

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

**NOTICE OF REGULAR MEETING**

Date: October 4, 2019

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

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

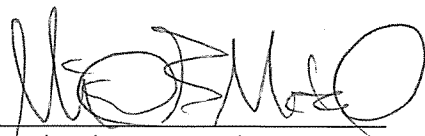
You are hereby notified that a regular meeting of the  
Board of Trustees of the Anaheim Union High School District  
is called for

Thursday, the 10<sup>th</sup> day of October 2019

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

**Closed Session—3:30 p.m.**

**Regular Meeting—6:00 p.m.**



Michael B. Matsuda  
Superintendent

# ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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## BOARD OF TRUSTEES

### Agenda

Thursday, October 10, 2019

Closed Session–3:30 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. *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, October 8, 2019.*

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

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

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

4. **CLOSED SESSION** **ACTION/INFORMATION ITEM**

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

- 4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release/resignation.

4.5 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Attorney Doug Yeoman, Mr. Matsuda, Dr. Fried, Dr. Root, Mr. Jackson, and Mr. Colón, regarding property located between West Street and Citron Street, on the north side of Lincoln Avenue, Anaheim, California.

4.6 To consider matters pursuant to Education Code Section 48918: Expulsion of students 19-02 and 19-05.

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

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Lara Elkatat, student representative to the Board of Trustees, will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 **Closed Session Report**

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

6. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

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

In addition, Board President O'Neal will introduce dignitaries in attendance.

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

7.1 **Orange County Department of Education (OCDE) English Learner Success Award Recipients**

The Board of Trustees will recognize Mindy Lorton, English Language Development teacher at Katella High School, and Lizzette Barrios-Gracian, Spanish Dual Language Academy teacher at Anaheim High School, who were honored at the OCDE 2019 Seventh Annual Language Learner Success Celebration awards ceremony held on May 2, 2019, at the Marconi Automotive Museum in Tustin. Celebrating Success for English Learners is a countywide opportunity to recognize and commend the achievements of our Orange County community in meeting the needs of English Learners.

7.2 **Barona Education Grant and Scholarship Program through Assemblywoman Sharon Quirk-Silva's Office**

The Board of Trustees will recognize Assemblywoman Sharon Quirk-Silva's office for their donation of \$5,000 to Dale Junior High School through the Barona Education Grant Program. The Barona Band of Mission Indians is proud to help make a difference for schools

throughout California. Through the endorsement of locally elected state representatives, schools in California can apply for the Barona Education Grant to purchase much-needed supplies and materials such as books and computers. Dale Junior High School Principal Lorena Moreno applied for and was awarded the Barona Education Grant to support Dale Junior High School's Home Economics program.

## 8. REPORTS

*INFORMATION ITEM*

### 8.1 **Principals' Report**

Dr. Adam Hernandez, Kennedy High School principal, and Jennifer Brown, Walker Junior High School principal, will present how Unlimited You opportunities are being created at their school sites.

### 8.2 **Student Representative's Report**

Lara Elkatat, student representative to the Board of Trustees, will report on student activities throughout the District.

### 8.3 **Reports of Associations**

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

### 8.4 **Parent Teacher Student Association (PTSA) Reports**

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

## 9. PRESENTATION

### **AUHSD Family and Community Engagement (FACE)**

*INFORMATION ITEM*

#### Background Information:

Our Parent and Family Engagement Board Policy cements an understanding of the importance of parent, family, and community engagement in the education of their children, contributing greatly to student achievement and a positive school environment. District Local Control and Accountability Plan Goal 2 frames our vision for family and community engagement: to provide meaningful educational engagement opportunities for all parents and families to advocate for all students. Through this lens, we have intentionally created structures and systems to develop meaningful opportunities at all grade levels for parents and families to be involved in District and school activities, advisory, decision-making, advocacy roles, and activities to support learning at home. Intentional efforts are being made to collaborate with community-based organizations, as well as local governments and businesses to increase the resources and services available to our students, families, and the broader community. Much has been accomplished through our current systems and structures for family and community engagement.

#### Current Consideration:

The Educational Services Division will present the District's family and community engagement efforts, share how the next phase in family and community engagement, as well as the community schools model, will enhance support services and structures for our students, their families, and our community.



Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

***INFORMATION ITEM***

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

11. **ITEMS OF BUSINESS**

**RESOLUTIONS**

11.1 **Resolution No. 2019/20-B-06, Authorizing Issuance of the General Obligation Bonds, Election of 2014, Series 2019 (Roll Call Vote)**

***ACTION ITEM***

Background Information:

Measure H was successfully approved by voters at the November 2014 election, authorizing \$249 million of bonds to help fund the facilities master plan. The first series of bonds was issued in May 2015 in the amount of \$64.455 million. The second series of bonds was issued in April 2018 in the amount of \$83 million. On September 12, the Board of Trustees received an information presentation from Government Financial Strategies regarding the issuance of the third and final series of Measure H bonds.

Current Consideration:

The Board of Trustees will be asked to consider adoption of a resolution authorizing the sale of the third series of Measure H bonds in an amount not to exceed \$102.545 million. In addition, the resolution.

- Authorizes the sale to an underwriter to be selected using a competitive selection process.
- Sets forth a good faith estimate of the costs of the financing (as presented on September 12).
- Approves various financing documents in draft form, and authorizes certain District officials to execute the final versions of the documents with information from the sale.
- Prescribes certain terms and conditions of the Bonds, including the payment dates, the method of interest calculation, as well as bond redemption and defeasance procedures.

Budget Implication:

There is no impact to the budget. The bonds are repaid by taxpayers that own property within the District. Funds from the sale of bonds will be held in the Building Fund.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-06, to authorize the issuance of the Bonds within the stated parameters. [EXHIBIT A]

11.2 **Resolution No. 2019/20-B-07, Establish the Building Fund No. 2127** ACTION ITEM  
**for "SERIES 2019 BONDS"**  
**(Roll Call Vote)**

Background Information:

The Building Fund exists primarily to account separately for the proceeds from the sale of bonds (Education Code Section 15146). Expenditures from the Building Fund include projects approved by the Measure H election statement.

Current Consideration:

This resolution will create the Building Fund, which will provide the District a method of segregating funds for the third issuance of Measure H bonds. This will be subfund number 2127.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2019/20-B-07, by a roll call vote. [EXHIBIT B]

11.3 **Resolution No. 2019/20-B-08, Ordering an Election and** ACTION ITEM  
**Establishing Specifications of the Election Order**  
**(Roll Call Vote)**

Background Information:

The Board of Trustees has received numerous information presentations with updates on the implementation of the facilities master plan and progress in completing Measure H. At the September 12 Board meeting, the Trustees heard plans for the final round of Measure H bonds. In addition, the Board of Trustees has studied and researched community input, including most recently at the last Board meeting, the consensus report from the Community Colloquium.

Current Consideration:

The Board of Trustees is asked to consider adoption of a resolution to order an election and placing a bond measure on the ballot. The resolution includes the following.

- Ballot measure—including seeking authorization for \$398 million of bonds to help fund the repairs, upgrades, and school facilities projects identified. The ballot measure has also been updated to reflect new State law since Measure H was passed.
- Facilities project list—largely the same as Measure H, since the District is continuing work toward completing the same facilities master plan, with a few updates such as the elimination of the COP financing of energy upgrades since that repayment has already taken place.
- Tax rate statement—projecting just under \$30 per \$100,000 of assessed value as was projected with Measure H.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-08, to order an election and establish specifications of the election order, by a roll call vote. [EXHIBIT C]

- 11.4 **Resolution No. 2019/20-E-05, Red Ribbon Week** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

Red Ribbon Week will be celebrated October 23, 2019, through October 31, 2019. It is a national week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against drugs. It is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2019/20-E-05 for Red Ribbon Week 2019. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts the District is making to win the war against drugs.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-05 for Red Ribbon Week, by a roll call vote. [EXHIBIT D]

- 11.5 **Resolution No. 2019/20-E-06, Great American Smokeout/  
Vapeout Day** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

The Great American Smokeout/Vapeout Day will be celebrated in every community, every year in America on the third Thursday of November. Tobacco, tobacco products, and nicotine use/abuse continues to be an epidemic, particularly with new and emerging trends/products such as e-cigarettes. It is imperative that a united effort of community members launch visible tobacco, tobacco products, and nicotine prevention efforts to reduce the demand for tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2019/20-E-06 for the Great American Smokeout/Vapeout Day 2019. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts the District makes to support their commitment to tobacco-free, healthy lifestyles.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-E-06, Great American Smokeout/Vapeout Day 2019, by a roll call vote. [EXHIBIT E]

## BUSINESS SERVICES

### 11.6 Revised Board Policy, 41008 (3312) Contracts, First Reading **INFORMATION ITEM**

Background Information:

Board Policy 41008 (3312) provides information regarding contracts as it pertains to business and noninstructional operations. The policy was last revised February 7, 2019.

Current Consideration:

The revised policy changes the need for the Board of Trustees to hold an annual public hearing to review and discuss all existing contracts for the sale of foods and beverages on campus.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review the policy listed above. **[EXHIBIT F]**

### 11.7 Settlement Agreement, State of California Air Resources Board (ARB) **ACTION ITEM**

Background Information:

Per 13 CCR 2025(k) and the State of California Air Resources Board (ARB), the District was required to be 100 percent compliant with its school bus fleet in regards to requirements for removing old diesel buses from the road no later than January 1, 2014. The District did not achieve 100 percent compliance until January 15, 2018. As a result, the ARB proposed a settlement agreement to the District in lieu of the fines for no-compliance.

Current Consideration:

The ARB and the District worked collaboratively to determine a settlement agreement. In the agreement, the ARB agreed to forgive the \$171,000 in fines, and instead allow the District to purchase five new white fleet gasoline fuel vehicles and remove five white fleet diesel trucks from its fleet. It is in the best interest of the District to purchase five gasoline white fleet vehicles in lieu of the fine.

Budget Implication:

The total cost is not to exceed \$250,000. (General Funds)

Staff Recommendation:

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

## EDUCATIONAL SERVICES

### 11.8 Naming of Facility, Jon Urbanchek Aquatic Center **ACTION ITEM**

Background Information:

Board Policy, 5201 Naming of Facility, 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 aquatic center at Anaheim High School after Jon Urbanchek. Coach Urbanchek was the Anaheim High School swim and water polo coach from 1964 to 1978. During his tenure, the aquatics program was a celebrated program with many accomplishments such as Swimming League Champions, Water Polo League Champions, and CIF Champions. Jon now coaches for the U.S. Olympic Swim Program where two of his swimmers were gold medalist at the 2012 Olympics (Tyler Clary and Matt McLean). He has been inducted into the Anaheim High School, the University of Michigan, and the International Swimming Hall of Fame. The District's ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.9 **New Board Policy, 91303 Community Schools Model and Community Collaboration, First Reading** **INFORMATION ITEM**

Background Information:

Board Policy 91303, Community Schools and Community Collaboration, cements an understanding of the importance of parent, family, and community engagement in the education of their children, contributing greatly to student achievement and a positive school environment. It highlights that the District shall work with staff and parents to develop meaningful opportunities at all grade levels, for parents and families to be involved in District and school activities, advisory, decision-making, advocacy roles, and activities to support learning at home. Currently, intentional efforts are being made to collaborate with community-based organizations, as well as local governments and businesses, to increase the resources and services available to our students, our families, and the broader community. Much has been accomplished through our current systems and structures for family and community engagement.

Current Consideration:

The District is preparing both Sycamore Junior High School and Anaheim High School to pilot the community schools model. The schools will serve as a hub for students, parents, and families within our school community to access basic services such as health, dental, legal, social services, and other needed services as identified. These community resources would allow providers to offer much needed services on these campuses. This board policy will help guide the implementation and possible expansion efforts to achieve our outcomes.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review new Board Policy 91303. **[EXHIBIT H]**

11.10 **Memorandum of Understanding (MOU), Orange County Labor Federation AFL-CIO, Community Engagement and Civic Leadership Institute** **ACTION ITEM**

**Background Information:**

Orange County Labor Federation (OCLF) mobilizes their members and community partners to advocate for social and economic justice to make our communities better for all people. OCLF has been developing and executing curriculum around community engagement and civic leadership for nearly 10 years. Originally funded through the California Endowment and most recently through the Irvine Foundation, they have been delivering curriculum to parents and community members.

**Current Consideration:**

The District would like to partner with OCLF to provide the Community Engagement and Civic Leadership Institute curriculum to parents and families. The District's focus on developing skills in our students around civic engagement is aligned with the curriculum OCLF developed for parents, families, and community members. Services will be provided October 11, 2019, through June 30, 2020.

**Budget Implication:**

There is no impact to the budget.

**Staff Recommendation:**

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

11.11 **Agreement, Marin County Office of Education** **ACTION ITEM**

**Background Information:**

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

**Current Consideration:**

The District will enter into agreement with Marin County Office of Education and CCEE in order to recoup costs of participating in CEI. Services are being provided July 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

**Budget Implication:**

There is no impact to the budget.

**Staff Recommendation:**

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

11.12 **Educational Consulting Agreement, Carnegie Learning** **ACTION ITEM**

**Background Information:**

Carnegie Learning is a comprehensive, dynamic, and progressive learning technology company. Advocating a belief in teaching and determination to help students develop as

learners and thinkers, Carnegie Learning is seeking to re-define the role of technology across the K-12 landscape. It delivers research-proven mathematics curriculum and the MATHia® platform for grades 6-12, project-based digital solutions for computer science, and best-in-class K-12 professional learning services. The District currently uses Carnegie textbooks for mathematics in grades 7-12.

Current Consideration:

Carnegie Learning will provide professional learning services for mathematics teachers. These services will include in-classroom support, demonstration lessons, and content workshops. Services will be provided October 11, 2019, through June 30, 2020.

Budget Implication:

The costs for these services are not to exceed \$185,000. (CSI Funds, Title II Funds, and Low-Performing Student Block Grant Funds)

Staff Recommendation:

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

11.13 **Agreement, South Coast Air Quality Management District**

***ACTION ITEM***

Background Information:

The South Coast Air Quality Management District (South Coast AQMD) is the air pollution control agency for all of Orange County and the urban portions of Los Angeles, Riverside, and San Bernardino Counties. South Coast AQMD engages in a number of community-based approaches to educate residents on air quality issues in the South Coast Air Basin. In 2019, South Coast AQMD established the Why Healthy Air Matters High School Air Quality Educational Program.

Current Consideration:

South Coast AQMD seeks to partner with the District to provide an educational opportunity for students of District high schools. This partnership intends to provide for the coordination of South Coast AQMD to implement the Kids Making Sense® curriculum at District high schools. Services will be provided October 11, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.14 **School-Sponsored Student Organizations**

***ACTION ITEM***

Background Information:

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

Current Consideration:

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

11.14.1 Dual Enrollment Club, Cypress High School **[EXHIBIT M]**

11.14.2 H.O.P.E. Club, Cypress High School **[EXHIBIT N]**

- 11.14.3 Esports Club, Katella High School [EXHIBIT O]
- 11.14.4 AUsume Sentinels, Magnolia High School [EXHIBIT P]
- 11.14.5 Cyber Club, Magnolia High School [EXHIBIT Q]
- 11.14.6 Cartooning Club, Oxford Academy [EXHIBIT R]
- 11.14.7 Military Club, Oxford Academy [EXHIBIT S]
- 11.14.8 Latin Dance, Dale Junior High School [EXHIBIT T]

Budget Implication:

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

Staff Recommendation:

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

**HUMAN RESOURCES**

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

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for 2018-19, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.16 **Adoption of the 2018-19 Collective Bargaining Agreement with AFSCME** **ACTION ITEM**

Background Information:

The District entered into contract negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for a successor agreement after proposals were brought forth by both parties in October 2018. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:

The tentative agreement includes a 1.75 percent increase on the salary schedule retroactive to the beginning of the 2018-19 year, among other contract language changes.



Budget Implication:

Increases to employees' salary retroactive to July 1, 2018, for AFSCME unit members will impact the budget with an additional estimated annual expense of \$400,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the agreement. [EXHIBITS U and V]

11.17 **Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2020** **ACTION ITEM**

Background Information:

From 2009-10 to 2018-19 costs for health and welfare benefits have grown from \$39.8 million per year to \$54.6 million per year, which is an increase to the District of \$14.8 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2020 plan year, which will take effect January 1, 2020.

Budget Implication:

The projected decrease for all employee groups is projected to be \$101,145. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with ASTA for the 2020 health and welfare program. [EXHIBIT W]

11.18 **Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2020** **ACTION ITEM**

Background Information:

From 2009-10 to 2018-19 costs for health and welfare benefits have grown from \$39.8 million per year to \$54.6 million per year, which is an increase to the District of \$14.8 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to

review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Personnel and Guidance Association (APGA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2020 plan year, which will take effect January 1, 2020.

Budget Implication:

The projected decrease for all employee groups is projected to be \$101,145. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with APGA for the 2020 health and welfare program. **[EXHIBIT X]**

11.19 **Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2020** **ACTION ITEM**

Background Information:

From 2009-10 to 2018-19 costs for health and welfare benefits have grown from \$39.8 million per year to \$54.6 million per year, which is an increase to the District of \$14.8 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2020 plan year, which will take effect January 1, 2020.

Budget Implication:

The projected decrease for all employee groups is projected to be \$101,145. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with CSEA for the 2020 health and welfare program. **[EXHIBIT Y]**

11.20 **Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2020**

**ACTION ITEM**

Background Information:

From 2009-10 to 2018-19 costs for health and welfare benefits have grown from \$39.8 million per year to \$54.6 million per year, which is an increase to the District of \$14.8 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the American Federation of State, County and Municipal Employees (AFSCME) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2020 plan year, which will take effect January 1, 2020.

Budget Implication:

The projected decrease for all employee groups is projected to be \$101,145. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with AFSCME for the 2020 health and welfare program. **[EXHIBIT Z]**

11.21 **Memorandum of Understanding (MOU) with MMA, Health and Welfare Program Changes for 2020**

**ACTION ITEM**

Background Information:

From 2009-10 to 2018-19 costs for health and welfare benefits have grown from \$39.8 million per year to \$54.6 million per year, which is an increase to the District of \$14.8 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Mid-Managers Association (MMA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2020 plan year, which will take effect January 1, 2020.

Budget Implication:

The projected decrease for all employee groups is projected to be \$101,145. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with MMA for the 2020 health and welfare program. **[EXHIBIT AA]**

11.22 **Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)** **INFORMATION ITEM**

Background Information:

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

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to ASTA for the 2019-20 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.23 **Public Hearing, Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)** **INFORMATION ITEM**

Background Information:

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

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to ASTA for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.24 **Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD** **INFORMATION ITEM**

**Background Information:**

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

**Current Consideration:**

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The ASTA initial contract proposal to the District for the 2019-20 year is presented to the Board of Trustees.

**Budget Implication:**

There is no impact to the budget.

**Staff Recommendation:**

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

11.25 **Public Hearing, Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD** **INFORMATION ITEM**

**Background Information:**

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District for the 2019-20 year.

**Current Consideration:**

The Board must hold a public hearing of ASTA's initial contract proposal to the District for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

**Budget Implication:**

There is no impact to the budget.

**Staff Recommendation:**

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

11.26 **Revised Board Policy 8708, Sexual Harassment, Students, First Reading** **INFORMATION ITEM**

**Background Information:**

Board Policy 8708, Sexual Harassment, Students, provides the procedure for students to make complaints alleging sexual harassment. The policy was last revised in 2003.

**Current Consideration:**

The Board of Trustees is requested to review the first reading of revised Board Policy 8708, Sexual Harassment, Students. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 8708, Sexual Harassment, Students. **[EXHIBIT DD]**

11.27 **Revised Board Policy 8701.1, Anti-Bullying, First Reading** **INFORMATION ITEM**

Background Information:

Board Policy 8701.1, Anti-Bullying, provides the procedure for students to make complaints alleging bullying or discrimination. The policy was last revised in 2012.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 8701.1, Anti-Bullying. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 8701.1, Anti-Bullying. **[EXHIBIT EE]**

11.28 **New Board Policy 6219, Code of Ethics–All Employees, First Reading** **INFORMATION ITEM**

Background Information:

New Board Policy 6219, Code of Ethics-All Employees, provides information regarding District expectations of all employees to exercise good judgment, as well as maintain professional standards and boundaries when interacting with students both on and off school property.

Current Consideration:

The Board of Trustees is requested to review the first reading of new Board Policy 6219, Code of Ethics–All Employees. The new policy contains information regarding inappropriate employee conduct, the reporting of misconduct, and notification of this policy to parents/guardians.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review new Board Policy 6219, Code of Ethics–All Employees. **[EXHIBIT FF]**

11.29 **Agreement, Fit Body Boot Camp**

**ACTION ITEM**

Background Information:

The Well Done! Wellness Program assists employees and their families by providing programs and services that support healthy choices at home and in the workplace. Research has shown that increased physical activity promotes good health and reduces risks for heart disease, diabetes, and metabolic syndrome, as well as improves blood pressure, blood glucose, cholesterol, metabolism, and body mass index. Fit Body Boot Camp has agreed to partner with the District, for no service fee, to offer employees reduced monthly rates.

Current Consideration:

The agreement will be effective October 11, 2019, and will be ongoing unless terminated by either party.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12. **CONSENT CALENDAR**

**ACTION ITEM**

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

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

**BUSINESS SERVICES**

12.1 **Agreement, Parker and Covert, LLP**

Background Information:

Parker and Covert, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker and Covert, LLP specialize in legal issues related to school districts and are experts in analyzing and interpreting California Education Code.

Current Consideration:

This agreement provides services for engineering matters, October 11, 2019, through June 30, 2020.

Budget Implication:

Services provided in this agreement are not to exceed \$7,500. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Parker and Covert, LLP. **[EXHIBIT HH]**

12.2 Consulting Agreement, Diana Larsen

Background Information:

TeachFX is an app that has helped hundreds of schools increase their student engagement by visualizing for teachers what portions of the class are teacher talk versus student talk. The idea is to give teachers a useful barometer of student engagement that can be checked every day. In addition, TeachFX promotes meaningful and equitable classroom dialogue through professional learning that is data-driven, job-embedded, and teacher-led.

Current Consideration:

The Board of Trustees approved a contract to utilize TeachFX software subscription for 100 accounts for one year, January 1, 2019, through December 31, 2019, including teacher workshops. The cost for continued use of the software for multiple years will exceed the current bid limit as defined in Public Contract Code Section 20111, currently set at \$92,600. A sole source justification is needed when only one source is available and the estimated value of the purchase exceeds the bid limit.

Sole sourcing will require an opinion from an independent consultant who performs research to make the determination. The opinion should be obtained from an impartial third party prior to an award of the contract. Diana Larsen has performed consulting services for several other school districts and will analyze TeachFX, as well as develop a sole source opinion document. This document will then be brought to the Board of Trustees for approval along with a contract for TeachFX, if it is determined that the software is truly a sole source. Services will be provided October 11, 2019, through November 11, 2019.

Budget Implication:

The total expenditure is for a not to exceed amount of \$900. (General Funds)

Staff Recommendation:

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

12.3 Ratification of Change Orders

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

RFP #2018-03, Cypress High School	P.O. #L64A0315
Site Improvements (Measure H Funds and other various funds)	
Balfour Beatty Construction, LLC	
Original Contract	\$10,578,145
Change Order #1 <b>[EXHIBIT JJ]</b>	\$1,302,655
New Contract Value	\$9,275,490
Bid #2019-04	P.O. #M64A0196
Prop 39 LED Lighting Upgrades (Prop 39 Funds)	
Clear Blue Energy Corp.	
Original Contract	\$1,161,508
Change Order #1	\$0
New Contract Value	\$1,161,508
Bid #2019-06, Kennedy High School	P.O. #M64A0233
Electrical Repairs (Maintenance Funds)	
American Electric Company	
Original Contract	\$73,000



Change Order #1 [EXHIBIT KK]	(\$5,621.71)
New Contract Value	\$67,378.29

Staff Recommendation:

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

12.4 **Notices of Completion**

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

RFP #2018-03, Cypress High School	P.O. #L64A0315
Site Improvements (Measure H Funds, and other various funds)	
Balfour Beatty Construction, LLC	
Original Contract	\$10,578,145
Contract Changes	\$xx
Total Amount Paid	\$xx

Bid #2019-04	P.O. #M64A0196
Prop 39 LED Lighting Upgrades (Prop 39 Funds)	
Clear Blue Energy Corp.	
Original Contract	\$1,161,508
Contract Changes	\$0
Total Amount Paid	\$1,161,508

Bid #2019-06, Kennedy High School	P.O. #M64A0233
Electrical Repairs (Maintenance Funds)	
American Electric Company	
Original Contract	\$73,000
Contract Changes	(\$5,621.71)
Total Amount Paid	\$67,378.29

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept RFP 2018-03, Bids 2019-04, and 2019-06 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 17545 et al. [EXHIBIT LL]

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorize staff to dispose of the textbooks and

instructional materials in accordance with Education Code Section 60510 et al.  
[EXHIBIT MM]

12.7 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted.  
[EXHIBIT NN]

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports September 3, 2019, through September 30, 2019. [EXHIBITS OO and PP]

12.9 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report September 3, 2019, through September 30, 2019. [EXHIBIT QQ]

12.10 **SUPPLEMENTAL INFORMATION**

12.10.1 ASB Fund, August 2019 [EXHIBIT RR]

12.10.2 Cafeteria Fund, July 2019 [EXHIBIT SS]

12.10.3 Enrollment, Month 2 [EXHIBIT TT]

**EDUCATIONAL SERVICES**

12.11 **2019-20 School Plan for Student Achievement**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.12 **Educational Consulting Agreement, Anaheim Family YMCA**

Background Information:

The Anaheim Family YMCA impacts more than 18,000 people of all ages annually. Their cause is to strengthen community and so much more through a focus on youth development, healthy living, and social responsibility. The community impact is made possible by a volunteer board of directors, 400 full and part-time staff, as well as hundreds of volunteers and supporters.

Anaheim Family YMCA has long provided training and courses to the community in the areas of first aid, cardiopulmonary resuscitation (CPR), and water safety.

Current Consideration:

Anaheim Family YMCA will provide a Basic Adult and Pediatric First Aid/CPR/AED course for District physical education teachers who do not have current certification. Services will be provided October 11, 2019, through June 30, 2020.

Budget Implication:

The costs for these services are not to exceed \$3,000. (Title IV funds)

Staff Recommendation:

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

12.13 **Modification to Memorandum of Understanding (MOU), SETI Institute**

Background Information:

The SETI Institute is a nonprofit scientific research and educational organization dedicated to exploring the nature of life in the universe and applying the knowledge to inspire and guide generations of people interested in astronomy. Since 2011, the SETI Institute has partnered with the NASA Airborne Astronomy Ambassador (AAA) program. The AAA program is focused on NASA's Stratospheric Observatory for Infrared Astronomy (SOFIA). SOFIA is the largest airborne observatory in the world. Through the AAA program, SETI Institute and partner school districts develop, as well as deliver science teacher professional development, support the implementation of a NASA AAA curriculum, and enable the measurement of student standard-based learning outcomes aligned to the Next Generation Science Standards (NGSS). A number of our District science teachers participated in the SOFIA project in 2017 and 2019.

Current Consideration:

The current SETI Institute MOU will be modified to extend the dates of service to December 31, 2020.

Budget Implication:

The SETI Institute will cover the travel costs for participating teachers. The District will cover the travel cost of the science curriculum specialist, if attending, and is responsible for the cost of substitutes for the AAA SOFIA Flight Week held in Palmdale, California. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the modification to the MOU. **[EXHIBIT VV]**

12.14 **Educational Consulting Agreement, Wheels of Freestyle, Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,732,590 for a three-year term 2017-20. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive schools, as well as Gilbert and Polaris High Schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Student assemblies will enhance the TUPE curriculum, as well as provide students with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:

Wheels of Freestyle, Inc., an experienced and highly regarded TUPE consultant, will provide one assembly session at Dale Junior High School. The program is anti-tobacco themed with professional Bicycle Motocross (BMX) riders. The program focuses on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. The BMX extreme sports athletes use an X Games-like show with exhilarating tricks to keep attention and emphasize what you can do if you stay tobacco-free, while instilling self-confidence and positive values. Their slogan for the presentation is CLEAN MIND-CLEAN BODY-CLEAN LUNGS. Services will be provided October 11, 2019, through May 21, 2020.

Budget Implication:

The total cost is not to exceed \$1,798. (TUPE Funds)

Staff Recommendation:

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

12.15 **Educational Consulting Agreement, Vy Hoang**

Background Information:

On January 18, 2018, the Board of Trustees accepted the Bilingual Teacher Professional Development Program (BTPDP) Grant Award. The two-year project, entitled Billiterate, Equitable, Communicative, Observant and Multicultural Educators (BECOME) Project will provide professional learning for staff to increase biliteracy and capacity around district dual language immersion programs.

Current Consideration:

Vy Hoang, Vietnamese Language Teacher, will provide services for BECOME Project to teach modules in Vietnamese. Services will be provided October 12, 2019, through June 30, 2020.

Budget Implication:

The total costs for these services is not to exceed \$6,000. (Grant Funds)

Staff Recommendation:

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

## 12.16 OCDE Special Education Legal Alliance Membership

### Background Information:

The Special Education Legal Alliance (Alliance) is a collaborative comprised of all school districts in Orange County. The Alliance provides districts professional development, trainings, seminars, outreach, advocacy, and other supports addressing special education issues. The Alliance also supports various legal issues related to special education matters that have significant impact on districts throughout the county. This year, the review committee has recommended district dues for the 2019-20 year be set at 0.10 per ADA. This recommendation was approved by the district Superintendents at the Executive Committee on March 8, 2019. The District has been implementing this membership since 2005.

### Current Consideration:

Legal Alliance provides education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services. Services are being provided July 1, 2019, through June 30, 2020.

### Budget Implication:

The total costs for these services are not to exceed \$2,878.67. The amount paid for the 2018-19 year was \$2,918.12. (Special Education Funds)

### Staff Recommendation:

It is recommended that the Board of Trustees ratify the membership. **[EXHIBIT YY]**

## 12.17 Transportation Agreements

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

### 12.17.1 Speech and Language Development Center

Ratify the extended school year transportation agreement to reimburse the parent of a special education student attending Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round trip daily transportation, July 8, 2019, through August 2, 2019, at a cost not to exceed \$283. (Special Education Funds) **[EXHIBIT ZZ]**

Ratify the regular school year transportation agreement to reimburse the parent of a special education student attending Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round trip daily transportation, August 29, 2019, through June 16, 2020, at a cost not to exceed \$2,547. (Special Education Funds) **[EXHIBIT AAA]**

Ratify the extended school year transportation agreement to reimburse the parent of a special education student attending Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round trip daily transportation, July 8, 2019, through August 2, 2019, at a cost not to exceed \$108.20. (Special Education Funds) **[EXHIBIT BBB]**

Ratify the regular school year transportation agreement to reimburse the parent of a special education student attending Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round trip daily transportation, August 29, 2019, through June 16, 2020, at a cost not to exceed \$973.80. (Special Education Funds) **[EXHIBIT CCC]**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreements for transportation to Speech and Language Development Center.

12.17.2 **Switzer Learning Center**

Ratify the extended school year transportation agreement to reimburse the parent of a special education student attending Switzer Learning Center, located at 2201 Amapola Court, Torrance, CA 90501, for providing round trip daily transportation, July 8, 2019, through August 2, 2019, at a cost not to exceed \$1,229.60. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreement for transportation to the Switzer Learning Center. **[EXHIBIT DDD]**

12.18 **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 EEE]**

12.19 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for English courses. 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, October 11, 2019, through November 5, 2019.

Staff Recommendation:

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

12.20 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English and mariachi ensemble courses. The books have been made available for public view.

Staff Recommendation:

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

12.21 **Field Trip Report**

Staff Recommendation:

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

**HUMAN RESOURCES**

12.22 **2019-20 First Quarterly Report, Williams Uniform Complaints**

Background Information:

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

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, July 1, 2019, through September 30, 2019, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.23 **Certificated Personnel Report**

Staff Recommendation:

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

12.24 **Classified Personnel Report**

Staff Recommendation:

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

**SUPERINTENDENT'S OFFICE**

12.25 **Conferences and/or Meetings**

It is recommended that the Board of Trustees approves the attendance to the following conference by the superintendent with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

12.25.1 Shandong School Visits, Shandong, China, November 11-17, 2019, Shandong, China, at a cost not to exceed \$2,800. (General Funds)

12.25.2 The Network for Public Education, March 28-29, 2020, Philadelphia, PA, at a cost not to exceed \$1,800. (General Funds)

Staff Recommendation:

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

12.26 **Board of Trustees' Meeting Minutes**

12.26.1 August 15, 2019, Regular Meeting

12.26.2 September 12, 2019, Regular Meeting

Staff Recommendation:

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

**[EXHIBITS LLL and MMM]**

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

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

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

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

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Tuesday, November 5, 2019, at 6:00 p.m.

Thursday, December 12

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT** ***ACTION ITEM***

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, October 8, 2019.*



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

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT (ORANGE COUNTY, CALIFORNIA) GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES 2019 PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$102,545,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

RESOLUTION NO. 2019/20-B-06

October 10, 2019

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

**WHEREAS**, a duly called election was held in the Anaheim Union High School District (the "District"), Orange County (the "County"), State of California, on November 4, 2014, (the "Election") and thereafter canvassed pursuant to law; and

**WHEREAS**, at the Election, there was submitted to and approved by the requisite fifty-five percent of the qualified electors a ballot measure to approve the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot measure submitted to the voters, in the maximum principal amount of \$249,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

**WHEREAS**, the District issued the first series of bonds pursuant to the Authorization on May 27, 2015 in the aggregate principal amount of \$63,455,000 and the second series of bonds pursuant to the Authorization on April 19, 2018, in the aggregate principal amount of \$83,000,000; and

**WHEREAS**, at this time this Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue the third and final series of bonds pursuant to the Authorization in an aggregate principal amount not to exceed \$102,545,000 (the "Bonds"); and

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the "Act"), the Bonds are authorized to be issued for the purposes set forth in the ballot measure submitted to voters at the Election; and

**WHEREAS**, in accordance with the requirements of Government Code Section 5852.1, the Board has obtained from its Municipal Advisor (as defined herein) the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT, ORANGE COUNTY, CALIFORNIA, AS FOLLOWS:**

**Section 1. Purpose.** To raise money for the purposes authorized by voters of the District at the Election, and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds which shall be designated as the "Anaheim Union High School District (Orange County, California) General Obligation Bonds, Election of 2014, Series 2019."

**Section 2. Terms and Conditions of Sale; Approval of Bond Purchase Contract.** The Bonds shall be sold pursuant to the Act at a competitive public sale as described in Government Code Section 53508.7. To facilitate the public sale, the Board hereby approves and authorizes Government Financial Strategies inc. (the "Municipal Advisor") to conduct a competitive bidding process for the sale of the Bonds. The Municipal Advisor shall cause a notice of intention to sell the Bonds to be published in a financial publication in accordance with Government Code Section 53692 and shall make the Preliminary Official Statement and bid terms available to prospective underwriters without restriction, and all underwriters will be eligible to submit a bid. After receiving such bids, any one of the superintendent, the assistant superintendent, Business Services of the District or their designees (each an "Authorized Officer") is authorized to select the winning bid from all conforming bids based upon the lowest true interest cost bid submitted and the sale of the Bonds shall be made to the firm submitting the winning bid (the "Underwriter"). This method for the public sale of the Bonds has been selected by the Board because it is expected to generate offers from multiple bidders and a lower cost of financing to the District than a sale to an underwriting firm selected prior to the sale.

The form of the Bond Purchase Contract (the "Purchase Contract") to be entered into by and between the District and the Underwriter, substantially in the form on file with the Clerk of the Board is hereby approved and each of the Authorized Officers, acting alone, is hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the Purchase Contract may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law, and the Underwriter's discount, excluding original issue discount or premium on the Bonds, shall not exceed 2.0% (excluding bond insurance premium which the Underwriter elects to pay to a Bond Insurer, if any) of the aggregate of principal amount of Bonds issued. Each Authorized Officer is further authorized to determine the principal amount of the Bonds to be sold pursuant to the Purchase Contract, up to \$102,545,000, and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this resolution are satisfied. The estimate of the costs of issuance of the Bonds is set forth on Exhibit A attached hereto.

The terms of the Purchase Contract shall recite the aggregate principal amount of the Bonds being sold thereunder, and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and any terms of optional and mandatory sinking fund redemption thereof.

**Section 3. Certain Definitions.** As used in this resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract or in an official statement disseminated in connection with the Bonds):

(a) "*Authorization*" means the authorization received by the District to issue the Bonds at an election held on November 4, 2014.

(b) "*Authorized Investments*" means the County Investment Pool, the County Educational Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds) and any investment authorized pursuant to Government Code Sections 16429.1, 53601 and 53635.

(c) "*Bond Insurer*" means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(d) "*Bond Payment Date*" means February 1 and August 1 of each year commencing August 1, 2020, or such other dates as set forth in the Purchase Contract, with respect to the interest on the Bonds and, with respect to the principal payments on the Bonds, as set forth in the Purchase Contract.

(e) "*Bond Register*" means the listing of names and addresses of the current registered owners of the Bonds, as maintained by the Paying Agent in accordance with Section 6 hereof.

(f) "*Code*" means the Internal Revenue Code of 1986, as amended.

(g) "*Continuing Disclosure Certificate*" means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(h) "*Costs of Issuance*" means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds, the Purchase Contract and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; municipal advisory fees; rating agency fees; auditor's fees; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for credit enhancement relating to the Bonds and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by an Authorized Officer of the District.

(i) "*County*" means the County of Orange, California.

(j) "*Dated Date*" means the date on which a Bond is initially issued by the District and delivered to the initial purchaser thereof.

(k) "*Depository*" means the securities depository acting as Depository pursuant to Section 4(c) hereof.

(l) "*District*" means the Anaheim Union High School District.

(m) "*DTC*" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds.

(n) "*Government Obligations*" shall have the meaning set forth in Section 18 hereof.

(o) "*Information Services*" means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District or the Paying Agent may select.

(p) "*Nominee*" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 4(c) hereof.

(q) "*Outstanding,*" when used with reference to the Bonds, means, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to this resolution; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this resolution.

(r) "*Owner*" means the registered owner of a Bond as shown on the Bond Register maintained by the Paying Agent in accordance with Section 6 hereof.

(s) "*Participants*" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(t) "*Paying Agent*" means U.S. Bank National Association, as authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District, and any successor thereto.

(u) "*Principal*" or "*Principal Amount*" means, with respect to any Bond, the principal amount thereof as set forth in the Bond Register maintained by the Paying Agent in accordance with Section 6 hereof.

(v) "*Purchase Contract*" means the Bond Purchase Contract by and between the District and the Underwriter relating to the Bonds.

(w) "*Record Date*" means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.

(x) "*Representation Letter*" means the Blanket Letter of Representations from the District to the Depository as described in Section 4(c) hereof.

(y) "*Securities Depositories*" means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320 or such other depository as is appointed by the District or the Paying Agent from time to time and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, as amended, and who is registered as a clearing agency under Section 17A of the Act.

(z) "*Tax Certificate*" means the certificate by that name executed by the District on the date of issuance of the Bonds.

(aa) "*Term Bonds*" means those Bonds for which mandatory sinking fund redemption dates and amounts have been established in the Purchase Contract.

(bb) "*Treasurer*" means the Treasurer-Tax Collector of the County of Orange or any authorized delegate thereof.

(cc) "*Underwriter*" means the underwriter described in Section 2 hereof.

#### **Section 4. Terms of the Bonds.**

(a) Denomination, Interest, Date of Delivery. The Bonds shall be issued as fully registered bonds registered as to both Principal and interest, in \$5,000 Principal Amount denominations or any integral multiple thereof. The Bonds will initially be registered in the name of "Cede & Co.," the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, or such other date as stated in the Purchase Contract, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date; provided, however, that, if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment. Interest shall be payable on the Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity at the written direction of the District as provided in the Purchase Contract.

(ii) Mandatory Sinking Fund Redemption. Any Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 4(b)(i) hereof, the remaining sinking fund payments for such Term Bond shall be reduced as directed by the District or, if no such direction is provided, proportionately, as

nearly as practicable, in integral multiples of \$5,000, in an amount equal to the Principal Amount optionally redeemed.

(iii) Selection of Bonds for Redemption. Whenever provision is made in accordance with this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption from one or more maturities as directed by the District. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(iv) Redemption Notice. When redemption is authorized or required pursuant to Section 4(b)(i) or (ii) hereof, the Paying Agent shall give notice (a "Redemption Notice") of the redemption of the Bonds at least 30 but not more than 60 days prior to the redemption date (a) so long as the Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository, and (b) if the Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be so redeemed. Each Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

In case of the redemption as permitted herein of all the Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons and entities to whom such Redemption Notice was sent in the same manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither the failure to receive a Redemption Notice given hereunder nor any defect in any such Redemption Notice shall affect the sufficiency of the proceedings for the redemption of the Bonds selected for redemption.

(v) Additional Notice. In addition to the Redemption Notice given pursuant to Section 4(b)(iv), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as described in Section 4(b)(iv) above.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than DTC and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

(vi) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of the same series and of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vii) Effect of Redemption Notice. A Redemption Notice having been given pursuant to Section 4(b)(iv), and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside in the District's Debt Service Fund (as defined in Section 10 below) or in an escrow account as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 4(b)(i) or (ii) hereof, together with interest accrued to such redemption date, shall be held in the Debt Service Fund or in an escrow account as provided in Section 18 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given pursuant to Section 4(b)(iv), then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 4 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book Entry System.

(i) Issuance of Bonds as Book-Entry Bonds. Unless otherwise stated in the Purchase Contract, the Bonds shall be issued in book-entry form in accordance with the provisions of this Section 4(c).

(ii) Provisions Regarding Book Entry System. The Bonds shall initially be delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity date of such Bonds (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate) in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 4(c)(ii)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any of the Participants with respect to any ownership interest in the Bonds; (ii) the delivery to any of the Participants or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part; or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the



Record Date, the word "Nominee" in this resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Bonds for the Depository's book entry system, the District and the Paying Agent shall execute and deliver to the Depository a Blanket Letter of Representations (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the Bond Register. By executing the Representation Letter, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Representation Letter. In addition to the execution and delivery of the Representation Letter, the District and the Paying Agent shall take such other actions, not inconsistent with this resolution, as are reasonably necessary to qualify the Bonds for the Depository's book entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the District determines that continuation of the book entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 4(c).

(3) Payments and Notices to Depository. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is held in book-entry form and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to Principal of, premium, if any, or interest on such Bond and all notices with respect to such Bond, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed or required by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Bonds to Substitute Depository.

(A) Registered ownership of the Bonds held in book-entry form, or any portions thereof, may not thereafter be transferred following their registration in the name of the Nominee except:

(1) to any successor of the Depository or its Nominee, or of any substitute depository designated pursuant to Section 4(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of the Depository or its successor (or any Substitute Depository or its successor)

from its functions as depository, or (b) a determination by the District that the Depository (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that the Depository or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 4(c)(ii)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate), registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 4(c)(ii)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, the Depository or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including the Depository or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

**Section 5. Execution of Bonds.** The Bonds shall be signed by the President of the Board of Trustees of the District, or if the President is unavailable, by any other member of the Board who is authorized to sign on behalf of the President, and the Clerk of the Board of Trustees, or his or her designee, by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been

issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this resolution and is entitled to the security and benefit of this resolution.

**Section 6. Paying Agent; Resignation or Renewal; Transfer and Exchange.**

The Board does hereby appoint the Paying Agent to act as the authenticating agent, paying agent and transfer agent for the Bonds. The District may at any time, with or without cause, remove the current Paying Agent and appoint a replacement.

(a) Bond Register. So long as any of the Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office, or other office designated by the Paying Agent to the District, the Bond Register consisting of all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 7 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

(b) Resignation or Removal. The Paying Agent may at any time resign and be discharged of the duties and obligations created by this resolution by giving at least 60 days' written notice to the District. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be the Treasurer or a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The District shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners; provided, however, that if all Bonds are registered in the name of the Depository, or its Nominee, notice shall be given in such manner as complies with the requirements of the Depository.

(c) Transfer and Exchange of Bonds. Any Bond may be exchanged for Bonds of like tenor, maturity and Principal Amount upon presentation and surrender at the office of the Paying Agent designated for such purpose, together with a request for

exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bonds during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Bond of like maturity date, interest rate, Principal Amount and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Bonds issued pursuant to this Section 6 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bond.

**Section 7. Payment.** Payment of interest on any Bond Payment Date, shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date. The interest, Principal, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. With respect to all Bonds registered in the name of the Depository or its Nominee, all payments of interest, Principal and redemption premiums, if any, shall be made in accordance with the Representation Letter or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent. With respect to all Bonds not held in book-entry form by the Depository or its Nominee, interest shall be paid by check mailed to each Owner on the Bond Payment Date at such Owner's address as it appears on the registration books of the Paying Agent, or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date; provided, however, the Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premiums, if any, on Bonds not held in book-entry form by the Depository or its Nominee shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity or redemption, and to cancel each Bond upon payment thereof.

The Bonds are general obligation bonds of the District payable solely from the proceeds of *ad valorem* property taxes levied upon all property subject to such taxes within the District, which taxes shall be without limit as to rate or amount.

**Section 8. Form of Bonds.** The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this resolution, the Purchase Contract and any official statement disseminated in connection with the Bonds and to correct any defect inconsistent or provision therein or to cure any ambiguity or omission therein.

(Form of Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED  
NO.

REGISTERED  
\$

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2014, SERIES 2019**

INTEREST RATE:            MATURITY DATE:            DATED DATE:            CUSIP  
\_\_\_\_% per annum            August 1, 20\_\_\_\_            \_\_\_\_\_, 2019            \_\_\_\_\_

REGISTERED OWNER:            CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_

The Anaheim Union High School District (the "District") in Orange County, California (the "County") for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, or upon prior redemption hereof, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2020. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2020, in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by U.S. Bank National Association (the "Paying Agent"). Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The principal

of, interest and redemption premium, if any, shall be paid to the Registered Owner in the manner set forth in the District resolution (defined below).

This bond is one of an authorization of bonds approved by the voters of the District at an election held on November 4, 2014 (the "Authorization") and is being issued under authority of and pursuant to the laws of the State of California, in particular Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the resolution of the Board of Trustees of the District adopted on October 10, 2019 (the "District Resolution"). This bond and the issue of which this bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligation bonds of the District. The Bonds are secured on a parity with other bonds issued pursuant to the Authorization. All capitalized terms not defined herein shall have the meaning set forth in the District resolution.

The bonds of this issue (the "Bonds") are being issued in the aggregate principal amount of \$\_\_\_\_\_.

This bond is exchangeable and transferable for Bonds of like tenor, maturity and Principal Amount and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any bond during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The bonds maturing on August 1, 20\_\_ (the "Term Bonds") are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

*Redemption Date  
(August 1)*

*Principal  
Amount*

\$

(1)

---

(1) Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced as directed by the District or, if no such direction is provided, proportionately, as nearly as practicable, in integral multiples of \$5,000, in an amount equal to the principal amount of such Term Bonds optionally redeemed.

Notice of redemption shall be given at least 30 but not more than 60 days prior to the redemption date in the manner specified in the District Resolution. Any redemption notice for an optional redemption of the Bonds may be conditional, and, if any condition stated in the redemption notice shall not have been satisfied on or prior to the redemption date: (i) the redemption notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons and entities to whom such redemption notice was sent, in the same manner in which the conditional redemption notice was given, that such condition or conditions were not met and that the redemption was canceled.

Whenever provision is made in accordance with the District resolution for the optional redemption of bonds and less than all outstanding bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of bonds for redemption as so directed by the District. For partial redemption within a maturity, the Paying Agent shall select bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

The rights and obligations of the District and of the Owners of the bonds may be modified or amended at any time by a supplemental resolution adopted by the District in certain cases with the written consent of Owners of at least 60% in aggregate Principal Amount of the Outstanding bonds issued under the District resolution, exclusive of bonds, if any, owned by the District and in certain cases without the consent of the Owners as further specified in the District resolution.

Reference is made to the District resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds, the rights, duties and obligations of the District the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the District Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and



due form as required by law; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the District resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

**IN WITNESS WHEREOF**, the Anaheim Union High School District, Orange County, California, has caused this bond to be executed on behalf of the District and in its official capacity by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Trustees

COUNTERSIGNED:

\_\_\_\_\_  
Clerk of the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the District resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2019.

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Authorized Signatory

**ASSIGNMENT**

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee):

\_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

**Section 9. Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the Underwriter upon payment of the purchase price therefor in immediately available funds.

**Section 10. Application of Proceeds of Bonds.** Upon the issuance of the Bonds and the written instruction of an Authorized Officer, the Treasurer shall apply or deposit a portion of the net proceeds from the sale of the Bonds, exclusive of accrued interest and original issue premium, to an account within the building fund of the District which has been created and established in the County treasury in accordance with Education Code Section 15146(g) designated as the "Anaheim Union High School District Election of 2014 General Obligation Bonds Building Fund" (the "Building Fund") and shall be kept separate and distinct from all other District funds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. The amounts in the Building Fund shall be disbursed from time to time solely for the acquisition or improvement of real property and equipment as authorized by the voters at the Election. The District shall keep a written record of disbursements from the Building Fund.

Any accrued interest and all original issue premium received from the sale of the Bonds shall be kept separate and apart in an account within the interest and sinking fund of the District created and established in the County treasury in accordance with Education Code Section 15251 and designated as the "Anaheim Union High School District Election of 2014 General Obligation Bonds Debt Service Fund" (the "Debt Service Fund") and used only for payment of the Principal of and interest on the Bonds and other bonds issued pursuant to the Authorization. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of bonds issued pursuant to the Authorization there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

There shall hereby be created and established with U.S. Bank National Association or another fiscal agent designated by an Authorized Officer the "Anaheim Union High School District General Obligation Bond Election of 2014 General Obligation Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund") which shall be accounted for separately and distinctly from all other District funds and accounts. At the time of issuance of the Bonds, an Authorized Officer may direct that an amount not to exceed two percent (2.0%) of the initial Principal Amount of the Bonds issued be deposited to the Costs of Issuance Fund. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Officer of the District, solely to pay Costs of Issuance and any remaining balance after the payment of Costs of Issuance shall be transferred to the Building Fund. The deposit of proceeds of the Bonds to the Costs of Issuance Fund shall be a proper charge against the Building Fund.

All amounts held in the funds and accounts established for the Bonds shall be invested by the Treasurer in accordance with Section 26 hereof.

**Section 11. Rebate Fund.**

(a) The District shall create and establish, as necessary, a special fund designated as the "Anaheim Union High School District Election of 2014 General Obligation Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate

Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section, Section 13 and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to pay the "rebate amount" pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after the redemption or payment at maturity of all the Bonds and the payment of any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this resolution to the contrary, the obligation to pay the "rebate amount" as described in subsection (b) of this Section shall survive the payment in full or defeasance of the Bonds.

(j) The provisions of this Section 11 may be modified in the Tax Certificate and in any supplement thereto issued from time to time.

**Section 12. Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due. When collected, the *ad valorem* taxes will be placed in the Debt Service Fund of the District, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of the Principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the Principal of and interest on the Bonds when due. Such *ad valorem* tax shall also be levied in an amount sufficient to pay the administrative costs and fees of the Paying Agent in connection with the Bonds.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred to the Paying Agent which, in turn, shall pay such moneys to the Owners to pay the Principal of and interest on the Bonds. Any moneys remaining in the Debt Service Fund after bonds issued pursuant to the Authorization and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

### **Section 13. Tax Covenants.**

(a) The District covenants for the benefit of the Owners and beneficial owners of the Bonds that it shall not take any action, or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds under Section 103 of the Code.

(b) The District covenants for the benefit of the Owners and beneficial owners of the Bonds to restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under Section 148 of the Code or any predecessor section.

**Section 14. Conditions Precedent.** This Board determines that all acts and conditions necessary to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**Section 15. Good Faith Estimates and Legislative Determinations.** In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the Municipal Advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. The Board finds and determines that the provisions of Government Code Section 5852.1 and Education Code Section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

**Section 16. Official Statement.** The form of the Preliminary Official Statement (the "Preliminary Official Statement") on file with the Clerk of the Board, is hereby approved substantially in the form presented, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to make such changes therein, deletions therefrom and modifications thereto as the Authorized Officer deems necessary to finalize the Preliminary Official Statement for delivery to prospective purchasers of the Bonds at the competitive public sale described in Section 2 hereof. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its release. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to execute and deliver to the Underwriter a final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District's approval of such Official Statement.

**Section 17. Insurance.** Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for the Bonds or in the event that the Underwriter elects to purchase bond insurance at its option, and to the extent that the Bond Insurer makes payment of the Principal of or interest on the Bonds with respect to which it has made payment, it shall become the owner of such Bonds with the right to payment of Principal of or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation: (i) in the case of subrogation as to claims that were past due interest payments, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of evidence satisfactory to the Paying Agent that the Bond Insurer has made the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**Section 18. Defeasance.** All or any portion of the Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with the Paying Agent, or an independent escrow agent selected by the District, an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds designated for defeasance, including all Principal and interest and redemption premium, if any; or

(b) **Government Obligations:** by irrevocably depositing with the Paying Agent, or an independent escrow agent selected by the District, noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds designated for defeasance (including all Principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the Bonds so defeased, notwithstanding that any of the such Bonds shall not have been surrendered for payment, all obligations of the District with respect to such Bonds so defeased shall cease and terminate, except only the obligation of the District and the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such defeased Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real



party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

**Section 19. Request to County to Levy Tax.** The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of ad valorem property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to levy annually an *ad valorem* tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same become due and to pay from such taxes all amounts due on the Bonds and the administrative costs and fees of the Paying Agent in connection with the Bonds. The Board hereby finds and determines that such ad valorem taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

**Section 20. Other Actions.**

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The provisions of this resolution as they relate to the terms of the Bonds may be amended by the Purchase Contract.

**Section 21. Continuing Disclosure.** The form of Continuing Disclosure Certificate on file with the Clerk of the Board is hereby approved, and each of the Authorized Officers, acting alone, is authorized to execute and deliver the Continuing Disclosure Certificate in the form presented to this Board, with such changes as the Authorized Officer executing the Continuing Disclosure Certificate shall approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the District in connection with the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not constitute a default hereunder, result in acceleration of the Bonds or create any monetary liability of the District to any Owner or Beneficial Owner. Any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. In the event of a failure by the District to comply with the Continuing Disclosure Certificate, the sole remedy available to any Owner or Beneficial Owner shall be an action to mandate or compel specific performance of the terms of the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Section 22. Engagement of Professional Services.** The Board hereby approves the engagement of the firm of Government Financial Strategies, inc., to act as Municipal Advisor to the District in connection with the issuance of the Bonds pursuant to the existing contract between the District and the Municipal Advisor. The Board hereby appoints Stradling, Yocca, Carlson & Rauth, a Professional Corporation, to act as bond counsel ("Bond Counsel") to the District in connection with the issuance of the Bonds pursuant to the existing contract between the District and Bond Counsel. Each Authorized Officer, acting alone, is authorized to request additional services pursuant to the terms of such existing contracts or to make amendments thereto as needed to obtain the services required to obtain ratings on and issue the Bonds.

**Section 23. Paying Agent Agreement.** The form of the Paying Agent Agreement on file with the Clerk of the Board is hereby approved, and each of the Authorized Officers, acting alone, is authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer.

**Section 24. Supplemental Resolution.**

(a) This resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of the Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) This resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this resolution as theretofore in effect;

(iii) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by this resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under this resolution;

(iv) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this resolution; or

(v) To amend or supplement this resolution in any other respect, provided such Supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment consented to as provided in Section 24(a) above shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

**Section 25. Resolution To Constitute Contract.** In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge and covenants made in this resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

**Section 26. Unclaimed Moneys.** Anything in this resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for one (1) year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

**Section 27. Investment of Certain Funds.** Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable and in a manner that will provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Tax Certificate. Nothing in this resolution shall prevent any Authorized Investments acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of Treasury of the United States. All funds held in the Debt Service Fund shall be invested at the sole discretion of the Treasurer of the County. Proceeds of the Bonds held by the Treasurer shall be invested at the Treasurer's sole discretion pursuant to law and the investment policy of the County. The Treasurer is hereby authorized and requested to invest any or all funds held hereunder at the Treasurer's discretion pursuant to law and the investment policy of the County, both of which may be amended or supplemented from time to time. In addition, to the extent permitted by law, (a) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to

make such request, all or any portion of the Building Fund of the District may be invested on behalf of the District in Authorized Investments, or (b) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, the Treasurer shall deposit any investment of all or any portion of the Building Fund made pursuant to Education Code Section 41015 in accordance with the instructions of the Authorized Officer and Education Code Section 41016.

**Section 28. Reimbursement of County Costs.** The District shall reimburse the County from the Costs of Issuance Fund for all out-of-pocket expenses and other costs incurred by the County, its officials, officers, agents and employees, in connection with the County's participation in the issuance and delivery of the Bonds.

**Section 29. Effective Date.** This resolution shall take effect immediately upon its passage.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on October 10, 2019, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 10<sup>th</sup> day of October 2019, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of October 2019.

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

## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$102,545,000 (the "Estimated Principal Amount").

(a) True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.84%.

(b) Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$1,810,488, of which \$285,000 is for costs of issuance to be paid from Bond proceeds, \$1,475,488 is Underwriter's discount (which includes an estimated \$445,488 for bond insurance premium to be paid by the Underwriter if the Underwriter elects to purchase bond insurance), and \$50,000 is for various Bond Administration fees (including fees paid to Paying Agent) over the life of the Bonds from funds other than Bond proceeds.

(c) Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds, as paid from Bond proceeds, which amount is estimated to be \$1,760,488, and any reserves or capitalized interest to be paid or funded with proceeds of the Bonds, which is the original issue premium estimated to be \$158,803 (to be deposited into the Debt Service Fund), is \$100,784,512.

(d) Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge of the Bonds, as described in (b) above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$148,495,965.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

MEMORANDUM

To: Jennifer Root  
From: Keith Weaver *KW*  
Sirikhwan Weaver *S.W.*  
Date: September 18, 2019  
Re: Documents Associated with Measure H 2019 G.O. Bonds

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Jennifer, as you know, on October 10<sup>th</sup>, the Board will be asked to consider a resolution authorizing the issuance of a third and final series of Measure H Bonds: the General Obligation Bonds, Election of 2014, Series 2019 (the "Bonds"). The resolution also approves the forms of various documents related to the Bond issuance. In preparation for the Board's consideration of these items, we are writing to briefly review the role of each of the primary documents.

**Resolution**

In addition to authorizing the sale of the Bonds based on a competitive bid process, the resolution also:

- Authorizes the issuance of the Bonds within certain parameters, including limiting the size of the principal amount to no more than \$102,545,000
- Requests the County to levy taxes for debt service payment
- Prescribes certain terms and conditions of the Bonds, including the payment dates, the method of interest calculation, and bond redemption and defeasance procedures
- Sets forth a good faith estimate of the costs of the financing
- Approves the forms of various documents related to the Bonds (as further described in the following sections), and authorizes certain District officials to execute the final versions of the documents with information available after the sale

Form of Bond

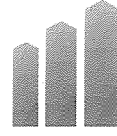
The final *Bond* will be executed by the District prior to closing and entitles the holder to receive principal and interest pursuant to the final terms of the Bonds, as finalized after the bond sale.

**Form of Bond Purchase Contract**

The *Bond Purchase Contract* specifies the terms and conditions under which the underwriter (to be selected using a competitive bidding process) will buy the Bonds from the District, including the principal amount, interest rate, and call option.

**Form of Agreement to Provide Paying Agent Services**

The *Agreement to Provide Paying Agent Services* outlines the responsibilities of the paying agent bank, U.S. Bank National Association, such as keeping a record of the registered owners



of the bonds, forwarding debt service payments from the County to such registered owners, and maintaining of accounts in connection with the Bonds. The paying agent will also be responsible for paying various professional invoices from the proceeds of the Bonds for services rendered in connection with the Bond issuance.

#### Form of Continuing Disclosure Certificate

The *Continuing Disclosure Certificate* outlines the District's responsibilities for updating the municipal market and investors with information after the Bonds have been issued. The intent is to inform the market of the annual financial condition of the District as well as other events that may be significant to investors. The required content of the annual report and the list of significant events are outlined in the *Continuing Disclosure Certificate*.

#### Preliminary Official Statement

The preliminary *Official Statement* (the "*POS*") is the offering document containing material information for an investor to make an informed investment decision.

Each Board member should review the *POS* and let District staff know if there are any concerns that the *POS* fails to provide accurate and complete information that a reasonable investor would consider significant in making a decision to purchase the Bonds. In reviewing the *POS*, please keep in mind that it is written with a certain amount of disclaimer and formality. This style is consistent with the industry standard for preparing such documents and enables the Bonds to be effectively marketed to potential investors. Based on the current schedule of events, it would be very helpful if any questions or comments regarding the *POS* could be shared with us by no later than October 21<sup>st</sup>.

Please note that the *POS* provided is a draft and is not complete. The completed version of the *POS* will be distributed to underwriters approximately one week before the currently planned sale date of October 30<sup>th</sup>, with the final *Official Statement* incorporating the terms of the sale distributed approximately one week after the sale.

Jennifer, we hope that you have found this memorandum helpful. As always, please let us know if you have any questions.

KW/skw

Enclosures



§ \_\_\_\_\_  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2014, SERIES 2019

**BOND PURCHASE CONTRACT**

October \_\_ 2019

Anaheim Union High School District  
301 North Crescent Way  
Anaheim, California 92801

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_ (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Anaheim Union High School District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at our office specified in Section 14 below prior to 11:59 p.m., California Time, on the date hereof.

**1. Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the District's General Obligation Bonds Election of 2014, Series 2019 in the aggregate principal amount of \$ \_\_\_\_\_ (the "Bonds"). The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The Underwriter will accept such delivery and pay the purchase price of the Bonds of \$ \_\_\_\_\_ (being equal to the aggregate principal amount of the Bonds, plus net original issue premium of \$ \_\_\_\_\_, less an underwriter's discount of \$ \_\_\_\_\_) in immediately available funds by wire transfer to the Paying Agent.

Within two business days of the date hereof, the Underwriter shall wire the amount of \$ \_\_\_\_\_ (the "Deposit") to U.S. Bank National Association, as paying agent (the "Paying Agent"), as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing (defined herein), and such Deposit in the amount thereof shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing. Any interest or other income from the investment of the Deposit by the District shall belong to the District.

If the District fails to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Bonds as set forth in this Purchase Contract, or if the obligation of the Underwriter with respect to

the Bonds shall be terminated for any reason permitted by this Purchase Contract, the amount of the Deposit shall immediately be paid to the Underwriter. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the Deposit shall be retained by the District as full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that the District's actual damages may be greater or may be less than the amount of the Deposit and the exact amount of such liquidated damages will be difficult to ascertain. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter.

**2. The Bonds.** The Bonds shall be dated their date of delivery and are subject to redemption as set forth in Appendix A hereto. The Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of, Resolution No. 2019/20-B-06 of the District adopted on October 10, 2019 authorizing the issuance of the Bonds (the "Bond Resolution") and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Law"). All capitalized terms used herein without definition shall have the meanings given to them in the Bond Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York; the Bonds shall initially be in authorized denominations of \$5,000 maturity value each or any integral multiple thereof.

The Bonds are being issued for the purpose of financing improvements to and the acquisition of equipment for various schools in the District.

**3. Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract and an Official Statement (defined below), the Bond Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

**4. Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields set forth on Appendix A hereto. Subsequent to such initial public offering the Underwriter may change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase the Bonds for resale to investors in an arm's-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set

forth in this Purchase Contract, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

**5. Establishment of Issue Price of the Bonds.** The Underwriter shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing the Closing Issue Price Certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the District and Bond Counsel.

*[If competitive bid rule is satisfied on sale day:*

The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the District shall disseminate this Purchase Contract to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost).

*[If competitive bid rule is not satisfied on sale day; apply 10% / hold-the-price rule:*

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at the Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District, and Bond Counsel. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor, Government Financial Strategies inc. (the "Municipal Advisor") and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Appendix B attached hereto for which the hold-the-offering-price rule described in subsection (c) below shall apply, the District shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of

that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix B attached hereto, except as otherwise set forth therein. Appendix B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(a) the close of the fifth (5th) business day after the sale date; or

(b) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section 6. Further, for purposes of this Section 5:

(i) “public” means any person other than an underwriter or a related party, and

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by both parties hereto.

**6. Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated October \_\_, 2019 (the “Preliminary Official Statement”). The District represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revisions or additions relating to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(c) below) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement, together with any amendments or supplements thereto prepared by the District, with such delivery being made in the manner required by the Rule. The Underwriter agrees that it will deliver a copy of the final Official Statement to each purchaser of the Bonds with such delivery being made in the manner required by the Rule. The Underwriter agrees that, in accordance with Rule G-32 of the MSRB, within one business day after receipt from the District but by no later than the Closing (as defined below), it will file a copy of the Official Statement with the MSRB.

**7. Closing.** At 8:00 a.m., California Time, on November \_\_, 2019, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of The Depository Trust Company (“DTC”) in New York, New York, or at such other place as we may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, in Newport Beach, California, the other documents set forth in Section 11(e) below.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) **Due Organization.** The District is a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Law.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Certificate, to be dated as of the date of Closing, to be entered into by the District to assist the Underwriter in satisfying its obligations under the Rule (the "Continuing Disclosure Certificate"), to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Bond Resolution constitute, and upon its execution, the Continuing Disclosure Certificate will constitute, valid and legally binding obligations of the District; (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract; and (vi) no statutory or constitutional limitation on indebtedness or taxation will be exceeded in issuing the Bonds.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) **No Conflicts.** The issuance of the Bonds, and the execution and delivery by the District of this Purchase Contract, the Bond Resolution, the Bonds and the Continuing Disclosure Certificate and the compliance with the provisions of such documents and resolutions do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and, to the best knowledge of the District, do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(e) **Litigation.** Except as described in the Preliminary Official Statement, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the District, or to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds as described in the Bond Resolution,

or the collection of the tax revenues pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District under the Bond Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract or the Bond Resolution, (b) declare the Bonds, this Purchase Contract, the Continuing Disclosure Certificate or the Bond Resolution to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes and the exemption of interest on the Bonds from California personal income taxation.

(f) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor the County on behalf of and at the request of the District, will have issued, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(g) Compliance with Internal Revenue Code. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon, and the District will comply with the applicable provisions of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered the Continuing Disclosure Certificate. The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Official Statement in Appendix B. To the District's knowledge, the information in the Preliminary Official Statement under the caption "CONTINUING DISCLOSURE" describes any instances in which the District has not complied during the last five years with its previous undertakings pursuant to the Rule.

(j) Official Statement. As of its date and as of the date hereof, the Preliminary Official Statement did not and does not, and as of the date hereof the Official Statement (excluding the information therein furnished in writing to the District by the Underwriter, DTC and its book-entry system or CUSIP numbers, as to which no view is expressed by the District) does not and as of the Closing will not, contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein in light of the circumstances under which they were made not misleading.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required or otherwise necessary in order to arrange for the levy and collection of taxes by the County for payment of the Bonds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer-Tax Collector a copy of the Bond Resolution, a copy of Appendix A hereto or the Official Statement, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

9. **Representations, Warranties and Agreements of the Underwriter.** The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-32, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, the final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all Appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in the designated electronic format in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds. The Underwriter agrees promptly to file a copy of the Official Statement with the MSRB and take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the Bonds to the ultimate purchasers;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is the earlier of the date which is



twenty-five (25) days following the End of the Underwriting Period (as defined below) or the date on which all of the Bonds have been sold by the Underwriter; and

(e) Amendments to Official Statement. From the date hereof until the earlier of twenty-five (25) days after the End of the Underwriting Period (as defined below) or the date on which all of the Bonds have been sold by the Underwriter, the District will amend or supplement the Official Statement in any manner necessary to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, and (at the expense of the District) shall deliver in the electronic format designated by the MSRB each amendment of or supplement to the Official Statement (in form and substance reasonably satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the Bonds are delivered to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the date of the Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing, and shall specify a date (other than the date of Closing and not more than 25 days after the Closing) to be deemed the "End of the Underwriting Period."

**11. Conditions to Closing.** The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement and any amendments thereto made in accordance with Section 10(e) shall have been delivered to the Underwriter and this Purchase Contract, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Law which, in the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Contract and the Continuing Disclosure Certificate to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on

appeal or otherwise set aside), or to the best knowledge of the District, be threatened which has any of the effects described in Section 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected in the reasonable judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation shall be enacted, or a decision by a court of the United States shall be rendered, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which has the effect of requiring the Bonds to be registered under, or the sale thereof to be in violation of, the Securities Act of 1933, as amended or has the effect of requiring the Bond Resolution to be qualified under the Trust Indenture Act of 1939, as amended, or, in each case, any law analogous thereto relating to governmental bodies;

(2) any law is enacted or approved by the Congress, either house of Congress, a committee of either house of Congress or a conference committee of the Congress which law would have a material adverse effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes or the applicability of any alternative minimum tax to interest on the Bonds;

(3) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities

(or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(8) the withdrawal or downgrading of any rating of the District's outstanding general obligation bonds by a national rating agency (other than due to the downgrade of the provider of any credit enhancements for such bonds); or

(9) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive a copy of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Bond Opinion. Approving opinion of Bond Counsel dated the date of the Closing and addressed to the District (the "Approving Opinion"), substantially in the form attached as Appendix C to the Preliminary Official Statement;

(2) Reliance Letter. A reliance letter, dated as of the date of Closing and addressed to the Underwriter of Bond Counsel to the effect that the Underwriter may rely upon the Approving Opinion;

(3) Supplemental Opinion. A supplemental opinion, dated as of the date of Closing and addressed to the Underwriter, of Bond Counsel to the effect that (i) this Purchase Contract and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute the legal, valid and binding agreements of the District, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on remedies against school districts in the State of California; provided, however, that no opinion as to the enforceability of any indemnification, contribution, choice of law, penalty or waiver provisions therein; (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the statements contained in the Official Statement on the cover and under the captions "INTRODUCTORY STATEMENT," "THE BONDS," "SECURITY AND SOURCE OF PAYMENT" and "LEGAL MATTERS—Tax Matters," (excluding any information relating to DTC, and its book-entry system and CUSIP numbers) and Appendices B and C to the Official Statement, insofar as such statements purport to summarize certain provisions of the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and the Approving Opinion, are accurate in all material respects.

(4) Certificate of the District. A certificate signed by an appropriate Authorized Officer (as defined in the Bond Resolution) of the District to the effect that (i) such

official is authorized to execute and has executed this Purchase Contract and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such Authorized Officer has reviewed the Official Statement and on such basis certifies that as of its date the Official Statement (other than the information therein furnished in writing to the District by the Underwriter or relating to the DTC and its book-entry system, and CUSIP numbers, as to which no view is expressed) did not and as of the Closing does not contain any untrue statement of a material fact and as of its date did not and as of the Closing does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Bond Resolution and this Purchase Contract;

(5) Tax Certificate. A tax certificate of the District with respect to the Bonds in form satisfactory to Bond Counsel;

(6) Bond Resolution. A certificate, together with fully executed copy of the Bond Resolution, of the Clerk of the Board of Trustees to the effect that:

(i) such copy is a true and correct copy of the Bond Resolution;  
and

(ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(7) Rule 15c2-12 Certificate. A copy of the “deemed final” certificate of the appropriate official of the District evidencing his or her determination respecting the Preliminary Official Statement in accordance with the Rule;

(8) Rating. Evidence as of the Closing Date satisfactory to the Underwriter that the Bonds have received, at a minimum, a rating of “\_\_\_” from Moody’s Investors Service (“Moody’s”), and “\_\_\_” from Fitch Ratings, Inc. (“Fitch”) and that neither of such ratings has been revoked or downgraded;

(9) Form 8038-G. Evidence that the federal tax information Form 8038-G has been prepared for filing;

(10) Notice of Final Sale. A copy of the Notice of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code;

(11) Certificate of Paying Agent. A certificate of a duly authorized officer of the Paying Agent in a form satisfactory to the District and the Underwriter;

(12) Continuing Disclosure Compliance Certificate. A certificate from Government Financial Strategies inc. addressed to the District and the Underwriter regarding the

accuracy of the information under the caption "CONTINUING DISCLOSURE" in the Official Statement; and

(13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract prior to the close of business on the date of Closing and if such unsatisfied conditions shall not have been waived by the Underwriter, or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and be of no further force and effect, except with respect to the obligations of the District and the Underwriter under Section 13 hereof.

**12. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

**13. Expenses.** The Underwriter shall pay from its own funds out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP fees, Electronic Municipal Market Access fees, travel (except in connection with securing a rating on the Bonds) and other expenses incurred by it.

The District shall pay any expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds (or from any other source of available funds of the District). The expenses to be paid by the District include: (i) the cost of the preparation and reproduction of the Bond Resolution; (ii) the fees and expenses of consultants; (iii) the fees and disbursements of Bond Counsel; (iv) the cost of the preparation, printing and delivery of the Bonds; (v) the cost of the preparation, delivery and electronic posting of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto; (vi) initial rating fee of Moody's and Fitch; (vii) fees and expenses of the Paying Agent for the Bonds, and (viii) all other fees and expenses incident to the sale of the Bonds other than those to be paid by the Underwriter pursuant to the previous paragraph.

In the event that the Closing does not occur, the Underwriter shall not be responsible for any costs related to the proposed issuance of the Bonds other than its own costs and the costs of its counsel, which costs, if any are due, shall be the responsibility of the District.

**14. Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Assistant Superintendent, Business, Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801; or if to the Underwriter, to \_\_\_\_\_, \_\_\_\_\_, Attention: \_\_\_\_\_.

**15. Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

**16. Severability.** If any one or more of the provisions in this Purchase Contract to be performed on the part of the District or the Underwriter should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be null and void and shall be deemed separate from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Purchase Contract.

**17. No Prior Agreements.** This Purchase Contract supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of the Bonds.

**18. Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

**19. Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

[PURCHASER]

By: \_\_\_\_\_  
Authorized Representative

[CONTINUATION OF SIGNATURE PAGE]

The foregoing is hereby agreed to and accepted as of the date first above written:

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Assistant Superintendent, Business



APPENDIX A  
MATURITY SCHEDULE

<i>Maturity Date (August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Initial Offering Price</i>
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**Redemption Provisions**

*Optional Redemption of the Bonds.* The Bonds maturing on or before August 1, 20\_\_, are not subject to redemption prior to their respective stated maturity dates. The Bonds maturing on and after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20\_\_, at a redemption price equal to the principal amount of the Bonds called for redemption plus accrued interest thereon to the date fixed for redemption, without premium.

*Mandatory Sinking Fund Redemption.* The Bonds maturing on August 1, 20\_\_ are subject to redemption prior to maturity from a mandatory sinking fund payment on August 1, 20\_\_ at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the date therefor and the final principal payment at maturity is as set forth in the following table:

*Redemption Date  
(August 1)*

*Principal Amount*

†

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(†) Final Maturity.

APPENDIX B

§ \_\_\_\_\_  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2014, SERIES 2019

FORM OF ISSUE PRICE CERTIFICATE

(Competitive Bid Rule)

\_\_\_\_\_ (the "Purchaser") is making these certifications in connection with the above-captioned bonds described in Schedule A attached hereto (the "Obligations") and hereby certifies and represents the following, based upon the information available to it; provided, however, that (i) the Purchaser expresses no view regarding the legal sufficiency or the correctness of any legal interpretation made by Bond Counsel, (ii) nothing herein represents the interpretation of the Purchaser of any laws, and, in particular, regulations under the Internal Revenue Code of 1986, as amended (the "Code"), and (iii) the Purchaser expresses no view regarding the legal sufficiency of any representations made herein:

**A. Issue Price.**

1. On October \_\_, 2019, the Purchaser won on a competitive basis the right to reoffer the Obligations.

2. As of the Sale Date, the reasonably expected initial offering prices of the Obligations to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Obligations used by the Purchaser in formulating its bid to purchase the Obligations. The Purchaser has actually offered each of the Maturities of the Obligations at the Expected Offering Prices. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Obligations.

3. The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

4. The bid submitted by the Purchaser constituted a firm offer to purchase the Obligations.

**B. Defined Terms.**

1. *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates or CUSIP identification numbers, are treated as separate Maturities.

2. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

3. *Related Party* means any entity if an underwriter and the entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

4. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is October \_\_, 2019.

5. *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Obligations to the Public).

All terms not defined herein have the meaning ascribed in the attached Tax Certificate.

Dated: \_\_\_\_\_, 2019

[PURCHASER]

By: \_\_\_\_\_  
Authorized Representative

SCHEDULE A

EXPECTED OFFERING PRICES

<i>Maturity Date (August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Expected Offering Prices</i>
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**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*

§ \_\_\_\_\_  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2014, SERIES 2019

**FORM OF ISSUE PRICE CERTIFICATE**

(10% Test and Hold-the-Offering Price Rule)

\_\_\_\_\_ (the "Purchaser") is making these certifications in connection with the above-captioned bonds described in Schedule A attached hereto (the "Obligations") and hereby certifies and represents the following, based upon the information available to it; provided, however, that (i) the Purchaser expresses no view regarding the legal sufficiency or the correctness of any legal interpretation made by Bond Counsel, (ii) nothing herein represents the interpretation of the Purchaser of any laws, and, in particular, regulations under the Internal Revenue Code of 1986, as amended (the "Code"), and (iii) the Purchaser expresses no view regarding the legal sufficiency of any representations made herein:

**A. Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

**B. Initial Offering Price of the Obligations Hold-the-Offering Price Maturities.**

1. The Underwriter offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule 2.

2. As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering Price Maturities, it would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Regulatory Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.

**C. Defined Terms.**

(a) "General Rule Maturities" means, the Maturities of the Obligations listed in Schedule A as "General Rule Maturities."



(b) "Hold-the-Offering Price Maturities" means, the Maturities of the Obligations listed in Schedule 1 as "Hold-the-Offering Price Maturities."

(c) "Holding Period" means, for each Maturity of the Obligations, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Obligations to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) "Issuer" means the Anaheim Union High School District.

(e) "Maturity" means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is \_\_\_\_\_, 2019.

(h) "Regulatory Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Obligations to the Public).

All terms not defined herein have the meaning ascribed in the attached Tax Certificate.

Dated: \_\_\_\_\_, 2019

[PURCHASER]

By: \_\_\_\_\_  
Authorized Representative

SCHEDULE A

SALES PRICE OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING  
PRICES OF THE HOLD-THE-OFFERING PRICE MATURITIES

<i>General Rule Maturities</i>	<i>Hold-the- Offering Price Maturities</i>	<i>Maturity (August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>
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§ \_\_\_\_\_  
**ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2014, SERIES 2019**

**AGREEMENT TO PROVIDE PAYING AGENT SERVICES**

This Agreement to Provide Paying Agent Services (the "Agreement") is made and entered into on the \_\_\_ day of November, 2019, by and between the Anaheim Union High School District (the "District") and U.S. Bank National Association, as paying agent (the "Paying Agent").

The District has authorized the issuance of the above-captioned bonds (the "Bonds"). The Bonds are being issued by the District pursuant to Resolution No. 2019/20-B-06 adopted by the Board of Trustees of the District on October 10, 2019 (the "Resolution of Issuance").

Pursuant to the Resolution of Issuance, the District has appointed the Paying Agent. Section 6 provides that all fees and expenses incurred by the Paying Agent shall be paid by the District. This Agreement sets out the terms and conditions of the Paying Agent's appointment. All capitalized terms not defined herein shall have the meanings set forth in the Resolution of Issuance.

The District and the Paying Agent agree as follows:

1. The Paying Agent acknowledges and accepts each of the duties and obligations of the Paying Agent under the Resolution of Issuance, including, but not limited to, its obligations to receive all money which the District is required to deposit with the Paying Agent under the Resolution of Issuance. The Paying Agent shall have no duties with respect to the investment of the funds deposited with it and shall be under no obligation to pay interest on any money received by it with respect to the Bonds.
2. The Paying Agent will (i) pay to the Owners of the Bonds on the dates specified in the Resolution of Issuance, principal of and interest due on the Bonds at maturity, by redemption, or otherwise, and (ii) keep and maintain a Bond Register, and books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein for and on behalf of the District, all in accordance with the terms of the Resolution of Issuance and this Agreement.

At least thirty (30) days prior to each payment date, the Paying Agent shall deliver to the County at the address below (unless otherwise directed in the future by the District or the County) an invoice stating the aggregate amount of interest and principal becoming due and payable on any such payment date. Failure of the Paying Agent to deliver such invoice shall not affect the District's obligation to pay debt service.

County of Orange  
Attn: Treasurer-Tax Collector  
P.O. Box 4515  
Santa Ana, CA 92702-4515

3. The Paying Agent will cancel all Bonds paid at maturity, or otherwise, and provide the District with a certificate of destruction unless notified in writing to the contrary.

4. The District will compensate the Paying Agent for its services as Paying Agent upon receipt of an invoice from the Paying Agent, in accordance with the schedule attached as Exhibit A hereto.

5. The Paying Agent shall have no duties or obligations other than those specifically set forth herein and in the Resolution of Issuance and no implied duties or obligations shall be read into this Agreement or the Resolution of Issuance against the Paying Agent.

6. The Paying Agent shall have no obligation to make any payments on the Bonds unless the District shall have caused sufficient funds to be deposited to pay all such amounts with the Paying Agent.

7. Pursuant to Section 10 of the Resolution of Issuance, the Paying Agent shall establish and hold a separate fund to be known as the "Costs of Issuance Fund" into which the District shall deposit proceeds of the sale of the Bonds in the amount of \$\_\_\_\_\_. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Paying Agent from time to time to pay the Costs of Issuance of the Bonds upon submission of a certificate or written request of the District (a "Requisition") stating (a) the person to whom payment is to be made, (b) the amount to be paid, and (c) the purpose for which the obligation was incurred. On the earlier of (i) May 1, 2020, or (ii) the date of receipt by the Paying Agent of a Requisition therefor, all amounts (if any) remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Paying Agent and be transferred to the Building Fund (as defined in Section 10 of the Resolution) and the Costs of Issuance Fund shall be closed. Each such Requisition shall be sufficient evidence to the Paying Agent of the facts stated therein and the Paying Agent shall have no duty to confirm the accuracy of such facts. Amounts in the Costs of Issuance Fund shall be held uninvested.

8. The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

9. The Paying Agent shall not be liable for any errors of judgment made in good faith other than its negligence or willful misconduct in connection with any act or omission related to its role as Paying Agent.

10. No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

11. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent for the Bonds.

12. Any money deposited with or otherwise held by the Paying Agent for the payment of the principal or interest on any Bond and remaining unclaimed for one year after the date when such Bond became due and payable shall be remitted back to the District in accordance with wiring instructions to be provided by the District to the Paying Agent. If any such money remains on deposit unclaimed for one year, the Paying Agent shall notify the District in writing of such fact.

13. The District and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand or controversy over its person, as well as funds on deposit, in a court of competent jurisdiction. The District and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

14. This Agreement may be amended only by an agreement in writing signed by both the parties hereto.

15. Any request, demand authorization, direction, notice, consent, waiver or the document provided or permitted hereby to be given or furnished to the District or the Paying Agent shall be mailed or delivered to the District or the Paying Agent, respectively, at the addresses shown herein, or such other address as may be given by one party to the other by fifteen (15) days written notice, as follows:

Paying Agent: U.S. Bank National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Global Corporate Trust Services

District: Anaheim Union High School District  
501 North Crescent Way  
Anaheim, CA 92801  
Attention: Assistant Superintendent, Business

16. This Agreement and the Resolution of Issuance constitute the entire agreement between the parties hereto relative to U.S. Bank National Association acting as Paying Agent and registrar for the Bonds.

17. To the extent permitted by law, the District shall indemnify the Paying Agent, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against, any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder or under the Resolution of Issuance (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Paying Agent's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

19. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

20. The District shall furnish the Paying Agent with the following documents to support this appointment:

- (a) a certified copy of the Resolution of Issuance authorizing the issuance of the Bonds and the appointment of U.S. Bank National Association as Paying Agent;
- (b) specimen Bonds;
- (c) a signed copy of Bond Counsel's legal opinion regarding the issuance and tax-exempt status of the Bonds;
- (d) an Official Statement; and
- (e) such other documents as the Paying Agent may reasonably request.

21. This Agreement shall remain in full force and effect until the Bonds mature, or until the Paying Agent is removed by the District as set forth in Section 6 of the Resolution of Issuance, or until the Paying Agent resigns. The Paying Agent may resign by providing 30 days prior written notice to the District but no resignation shall take effect until a successor has been appointed by the District.

22. The Paying Agent agrees to make all of its books and records relating to the Bonds available for inspection by the District during regular business hours upon reasonable prior notice.

23. USA Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Paying Agent could ask for documentation to verify its formation and existence as a legal entity. The Paying Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The District agrees to provide all such information and documentation as to itself as requested by Paying Agent to ensure compliance with federal law.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Assistant Superintendent, Business

U.S. BANK NATIONAL ASSOCIATION,  
as Paying Agent

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A



U.S. Bank Customer Confidential

**Schedule of Fees for Services as  
Paying Agent and Cost of Issuance  
For  
Anaheim Union High School District  
Series 2019 General Obligation Bonds**

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	\$500.00
CTS04120	<b>Paying Agent</b> Annual fee for the standard paying agent services associated with the administration of the account. Administration fees are payable in advance.	\$450.00
CTS04121 INIT MISC	<b>Cost of Issuance, One Time</b> One time fee for the set-up of the account and payment of issuance costs. This is a one-time fee payable at closing.	\$300.00
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost

**Extraordinary administration services:**

Extraordinary administration services (EAS) are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

**General terms and conditions:**

Your obligation to pay under this fee schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This fee schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising



regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

Important information about procedures for opening a new account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a nonindividual, such as a business entity, a charity, a trust or other legal entity, we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

August 9, 2019

## CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") dated November \_\_, 2019 is executed and delivered by the Anaheim Union High School District (the "Issuer") in connection with the issuance and delivery of \$\_\_\_\_\_ Anaheim Union High School District General Obligation Bonds, Election of 2014, Series 2019 (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Issuer, adopted on October 10, 2019 (the "Resolution").

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds and the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owners" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Disclosure Representative" shall mean the Superintendent or Assistant Superintendent, Business, of the Issuer or either of their designees, or such other officer or employee as the Issuer shall designate in writing from time to time.

"Dissemination Agent" shall mean, initially, Government Financial Strategies inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB.

"Financial Obligation" shall mean, for purposes of the Listed Events set out in Section 5(a)(10) and Section (5)(b)(8), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) and (b) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“Participating Underwriter” shall mean \_\_\_\_\_, as the original underwriter of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than the March 31 following the end of the Issuer’s fiscal year, commencing with the report for the fiscal year ending June 30, 2019, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be provided to the MSRB in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer’s fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the MSRB and the Dissemination Agent (if other than the Issuer) of a change in the fiscal year dates. Each Annual Report furnished to the Dissemination Agent constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon the information provided by the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is a person or entity other than the Issuer then, not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB, in the electronic format prescribed by the MSRB, stating that the Annual Report has not been filed and the expected filing date, if known.

(d) The Dissemination Agent (if other than the Issuer) shall:

(i) confirm the electronic filing requirements of the MSRB for the Annual Reports; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided the MSRB. The Dissemination Agent’s duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the date the Annual Report is due, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the Issuer, the Annual Report shall also include the following:

- (i) The average daily attendance in the Issuer for the preceding fiscal year;
- (ii) The schedule of changes in long-term debt for the Issuer for the preceding fiscal year;
- (iii) State funding received by the Issuer for the last completed fiscal year;
- (iv) The current fiscal year assessed valuation of the top 20 properties in the Issuer's boundaries;
- (v) Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year, which may be in the form of an update to the table on Page 38 of the Official Statement;
- (vi) The current fiscal year assessed valuation of taxable properties in the Issuer's boundaries; and
- (vii) Prior fiscal year total *ad valorem* secured tax charges and delinquencies for property located within the Issuer's boundaries.

(c) Financial information relating to the Issuer referenced in Section 4(b) may be updated from time to time, and such updates may involve displaying data in a different format or table or eliminating data that is no longer available.

(d) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(e) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document

included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of the Notice of Proposed Issue (IRS Form 5701-TEB);
- (6) tender offers;
- (7) defeasances;
- (8) ratings changes;
- (9) bankruptcy, insolvency, receivership or similar proceedings; and
- (10) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) unless described in paragraph 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (2) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (3) appointment of a successor or additional trustee or the change of the name of a trustee;
- (4) nonpayment related defaults;
- (5) modifications to the rights of Owners of the Bonds;
- (6) notices of redemption;
- (7) release, substitution or sale of property securing repayment of the Bonds; and
- (8) incurrence of a Financial Obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (b), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(6) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Resolution and the Dissemination Agent shall not be obligated to file a notice as required in this subsection (f) prior to the occurrence of such Listed Event.

(g) Any of the filings required to be made under this Section 5 shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Government Financial Strategies inc. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Paying Agent. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment. (a) This Disclosure Certificate may be amended, in writing, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(b) This Disclosure Certificate may be amended in writing with respect to the Bonds, upon obtaining consent of Owners at least 25% in aggregate principal of the Bonds then outstanding; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that the Dissemination Agent shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a

quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. If the Dissemination Agent is a person or entity other than the Issuer, this Section 11 shall apply. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond Owner's, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent



shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, the Owners and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Assistant Superintendent, Business  
Anaheim Union High School District  
501 North Crescent Way  
Anaheim, CA 92803

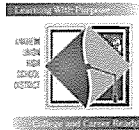
ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER \_\_, 2019

NEW ISSUE  
DTC BOOK-ENTRY ONLYFitch Rating: “\_\_\_”  
Moody’s Rating: “\_\_\_”  
See “RATINGS” herein

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS—Tax Matters” herein.



\$102,545,000\*

ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)

GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES 2019

**DATED: Date of Delivery****DUE: August 1, as shown on the inside cover**

The Anaheim Union High School District (Orange County, California) General Obligation Bonds, Election of 2014, Series 2019 in the aggregate principal amount of 102,545,000\* (the “Bonds”) are being issued by the Anaheim Union High School District (the “District”) to (i) finance the specific school facilities projects set forth in the ballot measure approved by the District’s voters at an election held on November 4, 2014, and (ii) pay certain costs of issuance of the Bonds. See “PLAN OF FINANCE” herein.

The Bonds are general obligation bonds of the District payable from *ad valorem* property taxes levied and collected by Orange County (the “County”) and other amounts on deposit in the Debt Service Fund. The Board of Supervisors of the County is empowered and obligated to annually levy and collect *ad valorem* property taxes without limitation as to rate or amount on all taxable property in the District (except for certain personal property which is taxable at limited rates) for the payment of principal of and interest on the Bonds. See “SECURITY AND SOURCE OF PAYMENT” herein.

The Bonds are being issued as current interest bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1 in the years and amounts set forth on the inside cover page hereof. Interest on the Bonds accrues from the date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2020. The Bonds are subject to redemption prior to their maturity. See “THE BONDS—Payment of Principal and Interest” and “—Redemption Provisions” herein.

The Bonds are being issued as fully registered bonds, without coupons, in book-entry form only. When delivered, the Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), acting as securities depository for the Bonds. Individual purchases of the Bonds will be made in book-entry only form and only in authorized denominations as described in this Official Statement. So long as Cede & Co. is the registered owner of the Bonds, payments of principal of and interest on the Bonds will be made by U.S. Bank National Association as paying agent (the “Paying Agent”) to DTC for subsequent disbursement to DTC participants who will remit such payments to the Beneficial Owners (defined herein). See “APPENDIX E—DTC BOOK-ENTRY ONLY SYSTEM” attached hereto.

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELEVANT TO AN INVESTMENT IN THE BONDS. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE NOT OTHERWISE DEFINED WILL HAVE THEIR MEANINGS SET FORTH HEREIN.**

**MATURITY SCHEDULE**

See Inside Cover

The Bonds are offered when, as and if issued by the District and received by \_\_\_\_\_ as underwriter of the Bonds (the “Underwriter”), subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel to the District. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about November 13, 2019.

This Official Statement is dated \_\_\_\_\_, 2019.

\*Preliminary, subject to adjustment.

\$102,545,000\*  
 ANAHEIM UNION HIGH SCHOOL DISTRICT  
 (ORANGE COUNTY, CALIFORNIA)  
 GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES 2019

MATURITY SCHEDULE

Maturity Date August 1	Principal Amount*	Interest Rate	Yield	Price	CUSIP <sup>+</sup>
2020	\$____	____%	____%	____%	032591 ____
2021	____	____	____	____	032591 ____
2022	____	____	____	____	032591 ____
2023	____	____	____	____	032591 ____
2024	____	____	____	____	032591 ____
2025	____	____	____	____	032591 ____
2026	____	____	____	____	032591 ____
2027	____	____	____	____	032591 ____
2028	____	____	____	____	032591 ____
2029	____	____	____	____	032591 ____
2030	____	____	____	____	032591 ____
2031	____	____	____	____	032591 ____
2032	____	____	____	____	032591 ____
2033	____	____	____	____	032591 ____
2034	____	____	____	____	032591 ____
2035	____	____	____	____	032591 ____
2036	____	____	____	____	032591 ____
2037	____	____	____	____	032591 ____
2038	____	____	____	____	032591 ____
2039	____	____	____	____	032591 ____
2040	____	____	____	____	032591 ____
2041	____	____	____	____	032591 ____
2042	____	____	____	____	032591 ____
2043	____	____	____	____	032591 ____

\* Preliminary; subject to adjustment

<sup>+</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District nor the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth herein.

**Use of Official Statement.** This Official Statement is submitted with respect to the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract between any owner of Bonds and the District or the Underwriter.

**No Securities Laws Registration.** The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities law of any state.

**No Unlawful Offers of Solicitations.** This Official Statement does not constitute an offer to sell nor the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale.

**No Offering Except by This Official Statement.** No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations, other than those contained herein, and if given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter.

**Information in Official Statement.** The information set forth herein has been furnished by the District and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

**Website.** The District maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

**Estimates and Projections.** Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based change.

**Statement of Underwriter.** The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities under federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

**Stabilization of and Changes to Offering Prices.** In connection with the offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Bonds offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof, and such public offering prices may be changed from time to time by the Underwriter.

\$102,545,000\*  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES 2019

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DISTRICT BOARD OF TRUSTEES

Brian O'Neal, President  
Annemarie Randle-Trejo, Clerk  
Katherine H. Smith, Assistant Clerk  
Al Jabbar, Member  
Anna L. Piercy, Member

DISTRICT ADMINISTRATION

Michael B. Matsuda, Superintendent  
Jennifer Root, Ed.D., Assistant Superintendent, Business  
Jaron E. Fried, Ed.D., Assistant Superintendent, Education  
Brad Jackson, Assistant Superintendent, Human Resources

Anaheim Union High School District  
501 North Crescent Way  
Anaheim, California 92801  
(714) 999-3511

MUNICIPAL ADVISOR

Government Financial Strategies inc.  
1228 N Street, Suite 13  
Sacramento, California 95814  
(916) 444-5100

BOND COUNSEL

Stradling Yocca Carlson & Rauth, a Professional Corporation  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
(949) 725-4000

PAYING AGENT

U.S. Bank National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, California 90071  
(213) 615-6051

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\* Preliminary; subject to adjustment

\$102,545,000\*  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES 2019

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\* Preliminary; subject to adjustment

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APPENDIX B — FORM OF CONTINUING DISCLOSURE CERTIFICATE  
APPENDIX C — PROPOSED FORM OF OPINION OF BOND COUNSEL  
APPENDIX D — ORANGE COUNTY TREASURER INVESTMENT POLICY STATEMENT  
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\$102,545,000\*  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES 2019

OFFICIAL STATEMENT

INTRODUCTORY STATEMENT

General

The purpose of this Official Statement, which includes the cover page, inside cover page, table of contents and attached appendices (the “Official Statement”), is to provide certain information concerning the sale and delivery of the Anaheim Union High School District (Orange County, California) General Obligation Bonds, Election of 2014, Series 2019 in the aggregate principal amount of \$102,545,000\* (the “Bonds”).

This INTRODUCTORY STATEMENT is not a summary of this Official Statement—it is only a brief description of and guide to this Official Statement. This INTRODUCTORY STATEMENT is qualified by more complete and detailed information contained in this entire Official Statement. A full review of this entire Official Statement should be made by a person interested in investing in the Bonds. The offering of the Bonds to potential investors is made only by means of this entire Official Statement.

The District

Anaheim Union High School District (the “District”), a political subdivision of the State of California (the “State”) established in 1898, is located in the southwestern region of the State approximately 25 miles south of the City of Los Angeles. The District occupies approximately 46 square miles in Orange County (the “County”) and serves a population of approximately 410,400 people residing in the cities of Anaheim, Buena Park, Cypress, La Palma and Stanton and surrounding areas. The District operates 19 schools serving approximately 30,000 students in seventh through twelfth grade. A five-member Board of Trustees (the “District Board”) governs the District. See “THE DISTRICT” and “DISTRICT FINANCIAL INFORMATION” herein.

Purpose of Issue

The Bonds are being issued by the District to (i) finance the specific school facilities projects set forth in the ballot measure approved by the District’s voters at an election held on November 4, 2014 and (ii) pay certain costs of issuance of the Bonds. See “THE BONDS—Authority for Issuance” and “PLAN OF FINANCE” herein.

Authority for Issuance

The Bonds are being issued by the District under and pursuant to the California Constitution (the “State Constitution”), certain provisions of the California Government Code (the “Government Code”) and the California Education Code (the “Education Code”), a resolution adopted by the District Board on October 10, 2019 (the “Resolution”). The Bonds were authorized at an election of the registered voters of the District held on November 4, 2014. See “THE BONDS—Authority for Issuance” herein.

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\* Preliminary; subject to adjustment

### Description of the Bonds

The Bonds are being issued as fully registered bonds, without coupons, in book-entry form only. When delivered, the Bonds will be initially registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”). So long as Cede & Co. is the registered owner of the Bonds, payments of principal of and interest on the Bonds will be made by U.S. Bank National Association as paying agent (the “Paying Agent”) to DTC for subsequent disbursement to DTC participants who will remit such payments to the beneficial owners of the Bonds (the “Beneficial Owners”). See “APPENDIX E—DTC BOOK-ENTRY ONLY SYSTEM” attached hereto.

The Bonds are being issued as current interest bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds are dated their date of delivery (the “Dated Date”) and mature on August 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2020. Interest on the Bonds is computed on the basis of a 360-day year comprised of 12 months of 30 days each. See “THE BONDS—Payment of Principal and Interest” herein.

The Bonds are subject to redemption prior to maturity. See “THE BONDS—Redemption Provisions” herein.

### Source of Payment for the Bonds

The Bonds are general obligation bonds of the District payable from *ad valorem* property taxes, levied pursuant to the provisions of the State Constitution and other State law, which the Board of Supervisors of Orange County (the “County Board”) is empowered and obligated to annually levy and collect, without limitation as to rate or amount, on all taxable property in the District (except for certain personal property which is taxable at limited rates) for the payment of principal of and interest on the Bonds and from amounts on deposit in the Debt Service Fund (as defined herein). See “SECURITY AND SOURCE OF PAYMENT” herein.

### Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions and assuming compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS—Tax Matters” herein. The form of the proposed opinion of Bond Counsel relating to the Bonds is included with this Official Statement. See “APPENDIX C—PROPOSED FORM OF OPINION OF BOND COUNSEL” attached hereto.

### Continuing Disclosure

The District will covenant for the benefit of the Underwriter, the Registered Owners (as defined herein) and the Beneficial Owners to make available annually certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Securities and Exchange Commission (the “SEC”) Rule 15c2-12(b)(5). The specific nature of the information to be made available annually and the enumerated events for which notice will be given are set forth in “APPENDIX B—FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. See also “CONTINUING DISCLOSURE” herein.

### Professionals Involved

Government Financial Strategies inc., Sacramento, California, has acted as municipal advisor (the “Municipal Advisor”) to the District with respect to the sale and delivery of the Bonds. See “MUNICIPAL ADVISOR” herein. Certain proceedings in connection with the sale and delivery of the Bonds are subject to the approving legal opinion of Stradling Yocca Carlson &

Rauth, a Professional Corporation as Bond Counsel. Pursuant to the Agreement to Provide Paying Agent Services (the "Paying Agent Agreement") dated November 13, 2019\* between the District and the Paying Agent, U.S. Bank National Association will act as paying agent with respect to the Bonds. Stradling Yocca Carlson & Rauth, a Professional Corporation and U.S. Bank National Association will receive compensation contingent upon the sale and delivery of the Bonds.

#### Other Information

This Official Statement may be considered current only as of its date that has been made a part of the cover page hereof, and the information contained herein is subject to change. A description of the Bonds and the District, together with summaries of certain provisions of the Resolution and other legal documents related to the Bonds (collectively, the "Legal Documents") are included in this Official Statement. Such summaries do not purport to be comprehensive or definitive, and all references made herein to the Legal Documents approved by the District are qualified in their entirety by reference to such document, and all references made herein to the Bonds are qualified in their entirety by reference to the form thereof included in the Legal Documents.

Interested parties may obtain copies of the Legal Documents, audited financial statements, annual budgets, or other information which is generally made available to the public by contacting Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, telephone (714) 999-3511, Attention: Assistant Superintendent, Business, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

### THE BONDS

#### Purpose of Issue

The Bonds are being issued by the District to (i) finance the specific school facilities projects set forth in the ballot measure approved by the District's voters at an election held on November 4, 2014, and (ii) pay certain costs of issuance of the Bonds. See "—Authority for Issuance" and "PLAN OF FINANCE" herein.

#### Authority for Issuance

The Bonds are being issued by the District in accordance with the provisions of Article XIII A, Section 1 and Article XVI, Section 18 of the State Constitution, the provisions of Government Code Section 53506 *et seq.*, and all laws amendatory to or supplemental thereof, certain provisions of Education Code Section 15100 *et seq.*, and all laws amendatory to or supplemental thereof, and pursuant to the provisions of the Resolution.

Pursuant to provisions of State law, the District Board adopted a resolution calling for an election to authorize the issuance of \$249.0 million in aggregate principal amount of general obligation bonds for authorized school purposes. On November 4, 2014, at an election duly held pursuant to the law (the "2014 Election"), more than 55 percent of the votes received from qualified voters within the boundaries of the District approved "Measure H" as follows:

*"To improve neighborhood schools, by repairing classrooms and labs, including leaky roofs, decaying walls, deteriorating restrooms, and accessibility for disabled students; upgrading basic infrastructure and utilities, including drinking water, sewer, and gas; enhancing safety and security, including fire safety and security systems; and acquiring, upgrading, and constructing 21<sup>st</sup> century classrooms, schools, sites, and support facilities, shall Anaheim Union High School District issue \$249 million of bonds at legal rates, with audits, citizen oversight, and no funds for administrative salaries?"*

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\* Preliminary; subject to adjustment

The Orange County Registrar of Voters certified the results of the election as follows:

**General Obligation Bond Election of 2014  
Anaheim Union High School District**

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<u>Yes Votes</u>	<u>No Votes</u>
30,238 (59.1%)	20,939 (40.9%)

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Source: Registrar of Voters, Orange County.

On May 27, 2015, the District issued the first series of bonds authorized by the 2014 Election, the Anaheim Union High School District (Orange County, California) General Obligation Bonds, Election of 2014, Series 2015 (the “2015 Bonds”) in the aggregate principal amount of \$63,455,000.

On April 19, 2018, the District issued the second series of bonds authorized by the 2014 Election, the Anaheim Union High School District (Orange County, California) General Obligation Bonds, Election of 2014, Series 2018 (the “2018 Bonds”) in the aggregate principal amount of \$83,000,000.

The Bonds represent the third and final series of general obligation bonds to be issued under Measure H. Upon the issuance of the Bonds, the District will have no authorization remaining unissued under the 2014 Election\*. See “DISTRICT FINANCIAL INFORMATION—Long Term Borrowings” herein.

**Form and Initial Registration**

Pursuant to the Resolution and the Paying Agent Agreement, the Paying Agent will keep and maintain for and on behalf of the District, at the principal office of the Paying Agent, registration books (the “Bond Register”) for recording the owners of the Bonds (the “Registered Owners”), the transfer, exchange and replacement of the Bonds and the payment of the principal of and interest on the Bonds to the Registered Owners.

The Bonds will be initially executed and delivered as one fully registered bond for each maturity, without coupons, in the name of Cede & Co. as nominee of DTC, acting as securities depository for the Bonds. Purchases of Bonds under the DTC book-entry system must be made by or through a DTC participant in the principal amount of \$5,000 or integral multiples thereof for each maturity, and beneficial ownership interests in Bonds will be recorded as entries on the books of said participants. Except in the event that use of this book-entry system is discontinued for the Bonds, the Beneficial Owners of the Bonds will not receive physical certificates representing their ownership interests in the Bonds. See “APPENDIX E—DTC BOOK-ENTRY ONLY SYSTEM” attached hereto.

**So long as the Bonds are registered in the name of Cede & Co., or its registered assigns, as nominee for DTC, references in this Official Statement to the Registered Owners mean Cede & Co., or its registered assigns, and do not mean the Beneficial Owners of the Bonds.**

**Payment of Principal and Interest**

The Bonds are dated their Dated Date and mature on August 1 in each of the years and in the amounts set forth on the inside cover page hereof.

Interest on the Bonds accrues from their Dated Date and is payable semiannually on February 1 and August 1 of each year (each, a “Bond Payment Date”), commencing August 1, 2020, at the annual interest rates shown on the inside cover page hereof. Interest on the Bonds is computed on the basis of a 360-day year comprised of 12 months of 30 days each.

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\* Preliminary; subject to adjustment

Each Bond bears interest from the Bond Payment Date next preceding the date of authentication thereof, unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it bears interest from such Bond Payment Date, or unless it is authenticated prior to July 15, 2020, in which event it bears interest from its Dated Date, provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto is payable from the Bond Payment Date to which interest has previously been paid or made available for payment.

The principal or redemption price of and interest on the Bonds is payable in lawful money of the United States of America by wire transfer on each payment date to Cede & Co., or its registered assigns, as nominee of DTC, so long as Cede & Co. is the sole Registered Owner. In the event the book-entry system is no longer in use, the principal or redemption price of the Bonds is payable upon surrender thereof at maturity or earlier redemption at the principal office of the Paying Agent, and payments of interest will be made by wire transfer or check mailed to the Registered Owner on the Bond Payment Date at his or her address as it appears on the Bond Register or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the 15th day of the month preceding such Bond Payment Date (the "Record Date"). The Registered Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Registered Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

Redemption Provisions\*

*Optional Redemption.* The Bonds maturing on or prior to August 1, 2027 are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 2028 are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 2027, at a redemption price equal to the principal amount of the bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

*Mandatory Sinking Fund Redemption.* The Bonds maturing on August 1, 20\_\_ (the "20\_\_ Term Bonds") are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by the 20\_\_ Term Bonds to be so redeemed and the dates therefor and the final principal payment date and amount is as set forth in the following table.

**Mandatory Sinking Fund Redemption Schedule  
20\_\_ Term Bonds**

<u>Redemption Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
20__	\$ _____
20__ <sup>1</sup>	\$ _____

<sup>1</sup>Indicates maturity of the 20\_\_ Term Bonds.

In the event that a portion of the 20\_\_ Term Bonds is optionally redeemed, the remaining sinking fund payments for the 20\_\_ Term Bonds will be reduced as directed by the District or, if no such direction is provided, proportionately, as nearly as practicable, in integral multiples of \$5,000, in an amount equal to the principal amount optionally redeemed.

*Selection of Bonds for Redemption.* Whenever provision is made for the optional redemption of the Bonds outstanding thereunder and less than all the Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, will select Bonds for redemption from one or more maturities as directed by the District. Within a maturity, the Paying Agent will select the Bonds for redemption by lot. Redemption by lot will be in such manner as the Paying Agent determines; provided,

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\* Preliminary; subject to adjustment

however, that the portion of any Bond to be redeemed in part will be in the principal amount of \$5,000 or any integral multiple thereof.

*Notice of Redemption.* Notice of any redemption of Bonds will be given by the Paying Agent at least 30 but not more than 60 days prior to the redemption date (i) so long as the Bonds are registered in the name of the Cede & Co., in such manner as complies with the requirements of DTC, and (ii) if the Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Registered Owner at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent will send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be so redeemed. Such notice of redemption will specify: (i) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (ii) the date of redemption, (iii) the place or places where the redemption will be made, including the name and address of the Paying Agent, (iv) the redemption price, (v) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (vi) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount, of such Bond to be redeemed, and (vii) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each notice of redemption will further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Notices of redemption (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

Any notice of redemption for an optional redemption of the Bonds may be conditional, and, if any condition stated in the notice of redemption has not been satisfied on or prior to the redemption date: (i) the notice of redemption will be of no force and effect, (ii) the District will not be required to redeem such Bonds, (iii) the redemption will not be made, and (iv) the Paying Agent will within a reasonable time thereafter give notice to the persons and entities to which such conditional notice of redemption was sent and in the manner in which the conditional notice of redemption was given that such condition or conditions were not met and that the redemption was canceled.

Neither the failure to receive any notice of redemption given under the Resolution nor any defect in any such notice of redemption will affect the sufficiency of the proceedings for the redemption of the Bonds selected for redemption.

*Additional Notice.* In addition to the notice of redemption set forth above, further notice will be given by the Paying Agent at least 30 days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to DTC or such other depository as is appointed by the District or the Paying Agent and to the Electronic Municipal Market Access System ("EMMA") operated by the Municipal Securities Rulemaking Board (the "MSRB"); or, in accordance with then-current guidelines of the Securities and Exchange Commission (the "SEC"), such other services providing information with respect to called bonds as the District or the Paying Agent may select.

*Partial Redemption of Bonds.* Upon the surrender of any Bond redeemed in part only, the Paying Agent will execute and deliver to the Registered Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption will be valid upon payment of the amount required to be paid to such Registered Owner, and the District will be released and discharged thereupon from all liability to the extent of such payment.

*Effect of Notice of Redemption.* When notice of redemption has been given in accordance with the Resolution, and when the redemption price of the Bonds called for redemption is on deposit in accordance with the Resolution, the Bonds designated for redemption will become due and payable on the specified redemption date and interest will cease to accrue thereon as of the redemption date.

#### Registration, Transfer and Exchange

So long as any of the Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office the Bond Register. Subject to the provisions of the Resolution, the person in whose name a Bond is registered on the Bond Register will be regarded as the absolute owner of that Bond for all purposes of the Resolution. Payment of or on account of the principal of and interest on any Bond will be made only to or upon the order of that person; neither the District nor the Paying Agent will be affected by any notice to the contrary, but the registration may be changed as provided in the Resolution. All such payments will be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and principal amount upon presentation and surrender at the office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the office of the Paying Agent designated for such purpose together with an assignment executed by the Registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent will complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Registered Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

In all cases of exchanged or transferred Bonds, the District will sign and the Paying Agent will authenticate and deliver Bonds in accordance with the provisions of the Resolution. All fees and costs of transfer will be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer will be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under the Resolution as the Bonds surrendered upon that exchange or transfer.

Neither the District nor the Paying Agent is required (i) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (ii) to transfer any Bonds which have been selected or called for redemption in whole or in part.

#### Defeasance

All or any portion of the Bonds may be defeased prior to maturity in the following ways: (1) *Cash*: by irrevocably depositing with the Paying Agent, or an independent escrow agent selected by the District, an amount of cash which together with amounts then on deposit in the Anaheim Union High School District Election of 2014 General Obligation Bonds Debt Service Fund (the "Debt Service Fund") is sufficient to pay any Bonds designated for defeasance, including all principal and interest and redemption premium, if any; or (2) *Government Obligations*: by irrevocably depositing with the Paying Agent, or an independent escrow agent selected by the District, non-callable Government Obligations (as defined herein) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds designated for defeasance (including all principal and interest represented thereby and redemption premium, if any) at or before their maturity or redemption date, as applicable.

If a Bond is defeased as described above, then all obligations of the District under the Resolution with respect to the Bond so defeased will cease and terminate, whether or not such Bond has been surrendered for payment, except only (i) the obligation of the Paying Agent and the District to pay or cause to be paid to the Registered Owners of the Bond all sums due thereon from the amounts on deposited pursuant to (1) and (2) above.

Government Obligations are defined in the Resolution as direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P") in the same rating category as the underlying direct and general obligations of the United States of America.

### Unclaimed Moneys

Any moneys held by the Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for one year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, will be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent will thereupon be released and discharged with respect thereto and the Registered Owners of such Bonds must look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent will, at the expense of District, cause to be mailed to the Registered Owners of all such Bonds at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than 30 days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

### Supplemental Resolutions

The Resolution, and the rights and obligations of the District and of the Registered Owners, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of the Registered Owners owning at least 60 percent in aggregate principal amount of the then outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Registered Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent.

The Resolution, and the rights and obligations of the District and of the Registered Owners, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Registered Owners: (i) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution then in effect; (ii) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution then in effect; (iii) to confirm or provide further assurance of any pledge under the Resolution, and subject to any lien or pledge created or to be created by the Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution then in effect; (iv) to cure any ambiguity, supply any omission, or correct any defect or inconsistent provision in the Resolution then in effect; or (v) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Registered Owners.

Any act done pursuant to a modification or amendment so consented to shall be binding upon the Registered Owners and shall not be deemed an infringement of any of the provisions of the Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of the Resolution, and after consent relating to such specified matters has been given, no Registered Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

### Paying Agent

U.S. Bank National Association will act as the transfer agent, bond registrar, authenticating agent and paying agent for the Bonds unless and until replaced by the District with a successor paying agent as described in the Resolution. The Paying Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least 60 days' written notice to the District. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be the Orange County Treasurer (the "Treasurer") or a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution. Such Paying Agent shall signify the



acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

As long as Cede & Co or a successor nominee or DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. Any failure of DTC to advise any DTC participant or of any DTC participant to notify any Beneficial Owner of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Bonds called for redemption or of any other action premised on such notice. The Paying Agent, the District and the Underwriter have no responsibility or liability for any aspects of the records relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising, or reviewing any records relating to beneficial ownership of interests in the Bonds.

## PLAN OF FINANCE

### Application and Investment of Bond Proceeds

A portion of the proceeds of the sale of the Bonds, exclusive of any premium, will be transferred to the Treasurer for deposit in the Anaheim Union High School District Election of 2014 General Obligation Bonds Building Fund (the "Building Fund") created and established in the Orange County Treasury (the "County Treasury") in accordance with Education Code Section 15146. Moneys deposited in the Building Fund will be used solely for the purpose for which the Bonds are being issued. Interest earned on moneys held in the Building Fund will be retained solely in the Building Fund. So long as any Bonds are outstanding, any proceeds of the sale of the Bonds deposited in the Building Fund not needed for the purposes of the Bonds will be transferred to the Debt Service Fund, established and maintained by the Treasurer in the County Treasury pursuant to Education Code Section 15251, to be applied to the payment of principal of and interest on the Bonds.

A portion of the proceeds from the sale of the Bonds, exclusive of any premium, will be transferred to the Paying Agent and deposited into the Anaheim Union High School District General Obligation Bond Election of 2014 General Obligation Bonds Costs of Issuance Fund (the "Costs of Issuance Fund") to be created and established with the Paying Agent pursuant to the Resolution and the Paying Agent Agreement to pay costs associated with the issuance of the Bonds. The moneys in the Costs of Issuance Fund will be held uninvested. Any proceeds of the sale of the Bonds deposited in the Costs of Issuance Fund not needed to pay the costs of issuance of the Bonds will be withdrawn therefrom by the Paying Agent and transferred to the Treasurer for deposit in the Building Fund.

The premium, if any, received by the District from the sale of the Bonds will be transferred to the Treasurer for deposit in the Debt Service Fund. Moneys deposited in the Debt Service Fund will be used solely for the payment of principal of and interest on general obligation bonds of the District authorized at the 2014 Election. Interest earned on moneys held in the Debt Service Fund will be retained in the Debt Service Fund. Any moneys remaining in the Debt Service Fund after the principal of and interest on the Bonds have been paid will be used to pay other general obligation bonds of the District authorized at the 2014 Election, or, if there are no such general obligation bonds of the District outstanding, will be transferred to the general fund of the District (the "General Fund") pursuant to Education Code Section 15234.

All funds held by the Treasurer in the Building Fund and the Debt Service Fund are expected to be invested at the sole discretion of the Treasurer, on behalf of the District, in investment pools of the County into which the District may lawfully invest its funds, and in any investments authorized pursuant to Government Code Section 53601 and 53635 in accordance with the investment policy of the County, as such statutes and investment policy may be amended or supplemented from time to time. Under existing law, amounts in the Building Fund are required to be invested in the County Treasury and will be invested in the Orange County Educational Investment Pool. At no time shall the proceeds of the Bonds be withdrawn by the District for investment outside the County Treasury. See "ORANGE COUNTY EDUCATIONAL INVESTMENT POOL" herein and "APPENDIX D—ORANGE COUNTY TREASURER INVESTMENT POLICY STATEMENT" attached hereto.

Sources and Uses of Funds

The sources and uses of funds in connection with the sale and delivery of the Bonds are set forth in the following table.

**Sources and Uses of Funds  
General Obligation Bonds, Election of 2014, Series 2019**

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SOURCES OF FUNDS	
Par Amount of Bonds	\$
Net Original Issue Premium	
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$</b>
USES OF FUNDS	
Building Fund	\$
Debt Service Fund	
Costs of Issuance Fund <sup>1</sup>	
Underwriter's Discount	
<b>TOTAL USES OF FUNDS</b>	<b>\$</b>

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<sup>1</sup>The Costs of Issuance Fund will be used to pay costs of issuance of the Bonds including fees and expenses of Bond Counsel, the Municipal Advisor, the Paying Agent, and the rating agencies and certain other expenses related to the issuance of the Bonds.

Debt Service Schedules

Scheduled debt service on the Bonds (assuming no optional redemption of Bonds) is shown in the following table.

**Debt Service Schedule  
General Obligation Bonds, Election of 2014, Series 2019**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Semiannual Debt Service</u>	<u>Annual Debt Service</u>
August 1, 2020				
February 1, 2021				
August 1, 2021				
February 1, 2022				
August 1, 2022				
February 1, 2023				
August 1, 2023				
February 1, 2024				
August 1, 2024				
February 1, 2025				
August 1, 2025				
February 1, 2026				
August 1, 2026				
February 1, 2027				
August 1, 2027				
February 1, 2028				
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August 1, 2037				
February 1, 2038				
August 1, 2038				
February 1, 2039				
August 1, 2039				
February 1, 2040				
August 1, 2040				
February 1, 2041				
August 1, 2041				
February 1, 2042				
August 1, 2042				
February 1, 2043				
August 1, 2043				
Total	\$	\$	\$	\$

Upon issuance of the Bonds, scheduled debt service on the District’s outstanding general obligation bond debt (assuming no optional redemption of such general obligation bond debt) is shown in the following table. See “DISTRICT FINANCIAL INFORMATION—Long-Term Borrowings” for more information on the District’s outstanding bonded debt.

**Outstanding General Obligation Bond Debt Service  
Anaheim Union High School District**

Year Ended June 30	Outstanding General Obligation Bonds Debt Service	General Obligation Bonds Election of 2014, Series 2019 Debt Service	Total General Obligation Bond Debt Service
2020	\$21,373,588	\$	\$
2021	18,527,338		
2022	16,289,338		
2023	16,096,588		
2024	14,847,363		
2025	14,687,163		
2026	15,250,500		
2027	17,030,541		
2028	16,670,994		
2029	18,260,969		
2030	7,569,469		
2031	7,880,481		
2032	8,186,569		
2033	8,355,394		
2034	8,207,656		
2035	8,546,031		
2036	8,905,713		
2037	9,191,406		
2038	9,406,406		
2039	9,585,616		
2040	9,932,225		
2041	10,246,288		
2042	8,196,850		
2043	8,433,750		
2044	<u>8,699,625</u>		
Total	<u>\$300,377,856</u>		

SECURITY AND SOURCE OF PAYMENT

Introduction

The Bonds are general obligation bonds of the District payable from *ad valorem* taxes levied and collected by the County solely for the payment of principal of and interest on the Bonds and from amounts on deposit in the Debt Service Fund. The County Board is empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates) in order to provide sufficient funds for repayment of principal of and interest on the Bonds when due. Although the County is obligated to levy and collect the *ad valorem* taxes for the payment of the Bonds, the Bonds are not a debt of the County.

The proceeds of such *ad valorem* taxes, when collected, will be placed in the Debt Service Fund, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code 53515 (discussed below), the Bonds shall be secured by a statutory lien on all revenues received pursuant

to the levy and collection of *ad valorem* taxes for the payment of the Bonds. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the principal of and interest on the Bonds when due.

Various officers of the County are responsible for the performance of each function in the property taxation system within the County. Property tax revenues result from the application of the appropriate tax rate to the total net assessed value of taxable property in the District. All property, including real, personal and intangible property, is taxable, unless granted an exemption by the State Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The California Legislature (the "State Legislature") may create additional exemptions for personal property, but not for real property. Taxes on property located in a school district with boundaries extending into more than one county are administered separately by each county in which the property is located (the District is located solely in the County).

Taxes on real property located within the District are assessed and collected by the County in the same manner, at the same time, and in the same installments as other *ad valorem* taxes on real property located in the County. In addition to general obligation bonds issued by the District, other entities with jurisdiction in or overlapping with the District may issue debt payable from *ad valorem* taxes also levied on parcels in the District. Such taxes have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as *ad valorem* taxes levied for the payment of the Bonds and other general obligation bonds of the District.

In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Bonds from any source of funds other than *ad valorem* taxes. However, nothing in the Resolution prevents the District from making advances of its moneys, howsoever derived, to any use or purpose permitted by law.

#### Statutory Lien on Ad Valorem Tax Revenues

Government Code Section 53515 provides that all general obligation bonds issued and sold by or on behalf of a local agency in the State are secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax. The lien automatically arises without the need for any action or authorization by the local agency or its governing board and is valid and binding from the time the bonds are executed and delivered. In addition, the revenues received pursuant to the levy and collection of the tax will be immediately subject to the lien, and the lien will automatically attach to the revenues and be effective, binding, and enforceable against the local agency, such as the District, as applicable, its successor, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for physical delivery, recordation, filing, or further tax. Government Code Section 53515 applies to the Bonds.

#### Assessed Valuation of Property

The Orange County Assessor (the "County Assessor") must annually assess all taxable property in the County (except for "utility" property, assessed by the State) to the person, business or legal entity owning, claiming, possessing or controlling the property on January 1, the lien date. Property assessed by the County Assessor is subject to the reappraisal provisions set forth in the State Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES—Article XIII A of the State Constitution" herein. The duties of the County Assessor are to discover all assessable property, to inventory and list all taxable property, to value the property, and to enroll the property on the local assessment roll. Locally assessed taxable property is classified as either "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The secured roll contains real property sufficient, in the opinion of the County Assessor, to secure the payment of the taxes as a lien on real property. All other property is unsecured and assessed on the unsecured roll.

The secured roll also includes certain "utility" property, entered on the utility roll, located in the County but assessed by the State Board of Equalization (the "SBE") rather than by the County Assessor. Such property includes property owned or used by State-regulated transportation and communications utilities such as railways, telephone and telegraph companies, companies transmitting or selling gas or electricity, and pipelines, flumes, canals and aqueducts lying within two or more counties. Property assessed by the SBE is not subject to the provisions of Proposition 13 (1978) and is annually reappraised at its market value as of January 1 and then allocated by formula among all the taxing jurisdictions in the County, including the

District. The growth or decline in the assessed valuation of utility property is shared by all jurisdictions in the County. The District can make no predictions regarding the impact of the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies on the amount of tax revenue collected. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of property in the District, since the property's value will no longer be divided among taxing jurisdictions in the County; the transfer of property located and taxed in the District to a State-assessed utility will, in general, reduce the assessed value in the District, as the value is shared among the other jurisdictions in the County. The greater the total assessed value of all taxable property in the District, the lower the tax rate necessary to generate taxes sufficient to pay scheduled debt service on the Bonds.

Shown in the following table are 10 years of the District's historical assessed valuation. Total secured assessed value includes net local secured values less the amount of secured homeowner exemptions. Total utility assessed value is the assessed value on "utility" property as allocated by the SBE. Total unsecured assessed value includes net local unsecured values less the amount of unsecured homeowner exemptions.

**Historical Total Secured and Unsecured Assessed Valuation  
Anaheim Union High School District**

Year Ended <u>June 30</u>	Total Secured <u>Assessed Value</u>	Total Utility <u>Assessed Value</u>	Total Unsecured <u>Assessed Value</u>	Total <u>Assessed Value</u>	Percentage <u>Change</u>
2011	\$31,282,150,043	\$7,308,922	\$1,591,683,744	\$32,881,142,709	-
2012	31,710,338,173	12,240,588	1,481,610,381	33,204,189,142	0.98%
2013	32,550,587,900	1,633,743	1,497,592,459	34,049,814,102	2.55
2014	33,695,300,533	1,633,743	1,517,299,604	35,214,233,880	3.42
2015	35,229,717,378	1,633,743	1,821,844,403	37,053,195,524	5.22
2016	36,977,456,233	1,125,731	1,550,111,203	38,528,693,167	3.98
2017	38,893,017,746	1,125,731	1,449,885,411	40,344,028,888	4.71
2018	40,710,646,422	928,805	1,431,244,771	42,142,819,998	4.46
2019	43,132,287,346	5,820,365	1,640,582,073	44,778,689,784	6.25
2020	46,093,925,511	4,820,316	1,668,082,326	47,766,829,153	6.67

Source: Orange County Assessor.

The District may not issue bonds in excess of 1.25 percent of the assessed valuation of taxable property within its boundaries. The District's gross bonding capacity in fiscal year 2019-20 is approximately \$593.9 million. Upon issuance of the Bonds, the District will have remaining bonding capacity of approximately \$310.4 million\*. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES—Article XIII A of the State Constitution" herein.

*The remaining tables under this caption "SECURITY AND SOURCE OF PAYMENT" have been prepared by California Municipal Statistics, Inc. They have been included for general information purposes only. The District has not independently verified and does not guarantee the accuracy of the information in such tables.*

\* Preliminary; subject to adjustment

Shown in the following table is the distribution of total assessed value among the cities and unincorporated areas encompassed by the District for fiscal year 2019-20.

**Assessed Valuation by Jurisdiction  
Anaheim Union High School District**

<u>Jurisdiction</u>	<u>Assessed Valuation in District</u>	<u>Percent of District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>Percent of Jurisdiction in District</u>
City of Anaheim				
City of Buena Park				
City of Cypress				
City of Fullerton				
City of Garden Grove	[TO COME]			
City of La Palma				
City of Los Alamitos				
City of Orange				
City of Stanton				
Unincorporated County				
Total District				
Orange County Total				

Source: California Municipal Statistics, Inc.

Shown in the following table is a distribution of taxable real property located in the District by principal purpose for which the parcels are used along with the local secured assessed valuation (excludes homeowners' exemption) and number of parcels for each use for fiscal year 2019-20.

**Assessed Valuation and Parcels by Land Use  
Anaheim Union High School District**

	<u>2019-20 Assessed Valuation<sup>1</sup></u>	<u>Percent of Total</u>	<u>Number of Parcels</u>	<u>Percent of Total</u>
<b><u>Non-Residential:</u></b>				
Rural/Undeveloped	\$25,214,569	0.05%	11	0.01%
Commercial/Office Building/Recreational	13,213,936,137	28.67	2,929	3.40
Industrial	3,193,017,621	6.93	1,195	1.39
Government/Social/Institutional	0	0.00	1,612	1.87
Miscellaneous	<u>9,895,302</u>	<u>0.02</u>	<u>33</u>	<u>0.04</u>
Subtotal Non-Residential	\$16,442,063,629	35.67%	5,780	6.72%
<b><u>Residential:</u></b>				
Single Family Residence	\$20,582,302,621	44.65%	57,211	66.47%
Condominium/Townhouse	2,961,571,509	6.43	8,438	9.80
Timeshare Unit	8,455,361	0.02	7,794	9.06
Mobile Home	82,686,868	0.18	3,240	3.76
2+ Residential Units/Apartments	<u>6,016,846,523</u>	<u>13.05</u>	<u>3,604</u>	<u>4.19</u>
Subtotal Residential	\$29,651,862,882	64.33%	80,287	93.28%
Total	\$46,093,926,511	100.00%	86,067	100.00%

<sup>1</sup>Local secured assessed valuation, excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

The following table sets forth the assessed valuation of single-family homes within the District's boundaries for fiscal year 2019-20.

**Per-Parcel Assessed Valuation of Single-Family Homes  
Anaheim Union High School District**

	Number of <u>Parcels</u>	2019-20 <u>Assessed Valuation</u>	Average <u>Assessed Valuation</u>	Median <u>Assessed Valuation</u>		
Single-Family Residential	57,211	\$20,582,302,621	\$359,761	\$340,568		
<u>2019-20 Assessed Valuation</u>	<u>Number of Parcels<sup>1</sup></u>	<u>Percent of Total</u>	<u>Cumulative Percent of Total</u>	<u>Total Valuation</u>	<u>Percent of Total</u>	<u>Cumulative Percent of Total</u>
\$0 - \$49,999	526	0.919%	0.919%	\$18,219,637	0.089%	0.089%
\$50,000 - \$99,999	7,281	12.727	13.646	524,729,128	2.549	2.638
\$100,000 - \$149,999	2,622	4.583	18.229	322,846,003	1.569	4.207
\$150,000 - \$199,999	2,993	5.232	23.461	530,956,528	2.580	6.786
\$200,000 - \$249,999	5,312	9.285	32.745	1,203,658,300	5.848	12.634
\$250,000 - \$299,999	5,771	10.087	42.833	1,583,184,211	7.692	20.326
\$300,000 - \$349,999	5,074	8.869	51.702	1,647,018,705	8.002	28.328
\$350,000 - \$399,999	4,749	8.301	60.002	1,780,495,778	8.651	36.979
\$400,000 - \$449,999	4,309	7.532	67.534	1,827,543,310	8.879	45.858
\$450,000 - \$499,999	4,325	7.560	75.094	2,054,585,918	9.982	55.840
\$500,000 - \$549,999	3,914	6.841	81.935	2,054,533,373	9.982	65.822
\$550,000 - \$599,999	3,578	6.254	88.189	2,051,397,562	9.967	75.789
\$600,000 - \$649,999	2,320	4.055	92.244	1,444,110,923	7.016	82.806
\$650,000 - \$699,999	1,536	2.685	94.929	1,033,426,353	5.021	87.826
\$700,000 - \$749,999	943	1.648	96.578	681,083,303	3.309	91.136
\$750,000 - \$799,999	673	1.176	97.754	520,212,513	2.527	93.663
\$800,000 - \$849,999	417	0.729	98.483	343,183,024	1.667	95.330
\$850,000 - \$899,999	264	0.461	98.944	230,459,865	1.120	96.450
\$900,000 - \$949,999	212	0.371	99.315	195,656,568	0.951	97.401
\$950,000 - \$999,999	102	0.178	99.493	99,290,670	0.482	97.883
\$1,000,000 and greater	<u>290</u>	<u>0.507</u>	100.000	<u>435,710,949</u>	<u>2.117</u>	100.000
Total	57,211	100.000%		\$20,582,302,621	100.000%	

<sup>1</sup>Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

**Reassessments and Appeals of Assessed Value**

State law allows for the appeal of a property's assessed value by property owners. Appeals may be based on Proposition 8 (1978) which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the State Constitution" herein.

Under State law, property owners in the District may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the SBE, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.



Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor.

The District can make no predictions as to the changes in assessed values within the District that might result from pending or future appeals of assessed valuation by taxpayers or temporary reductions in assessed valuation of property, as allowed under the State Constitution. Any reduction in aggregate District assessed valuation will cause the tax rate necessary to repay the Bonds to increase accordingly. Any refund of paid taxes triggered by a successful assessment appeal will be debited by the County against all taxing agencies receiving tax revenues, including the District.

### Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed one percent of the property's full cash value, plus the amount necessary to make annual payments due on general obligation bonds or other indebtedness incurred prior to July 1, 1978, any bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority of voters on or after July 1, 1978, and certain bonded indebtedness for school facilities approved by 55 percent of the voters. The Orange County Auditor-Controller (the "County Auditor-Controller") computes the additional rate of tax necessary to pay such scheduled debt service and presents the tax rates for all taxing jurisdictions in the County to the County Board.

The tax rate necessary to pay debt service in a given year largely depends on the net assessed value of taxable property in that year. The net assessed value of taxable property may be affected by several factors, such as a general market decline in property values, reclassification of property to a class exempt from taxation, such as property owned by federal, State and local agencies or property used for certain educational, hospital, charitable or religious purposes, or the destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, fire, drought, toxic dumping, *etc.* Any of these instances could cause a reduction in the net assessed value of taxable property within the District, necessitating a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the Bonds. Issuance of additional authorized bonds in the future might also cause the tax rate to increase.

One factor in the ability of taxpayers to pay additional taxes for general obligation bonds is the cumulative rate of tax on each parcel. The following table shows *ad valorem* property tax rates per \$100 of assessed value for the last five years in a typical tax rate area of the District (TRA 1-007). The fiscal year 2018-19 assessed valuation of TRA 1-007 is \$15,716,541,059, approximately 35.10 percent of the total assessed value of taxable property in the District. Data for fiscal year 2019-20 is not yet available.

**Typical Total Tax Rates per \$100 of Assessed Valuation  
TRA 1-007  
Anaheim Union High School District**

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
General Tax Rate	\$1.00000	\$1.00000	\$1.00000	\$1.00000	\$1.00000
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00350
City of Anaheim	0.00198	0.00173	-	-	-
Anaheim City School District	0.02867	0.04227	0.04461	0.04502	0.05059
Anaheim High School District	0.02412	0.04948	0.04259	0.02211	0.04244
North Orange County Joint Community College District	<u>0.01704</u>	<u>0.03043</u>	<u>0.02885</u>	<u>0.02927</u>	<u>0.02829</u>
Total Tax Rate	\$1.07531	\$1.12741	\$1.11955	\$1.09990	\$1.12482

Source: California Municipal Statistics, Inc.

The more property (by assessed value) that is owned by a single taxpayer, the more tax collections are exposed to weakness in the taxpayer's financial situation and their ability or willingness to pay property taxes. In fiscal year 2019-20, one taxpayer, Walt Disney World Co., owned 11.34 percent of the total secured taxable property in the District, while no other single taxpayer owned more than 0.78 percent of the total secured taxable property in the District.

The 20 taxpayers in the District with the greatest combined secured assessed valuation of taxable property on the fiscal year 2019-20 tax roll own property that comprises 17.12 percent of the local assessed valuation of secured property in the District. These taxpayers, ranked by aggregate assessed value of taxable property as shown on the fiscal year 2019-20 secured tax roll and the amount of each owner's assessed valuation for all taxing jurisdictions within the District are shown in the following table.

Each taxpayer listed is a unique name on the tax rolls. The District cannot determine from assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the list of largest taxpayers identified in the following table.

**Largest Taxpayers  
Anaheim Union High School District**

<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2019-20 Assessed Valuation</u>	<u>Percent of Total<sup>1</sup></u>
1. Walt Disney World Co.	Theme Park	\$5,225,792,917	11.34%
2. Knotts Berry Farm	Theme Park	359,137,410	0.78
3. Anna Claire Mauerhan LLC	Commercial	247,630,580	0.54
4. Warland Investments Co.	Industrial	218,528,295	0.47
5. HHC HA Investments II Inc.	Commercial	215,973,287	0.47
6. Irvine Company LLC	Apartments	171,886,340	0.37
7. Chapman University	Apartments	150,960,000	0.33
8. US REIF MG Madison Park CA LLC	Apartments	131,441,753	0.29
9. ACC LLC	Commercial	125,500,000	0.27
10. Advanced Group 18-116	Apartments	113,832,000	0.25
11. Prologis California I LLC	Industrial	102,767,484	0.22
12. Gateway Apartments II LLC	Apartments	98,264,501	0.21
13. Angeli LLC	Commercial	97,741,875	0.21
14. Mary Susan Samia, Trust	Commercial	95,895,717	0.21
15. Jefferson Platinum Triangle LLC	Apartments	95,590,758	0.21
16. Orange Center Tower Owner	Commercial	94,349,998	0.20
17. Essex Anavia LP	Apartments	92,708,466	0.20
18. Jefferson at Stadium Park	Apartments	84,273,339	0.18
19. Mitsubishi Motor Sales of America Inc.	Industrial	84,034,194	0.18
20. Platinum Vista Apartments	Apartments	<u>83,565,966</u>	<u>0.18</u>
	Total	\$7,889,874,880	17.12%

<sup>1</sup>Fiscal year 2019-20 local secured assessed valuation: \$46,093,926,511.  
Source: California Municipal Statistics, Inc.

Walt Disney World Co., the largest property owner in the District with more than \$5.225 billion of assessed valuation, continues to invest in its Disneyland Resort theme parks, with a new Star Wars-themed area Star Wars: Galaxy Edge that opened in 2019 and a new 700-room hotel scheduled to open in 2021.

**Direct and Overlapping Bonded Debt**

Contained within the District’s boundaries are numerous overlapping local entities providing public services which may have outstanding long-term obligations in the form of general obligation, lease revenue and special assessment bonds. Such obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The following table generally includes long-term obligations sold in the public credit markets by the public agencies listed. The first column in the table names each public agency which has outstanding debt as of October 1, 2019 and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (not shown) produces the amount shown in the third column, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District. Property owners within the District may be subject to other special taxes and assessments levied by other taxing authorities providing services within the District. Such non-*ad*

valorem special taxes and assessments (which are not levied to fund debt service) are not represented in the statement of direct and overlapping bonded debt.

**Statement of Direct and Overlapping Bonded Debt (As of October 1, 2019)**  
**Anaheim Union High School District**

2019-20 Assessed Valuation: \$47,766,829,153	Percent <u>Applicable</u> <sup>1</sup>	Debt as of <u>October 1, 2019</u>
<b><u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u></b>		
Metropolitan Water District	1.533%	\$736,607
North Orange County Joint Community College District	34.030	96,906,891
<b>Anaheim Union High School District</b>	<b>100.000</b>	<b>180,928,955</b> <sup>2</sup>
Anaheim School District	100.000	242,781,416
Centralia School District	100.000	30,365,584
Cypress School District	100.000	37,984,590
Magnolia School District	100.000	20,788,305
Savanna School District	100.000	40,247,633
City of Anaheim Community Facilities District No. 06-2	100.000	6,680,000
City of Anaheim Community Facilities District No. 08-1	100.000	58,850,000
City of Buena Park Community Facilities District No. 2001-1	100.000	5,305,000
City of Cypress 1915 Act Bonds	100.000	<u>490,000</u>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$722,064,981</b>
<b><u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u></b>		
Orange County General Fund Obligations	7.564%	\$29,402,781
Orange County Pension Obligation Bonds	7.564	23,040,228
Orange County Board of Education Certificates of Participation	7.564	1,020,384
North Orange County Regional Occupation Program Certificates of Participation	35.057	3,137,602
<b>Anaheim Union High School District Certificates of Participation</b>	<b>100.000</b>	<b>32,400,000</b>
Cypress School District Certificates of Participation	100.000	6,090,000
Magnolia School General Fund Obligations	100.000	14,599,887
City of Anaheim General Fund Obligations	66.196	347,855,839
Other City General Fund Obligations	Various	<u>4,164,486</u>
<b>TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>		<b>\$461,711,207</b>
Less: City of Anaheim supported obligations		<u>347,855,839</u>
<b>TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>		<b>\$113,855,368</b>
<b><u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u></b>		<b>\$118,450,565</b>
<b>GROSS COMBINED TOTAL DEBT</b>		<b>\$1,302,226,753</b> <sup>3</sup>
<b>NET COMBINED TOTAL DEBT</b>		<b>\$954,370,914</b>
<b><u>Ratios to 2019-20 Assessed Valuation:</u></b>		
Direct Debt (\$180,928,955) .....	0.38%	
Total Overlapping Tax and Assessment Debt .....	1.51%	
<b>Combined Direct Debt (\$213,328,955) .....</b>	<b>0.45%</b>	
Gross Combined Total Debt .....	2.73%	
Net Combined Total Debt .....	2.00%	
<b><u>Ratios to 2018-19 Redevelopment Incremental Valuation (\$7,180,217,722)<sup>4</sup>:</u></b>		
Total Overlapping Tax Increment Debt .....	1.65%	

<sup>1</sup>Fiscal year 2018-19 ratios.

<sup>2</sup>Excludes the Bonds to be sold.

<sup>3</sup>Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

<sup>4</sup>Fiscal year 2019-20 incremental valuation is not yet available.

Source: California Municipal Statistics, Inc.

Tax Collections and Delinquencies

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction assessed as of January 1, at which time the tax lien attaches. The Orange County Tax Collector (the “County Tax Collector”) is presented with a tax roll created from the combined rolls of the County Assessor and the SBE. The County Tax Collector prepares and mails tax bills to taxpayers and collects the taxes.

Property taxes on the regular secured roll are due in two equal installments. The first installment is due on November 1, and becomes delinquent at 5:00 p.m. on December 10, after which time a 10 percent penalty attaches. The second installment is due on February 1 and becomes delinquent at 5:00 p.m. on April 10, after which time a 10 percent penalty and \$23 cost attach. If taxes remain unpaid by 12:00 a.m. on July 1, the tax is deemed to be in default and a \$15 redemption fee is immediately added and the delinquent bill accrues redemption penalties of 1.5 percent per month until paid. After five years, the County generally has the power to sell tax-defaulted property that is not redeemed; proceeds from such sale are applied to the payment of the delinquent taxes.

Property taxes on the unsecured roll are due annually. The bill is mailed no later than August 1; taxes on the unsecured roll as of July 31, if unpaid, are delinquent at 5:00 p.m. on August 31, and thereafter subject to a 10 percent penalty as well as an additional \$75 fee. Taxes on property added to the unsecured roll after July 31, if unpaid on the last day of the month succeeding the month of enrollment, are delinquent and subject to a penalty at 5:00 p.m., or the close of business, whichever is later. The County has several methods of collecting delinquent taxes due on unsecured personal property: a civil action against the taxpayer, a judgment lien on certain property belonging to the taxpayer, or seizure and sale of personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

As long as the Teeter Plan (as defined herein) remains in effect in the County, the District will be credited with the full amount of the secured tax levy no matter the delinquency rate within the District. See “—Alternative Method of Tax Apportionment” herein.

The following table shows a five-year history of real property tax collections and delinquencies in the District.

**Secured Tax Charges and Delinquencies  
Anaheim Union High School District**

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<u>Fiscal Year</u>	<u>Secured Tax Charge<sup>1</sup></u>	<u>Amount Delinquent As of June 30</u>	<u>Percent Delinquent As of June 30</u>
2012-13	\$51,945,807.22	\$704,953.20	1.36%
2013-14	55,090,799.48	730,880.22	1.33
2014-15	58,014,127.77	806,043.81	1.39
2015-16	61,304,342.66	2,467,972.66	4.03
2016-17	63,852,286.26	2,115,565.35	3.31
2017-18	66,439,224.42	1,774,505.47	2.67
2018-19	69,678,004.65	1,684,341.56	2.42

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<sup>1</sup>One percent general fund apportionment.  
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment

The County Board has approved implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”) pursuant to the California Revenue and Taxation Code (the “Revenue and Taxation Code”) Section 4701, *et seq.* The Teeter Plan guarantees distribution to each local agency in the County an amount equal to 100 percent of the *ad valorem* taxes levied on their behalf on the secured roll within the County, with the County retaining all penalties and interest affixed upon delinquent properties and redemptions of subsequent collections.

The cash position of the County Treasury is protected by a special fund, known as the "Tax Loss Reserve Fund," which accumulates moneys from interest and penalty collections. In any given fiscal year, when the amount in the Tax Loss Reserve Fund exceeds a specified amount as prescribed by law, such excess amounts may be credited for the remainder of that fiscal year to the County's general fund. Amounts required to be maintained in the Tax Loss Reserve Fund may be drawn on to the extent of the amount of uncollected taxes credited to each agency in advance of receipt.

The Teeter Plan is to remain in effect in the County unless the County Board orders its discontinuance or unless, prior to the commencement of any County fiscal year (which commences on July 1), the County Board receives a petition for its discontinuance from two-thirds of the participating revenue districts in the County. The County Board may also, after holding a public hearing on the matter, discontinue the implementation of the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds three percent of the total of all taxes and assessments levied on the secured rolls in that agency.

If the Teeter Plan were discontinued in the County, only those secured property taxes actually collected in the County would be allocated to political subdivisions in the County, including the District. The District's tax revenues would be subject to taxpayer delinquencies; however, the District would realize the benefit of interest and penalties collected from delinquent taxpayers, pursuant to law.

### ORANGE COUNTY EDUCATIONAL INVESTMENT POOL

*This section provides a summary description of the County's investment policy, current portfolio holdings, and valuation procedures. Certain information has been obtained from the County for inclusion in this Official Statement. The District makes no representation as to the accuracy or completeness of such information. Further information may be obtained by contacting the County of Orange, Office of the Treasurer-Tax Collector, 625 North Ross Street, Building 11, Room G58, Santa Ana, California 92702, telephone (714) 834-7625.*

The County Board approved the 2019 Orange County Investment Policy Statement (the "Investment Policy") on December 18, 2018. See "APPENDIX D—ORANGE COUNTY TREASURER INVESTMENT POLICY STATEMENT" or [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the Treasurer as delegated by the County Board, including the Orange County Investment Pool, the Orange County Educational Investment Pool, the John Wayne Airport Investment Fund and various other small non-Pooled investment funds. The primary goal is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

Pursuant to California Government Code Sections 27130-27137, the County Board has established a Treasury Oversight Committee (the "TOC") that monitors and reviews the Investment Policy Statement annually and causes an annual audit to be conducted to determine if the Treasurer is in compliance with California Government Code Sections 27130-17137 and which includes limited tests of compliance with laws and regulations. The TOC consists of the County Executive Officer, the elected County Auditor-Controller, the elected County Superintendent of Schools, or their respective designees, and four public members. In addition, the Auditor-Controller Internal Audit Division and the Internal Audit Department perform regular reviews and audits as required by California Government Code Sections 26920(a) and (b) and as required by a TOC Directive. These reports, when issued, are available online in the Treasurer's Monthly Investment Report at [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement).

The District's funds held by the Treasurer are invested in the Orange County Educational Investment Pool (the "Pool") which pools all of the school districts' funds. As of June 30, 2019, the balance in the District's funds was \$272,555,140 or 4.90 percent of the Pool. The Pool is invested 96 percent in securities rated in the two highest rating categories. As of June 30, 2019, the Pool has a weighted average maturity of 310 days and the year-to-date net yield is 2.03 percent.

The following represents the composition of the Pool as of June 30, 2019.

**Securities by Type as of June 30, 2019  
Orange County Educational Investment Pool**

<u>Type of Investment</u>	<u>Market Value (000s)</u>	<u>Percent of Pool</u>
U.S. Government Agencies	\$3,501,409	62.57%
U.S. Treasuries	1,411,699	25.22
Municipal Debt	296,037	5.29
Medium-Term Notes	222,564	3.98
Money Market Mutual Funds	131,024	2.34
Local Agency Investment Fund	<u>33,425</u>	<u>0.60</u>
Total	\$5,596,158	100.00%

Source: County of Orange, Treasurer-Tax Collector.

Neither the District nor the Underwriter has made an independent investigation of the investments in the Pool and has made no assessment of the current County Investment Policy. The value of the various investments in the Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, after a review by the Committee and approval by the County Board, may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pool will not vary significantly from the values described therein.

**CITY AND COUNTY ECONOMIC PROFILE**

*The information in this section concerning the economy of the City and the County is provided as supplementary information only, and is not intended to be an indication of security for the Bonds. The Bonds are payable from the proceeds of an ad valorem tax, approved by the voters of the District pursuant to applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property in the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See "SECURITY AND SOURCE OF PAYMENT" herein.*

**General Information**

The County, founded in 1889, is located on the State's southern coast between the counties of San Diego to the south, Los Angeles to the north, and San Bernardino and Riverside to the east. Comprised of approximately 798 square miles, the County has 34 incorporated cities, several of which are situated on the Pacific coast. The County's principal industries include tourism drawn by beaches and amusement parks, business and professional services, and technology and biomedical industries. Based on data compiled by CoreLogic Inc., the median sale price of a single-family home in the County was \$729,000 in July 2019, a decrease of approximately 0.8 percent from \$735,000 in July 2018.

The City of Anaheim (the "City") was founded in 1857 and incorporated in 1876. The City is located in the northwestern portion of the County, approximately 28 miles southeast of the City of Los Angeles and 90 miles north of the City of San Diego. The oldest and most populous city in the County, it is home to the Disneyland Resort, which opened in 1955. The City is now the tenth largest city in the State. Based on data compiled by CoreLogic, Inc., the median sale price of a single-family home in the City was \$599,000 in July 2019, an increase of approximately 0.3 percent from \$597,000 in July 2018.

## Population

The following table displays estimated population as of January 1 for the past five years for the City, County and State.

### **Historical Population City of Anaheim, Orange County and the State of California**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
City of Anaheim	354,532	355,692	358,546	358,703	359,339
Orange County	3,152,376	3,172,152	3,194,024	3,213,275	3,222,498
State of California	38,915,880	39,189,035	39,523,613	39,740,508	39,927,315

Source: State Department of Finance.

## Personal Income

Total personal income includes income from all sources including net earnings, dividends, interest and rent, and personal current transfer receipts received by residents in the region. *Per capita* personal income (“PCPI”) was \$65,400 in the County in 2017, an increase of 4.2 percent from 2016 levels, compared to an increase of 4.0 percent statewide and 3.6 percent nationally. The following table shows PCPI for the County as well as for the State and the United States for the past five years for which data is available.

### ***Per Capita Personal Income* Orange County, State of California and United States**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Orange County	\$54,594	\$57,110	\$61,178	\$62,763	\$65,400
State of California	49,173	52,237	55,679	57,497	59,796
United States	44,826	47,025	48,940	49,831	51,640

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

## Labor Force and Employment

The following table contains a summary of the City’s historical unemployment data for the past four years and for the most recent month available in the current year, not seasonally adjusted.

### **Historical Unemployment City of Anaheim**

	<u>Annual 2015</u>	<u>Annual 2016</u>	<u>Annual 2017</u>	<u>Annual 2018</u>	<u>July 2019<sup>1</sup></u>
Total Labor Force	170,700	171,100	173,100	172,100	171,600
Number of Employed	161,000	162,300	165,800	166,800	165,800
Number of Unemployed	9,700	8,700	7,300	5,300	5,800
Unemployment Rate	5.7%	5.1%	4.2%	3.1%	3.4%

<sup>1</sup>Preliminary.

Source: State Employment Development Department.



The following table contains a summary of the County's historical unemployment data for the past four years and for the most recent month available in the current year, not seasonally adjusted.

**Historical Unemployment  
Orange County**

	Annual <u>2015</u>	Annual <u>2016</u>	Annual <u>2017</u>	Annual <u>2018</u>	July <u>2019<sup>1</sup></u>
Total Labor Force	1,597,100	1,602,400	1,619,200	1,625,400	1,620,200
Number of Employed	1,525,600	1,538,000	1,562,600	1,577,900	1,568,900
Number of Unemployed	71,500	64,300	56,600	47,500	51,300
Unemployment Rate	4.5%	4.0%	3.5%	2.9%	3.2%

<sup>1</sup>Preliminary.

Source: State Employment Development Department.

Employment by Industry

The following table shows labor patterns by type of industry from 2014 through 2018 by annual average, not seasonally adjusted, in the Anaheim-Santa Ana-Irvine Metropolitan Division (which is comprised of Orange County).

**Historical Employment by Industry  
Anaheim-Santa Ana-Irvine Metropolitan Division<sup>1</sup>**

<u>Type of Industry</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Total, All Industries	1,499,400	1,547,000	1,586,900	1,619,200	1,651,300
Total Farm	2,800	2,400	2,400	2,100	2,000
Total Nonfarm	1,496,600	1,544,500	1,584,500	1,617,000	1,649,300
Total Private	1,344,400	1,388,100	1,424,900	1,456,800	1,488,600
Goods Producing	241,800	249,900	255,900	262,700	266,400
Mining, Logging, and Construction	83,600	92,100	97,700	102,300	106,600
Manufacturing	158,200	157,800	158,200	160,500	159,800
Service Providing	1,254,800	1,294,600	1,328,600	1,354,300	1,383,000
Private Service Providing	1,102,600	1,138,200	1,169,000	1,194,100	1,222,200
Trade, Transportation & Utilities	254,200	257,400	258,500	260,500	262,200
Information	23,400	24,900	26,000	26,800	26,700
Financial Activities	113,900	116,400	118,000	119,600	119,100
Professional & Business Services	278,400	287,900	297,900	303,000	315,400
Educational & Health Services	190,900	198,900	206,200	215,900	225,000
Leisure & Hospitality	194,500	203,800	212,000	218,100	222,600
Other Services	47,300	48,900	50,500	50,300	51,100
Government	152,200	156,400	159,600	160,200	160,800
Federal Government	10,900	11,200	11,300	11,300	11,000
State & Local Government	141,300	145,300	148,300	148,900	149,800

<sup>1</sup>The Anaheim-Santa Ana-Irvine Metropolitan Division is comprised of Orange County.

Figures may not total due to rounding.

Source: State Employment Development Department.

Major Employers

The following table provides a list of principal employers, corresponding number of employees and percent of total employment in the City for fiscal year 2017-18.

**Principal Employers  
City of Anaheim**

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<u>Rank</u>	<u>Employer</u>	<u>Number of Employees</u>	<u>Percent of Total County Employment</u>
1.	Disneyland Resort	31,160	19.0%
2.	Kaiser Foundation Hospital	6,185	3.8
3.	Northgate Gonzalez Supermarkets	2,000	0.7
4.	Anaheim Regional Medical Center	1,200	0.6
5.	Hilton Anaheim	1,000	0.6
6.	Angels Baseball	930	0.5
7.	Anaheim Global Medical Center	900	0.5
8.	L-3 Communications	860	0.5
9.	Carrington Mortgage Services LLC (CMS)	800	0.5
10.	G4S Secure Solutions	800	0.5
10.	St. Joseph Heritage Healthcare	<u>800</u>	<u>0.5</u>
		46,635	28.4%

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Source: City of Anaheim, Comprehensive Annual Financial Report for the Year Ended June 30, 2018.

The following table provides a list of principal employers, corresponding number of employees and percent of total employment in the County for fiscal year 2017-18.

**Principal Employers  
Orange County**

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<u>Rank</u>	<u>Employer</u>	<u>Number of Employees</u>	<u>Percent of Total County Employment</u>
1.	Walt Disney Co.	30,000	1.87%
2.	University of California, Irvine	23,605	1.47
3.	County of Orange	18,257	1.14
4.	St. Joseph Health System	13,786	0.86
5.	Kaiser Permanente	7,800	0.49
6.	Boeing Co.	6,103	0.38
7.	Albertsons	6,057	0.38
8.	Wal-Mart	6,000	0.37
9.	Hoag Memorial Hospital	5,680	0.35
10.	Target Corporation	5,400	0.34

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Source: County of Orange, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018.

Commercial Activity

Total taxable sales reported during calendar year 2017 in the City were \$6,995,765,000, a 3.61 percent increase from the total taxable sales of \$6,752,148,000 reported during calendar year 2016. Data for calendar year 2018 is not yet available.

The valuation of taxable transactions in the City for the past five years for which data is available is presented in the following table.

**Taxable Retail Sales  
City of Anaheim**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Taxable Sales (000's)	\$5,806,581	\$6,163,023	\$6,652,443	\$6,752,148	\$6,995,765

Source: State Board of Equalization

Total taxable sales reported during calendar year 2017 in the County were \$64,551,424,000, a 3.26 percent increase from the total taxable sales of \$62,511,421,000 reported during calendar year 2016. Data for calendar year 2018 is not yet available.

The valuation of taxable transactions in the County for the past five years for which data is available is presented in the following table.

**Taxable Retail Sales  
Orange County**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Taxable Sales (000's)	\$57,591,217	\$60,097,128	\$61,358,087	\$62,511,421	\$64,551,424

Source: State Board of Equalization for years 2013 – 2016, California Department of Tax and Fee Administration for 2017.

Construction Activity

Estimated new privately owned residential housing units authorized by building permits and total construction costs in the County for the past five years are shown in the following table.

**New Residential Building Permits  
Orange County**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Single-Family Residential Units	3,714	3,809	4,357	4,904	4,085
Multi-Family Residential Units	<u>5,577</u>	<u>6,962</u>	<u>7,166</u>	<u>4,606</u>	<u>3,430</u>
Total New Building Permits	9,291	10,771	11,523	9,510	7,515
Total Construction Costs	\$1,923,310,682	\$2,227,918,712	\$2,445,260,688	\$2,300,253,353	\$1,821,532,726

Source: U.S. Bureau of the Census, Building Permit Estimates.

THE DISTRICT

*It should not be inferred from the inclusion of the information in this section concerning the operations of the District and its finances that the principal of or interest on the Bonds is payable from the General Fund. The Bonds are payable from the proceeds of an ad valorem tax, approved by the voters of the District pursuant to applicable laws and State Constitutional*

requirements, and required to be levied by the County on all taxable property in the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See “SECURITY AND SOURCE OF PAYMENT” herein.

All tables in this section “THE DISTRICT” are from the District unless a source is otherwise indicated.

General Information

The District, established in 1898, occupies approximately 46 square miles in the County and serves a population of approximately 410,400 people residing in the cities of Anaheim, Buena Park, Cypress, La Palma and Stanton and surrounding areas. The District provides education to approximately 30,000 students in grades seven through twelve. The District operates eight junior high schools, eight comprehensive senior high schools, one academy serving grades seven through twelve, one special education school and one alternative high school.

The District Board of Trustees and Key Administrative Personnel

The District Board governs all activities related to public education within the jurisdiction of the District. The District Board has decision-making authority, the power to designate management, the responsibility to significantly influence operations and is accountable for all fiscal matters relating to the District.

The District Board consists of five members. Each member of the District Board is elected by the public for a four-year term of office. Elections for the District Board are held every two years, alternating between two and three positions available. A president of the District Board is elected by the members each year.

The members of the District Board, together with their office and the date their term expires, are set forth in the following table.

**District Board of Trustees  
Anaheim Union High School District**

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<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Brian O’Neal	President	December 2020
Annemarie Randle-Trejo	Clerk	December 2022
Katherine H. Smith	Assistant Clerk	December 2020
Al Jabbar	Member	December 2022
Anna L. Piercy	Member	December 2022

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The Superintendent of the District is appointed by and reports to the District Board. The Superintendent is responsible for managing the District’s day-to-day operations and supervising the work of other key District administrators. The current members of the District’s administration and positions held are set forth on page “iv” of this Official Statement.

Enrollment

Student enrollment determines to a large extent the amount of funding a State public school district receives for program, facilities and staff needs. Average daily attendance (“ADA”) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, and public charter schools, inter-district transfers in or out, and other causes. Losses in enrollment will cause a school district to lose operating revenues, without necessarily permitting the school district to make adjustments in fixed operating costs. The ADA as of the last day of the last full attendance month concluding prior to April 15 (“P-2 ADA”) is used by the State as the basis for State apportionments.

Set forth in the following table is the historical and current fiscal year estimated P-2 ADA for the District.

**Average Daily Attendance  
Anaheim Union High School District**

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19<sup>1</sup></u>	<u>2019-20<sup>2</sup></u>
Total P-2 ADA	30,339	30,047	29,776	29,502	29,252	28,817	28,450

<sup>1</sup>Unaudited.

<sup>2</sup>Budgeted.

Charter Schools

Charter schools can adversely affect school district funding, either by reducing funded enrollment at the school district or, for community-funded districts, by increasing the in-lieu property tax transfer. However, certain per-pupil expenditures of a school district also decrease based upon the number of students enrolled in charter schools. Pursuant to Proposition 39, school districts are required to provide facilities reasonably equivalent to those provided to regular district students for charter schools having a projected average daily attendance of at least 80 or more students from that district.

There are no charter schools operating in the District that have had their charter granted by the District. There are two charter schools serving middle and/or high school students operating within the District whose charters were granted by the Orange County Department of Education: Excellence Performance Innovation Citizenship (EPIC) Charter School serving grades kindergarten through twelve with an enrollment of 626 students in fiscal year 2018-19, and Orange County Workforce Innovation High School serving grades nine through twelve with an enrollment of 209 students in fiscal year 2018-19.

Employee Relations

State law provides that employees of public school districts of the State are to be divided into appropriate bargaining units which then may be represented by an exclusive bargaining agent. The District has four recognized bargaining units representing its non-management employees. The Anaheim Secondary Teachers Association (“ASTA”) represents non-management certificated staff. The American Federation of State, County and Municipal Employees (“AFSCME”), the Anaheim Personnel and Guidance Association (“APGA”), the California School Employees Association, Chapter 74 (“CSEA”) and the Anaheim Union High School District Mid-Managers Association (“MMA”) represent classified employees.

Set forth in the following table are the District's bargaining units, number of full-time equivalents ("FTEs") budgeted for fiscal year 2019-20, and contract status.

**Bargaining Units, Number of Employees and Contract Status  
Anaheim Union High School District**

<u>Bargaining Unit</u>	<u>Full-Time Equivalents</u>	<u>Contract Status</u>
ASTA	1,267	In negotiations for fiscal year 2019-20
AFSCME	538	In negotiations for fiscal year 2019-20
APGA	78	In negotiations for fiscal year 2019-20
CSEA	825	In negotiations for fiscal year 2019-20
MMA	39	In negotiations for fiscal year 2019-20

The District has budgeted an additional 170 management and confidential FTEs not represented by a bargaining unit for fiscal year 2019-20.

Pension Plans

All full-time employees of the District, as well as certain part-time employees, are eligible to participate under defined benefit retirement plans maintained by agencies of the State. Qualified certificated employees are eligible to participate in the cost-sharing multiple-employer State Teachers' Retirement System ("STRS"). Qualified classified employees are eligible to participate in the cost-sharing multiple-employer Public Employees' Retirement Fund of the Public Employees' Retirement System ("PERS"), which acts as a common investment and administrative agent for participating public entities within the State.

The District accounts for its pension costs and obligations pursuant to *Governmental Accounting Standards Board* ("GASB") *Statement No. 67, Financial Reporting for Pension Plans* ("GASB 67") and *Statement No. 68, Accounting and Financial Reporting for Pensions* ("GASB 68") which replaced GASB Statements Nos. 25 and 27, respectively. GASB 68 requires an employer that provides a defined benefit pension, such as the District, to recognize and report its long-term obligation for pension benefits as a liability as it is earned by employees. See "APPENDIX A—ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018" attached hereto.

*STRS—Description and Contributions.* STRS operates under the Education Code sections commonly known as the State Teachers' Retirement Law. Membership is mandatory for all certificated employees of State public schools meeting the eligibility requirements. STRS provides retirement, disability and death benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employee, employer nor State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, in 2014 the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by statute to contribute 8.25 percent of eligible salary expenditures, while participants contributed 8.0 percent of their respective salaries. On June 24, 2014, the Governor of California (the "Governor") signed AB 1469 ("AB 1469") into law as a part of the State's fiscal year 2014-15 budget. AB 1469 sought to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the "2014 Liability"), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing on July 1, 2014, the employee contribution rate increased over a three-year phase-in period. Pursuant to the California Public Employees' Pension Reform Act of 2013, the contribution rates for members hired after January 1, 2013 will be adjusted if the normal cost increases by more than one percent since the last time the member contribution was set. The following table sets forth STRS member contribution rates for the past five years and the current year.

**Member Contribution Rates  
STRS (Defined Benefit Program)**

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<u>Effective Date</u>	<u>STRS Members Hired Prior to January 1, 2013</u>	<u>STRS Members Hired On or after January 1, 2013</u>
July 1, 2014	8.150%	8.150%
July 1, 2015	9.200	8.560
July 1, 2016	10.250	9.205
July 1, 2017	10.250	9.205
July 1, 2018	10.250	10.205
July 1, 2019	10.250	10.205

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Sources: AB 1469 and STRS.

Pursuant to AB 1469, K-14 school districts' contribution rates will increase over a seven-year phase in period in accordance with the schedule set forth in the following table.

**Employer Contribution Rates  
STRS (Defined Benefit Program)**

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<u>Effective Date</u>	<u>K-14 School Districts<sup>1</sup></u>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	17.10 <sup>2</sup>
July 1, 2020	18.40 <sup>2</sup>

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<sup>1</sup>Percentage of eligible salary expenditures to be contributed.

<sup>2</sup>The State budget for fiscal year 2019-20 (the "2019-20 State Budget") provides supplemental payments to STRS to reduce the unfunded actuarial obligation of STRS and reduce contribution rates for employers and the State. Based on the additional amounts paid to STRS by the State, the employer contribution rate for fiscal year 2019-20 has been reduced from 18.13 percent to 17.10 percent, and the employer contribution rate for fiscal year 2020-21 has been reduced from 19.10 percent to 18.40 percent.

Sources: AB 1469 and the 2019-20 State Budget.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter, the STRS Teachers' Retirement Board (the "STRS Board") is required to increase or decrease the K-14 school districts' contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than one percent of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25 percent. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State

Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

The State also contributes to STRS, currently in an amount equal to 7.828 percent of covered STRS member payroll for fiscal year 2019-20. The State’s contribution reflects a base contribution rate of 2.017 percent plus a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State’s contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. In addition, the State is currently required to make an annual general fund contribution up to 2.5 percent of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the “SBPA”), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85 percent of the purchasing power of their initial allowance.

The District’s actual STRS contributions for fiscal years 2011-12 through 2017-18, unaudited STRS contributions for fiscal year 2018-19 and budgeted STRS contributions for fiscal year 2019-20 are set forth in the following table.

**STRS Employer Contributions  
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>District Contribution Rate</u>	<u>District Contributions<sup>1</sup></u>	<u>Total District Governmental Funds Expenditures</u>	<u>District Contributions as Percentage of Total Governmental Funds Expenditures</u>
2011-12	8.25%	\$11,108,199	\$335,845,201	3.30%
2012-13	8.25	10,933,016	326,805,457	3.35
2013-14	8.25	11,251,744	335,959,027	3.35
2014-15	8.88	12,514,432	391,189,931	3.20
2015-16	10.73	16,637,582	406,297,113	4.09
2016-17	12.58	18,463,136	416,320,205	4.43
2017-18	14.43	21,353,887	409,517,001	5.21
2018-19 <sup>2</sup>	16.28	37,524,144 <sup>3</sup>	478,306,947	7.85
2019-20 <sup>4</sup>	17.10	39,366,989 <sup>5</sup>	578,420,663	6.81

<sup>1</sup>In each instance equal to 100 percent of the required contribution.

<sup>2</sup>Unaudited.

<sup>3</sup>Includes the State on-behalf payment equal to 7.328 percent of covered STRS member payroll.

<sup>4</sup>Budgeted as of the fiscal year 2019-20 adopted budget.

<sup>5</sup>Includes the State on-behalf payment equal to 7.828 percent of covered STRS member payroll.

Sources: Anaheim Union High School District’s Annual Financial Reports for fiscal years 2011-12 through 2017-18 and its Unaudited Actual Financial Statements and Reports for fiscal year 2018-19.

*PERS—Description and Contributions.* All full-time classified employees of the District as well as certain part-time classified employees participate in PERS, which provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member’s final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 55 with benefits equal to 2.0 percent of final compensation for each year of service credit. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 62 with benefits equal to 2.0 percent of final compensation for each year of service credit. All members are eligible for non-duty disability benefits after five years of service. Active plan members with an enrollment date prior to January 1, 2013 are required to contribute seven percent of their salary, while active plan members with an enrollment date on or after January 1, 2013 are required to contribute the greater of 50 percent of normal costs or six percent of their salary, and for fiscal year 2019-20 the rate is also 7.0 percent. The District is required to pay an actuarially determined rate.



The District's actual PERS contributions for fiscal years 2011-12 through 2017-18, unaudited PERS contributions for fiscal year 2018-19 and budgeted PERS contribution for fiscal year 2019-20 are set forth in the following table.

**PERS Employer Contributions  
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>District Contribution Rate</u>	<u>District Contributions<sup>1</sup></u>	<u>Total District Governmental Funds Expenditures</u>	<u>District Contributions as Percentage of Total Governmental Funds Expenditures</u>
2011-12	10.923%	\$5,525,821	\$335,845,201	1.65%
2012-13	11.417	5,682,538	326,805,457	1.74
2013-14	11.442	5,987,071	335,959,027	1.78
2014-15	11.771	6,422,048	391,189,931	1.64
2015-16	11.847	7,150,824	406,297,113	1.76
2016-17	13.888	8,408,804	416,320,205	2.02
2017-18	15.531	8,358,969	409,517,001	2.04
2018-19 <sup>2</sup>	18.062	11,609,039	478,306,947	2.43
2019-20 <sup>3</sup>	19.721	13,308,653	578,420,663	2.30

<sup>1</sup>In each instance equal to 100 percent of the required contribution.

<sup>2</sup>Unaudited.

<sup>3</sup>Budgeted.

Sources: Anaheim Union High School District's Annual Financial Reports for fiscal years 2011-12 through 2017-18 and its Unaudited Actual Financial Statements and Reports for fiscal year 2018-19.

*Unfunded Liabilities and Pension Expense Reporting.* Both STRS and PERS have substantial statewide, unfunded liabilities. The amount of these liabilities will vary depending on actuarial assumptions, returns on investment, salary scales and participant contributions. The actuarial funding method used in the STRS actuarial valuation as of June 30, 2018 is the entry age normal cost method, and assumes, among other things, a 7.0 percent investment rate of return, 3.0 percent interest on member accounts, projected 2.75 percent inflation, and projected payroll growth of 3.5 percent.

The following table shows the statewide funding progress of the STRS plan for the previous eight years.

**Funding Progress  
California State Teachers' Retirement System (STRS)<sup>1</sup>**

<u>Actuarial Valuation Date as of June 30</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability</u>	<u>Total Unfunded Actuarial Liability</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Unfunded Liability as a Percentage of Payroll</u>
2011	\$143,930	\$208,405	\$64,475	69%	\$26,592	242%
2012	144,232	215,189	70,957	67	26,404	269
2013	148,614	222,281	73,667	67	26,483	278
2014	158,495	231,213	72,718	69	26,398	275
2015	165,553	241,753	76,200	69	28,640	266
2016	169,976	266,704	96,728	64	30,324	319
2017	179,689	286,950	107,261	63	31,961	336
2018	190,451	297,603	107,152	64	n/a	n/a

<sup>1</sup>Dollars in millions.

Sources: California State Teachers' Retirement System, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018; California State Teachers' Retirement System, Defined Benefit Program Actuarial Valuation for Fiscal Year Ended June 30, 2018.

Pursuant to Government Code Section 20840 *et seq.*, PERS is authorized to create risk pools for public agencies, combining assets and liabilities across employers in large risk-sharing pools to help reduce the large fluctuations in the employer’s contribution rate caused by unexpected demographic events. The “Schools Pool” provides identical retirement benefits to nearly all classified school employees in the State. The actuarial funding method used in the Schools Pool Actuarial Valuation as of June 30, 2018 (the “2018 PERS Actuarial Valuation”) is the entry age normal cost method, and assumes, among other things, a 7.25 percent investment rate of return, 2.625 percent annual inflation; and 2.875 percent annual payroll growth.

In December 2016, PERS approved a plan to reduce the assumed investment rate of return from 7.5 percent to 7.0 percent over a three-year period. Based on the 2018 PERS Actuarial Valuation, the three-year phased in reduction of the discount rate is currently projected to result in a 26.6 percent employer contribution rate by fiscal year 2024-25. Such projections contained in the 2018 PERS Actuarial Valuation assume that all other actuarial assumptions will be realized and no changes to assumptions, contributions, benefits or funding will occur during the projected period.

The following table shows the statewide funding progress of the PERS plan for the previous eight years.

**Funding Progress  
Public Employees’ Retirement System (PERS)<sup>1</sup>**

<u>Actuarial Valuation Date as of June 30</u>	<u>Market Value of Plan Assets</u>	<u>Actuarial Accrued Liability</u>	<u>Total Unfunded Actuarial Liability</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Unfunded Liability as a Percentage of Payroll</u>
2011	\$45,901	\$58,358	\$12,457	78.7%	\$10,540	118.2%
2012	44,854	59,439	14,585	75.5	10,242	142.4
2013	49,482	61,487	12,005	80.5	10,424	115.2
2014	56,838	65,600	8,761	86.6	11,294	77.6
2015	56,814	73,325	16,511	77.5	12,098	136.5
2016	55,785	77,544	21,759	71.9	13,022	167.1
2017	60,865	84,416	23,551	72.1	13,683	172.1
2018	64,846	92,071	27,225	70.4	14,234	191.3

<sup>1</sup>Dollars in millions.

Source: California Public Employees’ Retirement System, Schools Pool Actuarial Valuation as of June 30, 2018.

The District’s proportionate share of the State net pension liability as reported in the audited financial statements for fiscal years 2014-15, the first year for which the data was provided, through 2017-18 are set forth in the following tables.

**Proportionate Share of the Net Pension Liability—STRS  
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>Proportion of Statewide Net Pension Liability</u>	<u>Proportionate Share of Statewide Net Pension Liability</u>	<u>Covered Employee Payroll</u>	<u>Proportionate Share of Statewide Liability as Percentage of Covered Employee Payroll</u>	<u>Fiduciary Net Position as Percentage of Total Pension Liability</u>
2014-15	0.3034%	\$177,288,550	\$136,384,781	129.99%	77%
2015-16	0.3109	209,282,863	140,928,288	148.50	74
2016-17	0.2893	233,962,152	155,056,682	150.89	70
2017-18	0.2741	253,465,278	146,765,787	172.70	69

Source: Anaheim Union High School District Annual Financial Report for the Fiscal Year Ended June 30, 2018.

**Proportionate Share of the Net Pension Liability—PERS  
Anaheim Union High School District**

Fiscal Year	Proportion of Statewide Net Pension Liability	Proportionate Share of Statewide Net Pension Liability	Covered Employee Payroll	Proportionate Share of Statewide Liability as Percentage of Covered Employee Payroll	Fiduciary Net Position as Percentage of Total Pension Liability
2014-15	0.5010%	\$56,879,614	\$52,325,287	108.70%	83%
2015-16	0.4998	73,663,959	54,558,219	135.02	79
2016-17	0.4928	97,336,612	60,359,787	161.26	74
2017-18	0.4720	112,690,488	60,547,264	186.12	72

Source: Anaheim Union High School District Annual Financial Report for the Fiscal Year Ended June 30, 2018.

For the year ended June 30, 2018, the District’s combined recognized pension expense was \$41,861,717. The District’s net pension liability (“NPL”) as of June 30, 2018 was \$366,155,766.

The District is unable to predict the future amount of State pension liabilities or the amount of required District contributions. Pension plan annual contribution requirements and liabilities are more fully described in “APPENDIX A— ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018” attached hereto.

Other Postemployment Benefits (OPEB)

In addition to the pension benefits described above, the District provides postemployment health care benefits (known as “other postemployment benefits,” or “OPEB”), in accordance with District employment contracts, to retirees meeting certain eligibility requirements through the Postemployment Benefit District Plan (the “Plan”), a single-employer defined benefit healthcare plan. The District provides medical and dental benefits to retirees from the District for five years from the age of 60 to 65. As of June 30, 2018, 401 retirees and beneficiaries were receiving such benefits. Contribution requirements of Plan members and the District are established and may be amended by the District and ASTA, CSEA, APGA, AFSCME and unrepresented groups.

On June 2, 2015, GASB approved *Statement No. 74 Financial Reporting for Post Employment Benefit Plans Other Than Pension Plans* (“GASB 74”) and *Statement No. 75 Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions* (“GASB 75”) with respect to pension accounting and financial reporting standards for public sector post-retirement benefit programs and the employers that sponsor them. GASB 74 and GASB 75 replace GASB Statements No. 43, 57 and 45.

GASB 74 and GASB 75 require a liability for OPEB obligations, known as the net OPEB liability (the “NOL”), to be recognized on the balance sheet of the plan and the participating employer’s financial statements. In addition, an OPEB expense will be recognized in the income statement of the participating employers. In the notes to its financial statements, employers providing OPEB will also have to include information regarding the year-to-year change in the NOL and a sensitivity analysis of the NOL to changes in the discount rate and healthcare trend rate. GASB 74 and GASB 75 are directed at quantifying and disclosing OPEB obligations, and do not impose any requirement on public agencies to fund such obligations.

GASB 74 has an effective date for plan fiscal years beginning after June 15, 2016, and GASB 75 has an effective date for employer fiscal years beginning after June 15, 2017. The District recognized GASB 74 and GASB 75 in its financial statements for fiscal year 2017-18.

The District completed an actuarial report consistent with GASB 74 and GASB 75 assessing the District’s OPEB liability as of July 1, 2018 (the “OPEB Actuarial Report”). The OPEB Actuarial Report calculated the total OPEB liability (the “TOL”) to be \$96,277,830. As of the date of the report, the District has not set aside moneys in an irrevocable trust with which to pay the TOL, consequently, the net OPEB liability (the “NOL”) is also \$96,277,830.

Every year, active employees earn additional future benefits, an amount known as the “service cost,” which is added to the NOL. The OPEB Actuarial Report calculated the service cost for fiscal year 2018-19 to be \$2,408,818. The service cost changes each year based on covered payroll. The OPEB Actuarial Report calculated the District’s OPEB expense for fiscal year 2018-19 to be \$5,820,678. The OPEB expense is the amount recognized in accrual basis financial statements as the current period expense. The OPEB expense includes the service cost, interest, benefit payments, changes in benefit terms, and certain changes in the NOL.

The District funds its OPEB liability on a “pay-as-you go” basis. The District contributed \$2,974,091 to the Plan towards OPEB expenditures in fiscal year 2017-18, contributed \$2,259,604 to the Plan in fiscal year 2018-19 (unaudited), and has budgeted a contribution of \$2,481,072 to the Plan in fiscal year 2019-20.

See “APPENDIX A—ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018” for additional information regarding the District’s OPEB.

## DISTRICT FINANCIAL INFORMATION

*It should not be inferred from the inclusion of the information in this section concerning the operations of the District and its finances that the principal of or interest on the Bonds is payable from the General Fund. The Bonds are payable from the proceeds of an ad valorem tax, approved by the voters of the District pursuant to applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property in the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See “SECURITY AND SOURCE OF PAYMENT” herein.*

*All tables in this section “DISTRICT FINANCIAL INFORMATION” are from the District unless a source is otherwise indicated.*

### Accounting Practices

The District accounts for its financial transactions in accordance with the policies and procedures of the State Department of Education’s *California School Accounting Manual*, which, pursuant to Education Code Section 41010, is to be followed by all school districts in the State. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by GASB and the American Institute of Certified Public Accountants.

The District’s financial statements consist of government-wide statements and fund-based financial statements. Government-wide statements, consisting of a statement of net assets and a statement of activities, report all the assets, liabilities, revenue and expenses of the District and are accounted for using the economic resources measurement focus and accrual basis of accounting. The fund-based financial statements consist of a series of statements that provide information about the District’s major and non-major funds. Governmental funds, including the General Fund, special revenues funds, capital project funds and debt service funds, are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available, while expenditures are recognized in the period in which the liability is incurred, if measurable. Proprietary funds and fiduciary funds are accounted for using the economic resources measurement focus and accrual basis of accounting. See “NOTE 1” in “APPENDIX A” attached hereto for a further discussion of applicable accounting policies.

The independent auditor for the District in fiscal year 2017-18 was Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California (the “Auditor”). The financial statements of the District as of and for the year ended June 30, 2018, are set forth in “APPENDIX A” attached hereto. [The District has provided a copy of the preliminary Official Statement to the Auditor, who is expected to issue a formal consent letter for the inclusion of the audited financial statements as an appendix to this Official Statement.] The Auditor has not been engaged to perform and has not performed, since the date of its report attached hereto, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement.

### Budget and Financial Reporting Process

The General Fund finances the legally authorized activities of the District for which restricted funds are not provided. General Fund revenues are derived from such sources as federal and State school apportionments, taxes, use of money and property, and aid from other governmental agencies.

The District is required by provisions of the Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed revenues plus the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting format for all school districts.

The fiscal year for all State school districts and county offices of education is July 1 to June 30. Because most school districts depend on State funds for a substantial portion of revenue, the State budget is an extremely important input in the school district budget preparation process. However, there is very close timing between final approval of the State budget (legally required by June 15), the adoption of the associated school finance legislation, and the adoption of local school district budgets. In some years, the State budget is not approved by the legal deadline which forces school districts to begin the new fiscal year with only estimates of the amount of funding they will actually receive.

The school district budgeting process involves continuous planning and evaluation. Within the deadlines, school districts work out their own schedules for considering whether or not to hire or replace staff, negotiating contracts with all employees, reviewing programs, and assessing the need to repair existing or acquire new facilities. Decisions depend on the critical estimates of enrollment, fixed costs, commitments in contracts with employees as well as best guesses about how much money will be available for elementary and secondary education. The timing of some decisions is forced by legal deadlines. For example, preliminary layoff notices to teachers must be delivered in March, with final notices in May. This necessitates projecting enrollments and determining staffing needs long before a school district will know either its final financial position for the current year or its revenue for the next year.

School districts must adopt an annual budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. The governing board of the school district must not adopt a budget before the governing board adopts a local control and accountability plan (the "LCAP") for that budget year. See "FUNDING OF PUBLIC EDUCATION IN THE STATE" herein.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the school district to meet its current obligations, will determine if the budget is consistent with a financial plan that will enable the school district to meet its multi-year financial commitments, and will determine if the budget ensures the fiscal solvency and accountability for the goals outlined in the LCAP. On or before September 15, the county superintendent will approve or disapprove the adopted budget for each school district within its jurisdiction based on these standards. The school district board must be notified by September 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than September 20. Any recommendations made by the county superintendent must be made available by the school district for public inspection. The law does not provide for conditional approvals; budgets must be either approved or disapproved. No later than October 22, the county superintendent must notify the State Superintendent of Public Instruction (the "State Superintendent") of all school districts whose budget may be disapproved, and no later than November 8, the county superintendent must notify the State Superintendent of all school district budgets that have been disapproved or budget committees waived.

For school districts whose budgets have been disapproved, the school district must revise and readopt its budget by October 8, reflecting changes in projected income and expense since July 1, and responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final school district budgets and not later than November 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a school district's budget is approved, the school district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Under the provisions of State Assembly Bill 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent two fiscal years. Each school district is required by the Education Code to file two

interim reports each year—the first report for the period ending October 31 by not later than December 15, and the second report for the period ending January 31 by not later than March 15. Each interim report shows fiscal year-to-date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or subsequent two fiscal years. If either the first or second interim report is not positive, the county superintendent may require the school district to provide a third interim report by June 1 covering the period ending April 30. If not required, a third interim report is generally not prepared (though may be at the election of the school district).

The county superintendent must annually present a report to the governing board of the school district and the State Superintendent regarding the fiscal solvency of any school district with a disapproved budget, qualified interim certification, or negative interim certification, or that is determined at any time to be in a position of fiscal uncertainty pursuant to Education Code Section 42127.6. Any school district with a qualified or negative certification must allow the county office of education at least 10 working days to review and comment on any proposed agreement made between its bargaining units and the school district before it is ratified by the school district board (or the state administrator). The county superintendent will notify the school district, the county board of education, the school district governing board and the school district superintendent (or the state administrator), and each parent and teacher organization of the school district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district. Also, pursuant to Education Code Section 42133, a school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or the next succeeding fiscal year, non-voter approved debt unless the county superintendent of schools determines that the repayment of that debt by the school district is probable.

The filing status for each of the District’s interim reports for the previous six fiscal years appears in the following table.

**Certifications of Interim Financial Reports  
Anaheim Union High School District**

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<u>Fiscal Year</u>	<u>First Interim</u>	<u>Second Interim</u>
2013-14	Positive	Positive
2014-15	Positive	Positive
2015-16	Positive	Positive
2016-17	Positive	Positive
2017-18	Positive	Positive
2018-19	Positive	Positive

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Financial Statements

Figures presented in summarized form herein have been gathered from the District’s financial statements. The audited financial statements of the District for the fiscal year ending June 30, 2018, have been included in “APPENDIX A” attached hereto. Audited financial statements and other financial reports for prior fiscal years are on file with the District and available for public inspection during normal business hours. Copies of financial statements relating to any year are available to prospective investors and or their representatives upon request by contacting Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, telephone (714) 999-3511, Attention: Assistant Superintendent, Business, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

The following table sets forth the District's audited General Fund balance sheet data for fiscal years 2013-14 through 2017-18.

**General Fund Balance Sheet  
Anaheim Union High School District**

	2013-14 <u>Audited</u>	2014-15 <u>Audited</u>	2015-16 <u>Audited</u>	2016-17 <u>Audited</u>	2017-18 <u>Audited</u>
<b>Assets</b>					
Deposits and Investments	\$35,680,370	\$34,013,215	\$65,498,695	\$77,592,155	\$103,069,936
Receivables	43,472,032	14,885,559	13,377,806	12,254,948	6,576,753
Due from Other Funds	2,271,234	1,188,985	2,391,015	908,649	928,594
Prepaid Expenditures	10,064	0	1,604,798	0	0
Stores Inventories	<u>388,151</u>	<u>394,237</u>	<u>539,431</u>	<u>664,430</u>	<u>599,732</u>
<b>Total Assets</b>	<b>\$81,821,851</b>	<b>\$50,481,996</b>	<b>\$83,411,745</b>	<b>\$91,420,182</b>	<b>\$111,175,015</b>
<b>Liabilities and Fund Balances</b>					
<b>Liabilities</b>					
Accounts Payable	\$20,434,712	\$19,439,625	\$19,554,575	\$13,732,309	\$10,350,171
Due to Other Funds	3,734,122	3,661,162	16,800,369	0	1,318
Other Current Liabilities	26,000,000	0	0	0	0
Unearned Revenue	<u>208,117</u>	<u>702,427</u>	<u>2,493,450</u>	<u>4,023,146</u>	<u>5,056,251</u>
<b>Total Liabilities</b>	<b>\$50,376,951</b>	<b>\$23,803,214</b>	<b>\$38,848,394</b>	<b>\$17,755,455</b>	<b>\$15,407,740</b>
<b>Fund Balances</b>					
Nonspendable	\$553,215	\$549,237	\$2,299,229	\$819,430	\$754,732
Restricted	16,151,549	10,897,387	8,994,477	11,882,812	13,234,004
Assigned	3,175,551	3,958,142	19,602,079	28,115,425	41,877,512
Unassigned	<u>11,564,585</u>	<u>11,274,016</u>	<u>13,667,566</u>	<u>32,847,060</u>	<u>39,901,027</u>
<b>Total Fund Balances</b>	<b><u>\$31,444,900</u></b>	<b><u>\$26,678,782</u></b>	<b><u>\$44,563,351</u></b>	<b><u>\$73,664,727</u></b>	<b><u>\$95,767,275</u></b>
<b>Total Liabilities and Fund Balances</b>	<b>\$81,821,851</b>	<b>\$50,481,996</b>	<b>\$83,411,745</b>	<b>\$91,420,182</b>	<b>\$111,175,015</b>

Source: Anaheim Union High School District's Annual Financial Reports for fiscal years 2013-14 through 2017-18.

The following table sets forth the District's audited General Fund activity for fiscal years 2015-16 through 2017-18, unaudited activity for fiscal year 2018-19 and budgeted activity for fiscal year 2019-20.

**General Fund Activity<sup>1</sup>**  
**Anaheim Union High School District**

	2015-16 <u>Audited</u>	2016-17 <u>Audited</u>	2017-18 <u>Audited</u>	2018-19 <u>Unaudited</u>	2019-20 <u>Budget</u>
Beginning Balances	\$26,678,782	\$44,563,351	\$73,664,727	\$95,767,275	\$117,978,933
Balance, Deferred Maintenance <sup>1</sup>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(5,189,222)</u>	<u>(5,870,975)</u>
Adjusted Beginning Balance	\$26,678,782	\$44,563,351	\$73,664,727	\$90,578,053	\$112,107,958
<b>Revenues</b>					
LCFF	\$287,388,003	\$300,736,401	\$301,886,996	\$324,035,773	\$331,039,095
Federal Revenue	17,903,802	17,908,611	17,811,609	20,760,220	21,911,580
Other State Revenues	55,198,786	59,464,671	48,924,496	52,640,399	43,934,289
Other Local Revenues	<u>7,064,252</u>	<u>7,931,958</u>	<u>7,621,062</u>	<u>11,132,155</u>	<u>11,088,384</u>
<b>Total Revenues</b>	\$367,554,843	\$386,041,641	\$376,244,163	\$408,568,547	\$407,973,348
<b>Expenditures</b>					
Certificated Salaries	\$149,170,984	\$151,343,640	\$148,614,663	\$156,205,377	\$158,695,986
Classified Salaries	54,615,251	55,710,831	54,833,557	59,446,883	59,930,140
Employee Benefits	88,073,390	97,271,762	104,844,268	114,378,552	124,551,774
Books and Supplies	15,802,205	10,710,163	10,479,691	13,143,183	26,140,573
Services and Operating Expenses	25,049,897	25,044,542	22,554,043	28,496,530	34,266,783
Capital Outlay	2,840,443	5,022,229	3,805,740	4,374,826	10,264,927
Other Outgo	<u>13,640,835</u>	<u>13,009,330</u>	<u>12,270,740</u>	<u>9,648,655</u>	<u>11,749,893</u>
<b>Total Expenditures</b>	\$349,193,005	\$358,112,497	\$357,402,702	\$385,694,005	\$425,600,076
Other Financing Sources	(\$477,269)	\$1,172,232	\$3,261,087	(\$1,344,637)	(\$1,500,000)
<b>Net Increase / (Decrease)</b>	\$17,884,569	\$29,101,376	\$22,102,548	\$21,529,905	(\$19,126,728)
<b>Ending Balance</b>	\$44,563,351	\$73,664,727	\$95,767,275	\$112,107,958	\$92,981,230
Balance, Deferred Maintenance <sup>1</sup>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,870,975</u>	<u>2,433,175</u>
<b>Ending Balance, GAAP Basis</b>	\$44,563,351	\$73,664,727	\$95,767,275	\$117,978,933	\$95,414,405

<sup>1</sup>The District has implemented *Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions* ("GASB 54"), the effect of which was to reclassify and restate the District's Deferred Maintenance Fund within the General Fund. However, the District's internal reporting, including the fiscal year 2018-19 unaudited actuals and fiscal year 2019-20 adopted budget, does not reflect the implementation of GASB 54, and therefore does not include activity within the Deferred Maintenance Fund.

Figures may not total due to rounding.

Sources: Anaheim Union High School District's Annual Financial Reports for fiscal years 2014-15 through 2017-18 and its Unaudited Actual Financial Statements and Reports for fiscal year 2018-19.

Revenues

The District categorizes its General Fund revenues into four primary sources: LCFF, federal revenues, other State revenues and other local revenues.



*Local Control Funding Formula (LCFF)*. For nearly half a century, State school districts operated under general purpose revenue limit funding based on a district’s average daily student attendance, much of which was restricted by category as to how each dollar could be spent. Revenue limit funding was calculated by multiplying a school district’s ADA (using the greater of the current or prior year P-2 ADA) by the school district’s revenue limit funding per ADA, with certain adjustments.

In landmark legislation effective fiscal year 2013-14, the State introduced a new school district funding formula, the local control funding formula (“LCFF”). LCFF consolidated most categorical programs in order to give school districts more control over how to spend their revenues. At full implementation of LCFF, school districts will receive a uniform base grant per student based on grade span, a supplemental grant based on an unduplicated count of the targeted disadvantaged students (“unduplicated students”) in the school district, and an additional concentration grant based on the number of unduplicated students in the school district above 55 percent, with qualifying schools receiving an additional necessary small school allowance. In fiscal year 2018-19, approximately 64.10 percent of the District’s students were unduplicated students. The base, supplemental, and concentration grant amounts per student were set in fiscal year 2012-13 and are subject to cost-of-living adjustments thereafter. School districts that would otherwise receive less funding at full implementation of LCFF than they did under the revenue-limit system are also guaranteed an additional Economic Recovery Target (“ERT”) grant to restore funding to at or above their pre-recession funding, adjusted for inflation. The ERT add-on is paid incrementally over the LCFF implementation period. In fiscal year 2018-19, the District’s LCFF funding at full implementation based on P-2 ADA was calculated to be \$324,001,934, comprised of \$260,413,423 in base grant funding, \$37,983,902 in supplemental grant funding, \$23,346,064 in concentration grant funding and \$2,258,545 in add-on funding.

LCFF was originally scheduled to be phased in over eight years through fiscal year 2020-21. To calculate LCFF funding during the phase-in period, school districts calculated their “funding gap,” the difference between LCFF funding calculated at full implementation and their “funding floor,” an amount based on fiscal year 2012-13 funding levels under the revenue limit system adjusted for prior LCFF phase-in adjustments. School districts received their funding floor plus a percentage of their funding gap as specified in the State budget. In fiscal year 2018-19, the State funded 100 percent of the remaining gap. See “FUNDING OF PUBLIC EDUCATION IN THE STATE” herein for more information about LCFF.

Set forth in the following table are the District’s funded ADA by grade span and the percentage of unduplicated student enrollment for fiscal years 2013-14 through 2017-18, unaudited data for fiscal year 2018-19 and estimated data for fiscal year 2019-20.

**Funded ADA and Unduplicated Student Enrollment Percentage  
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>Funded ADA Grades 7 – 8</u>	<u>Funded ADA Grades 9 – 12</u>	<u>Total Funded ADA</u>	<u>Unduplicated Student Enrollment Percentage<sup>1</sup></u>
2013-14	10,251	20,953	31,204	74.17%
2014-15	10,143	20,740	30,883	74.94
2015-16	9,879	20,562	30,441	72.60
2016-17	9,771	20,366	30,138	71.33
2017-18	9,731	20,087	29,818	72.15
2018-19	9,601	20,023	29,623	72.93
2019-20 <sup>2</sup>	9,538	19,631	29,169	74.09

<sup>1</sup>For purposes of calculating supplemental and concentration grants, a school district’s fiscal year 2013-14 percentage of unduplicated students is determined solely as the percentage of its fiscal year 2013-14 total enrollment. For fiscal year 2014-15, the percentage of unduplicated students is based on the two-year average of unduplicated student enrollment in fiscal years 2013-14 and 2014-15. Beginning in fiscal year 2015-16, a school district’s percentage of unduplicated student enrollment is based on a rolling average of such district’s unduplicated student enrollment for the then-current fiscal year and the two immediately preceding fiscal years.

<sup>2</sup>Estimated.

Source: Anaheim Union High School District.

Set forth in the following table is the District's actual LCFF funding per ADA for fiscal years 2013-14 through 2017-18, unaudited LCFF funding per ADA for fiscal year 2018-19 and estimated LCFF funding per ADA for fiscal year 2019-20.

**LCFF Funding per ADA  
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>Funded ADA<sup>1</sup></u>	<u>Average LCFF Funding per ADA<sup>2</sup></u>	<u>Average LCFF Funding per ADA at Full Implementation</u>
2013-14	31,204	\$7,569	\$10,259
2014-15	30,883	8,428	10,391
2015-16	30,441	9,440	10,368
2016-17	30,138	9,925	10,295
2017-18	29,818	10,179	10,501
2018-19 <sup>3</sup>	29,623	10,938	10,938
2019-20 <sup>4</sup>	29,169	11,362	11,362

<sup>1</sup>Funded ADA is the greater of current year P-2 ADA and prior year P-2 ADA.

<sup>2</sup>Represents average LCFF funding per ADA across grade spans.

<sup>3</sup>Unaudited.

<sup>4</sup>Estimated.

Source: Anaheim Union High School District.

Funding of the District's LCFF is accomplished by a mix of a) local taxes (composed predominantly of property taxes, and including miscellaneous taxes and certain community redevelopment funds, if any) and b) State apportionments. The majority of the District's LCFF funding comes from State apportionments.

LCFF revenues were 80.2 percent of General Fund revenues in fiscal year 2017-18, were 79.3 percent of General Fund revenues in fiscal year 2018-19 (unaudited) and are budgeted to be 81.1 percent of General Fund revenues in fiscal year 2019-20.

*Federal Revenues.* The federal government provides funding for several District programs. These federal revenues, most of which historically have been restricted, were 4.7 percent of General Fund revenues in fiscal year 2017-18, were 5.1 percent of General Fund revenues in fiscal year 2018-19 (unaudited) and are budgeted to be 5.4 percent of General Fund revenues in fiscal year 2019-20.

*Other State Revenues.* In addition to apportionment revenues, the State provides funding to the District for categorical programs. These other State revenues were 13.0 percent of General Fund revenues in fiscal year 2017-18, were 12.9 percent of General Fund revenues in fiscal year 2018-19 (unaudited) and are budgeted to be 10.8 percent of General Fund revenues in fiscal year 2019-20. Included in other State revenues are proceeds received from the State from the State lottery.

*Other Local Revenues.* Revenues from other local sources were 2.0 percent of General Fund revenues in fiscal year 2017-18, were 2.7 percent of General Fund revenues in fiscal year 2018-19 (unaudited) and are budgeted to be 2.7 percent of General Fund revenues in fiscal year 2019-20.

Expenditures

The largest components of a school district's general fund expenditures are certificated and classified salaries and employee benefits. Changes in salary and benefit expenditures from year to year are generally based on changes in staffing levels, negotiated salary increases, and the overall cost of employee benefits. Even with no negotiated salary increases or changes in staffing levels, normal "step and column" advancements on the salary scale result in increased salary expenditures.

At the time the District prepared its fiscal year 2019-20 budget, the District had not completed negotiations with its certificated or classified bargaining units nor its management employees to finalize salary and benefit increases for fiscal year 2019-20. As a result, the District did not include certificated, classified and management employee salary and benefit

increases in its fiscal year 2019-20 budget. Each one percent increase in salary for certificated, classified and management staff is estimated to increase fiscal year 2019-20 expenditures by \$1,743,807, \$742,167 and \$214,857 respectively.

Employee salaries and benefits were 90.3 percent of General Fund expenditures in fiscal year 2017-18, were 85.6 percent of General Fund expenditures in fiscal year 2018-19 (unaudited) and are budgeted to be 80.6 percent of General Fund expenditures in fiscal year 2019-20.

Short-Term Borrowings

The District has no short-term debt outstanding.

The District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the District have been used to reduce inter-fund dependency and to provide the District with greater overall efficiency in the management of its funds. The District has not defaulted on any of its short-term borrowings in the past 20 years.

Capitalized Lease Obligations

The District has made use of various capital lease arrangements under agreements that provide for title of items and equipment being leased to pass to the District upon expiration of the lease period. As of June 30, 2018, the District had \$3,705,201 in capital lease arrangements outstanding.

The District’s outstanding certificates of participation as of September 30, 2019 are set forth in the following table.

**Outstanding Certificates of Participation  
Anaheim Union High School District**

<u>Issue</u>	<u>Date Issued</u>	<u>Amount Issued</u>	<u>Final Maturity</u>	<u>Outstanding as of September 30, 2019</u>	<u>Debt Service in Fiscal Year 2019-10</u>
2017 Certificates	February 2, 2017	34,595,000	September 1, 2041	\$32,400,000	\$1,940,656

Long-Term Borrowings

*The 2002 Election.* On March 5, 2002 (the “2002 Election”), voters in the District authorized the issuance of not to exceed \$132,000,000 of general obligation bonds for authorized school purposes (“Measure Z”). Pursuant to Measure Z, the District issued three series of bonds: (i) on June 19, 2002, the District issued the Anaheim Union High School District, Orange County, California, Election of 2002 Series A General Obligation Bonds (the “Series 2002A Bonds”) in the aggregate principal amount of \$91,999,603; (ii) on December 17, 2003, the District issued the Anaheim Union High School District, Orange County, California, Election of 2002, Series 2003 General Obligation Bonds (the “Series 2003B Bonds”) in the aggregate principal amount of \$26,999,352; and (iii) on May 24, 2006, the District issued the Anaheim Union High School District (Orange County, California) General Obligation Bonds, 2002 Election, Series C (the “Series 2006C Bonds”) in the aggregate principal amount of \$13,000,000. There is less than \$1,100 of authorization remaining under Measure Z.

On January 27, 2005, the District issued the Anaheim Union High School District, Orange County, California, 2005 Refunding General Obligation Bonds (the “2005 Refunding Bonds”) in the aggregate principal amount of \$70,590,000 to refund the current interest portion of the Series 2002A Bonds. On October 30, 2012, the District issued the Anaheim Union High School District, (Orange County, California) 2012 General Obligation Refunding Bonds (the “2012 Refunding Bonds”) in the aggregate principal amount of \$21,225,000 to refund the current interest portion of the Series 2003B Bonds. On May 27, 2015 the District issued the Anaheim Union High School District (Orange County, California) 2015 General Obligation Refunding Bonds (the “2015 Refunding Bonds”) in the aggregate principal amount of \$57,455,000 to refund portions of the 2005 Refunding Bonds and the Series 2006C Bonds.

*The 2014 Election.* On November 4, 2014, voters in the District authorized the issuance of not to exceed \$249,000,000 of general obligation bonds for authorized school purposes (“Measure H”). On May 27, 2015, the District issued the 2015 Bonds in the aggregate principal amount of \$63,455,000. On April 19, 2018, the District issued the 2018 Bonds in the aggregate principal amount of \$83,000,000. Upon the issuance of the Bonds, the District will have no\* authorization remaining unissued under Measure H.

The following table summarizes the District’s outstanding long-term indebtedness as of September 30, 2019.

**Outstanding General Obligation Bonds  
Anaheim Union High School District**

<u>Authorization</u>	<u>Issue</u>	<u>Final Maturity</u>	<u>Principal Amount Issued</u>	<u>Outstanding as of September 30, 2019<sup>1</sup></u>	<u>Debt Service in Fiscal Year 2019-20</u>
2002 Election	Series 2002A	August 1, 2026	\$91,999,603	\$2,209,603	\$0
2002 Election	Series 2003B	August 1, 2028	26,999,352	2,979,352	0
Refunding	2012 Refunding	August 1, 2027	21,225,000	14,795,000	1,611,369
2014 Election	Series 2015	August 1, 2040	63,455,000	47,045,000	1,902,375
Refunding	2015 Refunding	August 1, 2025	57,455,000	38,100,000	7,404,125
2014 Election	Series 2018	August 1, 2043	83,000,000	<u>75,800,000</u>	<u>10,455,719</u>
			Total	\$180,928,955	\$21,373,588

<sup>1</sup>Excludes accreted value of capital appreciation bonds.

The District has not defaulted on the payment of principal of or interest on any of its long-term indebtedness in the past twenty years.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES

Background

From the Separation of Sources Act (1910) until Proposition 13 (1978), local governments had control over property tax rates and revenues within their jurisdiction. Voter approval was not required for most taxes, charges or fees imposed by local governments. Each school district in the State raised revenue by taxing local property owners according to a tax rate established by its governing board, subject to voter approval, and received some supplemental funds from the State. The State’s role in providing for public education and education facilities was limited during this time. Local school districts relied largely on general obligation bonds as the primary source of funding for school facilities.

The passage of Proposition 13 brought this local property tax system to an end, fundamentally changing local government finance. Local government entities are no longer authorized to levy a general tax rate. Instead, they share in the revenues generated by Proposition 13’s countywide tax rate. In the year following the passage of Proposition 13, local property tax revenue across the State fell approximately 60 percent. In order for school districts to continue operating, the State had to assume primary responsibility for public school funding, replacing the lost property tax revenue with moneys from the State general fund. As a result of Proposition 13, control over revenues shifted away from local school districts to the State government. Proposition 13 also eliminated the ability of school districts to issue bonds; for a decade, the State provided some of the cost of school facilities projects until the passage of Proposition 46 (1986) restored the ability of school districts to issue such bonds.

\* Preliminary; subject to adjustment

### Article XIII A of the State Constitution

Article XIII A, added to the State Constitution by Proposition 13 and amended over time, limits the *ad valorem* tax rate that can be levied on real property to one percent of its “full cash value” except to pay debt service, discussed below. “Full cash value” is defined as the property’s assessed value as of the fiscal year 1975-76 tax bill, annually increased by the lesser of either two percent or the rate of inflation. Subsequently, the property is reappraised for tax purposes upon a change in ownership or new construction. Several types of changes in ownership and construction have been exempted from the reassessment requirement by amendment, including improvements for seismic retrofit, solar energy, fire prevention, disability access, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property is destroyed in a declared disaster, and certain transfers of property between family members.

In most years, the market value of a property increases at a rate greater than the maximum two percent increase a county is allowed to calculate. As amended by Proposition 8 (1978), Article XIII A allows for a county to temporarily reduce the assessed value to current market value when the market value of the property falls below the property’s adjusted acquisition value due to an economic recession, natural disaster or other cause of damage. In years in which reduced reassessments are widespread, property tax revenue available to local governments such as school districts is reduced. Pursuant to interpretation of the Revenue and Taxation Code and upheld by State courts, once the market has rebounded or the property has been repaired to substantially its original condition, a county may increase the assessed value of the property at a rate greater than two percent annually until it has reached the property’s pre-decline assessed value.

As a result of these laws, real property that has been owned by the same taxpayer for many years can have an assessed value that is much lower than the market value of the property and of similar properties more recently sold. Likewise, changes in ownership of property and reassessment of such property to market value commonly lead to increases in aggregate assessed value even when the rate of inflation or consumer price index would not permit the full two percent increase on any property that has not changed ownership. Any increase or decrease in assessed valuation is allocated among the various jurisdictions.

The one percent tax is levied and collected by each county, and the revenue is apportioned by the county to each local government agency in the taxing area roughly in proportion to the relative shares of taxes as levied prior to 1979. Local government agencies, including school districts, may not directly levy any *ad valorem* tax, unless the tax is levied to pay debt service (interest and redemption charges) on a local government’s indebtedness approved by voters prior to July 1, 1978, or, thereafter, as amended by Proposition 46 (1986), bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority. In addition, Proposition 39 (2000) added a provision allowing for a lowered voter approval rate specifically for bonds to fund school facilities projects. A school district or community college district may levy *ad valorem* taxes in excess of one percent with 55 percent voter approval if the bonds will be used for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities. The measure must include the specific list of projects to be funded and certification that the school district’s governing board has evaluated safety, class size reduction, and information technology needs in developing the list, and must conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Pursuant to legislation, the projected tax rate per \$100,000 of taxable property value levied as the result of any single election may be no more than \$60 in a unified school district, \$30 in a high school or elementary school district, or \$25 in a community college district. The District’s 2002 Election and 2014 Election were both conducted pursuant to Proposition 39.

### Article XIII B of the State Constitution

Article XIII B, added to the State Constitution by Proposition 4 (1979) (the “Gann Limit”), amended by Proposition 111 (1990), limits the amount of certain funds, including tax revenues, that may be annually appropriated by the State and local governments, including school districts, to the amount appropriated the prior year, adjusted to reflect the rate of economic growth by measuring the change in *per capita* personal income and population. Certain payments are exempt from the appropriations limit calculation, including debt service payments; certain benefit payments, mandated expenses, State payments to school districts and community college districts, increases in revenues gained from fuel, vehicle and tobacco taxes, emergency appropriations; and qualified capital outlay projects (projects involving fixed assets such as land or construction that have an expected life of more than 10 years and a value greater than \$100,000).

Tax revenues in excess of the appropriation limit are shared between increased education funding and taxpayer rebates. Calculated over two years, half of any excess is transferred to K-14 school districts and half is returned to taxpayers through a

revision of tax rates within two fiscal years. Any such excess revenues transferred to K-14 school districts are not counted as part of the school districts' base expenditures for calculating their entitlement for State aid in the next year, nor is the State's appropriations limit increased by this amount. If a K-14 school district's revenues exceed its appropriations limit, the school district may increase its appropriations limit to equal its spending by borrowing from the State's appropriations limit.

#### Articles XIIIIC and XIIID of the State Constitution

Articles XIIIIC and XIIID, added to the State Constitution by Proposition 218 (1996) and amended over time, limit the ability of local governments, including school districts, to levy and collect non-*ad valorem* taxes, assessments, fees and charges. The law establishes that a tax must be either a "general" tax, requiring the approval of a simple majority of voters, the proceeds of which can only be used for general government purposes, or a "special" tax, requiring the approval of two-thirds of voters, the proceeds of which are used for a specific purpose, or if the tax is levied by a special-purpose government agency, including a school district. Any tax levied on property, other than the *ad valorem* tax governed by Article XIIIIA, is a special tax, requiring the approval of two-thirds of voters. Special-purpose government agencies, such as a school district, cannot levy general taxes.

Article XIIIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. A portion of the District's revenues are received annually from property taxes. The State Constitution and the laws of the State impose a mandatory, statutory duty on the Treasurer to levy a property tax sufficient to pay debt service on the Bonds coming due in each year. There is no court case which directly addresses whether the initiative power may be used to reduce or repeal the *ad valorem* taxes pledged to repay general obligation bonds. In the case of *Bighorn-Desert View Water Agency v. Virgil (Kelley)* (the "Bighorn Decision"), the California Supreme Court held that water service charges may be reduced or repealed through a local voter initiative subject to Article XIIIIC. The Supreme Court did state that it was not holding that the initiative power is free of all limitations. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Legislation adopted in 1997 provides that Article XIIIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the United States Constitution.

The initiative power can be used to reduce or repeal most local taxes, assessments, fees and charges. Article XIIID deals with assessments and property-related fees and charges and expressly cautions that its provisions shall not be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is available to repeal or reduce developer and mitigation fees imposed by the District. The District has no power to impose taxes except those property taxes associated with a general obligation bond election, following approval by 55 percent or two-thirds of the District's voters, depending upon the legal authority for the issuance of such bonds.

As amended by Proposition 26 (2010), the law defines any levy, charge, or exaction of any kind imposed by a local government as a tax requiring voter approval. The following exceptions do not require voter approval: a reasonable charge for a specific benefit, privilege, product or service that is received only by the payor of the charge; a reasonable charge for regulatory costs of issuing a license or permit, performing an inspection or audit, or enforcing an order; a charge for use, rental, or purchase of government property; a charge, fine or penalty for violation of law; and assessments and property-related fees imposed as a condition of property development. Although such fees and charges levied by one taxing jurisdiction do not directly impact the amount of revenue available to another taxing jurisdiction from *ad valorem* property taxes, if the ability to impose the fee or charge is restricted, it could indirectly impact such revenues.

#### Minimum Guarantee of State Funding for Education

Proposition 98 (1988), added Article XVI to the State Constitution, requiring that "from all State revenues there shall first be set apart the moneys to be applied by the State for support of the public school system and higher education." Known as the "minimum guarantee," funding for K-14 school districts, made up of a combination of State general fund income tax revenues and local property tax revenues, must be the greater of either the same percentage of State general fund revenues as was appropriated in fiscal year 1986-87, or the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The minimum guarantee allocated each year, determined by a set of tests, is approximately 40 percent or more of State general fund revenues. The amount of the minimum guarantee is not finalized until the final economic analysis is completed for a fiscal year; if the revisions result in a

higher minimum guarantee than was budgeted, the State makes a one-time “settle-up” payment and uses the increased minimum to calculate the subsequent year’s funding, as described below. If the revised minimum guarantee is lower than budgeted, the State can use the higher level or make mid-year adjustments to reduce funding.

“Test 1” (share of the State general fund) allocates approximately 41 percent of the State general fund revenue to K-14 school districts. Test 1, in which the amount of the minimum guarantee is based on the share of the State general fund revenue spent on K-14 education funding in fiscal year 1986-87, only applies if Test 2 or Test 3 (described below) does not result in additional funding for K-14 school districts. Test 1 has been used five times in the last 31 years, including fiscal years 2014-15 and 2019-20.

“Test 2” (change in *per capita* personal income) provides that K-14 school districts receive the same amount of funding received in the prior year, adjusted for year-over-year statewide changes in K-12 attendance and *per capita* personal income. Test 2 is used if it results in more funding for K-14 school districts than Test 1 (unless Test 3 applies instead). Test 2 has been used in 15 of the past 31 years, including fiscal years 2017-18 and 2018-19.

“Test 3” (change in general fund revenue) provides that K-14 school districts receive the same amount of funding received in the prior year, adjusted for year-over-year statewide changes in K-12 attendance and general fund revenue; this calculation is only used if the percentage change in *per capita* State general fund revenue is less than the change in *per capita* personal income. Test 3 has been used in nine of the past 31 years, including fiscal years 2015-16 and 2016-17.

In years of economic hardship, the State Legislature can suspend the minimum guarantee for a year by a two-thirds vote, which also triggers the maintenance factor obligation, to be restored in later years. Such suspension has only occurred twice, in fiscal years 2004-05 and 2010-11.

The State creates a maintenance factor obligation when Test 3 is operative or when the minimum guarantee is suspended. In any year in which Test 3 is used, the difference between the actual amount of funding provided and the amount that would have been appropriated, under the larger amount of either Test 1 or Test 2, is considered a “maintenance factor” credit to K-14 school districts, to be restored in future years when State revenue growth rebounds to exceed personal income. The State constitution requires the maintenance factor be paid off in annual amounts determined by formula, with stronger revenue growth generally requiring larger payments.

The State Legislature has the authority to spend more than the minimum guarantee, although any increase creates a higher minimum floor for the following year; this has occurred from time to time. At times, the State also has had outstanding one-time Proposition 98 obligations known as “settle-up” obligations. A settle-up obligation is created when the minimum guarantee increases midyear and the State does not make an additional payment within that fiscal year to meet the higher guarantee. The increased amount is used as the base for the following year’s minimum guarantee. Settle-up funds can be used for any educational purpose, including paying off other state one-time obligations, such as deferrals and mandates.

### Community Redevelopment and Revitalization

Beginning with the Community Redevelopment Act (1945) under Article XVI of the State Constitution, amended over time, until the termination and dissolution of the program in 2011, a local government could improve an economically depressed area by creating a redevelopment agency (an “RDA”) to pay for development projects with the future increase in property tax revenue, or “tax increment,” attributable to the growth in assessed value of taxable property within the project area when the project was complete. However, the allocation of the tax increment to the local RDA caused a reduction in the one percent countywide property tax levy for other local taxing agencies, including school districts, although *ad valorem* property taxes in excess of the one percent property tax levy collected for payment of debt service on school district bonds were not affected. Although a school district could negotiate with the RDA for “pass-through” payments of local tax revenues, because the State was replacing the school district’s lost tax revenue, there was little incentive for most school districts to negotiate for greater amounts of pass-through from the RDAs. The State’s share of reimbursements to such school districts soared into the hundreds of millions of dollars per year.

Facing economic crisis, Assembly Bill, First Extended Session 26 (“AB1X 26”) (2011), upheld by the State Supreme Court in *California Redevelopment Association v. Matosantos* (2011), was enacted to dissolve the more than 400 RDAs in the State to preserve funding for core public services at the local level. Successor agencies were established to facilitate the management of projects underway, making payments on enforceable obligations, and disposing of assets and properties. Senate Bill 107 (2015) streamlined the dissolution process and expanded the types of loans for which cities and counties can seek

reimbursement. Some school districts receive pass-through payments during the dissolution process. See “DISTRICT FINANCIAL INFORMATION—Revenues” herein.

Assembly Bill 2 (“AB2”) (2015), the result of several legislative efforts to replace the redevelopment law in order to provide local government options for sustainable community economic development, is a limited version of the former law, targeting only the State’s most impoverished areas. AB2 allows a local government to create a community revitalization investment area (“CRIA”) if several conditions are met, including measures of unemployment, crime, and dilapidated infrastructure and residential structures, which are required to insure that the CRIA process is actually used for the intended purpose of alleviating blight. Significantly, school districts are prohibited from participating in the CRIA; because schools may not contribute their share of the tax increment to the project area, the funding impact to schools and the State is avoided. Assembly Bill 2492 (2016) was enacted that clarified implementation issues of AB2.

#### Limits on State Authority Over Local Tax Revenues

State and local governments’ funding and responsibilities are interrelated. Both levels of government share revenues raised by certain taxes such as sales and fuel taxes, and both also share in the costs for some programs such as health and social services. Although the State does not receive local property tax revenue, it has had authority over the distribution of these revenues among local agencies and school districts. Under Article XIII A, the State had the authority to permanently shift property taxes among local governments. At times, the State fulfilled some portion of the Proposition 98 minimum guarantee by shifting some of the property tax revenues share belonging to cities, counties, other special districts and redevelopment agencies to K-14 school districts through an Educational Revenue Augmentation Fund (“ERAF”) established in each county.

Proposition 1A (2004) amended Articles XI and XIII of the State Constitution to require two-thirds approval of the State Legislature to shift property tax revenues allocation between local governments, preventing the State from reducing the property tax share allocated to cities, counties, and special districts. However, the State could still transfer property tax revenues to schools in the case of severe fiscal hardship and two-thirds approval of the State Legislature.

Proposition 22 (2010) amended Articles XIII and XIX of the State Constitution to further restrict the State’s control over local property taxes in order to stabilize local government revenue sources. Even during times of severe fiscal hardship, the State could not take revenue derived from locally imposed taxes, such as parcel taxes, hotel taxes, utility taxes, and sales taxes, for State purposes, nor could the State delay distribution of tax revenues to local governments, redirect redevelopment agency property tax revenue to other local governments such as school districts, or shift money to the school districts under an ERAF. As a result, the State would have to take other actions to balance its budget in some years, such as reducing State spending or increasing State taxes. Proposition 22’s restriction of the State’s ability to shift local funds made K-14 school districts more directly dependent on the State general fund for Proposition 98 funding.

#### Temporary State Tax Increases

From 2008 to 2012, the State eliminated more than \$56 billion from State and local funding for local services including education, police, fire, and health care. Proposition 30 (2012) allows the State to levy a temporary sales tax (lasting four years) and income tax on high-income earners (lasting seven years), the revenues of which are dedicated to increased education funding and to balance the State budget. Existing law requires that in years in which the State’s general fund revenues grow by a large amount, funding for education must also be increased by a large amount. The tax revenues allocated to education as part of the minimum guarantee are deposited into the Education Protection Account (“EPA”), recalculated and distributed quarterly to K-14 school districts (89 percent to K-12 school districts and 11 percent to community college districts) as a continuing appropriation not subject to budget adoption. The funds are distributed in the same manner as existing unrestricted per-student funding. The Proposition 30 tax revenue is included in the Proposition 98 calculation, raising the guarantee by billions each year. The remaining Proposition 30 tax revenues will be used to balance the budget.

Proposition 55 (2016) extends the income tax increase on high-income taxpayers through the year 2030-31. Approximately half of the revenue raised by this measure is allocated to K-14 school districts. The measure also directs half of any excess revenues, up to a maximum of \$2 billion, for additional funding for Medi-Cal, if revenues exceed the constitutionally required education spending and the costs of government programs in place as of January 1, 2016. A portion would also be saved in reserves and spent on debt payments. Any remaining revenues would be available for any State purpose.



### Enacted Budget Required for Disbursement of State Funds

In years in which the State Legislature has not enacted a budget by the required deadline, the fiscal year begins without an enacted budget, and the State has, in some cases, issued registered warrants or IOUs, to pay certain State employees' wages and State debts. In 1988, during such a budgetary impasse, a taxpayers' association argued that such warrants were not authorized without an enacted budget. In the case, known as *Jarvis v. Connell*, the State Court of Appeal held that without an enacted budget, State funds may not be disbursed unless the payment is authorized by the State Constitution, as a continuing appropriation, or by federal mandate. This could affect school district budgets to the extent that, if there is neither an enacted budget nor emergency appropriation, State payments owed to school districts could be delayed unless they are required as a continuing appropriation or federal mandate.

### State and School District Budgetary Reserves

Proposition 58 (2004) amended Article IV of the State Constitution to require the State to enact a balanced budget, in which estimated revenues would meet or exceed estimated expenditures in each year, and that mid-year adjustments be made if the budget fell out of balance. The law established the Budget Stabilization Account (the "BSA") in the State's general fund, which required a deposit of three percent of the State general fund each year.

Proposition 2 (2014) addressed the need for long-term financial stability in the State in the face of economic volatility by dedicating funds to pay down the State's debt, changing the State's reserve policies, and creating a separate budget reserve for K-14 school districts called the Public School System Stabilization Account (the "PSSSA"). The law reduced legislative discretion over the timetable for the repayment of State debts and required that 1.5 percent of the State general fund be deposited into the BSA annually, plus an additional amount when the State experiences spikes in capital gains tax revenue in excess of eight percent of State general fund revenues. The PSSSA, also funded with capital gains spikes, is drawn upon when the Proposition 98 minimum guarantee exceeds available State general fund and property tax revenues. Through 2030, half of the funds deposited each year into the BSA must be used to pay fiscal obligations such as budget loans and unfunded State level pension plans. Funds may be withdrawn from the BSA only for a disaster-related emergency or a fiscal emergency (which occurs if estimated resources in the current or upcoming fiscal year are insufficient to keep spending at the level of the prior three budgets adjusted for inflation and population). In the case of a recession, only half of the funds can be withdrawn. As a result, a large amount of incremental gains in the State's general fund revenues are allocated to building reserves and repaying debt.

The State has a constitutional obligation to ensure that school districts continue to operate even in times of financial difficulty so that the education of students in the State is not disrupted. The State requires school districts to maintain a minimum reserve in their general fund's reserve for economic uncertainties to help school districts manage cash flow, address unexpected costs, save for large purchases, reduce costs of borrowing money, and mitigate the volatility in funding produced by the reliance on tax revenue funding sources. The minimum reserve amount required depends on the size of the school district's enrollment. Smaller school districts are required to keep a higher percentage of reserves because they are more easily overwhelmed by unexpected costs, such as a single major facility repair, which could deplete most of its reserves in a single year. School districts with enrollment of 300 or fewer students, which represent 25 percent of school districts in the State, must keep a minimum reserve of five percent of expenditures. School districts with enrollment of 301 to 1,000 students, which represent 17 percent of school districts in the State, must keep a minimum reserve of four percent. School districts with enrollment of 1,001 to 30,000 students, which represent 55 percent of school districts in the State, must keep a minimum reserve of three percent. School districts with enrollment of 30,001 to 400,000 students, which represent three percent of school districts in the State, must keep a minimum reserve of two percent. The one school district in the State with an enrollment of 400,001 or more students must keep a minimum reserve of one percent. Many school districts attempt to keep their reserve levels higher than State minimum requirements.

Senate Bill 858 (2014), enacted as trailing legislation to the fiscal year 2014-15 State budget, required K-12 school districts, in the event of a deposit by the State to the PSSSA, to reduce total assigned and unassigned reserves in the following year to no more than twice its minimum reserve for economic uncertainties, ranging from one to five percent of expenditures depending on the size of the school district. Senate Bill 751 (2018), signed into law on October 11, 2017 and effective January 1, 2018, makes certain changes to the cap on school district reserves, increasing both the State PSSSA deposit amount required to trigger the reserve cap (to three percent of State general fund revenues appropriated for K-12 school districts), and increasing the cap on individual school district reserves (to 10 percent of combined assigned and unassigned ending general fund balances). In addition, basic aid school districts and small school districts with fewer than 2,501 students are exempted from the cap. County education officials can exempt a school district from the cap if the school district demonstrates extraordinary

fiscal circumstances, including undertaking multi-year infrastructure or technology projects. A smaller reserve could affect the school district's financial condition in the event of an economic downturn. The District cannot predict when a deposit to the PSSSA might occur or whether future legislation will be enacted that changes this requirement.

### School Facilities Funding

The Leroy F. Greene School Facilities Act (1998) established the State Facilities Program ("SFP") to allocate funding grants based on proposals submitted by school districts for the new construction of or the modernization of existing school facilities, although the program has evolved to allow funding for other types of school facility needs including facility hardship, seismic mitigation, charter school facilities, relief of overcrowding, career technical education facilities, incentives for energy efficiency and high-performance architectural attributes, and joint-use programs with other government entities.

Funding for SFP grants comes from statewide general obligation bonds approved by the voters in the State. The State retires these bonds by making annual debt service payments. In fiscal year 2016-17, the State paid \$2.4 billion in debt service on previously issued K-12 facilities bonds and \$300 million in debt service on community college facilities bonds. Proposition 1A (1998) provided \$9.2 billion (\$6.7 billion for K-12 facilities), Proposition 47 (2002) provided \$13.2 billion (\$11.4 billion for K-12 facilities), Proposition 55 (2004) provided \$12.3 billion (\$10 billion for K-12 facilities), Proposition 1D (2006) provided \$10.4 billion (\$7.3 billion for K-12 facilities), and Proposition 51 (2016), the first initiative facilities bond measure, provides \$9 billion (\$6 billion for K-12 facilities).

Proposition 51 amends the Education Code, prescribing the fiscal allocation and purpose of the \$9 billion bond and establishing the 2016 State School Facilities Fund and the 2016 California Community College Capital Outlay Bond Fund in the State Treasury. Of the total amount, \$6 billion is allocated to K-12 facilities (half for new construction and half for modernization), \$500 million for charter schools, \$500 million for career technical education programs, and \$2 billion to community colleges.

In most cases, K-12 school and community college districts that receive funding for approved projects must match the funding with local funding according to the type of project. Projects for the purchase of land and new construction are matched evenly. Modernization projects require a match of 40 percent local funding to 60 percent State funding. If no local funding is available, the school district can apply for additional grant funding. Community college projects do not have a specified contribution model and are determined individually. K-12 school and community college districts may sell local general obligation bonds to cover the school district's share of the cost of facility projects. K-12 school districts may also raise funds for facilities by charging fees on new development (community college districts may not). Both K-12 school and community college districts may also raise funds by parcel taxes and other methods used less frequently.

### Impact of Future Legislation

Laws affecting school district funding and the power of State and local governments to raise and spend revenue have been subject to many changes as voters and lawmakers react to economic and political cycles. The complex patchwork of the many different provisions at times results in uncertainty regarding their operation or interpretation. Many of the laws discussed above were enacted through the State's initiative process. Initiative constitutional amendments may be changed only by another statewide initiative. Legislative constitutional provisions may be changed by a majority vote of both houses of the State Legislature and approval by the Governor, if the change furthers the purposes of the provision. The District cannot predict whether or when the voters in the State or the State Legislature will approve further legislation that could restrict the District's sources of revenue or its ability to spend that revenue, or require the District to appropriate additional revenue.

## FUNDING OF PUBLIC EDUCATION IN THE STATE

### Sources of Revenue for Public Education

There are four general sources of funding for K-12 public education in the State: the federal government, local property taxes, other local funding sources and State funding, the principal source of funding for most school districts. Proposition 13 eliminated the possibility of raising additional *ad valorem* property taxes above one percent for general-purpose school support, and the courts have declared that school districts may not charge fees for school-related activities, unless the charge is

specifically authorized by law for a particular program or activity. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES” herein.

*State Funding.* Many school districts in the State receive the majority of their funds from the State. According to the State Legislative Analyst’s Office (the “LAO”), State funding accounted for approximately 62 percent of the State’s K-12 public education funding in fiscal year 2016-17 and approximately 61 percent in fiscal year 2017-18, and is budgeted to account for approximately 61 percent of funding in fiscal year 2018-19. There are three sources of State funds for K-12 public education: the Proposition 98 minimum guarantee, comprised of a combination of State general fund revenues and local property tax revenues, representing the majority (80 percent in fiscal year 2018-19) of State funding; additional State funds for targeted programs such as facilities and remaining categorical programs such as special education, nutrition, afterschool programs, and home-to-school transportation; and State lottery funds, a portion of which may only be used for instructional purposes. The Proposition 98 guaranteed minimum amount is set forth each year in the State budget. See “—The 2019-20 State Budget” herein.

More than 60 percent of the State’s general fund revenue comes from personal income taxes, with capital gains taxes representing more than 10 percent of the State’s general fund revenue, so a downturn in the stock market may significantly impact the State’s general fund. Because funding for education in the State depends on the amount of money available in the State general fund, the linkage can result in significant volatility in education funding. For instance, during the recent recession in fiscal year 2011-12, State general fund revenues available for education funding were approximately eight percent less than the amount available four years prior. Provisions added to the State Constitution and statutes in 2013 and 2014 attempt to provide funding stability to public education by capturing spikes in capital gains revenue to use for paying down debts and obligations and to create reserves. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES” herein.

The State Revenue Limit was instituted in fiscal year 1973-74 to provide a mechanism to calculate the total amount of general-purpose revenue a school district, community college district or county office of education is entitled to receive from combined State and local sources per average daily attendance, known as its “revenue limit,” and the funding from this calculation formed the bulk of school districts’ income, and was annually increased to adjust for changes in the cost of living. The revenue limit for each school district or county office of education was funded first by the property tax revenue available to that entity, with the remaining balance filled by State funds. “Community-funded” districts whose local property tax revenues exceeded their calculated revenue limit did not receive State revenue limit funding, although such districts did receive the constitutionally required minimum funding, or “basic aid” per pupil, and categorical State and federal aid that was restricted to specific programs and purposes.

In landmark legislation, the fiscal year 2013-14 State budget replaced revenue limit funding with the LCFF. The LCFF transfers control over spending decisions to local authorities, requiring community input about those spending decisions along with increased transparency and accountability for the outcomes of those decisions. The general-purpose funds for school districts are now funneled through LCFF, and funds received through categorical programs are greatly reduced. As under the revenue limit system, the amount a school district is entitled to receive for general-purpose LCFF funds is financed through the local property tax revenue available to the school district, with the remaining balance funded by the State.

Most public education funding from the State is provided through the LCFF, including approximately 80 percent of Proposition 98 funding for K-12 public education. As under the revenue limit system, school districts continue to receive funds based on the greater of prior year or current year ADA figures. Under LCFF, school districts across the State receive the same base grants for each grade span, based on ADA. In fiscal year 2018-19, the adjusted base grants are \$8,235 for kindergarten through third grade, \$7,571 for fourth through sixth grade, \$7,796 for seventh through eighth grade, and \$9,269 for ninth through twelfth grade. These figures include increases for class size reduction for kindergarten through third grade and career technical education for ninth through twelfth grade.

School districts receive a supplemental grant of 20 percent of the base grant for each student in the school district who is low-income, English-learner, or foster youth. Enrollment counts are “unduplicated,” such that students may not be counted as both English-learner and low-income (foster youth automatically meet the eligibility requirements for free or reduced-price meals, and are therefore not discussed separately). School districts with more than 55 percent enrollment of unduplicated students receive a concentration grant, an additional 50 percent of the base grant for each unduplicated student above the threshold, intended to address the additional academic challenges faced by such students when their peers are similarly disadvantaged. The supplemental and concentration grants are allocated so that as a school district’s proportion of unduplicated students increases, so does its total funding allocation. A school district in which 100 percent of enrollment is unduplicated students will receive 42.5 percent more total funding than a school district with no unduplicated students. The supplemental and

concentration grant amounts are based on the unduplicated count of pupils divided by the total enrollment in the school district, based on the fall P-1 certified enrollment report. School districts have broad discretion to decide how to spend the base grant. The supplemental and concentration grants must be used to increase or improve services to the population they are intended to serve, although some services may be provided district- or site-wide.

The implementation of LCFF began in fiscal year 2013-14, with full implementation planned by fiscal year 2020-21, but completed ahead of schedule in fiscal year 2018-19. Until full implementation has occurred, the difference between the actual amount districts receive in a year and the target amount they will receive as of full implementation is referred to as the “funding gap.” The funding gap is determined by the difference between the “funding floor,” or amount of funding a school district received the prior year, and the target amount of funding the school district will receive at full implementation. The funding floor consists of the deficated revenue limit fiscal year 2012-13 divided by ADA multiplied by current year ADA, plus the sum of any categorical funding. Sufficient funding was available to fund 12 percent of the funding gap in fiscal year 2013-14, 33 percent of the remaining gap in fiscal year 2014-15, 53 percent of the remaining gap in fiscal year 2015-16, 57 percent of the remaining gap in fiscal year 2016-17, 43 percent of the remaining gap in fiscal year 2017-18, and 100 percent of the remaining gap in fiscal year 2018-19, bringing LCFF to full implementation in the sixth year of its implementation.

Under the “hold harmless” provision, no school district will receive less State aid than it received in fiscal year 2012-13. Most districts will receive more funding at full implementation of LCFF than they did previously under the revenue-limit system. For some school districts, their per-pupil undeficated fiscal year 2012-13 funding was higher than their LCFF entitlement at full implementation. Such districts will have their undeficated funding level restored through a supplemental ERT add-on payment. School districts that are eligible for ERT funding will receive the difference between their LCFF target and their LEA’s fiscal year 2012-13 undeficated funding, adjusted for cost-of-living increases.

Community-funded districts continue to receive at least the amount of State funding they received in fiscal year 2012-13. Although community-funded districts do not receive LCFF funding grants, they must comply with the regulations and accountability requirements of LCFF. Community-funded districts also continue to receive the constitutionally guaranteed \$120 per-pupil minimum as well the \$200 per-pupil minimum from the EPA pursuant to Proposition 30 as additional revenue. The District is not a community-funded district.

The State funds school districts in monthly installments based on calculations made in a series of three apportionments throughout the fiscal year. Each apportionment includes funding for the LCFF and for other State programs. The amount of each apportionment is based on calculations made by each school district and reviewed by its county office of education. The Advance Principal Apportionment (“Advance Apportionment”), certified by July 20, sets forth the amount the school district will receive for the year, paid in a series of installments from August through January. The First Principal Apportionment (“P-1 Apportionment”), certified by February 20, set forth a new calculation based on the school district’s first period ADA determined as of December, for installments that will be paid to the school district from February through June. The Second Principal Apportionment (“P-2 Apportionment”), certified July 2, based on second period ADA determined as of April, recalculates the amount of the final installment for the fiscal year paid to the school district in July. At the close of the fourth quarter, a final annual recalculation (“Annual Apportionment”) provides an updated estimate of the prior year’s adjustment.

In addition, school districts receive a quarterly allocation of the tax revenue deposited in the EPA from the temporary tax increases associated with Proposition 30 and extended under Proposition 55. The funds in the EPA are allocated between K-12 school districts and community college districts by 89 percent and 11 percent, respectively, and entitlements are calculated based on the adjusted LCFF entitlement of the district. The EPA funds received by an LCFF-funded school district count towards the district’s LCFF funding entitlement; community-funded districts also receive the \$200 per-pupil EPA funding. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES” herein.

The LCFF requires each school district to demonstrate that its spending decisions are producing the desired results of increased student performance as stated in each school district’s own LCAP. Each school district must create its own annually updated LCAP with input from teachers, parents and the community, including the parents or guardians of unduplicated students. School districts must review and share the results to determine whether spending achieved the goals stated in the LCAP, for each school site and for the school district as a whole. All school districts must use the State’s LCAP template beginning fiscal year 2014-15. The LCAP must include a description of the annual goals to be achieved for each student group for each State priority, including the content standards adopted by the State Board of Education. The LCAP of each school district is overseen and approved by the county superintendent.

Charter schools must comply with LCFF and receive mostly the same funds as public schools, although calculation of targeted disadvantaged students differs somewhat to prevent abuse of the system. There are also differences in the process of LCAP adoption and assessment. In the case of a charter school that fails to perform according to its LCAP, the State is not required to provide the same support that a public school district or county office of education receives, and its charter can be revoked.

*Federal Funding.* According to the LAO, federal revenue accounted for approximately nine percent of the State's K-12 public education funding in fiscal years 2016-17 and 2017-18, and is budgeted to account for approximately nine percent of funding in fiscal year 2018-19. Most of these funds are designated for particular purposes. There are no unfunded federal education mandates; each is conditioned on a state's voluntary decision to accept federal program funds. The primary source of federal supplemental education funding is the Elementary and Secondary Education Act ("ESEA") (1965), enacted to address inequality in education. The previous authorization of ESEA, the No Child Left Behind Act ("NCLB") (2001), expanded the federal government's role and increased testing requirements to measure improvement. Most recently reauthorized under the Every Student Succeeds Act ("ESSA") (2015), responsibility for school improvement has been shifted to the states. ESSA provides funding through six programs: Title I grants, tied to student assessment, to assist economically disadvantaged children; Title II grants for professional development; Title III grants for ancillary student services; Title IV grants for research and training; Title V grants for state departments; and Title VI grants for special education. Another significant source of federal funding for school districts is the Education for All Handicapped Children Act ("EHA") (1975), enacted to support special education and related services, reauthorized by the Individuals with Disabilities Education Act ("IDEA") (1990). The largest of the law's three sections, Part B, authorizes grants to states and local school districts to offset special education costs. As of fiscal year 2017, IDEA federal funding covered 14.6 percent of the estimated excess cost of educating students with disabilities; the shortfall is assumed by states and local school districts.

*Local Property Tax Revenue.* According to the LAO, local property taxes revenue accounted for approximately 24 percent of the State's K-12 public education funding in fiscal year 2016-17 and approximately 25 percent of funding in fiscal year 2017-18, and is budgeted to account for approximately 25 percent of funding in fiscal year 2018-19. Property taxes are constitutionally limited to one percent of the property's value, except to repay voter-approved debt.

*Other Local Funds.* According to the LAO, local miscellaneous revenue accounted for approximately five percent of the State's K-12 public education funding in fiscal years 2016-17 and 2017-18, and is budgeted to account for approximately five percent of funding in fiscal year 2018-19. There are several types of revenue a school district may receive from other local sources, including developer fees, parcel taxes, property lease revenues, and private donations. A school district may levy developer fees on new residential or commercial development within the school district's boundaries to finance the construction or renovation of school facilities. A school district may, with two-thirds approval from local voters, levy special taxes on parcels to fund specific programs within the school district. A school district may lease or sell its unused sites or facilities as another source of revenue. A school district may also seek contributions, sometimes channeled through private foundations established to solicit donations from local families and businesses.

### The State Budget Process

Under the State Constitution, money may be drawn from the California Centralized Treasury System (the "State Treasury") only by an appropriation authorized by law. The primary source of annual appropriations authorizations is the budget act approved by the State Legislature and signed by the Governor (the "Budget Act"), which can provide for projected expenditures only to the amount of projected revenues and balances available from prior fiscal years.

The annual budget cycle begins when the Governor releases a proposed budget in January for the next fiscal year, which starts each July 1 and ends June 30. The Governor releases a revised budget in May based on new projections regarding State revenues and feedback from the State Legislature and other constituents. The State Constitution requires that the State Legislature pass the Budget Act by June 15 by majority approval from both Houses. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each House of the State Legislature.

Appropriations may also be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each House of the State Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each House of the State Legislature, and be signed by the Governor. The State Constitution or a State statute may also provide for continuing appropriations that are available without regard to fiscal year. Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

The 2019-20 State Budget

On June 27, 2019, the Governor signed into law the 2019-20 State Budget. Under the 2019-20 State Budget, State general fund revenues and transfers total \$143.8 billion, an increase of \$5.8 billion (4.2 percent) from revised fiscal year 2018-19 estimates. The State’s largest three sources of general fund tax revenue – personal income taxes, sales and use taxes, and corporate taxes – are projected to increase by 3.3 percent in fiscal year 2019-20 to \$142.8 billion. State general fund expenditures in fiscal year 2019-20 are budgeted to be \$147.8 billion, an increase of \$5.1 billion (3.6 percent) from revised fiscal year 2018-19 levels. The spending plan includes \$3.6 billion to pay down a portion of the State’s unfunded STRS and PERS liabilities, with an additional \$2.3 billion to pay down a portion of local education agencies’ unfunded STRS and PERS liabilities.

The 2019-20 State Budget allocates the majority of the projected \$21.5 billion in discretionary resources to one-time spending and reserves, with \$9.1 billion to reduce debts and liabilities (excluding an additional \$2.2 billion in constitutionally mandated debt payments), \$6.5 billion to one-time programmatic spending, \$2.1 billion to optional reserves and \$4 billion to new ongoing programmatic spending. The State budgets ending fiscal year 2019-20 with total available general fund reserves of \$19.2 billion, including \$1.4 billion in the Special Fund for Economic Uncertainties (SFEU) reserve, \$16.5 billion in the Budget Stabilization Account, \$900 million in the Safety Net Reserve and \$377 million in the Public School System Stabilization Account (PSSSA) established under Proposition 2 (2014), the first time a deposit to the PSSSA would occur.

The following table from the LAO identifies historical and budgeted State general fund revenues and expenditures under the 2019-20 State Budget.

**State General Fund  
2019-20 State Budget**

	2018-19 <u>Revised</u> (Millions)	2019-20 <u>Enacted</u> (Millions)
Prior-year Fund Balance	\$11,419	\$6,772
Revenues and Transfers	138,047	143,804
Expenditures	<u>142,693</u>	<u>147,781</u>
Ending Fund Balance	\$6,772	\$2,796
Encumbrances	1,385	1,385
Special Fund for Economic Uncertainties	5,387	1,411
Reserves		
Special Fund for Economic Uncertainties	\$5,387	\$1,411
Budget Stabilization Account	14,358	16,516
Safety Net Reserve	900	900
Public School System Stabilization Account	=	<u>377</u>
Total Reserves	\$20,645	\$19,204

Source: The State Legislative Analyst’s Office.

*Education Funding.* The 2019-20 State Budget includes total K-12 education funding of \$103.4 billion (\$58.8 billion from the State general fund and \$44.6 billion from other State funds). The 2019-20 State Budget funds the Proposition 98 minimum guarantee at \$81.1 billion, an increase of \$2.9 billion (3.7 percent) from revised fiscal year 2018-19 levels. The minimum guarantee for fiscal year 2018-19 is determined under Proposition 98’s Test 1 (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES” herein). Of the \$81.1 billion Proposition 98 spending budgeted for fiscal year 2019-20, \$55.9 billion is from the State general fund and \$25.2 billion is from local property tax revenue. Proposition 98 K-12 per-pupil expenditures are budgeted to be \$11,993 in fiscal year 2019-20, an increase of \$444 (3.8 percent) per pupil from revised fiscal year 2018-19 levels.

The 2019-20 State Budget includes a constitutionally required deposit into the PSSSA of \$377 million. The deposit does not initiate a cap on school district reserves because the balance in the PSSSA is not equal to or greater than 3 percent of the total K-12 share of the Proposition 98 guarantee. The 2019-20 State Budget also includes changes to the Proposition 98 certification process which, as a result, protect local education agencies from unanticipated revenue drops in past fiscal years.

The 2019-20 State Budget includes a \$3.15 billion non-Proposition 98 general fund payment on behalf of local education agencies to STRS and PERS. Of this amount, \$2.3 billion will be used to reduce local education agencies' long-term unfunded liability, while approximately \$850 million will be used to cover a portion of local education agencies' STRS and PERS payments in fiscal years 2019-20 and 2020-21. As a result, STRS contribution rates drop from 18.13 percent to 17.1 percent in fiscal year 2019-20 and from 19.1 percent to 18.4 percent in fiscal year 2020-21, while PERS contribution rates drop from 20.7 percent to 19.7 percent in fiscal year 2019-20 and from 23.6 percent to 22.9 percent in fiscal year 2020-21.

Additional significant adjustments regarding K-12 education funding contained in the 2019-20 State Budget include:

*LCFF:* \$1.9 billion in new funding for LCFF, reflecting a 3.26 percent COLA.

*Proposition 98 Settle-Up:* \$686.6 million to pay the balance of past year Proposition 98 funding owed through fiscal year 2017-18.

*Special Education:* \$645.3 million in ongoing Proposition 98 funding for special education, an increase of 19.3 percent from the prior year, including \$152.6 million to provide special education local plan areas (SELPAs) with at least the statewide target rate for base special education funding and \$492.7 million for special education allocated based on the number of children ages three to five with exceptional needs that the school district is serving.

*Full-Day Kindergarten:* \$300 million in one-time non-Proposition 98 funding to construct new and retrofit existing facilities to support full-day kindergarten programs.

*After-School Programs:* \$50 million in ongoing Proposition 98 funding to provide an increase of approximately 8.3 percent to the per-pupil daily rate for After School Education and Safety Program (ASES) resulting primarily from the recent increase in the minimum wage.

*Retaining and Supporting Educators:* \$89.8 million in one-time non-Proposition 98 funding to recruit teachers in hard-to-hire subject areas as well as at school sites that currently have the highest rates of non-credentialed or waiver teachers. Additionally, the 2019-20 State Budget includes \$43.8 million in one-time Proposition 98 funding to provide training and resources for classroom educators, including teachers and paraprofessionals. The 2019-20 State Budget also includes \$13.8 million ongoing federal funds to establish the 21<sup>st</sup> Century California Leadership Academy to provide learning opportunities to K-12 administrators to improve their ability to successfully support California's diverse student population.

*Classified School Employees Summer Assistance Program:* An increase of \$36 million in one-time Proposition 98 funding to provide an additional year of funding for the Classified School Employees Summer Assistance Program (which provides a State match for classified employee savings used to provide income during summer months).

*Proposition 51 School Facilities Bond Funds:* \$1.5 billion in Proposition 51 bond funds, an increase of \$906 million from the prior year, to support school construction projects.

The following table from the LAO identifies historical and budgeted Proposition 98 funding under the 2019-20 State Budget.

**Proposition 98 Funding  
2019-20 State Budget**

	2017-18 <u>Final</u> (Millions)	2018-19 <u>Revised</u> (Millions)	2019-20 <u>Enacted</u> (Millions)
<b>Funding By Segment</b>			
K-12 Education <sup>1</sup>	\$66,839	\$68,973	\$71,243
Community Colleges	8,737	9,173	9,437
Proposition 98 Reserve Deposit <sup>2</sup>	==	==	<u>377</u>
<b>Total</b>	<b>\$75,576</b>	<b>\$78,146</b>	<b>\$81,056</b>
<b>Funding By Source</b>			
General Fund	\$52,951	\$54,445	\$55,891
Local Property Tax Revenue	<u>22,625</u>	<u>23,701</u>	<u>25,166</u>
<b>Total</b>	<b>\$75,576</b>	<b>\$78,146</b>	<b>\$81,056</b>

<sup>1</sup>Includes funding for instruction provided directly by State agencies and the portion of State preschool funded through Proposition 98.

<sup>2</sup>Consists entirely of general fund.

Figures may not total due to rounding.

Source: The State Legislative Analyst's Office.

Future Budgets

The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools as budgeted. State budget shortfalls in future fiscal years could have an adverse financial impact on the District.

For more information on the State budget, please refer to the State Department of Finance's website at [www.dof.ca.gov](http://www.dof.ca.gov) and to the LAO's website at [www.lao.ca.gov](http://www.lao.ca.gov). The District takes no responsibility for the continued accuracy of these Internet addresses or for the accuracy, completeness or timeliness of the information presented therein, and such information is not incorporated herein by such reference.

LEGAL MATTERS

Litigation

There is no action, suit or proceeding known by the District to be pending or threatened restraining or enjoining the sale or delivery of the Bonds, or in any way contesting or affecting the validity thereof or any proceeding of the District taken with respect to the issuance or sale of the Bonds, or the pledge or application of moneys or security provided for the payment of the Bonds, or the authority of the County to levy property taxes to pay principal of and interest on the Bonds when due.

The District may be or may become a party to lawsuits and claims which are unrelated to the Bonds or actions taken with respect to the Bonds and which have arisen in the normal course of operating the District. The District maintains certain insurance policies which provide coverage under certain circumstances and with respect to certain types of incidents. In the



opinion of the District, there currently are no claims or actions pending which could have a material adverse effect on the financial position or operations of the District. The District cannot predict what types of claims may arise in the future.

#### Legal Opinion

The proceedings in connection with the authorization, sale, execution and delivery of the Bonds are subject to the approval as to their legality of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel. A copy of the proposed form of opinion of Bond Counsel for the Bonds is set forth in “APPENDIX C—PROPOSED FORM OF OPINION OF BOND COUNSEL.”

Bond Counsel’s employment is limited to a review of the legal proceedings required for authorization of the Bonds and to rendering the aforementioned opinion. Bond Counsel has not been engaged by the District to undertake, and has not undertaken, any responsibility for the accuracy, completeness, or fairness of this Official Statement, and the opinion of Bond Counsel will not extend to any documents, agreements, representations, offering circulars, official statements or other material of any kind concerning the Bonds that are not referred to in the aforementioned opinion. The fees of Bond Counsel are contingent upon the issuance and delivery of the Bonds.

#### Limitations on Remedies: Amounts Held in the County Pool

The opinion of Bond Counsel with respect to the enforceability of the rights of the Registered Owners and Beneficial Owners is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights. Bankruptcy proceedings, if initiated, could subject the Registered Owners and Beneficial Owners to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

A number of appeals are currently pending before the United States Court of Appeals for the First Circuit involving issues relating to the treatment and scope of special revenues in the insolvency proceedings of Puerto Rico. The decisions in these appeals may or may not affect the treatment or scope of special revenues in bankruptcy cases. It is not possible to predict the outcomes or the effects of the outcomes in these appeals, and the District cannot predict if or how the ruling in the pending appeals may affect the treatment or scope of special revenues in bankruptcy cases.

The County on behalf of the District is expected to be in possession of the annual *ad valorem* property taxes and certain funds to repay the Bonds and may invest these funds in the County Pool, as described under the caption “ORANGE COUNTY EDUCATIONAL INVESTMENT POOL” herein and in “APPENDIX D—ORANGE COUNTY TREASURER INVESTMENT POLICY STATEMENT” attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the Registered Owners and Beneficial Owners are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, which may include taxes that have been collected and deposited into the Debt Service Fund, where such amounts are deposited into the County Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Registered Owners and Beneficial Owners can “trace” those funds. There can be no assurance that the Registered Owners and Beneficial Owners could successfully so “trace” such taxes on deposit in the Debt Service Fund where such amounts are invested in the County Pool. The Resolution and the Government Code require the County to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates) for the payment of the principal of and interest on the Bonds.

#### Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State personal income tax.

The excess of the stated redemption price at maturity of a Bond over the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Beneficial Owner will increase the Beneficial Owner's basis in the applicable Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of the Bond is excluded from gross income of such owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of the Bonds is exempt from State personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining gain or loss on sale or exchange of the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Beneficial Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Beneficial Owner realizing a taxable gain when a Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Beneficial Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

**SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.**

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) on any Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may

otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Bonds is set forth in “APPENDIX C” attached hereto.

#### Legality for Investment in California

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in the State to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors, and under provisions of the Government Code, are eligible to secure deposits of public moneys in the State.

#### RATINGS

Fitch Ratings, Inc. (“Fitch”) has assigned a municipal bond rating of “\_\_” to the Bonds, and Moody’s has assigned a municipal bond rating of “\_\_” to the Bonds. Such ratings reflect only the views of Fitch and Moody’s, and an explanation of the significance of each rating may be obtained from Fitch and Moody’s, respectively. Fitch and Moody’s may have obtained and considered information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them. The ratings are not a recommendation to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any given period of time or that any such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of the rating agency, circumstances so warrant. The District has not undertaken any responsibility to assure the maintenance of the ratings or to oppose any such revision or withdrawal. Any such downward revision or withdrawal of any such rating may have an adverse effect on the market price of the Bonds.

#### MUNICIPAL ADVISOR

Government Financial Strategies inc. has been employed by the District to perform municipal advisory services in relation to the sale and delivery of the Bonds. Government Financial Strategies inc., in its capacity as Municipal Advisor, has prepared this Official Statement. Government Financial Strategies inc. has not, however, independently verified nor confirmed all of the information contained within this Official Statement. Government Financial Strategies inc. will not participate in the underwriting of the Bonds. Fees charged by Government Financial Strategies inc. are not contingent upon the sale of the Bonds.

#### INDEPENDENT AUDITOR

The financial statements of the District as of and for the year ending June 30, 2018, have been audited by Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California. The audited financial statements of the District as of and for the year ended June 30, 2018, are set forth in “APPENDIX A—ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018” attached hereto. [The District has provided a copy of the preliminary Official Statement to the Auditor, who is expected to issue a formal consent letter for the inclusion of the audited financial statements as an appendix to this Official Statement.] The Auditor has not been engaged to perform and has not performed, since the date of its report attached hereto, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement.

#### UNDERWRITING AND INITIAL OFFERING PRICE

The Bonds were sold at a competitive sale and will be purchased by \_\_\_\_\_ (the “Underwriter”) pursuant to a bond purchase agreement (the “Purchase Agreement”) by and between the District and the Underwriter at a price of \$\_\_\_\_\_

(equal to the principal amount of the Bonds of \$\_\_\_\_\_, plus a net original issue premium of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_). The Underwriter's obligation to purchase the Bonds is subject to certain terms and conditions set forth in the Purchase Agreement.

The Underwriter intends to offer the Bonds to the public at the initial offering prices and yields stated on the inside cover page hereof. The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than said public offering prices. The offering prices may be changed from time to time by the Underwriter.

#### CONTINUING DISCLOSURE

The District will covenant for the benefit of the holders and Beneficial Owners of the Bonds to annually provide certain financial information and operating data relating to the District (the "Annual Report") by not later than nine months after the end of the fiscal year (currently March 31), commencing with the report for fiscal year 2018-19 (which is due no later than March 31, 2020), and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of certain enumerated events will be filed by the District with the MSRB through EMMA. The specific nature of the information to be contained in the Annual Report and the notices is specified in "APPENDIX B—FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. These covenants are being made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

As of the date of this Official Statement, the District has made all required filings in the past five years for currently outstanding issues in connection with prior undertakings under the Rule.

#### ADDITIONAL INFORMATION

Additional information concerning the District, the Bonds or other matters concerning the sale and delivery of the Bonds may be obtained by contacting Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, telephone (714) 999-3511, Attention: Assistant Superintendent, Business, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

All of the preceding summaries of the Bonds, the Resolution and other documents are made subject to the provisions of such documents respectively, and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith. Further, this Official Statement does not constitute a contract with the purchasers of the Bonds, and any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the District has been duly authorized by the District Board.

Anaheim Union High School District

By:

\_\_\_\_\_  
Michael B. Matsuda  
Superintendent

APPENDIX A

ANNUAL FINANCIAL REPORT OF THE DISTRICT FOR THE YEAR ENDED JUNE 30, 2018

[TO COME]

APPENDIX B

FORM OF CONTINUING DISCLOSURE CERTIFICATE

[TO COME]



APPENDIX C  
PROPOSED FORM OF OPINION OF BOND COUNSEL

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FORM OF OPINION OF BOND COUNSEL FOR THE BONDS

*On the date of issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to issue its approving opinion relating to the Bonds in substantially the following form:*

[Closing Date]

Honorable Members of the Board of Trustees  
Anaheim Union High School District  
Anaheim, California

Re: \$ \_\_\_\_\_ Anaheim Union High School District (Orange County, California) General  
Obligation Bonds, Election of 2014, Series 2019

Dear Honorable Members of the Board of Trustees:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the Anaheim Union High School District (the "District") taken in connection with the authorization and issuance of the District's General Obligation Bonds, Election of 2014, Series 2019, in the aggregate principal amount of \$ \_\_\_\_\_ (the "Bonds"), and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the County of Orange (the "County"), the District, the initial purchaser of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued by the District pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, a vote of the qualified electors of the District voting at an election held on November 4, 2014 and pursuant to a resolution adopted by the Board of Trustees of the District on October 10, 2019 (the "Bond Resolution").

The Bonds mature on the dates and in the amounts authorized in the Bond Resolution. The Bonds are dated their date of delivery and bear interest payable semiannually on each February 1 and August 1, commencing August 1, 2020, at the rates per annum authorized in the Bond Resolution. The Bonds are registered bonds as set forth in the Bond Resolution.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized and constitute legal, valid and binding obligations of the District enforceable in accordance with the terms of the Bond Resolution. The Bonds are obligations of the District but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the County, the State of California, or any such political subdivisions is pledged for the payment thereof.

(2) The Bond Resolution has been duly adopted by the Board of Trustees of the District and constitutes the legal, valid and binding obligation of the District. The Bond Resolution is enforceable in accordance with its terms, provided, however, we express no opinion as to the enforceability of provisions of the Bond Resolution as to indemnification, penalty, contribution, choice of law, choice of forum or waiver contained therein.

(3) The Bonds are secured by the proceeds of *ad valorem* taxes levied upon taxable property in the District which the Board of Supervisors of the County has the power to levy and is obligated by statute to levy without limit as to rate or amount (except as to certain personal property which is taxable at limited rates) for payment of the Bonds and the interest thereon.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond (to the extent the redemption price at maturity is more than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond owner will increase the Bond owner's basis in the applicable Bond. Original issue discount that accrues for the Bond owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(7) The amount by which a Bond owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable bond premium reduces the bond owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Bond owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

We call attention to the fact that the rights and obligations under the Bonds and the Bond Resolution may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by limitations on legal remedies against public agencies in the State of California.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Code, that must be

satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Bond Resolution and the Tax Certificate executed by the District with respect to the Bonds may be changed and certain actions may be taken or omitted, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax exempt obligations. We express no opinion as to the effect on exclusion from gross income for federal income tax purposes of the interest (and original issue discount) on any Bond if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement as bond counsel to the District terminates upon the issuance of the Bonds.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We have not been engaged to review and express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Bonds or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to matters contained in the Official Statement and any supplements thereto.

Respectfully submitted,

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APPENDIX D

ORANGE COUNTY TREASURER INVESTMENT POLICY STATEMENT

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# Orange County Treasurer



## 2019 Investment Policy Statement

(Approved By B.O.S. 12/18/2018)

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**ORANGE COUNTY TREASURER  
INVESTMENT POLICY STATEMENT**

**PURPOSE**

This policy is intended to provide the structure for the prudent investment of the cash balances entrusted to the Orange County Treasurer (the “Treasurer”) and outline the policies to assist in maximizing the efficiency of the Treasurer’s cash management system while meeting the daily cash flow demands of the County, the School Districts, Community Colleges, voluntary participants and other County-related agency funds. The Treasurer’s Investment Policy Statement is approved annually by the County Board of Supervisors as required by California Government Code Section 53646 (a) (1) and reviewed annually by the Treasury Oversight Committee, pursuant to the requirements of California Government Code Section 27133. (All references are to the California Government Code unless otherwise stated.)

**I. POLICY STATEMENT**

The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner that will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The Orange County Investment Fund (the “OCIF”), which includes all cash balances entrusted to the Treasurer as noted above, is designed to meet both the investment and cash requirements of our participants. If separate funds are established, the Treasurer shall determine on a cash flow basis what percent of available cash will be invested in each fund.

**II. SCOPE**

The scope of this Investment Policy Statement applies to all financial assets as indicated in II.1 below.

**1. FUNDS**

The Treasurer is responsible for investing the unexpended cash of the OCIF, defined as all monies under the investment authority of the Treasurer, including funds, and subsets of funds for the Orange County Department of Education; and excluding the County employee’s pension and medical trust funds which are invested separately by Orange County Employees Retirement System (OCERS), and those funds that are invested separately by the County Treasurer under bond indenture agreements. The County Funds are accounted for in the County’s CAFR and include:

- Governmental Funds, including the General Fund
- Enterprise Funds
- Fiduciary Funds
- Any other funds or new funds created by the County, unless specifically exempted

a) **Pooled Funds:**

It is the Treasurer's policy to pool certain funds for investment purposes to provide efficiencies and economies of scale. Investing through pooled funds will provide for greater use of funds by allowing for more efficient cash flows, a reduction in transaction costs, and improved access to the market. In addition to allowing for one pool for all participants, OCIF may also be split into different pools to meet the specific needs of participants such as short-term pools and longer-term pools. Each pool established will be reviewed separately for purposes of determining compliance with the Investment Policy Statement. These pools are based on the investment requirements detailed in Government Code Sections 53600 et seq. and 53630 et seq.

- i. If a longer-term pool such as an extended fund is established by the Treasurer, it will be utilized for investment requirements generally longer than one year. It will be invested primarily in high grade securities.
- ii. If a short-term pool is established, it can be established as a single pool or as separate pools depending on the needs of the pool participants. These pools will be utilized for shorter-term investment requirements and providing liquidity for immediate cash needs. They will be invested primarily in cash-equivalent securities to fulfill the primary goals of safety and liquidity.

b) **Specific Investment Accounts:**

From time to time, the Treasurer may be asked by the County or a participant's governing board to invest other specific investments or to manage bond proceeds issued by the County, a local school district, voluntary participant, or other local agency. This may include deposits that are set aside for future needs of a long-term nature and may be appropriately invested in longer-term securities, either in a pool or in specific investments as allowed by Government Code. The County or the participating agencies will be required to sign a written agreement acknowledging that there may be risk to principal should they desire to redeem funds early, thereby forcing an early sale of securities rather than holding investments to maturity.

In addition, no investment will be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the appropriate legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment. Strategies for such deposits may include matching maturities with long-term liabilities.

### **III. PRUDENCE**

Government Code Sections 27000.3 and Section 53600.3 provide that the "prudent investor" standard is to be used by the Treasurer as a fiduciary of public funds. This standard provides that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and

the other depositors. Within the limitation of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

The Treasurer and those delegated staff shall act in accordance with written procedures and the Investment Policy Statement, exercise due diligence, report in a timely fashion and implement appropriate controls to mitigate adverse developments.

#### **IV. DELEGATION OF AUTHORITY**

Annually, the County Board of Supervisors delegates to the Treasurer the authority to invest and reinvest the funds of the County and other depositors as specified in Government Code Sections 27000.1, 53607 and 53608. Such delegation is conditioned upon the Treasurer submitting any and all investment policies and amendments thereto to the Board for review and approval. The Treasurer may further delegate investment authority to such persons within the Treasurer's Department as deemed appropriate.

#### **V. OBJECTIVES**

Criteria for selecting investments and the absolute order of priority are:

##### **1. SAFETY**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

The Treasurer shall seek to preserve principal and minimize capital losses by mitigating credit risk and market risk as follows:

- a) **Credit Risk:** Defined as an issuer's ability and willingness to repay interest and principal. Credit risk shall be mitigated by diversifying the fund among issues and issuers so that the failure of any one issue or issuer would not result in a significant loss of income or principal to participants.
- b) **Market Risk:** Defined as the risk of market value fluctuations due to changes in the general level of interest rates. Because longer-term securities generally have greater market risk than shorter-term securities, market risk will be mitigated by establishing a maximum weighted average maturity or duration for the portfolio. Occasional market losses on individual securities are inevitable with active portfolio management and must be considered within the context of the overall investment return.

##### **2. LIQUIDITY**

Liquidity refers to the recurring maturity of a portion of the investment portfolio, as well as the ability to sell an investment at any given moment with a minimal chance of principal loss. A portion of OCIF, which may be in a separate pool, will maintain liquidity for the purpose of meeting all operating requirements and reasonably anticipated cash flow needs.

##### **3. YIELD**

Yield refers to the objective of attaining a market rate of return commensurate with the risk profile and cash flow characteristics of the portfolio throughout budgetary and economic

cycles. Although the Treasurer may employ certain indices to gauge the funds' rate of return, such indices shall be used solely for comparative purposes and do not constitute a warranty or guarantee of actual fund performance.

#### **4. MARK-TO-MARKET**

Investment pools, as described in Section II, 1 (a) of this Investment Policy Statement, are marked to market. To the extent reasonably possible and consistent with the Treasurer's trust and fiduciary duty, any funds in a short-term pool will attempt to stabilize at a \$1.00 net asset value (NAV). If the ratio of the market value of the short-term pool divided by the book value of the short-term pool is less than \$.9975, holdings may be sold as necessary to maintain the NAV above \$.9975.

The Treasurer will also act on a "best efforts" basis to keep any short-term pools above \$.9975 and will provide the NAV of all pools in the monthly report. However, the \$1.00 NAV is not guaranteed or insured by the Treasurer for any pool, including any longer-term pool, nor are the pools registered with the Securities Exchange Commission (SEC).

### **VI. AUTHORIZED INVESTMENTS**

The County is authorized by Government Code Section 53600 et seq. to invest in specific types of securities. Investments not specifically listed below are prohibited. Consistent with the requirements of law and this Investment Policy Statement, the Treasurer may place orders for the execution of transactions with or through such broker/dealers, banks or counterparties as may be selected from time to time at his/her discretion. All securities must be U.S. dollar denominated. To the extent consistent with the objectives stated above, the investment restrictions outlined below, and the investment limitations specified in Sections VII and VIII, the pools may invest in the following areas.

#### **1. U. S. TREASURY SECURITIES**

United States Treasury bills, notes, bonds, or certificates of indebtedness, for which the full faith and credit of the United States are pledged for the payment of principal and interest. There is no limit on the percentage of any individual pool's total assets that can be invested in this category.

#### **2. U. S. GOVERNMENT AGENCY SECURITIES**

Obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise (GSE). There is no limit on the percentage of any individual pool's total assets that can be invested in this category including no issuer limit.

#### **3. COMMERCIAL PAPER**

Eligible commercial paper shall not exceed 270 days maturity, and shall not exceed 40% of any individual pool's total assets. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

- a) Has total assets in excess of five hundred million dollars (\$500,000,000), is organized and operating within the United States as a general corporation and has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.

- b) Is organized in the United States as a special purpose corporation, trust, or limited liability company, has program-wide credit enhancements including, but not limited to overcollateralization, letters of credit or a surety bond.

No more than 5% of any individual pool's total assets may be invested in any one issuer's commercial paper.

#### **4. NEGOTIABLE CERTIFICATES OF DEPOSIT**

Negotiable certificates of deposit issued by a nationally or state-chartered bank, savings association, or a federal association (as defined by Section 5102 of the California Financial Code), or by a federally licensed or state-licensed branch of a foreign bank. No more than 20% of any individual pool's total assets may be invested in negotiable certificates of deposit and maximum remaining maturity cannot exceed eighteen months.

#### **5. REPURCHASE AGREEMENTS**

Investments in repurchase agreements for the purpose of this Investment Policy Statement means a purchase of securities by the Treasurer pursuant to an agreement by which the seller will repurchase the securities on or before a specified date and for a specified amount and will deliver the underlying securities to the Treasurer by book entry, physical delivery, or by third party custodial agreement. The term of a repurchase agreement shall not exceed one year. The term "securities," for the purpose of repurchase agreements, means securities of the same issuer, description, issue date, and maturity.

To participate in repurchase agreements, a master repurchase agreement must be completed and signed by all parties involved. The Treasurer will maintain a signed copy of the agreement. Repurchase agreements are required to be collateralized by securities or cash.

##### **a) Collateralization:**

In order to anticipate market changes and provide a level of security for all repurchase agreement transactions, the market value of securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less frequently than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day.

Collateral will be limited to cash, and U.S. Treasury and U.S. Government Agency securities. For compliance purposes, U.S. Treasury and/or U.S. Government Agency collateral are exempt from the issuer limits as stated in Section VIII.2. Collateral will be held by an independent third party with whom the Treasurer has a current custodial agreement. A clearly marked evidence of ownership (safekeeping/custody receipt) must be supplied to the Treasurer and retained. No collateral substitutions may be made without prior approval of the Treasurer.

Investments in repurchase agreements are limited to no more than 20% of any individual pool's total assets. Agreements are subject to Government Code Section 53601 and must comply with the delivery requirements and the maturity provision from Section 53601.

## **6. BANKERS' ACCEPTANCES**

Bankers' acceptances, also known as time drafts or bills of exchange, that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days maturity. Bankers' acceptances are limited to no more than 40% of any individual pool's total assets.

## **7. MONEY MARKET MUTUAL FUNDS**

Shares of beneficial interest issued by diversified management companies that are money market mutual funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.), which only invest in direct obligations in U.S. Treasury bills, notes, and bonds, U.S. Government Agencies, Municipal Debt, and repurchase agreements with a weighted average maturity of 60 days or less. Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV) are prohibited. Money market mutual funds are not required to conform to the restrictions detailed in this Investment Policy Statement, but are limited to no more than 20% of any individual pool's total assets. The Treasurer shall be required to investigate money market mutual funds prior to investing and perform a periodic review, but at least annually thereafter while the funds are invested in the money market mutual fund. At a minimum, approved money market mutual funds shall have met either of the following criteria:

- a) Attained the highest ranking or the highest letter and numerical rating provided by no less than two NRSROs.
- b) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500,000,000.

## **8. STATE POOL – LOCAL AGENCY INVESTMENT FUND**

The Treasurer may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer under Government Code Section 16429.1. LAIF has no final stated maturity and will be reported as a one-day maturity. Investments in LAIF shall not exceed the current State limit (currently at \$65 million per pool).

## **9. MUNICIPAL DEBT**

Such instruments are defined as being issued by a local or state agency, including:

- a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.
- b) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of a state.
- c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.



## 10. MEDIUM-TERM NOTES

Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of not more than 397 days for any short-term pools and two years for any other pools such as a longer-term pool. Medium-term notes must be issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Investments in medium-term notes are limited to no more than 20% of any individual pool's total assets.

## 11. INVESTMENT POOLS

Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations as authorized under 53601 (a) to (o), inclusive, and that comply with the investment restrictions of Government Code Sections 53600 through 53610 and Section 53630. The Treasurer shall be required to investigate all local government investment pools prior to investing and perform a quarterly review thereafter while the funds are invested in the pool. The analysis shall include, but is not limited to, the following characteristics of a pool/fund as part of its investigation and quarterly review:

- Eligible securities
- Maximum maturity
- REPO collateral/counter-party
- Size of the pool/fund
- Limits on withdrawal/deposit
- Expense ratio

Investments in this investment type are limited to no more than 20% of any individual pool's total assets. No more than 10% of any individual pool's total assets shall be invested in a single investment pool.

## 12. SUPRANATIONAL SECURITIES

Supranational securities are defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity five years or less, and eligible for purchase and sale within the United States. Investments in supranationals shall not exceed 30 percent of any individual pool's total assets.

## VII. INVESTMENT CREDIT RATING RESTRICTIONS

Credit ratings will be applied at the time of purchase of a security and monitored for changes while owned. A downgrade subsequent to purchase in a security's credit rating will not constitute a violation of the Investment Policy Statement. Securities that are downgraded below the minimum acceptable rating levels must be reviewed for possible sale by the Treasurer within a reasonable amount of time.

Municipal debt issued by the County of Orange, California (as defined in Section VI 9), U.S. Government obligations (as defined in Section VI 1 and VI 2) and State Pool (as defined in Section VI 8), are exempt from the credit rating requirements listed below. Money Market

Mutual funds (as defined in Section VI 7) and Investment Pools (as defined in Section VI 11) require the highest ranking or the highest letter and numerical rating provided by at least one NRSRO. In addition, all Supranational Securities shall be rated "AA" or higher from all NRSROs that rate the issuer.

The credit ratings referred to in this policy must be assigned by one of the following Nationally Recognized Statistical Rating Organizations (NRSRO): Standard & Poor's Corporation (S&P), Moody's Investors Service, Inc. (Moody's) and Fitch Ratings (Fitch). In addition, all investments, except those noted above, 1) must have the minimum ratings required below by at least two NRSROs, and 2) the lowest rating of any NRSRO must meet or exceed the minimum rating required below:

a) Short-term debt ratings:

"A-1" or "SP-1"	S&P
"P-1" or "MIG 1/VMIG 1"	Moody's
"F1"	Fitch

Split ratings below the minimum rating required are not allowed, i.e. A-1/P-1/F2 or similar. An issuer of short-term debt with remaining maturities of 397 days or less must have no less than an "AA" rating on long-term debt, from each of the NRSROs that rate the issuer.

Long-term debt ratings:

Investments purchased with remaining maturities longer than 397 days, shall have obtained no less than an "AA" rating by all NRSROs that rate the issuer. If an issuer of long-term debt has a short-term rating, then it may not be less than A-1/SP-1 or P-1/MIG1 or F1 and ratings by all NRSROs that rate the issuer must meet these minimum ratings.

- b) Repurchase Agreement counterparties shall have a minimum short-term rating, or counterparty rating, of no less than A-1 or equivalent and have capital of not less than \$500 million.
- c) Any issuer that has been placed on "Credit Watch-Negative" by a NRSRO will be placed on hold and current holdings reviewed for possible sale within a reasonable period of time unless the following criteria are met and are also approved in writing by the Treasurer prior to purchase:  
The issuer has:  
(a) an A-1+ or F1+ short-term rating; and  
(b) at least an AA or Aa2 or higher long-term rating from each of the NRSROs that rate the issuer.
- d) If any issuer is placed on "Credit Watch-Negative" by any NRSRO, all related entities, including parent and subsidiaries, will also be placed on hold and subject to the above requirements.

**VIII. DIVERSIFICATION AND MATURITY RESTRICTIONS**

It is the policy of the Treasurer to diversify the pooled funds. Investments are diversified to minimize the risk of loss resulting in overconcentration of assets in a specific maturity, specific issuer, or a specific class of securities. Diversification strategies shall be established by the Treasurer and periodically reviewed.

**1. AUTHORIZED INVESTMENTS AND ISSUER CONCENTRATION**

Only debt issued by firms listed on the Office of the Treasurer’s Approved Issuer List may be purchased. The following diversification limits will also be applied at the time of purchase of a security.

Type of Investment	Cal Gov Code % of Funds Permitted	Orange County IPS	Cal Gov Code Maximum Final Maturity	Orange County IPS Maximum Final Maturity (All Pooled Funds Except Short-Term Funds)	Orange County IPS Maximum Final Maturity (Short-Term Fund)
U.S. Treasury Securities	100%	100%	5 Years	5 Years	397 Days
U.S. Government Agency Securities (GSEs)	100%	100%	5 Years	5 Years	397 Days
Municipal Debt	100%	20% Total, no more than 5% in one issuer except 10%- County of Orange	5 Years	3 Years	397 Days
Medium-Term Notes	30%	20% Total, no more than 5% in one issuer	5 Years	2 Years	397 Days
Bankers Acceptances	40%, 30% of a single issuer	40% Total, no more than 5% in one issuer	180 Days	180 Days	180 Days
Commercial Paper	40%, 10% of a single issuer	40% Total, no more than 5% in one issuer	270 Days	270 Days	270 Days
Negotiable Certificates of Deposits	30%	20% Total, no more than 5% in one issuer	5 Years	18 months	397 Days
State of California Local Agency Investment Fund	\$65 million per account	State limit (currently \$65 million per pool)	N/A	N/A	N/A
Repurchase Agreements	100%	20% Total, no more than 10% in one issuer	1 Year	180 Days	1 Year
Money Market Mutual Funds ( MMMF )	20%	20% Total, no more than 10% in one MMMF account	N/A	N/A	N/A
JPA Investment Pools (JPA)	100%	20% Total, no more than 10% in one JPA Pool	N/A	N/A	N/A
Supranationals	30%	30% Total, no more than 5% in one issuer	5 Years	5 Years	397 Days

**2. MATURITY**

- a) The weighted average maturity (WAM) of any short-term pool, on a dollar-weighted basis, shall not exceed 60 days.
- b) The maximum maturity of any investment purchased will be five years with the exception of investments and investment pools authorized by the Board of

Supervisors or the appropriate legislative body to be invested in longer than five year maturities.

The following restrictions will apply:

Short-term	13 months (397)
Long-term	5 years

- c) For purposes of calculating a final maturity date, the earlier of either the final maturity date, pre-refunded date, or mandatory put to tender option date that will be used.
- d) For purposes of calculating the weighted average maturity of the portfolio, the maturity of a variable-rate security will be considered its next interest rate reset date, if there is a reasonable expectation that the security will maintain an approximate value of par upon each adjustment of the security's interest rate at any time until final maturity.

### 3. DURATION

- a) All pools, except short-term pools, shall have a maximum duration of 1.50 years.

## **IX. PROHIBITED TRANSACTIONS**

At the time of purchase, all permitted investments shall conform in all respects with this Investment Policy Statement and with applicable provisions of the Government Code, as may be amended from time to time. No investment prohibited by Government Code shall be permitted herein.

Any investment transactions, credit risk criterion, percentage limitations, or market valuations that are not in compliance with this Investment Policy Statement and cannot be corrected without penalty **at time of purchase** must be documented and approved by the Treasurer in writing as soon as possible. Thereafter, action shall be taken by the Treasurer to correct such matter as soon as practical. If a percentage restriction is adhered to at the time of purchase, a later increase or decrease in percentage resulting from a change in values or assets will not constitute a violation of that restriction.

1. The following transactions are prohibited:

- a) Borrowing for investment purposes ("Leverage").
- b) Reverse Repurchase Agreements, as defined by Government Code Section 53601(j) (3) and (j) (4) or otherwise.
- c) Structured Notes (e.g. inverse floaters, leveraged floaters, structured certificates of deposit, equity-linked securities, event-linked securities). This includes all floating-rate, adjustable-rate or variable-rate securities in which a change in interest rates or other variables that can reasonably be foreseen to occur during their term would result in their market value not returning to par at the time of each interest rate adjustment.

Simple "floating rate notes," whose periodic coupon adjustment is based on a short-term (one-year or less) rate index (such as Treasury bills, federal funds, prime rate,

SOFRA or LIBOR) and which have a reasonable expectation of maintaining a value of par at each interest rate adjustment through final maturity, are exempt from this definition. Additionally, U.S. Treasury and Agency zero coupon bonds or callable securities which otherwise meet the quality, maturity, and percent limitations assigned to their respective security category, are exempt from this section.

- d) Structured Investment Vehicles (SIV).
- e) Derivatives (e.g., options, futures, swaps, swap options, spreads, straddles, caps, floors, collars).
- f) Money Market Mutual Funds that do not maintain a constant Net Asset Value (NAV).

## **X. ETHICS AND CONFLICT OF INTEREST**

The Treasurer and all persons involved in the investment process shall refrain from personal business activity, which could create a conflict with proper execution of the investment program, or which could impair the ability to execute impartial investment decisions. The Treasurer and all treasury and investment personnel shall disclose to the Treasury Oversight Committee any material financial interests in financial institutions, broker dealers, and vendors ("outside entities") that conduct business with the County of Orange and shall disclose any material financial investment positions in such outside entities.

### **1. STATEMENT OF ECONOMIC INTEREST FORM 700**

The Treasurer, Auditor-Controller, members of the Treasury Oversight Committee, and all designated employees must annually file a Form 700 (Statement of Economic Interests) in accordance with the County's Conflict-of-Interest Code.

### **2. COUNTY'S GIFT BAN ORDINANCE – SEC. 1-3-22 THE CODIFIED ORDINANCES, ORANGE COUNTY, CALIF.**

The County's Gift Ban Ordinance prohibits the receipt of specified gifts to the Treasurer, Auditor-Controller, and "designated employees" from business entities and individuals that "do business with the County" as that termed in defined in the Ordinance. Under the Ordinance, the term "designated employee" includes every employee of the County who is designated in the County's Conflict-of-Interest Code to file a Form 700 and every member of a board or commission under the jurisdiction of the Board of Supervisors required to file such a form. For purposes of the Treasurer's Office, "designated employees" include: the Chief Assistant Treasurer-Tax Collector, the Assistant Treasurer-Tax Collectors, all investment staff, all financial/credit analysts, all cash managers, and all accounting and compliance staff. The Treasurer will review this list of "designated employees" periodically and submit any proposed changes to the Board of Supervisors for approval.

## **XI. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS**

The Treasurer will maintain a list of broker/dealers and financial institutions authorized to provide investment and/or depository services and products. Any permitted investment, not purchased directly from an approved issuer, shall be purchased either from a "primary" or regional securities broker/dealer qualifying under SEC Rule 15c3-1(uniform net capital rule) and licensed by the state as a broker/dealer as defined in Section 25004 of the Corporations

Code or a “well capitalized” national bank or Federal savings association as defined in Title 12 of the Code of Federal Regulations (CFR) Part 6.4 or a savings association or Federal association as defined by Section 5102 of the California Financial Code. To be eligible to receive local agency money, a bank, savings association, federal association or federally insured industrial loan company shall have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section. Broker/dealers must comply with the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board. Section 27133(c) of the Government Code prohibits the selection of any broker, brokerage, dealer, or securities firm that has made a contribution to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices, within any consecutive 48 month period.

The Treasurer shall conduct an annual review of each broker/dealer and financial institution’s financial condition and registrations to determine whether it should remain on the approved broker/dealer list for investment and/or depository services and require annual audited financial statements to be on file for each firm. The Treasurer shall strive to open an application period every two years for all new and existing broker/dealers and financial institutions submitting a questionnaire to determine if they should be added to the approved broker/dealer list. This detailed questionnaire is required to be completed by broker/dealers and financial institutions seeking to provide investment services. The Treasurer shall annually send a copy of the current Investment Policy Statement to all broker/dealers and financial institutions approved to provide investment services to the County, and they shall notify the Treasurer in writing of receipt and that they have read it.

## **XII. PERFORMANCE EVALUATION**

The Treasurer shall submit monthly, quarterly, and annual reports (in compliance with Government Code Sections 53607, 53646, and 27134) to the Treasury Oversight Committee, the pool participants, the County Executive Officer, the Director of Auditor-Controller Internal Audit, the Auditor-Controller, and the Board of Supervisors. These reports shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program and shall be in compliance with Government Code. In accordance with GASB Statements 31, 40, 72 and 84, the Treasurer shall provide financial information on investments for the County’s Comprehensive Annual Financial Report.

## **XIII. SAFEKEEPING**

All security transactions, including collateral for repurchase agreements, entered into by the Treasurer shall be conducted on a delivery-versus-payment (DVP) basis. All investments shall have the County of Orange and either the OCIF or the specific pool name as its registered owner except for municipal debt issued by the County of Orange and privately placed with the County Treasurer in which case the investments shall have the Orange County Treasurer on behalf of the OCIF as its registered owner.

All securities shall be held by a third party custodian designated by the Treasurer (this does not apply to money market funds or investment pools). The third party custodian shall be

required to issue a safekeeping statement to the Treasurer listing the specific instrument, rate, maturity, and other pertinent information.

#### **XIV. MAINTAINING THE PUBLIC TRUST**

All participants in the investment process shall act as custodians of the public trust. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

#### **XV. INTERNAL CONTROLS**

The Treasurer shall establish a system of written internal controls, which will be reviewed annually with the County's independent (external) auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the Treasurer's Office. The Treasurer shall evaluate audit reports in a timely manner with the Treasury Oversight Committee. The quarterly audit reports of the Treasury shall be provided as required by Government Code Sections 26920 through 26922. Daily compliance of the investment portfolio shall be performed by the Department's Accounting/Compliance Unit. Compliance will be determined on a fair market value basis. Cash held at the bank will not be included in the pool balance. All agreements, statements, and trade packets will be subject to review annually by auditors in conjunction with their audit.

##### **1. INVESTMENT PROCEDURES**

The Treasurer shall develop and maintain written administrative procedures for the operation of the investment program that are consistent with this investment policy. Procedures will include reference to safekeeping, Master Repurchase Agreements, wire transfer agreements, collateral and depository agreements, banking service contracts, and other investment and banking related activities. Such procedures shall include explicit delegation of authority to personnel responsible for investment transactions.

No investment personnel may engage in an investment transaction except as provided under terms of this policy and the procedures established by the County Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of all Treasury and Investment personnel.

#### **XVI. EARNINGS AND COSTS APPORTIONMENT**

The Treasurer determines the interest earnings for the respective pools on an accrual basis. Accrual basis interest earnings and Treasury administrative fees (see below) are allocated to each individual pool participant based upon their average daily balance on deposit with the Treasurer. The actual cash distribution is generally paid in the months following.

As authorized by Government Code Section 27013, the Treasurer who invests, deposits or otherwise handles funds for public agencies for the purpose of earning interest or other income on such funds as permitted by law, may deduct from such interest or income, before distribution thereof, the actual administrative cost of such investing, depositing or handling of funds and of distribution of such interest or income. Such cost reimbursement shall be paid

into the county general fund. In addition, the costs of compliance with the Treasury Oversight provisions of Government Code Sections 27130 through 27137 shall be included as an eligible administrative cost. These investment administrative costs will be deducted from any interest or income, prior to distribution to the pool participant. The Treasurer shall annually prepare a proposed budget revenue estimate, providing a detailed itemization of all estimated costs which comprise this investment administrative fee charged in accordance with Government Code Section 27013. The Treasurer will be required to annually reconcile the estimated charges and actual costs incurred and adjust participant accounts accordingly.

Investment earnings and the above estimated fee charge will be allocated to the pool participants on at least a quarterly basis. As of the first working day of the following period, the pool participants' account will reflect the gross investment earnings and the estimated monthly administrative and overhead costs. The Treasurer's monthly report will state the current estimated fees charged to participants.

## **XVII. VOLUNTARY PARTICIPANTS**

Should a local agency within Orange County, or a Joint Powers Agency (JPA) consisting of at least one public agency from within Orange County, not required by California law to deposit monies with the Treasurer desire entry into the Treasurer's Investment Pool, the agency shall comply with the requirements of Government Code Section 53684 and provide to the Treasurer a resolution adopted by its governing board stating that excess funds are available for the purpose of investment. The resolution shall specify that the local agency authorizes the investment of excess funds pursuant to Section 53684, those persons authorized at the agency to coordinate the transactions, the agency's willingness to be bound by the withdrawal provisions of Government Code Section 27136, and the agency's understanding that investment administrative charges will be deducted by the Treasurer as permitted by Sections 53684(b) and 27013. The Treasurer shall approve or disapprove such agency's request in writing. Upon the Treasurer's approval of voluntary participants to join the pool, the Treasurer will notify the Board of Supervisors within 5 days.

Monies deposited by local agencies approved for entry into the Treasurer's Investment Pool will be invested in the OCIF and shall be invested by the Treasurer in accordance with this Investment Policy Statement, as amended from time to time. The local agency's authorized representative will execute an agreement with the Treasurer. This agreement specifies the contractual terms and conditions by which the Treasurer will manage and invest local agency's excess funds which have been deposited for investment with the Treasurer.

## **XVIII. WITHDRAWAL**

As required by Government Code Sections 27000.3, 27133(h), 27136 and 53684(c), withdrawal of participant funds for the purpose of investing or depositing these funds outside the County treasury shall require prior written approval from the Treasurer or designee. The Treasurer shall thereafter review the withdrawal request consistent with his/her trust and fiduciary duties. Prior to approving or disapproving the withdrawal request, the Treasurer or designee shall make a finding of the effect on the stability and predictability of the investments and on the interests of the other depositors in the County treasury.



**XIX. PERFORMANCE STANDARDS**

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs, but focusing on, in order of importance, preservation of capital, liquidity, and yield.

The Treasurer's investment strategy is to actively manage the portfolios to create less risk than a benchmark comparable index and to use economies of scale to invest and administer the program at a reasonable cost. Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be the indices most comparable to the fund, such as money rate data published in Barron's, The Wall Street Journal, Bloomberg, or other bond fund indices. The standards enumerated herein do not constitute a guarantee of the fund's performance.

**XX. INVESTMENT POLICY STATEMENT REVIEW**

This Investment Policy Statement shall be reviewed on an annual basis by the Treasury Oversight Committee prior to being presented to for review and approval by, the Board of Supervisors in an open session.

**XXI. FINANCIAL REPORTING**

The monthly Treasurer's Investment Report and all compliance Audit Reports shall be provided to the Orange County Board of Supervisors, the County Executive Officer, the Chief Financial Officer, the Director of Auditor-Controller Internal Audit, the Auditor-Controller, the Treasury Oversight Committee, the presiding judge of the Superior Court, the director or director executive officer and Treasurer or other official responsible for the funds of any Local Agency who has investments in the OCIF as allowed by Government Code Sections 53607, 53646, and 53686.

All reports filed by the Treasurer in accordance with Government Code Section 53646 shall, among other matters, state compliance of the portfolio with the Investment Policy Statement, or the manner in which the portfolio is not in compliance. A statement will also be filed by the Treasurer in accordance with Government Code 53646(b) denoting the ability of each pool to meet its expenditure requirements for the next six months or provide an explanation of why sufficient money may not be available.

**XXII. LEGISLATIVE CHANGES**

Any State of California law that further restricts allowable maturities, investment type, percentage allocations, or any other provision of this Investment Policy Statement will, upon effectiveness, be incorporated into this Investment Policy Statement and supersede any and all previous applicable language.

### **XXIII. DISASTER RECOVERY PROGRAM**

The Treasurer's Disaster Plan includes critical phone numbers and addresses of key treasury and investment personnel as well as currently approved bankers and broker/dealers. Three copies of the Disaster Plan for home, office, and car have been distributed to key treasury and investment personnel. The plan provides for an offsite location to be communicated at the time of readiness if our offices are uninhabitable.

In the event the Treasurer or authorized staff is unable to invest the portfolio, the Treasurer has an agreement with the custodian for a daily sweep of all uninvested cash with the custody bank into a money market mutual fund. Until normal operations of the Treasurer's office have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this Investment Policy Statement and would be required to be reported to the Board of Supervisors and pool participants in a timely manner.

## INVESTMENT POLICY STATEMENT GLOSSARY

This Glossary is for general reference purposes only and does not constitute an exhaustive or exclusive list of terms and definitions applicable to this Investment Policy Statement. The definitions included herein do not modify any of the terms of this Investment Policy Statement or applicable law.

**ACCRUED INTEREST:** The amount of interest that is earned but unpaid since the last interest payment date.

**ADJUSTABLE RATE NOTE:** (See Floating Rate Note)

**AGENCY SECURITIES:** (See U.S. Government Agency Securities)

**AMORTIZATION:** The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

**AVERAGE LIFE:** The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

**ASKED PRICE:** The price at which securities are offered from a seller.

**ASSET BACKED SECURITIES (ABS):** (See Receivable-Backed Securities)

**BANKERS' ACCEPTANCE (BA):** Negotiable money market instruments issued primarily to finance international trade. These are time drafts in which a bank "accepts" as its financial responsibility to pay the principal at maturity even if the importer does not. In essence, these are bank obligations collateralized by goods being shipped between an exporter and an importer.

**BASIS POINT:** When a yield is expressed as 7.32%, the digits to the right of the decimal point are known as basis points. One basis point equals 1/100 of one percent. Basis points are used more often to describe changes in yields on bonds, notes and other fixed-income securities.

**BID PRICE:** The price at which a buyer offers to buy a security.

**BOOK ENTRY:** The system, maintained by the Federal Reserve, by which most money market securities are "delivered" to an investor's custodian bank. The Federal Reserve maintains a computerized record of the ownership of these securities, and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment). The owners of these securities do not receive physical certificates.

**BOOK VALUE:** The original cost of the investment, plus accrued interest and amortization of any premium or discount.

**BROKER:** A broker brings buyers and sellers together and is compensated for his/her service.

**CALLABLE BONDS:** Bonds that may be redeemed by the issuing company prior to the maturity date.

**CALL PRICE:** The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

**CALL RISK:** The risk to a bondholder that a bond may be redeemed prior to maturity.

**CAPITAL GAIN/LOSS:** The profit or loss realized from the sale of a capital asset.

**CERTIFICATE OF DEPOSIT (CD or NCD):** A deposit of funds at a bank for a specified period of time that earns interest at a specified rate. Commonly known as "CDs" or "negotiable CDs."

**COLLATERAL:** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public moneys.

**COMMERCIAL PAPER (CP):** Short-term unsecured promissory notes issued by corporations for maturities of 270 days or less.

**CONSUMER RECEIVABLE-BACKED BONDS:** (See Receivable-Backed Securities)

**CONVEXITY:** A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

**CREDIT OUTLOOK:** (See Rating Outlook)

**CREDIT QUALITY:** The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized statistical rating organizations.

**CREDIT RISK:** The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**CREDIT WATCH:** indicates that a company's credit is under review and credit ratings are subject to change.

*+ (positive)	Credit is under review for possible upgrade.
*- (negative)	Credit is under review for possible downgrade.
*	Credit is under review, direction uncertain.

**COUPON:** The rate at which a bond pays interest.

**CURRENT YIELD:** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**CUSTODIAN:** A bank or other financial institution that keeps custody of stock certificates and other assets.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT (DVP):** Delivery of securities with a simultaneous exchange of money for the securities.

**DERIVATIVE:** A security whose interest rate of principal amount may vary and are determined by a market index or a combination of market indexes.

**DISCOUNT:** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as Treasury bills and bankers acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**DIVERSIFICATION:** An investment principle designed to spread the risk in a portfolio by dividing investments among different sectors, industries and companies.

**DOLLAR-WEIGHTED AVERAGE MATURITY:** A calculation that expresses the “average maturity” of an investment portfolio using each investment’s maturity weighted by the size of that investment.

**DURATION:** A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

**FEDERAL FUNDS RATE:** Interest rate charged by banks with excess reserves at a Federal Reserve district bank to banks needing overnight loans to meet reserve requirements. A target rate is set by the FOMC.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** A U.S. centralized banking system, which has supervisory powers over the 12 Federal Reserve banks and about 6,000 member banks.

**FITCH, INC:** (see Nationally Recognized Statistical Rating Organization)

**FIXED-INCOME SECURITIES:** Securities that return a fixed income over a specified period.

**FLOATING RATE NOTE:** A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, London Interbank Offered Rate (LIBOR), Secured Overnight Financing Rate (SOFR) etc.).

**INTEREST:** The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

**INTERNAL CONTROLS:** An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

**INVESTMENT COMPANY ACT OF 1940:** Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

**LIQUIDITY:** The speed and ease with which an investment can be converted to cash.

**LOCAL AGENCY:** County, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

**MARK-TO-MARKET:** The market valuation for every security in a portfolio used in determining Net Asset Value (NAV).

**MARKET RISK:** The risk that changes in overall market conditions or interest rate may adversely affect current market prices.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract between the parties of a repurchase agreement establishing each party's rights in all current and future transactions until termination of the contract by either party.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MEDIUM TERM NOTES (MTN):** Debt securities issued by a corporation or depository institution with a maturity ranging from nine months to five years. The term "medium-term note" refers to the time it takes for an obligation to mature, and includes other corporate debt securities originally issued for maturities longer than five years, but which have now fallen within the five-year maturity range. MTNs issued by banks are also called "bank notes."

**MONEY MARKET:** The market in which short-term debt instruments (Treasury bills, discount notes, commercial paper, bankers acceptances, etc.) are issued and traded.

**MONEY MARKET MUTUAL FUNDS:** An investment company that pools money from investors and invest in a variety of short-term money market instruments.

**MOODY'S INVESTORS SERVICE, INC:** (See Nationally Recognized Rating Services)

**MUNICIPAL DEBT:** Bonds, notes and other securities issued by a state, municipality or county.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):** Firms that review the creditworthiness of the issuers of debt securities, and express their opinion in the form of letter ratings (e.g. AAA, AA, A, BBB, etc.). The primary rating agencies are the following: Standard & Poor's Corporation; Moody's Investor Services, Inc.; and Fitch, Inc.

**NEGOTIABLE CD:** (See Certificates of Deposit)

**NET ASSET VALUE (NAV):** A per-share valuation of a mutual fund based on total assets minus total liabilities.

**NON-CALLABLE:** Bond that cannot be called at the option of the issuer.

**OFFER PRICE:** The price asked by a seller of securities.

**PAR or PAR VALUE:** The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

**PHYSICAL DELIVERY:** The delivery of an investment to a custodian bank in the form of a physical certificate and/or supporting documents evidencing the investment (as opposed to "book entry" delivery).

**PORTFOLIO:** A group of securities held by an individual or institutional investor.

**PREMIUM:** The difference between the par value of a bond and the market value of the bond, when the market value is above par.

**PRICE RISK:** The risk that the price of a bond sold prior to maturity will be less than the price at which the bond was originally purchased.

**PRIMARY DEALER:** Banks and securities brokerages authorized to buy and sell government securities in direct dealings with the Federal Reserve Bank of New York in its execution of Federal Open Market Operations.

**PRIME RATE:** The base rate that banks use in pricing commercial loans to their best and most creditworthy customers.

**PRINCIPAL:** The face value or par value of an investment.

**PROSPECTUS:** A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information of the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

**RATING OUTLOOK:** The potential direction of the credit rating assigned by a NRSRO for a specific company.

**REINVESTMENT RISK:** The risk that coupon payments (or other payments received) cannot be reinvested at the same rate as the initial investment.

**RECEIVABLE-BACKED SECURITIES:** Securities collateralized with consumer receivables, such as automobile loans, credit card receivables, or home equity loans, which are owned by the issuer, but placed with a trustee for the benefit of the investor.

**RECEIVABLE PASS-THROUGH CERTIFICATE:** A debt obligation that is backed by a portfolio of receivables, normally issued by a bank or financial institution. The interest and principal of the obligation is paid out of the cash flow generated by the receivables portfolio.

**REFUNDED BOND:** A bond secured by an escrow fund that is sufficient to pay off the entire issue of bonds at the next call date (pre-funded) or maturity (escrowed to maturity).

**REGISTERED STATE WARRANT:** A short-term obligation of a state governmental body issued in anticipation of revenue.

**REPURCHASE AGREEMENT (REPO):** The purchase of securities, on a temporary basis, with the seller's simultaneous agreement to repurchase the securities back at a later date at a specified price that includes interest for the buyer's holding period.

**RULE 2a-7 OF THE INVESTMENT COMPANY ACT:** Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 60-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

**RULE G-37 OF THE MUNICIPAL SECURITIES RULEMAKING BOARD:** Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

**SAFEKEEPING:** Storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as Agent or Custodian and, where control is delegated by the customer.

**SECURITIES & EXCHANGE COMMISSION (SEC):** The federal agency responsible for supervising and regulating the securities industry.

**SINKING FUND:** Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

**STANDARD & POOR'S CORPORATION:** (See Nationally Recognized Rating Services)

**STRUCTURED INVESTMENT VEHICLE (SIV):** A pool of investment assets that attempts to profit from credit spreads between short-term debt and long-term structured finance products such as asset-backed securities (ABS). Funding for SIVs comes from the issuance of commercial paper that is continuously renewed or rolled over; the proceeds are then invested in longer maturity assets that have less liquidity but pay higher yields. SIVs often employ great amounts of leverage to generate returns.



**SUPRANATIONAL:** An entity that is formed by two or more central governments with the purpose of promoting economic development for the member countries. Examples include the International Bank for Reconstruction and Development, International Finance Corporation, and the Inter-American Development Bank.

**THIRD-PARTY CUSTODIAL AGREEMENT:** (See Custodian)

**TOTAL RETURN:** The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.

$$(\text{Price appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$$

**TRADE DATE:** The date and time corresponding to an investor's commitment to buy or sell a security.

**U. S. GOVERNMENT AGENCY SECURITIES:** Debt securities issued by U.S. Government sponsored enterprises and federally related institutions. These government agencies include: Federal Home Loan Banks (FHLB), Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), Federal National Mortgage Association (FNMA or Fannie Mae), Federal Farm Credit Banks (FFCB) and Tennessee Valley Authority (TVA).

**U.S. TREASURY SECURITIES:** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**Treasury bills:** non-interest-bearing discount securities with maturities under one year issued by the U.S. Treasury to finance the national debt.

**Treasury notes:** interest-bearing obligations of the U.S. Treasury with maturities ranging from two to ten years from date of issue.

**Treasury bonds:** interest-bearing obligations issued by the U.S. Treasury with maturities that range from ten to thirty years from date of issue.

**UNIFORM NET CAPITAL RULE:** SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

**VARIABLE RATE NOTE:** (See Floating Rate Note)

**VOLATILITY:** A degree of fluctuation in the price and valuation of securities.

**WEIGHTED AVERAGE MATURITY (WAM):** The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 60 days and no one security may have a maturity that exceeds 397 days.

**WHEN ISSUED (WI):** A conditional transaction in which an authorized new security has not been issued. All “when issued” transactions are settled when the actual security is issued.

**YIELD:** The annual rate of return on a debt investment computed as though held to maturity expressed as a percentage.

**YIELD TO CALL (YTC):** The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**YIELD TO MATURITY (YTM):** The rate of return earned on an investment considering all cash flows and timing factors: interest earnings, discounts, and premiums above par.

**ZERO-COUPON BONDS/U.S. TREASURY STRIPS:** A bond which represents ownership of a single coupon or principal payment due on a U.S. Treasury bond. Zeros or strips mature at face value at a specified date in the future and make no payments until that date. They always sell at a discount from face value.

APPENDIX E  
DTC BOOK-ENTRY ONLY SYSTEM

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*The following information concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book-entry-only system has been provided by DTC for use in securities disclosure documents. The District takes no responsibility for the accuracy or completeness thereof. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.*

*The following description includes the procedures and record-keeping with respect to beneficial ownership interests in the Bonds payment of principal and interest, other payments with respect to the Bonds to Direct Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Bonds, notices to beneficial owners and other related transactions by and between DTC, the Participants, and the Beneficial Owners. However, DTC, the Participants, and the Beneficial Owners should not rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be.*

The Depository Trust Company, New York, New York (“DTC”) will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial

Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

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

RESOLUTION TO ESTABLISH BUILDING FUND NO. 2127 FOR "SERIES 2019 BONDS"

RESOLUTION NO. 2019/20-B-07

October 10, 2019

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

WHEREAS, the Education Code 15140 provides that the Board of Trustees shall issue bonds on behalf of the District in order to renovate, repair, make improvements to District facilities; and

WHEREAS, the Board of Trustees has determined the need to establish a separate Building Fund (subfund 2127) to record the issuance of general obligation bonds in an aggregate principal amount not to exceed \$102,545,000 as authorized by Bond Election of 2014, Series 2019, "Series 2019 Bonds"; and

WHEREAS, the District covenants that it will restrict the use of the proceeds of Series 2019 Bonds so as not to constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986; and

WHEREAS, the District covenants that funds will be expended for the purposes described in Measure H and applicable laws.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees authorizes the administration to establish a Building Fund with the County Treasurer effective October 10, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA )
)
) SS
)

COUNTY OF ORANGE )

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees therefore, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 10th day of October 2019, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of October 2019.

---

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



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

**ORDERING AN ELECTION, AND ESTABLISHING  
SPECIFICATIONS OF THE ELECTION ORDER**

**RESOLUTION NO. 2019/20-B-08**

October 10, 2019

**WHEREAS**, the Board of Trustees (the "Board") of the Anaheim Union High School District (the "District") is committed to improving the quality of education in its schools, by acquiring, constructing, repairing, furnishing and equipping classrooms and laboratories, upgrading basic infrastructure and utilities, enhancing safety and security, and upgrading schools to provide for 21<sup>st</sup> century learning; and

**WHEREAS**, the District has identified the needs of its schools in a comprehensive Facilities Master Plan, incorporating comments from District staff, students, parents and community members; and

**WHEREAS**, the Board has received information regarding the possibility of a local bond measure and its ability to improve the District's facilities; and

**WHEREAS**, Proposition 46, approved by the voters of the State on June 3, 1986 ("Proposition 46"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision that exempts from the 1 percent of full cash value limitation, those ad valorem taxes used to pay for debt service on any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

**WHEREAS**, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39"), which reduced the voter threshold for ad valorem tax levies used to pay for debt service on bonded indebtedness to 55 percent of the votes cast on a school district general obligation bond; and

**WHEREAS**, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

**WHEREAS**, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability, and citizen oversight that are contained in Proposition 39 and the Act; and

**WHEREAS**, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary repairs, upgrades, and enhancements to District facilities; and

**WHEREAS**, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being used for administrative salaries or other operating expenses of the District shall be enforced by a Citizens' Oversight Committee to be appointed by the Board in accordance with the Act; and

**WHEREAS**, the Board has previously appointed a Citizens Oversight Committee for prior authorizations under Proposition 39 and intends to expand the responsibilities of such Committee to include the proposition to be submitted to voters at the March 2, 2020 election in accordance with this election order; and

**WHEREAS**, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limit of \$30 per year per \$100,000 of assessed valuation of taxable property; and

**WHEREAS**, Section 9400 *et seq.* of the Elections Code of the State of California (the "Elections Code") in effect as of the date hereof requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

**WHEREAS**, Senate Bill 268 has been adopted by the Legislature and is awaiting a signature or veto by the Governor and if signed would repeal Elections Code Section 9400 and enact provisions in the Elections Code which would affect the ballot and the tax rate statement required with respect to the proposition to be submitted to voters of the District; and

**WHEREAS**, the Board desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

**WHEREAS**, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 2, 2020, and to request the Orange County Registrar of Voters to perform certain election services for the District.

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

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of up to \$398 million (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in the exhibits to this resolution. The Board hereby approves alternative forms of the propositions to be placed on the ballot and printed in the voter pamphlet as described below and authorizes the Superintendent to advise the Registrar of Voters as to which forms are to be printed on the ballot and in the voter pamphlet. In the event that Senate Bill 268 has not become a law to take effect on January 1, 2020 by the date that this Resolution is submitted to the Registrar of Voters, then Exhibits A and B shall be the propositions presented to the voters and both such exhibits are directed to be printed in the voter pamphlet. In the event that Senate Bill 268 has become a law to take effect on January 1, 2020 by the date that this Resolution is

submitted to the Registrar of Voters, then Exhibits C and D shall be the propositions presented to the voters and both such exhibits are directed to be printed in the voter pamphlet. The Board hereby adopts each of the findings set forth in Exhibits B and D.

Section 2. That the date of the election shall be March 2, 2020.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, which shall either be in the form attached hereto and marked Exhibit A and B or in the form attached hereto and marked as Exhibit C or D, as determined in accordance with Section 1 above, and containing the question of whether the District shall issue the Bonds to pay for the acquisition, construction, improvement, furnishing and equipping of school facilities to the extent permitted by such propositions. In compliance with Proposition 39 and the Act, the ballot propositions to be submitted to the voters in accordance with this resolution are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit B and Exhibit D, evaluated student safety, class size reduction, and the educational and information technology needs of the District, as well as the importance of the projects to student achievement and high quality instruction;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies are spent only for the projects identified in Exhibit B or Exhibit D, as applicable;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274;

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limit of \$30 per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution or in accordance with the provisions set forth in Senate Bill 268 if enacted;

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 et seq., 15264 et seq., and Government Code Sections 53506 et seq.

Section 5. That the authority for the specifications of this election order is contained in Sections 5322 of the Education Code.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 2, 2020, within the District.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the Orange County Registrar of Voters no later than December 2, 2019.

Section 8. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation.

Section 9. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the County of Orange. Such services will include requesting the impartial analysis of the proposition from County Counsel in accordance with Elections Code Section 9500, the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement as required by the Elections Code and pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

Section 10. That any and all members of this Board and the Superintendent are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, Assistant Superintendent, Business Services and Support, or their designees, are hereby authorized to execute any tax rate statement or other document required with respect to the election and to perform all acts necessary or required by the Registrar of Voters, including, but not limited to, reducing the word count in the ballot proposition to be placed on the ballot.

ADOPTED, SIGNED AND APPROVED this 10th day of October 2019.

BOARD OF TRUSTEES OF THE ANAHEIM UNION  
HIGH SCHOOL DISTRICT

By \_\_\_\_\_

Brian O’Neal  
President of the Board of Trustees  
Anaheim Union High School District

Attest:

\_\_\_\_\_  
Michael B. Matsuda  
Secretary to the Board of Trustees Anaheim  
Union High School District

STATE OF CALIFORNIA     )  
  )ss  
ORANGE COUNTY            )

I, Michael B. Matsuda, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2019/20-B-08, which was duly adopted by the Board of Trustees of the Anaheim Union High School District at the meeting thereof held on the 10<sup>th</sup> day of October 2019 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By \_\_\_\_\_  
Michael B. Matsuda  
Secretary to the Board of Trustees  
Anaheim Union High School District

EXHIBIT A

**Anaheim Union High School District Repair, Construction and Safety Improvements Measure.**

"Shall the measure to repair, construct and equip neighborhood schools, classrooms, career, science, computer and technology labs and educational facilities, and make school safety, fire, and drinking water improvements by authorizing the Anaheim Union High School District to issue \$398,000,000 in bonds, with interest rates within the legal limit, and a levy estimated at 3¢ per \$100 of assessed valuation averaging \$22,000,000 annually while bonds are outstanding, with citizens oversight and independent audits as required by law, be adopted?

Bonds  Yes

Bonds  No

## EXHIBIT B

### FULL TEXT BALLOT PROPOSITION OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT BOND MEASURE ELECTION MARCH 2, 2020

The following is the full proposition presented to the voters by the Anaheim Union High School District.

#### **Anaheim Union High School District Repair, Construction and Safety Improvements Measure.**

"Shall the measure to repair, construct and equip neighborhood schools, classrooms, career, science, computer and technology labs and educational facilities, and make school safety, fire, and drinking water improvements by authorizing the Anaheim Union High School District to issue \$398,000,000 in bonds, with interest rates within the legal limit, and a levy estimated at 3¢ per \$100 of assessed valuation averaging \$22,000,000 annually while bonds are outstanding, with citizens oversight and independent audits as required by law, be adopted?"

#### **PROJECT LIST FOR THE CLASSROOM AND SCHOOL SAFETY BOND MEASURE**

The following are the types of projects that are eligible to be financed with proceeds of the bonds:

**Repair and Construct Classrooms and Buildings**, including roofs, walls, windows, doors and hardware, floors, ceilings, and accessibility for disabled students.

**Basic Infrastructure and Utilities**, including site and building plumbing, sewer, gas, electrical, water, storm drainage, HVAC systems, energy efficiency systems and controls, solar energy systems, restrooms, and the prepayment of any financing, lease or power purchase agreement related to such improvements.

**Safety and Security Improvements**, including fire safety systems, security systems, camera systems, emergency communication systems, lighting, school entry and access areas, locks, parking and transportation areas, fencing, signage, wayfinding and earthquake retrofitting and improvements.

**Removal of Hazardous Materials**, such as asbestos, lead and contaminated soils.

**Classroom Improvements for Instruction**, including furniture, equipment and audio-visual systems to allow for student collaboration, teamwork, and expanded learning methods.

**Classroom and Building Construction** for education including career and technical education, science, technology, engineering, math and visual and performing arts.

**Physical Education Facility Repairs and Construction**, including restrooms, locker rooms, showers, gymnasiums, stadiums, multipurpose rooms, and constructing and reconditioning fields and facilities.

**Outdoor Learning Quads and Courts**, for outdoor education and student collaboration. Landscape and Hardscape Improvements and Repairs, including irrigation and storm water retention systems.

**Landscape and Hardscape Improvements and Repairs**, including irrigation and storm water retention systems.

**Food Service Improvements**, including constructing and upgrading facilities and equipment to serve meals to students, and shelters for students to eat lunch.

**Student and Staff Support Facilities**, including libraries, student union, student services, and administration facilities and interim housing during construction.

**Property Acquisition**, for the purpose of expanding overcrowded school sites.

The following sites are planned to receive some of the improvements described above:

- Anaheim High School
- Ball Junior High School
- Brookhurst Junior High School
- Cypress High School
- Dale Junior High School/Polaris High School
- District Campus
- Hope School / Gilbert West
- Katella High School
- Kennedy High School
- Lexington Junior High School
- Loara High School
- Magnolia High School
- Orangeview Junior High School
- Oxford Academy
- Savanna High School
- South Junior High School
- Sycamore Junior High School
- Gilbert High School (Trident Education Center)
- Walker Junior High School
- Western High School
- Potential New Sites

\* \* \*

In preparing the list of projects, the District has evaluated safety, class size reduction, and informational technology needs.



In addition to the sites listed above, the District may acquire, renovate, upgrade, construct, furnish and equip facilities at other locations.

Each project is assumed to include its share of architectural, engineering, and similar planning costs, program management, project or construction management, a contingency for unforeseen circumstances, offsite/utility connection costs, and interim housing. Projects also may include the payment of the costs of preparation of all facility planning, facility assessment reviews, environmental studies, construction documentation, plan check, inspection and permit fees, and the acquisition of improvements on the project list that previously have been financed, or will be financed in the future, through temporary financing, leases or power-purchase agreements. Also included are the costs of demolition and reconstruction of existing facilities currently scheduled for modernization, if the Board of Trustees determines that such an approach would be a more cost effective solution.

The District is eligible to receive State matching funds and intends to pursue State funding. In the absence of such funding, improvements at each school may be affected and the District may not be able to undertake some of the projects listed above.

The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain projects described above may be delayed or may not be undertaken.

Bond proceeds shall be expended only for the specific purposes identified herein. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the bond projects. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

Fiscal Accountability: In accordance with Education Code § 15272, the Board of Trustees will establish a citizens' oversight committee and will conduct annual independent audits to assure that funds are spent only on the list of projects authorized above and for no other purpose. The expenditure of bond money on these projects is subject to stringent financial accountability requirements. By law, performance and financial audits will be performed annually, and all bond expenditures will be monitored by an independent citizens' oversight committee to ensure that funds are spent as promised and specified. The citizens' oversight committee shall include at least seven members, with the following relationships: one member active in a business organization, one member active in a senior citizens' organization, one member active in a bona fide taxpayers' organization, one member who is a parent or guardian of a student, one member who is both a parent or guardian of a student and active in a parent-teacher organization. District employees, vendors, contractors and consultants may not serve on the citizens' oversight committee.

No Administrator Salaries: Proceeds from the sale of the bonds authorized by this proposition shall be used only for the acquisition, construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and not for any other purpose. No funds will be used toward teacher or administrator salaries or other operating expenses.

EXHIBIT C

**Anaheim Union High School District Repair, Construction and Safety  
Improvements Measure.**

"Shall the Anaheim Union High School District measure to acquire, construct, repair, equip and furnish neighborhood schools, classrooms, career, science, computer, technology labs/facilities and other educational facilities; make fire, drinking water and school safety improvements; remove asbestos/lead paint; repair roofs; replace gas lines; and authorize \$398,000,000 in bonds to be issued with interest rates within legal limits, a citizens oversight committee and independent audits as required by law, be adopted? See voter guide for tax rate information."

Bonds  Yes

Bonds  No

EXHIBIT D

FULL TEXT BALLOT PROPOSITION  
OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
BOND MEASURE ELECTION MARCH 2, 2020

The following is the full proposition presented to the voters by the Anaheim Union High School District.

**Anaheim Union High School District Repair, Construction and Safety Improvements Measure.**

"Shall the Anaheim Union High School District measure to acquire, construct, repair, equip and furnish neighborhood schools, classrooms, career, science, computer, technology labs/facilities and other educational facilities; make fire, drinking water and school safety improvements; remove asbestos/lead paint; repair roofs; replace gas lines; and authorize \$398,000,000 in bonds to be issued with interest rates within legal limits, a citizens oversight committee and independent audits as required by law, be adopted? See voter guide for tax rate information."

**PROJECT LIST FOR THE CLASSROOM AND SCHOOL SAFETY BOND MEASURE**

The following are the types of projects that are eligible to be financed with proceeds of the bonds:

**Repair and Construct Classrooms and Buildings**, including roofs, walls, windows, doors and hardware, floors, ceilings, and accessibility for disabled students.

**Basic Infrastructure and Utilities**, including site and building plumbing, sewer, gas, electrical, water, storm drainage, HVAC systems, energy efficiency systems and controls, solar energy systems, restrooms, and the prepayment of any financing, lease or power purchase agreement related to such improvements.

**Safety and Security Improvements**, including fire safety systems, security systems, camera systems, emergency communication systems, lighting, school entry and access areas, locks, parking and transportation areas, fencing, signage, wayfinding and earthquake retrofitting and improvements.

**Removal of Hazardous Materials**, such as asbestos, lead and contaminated soils.

**Classroom Improvements for Instruction**, including furniture, equipment and audio-visual systems to allow for student collaboration, teamwork, and expanded learning methods.

**Classroom and Building Construction** for education including career and technical education, science, technology, engineering, math and visual and performing arts.

**Physical Education Facility Repairs and Construction**, including restrooms, locker rooms, showers, gymnasiums, stadiums, multipurpose rooms, and constructing and reconditioning fields and facilities.

**Outdoor Learning Quads and Courts**, for outdoor education and student collaboration. Landscape and Hardscape Improvements and Repairs, including irrigation and storm water retention systems.

**Landscape and Hardscape Improvements and Repairs**, including irrigation and storm water retention systems.

**Food Service Improvements**, including constructing and upgrading facilities and equipment to serve meals to students, and shelters for students to eat lunch.

**Student and Staff Support Facilities**, including libraries, student union, student services, and administration facilities and interim housing during construction.

**Property Acquisition**, for the purpose of expanding overcrowded school sites.

The following sites are planned to receive some of the improvements described above:

- Anaheim High School
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- District Campus
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- Katella High School
- Kennedy High School
- Lexington Junior High School
- Loara High School
- Magnolia High School
- Orangeview Junior High School
- Oxford Academy
- Savanna High School
- South Junior High School
- Sycamore Junior High School
- Gilbert High School (Trident Education Center)
- Walker Junior High School
- Western High School
- Potential New Sites

\* \* \*

In preparing the list of projects, the District has evaluated safety, class size reduction, and informational technology needs.

In addition to the sites listed above, the District may acquire, renovate, upgrade, construct, furnish and equip facilities at other locations.

Each project is assumed to include its share of architectural, engineering, and similar planning costs, program management, project or construction management, a contingency for unforeseen circumstances, offsite/utility connection costs, and interim housing. Projects also may include the payment of the costs of preparation of all facility planning, facility assessment reviews, environmental studies, construction documentation, plan check, inspection and permit fees, and the acquisition of improvements on the project list that previously have been financed, or will be financed in the future, through temporary financing, leases or power-purchase agreements. Also included are the costs of demolition and reconstruction of existing facilities currently scheduled for modernization, if the Board of Trustees determines that such an approach would be a more cost effective solution.

The District is eligible to receive State matching funds and intends to pursue State funding. In the absence of such funding, improvements at each school may be affected and the District may not be able to undertake some of the projects listed above.

The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain projects described above may be delayed or may not be undertaken.

Bond proceeds shall be expended only for the specific purposes identified herein. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the bond projects. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

Fiscal Accountability: In accordance with Education Code § 15272, the Board of Trustees will establish a citizens' oversight committee and will conduct annual independent audits to assure that funds are spent only on the list of projects authorized above and for no other purpose. The expenditure of bond money on these projects is subject to stringent financial accountability requirements. By law, performance and financial audits will be performed annually, and all bond expenditures will be monitored by an independent citizens' oversight committee to ensure that funds are spent as promised and specified. The citizens' oversight committee shall include at least seven members, with the following relationships: one member active in a business organization, one member active in a senior citizens' organization, one member active in a bona fide taxpayers' organization, one member who is a parent or guardian of a student, one member who is both a parent or guardian of a student and active in a parent-teacher organization. District employees, vendors, contractors and consultants may not serve on the citizens' oversight committee.

No Administrator Salaries: Proceeds from the sale of the bonds authorized by this proposition shall be used only for the acquisition, construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and not for any other purpose. No funds will be used toward teacher or administrator salaries or other operating expenses.

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

Red Ribbon Week

RESOLUTION NO. 2019/20-E-05

October 10, 2019

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

**WHEREAS**, Red Ribbon Week will be celebrated in every community in America during October; and

**WHEREAS**, alcohol and drug abuse has continued to be at epidemic stages; and

**WHEREAS**, it is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco; and

**WHEREAS**, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying the symbolic red ribbons during Red Ribbon Week;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Anaheim Union High School District hereby supports October 23-31, 2019, as **Red Ribbon Week** in the District and encourages its teachers, administrators, classified employees, and all staff to wear red ribbons and display one at home, business, school, church, etc. and participate in drug awareness activities, making a visible statement that, as employees of the District, we are strongly committed to win the war against drugs.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 10, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 10<sup>th</sup> day of October 2019, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of October 2019.

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

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

Great American Smokeout/Vapeout Day

RESOLUTION NO. 2019/20-E-06

October 10, 2019

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

**WHEREAS**, the Great American Smokeout Day will be celebrated in every community, every year in America on the third Thursday of November; and

**WHEREAS**, tobacco, tobacco products, and nicotine use/abuse has continued to be at epidemic stages, particularly with new and emerging trends/products; and

**WHEREAS**, it is imperative that a united effort of community members launch visible tobacco, tobacco products and nicotine prevention efforts to reduce the demand for tobacco; and

**WHEREAS**, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco and help people to learn about the many tools they can use to help them quit on the Great American Smokeout/Vapeout Day;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Anaheim Union High School District hereby supports November 21, 2019, as the Great American Smokeout/Vapeout Day in the District and encourages its teachers, administrators, classified employees, and all staff to use the date to help people make a plan to quit, or plan in advance and quit smoking that day by publicizing the need to quit, pressing for laws that control tobacco use and, discouraging teens from starting while supporting people who

**Resolution No. 2019/20-E-06**



want to quit, making a visible statement that, as employees of the District, we are strongly committed to win the war against tobacco, tobacco products, and nicotine.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 10, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 10<sup>th</sup> day of October 2019, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of October 2019.

---

Michael B. Matsuda  
Superintendent and Secretary,  
Board of Trustees

### Business and Noninstructional Operations

The Board of Trustees recognizes its responsibility to enter into contracts on behalf of the District for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board of Trustees shall ensure that the District's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

The Board of Trustees may, by a majority vote, delegate to the superintendent or designee the authority to enter into contracts on behalf of the District. To be valid or to constitute an enforceable obligation against the District, all such contracts must be approved and/or ratified by the Board of Trustees.

Every contract entered into on behalf of the District shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

### Contracts for Non-nutritious Foods or Beverages

The District shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

Before the District enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board of Trustees shall ensure that the District has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The superintendent or designee shall develop the District's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.
2. Procedures to ensure that District personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for District proceeds directly to the controller's office.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-

nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

~~The Board of Trustees shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board of Trustees shall hold a public hearing for any contract not discussed at the annual public hearing. (Education Code 35182.5)~~

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5.)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the District; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the District or a District school from making any part of the contract public. (Education Code 35182.5)

#### Contracts for Electronic Products or Services

The Board of Trustees shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board of Trustees (Education Code 35182.5):

1. Enters into the contract at a noticed, public hearing of the Board of Trustees.
2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.
3. Makes a finding that the District cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.
4. As part of the District's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the

school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

#### Contracts for Digital Storage and Maintenance of Student Records

The District may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the District that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other District employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the District
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the District and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17250.10-17250.55 Design-build contracts

17595-17606 Contracts

35182.5 Contract prohibitions

45103.1 Personal services contracts

45103.5 Contracts for management consulting service related to food service

49073.1 Contract requirements for digital storage, maintenance and retrieval of student records

49431-49431.7 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

CODE OF REGULATIONS, TITLE 5

15500 Food sales by student organizations

15501 Sales in high schools and junior high schools

15575-15578 Food and beverage requirements outside of the federal school meal programs

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act  
1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

Board of Trustees

August 7, 1986

Reviewed: November 13, 1989

Revised: February 1993

Revised: February 7, 2019

Revised: TBD

B

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into between the STATE OF CALIFORNIA AIR RESOURCES BOARD (hereinafter "ARB") 1001 I Street, Sacramento, California 95814, and ANAHEIM UNION HIGH SCHOOL DISTRICT (hereinafter "ANAHEIM"), 501 N. Crescent Way, Anaheim, California 92801.

## I. RECITALS

- (1) California Health and Safety Code (HSC) §§ 39650-39675 mandates the reduction of the emissions of substances that have been determined to be toxic air contaminants. In 1998, following an exhaustive ten-year scientific assessment process, ARB identified particulate matter (PM) from diesel-fueled engines as a toxic air contaminant. In-use on-road diesel vehicles are powered by diesel fueled engines that emit toxic PM. On-road vehicles are controlled under the Truck and Bus regulation, as codified in 13 California code of Regulations (CCR) § 2025.
- (2) 13 CCR § 2025(e)(2) states: "Beginning January 1, 2012, fleets with school buses must comply with the requirements of 13 CCR § 2025(k) for all school buses in the fleet."
- (3) Failure to comply with the requirements of 13 CCR § 2025 is a violation of state law resulting in penalties. HSC §§ 39674 (a) and (b) authorize civil penalties for the violation of the programs for the regulation of toxic air contaminants not to exceed one thousand dollars (\$1,000) or ten thousand dollars (\$10,000), respectively, for each day in which the violation occurs.
- (4) ANAHEIM has a fleet containing school buses.
- (5) 13 CCR § 2025(k) requires that owners of school buses with a GVWR greater than 14,000 lbs. meet the PM Best Available Control Technology (BACT) requirements by phasing in 100 percent by January 1, 2014.
- (6) ARB has documented that ANAHEIM failed to have 100 percent of their fleet meet the PM BACT requirements by January 1, 2014.
- (7) In order to resolve these alleged violations, ANAHEIM has taken, or agreed to take, the actions enumerated below under "TERMS AND RELEASE". Further, the ARB accepts this Agreement in termination and settlement of this matter.
- (8) In consideration of the foregoing, and of the promises and facts set forth herein, the parties desire to settle and resolve all claims, disputes, and obligations relating to the above-listed violations, and voluntarily agree to resolve this matter by means of this Agreement. Specifically, the ARB and ANAHEIM agree as follows:

## II. TERMS AND RELEASE

- (1) In consideration of the ARB not filing a legal action against ANAHEIM for the alleged violations referred to above, either proof of compliance by ANAHEIM set forth in paragraph (2) below, or ANAHEIM's payment of the penalties set forth in paragraph (3) below, ARB and ANAHEIM agree that:
- (2) *Completion of Mitigation Plan.* As a condition of this Settlement Agreement, Anaheim shall, at its own expense, complete the following mitigation plan:
  - a. Purchase five gasoline powered white fleet vehicles to replace the following five diesel powered vehicles by June 30, 2020;
    - i. Unit #259
    - ii. Unit #307
    - iii. Unit #308
    - iv. Unit #314
    - v. Unit #331
  - b. Immediately upon receiving the new vehicles, remove the diesel powered vehicles from operation and scrap them within 60 days; and
  - c. Notify ARB within 10 calendar days of completion of the mitigation plan.
- (3) *Performance in Lieu of Cash Payment of Penalty.* Within 15 days after ARB receives notification from Anaheim that it has completed its mitigation plan, ARB will consider the penalty paid in full. ARB reserves the right to verify that the mitigation plan has been completed by inspecting the school district vehicles and related records within 15 days of notification by Anaheim that the mitigation plan is completed. ARB must agree with Anaheim that the fleet is in compliance before the penalty will be considered paid in full. If Anaheim is unable to complete its obligations by June 30, 2020, Anaheim will issue payment in the amount of \$171,000 to ARB to the ARB's Air Pollution Control Fund. (APCF).
- (4) ANAHEIM shall submit proof of compliance with the Truck and Bus Regulation (as codified in title 13 CCR, section 2025) by June 30, 2020, to **Mr. Randy M. Rhondeau, Air Pollution Specialist, California Air Resources Board, Enforcement Division, P.O. Box 2815, Sacramento, California 95812.**

**Please submit the signed settlement agreement and any future mailings or documents required per the terms of this Settlement Agreement to:**



**Mr. Randy M. Rhondeau, Air Pollution Specialist  
Air Resources Board, Enforcement Division  
P.O. Box 2815  
Sacramento, CA 95812**

**Please send the payment along with the attached “Settlement Agreement Payment Transmittal Form” (Attachment A) to:**

**California Air Resources Board  
Accounting Office  
P.O. Box 1436  
Sacramento, California 95812-1436**

- (5) If the Attorney general files a civil action to enforce this settlement agreement, ANAHEIM shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorney's costs and costs.
- (6) It is further agreed that the penalties described in “Terms and Release”, paragraph 1 are punitive in nature, rather than compensatory. Furthermore, the penalty is intended to deter and punish ANAHEIM for violations of state environmental statutes, and these penalties are payable to and for the benefit of ARB, a governmental unit. Therefore, it is agreed that these penalties imposed on ANAHEIM by ARB arising from the facts described in recital paragraphs (1) – (6) are non-dischargeable under 11 United States Code § 523 (a)(7), which provides an exception from discharge for any debt to the extent such debt is for a fine, penalty or forfeiture payable to and for benefit of governmental unit, and is not compensation for actual pecuniary loss, other than certain types of tax penalties.
- (7) ANAHEIM shall not violate HSC sections 43701 *et seq.*, 44011.6 *et seq.*, and title 13 CCR, sections 2025 *et seq.*
- (8) ANAHEIM shall complete Low NOx Software Upgrades (reflash) on all applicable heavy-duty diesel engines operating in California and report to the ARB within 45 days of this agreement.
- (9) Each 1974 or newer diesel powered heavy-duty vehicle in the ANAHEIM fleet shall comply with the emission control label (ECL) requirements set forth in the title 13 CCR section 2183(c).
- (10) ANAHEIM shall instruct all employees who operate diesel-fueled vehicles to comply with the idling regulations set forth in title 13 CCR section 2485, within 45 days of this Agreement.
- (11) This Agreement shall apply to and be binding upon ANAHEIM, and its officers, directors, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations and upon ARB and any

successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement.

- (12) This Agreement constitutes the entire agreement and understanding between ARB and ANAHEIM concerning the subject matter hereof, and supersedes and replaces all prior negotiations and agreements between ARB and ANAHEIM concerning the subject matter hereof.
- (13) No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all parties to this Agreement.
- (14) Severability. Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect.
- (15) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice-of-law rules.
- (16) This Agreement is deemed to have been drafted equally by the Parties; it will not be interpreted for or against either party on the ground that said party drafted it.
- (17) Senate Bill 1402 (Dutton, Chapter 413, statutes of 2010) requires the ARB to provide information on the basis for the penalties it seeks (see Health and Safety Code section 39619.7). This information, which is provided throughout this settlement agreement, is summarized here:

**The manner in which the penalty amount was determined, including a per unit or per vehicle penalty.**

Penalties must be set at levels sufficient to discourage violations. The penalties in this matter were determined in consideration of all relevant circumstances, including the eight factors specified in HSC sections 42403 and 43024.

Truck and Bus Violations

The per unit penalty for the Truck and Bus violations involved in this case is a maximum of \$1,000 per vehicle per day for strict liability violations or \$10,000 per vehicle per day for negligent or intentional violations.

The penalty obtained for the Truck and Bus violations involved in this case for failure to meet the requirements of the school bus compliance schedule is \$171,000.00 or \$3,000.00 per violation for 57 buses.

**The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.**

Truck and Bus Violations

The penalty provision being applied for the Truck and Bus regulation (title 13 CCR, section 2025) violations in this case is HSC section 39674 because the Truck and Bus regulation is a Toxic Air Contaminant Control Measure adopted pursuant to authority contained in HSC section 39002 et seq., 39650-39675 and because ANAHEIM failed to bring their diesel fleet into compliance by the deadlines set forth in title 13 CCR, section 2025(k)(1).

**Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and, if so a quantification of excess emissions, if it is practicable to do so.**

Truck and Bus Violations

The provisions cited above do prohibit emissions above a specified level of g/hp-hr. However, since the hours of operation of the non-compliant trucks involved and their individual emission rates are not known, it is not practicable to quantify the excess emissions.

- (18) ANAHEIM acknowledges that ARB has complied with Senate Bill 1402 in prosecuting or settling this case. Specifically, ARB has considered all relevant facts, including those listed at HSC section 43024, has explained the manner in which the penalty amount was calculated, has identified the provision of law under which the penalty is being assessed and has considered and determined that this penalty is being assessed under a provision of law that prohibits the emission of pollutants at a specified level.
- (19) Penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance, the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar cases, and the potential costs and risk associated with litigating these particular violations. Penalties in future cases might be smaller or larger on a per unit basis.
- (20) The penalty was based on confidential settlement communications between ARB and ANAHEIM that ARB does not retain in the ordinary course of business either. The penalty is the product of an arms length negotiation between ARB and ANAHEIM and reflects ARB's assessment of the relative strength of its case against ANAHEIM, the desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and

remove any unfair advantage that ANAHEIM may have secured from its actions.

(21) Now therefore, in consideration of the payment on behalf of ANAHEIM to the California Air Pollution Control Fund, the ARB hereby releases ANAHEIM and their principals, officers, agents, predecessors and successors from any and all claims, the ARB may have or have in the future based on the circumstances described in paragraph (1) through (6) of the Recitals. The undersigned represent that they have the authority to enter into this Agreement.

**California Air Resources Board**

By: \_\_\_\_\_

Name: Richard W. Corey

Title: Executive Officer

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

**Anaheim Union High School District**

By: \_\_\_\_\_

Name: Jennifer Root, Ed.D.

Title: Assistant Superintendent, Business

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

**ATTACHMENT A**

**Settlement Agreement Payment Transmittal Form  
Due Date: June 30, 2019**

<b>Date:</b> September 23, 2019	<b>CARB Case #:</b> HDD-2011-0137	<b>CARB Program Category:</b> #61-Diesel Fleet Investigations
<b>Company:</b> Anaheim Union High School District		
<b>Settlement Total Amount:</b> \$ 171,000.00	<b>Accounting Return Copy to:</b> Randy M. Rhondeau, Enforcement Division	

Upon execution of this Agreement, the sum of one hundred seventy-one thousand dollars (\$171,000.00) shall be paid on behalf of Anaheim Union High School District if compliance is not completed by June 30, 2020, as follows:

- \$171,000.00 payable to the **Air Pollution Control Fund**

<p><b>Attach Check Here</b></p> <p><input type="checkbox"/> Or if paying by credit card, please check this box and also complete the attached Credit Card Payment Form (also located at <a href="http://www.arb.ca.gov/enf/edforms/creditcard_english.pdf">www.arb.ca.gov/enf/edforms/creditcard_english.pdf</a>)</p> <p><input type="checkbox"/> Or if paying by wire transfer, please check this box and use the following wire transfer information:  State of California Air Resources Board  c/o Bank of America, Inter Branch to 0148  <b>Routing No. 0260-0959-3 Account No. 01482-80005</b>  Notice of Transfer: Asha Sharma Fax: (916)322-9612  Reference: CARB Case #  Wire Transfer Fee: Vendor is responsible for any bank charges incurred for processing wire transfers.</p>
--

**Please submit this form by  
June 30, 2020 to:**

**California Air Resources Board  
Accounting Office  
P.O. Box 1436  
Sacramento, California 95812**

**For Overnight Shipping (i.e. FedEx):**

**California Air Resources Board  
Accounting Office  
1001 "I" Street  
Floor 20, Room 20-25  
Sacramento, California 95814**

The Board of Trustees acts as an agent of the people of the Anaheim Union High School District and recognizes the need for planned, systematic, and effective collaboration, partnerships, and open communication with all students, families/guardians, community members, and other district stakeholders. To achieve these goals, all available techniques and efforts shall be selectively utilized to promote outreach, partnership, and communication of information relating to the plans, programs, challenges and operations of the district. In addition, plans shall be implemented to actively engage the district's internal and external audiences, and whenever appropriate, to involve them in the decision-making process and to seek their input.

1. Governing Principles

- a. The Board, Superintendent, and district faculty and staff shall make every effort to promote an authentic spirit of cooperation between the district, other local governments, community-based organizations, and non-profit organizations, and to encourage the sharing of responsibility for the quality of education. Each district employee has a responsibility for improving relationships, communication, and partnerships between the schools and the community.

2. Governing Practices

- a. Open Communication. An atmosphere shall be maintained to foster open communication between the Board, administration, faculty and staff, parents/guardians, students, and the community as a vital force in the continuing improvement of the district. Definite steps shall be taken to maintain effective and authentic communication within the district, fostering an atmosphere of mutual purpose.
- b. Board Meetings. The Board encourages attendance by all members of the community at meetings of the Board and its committees. Opportunities for public comment shall be available at all such publicly posted meetings. The district complies with the Ralph M. Brown Act, including public posting of Board meetings.
- c. Family and Community Engagement. The Board encourages families/guardians to become actively involved in the Board's work, to monitor progress in implementing the district's strategic plan, and to improve collaboration with all stakeholders. The district supports the establishment of family and engagement teams at each school to promote family and community engagement in school activities.

(cf. 91300 (6020) Parent and Family Engagement)

- d. Students. The Board values the input of students throughout the district and encourages student involvement. Structures will be implemented and maintained

to integrate and solicit the opinions and advice of students in order to strengthen the learning environment.

- e. Community Engagement. The district shall establish and maintain collaboration with local governments, community-based organizations, non-profit organizations, and businesses to increase partnerships and leverage resources for our students, families, and community members. The district will also maintain all modes of communication so that all segments of the community are informed of policies, programs, and goals of the district. To achieve these goals, working with and supported by district staff, principals will be encouraged to assume a leadership role in coordinating community groups to make their schools the center of neighborhood life. In concert, the district shall endeavor to involve the total community in all facets of the district's operations.

- i. A continuing effort shall be made to obtain input from the community about the district, its schools and programs. The district values constructive suggestions regarding its operations, policies and procedures. Some of the ways this input will be obtained include, but are not limited to, town hall meetings, Local Control Accountability Plan (LCAP) meetings, board meetings, surveys, and social media.
- ii. The Board, central administration, and individual schools shall maintain a cooperative working relationship with service agencies in the community committed to the welfare of young people to ensure that individual needs of students are met. The district is committed to partnering with those agencies to reach and provide service to underserved populations in AUHSD.

(cf. 91301 Parent-Teacher Association/Parent-Teacher-Student Association)

(cf. 9301 Advisory Committees)

(cf. 10142 Representatives to Other Agencies and Organizations)

- f. Access to Programs, Services, and Activities

- i. The district shall take appropriate steps to ensure that all members of the AUHSD community will have access to the information, services, and resources provided by the community schools.
- ii. The district shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination

unless the district can demonstrate that making the modifications would present an undue financial burden and/or fundamentally alter the nature of the service, program, or activity.

(cf. 8900 Nondiscrimination/Harassment)

(cf. 9701.01 Community Use of School Facilities)

Through this policy the district seeks to:

- a. Collaborate with the community to provide the necessary resources to our students, our families, and the community.
- b. Increase community support and political capital.
- c. Ensure access to the programs, activities and services of the district to all members of the community.

Board of Trustees

Board Approved: TBD

E



## Memorandum of Understanding

Between Anaheim Union High School District and Orange County Labor Federation

This memorandum of understanding is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

**Anaheim Union High  
School District**  
Jaron Fried, Assistant Superintendent  
Educational Services  
Contact Person (Title)

501 Crescent Way  
Anaheim, CA 92801  
Address

(714)999-3557  
Phone Number

**Orange County Labor Federation  
(OCLF)**  
Gloria Alvarado, Executive Director

309 North Rampart St.  
Orange, CA 92868  
Address

(714)385-1534  
gloria@oclabor.org

www.oclabor.org  
Phone Number/Email

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to maintain an effective working relationship established between the Orange County Labor Federation (OCLF) and Anaheim Union High School District (AUHSD).

The purpose of the Orange County Labor Federation Civic Leadership Academy is to partner in providing education courses to prepare parents for civic engagement, community relationship building, and development.

**II. Term:**

The term of this agreement shall be for one year, October 11, 2019, through June 30, 2020.

**III. Scope of Work:**

A. OCLF shall provide the following services at no charge to the AUHSD:

1. A minimum of 10 civic leadership sessions of the OCLF's Civic Leadership Academy program, administered in a 10-week program consisting of 2-hour classes.
  - a. Sessions will consist of lectures, introductions, testing, guest speakers, along with time reserved for question and answer.
  - b. Session will feature a distribution of informational materials and assignments.
2. Qualified, experience facilitators to administer the sessions with accompanying materials.

- B. The school shall provide the following at no charge to the Federation:
1. Classroom space for facilitators.
  2. A classroom period for lecture per each class.

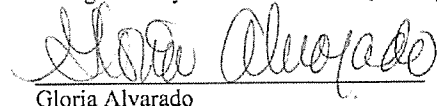
**IV. Termination**

This Memorandum of Understanding shall be effective upon approval of both parties shown below and as dated by both parties. This agreement may be renewed annually by a new document with term, modifications as needed and affixed signatures and dates. Should this Memorandum of Understanding require modification, such changes shall only be added by mutual agreement by both parties. This Memorandum of Understanding may be terminated by either party by issuing a written Notice of Termination (30 day's written notice) delivered by email or mail.

Anaheim Union High School District

Orange County Labor Federation (OCLF)

\_\_\_\_\_  
Jaron Fried  
Asst. Superintendent, Education  
Services

Orange County Labor Federation (OCLF)  
  
\_\_\_\_\_  
Gloria Alvarado  
Executive Director

10/10/19  
Date.

9/16/2019  
Date



California Collaborative for Educational Excellence



**MARIN COUNTY**  
OFFICE OF EDUCATION  
building the future... one student at a time

## 2019-20 COMMUNITY ENGAGEMENT INITIATIVE PEER LEADING AND LEARNING NETWORK (PLLN) AGREEMENT

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the Anaheim Union High School District (“DISTRICT”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as “PARTIES.”

### Background

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the California Collaborative for Educational Excellence, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications (“RFA”), the California Department of Education (“CDE”) and the CCEE, with approval from the executive director of the State Board of Education (“SBE”) selected the San Bernardino County Superintendent of Schools (“SBCSS”), Families in Schools (“FIS”), and the California Association for Bilingual Education (“CABE”) as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to coadminister the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, schoolsite staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities

consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and cofacilitate a professional learning network for no less than three years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to cofacilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams, including DISTRICT, represent the following school districts:

- Anaheim Union High School District
- Azusa Unified School District
- Cajon Valley Union School District
- East Side Union High School District
- Ontario-Montclair School District
- Oxnard School District

**The PARTIES hereby agree as follows:**

**SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT**

- A. Peer Leading and Learning Network. DISTRICT agrees to participate in the PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:
- Organizing a team to participate in the PLLN through June 30, 2022, with a minimum of eight meetings per year (four in-person meetings and four virtual meetings). DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all DISTRICT TEAM MEMBERS no later than September 15, 2019. All DISTRICT TEAM MEMBERS shall participate in all in-person and virtual PLLN meetings.

- If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
  - If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or this AGREEMENT should be terminated. If DISTRICT TEAM misses two meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
- Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to, all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
  - Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to, surveys and reflection documents.
  - Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any PLLN meeting.
  - Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
  - Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
  - Partnering with other communities and school districts on improving community engagement.
  - Actively supporting the mission, vision, values and goals of the PLLN.
  - Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN.
  - Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant.
- B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN

participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.

- C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.
- D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.
- E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- F. Insurance. DISTRICT shall maintain in force at all times during the satisfaction of this AGREEMENT, insurance policies evidencing coverage during the entire term of this AGREEMENT.
- Commercial General Liability: one million dollars (\$1,000,000) combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of the DISTRICT in the performance of the work herein provided.
  - Automobile Insurance: equal to state minimum requirements shall be obtained. DISTRICT shall maintain automobile insurance coverage in the minimum amounts required by law for each vehicle(s) used in the satisfaction of this AGREEMENT covering any personal or

property damage which may arise in or out of this contractual obligation and shall provide proof of coverage upon request.

Commercial General Liability insurance policies shall name, or be endorsed to name, the Marin County Superintendent of Schools on behalf of the California Collaborative for Education Excellence as additional insured for the purpose of this AGREEMENT. Any DISTRICT that participates in a Joint Powers Agency self-funding insurance pool program will be deemed to have satisfied its Commercial General Liability obligations under this Paragraph. DISTRICT must provide evidence of conformity to Commercial General Liability insurance policy endorsement to the satisfaction of the Administrative Agent/CCEE.

- G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, and other non-district employees on the TEAM, participating in the PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Analyst at [ap\\_ccee@ccee-ca.org](mailto:ap_ccee@ccee-ca.org). Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings completed during that quarter (e.g, by October 30, 2019 for meeting completed between July 1, 2019, and September 30, 2019). The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period.

Each invoice shall be accompanied by

- (1) Agenda(s) for the PLLN meeting(s) held in the relevant quarter; and
- (2) Completed sign-in sheets for the PLLN meeting(s), including the signatures of all participants.

The invoice shall state the total amount for the invoice. If requested by Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

In addition, as set forth in Section II.B below, DISTRICT may submit requests for reimbursement of specified actual, reasonable and necessary travel expenses after each PLLN meeting.

## **SECTION II: Privileges and Obligations of CCEE/Administrative Agent**

- A. Funding. In accordance with the invoicing provisions and requirements set forth in Section I(G) above, CCEE/Administrative Agent shall provide DISTRICT up to \$11,000, including \$1,000 in the first quarter to defray some of the start-up costs of participation in the PLLN, and \$1,250 for satisfactory participation in each PLLN meeting. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT.
- B. Additional Costs. Notwithstanding Paragraph A, CCEE/Administrative Agent will reimburse DISTRICT for the following actual, reasonable and necessary related travel expenses for identified DISTRICT TEAM MEMBERS to attend PLLN meetings, which DISTRICT shall certify to the CCEE and submit along with original, itemized receipts pursuant to the CCEE Travel Policy: lodging, car rental, bus fare, train fare, airfare if travel is over 125 miles, transportation to and from the in-person PLLN meeting site, and street parking. Lodging costs should not exceed amounts reasonable for the job site area determined pursuant to applicable CalHR regulations. DISTRICT may not claim lodging expenses for

travelers within 50 miles of their home or headquarters. All lodging expenses must be pre-approved by CCEE staff to be eligible for reimbursement. Each mileage reimbursement request must include a clear printout of a map with total mileage driven for travel. Reported mileage is reimbursed at the current Internal Revenue Service rate. The sum of all reimbursement payments to DISTRICT pursuant to this paragraph shall not exceed \$10,000.

- C. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

### **SECTION III: Further agreement by all PARTIES**

- A. Term. The term of this AGREEMENT shall be from July 1, 2019 through June 30, 2020.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.
- D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.
- E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. Force Majeure.



1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
  2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.
- H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

- I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

<u>DISTRICT</u>	<u>CCEE</u>	<u>Administrative Agent</u>
Anaheim Union High School District	California Collaborative for Educational Excellence	Marin County Office of Education
Attn: Manuel Colon and Joseph Carmona	Attn: Siulan Morales	Attn: Brooks Allen
501 N. Crescent Way	47-110 Calhoun Street	1111 Las Gallinas Avenue
Anaheim, CA 92801	Indio, CA 92201	San Rafael, CA 94903
(714) 999-3579	<a href="mailto:smorales@ccee-ca.org">smorales@ccee-ca.org</a>	<a href="mailto:ballen@marinschools.org">ballen@marinschools.org</a>
<a href="mailto:colon_m@auhsd.us">colon_m@auhsd.us</a>		
<a href="mailto:carmona_jo@auhsd.us">carmona_jo@auhsd.us</a>		

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.
- K. Litigation Costs. Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- M. Authority to Enter into Agreement. Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.
- N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
- O. Counterparts and Electronic Signatures. This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date hereof.

**Administrative Agent**

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

Printed Name and Title: Terena Mares, Deputy Superintendent

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

**California Collaborative for Educational Excellence**

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

Printed Name and Title: Thomas Armelino, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

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

Printed Name and Title: Sujie Shin, Deputy Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

**DISTRICT**

Signature: \_\_\_\_\_ Date: 10/11/19

Printed Name and Title: Dr. Jaron Fried, Asst. Superintendent, Ed. Division

Address: 501 Crescent Way Anaheim, CA 92801

City: Anaheim State: CA Zip Code: 92801

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

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this:

10 <sup>th</sup>	day of	October	2019
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by and between

Carnegie Learning

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

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

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

and

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

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Carnegie Learning will provide professional learning activities for mathematics teachers including in-classroom support, demonstration lessons, content workshops, implementation workshops, and research analysis and support.

Site/School:	All junior high schools as well as Gilbert High	Funds (Cost Center):	Title II (3990) LPSBG (4255) CSI (3610)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	October 11, 2019
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the

result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Consultants will be provided with the facilities to conduct the training.

5. District shall pay Consultant the maximum amount of

\$185,000

for services rendered

to # of people:	70 mathematics teachers	# hours per day:	Hours will vary by date	# of days:	Minimum 30 days of support
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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:

Carnegie Learning master practitioners will build relationships with teachers in order to help students achieve success and promote high quality implementation of the curriculum. These practitioners will model all phases of instruction including planning, implementation, and reflection. Content workshops will expand teachers' understanding of mathematical content and pedagogy.

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

Carnegie Learning has tailored math solutions that effectively supports teachers, affects student outcomes, and provides ongoing data to help inform decisions and document success.

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

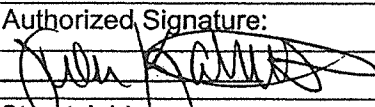
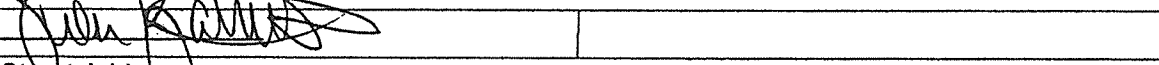
No technical support is required.

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

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

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- 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):	
Carnegie Learning	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Julie Katruska - CFO	Dr. Jaron Fried
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
501 Grant Street, Suite 1075	501 N. Crescent Way, P.O. Box 3520
City, State, Zip Code	
Pittsburgh, PA 15219	Anaheim, CA 92803-3520
Date:	
9/25/19	

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

	25-1805640
--	------------

\*Or, initial below:

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

Telephone Number:

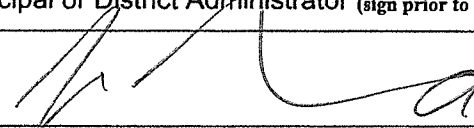
E-mail Address:

724 816 9033	jkatraska@carnegielearning.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	9/25/19
:		:	





## AGREEMENT BETWEEN SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

### BACKGROUND:

South Coast Air Quality Management District (South Coast AQMD) is the air pollution control agency for all of Orange County and the urban portions of Los Angeles, Riverside and San Bernardino Counties. South Coast AQMD engages in a number of community-based approaches to educate residents on air quality issues in the South Coast and Coachella Air Basins. In 2019, South Coast AQMD established the Why Healthy Air Matters (WHAM) High School Air Quality Education program.

### PROGRAM GOAL:

South Coast AQMD seeks to partner with AUHSD officials and administrators by providing high schools with the opportunity to participate in the WHAM program to provide teachers and students information on local air quality issues through a hands-on curriculum developed by Sonoma Technology Inc., called Kids Making Sense®. South Coast AQMD will provide the air quality curriculum as deemed appropriate by South Coast AQMD, through the WHAM Program, to inform and educate students on topics related to air pollution including technology, data analysis and analytical thinking. The program will achieve its goals by partnering with schools and school districts in each county within South Coast AQMD's jurisdiction (Los Angeles, Orange, Riverside and San Bernardino) to implement the WHAM Program in selected classroom(s) within participating schools,

South Coast AQMD will provide **AUHSD** with one South Coast AQMD staff volunteer to assist in the teaching of one class period per unit at each participating school. **AUHSD** may choose to teach the Kids Making Sense® curriculum in additional classrooms at each participating school without the assistance of a South Coast AQMD staff volunteer, if desired. The curriculum contains several units to provide educational information to instructors and students, as deemed appropriate by South Coast AQMD, on air pollution, air monitoring technology, data analysis, how pollution affects public health, discussion on solutions and on South Coast AQMD's responsibilities as the air pollution control agency for the South Coast and Coachella Air Basins.

This Agreement between South Coast AQMD and **AUHSD** outlines the common goals for this partnership, which is to provide an educational opportunity for students of **AUHSD**. This Agreement is intended to provide for the coordination of South Coast AQMD to implement the WHAM Program within schools at **AUHSD**. South Coast AQMD and Partner agrees to the following details:

### TERMS OF AGREEMENT:

The Partner will support South Coast AQMD's efforts by completing the following:

- Select instructor and class to host the WHAM program;
- Require that a credentialed classroom teacher remain in the classroom at all times when the South Coast AQMD staff volunteer is present;
- Allow instructor to view the WHAM training video on Kids Making Sense® , for up to six hours, to be completed before the start of the program;

- Upon conclusion of the program, require instructor to complete a written evaluation of the program;
- Upon conclusion of the program, facilitate the return of the Kids Making Sense® Kit to South Coast AQMD; and
- Participate in conference calls with South Coast AQMD and/or South Coast AQMD contractor to assist in the implementation of the WHAM Program at schools within the school district, as requested by South Coast AQMD.

As consideration for these efforts, South Coast AQMD agrees to:

- Provide one South Coast AQMD staff volunteer to assist in the teaching of one class period per unit at each selected school, not to exceed 10 hours total of classroom time over a period of one academic year;
- Not collect, access or use students' personal data during the course of the WHAM program;
- Provide school instructors with a training video on the WHAM program on Kids Making Sense®;
- Lend each participating school one Kids Making Sense® Kit; and
- Provide the supplies and materials needed to successfully implement the program, as determined by South Coast AQMD.

This Agreement may be terminated upon 10-days written notice without cause or penalty, by either party. Upon termination by either party, the Kids Making Sense® Kit should be returned to South Coast AQMD by means agreeable to both parties within 10-days.

As agreement to these terms, Partner will complete this form by email it to Monika Kim at [mkim@aqmd.gov](mailto:mkim@aqmd.gov) or by mail to Attn: Monika Kim, South Coast Air Quality Management District, 21865 Copley Drive, Diamond Bar, CA, 91765. Should you have any questions, please contact Monika Kim, Senior Public Information Specialist, at 909-396-2342.

Name: Dr. Jaron Fried

Title: Assistant Superintendent, Educational Services Division

School: Anaheim Union High School District

Address: 501 Crescent Way Anaheim, CA 92801

Telephone: 714-999-3557 Email: fried\_ja@auhsd.us

Signature: \_\_\_\_\_ Date: 10/10/19

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

<b>School:</b>	Cypress High	<b>Date of Application:</b>	8/19/19
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Dual Enrollment Club
----------------------

**Purpose of the group (Please describe thoroughly):**

To enhance the quality of education by making students aware of college and help them take the next steps toward college readiness.
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**Frequency of group meetings:**

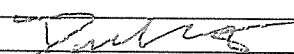
Weekly
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**Proposed meeting day, time and location:**

Day:	Tuesdays	Time:	Lunch	Location:	Room 212
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Applicant's Signature:		Date:	8/19/19
Printed Name:	Mitali Jain		

Advisor's Signature:		Date:	8/19/19
Printed Name:	Mike Franks		

Principal's Signature:		Date:	8/20/19
Printed Name:	Daniel Klatzker		

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

Assistant Superintendent's Signature:		Date:	9/30/19
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Following approval, the completed application will be returned to the school principal.

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

<b>School:</b>	Cypress	<b>Date of Application:</b>	8/15/19
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:**

H.O.P.E Club
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**Purpose of the group (Please describe thoroughly):**

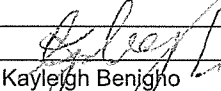
To help other people who are less fortunate through community involvement and volunteering at various organizations that help families and senior citizens.
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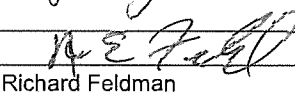
**Frequency of group meetings:**

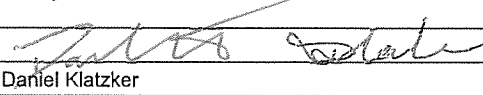
Weekly
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**Proposed meeting day, time and location:**

<b>Day:</b>	Fridays	<b>Time:</b>	Lunch	<b>Location:</b>	Room 504
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<b>Applicant's Signature:</b>		<b>Date:</b>	8/15/19
<b>Printed Name:</b>	Kayleigh Benigno		

<b>Advisor's Signature:</b>		<b>Date:</b>	8/15/19
<b>Printed Name:</b>	Richard Feldman		

<b>Principal's Signature:</b>		<b>Date:</b>	8/16/19
<b>Printed Name:</b>	Daniel Klatzker		

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

<b>Assistant Superintendent's Signature:</b>		<b>Date:</b>	9/20/19
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Following approval, the completed application will be returned to the school principal.

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

<b>School:</b>	KATELLA HIGH SCHOOL	<b>Date of Application:</b>	9/16/19
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Esports Club
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**Purpose of the group:**

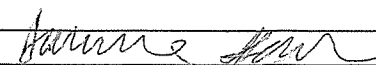
<p>The purpose of having the Esports Club here at Katella is to allow students to be involved in the Esports community and improve on 21st century technological skills. Students will be able to participate in tournaments and foster skills in technology in connection to the school, to the district, and to the Esports community as a whole. The students at Katella will participate in in-game tournneys in an attempt to nurture their skills and use them in tournneys that are run by the district. Aside from these tournaments, we would like for the club to serve as an outlet for people, allowing them to enjoy gaming inside the school, and participate in the gaming community. By doing so, not only do we allow students at the school to immerse in gaming, but also allow them to learn valuable skills that will set them up for success in the future. Students will learn how to strategically think, understand the importance of collaboration, set goals, and learn how to both manage success and failure. I want this group not only to be represented as a club, but also as a close-knit community who enjoy the same interests. I want our community to be one where everyone can learn and grow off each other.</p>
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**Frequency of group meetings:**


<p>Meetings will be held every Monday for approximately one to one and a half hours. These meetings will serve as practice days, a place for students to casually converse as well as game, and updates on upcoming events such as tournneys. Every two months, Fridays will also be held at the same time for schoolwide tournneys.</p>
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**Proposed meeting day, time and location:**

<b>Day:</b>	Every Monday	<b>Time:</b>	2:37 pm-4:00 pm	<b>Location:</b>	Room 372 at Katella High School
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<b>Applicant's Signature:</b>		<b>Date:</b>	9/19/19
<b>Printed Name:</b>	Jasmine Kann		

Advisor's Signature:		Date:	09/09/19
Printed Name:	Andrew Banderas		

Principal's Signature:		Date:	9/10/19
Printed Name:	Ben Carpenter, Principal		

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

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Assistant Superintendent's Signature:		Date:	10/1/19
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Following approval, the completed application will be returned to the school principal.

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

<b>School:</b>	Magnolia High School	<b>Date of Application:</b>	4/24/19
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

AUsome Sentinels
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**Purpose of the group:**

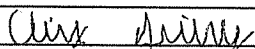
The purpose of the group will be to organize activities and event for students in the general population and students in the Autism Focus program. These activities will encourage positive social relationships, encourage friendships, and teach recreation and leisure activities to improve the quality of life.
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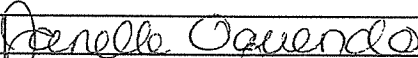
**Frequency of group meetings:**


Weekly
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**Proposed meeting day, time and location:**

Day:	Friday	Time:	12:15 PM	Location:	Room 502
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Applicant's Signature:		Date:	4-24-19
Printed Name:	Christopher Jimenez		

Advisor's Signature:		Date:	4/24/19
Printed Name:	Janelle Oquendo		

Principal's Signature:		Date:	
Printed Name:	Daphne Hammer		

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

Assistant Superintendent's Signature:		Date:	4/1/19
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Anaheim Union High School District  
 Education Division  
**APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION**

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

<b>Name of Organization:</b> Cyber Club	<b>School:</b> Magnolia
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**Name(s) of student(s) making application:**  
Singing Coyote Mesa

**Staff Sponsor(s):**  
Jamie Keledjian

**List purposes, objectives, and activities of organization** (attach copy of Constitution and By-Laws)  
Educate students about all things cyber related.

**Proposed meetings:**  

<b>Day(s):</b> Thursdays	<b>Time(s):</b> Lunch	<b>Location:</b> Rm 802
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**Special equipment?**  No  Yes – Describe:  
 \_\_\_\_\_

**Qualifications for membership, if any:**  
None

**How are officers elected?** **Term?**  
Vote Yearly

**State relationship to curriculum and/or instructional program of the district, and describe** how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

This club will be related to our Cybersecurity Pathway at Magnolia HS. This club will delve deeper into issues regarding information security and the Internet of Things. Club will also explore projects dealing with cybersecurity and the defense of systems.


**Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:**

Adviser will oversee cyber events, plan promotion of club, guide direction of the club, etc

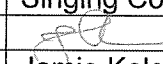
**Will this organization be raising funds for any purpose?**  No  Yes – Describe how funds will be raised and for what purpose:

Club fieldtrips and project materials; competition fees if needed.

The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:

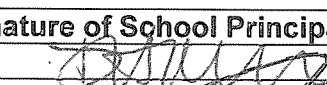
**Signature of student making application:** 


**Printed name of student making application:** Singing Coyote Mesa

**Signature of faculty sponsor:** 

**Printed name of faculty sponsor:** Jamie Keledjian

**Faculty sponsor:** I have reviewed this application and  
 the application is complete  the Constitution/By-Laws are attached  
 the application is not complete (explain):  
 \_\_\_\_\_

**Signature of School Principal:**  **Date:** 8-28-19

**Signature of Assistant Superintendent of Education:**  **Date:** 10/1/19

**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**  
 CLICK AND ENTER DATA

<b>School:</b> Oxford Academy	<b>Date of Application:</b> 09-18-19
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

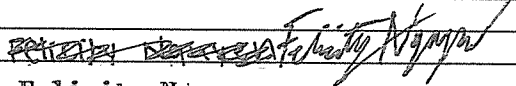
**Name of proposed group:**  
 Cartooning Club

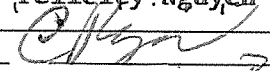
**Purpose of the group (Please describe thoroughly):**  
 Our purpose is to teach different forms of cartooning and storyboarding as well as character development.  
 (Continued explanation on next page.)

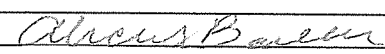
**Frequency of group meetings:**  
 Once a week

**Proposed meeting day, time and location:**

Day:	Tuesday	Time:	11:15-45	Location:	Oxford Academy
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Applicant's Signature:		Date:	9/19/19
Printed Name:	Felicity Nguyen		

Advisor's Signature:		Date:	9/19/19
Printed Name:	Christopher Nguyen		

Principal's Signature:		Date:	9/25/19
Printed Name:	Alicia Baillie		

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

Assistant Superintendent's Signature:		Date:	10/1/19
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Following approval, the completed application will be returned to the school principal.

**Continuation of the Purpose of the Group:**

With these skills, we plan to have long term projects such as self-published comic books or online comic strips to encourage creativity and bonding through shared passions of drawing and writing. We also plan to give away comic books or funds to places like libraries or children's hospitals to promote the importance of reading and inspire others to take full advantage of all creative and artistic abilities.

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

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	4/10/2019
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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:**

Military Club
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**Purpose of the group (Please describe thoroughly):**

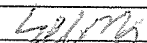
To educate others about the military and opportunities offered through military related activities, as well as bring students closer to local veterans and participate in fundraisers to help military and veteran related causes.
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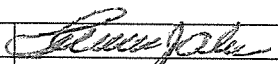
**Frequency of group meetings:**

Once a week
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**Proposed meeting day, time and location:**

<b>Day:</b>	Wednesday	<b>Time:</b>	Lunch	<b>Location:</b>	Room 902 (Mr. Alonso's room)
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<b>Applicant's Signature:</b>		<b>Date:</b>	4/22/19
<b>Printed Name:</b>	Sebastien Bautista		

<b>Advisor's Signature:</b>		<b>Date:</b>	5/2/19
<b>Printed Name:</b>	Francisco Alonso/David Kim		

<b>Principal's Signature:</b>		<b>Date:</b>	7/30/19
<b>Printed Name:</b>	Alicia Baillie		

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

<b>Assistant Superintendent's Signature:</b>		<b>Date:</b>	8/19/19
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Following approval, the completed application will be returned to the school principal.

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

<b>School:</b>	Dale Jr. High	<b>Date of Application:</b>	8/6/19
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:**

Latin Dance
-------------

**Purpose of the group (Please describe thoroughly):**

To provide students with exposure to different Latin music and rhythmic performance skill.

**Purpose Of The Latin Dance Club:**

- Introduce students to various Latin sounds
- Teach dance steps to salsa, bachata, cumbia, and other Latin music
- Choreograph dance routines
- Perform dance routines
- Foster collaboration and groups work through music and dance
- Community involvement

**Frequency of group meetings:**

Once a week after school with occasional Saturday practices as needed.
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**Proposed meeting day, time and location:**

<b>Day:</b>	Thursday	<b>Time:</b>	2:20 – 3:20	<b>Location:</b>	TBD
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<b>Applicant's Signature:</b>	<i>Jullisa Aldino</i>	<b>Date:</b>	8/28/19
<b>Printed Name:</b>	Jullisa Aldino		

<b>Advisor's Signature:</b>	<i>Patricia Ibarra</i>	<b>Date:</b>	8/6/19
<b>Printed Name:</b>	Patricia Ibarra		

<b>Principal's Signature:</b>	<i>Lorena Moreno</i>	<b>Date:</b>	
<b>Printed Name:</b>	Lorena Moreno		

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

Assistant Superintendent's Signature:		Date:	10/4/19
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Following approval, the completed application will be returned to the school principal.

Tentative Agreement  
Between the  
American Federation of State, County, and Municipal Employees, Local 3112  
and the  
Anaheim Union High School District  
September 10, 2019

**Salary**

Effective July 1, 2018, the 2018-19 salary schedule shall be increased by 1.75%

**Health and Welfare Benefits**

The MOU for 2019, dated September 19, 2018, will be attached to the Agreement as the new Attachment H.

**Appendix E**

The parties through their designated representatives will continue to meet and confer pertaining to Appendix E and the PERB proceeding.

**Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours**


The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following between the parties pertaining to the implementation of a Bus Driver Minimum Work Day Guarantee of 5 Hours.

A committee consisting of up to 4 representatives each will meet monthly, or more as needed, throughout the 2019-20 school year with the goal of developing contract language to be implemented during the 2020-21 and 2021-22 school year. During negotiations in the 2021-22 school year, there will be an automatic reopener to review the recommendations of the committee for inclusion in the collective bargaining agreement beginning with the 2022-23 school year.

- This pilot program will begin in the month following ratification of the tentative agreement between AUHSD and AFSCME for the remainder of the 2019-20 school year and will continue as a pilot program during the 2020-21 and 2021-22 school years. The four senior bus drivers will continue their 8-hour work day.
- Bus drivers will be brought up to the minimum guaranteed hours with trips and/or related

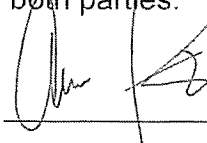
- duties that will be assigned between the hours of 5:30 a.m. and 4:30 p.m.
- Drivers who turn down extra trips or related duties will have that time counted towards the minimum guarantee of hours.
  - During the pilot period, the District will continue to utilize equalization language, subject to revisions recommended by the committee. The four senior, 8-hour drivers are not included in equalization except for football assignments. No senior bus driver shall receive an extra hour assignment until all drivers have had the opportunity to work an eight-hour day.
  - During the pilot period, no grievance shall be filed related to Article 15.
  - During the pilot program, seniority rotation, not equalization will govern work volunteered for during winter recess, Thanksgiving, spring recess holiday periods, ESY and when school is closed.

This tentative agreement concludes all 2018-19 reopener negotiations. This tentative agreement will be recommended for ratification by both parties.



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Brad Jackson  
Assistant Superintendent  
Human Resources



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Adrian Prieto  
President  
AFSCME, AFL-CIO, Local 3112  
(Council 36)

**Memorandum of Understanding between  
AFSCME Local 3112 and the Anaheim Union High School District  
October 2, 2019**

It is hereby agreed that the following contract language will be included in the Collective Bargaining Agreement upon ratification of the Tentative Agreement.

FOR THE DISTRICT

By: \_\_\_\_\_

Brad Jackson  
Assistant Superintendent

FOR AFSCME

By: \_\_\_\_\_

Adrian Prieto  
President, Local 3112

Modify Article 11.7 "Longevity" to increase longevity pay an additional one and three quarter percent (1.75%) retroactively to July 1, 2018.

Add Article 11.12 Professional Growth Program as follows:

- 11.12.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employee providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.12.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.



Professional Growth Program approval forms are obtained and returned to the Human Resources Office—Classified. Unit members shall compete and submit their approval forms prior to beginning their course of study.

### 11.12.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance, and educational/technical assistance in their areas of expertise.

### 11.12.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.12.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2,3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one

or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

#### 11.12.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.12.5.1	District New Employee Orientation	3.0 units
11.12.5.2	District provided Health & Safety Training	3.0 units
11.12.5.3	First Aid/Adult CPR	3.0 units
11.12.5.4	Two Courses from one or both of the following groups:	6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

#### 11.12.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form “Application for Approval Coursework – Professional Growth” (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during the regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

#### 11.12.7 Additional Education Incentive Increments

After the Required Course Work described in 11.12.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee’s present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor’s Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

#### 11.12.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives.

Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of “C” or better) to be submitted to Anaheim Union High School District, Human Resources Office.

#### 1.12.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of the unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

#### 11.12.10 Criteria for Evaluation

The Division of Human Resources shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to opportunities within the District.

#### 11.12.11 Credit Calculation

- 11.12.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).
- 11.12.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.
- 11.12.11.3 All college credits or degree shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:
1. Middle State Association of Colleges and Schools (MSA)
  2. New England Association of Schools and Colleges (NEASC)
  3. Higher Learning Commission (HLC) (formerly North Central Association of Colleges and Schools (NCA))
  4. Northwest Association of Colleges and Schools (NAC)
  5. Southern Association of Colleges and Schools (SaCS)
  6. Western Association of Schools and Colleges (WASC) inclusive of the following:  
Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)  
Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human

Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

#### 11.12.12 The Professional Growth Committee

11.12.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, two (2) unit members, one (1) certificated member, and the Human Resource Classified Director, or designee. AFSCME Local 3112 shall appoint the unit members of the committee.

#### 11.12.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective volunteer mentors (see 11.12.3).
- b. Recommend additional or revised policy as necessary to the Superintendent and AFSCME Local 3112.
- c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
- d. Suggest topics of interest for District-wide in-service for unit members.

11.12.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.12.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, or the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

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

For the Period

July 1, 2018

to

June 30, 2021

Board Approved: October 11, 2018

Reopener Agreement for 2018-19  
Board Approved: Pending

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## ATTACHMENTS

A 2018-2019 Salary Schedule

B MOU: Bilingual Classification Pay (July 18, 2012)

Intentionally left blank (replaced by Appendix H)

D MOU: Transportation work assignments when Equalization is contractually not in effect (January 21, 2011)

E Understanding between District and AFSCME pertaining to Certain Articles in the Collective Bargaining Agreement

F MOU: Bus Driver Work Year

G MOU: Health and Welfare Plan Changes for 2017 Plan Year

H MOU: Health and Welfare Program Change for 2019 (September 19, 2018)

I MOU: Filling Benefited Vacancies for Food Service I Positions

J MOU: Range Adjustments (September 6, 2018)

K MOU: GPS/Zonar tracking devices and/or Videotape Cameras (June 6, 2017)

L MOU: Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

## AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July 2018, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the "District" or "Board" and the American Federation of State, County and Municipal Employees, Local 3112 (Council 36), whose address is 2111 W. Crescent Ave., Suite A, Anaheim, CA 92801, hereinafter referred to as the "Union" or "AFSCME".

## ARTICLE 1: RECOGNITION

The Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36) as the sole and exclusive representative of blue collared classified as described below:

### **INCLUDED**

Athletic Facilities Technician  
Athletic Facilities Worker I  
Athletic Facilities Worker II (Female)  
Athletic Facilities Worker II (Male)  
Auditorium Operations Assistant  
Auditorium Operations Technician  
Bus Driver  
Custodian  
Custodian-Athletic Facilities  
Driver Instructor  
Electronics Technician  
Equipment Operator  
Equipment Repair Mechanic  
Food Service Assistant I  
Food Service Assistant II  
Food Service Assistant III  
Food Service Assistant III-Bilingual  
Food Service Assistant IV-Food Preparation  
Food Service Equipment Technician  
Graphic Arts Technician  
Graphic Production Specialist  
Grounds Maintenance Worker  
Heavy Equipment Operator  
HVAC/EMCS Technician  
Instrument Repair Technician  
Inventory Control Specialist  
Irrigation Systems Technician  
Maintenance Carpenter  
Maintenance Electrician  
Maintenance Floor/Plaster Worker  
Maintenance Glazier  
Maintenance Locksmith  
Maintenance Painter  
Maintenance Plumber  
Maintenance Service Worker  
Maintenance Welder/Fabricator  
Mechanic  
Network Technician  
Nutrition Services Production Assistant

Nutrition Services Sous Chef  
Offset Press Operator  
Pool Maintenance Technician  
Senior Custodian  
Senior Equipment Operator  
Senior Warehouse Worker-Central Warehouse  
Senior Warehouse Worker-Nutrition Services  
Shop Equipment Repair Technician  
Technology Service Technician  
Technology Services Assistant  
Transportation Dispatcher  
Transportation Operations Specialist  
Warehouse Worker-Central Warehouse  
Warehouse Worker-Nutrition Services  
See Attachment E regarding PERB proceeding, LACE5741-E

## **EXCLUDED**

Food Service Manager I; Food Service Manager II; Food Service Supervisor; Maintenance Lead; Project Manager; Site Custodial Supervisor I; Site Custodial Supervisor II; all substitutes; all classified directors; all management supervisory and all confidential employees as defined by PERB.

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

- 1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of "seniority" into this collective bargaining agreement wherever it is possible to do so. All applications of seniority are specifically noted within this agreement.
- 1.2 It is agreed by the parties that effective on the date of the signing of this re-opener, all skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.

## ARTICLE 2: HEALTH AND WELFARE

- 2.1 The District shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:
  - 2.1.1 See Attachment E regarding PERB proceeding, LACE5741-E
  - 2.1.2 Life and accidental death/dismemberment insurance for employees and life insurance protection for employee's spouse and eligible children.
  - 2.1.3 Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70% coverage for major dental procedures or Delta Care PMI dental insurance.
  - 2.1.4 Vision health services with special contact lens provisions for employees and eligible dependents.
  - 2.1.5 Alcohol, drug abuse and psychological care utilizing MHN Company for employees, spouse, and eligible dependents.
  - 2.1.6 Short term income protection plan. Up to two years, \$5,000 maximum, 66.6% of income with a sixty (60) day elimination period. American Fidelity Assurance Company shall be the administrator and the plan provider.
  - 2.1.7 Hearing aids and annual hearing examination for employees only.
- 2.2 The Union shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan.
- 2.3 In the event an employee expires while in paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death. (Increase to four (4) months from one (1) month effective January 1, 2005.)
- 2.4 The District will maintain a self-insurance plan, using the contract administrator of its choice. The District shall consult with the Union through the District Insurance Committee if it wishes to change contract administration.
- 2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.

2.6 **Retirees**

See Attachment E regarding PERB proceeding, LACE5741-E

2.7 **Insurance Committee**

See Attachment E regarding PERB proceeding, LACE5741-E

2.8 **Eligibility**

All employees who work at least four (4) hours per day shall be covered under the Health and Welfare program.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.9 **Employee Assistance Programs**

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.

**ARTICLE 3: ORGANIZATIONAL SECURITY**

3.1 **Dues Deduction**

Union dues and fees shall be a set amount, or percentage of wages, as designated by the union from time to time. The District agrees the right to payroll deduction for payment of organizational dues shall be accorded to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees shall be one percent (1%) of the employee's base gross wages. The District agrees to recalculate wages two times a year until there is the ability to recalculate monthly.

Provided the District receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.

3.1.1 Non-benefited food service positions will come under this provision through attrition.

3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form.

Failing to complete an exclusionary form by that date will result in AF-SCME membership.

- 3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for Union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.
- 3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission. The District will implement the changes as soon as practicable.
- 3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.
- 3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.
- 3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.
- 3.7 **Hold Harmless**
  - 3.7.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.
  - 3.7.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.7.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.



- 3.8 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

#### **ARTICLE 4: GRIEVANCE PROCEDURES**

**Definition:** A grievance is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this agreement.

#### **4.1 Rights of the Union**

- 4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.
- 4.1.2 If a unit member is not represented by the Union or its representative, the District shall notify the Union whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Union of the proposed adjustment and shall provide the Union with the opportunity to respond to the proposed adjustment.

#### **4.2 General Provisions**

- 4.2.1 The grievant may have a representative, who is an employee of the District, at the informal level. Said representative and the grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has been concluded. In addition, the grievant shall have the right to be represented by the Union at Steps 1, 2, 3, and Arbitration.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form already approved by the parties and shall be a statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conference and the remedy sought. If a mistake as to the specific article and section is made at the first written level of the grievance steps, the grievance may proceed to Step III with corrections made, provided however, that new allegations are not introduced.

- 4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:
  - 4.2.3.1 Grievance sustained.
  - 4.2.3.2 Grievance denied.
  - 4.2.3.3 Grievance sustained in part.

- 4.2.4 During the conduct of grievance meetings, only the following participants shall be permitted:
  - 4.2.4.1 The grievant(s).
  - 4.2.4.2 The grievant's representative (maximum of two (2)).
  - 4.2.4.3 The respondent.
  - 4.2.4.4 The respondent's representative (maximum of two (2)).
  - 4.2.4.5 Any witness deemed necessary by either party.

At the request of either party, all witnesses for both parties shall be sequestered.

#### 4.2.5 **Failure to Meet Time Limits**

If a grievance is not processed by the grievant and the Union in accordance with the time limits set forth in this Article, it shall be considered withdrawn by the Union. If the District fails to respond to the grievance within the time limits at each step of the grievance, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.

- 4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.
- 4.2.7 Unit members, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

- 4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.
- 4.2.10 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

### 4.3 **Grievance Procedures**

- 4.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.
- 4.3.2 Step 2: The grievant or the grievant's representative shall present the grievance in writing to the appropriate administrative representative of the Board. Such grievances must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence, whichever is later. Within ten (10) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within ten (10) days after the Step 2 meeting.
- 4.3.3 Step 3: In the event the grievant is not satisfied with the decision of Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee and request a formal hearing. Such appeal must be made within ten (10) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal.

In lieu of a formal hearing, the grievant may request that an informal conference be held with the Superintendent or designee in an attempt to resolve the problem through discussion.

Step 3 hearings or conferences shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing or conference and such a decision will terminate Step 3.

#### 4.3.4 Arbitration

##### 4.3.4.1 Submission to Arbitration

If the Union is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Union's receipt of the Step 3 decision.

##### 4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing labor disputes. and submit to the Union and the District the names of seven (7) arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

##### 4.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.3.4.2 above shall conduct a hearing promptly, and in accordance with the American Arbitration Association rules governing labor disputes. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) calendar days from the date of the hearing or thirty (30) calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

##### 4.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union.

##### 4.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, the parties agree that such questions of procedural arbitrability shall be decided by the arbitrator.

#### 4.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detracting) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

#### 4.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under Expedited Labor Arbitration rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Union, the District and the grievant.

4.4 **No Reprisals**

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

**ARTICLE 5: WORKING HOURS**

5.1 **Workday**

See Attachment E regarding PERB proceeding, LACE5741-E.

5.2 **Workweek**

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may, for valid operational reasons only, assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. The District will meet and consult with the AFSCME before making any permanent decisions.

5.3 **Work Year**

See Attachment E regarding PERB proceeding, LACE5741-E.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

5.4 **Lunch Periods**

Each employee who works five (5) hours or more shall be granted an unpaid duty-free lunch period of at least one-half (1/2)hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift or as mutually agreed upon.

## 5.5 Rest Period

Each employee who works more than three (3) but less than eight (8) hours per day shall be provided one (1) fifteen (15) minute rest period per day. Eight (8) hour per day employees shall be provided two (2) fifteen (15) minute rest period(s) each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

Nothing in subsections 5.4 or 5.5 shall deprive any employee of a lunch or rest period he or she is currently receiving.

## 5.6 Extra Hours

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.

5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.

5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

## 5.8 Overtime

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Overtime shall be specifically assigned and authorized in advance by the supervisor.

- 5.8.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee.
- 5.8.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday.
- 5.8.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

**5.9 Overtime Pay on Holidays**

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1 1/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the District's calendar.

**5.10 Compensatory Time Off, Overtime - Right of Refusal**

A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved.

An employee may be assigned overtime only when (1) there is an emergency, (2) all other employees in the relevant classifications decline voluntary overtime, and (3) he/she is the employee within the relevant classification with the least overtime worked during the fiscal year. In the case of custodians and kitchen workers at the site, number three (3) in the sentence above shall read, "when he/she is the employee within the relevant classifications at the site with the least overtime worked during the fiscal year."

**5.11 Compensatory Overtime**

Compensatory overtime off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor.



**5.12 Assignment of Voluntary Overtime**

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies, the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:

5.12.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime for "clean-up" at Handel and Glover will be assigned on a rotating seniority basis to Maintenance and Grounds employees, Custodians assigned to the day shift and Senior Custodians under the direction of the athletic facilities technician. For purposes of this section only, the designation "day" refers to permanent (non-probationary) custodians who are assigned to the daytime shift (not evenings) as of the start of each student school year. The District and the Union will review the list of "day custodians" and agree upon the list. Any questions as to the rotation of overtime for this section shall be first discussed internally between the District and the Union. If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.

5.12.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24) hours or less advance notice, in which case the declined overtime will not count at all.

**5.13 Night Work Differential**

(See Article 11: Wages, 11.4)

**5.14 Minimum Call-In Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

**5.15 Call Back Time**

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

## 5.16 Transportation

Special rules of bus drivers, driver trainer, and dispatchers which modify and add to this Article and to this Agreement are contained in Article 15. They shall be considered a full and integral part of this Agreement.

## ARTICLE 6: TRANSFER PROCEDURES

- 6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.
- 6.2 The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group. The provisions of 6.2 may be reviewed and negotiated as part of the next reopener negotiations or upon mutual agreement of the parties.
- 6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, and accumulated vacation credit.
- 6.4 **Voluntary Transfer**
- A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:
- 6.4.1 Transfer requests will be kept completely confidential. Such requests will be kept until June 30 of each year. Employees must reapply yearly. There will be no requirement, formally or informally, that supervisors approve transfer requests. Employees may contact the Classified Personnel Office to obtain information concerning current openings.
- 6.4.2 When vacancies occur, all employees who have current "Request for Transfer" forms on file with the Classified Personnel Office will be notified of the vacancy and given the opportunity to interview for the position.
- 6.4.3 The Classified Personnel Office shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.4 When the employee is notified that he or she has received a transfer or a promotion, the previous supervisor cannot retain such an employee for more than ten (10) working days.

6.5 **Disciplinary Transfer**

A disciplinary transfer may be made only for reasonable cause.

6.6 No employee shall be transferred arbitrarily or capriciously.

6.7 All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.

**ARTICLE 7: EVALUATION PROCEDURES**

7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their assigned District manager is. Neither certificated teachers nor Athletic directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that "reasonably possible" in the previous sentence shall at the very least mean "within thirty calendar days" of the District, or its agents, having been made aware of such information.

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.

7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal

comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.

- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.
- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.
- 7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.
- 7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such material subject to inspection shall not include confidential ratings, reports, or records which were:
  - Obtained prior to the person's employment.
  - Prepared by identifiable examination committee members.
  - Obtained in connection with a promotional examination.

Documents not in the employee's official District personnel file at the time of proposed discipline shall not be used against an employee in a subsequent discipline or discharge hearing. The parties agree that this does not ban documents at hearings that have as their only purpose proving that oral counseling occurred.

## **7.2 Non-Employee and/or Guardian Complaints Against Unit Members**

- 7.2.1 If in the opinion of the supervisor a serious complaint is lodged against an employee, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.
- 7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.
- 7.2.3 Complaints that are not resolved as per 7.2.2 above may be directed to the Superintendent.
- 7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary.

**ARTICLE 8: SAFETY CONDITIONS**

- 8.1 The District shall provide employees with safe working conditions.
- 8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.
- 8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor.
- 8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year.
- 8.5 No employee shall be required to work under conditions dangerous to the employee's safety.
- 8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
- 8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.
- 8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
- 8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.
- 8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

**ARTICLE 9: CONCERTED ACTIVITIES**

- 9.1 It is agreed and understood that there will be no strike, work stoppage, or slow-down by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.

- 9.2 To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort reasonably within its power ensuring that employees comply. In the event of a strike, work stoppage, or slowdown by employees, the Union agrees in good faith to take all steps necessary, and reasonably within its power, to cause those employees to cease such action.
- 9.3 Employees engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination by the District.
- 9.4 In the absence of a strike, work stoppage, or slowdown on the part of the Union, the District will not engage in any lockout of employees during the term of this Agreement.

#### **ARTICLE 10: MANAGEMENT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

## ARTICLE 11: WAGES

### 11.1 Salary

Effective July 1, 2018 the 2017-18 base salary schedule shall be increased by 1.75 percent for fiscal year 2018-19.

#### 11.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

### 11.2 Salary Increase

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2017-2018 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2017-18 school year.

### 11.3 Night Work Differential

All positions (excluding custodians, Article 11.5), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$135 per month higher than the range for daytime employees.

### 11.4 Custodial Shift Differential

All night and day differential amounts have been added to the base salary for custodians.

### 11.5 Refrigerated Area Differential

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority. Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees work-

ing in the classification of Food Service Assistant II, Food Service III, or Custodian shall receive a 3% differential, if in any pay period they are assigned to work in the refrigerated area of the Central Kitchen for more than 30% of their work time:

#### 11.6 Pay Increases After Promotion

An employee who receives a promotion to a class\* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

\*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

#### 11.7 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$519 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,543 after fifteen (15) years of service with Anaheim Union High School District

7% plus \$2,840 after twenty years (20) of service with Anaheim Union High School District

10% plus \$3,705 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$3,705 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

#### 11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay



period, (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

#### 11.9 **Mileage**

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

#### 11.10 **Replacement of Personal Property**

The District shall pay the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents.)

- 11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.
- 11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).
- 11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

#### **11.11 Bilingual Pay**

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional \$131 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

No employee shall lose their bilingual pay – whether based on stipend or job title – because the school where they are assigned goes through a demographic change which results in fewer students needing translation.

#### **11.12 Professional Growth Program**

- 11.12.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employee providing the highest quality service to the District within their current job classifica-

tion and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

#### 11.12.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office—Classified. Unit members shall compete and submit their approval forms prior to beginning their course of study.

#### 11.12.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance, and educational/technical assistance in their areas of expertise.

#### 11.12.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.12.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2,3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

#### 11.12.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.12.5.1 District New Employee Orientation 3.0 units

11.12.5.2 District provided Health & Safety Training 3.0 units

11.12.5.3 First Aid/Adult CPR 3.0 units

11.12.5.4 Two Courses from one or both of the following groups: 6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

#### 11.12.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during the regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

#### 11.12.7 Additional Education Incentive Increments

After the Required Course Work described in 11.12.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

#### 11.12.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

#### 11.12.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of the unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

#### 11.12.10 Criteria for Evaluation

The Division of Human Resources shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to opportunities within the District.

#### 11.12.11 Credit Calculation

11.12.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.12.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.12.11.3 All college credits or degree shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle State Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly North Central Association of Colleges and Schools (NCA))
4. Northwest Association of Colleges and Schools (NAC)
5. Southern Association of Colleges and Schools (SaCS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:  
Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)  
Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

#### 11.12.12 The Professional Growth Committee

11.12.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, two (2) unit members, one (1) certificated member, and the Human Resource Classified Director, or designee. AF-SCME Local 3112 shall appoint the unit members of the committee.

#### 11.12.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective volunteer mentors (see 11.12.3).
- b. Recommend additional or revised policy as necessary to the Superintendent and AFSCME Local 3112.
- c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
- d. Suggest topics of interest for District-wide in-service for unit members.

11.12.12.3 The District shall grant the committee members necessary release time from their regularly scheduled work-days to participate in committee activities.

11.12.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, or the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

#### 11.13 On Call Rotation, Transportation Department

See Attachment E regarding PERB proceeding, LACE5741-E.

After hours transportation dispatching will be rotated evenly among the employees holding the positions of Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. These employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The



dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone. Effective August 1, 2017, for the months of August through May, these employees when on call, will be paid a monthly stipend of \$275 for Saturday and Sunday for on call in lieu of the overtime payment of the minimum of 15 minutes for each incident.

## ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive 6/8th of a day per month.

12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

- 1 additional day at the start of the 2nd year
- 2 additional days at the start of the 4th year
- 3 additional days at the start of the 5th year
- 4 additional days at the start of the 6th year
- 4 additional days at the start of the 7th year

5 additional days at the start of the 8th year  
6 additional days at the start of the 9th year  
6 additional days at the start of the 10th year  
7 additional days at the start of the 11th year  
7 additional days at the start of the 12th year  
8 additional days at the start of the 13th year  
8 additional days at the start of the 14th year  
9 additional days at the start of the 15th year  
10 additional days at the start of the 16th year  
11 additional days at the start of the 17th year

12.1.4 See Attachment E regarding PERB proceeding, LACE5741-E.

12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year. The parties agree that, if the daily hours of assignment differ from the regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

1. Vacation shall be accumulated in hourly units.
2. Sick leave shall be accumulated in hourly units.

3. The total amount of vacation and sick leave which the employee is expected to accumulate during the summer assignment will be made available to the employee for use by the employee from the beginning of his/her period of summer employment, provided:
  - a. Any request to take vacation during the summer should be subject to supervisory approval, which said approval will not be unreasonably withheld.
  - b. Any additional vacation or sick leave accumulated by virtue of a summer assignment may subsequently be withdrawn from the employee if the employee is not in paid status for three quarters of the work days which occur during the time required to carry out the summer assignment.
4. An employee under this section who is in paid status for the entire summer (defined as the period from the beginning of summer break until the day before school begins in the fall), shall be entitled to earn as much in total vacation and sick leave as a twelve month employee.

When an employee is in paid status for a portion or all of the summer additional vacation and sick leave shall be calculated in the following manner:

The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. "Days in paid status" excludes holidays. (Example: 54 days are available in summer = three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day (1/3 of 54 days) = 1 day additional vacation and sick leave, 36 average days = 2 days, 54 work days = 3 days.) Hours paid for vacation will be the hours worked in the summer assignment.

- 12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.
- 12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.

- 12.1.9 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed six (6) months employment in regular or restricted status shall not be entitled to such compensation.

## **ARTICLE 13: LEAVES**

### **13.1 Bereavement Leave**

The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of an employee. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, adopted child, foster child, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, great-grandparent, great-grandchild, step-parents, step-grandparents, step-siblings, step-children of the employee, and like relatives of spouse, or any relative living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the employee will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

### **13.2 Jury Leave**

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to

work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half (2 1/2) hours left on his/her shift shall not be required to return to work.

Evening or night shift employees shall receive leave without loss of pay equal to the number of hours each day which they spend on jury duty, including travel time. Such employees may take such leave the evening or night of the jury duty.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

### 13.3 **Military Leave**

Employees shall be required to request military leaves in writing and, upon request, shall provide the District with a copy of orders and status reports.

### 13.4 **Tragedy Personal Necessity Leave**

A long term ninety (90) day personal necessity leave of absence may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the employee. An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the employee while on leave.

### 13.5 **Paid Sick Leave**

13.5.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

13.5.2 Employees employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

13.5.3 Employees employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

13.5.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than

six (6) days, or the proportionate amount to which they may be eligible under sections 13.5.2 and 13.5.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

- 13.5.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.
- 13.5.6 An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.
- 13.5.7 An employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.
- 13.5.8 Verification of Absence

The Board may require satisfactory proof of the existence and duration of the illness if it has reasonable cause to believe an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the existence and duration of the disability, or the employee's ability to return to work, the Board may require the employee to submit to an examination by a physician selected and paid by the employee and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the employee and the District.

The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent, Human Resources, who shall maintain the confidentiality of such reports.

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.

13.5.9 An employee, while on unpaid leave of absence granted by the District, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

### 13.6 Industrial Accident and Industrial Illness Leave

13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.

13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.

13.6.3 An employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.

13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the em-

ployee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.

13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:

13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

13.6.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)

13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.

13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

### 13.7 Court Appearance

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena



duly served provided such subpoena is filed with the Board of Trustees or its delegated authority within a reasonable period of time. This section shall not be applicable to employees who are litigants.

### 13.8 Personal Necessity Leave of Absence

Unit members may use up to 10 days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

#### Permissible Personal Necessity Use:

- 13.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.
  - 13.8.1.1 Accident or serious illness involving his/her personal property or property of his/her immediate family.
  - 13.8.1.2 Court appearance as a litigant or as a witness under order.
  - 13.8.1.3 Religious observance.
  - 13.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
  - 13.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 13.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.
- 13.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, or work slowdown or concerted activity of any kind.

### Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it has reasonable cause to believe a unit member is abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

When an employee works more hours than they are assigned, utilizes illness or personal necessity leave, such employee shall be paid based on the average number of hours the employee worked in the pay period prior to the leave commencing.

This option shall be recalculated for each pay period based on actual hours worked. The averaged hours shall not exceed eight (8) hours per day.

## **13.9 Leaves of Absence Without Pay**

The Board shall grant an employee a leave of absence without pay for reasonable cause.

13.9.1 Reasonable cause in this section means a leave which, in past practice, was the type of leave approved by the Board and which does not cause a significant hardship to the District. Requests for leaves of absence without pay shall be made on forms provided by the Director of Human Resources, Classified and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

### **13.9.2 Reinstatement From Leave**

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists.

### **13.9.3 District Notification**

The Classified Personnel Office will notify any employee who is on leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification within fifteen (15) days before the expiration of the leave indicating the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Director of Human Resources, Classified.

13.9.4 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

13.9.5 Benefits While on Leave

Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Military and Veterans' Code.

13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.

13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

13.9.7.2 Short Term Personal Leave Without Pay

An unexcused absence without pay for an employee may be approved for one (1) day by the principal or classified supervisor. Upon the recommendation of the principal or classified supervisor, the Director, Human Resources, Classified, may authorize an excused absence without pay for employees from two (2) to five (5) days.

#### 13.9.7.3 Pregnancy Leaves of Absences

Pregnant employees shall be granted pregnancy leave with or without pay, such leave to commence on a date to be determined by the employee and her physician. Sick leave and vacation benefits may be used by employees on pregnancy leave.

#### 13.9.7.4 Peace Corps

A regular classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second (2nd) year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

#### 13.9.7.5 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the personnel director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon his/her return to the service of the District.

A regular employee granted a leave under this rule must sign an agreement on forms available in the office of the Director of Human Resources, Classified, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to file such notice will be considered as notice that the employee will not return and that his/her position is vacant.

#### 13.9.7.6 Serious Illness Within the Immediate Family

A leave without pay may be granted, to a permanent employee for a period not to exceed twelve (12) weeks in any one year for a serious illness in his/her immediate family. "Member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of

the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave.

13.9.8 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence, without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance program shall submit a check or money order to the Business Office for the exact amount of premium on or before the twenty-fifth (25th) day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.

13.11 Scheduled Paid Holidays

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas  
Christmas Day  
Day Before New Year's Day (in lieu of Admission Day)  
New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday

Spring Friday  
Memorial Day

13.12 Family Medical Leave Act

District shall grant unpaid leave as specified by the Family Medical Leave Act.

**ARTICLE 14: UNION RIGHTS**

- 14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.
- 14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five (35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union needs three (3) or more consecutive days of released time, the Union will give the District at least one (1) week prior notice.
- 14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.
- 14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged \$1.00 for each District mailout, up to a maximum of \$25.00 per year.
- 14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.
- 14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.
- 14.7 See Attachment E regarding PERB proceeding, LACE5741-E.
- 14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the Union-management informal problem solving process.
- 14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME

president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.

- 14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.
- 14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.
- 14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the Union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.
- 14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the Union shall inform Human resources within five (5) working days.

The parties agree that an officer or job steward appointed by AFSCME will not be denied the right to represent an employee if his or her name was inadvertently left off the list provided to Human Resources or not provided within the five (5) work days.

## **ARTICLE 15: TRANSPORTATION**

- 15.1 All regular bus drivers of the District shall be classified as ten point one (10.1) month employees. Annually, at the beginning of each school year and at the beginning of the summer school session, bus drivers will select a route in order of seniority. All routes selected shall be defined as to and from school only. All other assignments shall be defined in Article 15.4. For purposes of Article 15 seniority will be considered by date of hire. Also at the same time, drivers, in order of seniority, will select a bus that has been designated as appropriate to the

type and size of the route. Within forty-five (45) to sixty (60) days of the beginning of each school year, bus drivers may rebid routes in order of seniority. Selection of buses will not be rebid, bus to stay with route. All routes shall be available for review by the drivers one week prior to the actual rebid day. If the need for a larger bus is required, the driver may select a different bus from the spare bus pool. If a driver does not want to give up their route, but wants to select a different bus from the spare bus pool of the appropriate type and size they may do so. On both bid and rebid, steward(s) and two senior drivers who volunteer shall choose for absent drivers, as before.

Seniority used for all seniority related issues in the District Transportation Department shall now be determined by first date of hire in the job classification. If an employee has a break in service longer than thirty nine (39) months, the date of hire used for seniority purposes will be the date on which the employee returned to regular employment. All other District service will be used for tie breaking purposes as outlined below.

In the event of equal seniority, ties will be broken by using the longest total service in the District in classified services (regardless of bargaining unit.) Time as a substitute, provisional or limited term employee, or as a Campus Aide shall not be counted in such a tie. In the event that there is still equal seniority these ties shall be broken by using the date of hire in any capacity in the District. (Based upon MOU dated 10/15/03)

When an employee leaves, vacant runs will be posted, bid and filled on the basis of seniority (as defined above) three (3) working days from the occurrence of the vacancy until all vacancies are filled, and all employees involved have been notified through posted information.

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.

15.2 As part of the employees' regular shift, there will be a twenty (20) minute warm-up time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.

15.2.1 Layover time between trips will be one (1) hour.

15.2.2 The District will offer extra hours to regular drivers before relief drivers.

15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6)



hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or Union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13), which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.

- 15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.
- 15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:
  - 15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than forty-five (45) among the drivers, and
  - 15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind

more than fifteen (15) hours the previous semester. There will be no zeroing out process.

15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.

15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.

15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other non-school days are canceled on the date of the trip, the following compensation rules shall apply:

<u>Location of Driver at Time of Notification</u>	<u>Hours Paid</u>
School or pickup site	4
Bus yard	2
Driver's residence	0

For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.

15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special

needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.

- 15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10) items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a District provided rain coat.

- 15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

15.7 **Winter Break, Spring Break and Summertime Work**

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.

- 15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).

- 15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:

15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.

15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.

- 15.9 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties are to be performed by a qualified AFSCME member or management.
- 15.10 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.
- 15.11 Mountain trips shall not be charged against equalization hours.

**ARTICLE 16: CONTRACTING OUT**

- 16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.
- 16.2 The contracting out committee shall be reinstated as in the past.

**ARTICLE 17: PROMOTION PROCEDURES**

- 17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.
- 17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.
  - 17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.
  - 17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.

**ARTICLE 18: LAYOFF AND RECALL**

**18.1 Layoff Determinations**

- 18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their "bumping" or displacement rights, as well as their recall or reemployment rights.
- 18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
- 18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of Union, legal, or constitutional rights.

- 18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use "date of hire" as modified below.
  - 18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.
  - 18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.
- 18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.
- 18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.
- 18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the District including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.
- 18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

## 18.2 **Bumping Rights**

- 18.2.1 An employee who is to be laid off may exercise displacement or "bumping" rights within his/her classification in order to protect employment provided that:
  - 18.2.1.1 The employee has more seniority in the classification plus higher classifications than the employee being displaced or bumped, and;
  - 18.2.1.2 The employee displaces or bumps the least senior employee under the classification title with an equal work schedule.

- 18.2.1.3 If no such option is available, the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position. An employee displacing or bumping into a lesser work schedule shall be placed on a recall or reemployment list for his/her former work schedule for a period of sixty-three (63) months.
- 18.2.1.4 If an employee has no displacement or bumping rights under the classification title, he/she may displace or bump an employee in an equal or lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising such displacement or bumping rights has more seniority in the other classification plus all higher classifications. Employees exercising displacement or bumping rights to an equal or lower classification, have no seniority in the equal or lower classification if he/she has never served in that classification. Such employee displacing or bumping into the lower classification title shall be placed on a recall or reemployment list for his/her former classification title for a period of sixty three (63) months. If bumping to a lower classification the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position.
- 18.2.1.5 An employee may not bump any employee assigned a higher work schedule.
- 18.2.1.6 An employee who has no displacement or bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a recall or reemployment list for his/her former classification for a period of thirty-nine (39) months.
- 18.2.1.7 If an employee waives the opportunity to exercise displacement or bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a recall or reemployment list for his/her former classification for a period of sixty three (63) months.

### 18.3 Recall or Reemployment

- 18.3.1 The parties agree that “recall” and “reemployment” have the same meaning. An employee on a reemployment list is still an employee of the District, albeit a laid off one. An employee on a reemployment list may accept full time or substantial employment with another employer, albeit employment which he or she must give up in order to return to the District.
- 18.3.2 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered recall or reemployment while their names remain on the recall or reemployment list.
- 18.3.3 The District shall by certified or registered mail, offer to the employee with the highest seniority on the recall or reemployment list any vacancy to which the employee has a recall or reemployment right.
- 18.3.4 While a recall or reemployment list is in effect, no new employees shall be hired in classifications for which employees have recall or reemployment rights, until all employees on the recall list have first been offered and declined the position.
- 18.3.5 An employee on a recall or reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment. Offers of reinstatement to lesser time, or a lesser classification will be made each and every time something is available for that employee.
- 18.3.6 If an employee on lay off status is on an eligibility list he/she shall retain that position on the list until the list expires.
- 18.3.7 Employees on reemployment lists shall be eligible to compete in all examinations, given by the District for which they qualify by experience, ability or training. Employees on lay off status shall receive ranking and service points as if they were in current service with the District.

### **ARTICLE 19: SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application thereof to any employee is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

## **ARTICLE 20: ENTIRE AGREEMENT**

The District and the Union shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, neither the District nor the Union is bound by past practice unless such past practice is specifically stated in the Agreement.

AFSCME agrees that the Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or AFSCME at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

## **ARTICLE 21: PUBLICATION OF AGREEMENT**

21.1 The District shall make this Agreement and updates to this Agreement available on the District website. The District will provide to employees upon request and without charge a copy of this Agreement and any changes. New employees at the time of employment will also be notified in writing of the availability of this Agreement on the District website and the right to receive a written copy.

21.2 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.

## **ARTICLE 22: REOPENER**

It is understood that during years 2018-2019, 2019-2020, and the year 2020-2021, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, Attachment E will be reopened during 2018-19. Also, AFSCME and the District shall each have the option of opening one (1) other article of their own choice during years 2018-19, 2019-20 and 2020-21.





**ARTICLE 23: DURATION**

This Agreement concludes reopener negotiations for 2017-18. In addition, the parties agree to a new three year Agreement effective July 1, 2018, that shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

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

By:   
\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent,  
Human Resources

By:   
\_\_\_\_\_  
Adrian Prieto  
AFSCME President  
LOCAL 3112 (COUNCIL 36)

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)**

**2018/19 SALARY SCHEDULE**

Effective 7/1/18 - BOT Approved 10/10/19 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	FOOD SERVICE ASSISTANT I	2,803.00 15.91	2,915.00 16.55	3,038.00 17.26	3,155.00 17.92	3,280.00 18.63	3,415.00 19.41	3,480.00 19.77	3,551.00 20.19	3,622.00 20.57	3,694.00 20.98	Monthly Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3,403.00 19.33	3,537.00 20.10	3,666.00 20.84	3,819.00 21.70	3,963.00 22.53	4,126.00 23.45	4,189.00 23.79	4,288.00 24.36	4,368.00 24.82	4,441.00 25.25	Monthly Hourly
49	ATHLETIC FACILITIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3,412.00 19.38	3,550.00 20.19	3,683.00 20.92	3,836.00 21.79	3,992.00 22.67	4,152.00 23.61	4,229.00 24.02	4,319.00 24.55	4,402.00 25.01	4,486.00 25.51	Monthly Hourly
50	FOOD SERVICE ASSISTANT III	3,547.00 20.15	3,685.00 20.94	3,820.00 21.71	3,975.00 22.58	4,128.00 23.47	4,291.00 24.38	4,368.00 24.82	4,457.00 25.33	4,539.00 25.77	4,625.00 26.28	Monthly Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST	3,581.00 20.34	3,720.00 21.15	3,877.00 22.01	4,027.00 22.89	4,191.00 23.80	4,355.00 24.75	4,439.00 25.24	4,536.00 25.76	4,620.00 26.27	4,720.00 26.82	Monthly Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILLING SENIOR CUSTODIAN	3,607.00 20.49	3,764.00 21.40	3,905.00 22.19	4,051.00 23.02	4,229.00 24.02	4,398.00 24.99	4,485.00 25.50	4,567.00 25.95	4,663.00 26.51	4,759.00 27.05	Monthly Hourly
53A	WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	3,670.00 20.85	3,813.00 21.68	3,973.00 22.56	4,128.00 23.46	4,296.00 24.39	4,464.00 25.37	4,550.00 25.88	4,649.00 26.40	4,736.00 26.93	4,838.00 27.49	Monthly Hourly
53	EQUIPMENT OPERATOR TECHNOLOGY SERVICES ASSISTANT	3,764.00 21.40	3,907.20 22.20	4,064.00 23.09	4,227.00 24.00	4,400.00 25.00	4,577.00 26.00	4,663.00 26.51	4,759.00 27.05	4,850.00 27.57	4,950.00 28.13	Monthly Hourly
54	AUDITORIUM OPERATIONS TECHNICIAN MAINTENANCE SERVICE WORKER	3,856.00 22.25	4,006.00 23.11	4,167.00 24.04	4,334.00 25.00	4,510.00 26.02	4,690.00 27.06	4,779.00 27.57	4,877.00 28.13	4,973.00 28.68	5,075.00 29.28	Monthly Hourly
55	BUS DRIVER FOOD SERVICE SOUS CHIEF INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR	3,949.00 22.46	4,104.00 23.32	4,268.00 24.26	4,439.00 25.24	4,618.00 26.26	4,803.00 27.29	4,895.00 27.82	4,995.00 28.38	5,094.00 28.95	5,199.00 29.55	Monthly Hourly
56	HEAVY EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHISE SR WAREHOUSE WORKER-FOOD SERV	4,051.00 23.37	4,206.00 24.27	4,376.00 25.24	4,550.00 26.25	4,733.00 27.31	4,921.00 28.39	5,020.00 28.97	5,122.00 29.55	5,224.00 30.14	5,330.00 30.75	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)  
2018/19 SALARY SCHEDULE**

Effective 7/1/18 - BOT Approved 10/10/19 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
57	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT	4,151.00 23.61	4,308.00 24.47	4,483.00 25.49	4,661.00 26.50	4,847.00 27.56	5,039.00 28.63	5,144.00 29.22	5,249.00 29.84	5,353.00 30.42	5,459.00 31.03	Monthly Hourly
58	ATHLETIC FACILITIES TECHNICIAN MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4,252.00 24.53	4,418.00 25.49	4,594.00 26.51	4,778.00 27.56	4,969.00 28.67	5,167.00 29.81	5,273.00 30.42	5,380.00 31.03	5,486.00 31.65	5,593.00 32.26	Monthly Hourly
59	ASSISTANT MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE LOCKSMITH OFFSET PRESS OPERATOR TRANSPORTATION DISPATCHER	4,352.00 24.74	4,528.00 25.73	4,705.00 26.73	4,894.00 27.81	5,091.00 28.94	5,295.00 30.08	5,400.00 30.69	5,509.00 31.30	5,619.00 31.94	5,728.00 32.55	Monthly Hourly
60	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE PLUMBER SHOP EQUIPMENT REPAIR TECHNICIAN	4,460.00 25.73	4,640.00 26.77	4,822.00 27.82	5,017.00 28.95	5,221.00 30.12	5,425.00 31.30	5,534.00 31.93	5,646.00 32.57	5,758.00 33.22	5,873.00 33.88	Monthly Hourly
61	AUDIO-VISUAL TECHNICIAN TRANSPORTATION OPERATIONS SPEC	4,567.00 25.95	4,751.00 27.01	4,939.00 28.06	5,140.00 29.19	5,350.00 30.40	5,555.00 31.57	5,668.00 32.19	5,782.00 32.86	5,897.00 33.51	6,018.00 34.19	Monthly Hourly
62A	FOOD SERVICE EQUIPMENT TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC	4,681.00 26.60	4,870.00 27.69	5,062.00 28.76	5,269.00 29.92	5,483.00 31.17	5,693.00 32.37	5,810.00 33.00	5,927.00 33.68	6,045.00 34.34	6,168.00 35.04	Monthly Hourly
62		4,759.00 27.05	4,955.00 28.15	5,152.00 29.26	5,358.00 30.45	5,570.00 31.65	5,796.00 32.94	5,917.00 33.62	6,036.00 34.29	6,162.00 35.02	6,282.00 35.70	Monthly Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	4,800.00 27.27	4,987.00 28.35	5,186.00 29.49	5,399.00 30.67	5,614.00 31.88	5,834.00 33.15	5,953.00 33.83	6,071.00 34.51	6,194.00 35.20	6,319.00 35.92	Monthly Hourly
64	HVAC ENERGY MAINT CONT SYS TECH (4/1/18)	4,921.00 28.39	5,118.00 29.52	5,323.00 30.70	5,535.00 31.93	5,756.00 33.20	5,986.00 34.52	6,105.00 35.22	6,228.00 35.93	6,352.00 36.65	6,479.00 37.38	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)  
2018/19 SALARY SCHEDULE**

Effective 7/1/18 - BOT Approved 10/10/19 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
67	NETWORK TECHNICIAN	5,290.00 30.05	5,501.00 31.25	5,718.00 32.50	5,951.00 33.81	6,186.00 35.15	6,433.00 36.56	6,563.00 37.29	6,696.00 38.04	6,825.00 38.79	6,966.00 39.57	Monthly Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:  
 2% plus \$533 after ten (10) years of service with AUHSD  
 4% plus \$1585 additional after fifteen (15) years of service with AUHSD  
 7% plus \$2,918 additional after twenty (20) years of service with AUHSD  
 10% plus \$3,807 additional after twenty-five (25) years of service with AUHSD  
 12% plus \$3,807 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.  
 Bilingual stipend and Nightwork differential: \$138.00  
 Transportation Dispatch Stipend: \$280

DISTRICT PROPOSAL

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL 3112 (COUNCIL 36)

July 18, 2012

This Memorandum of Understanding ("MOU") is entered into on July 18, 2012, between the Anaheim Union High School District ("AUHSD") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) ("AFSCME").

WHEREAS, AUHSD and AFSCME have negotiated certain proposals which by this MOU they mutually agree to implement the following agreements at the present time so that these agreements will not be dependent upon ratification of a new collective bargaining agreement between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Permanent employees in the classification of Food Service Assistant III – Bilingual will continue to receive their bilingual classification pay should they be assigned to a school not requiring their bilingual classification.
2. This MOU shall be effective August 1, 2012 and shall be in effect through June 30, 2015.
3. AFSCME withdraws its proposal at 11.11 regarding employees losing their bilingual pay.

For the District

For AFSCME, Local 3112

By: [Signature]

By: [Signature]

Date: 7/18/12

Date: 07/18/2012

MEMORANDUM OF UNDERSTANDING

Between the

American Federation of State, County and Municipal Employees, Local 3112 (AFSCME)

and the

Anaheim Union High School District (AUHSD)

Transportation work assignments when Equalization is contractually not in effect

AFSCME and the AUHSD agree to temporarily modify article 15.7 of our collective bargaining agreement in the following manner:

15.7 Winter Break, Spring Break, summertime work and other periods of time where the collective bargaining agreement calls for equalization to stop being in effect.

The selection of drivers for periods of time when equalization is not in effect shall be made using seniority. The most senior drivers will receive the longest trips in that rotation until all trips are assigned through the entire list of drivers. For the time equalization is not in effect there will be a continuous rotation through the "trip assignment seniority list" starting with the most senior driver, continuing through the list of drivers on the list in seniority order and ending with the shortest trip assignment being given to the least senior driver. If more trip assignments exist when the rotation through all permanent drivers has been completed, the next longest trip assignment not already assigned shall be given to the most senior driver as their second assignment, this being the driver who was offered the longest trip assignment at the beginning of the process. The rotation through the seniority list shall continue in this fashion until all trip assignments have been assigned.

As an example, if 25 trip assignments are available during a period when equalization is not in effect and 10 drivers have requested to work during this time, then the most senior driver will be assigned the longest trip, the eleventh longest trip and the twenty first longest trip. The least senior driver will be assigned the tenth and the twentieth longest trips.

This agreement is dated: January 21, 2011

Unless mutually agreed upon, this MOU sunsets June 30, 2011.



Russell Lee-Sung  
Assistant Superintendent  
Human Resources



Gerald Adams  
President  
AFSCME, AFL-CIO, Local 3112 (Council 36)

UNDERSTANDING BETWEEN DISTRICT AND AFSCME  
PERTAINING TO CERTAIN ARTICLES IN THE  
COLLECTIVE BARGAINING AGREEMENT

Whereas, there is presently pending before the California Public Relations Board, a proceeding between the parties, LA-CE-5741-E (“The PERB Proceeding”); and,

Whereas, the final decision in the PERB Proceeding may impact the collective bargaining contract provisions between the parties; and

Whereas, the parties desire to enter into a new collective bargaining agreement that may be impacted by the PERB proceeding.

Now therefore, it is hereby agreed as follows:

Both parties acknowledge that the tentative agreement and the successor collective bargaining agreement do not effect the rights of either party to maintain or relinquish any position in the PERB Proceeding, regarding the following provisions in the imposed Terms and conditions of Employment dated December 6, 2012:

- 1 Food Service Assistant IIIs assigned to an elementary school
- 2.1.1, 2.1.1.1 and 2.1.1.2 Health Benefits
- 2.5 Retirees (numbered 2.6 in 2005-08 agreement)
- 2.6 Insurance Committee (numbered 2.7 in 2005-08 agreement)
- 5.1 Workday
- 5.3 Work Year
- 12.1.4 Vacation Scheduling
- 14.7 AFSCME stewards and officers release time
- 15.9 After hours transportation dispatching

See attached language that AFSCME believes is still in, while the District does not share that belief.

FOR THE DISTRICT

FOR AFSCME

By: Spencer E. Covert  
Spencer E. Covert  
Chief Spokesperson

By: Jack Janec  
Jack Janec  
President

DATE: 6-8-15

DATE: 6-8-15

Attachment to Collective Bargaining Agreement regarding provisions under review  
at PERB Proceeding, LA-CE-5741-E

AFSCME AGREEMENT 2005-2008

1 Food Service Assistant IIIs assigned to an elementary school

ARTICLE 2: HEALTH & WELFARE

- 2.1 The Board shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit through June 30, 2004 as indicated below:
- 2.1.1 Effective October 1, 2005, self-insured major medical utilizing the Blue Cross Prudent Buyer Plan or Blue Cross HMO insurance for employees and eligible dependents utilizing the Preferred Provider Plan with \$200 deductible per person, maximum of \$600 per family or the HMO Plan.
- 2.1.1.1 All eligible bargaining unit members and retirees currently enrolled in the Preferred Provider Plan shall be provided with a prescription drug card utilizing a co-payment system.
- 2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.
- 2.6 Retirees  
The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all employees in the employment of the District between July 1, 1975 and February 28, 1980 and who retired on or after February 28, 1980 with fifteen (15) or more years of service to the District and who are not otherwise covered by similar programs provided through social security or other retirement plans. The retiree's coverage shall terminate upon the first day of the month immediately preceding the date that a retiree attains age sixty-five (65), or becomes eligible for Medicare, whichever comes first. However, supplemental coverage for employees sixty-five (65) years or over shall be provided by the District.
- Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance; to the Business Office the difference between the current costs and the 1979-80 costs.
- The retiree shall no longer be eligible for this benefit when the retiree becomes eligible for a group medical or dental benefit plan with another employer or agency.
- Employees who are hired after February 28, 1980 and who subsequently retire from the District with fifteen (15) or more years of service, and who have not attained the age of 60, may participate in the major medical and dental portion of the fringe package by depositing the entire amount of the premium with the District Business Office, unless they become eligible for a group medical or dental plan with another employer.

TA  
JMS



**Attachment to Collective Bargaining Agreement regarding provisions under review  
at PERB Proceeding, LA-CE-5741-E**

All employees ages 60-65 who are regularly employed on February 21, 1989 and who retire on or after that date with fifteen (15) years of service to the District and who are not otherwise covered by similar programs provided through social security or other retirement programs shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only at no cost to him/her.

**2.7 Insurance Committee**

The union may name two (2) (regular) members of the District Insurance Committee, one of whom may be the AFSCME business representative. Decisions of the insurance committee shall not be binding on AFSCME. The District and the Union will work together aggressively on health and welfare cost containment.

**ARTICLE 5: WORKING HOURS**

**5.1 Workday**

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and conferring with AFSCME.

**5.3 Work Year**

No employee's work year shall be reduced except by voluntary agreement between the employee, the District and the union.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

**ARTICLE 12: VACATIONS**

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. All vacation requests shall be given a response by the requesting employee's supervisor within five (5) working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

Attachment to Collective Bargaining Agreement regarding provisions under review  
at PERB Proceeding, LA-CE-5741-E

The District Office and schools will normally be closed to the public during winter recess.  
No employee will be unduly encouraged to take vacation during winter recess.

ARTICLE 14: UNION RIGHTS

- 14.7 AFSCME stewards and officers shall be allowed a reasonable amount of re-leased time with pay to resolve alleged employee/supervisor differences.

ARTICLE 15: TRANSPORTATION

- 15.9 After hours transportation dispatching will be rotated evenly among the employees holding the positions of Director of Transportation, Transportation Specialist, Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 a.m. through Monday 5:30 a.m.

DISTRICT TERMS AND CONDITIONS (12/6/12)

ARTICLE 2: HEALTH & WELFARE

- 2.1 The District shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:
- 2.1.1 Beginning with the 2013 calendar year, self-insured major medical not to exceed the super composite rate of \$1,197 per month/\$14,364 per year or HMO insurance not to exceed the supercomposite rate of \$984 per month/\$11,808 per year per eligible employee. Eligible employees and eligible dependents will be covered.
- 2.1.1.1 All eligible bargaining unit members and retirees currently enrolled in the PPO shall be provided with a prescription drug card utilizing a co-payment system.
- 2.1.1.2 The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. For 2013, the blended super composite rate shall not exceed \$13,189.
- 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 the 2013 blended super composite rate.
- 2.5 Retirees – no change from 2005-08 agreement. Renumbered only.
- 2.6 Insurance Committee

TA  
JMJ

Attachment to Collective Bargaining Agreement regarding provisions under review  
at PERB Proceeding, LA-CE-5741-E

The Union may name two (2) (regular) members of the District Insurance Committee, one of whom may be the AFSCME business representative. The selected Insurance Committee representatives of the Union will attend meetings regularly. Attendance at these meetings will not count against the Union business as described in 14.2. Decisions of the insurance committee shall not be binding on AFSCME. The District and the Union will work together aggressively on health and welfare cost containment.

The Union and the District negotiations teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between the blended super composite rate of the PPO and HMO from the current year and the blended super composite rate for the new year.

The District and AFSCME agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

ARTICLE 5: WORKING HOURS

5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and consulting with AFSCME.5.3 Work Year

5.3 Work Year

No employee's work year shall be reduced at the request of the employee except by voluntary agreement between the District and the Union. Any reduction in work year shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and consulting with AFSCME.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

Attachment to Collective Bargaining Agreement regarding provisions under review  
at PERB Proceeding, LA-CE-5741-E

ARTICLE 12: VACATIONS

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

The District Office and schools will normally be closed to the public during winter recess. No employee will be unduly encouraged to take vacation during winter recess.

ARTICLE 14: UNION RIGHTS

14.7 AFSCME stewards and officers shall be allowed a reasonable amount of re-lease time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

ARTICLE 15: TRANSPORTATION

15.9 After hours transportation dispatching will be rotated evenly among the employees holding the positions of Director of Transportation, Transportation Specialist, Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. Commencing January 1, 2013, these employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone.

JA  
JMJ

MEMORANDUM OF UNDERSTANDING  
BETWEEN AFSCME LOCAL 3112 AND THE DISTRICT  
PERTAINING TO BUS DRIVER WORK YEAR

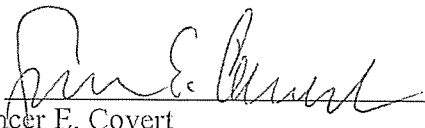
MAY 27, 2016

The District and AFSCME agree to clarify the work year for school bus drivers.

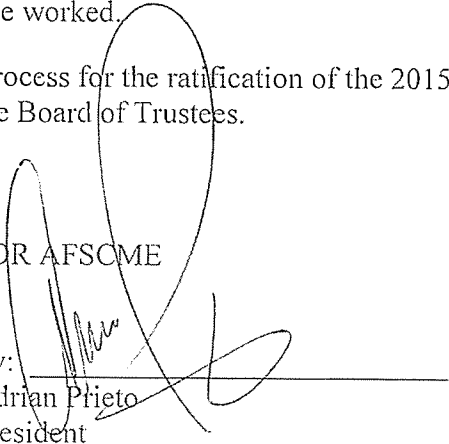
1. Regarding Article 15 of the Agreement between the District and AFSCME, the work year over 10.1 months (184 work days) is based upon the number of regular student school days, currently 180 student instructional school days and four (4) additional work days to be scheduled by the District.
  - 1.1 For 2015-16 only, it is understood that the last two work days will be on May 31 and June 1, 2016. (May 30 is the Memorial Day holiday.) For following school years, commencing 2016-17, the four days will be scheduled by the District. Two of these four days will be scheduled prior to the start of the instructional school year.
  - 1.2 Work days for the summer assignment of Extended School Year (ESY) are in addition to the 184 days. The number of bus routes and work days during ESY depends upon the student enrollment in ESY and the number of instructional days. As a result, the number of bus drivers and working days each year will correspond to the number of ESY student instructional days for that year.
2. The four most senior bus drivers will be known as "senior bus drivers." The work year for the four senior bus drivers shall be 208 work days including the 184 work days for regular bus drivers, the summer assignment of ESY and five additional work days to be scheduled between the end of the regular school year and the start of ESY. In case of a resignation/retirement of a senior bus driver, then the regular bus driver having the greatest seniority will fill the vacant senior bus driver position.
3. For purposes of sick leave and vacation accrual, it is agreed that all regular bus drivers shall accrue vacation and sick leave based upon 10.1 months of service effective July 1, 2015. Regular bus drivers assigned to ESY will accrue one additional day each of vacation and sick leave per section 12.1.6(4). Since the assignment of senior bus drivers includes ESY, senior bus drivers will accrue vacation and sick leave based upon 11 months of service.
4. The District may employ up to three regular bus drivers with assignments as "cover drivers." Effective upon ratification, "cover drivers" will no longer be eligible for equalization per Section 15.3.
5. Weekend and holiday split trips will be paid a minimum of four hours for the "take" and four hours for the "return." Weekday split trips will be paid actual time worked.
6. This MOU will be included within the ratification process for the ratification of the 2015-16 Reopener Negotiations between the AFSCME membership and the Board of Trustees.

This MOU is dated: May 27, 2016

FOR THE DISTRICT

By:   
Spencer E. Covert  
Chief Spokesperson

FOR AFSCME

By:   
Adrian Prieto  
President

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**Anaheim Union High School District (AUHSD)**

**and the**

**American Federation of State County and Municipal Employees, Local 3112  
(AFSCME)**

**Health and Welfare Plan Changes for 2017 Plan Year**

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical Insurance

PPO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

HMO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.



Brad Jackson  
Assistant Superintendent  
Human Resources



Adrian Prieto  
President  
Local 3112, AFSCME

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Program Change Effective January 1, 2019

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 18, 2018. The following changes will be effective beginning January 1, 2019:

Medical Insurance

## EPO

- Reduce Specialist Visit Copay to \$20

## PPO

- Increase Participating Chiropractic Provider Services from 31 visits to 52 visits per calendar year
- Eliminate Out-of-Network Chiropractic Provider and Out-of-Network Physical Therapy coverage
- Revise current Maximum Out-of-Pocket Formula to fixed in-network/out-of-network dollar amounts based on employee's expenses
- Eliminate the 4<sup>th</sup> quarter deductible carryover

Prescription Coverage through Express Scripts, Inc.

- Implement the Exclusive Specialty Pharmacy for complex specialty medications
- Implement the high-touch patient care SafeGuard RX Programs for Hepatitis C, Inflammatory Conditions, Oncology, Multiple Sclerosis, and Rare Conditions
- Implement the SAVEONSP copay offset savings program while offsets are valid
- Implement custom diabetes plan design to subsidize all test strips at the tier 1 copay

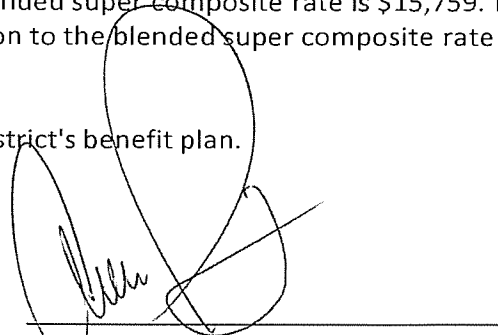
The current maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2019, the maximum District contribution to the blended super composite rate will be \$16,078.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 19, 2018



Brad Jackson  
Assistant Superintendent  
Human Resources



Adrian Prieto  
President  
Local 3112, AFSCME

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Filling Benefited Vacancies for Food Service I Positions

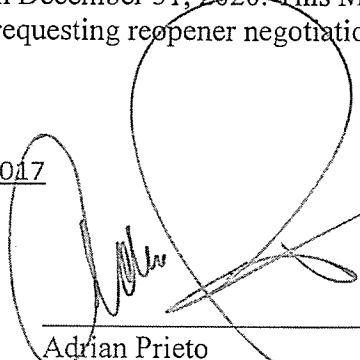
The following procedures shall be followed to fill benefited vacancies for Food Service I positions:

1. District's classified personnel office will prepare practical test interview questions. Eligible applicants will be current Food Service I employees. (Always same questions will be asked the applicants, credit will be given for seniority per Personnel Commission Rules)
2. The rating of the applicants will be performed by at least two Cafeteria Manager I's or II's, selected by the Director of Food Services.
3. All interviewees will be put on a "Promotion Interview List" in rank order. The "Promotion Interview List" will be valid for 12 months. At the end of 12 months a new "Promotion Interview List" will be established following these procedures.
4. The ranks provided by the Personnel Commission Director to the Director of Food Services and Assistant Director will be in accordance with the Personnel Commission Rules. The Benefited food service position will be selected from these ranks.
5. Procedures and challenges to the appointments will be handled in accordance with Personnel Commission Rules.
6. This MOU supersedes 17.2.2 of the current agreement between the District and AFSCME.
7. This MOU is subject to ratification by the parties. Its effective date shall be January 1, 2018, and will be in effect through December 31, 2020. This MOU will continue in place after 2020 subject to either party requesting reopener negotiations after December 31, 2020.

This MOU is dated: November 28, 2017



Brad Jackson  
Assistant Superintendent  
Human Resources



Adrian Prieto  
President  
AFSCME #3112




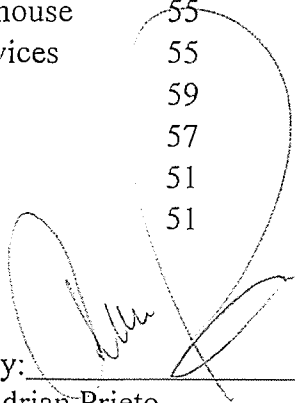
## MEMORANDUM OF UNDERSTANDING

September 6, 2018

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

<u>Classification</u>	<u>Current Salary Range</u>
Athletic Facilities Technician	57
Auditorium Operations Technician	53
Electronics Technician	59
Equipment Repair Mechanic	55
Food Service Equipment Technician	61
Heavy Equipment Operator	55
Instrument Repair Technician	61
Maintenance Carpenter	59
Maintenance Electrician	61
Maintenance Floor/Plaster Worker	59
Maintenance Glazier	57
Maintenance Painter	57
Maintenance Plumber	59
Maintenance Service Worker	53
Maintenance Welder/Fabricator	61
Mechanic	61
Pool Maintenance Technician	57
Senior Custodian	50
Senior Warehouse Worker – Central Warehouse	55
Senior Warehouse Worker – Nutrition Services	55
Shop Equipment Repair Technician	59
Technology Services Technician	57
Warehouse Worker – Central Services	51
Warehouse Worker – Food Service	51

By:   
 Brad Jackson  
 Assistant Superintendent, Human Resources

By:   
 Adrian Prieto  
 President, Local 3112

**Memorandum of Understanding**

**Between the**

**American Federation of State, County, and Municipal Employees, Local 3112**

**and the**

**Anaheim Union High School District**

**June 6, 2017**

**GPS/Zonar tracking devices and/or Videotape Cameras**

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonar tracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):

"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (of the data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, at the time of an accident, the District must provide the employee driving the vehicle, and her or his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.

2. The parties agree that the GPS/Zonar device may be used to confirm time. This BOT 77

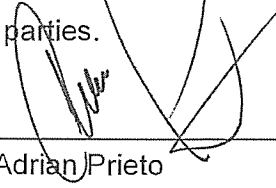
provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the CBA

This MOU will be recommended for ratification by both parties.



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Brad Jackson  
Assistant Superintendent  
Human Resources



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Adrian Prieto  
President  
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (District)

and the

American Federation of State, County, and Municipal Employees, Local 3112 (AFSCME)

Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours


The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following between the parties pertaining to the implementation of a Bus Driver Minimum Work Day Guarantee of 5 Hours.

A committee consisting of up to 4 representatives each will meet monthly, or more as needed, throughout the 2019-20 school year with the goal of developing contract language to be implemented during the 2020-21 and 2021-22 school year. During negotiations in the 2021-22 school year, there will be an automatic reopener to review the recommendations of the committee for inclusion in the collective bargaining agreement beginning with the 2022-23 school year.

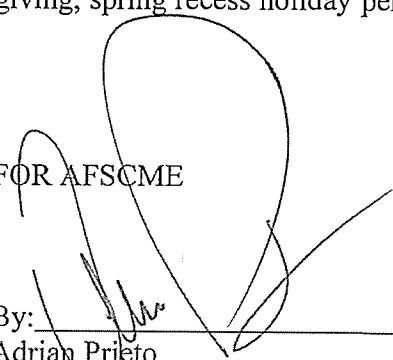
- This pilot program will begin in the month following ratification of the tentative agreement between AUHSD and AFSCME for the remainder of the 2019-20 school year and will continue as a pilot program during the 2020-21 and 2021-22 school years. The four senior bus drivers will continue their 8-hour work day.
- Bus drivers will be brought up to the minimum guaranteed hours with trips and/or related duties that will be assigned between the hours of 5:30 a.m. and 4:30 p.m.
- Drivers who turn down extra trips or related duties will have that time counted towards the minimum guarantee of hours.
- During the pilot period, the District will continue to utilize equalization language, subject to revisions recommended by the committee. The four senior, 8-hour drivers are not included in equalization except for football assignments. No senior bus driver shall receive an extra hour assignment until all drivers have had the opportunity to work an eight-hour day.
- During the pilot period, no grievance shall be filed related to Article 15.
- During the pilot program, seniority rotation, not equalization will govern work volunteered for during winter recess, Thanksgiving, spring recess holiday periods, ESY and when school is closed.

This MOU is dated September 10, 2019.

FOR THE DISTRICT

By:   
 Brad Jackson  
 Assistant Superintendent, Human Resources

FOR AFSCME

By:   
 Adrian Prieto  
 President, Local 3112

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2020

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 4, 2019. The following changes will be effective beginning January 1, 2020:

**EPO Medical Plan**

- Add Durable Medical Equipment pre-certification requirement to purchases over \$1,500 and rentals over \$500 per month
- Revise current Physical Therapy, Acupuncture, and Chiropractic benefit plan language from combined, "60 days per injury/illness" to combined 52 visits per calendar year

**PPO Medical Plan**

- Add In-Network Only Acupuncture benefit up to a maximum of 52 visits per calendar year
- Revise current Skilled Nursing Facility benefit plan language from, "unlimited" to 100 days per calendar year

**EPO and PPO Medical Plans**

- Eliminate fully-insured Mental Health and Substance Use via The Holman Group
- Implement District self-funded Mental Health and Substance Use using the Anthem Blue Cross Prudent Buyer PPO Network
- Eliminate Employee Assistance Program via The Holman Group
- Implement Employee Assistance Program via Anthem
- Coverage for wigs due to medical related hair loss
- Implement Radiology & Cardiology Benefit Management program to promote appropriate, safe, and affordable health care

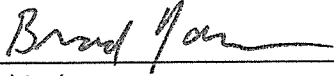
**EPO and PPO Prescription Coverage through Express Scripts, Inc.**

- Implement the Advantage Plus Prior Authorization program for certain medications
- Implement the Limited Step Therapy program for certain medications
- Implement the Advantage Plus Drug Quantity Limit program for safety and protection against inappropriate use and waste
- Implement the Advanced Opioid Management program to set quantity limits for safety and protection against inappropriate use and waste

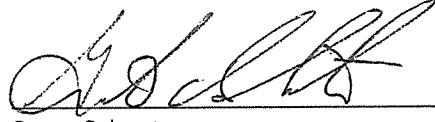
For calendar year 2020, the blended super composite rate will be \$15,959. The District contribution to the blended super composite rate shall be \$15,959 for calendar year 2020.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 25, 2019



Brad Jackson  
Assistant Superintendent  
Human Resources



Grant Schuster  
President  
Anaheim Secondary Teachers Association

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2020

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 4, 2019. The following changes will be effective beginning January 1, 2020:

**EPO Medical Plan**

- Add Durable Medical Equipment pre-certification requirement to purchases over \$1,500 and rentals over \$500 per month
- Revise current Physical Therapy, Acupuncture, and Chiropractic benefit plan language from combined, "60 days per injury/illness" to combined 52 visits per calendar year

**PPO Medical Plan**

- Add In-Network Only Acupuncture benefit up to a maximum of 52 visits per calendar year
- Revise current Skilled Nursing Facility benefit plan language from, "unlimited" to 100 days per calendar year

**EPO and PPO Medical Plans**

- Eliminate fully-insured Mental Health and Substance Use via The Holman Group
- Implement District self-funded Mental Health and Substance Use using the Anthem Blue Cross Prudent Buyer PPO Network
- Eliminate Employee Assistance Program via The Holman Group
- Implement Employee Assistance Program via Anthem
- Coverage for wigs due to medical related hair loss
- Implement Radiology & Cardiology Benefit Management program to promote appropriate, safe, and affordable health care

**EPO and PPO Prescription Coverage through Express Scripts, Inc.**

- Implement the Advantage Plus Prior Authorization program for certain medications
- Implement the Limited Step Therapy program for certain medications
- Implement the Advantage Plus Drug Quantity Limit program for safety and protection against inappropriate use and waste
- Implement the Advanced Opioid Management program to set quantity limits for safety and protection against inappropriate use and waste


For calendar year 2020, the blended super composite rate will be \$15,959. The District contribution to the blended super composite rate shall be \$15,959 for calendar year 2020.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 25, 2019



Brad Jackson  
Assistant Superintendent  
Human Resources



Cory Kretz  
Co-President  
APGA



Brian Bannon  
Co-President  
APGA



MEMORANDUM OF UNDERSTANDING

EXHIBIT Y

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Health and Welfare Program Change Effective January 1, 2020

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 4, 2019. The following changes will be effective beginning January 1, 2020:

**EPO Medical Plan**

- Add Durable Medical Equipment pre-certification requirement to purchases over \$1,500 and rentals over \$500 per month
- Revise current Physical Therapy, Acupuncture, and Chiropractic benefit plan language from combined, "60 days per injury/illness" to combined 52 visits per calendar year

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- Implement Radiology & Cardiology Benefit Management program to promote appropriate, safe, and affordable health care

**EPO and PPO Prescription Coverage through Express Scripts, Inc.**

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- Implement the Advanced Opioid Management program to set quantity limits for safety and protection against inappropriate use and waste

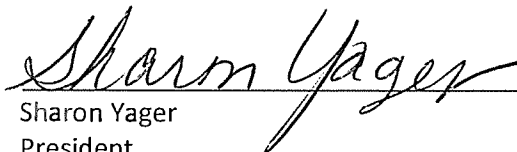
For calendar year 2020, the blended super composite rate will be \$15,959. The District contribution to the blended super composite rate shall be \$15,959 for calendar year 2020.

This MOU has no effect on any other portion of the District's benefit plan.

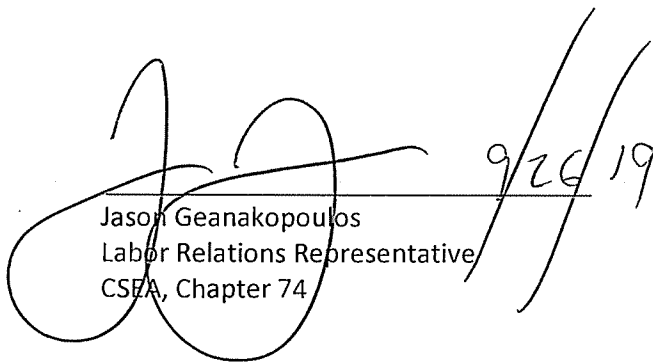
This MOU is dated: September 25, 2019



Brad Jackson  
Assistant Superintendent  
Human Resources



Sharon Yager  
President  
CSEA, Chapter 74



9/26/19

Jason Geanakopoulos  
Labor Relations Representative  
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

EXHIBIT Z

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Program Change Effective January 1, 2020

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 4, 2019. The following changes will be effective beginning January 1, 2020:

**EPO Medical Plan**

- Add Durable Medical Equipment pre-certification requirement to purchases over \$1,500 and rentals over \$500 per month
- Revise current Physical Therapy, Acupuncture, and Chiropractic benefit plan language from combined, "60 days per injury/illness" to combined 52 visits per calendar year

**PPO Medical Plan**

- Add In-Network Only Acupuncture benefit up to a maximum of 52 visits per calendar year
- Revise current Skilled Nursing Facility benefit plan language from, "unlimited" to 100 days per calendar year

**EPO and PPO Medical Plans**

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- Implement Employee Assistance Program via Anthem
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- Implement Radiology & Cardiology Benefit Management program to promote appropriate, safe, and affordable health care

**EPO and PPO Prescription Coverage through Express Scripts, Inc.**

- Implement the Advantage Plus Prior Authorization program for certain medications
- Implement the Limited Step Therapy program for certain medications
- Implement the Advantage Plus Drug Quantity Limit program for safety and protection against inappropriate use and waste
- Implement the Advanced Opioid Management program to set quantity limits for safety and protection against inappropriate use and waste

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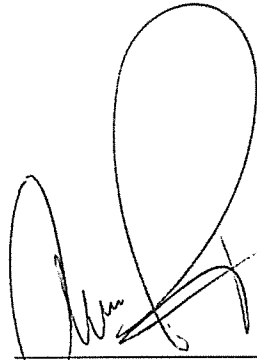
This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 25, 2019



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Brad Jackson  
Assistant Superintendent  
Human Resources



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Adrian Prieto  
President  
AFSCME, Local 3112

MEMORANDUM OF UNDERSTANDING

EXHIBIT A A

Between the

Anaheim Union High School District (AUHSD)

and the

Mid Managers Association (MMA)

Health and Welfare Program Change Effective January 1, 2020

The Anaheim Union High School District (AUHSD) and the Mid Managers Association (MMA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 4, 2019. The following changes will be effective beginning January 1, 2020:

**EPO Medical Plan**

- Add Durable Medical Equipment pre-certification requirement to purchases over \$1,500 and rentals over \$500 per month
- Revise current Physical Therapy, Acupuncture, and Chiropractic benefit plan language from combined, "60 days per injury/illness" to combined 52 visits per calendar year

**PPO Medical Plan**

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**EPO and PPO Medical Plans**

- Eliminate fully-insured Mental Health and Substance Use via The Holman Group
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- Implement Radiology & Cardiology Benefit Management program to promote appropriate, safe, and affordable health care


**EPO and PPO Prescription Coverage through Express Scripts, Inc.**

- Implement the Advantage Plus Prior Authorization program for certain medications
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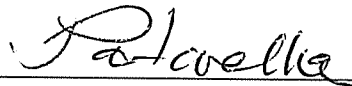
This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 25, 2019



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Brad Jackson  
Assistant Superintendent  
Human Resources



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James Patanella  
President  
Mid Managers Association

ANAHEIM UNION HIGH  
SCHOOL DISTRICT  
(AUHSD)

INITIAL PROPOSAL TO

ANAHEIM SECONDARY TEACHERS  
ASSOCIATION  
(ASTA)

FOR THE 2019-2020 SCHOOL YEAR CONTRACT

October 10, 2019

**Anaheim Union High School District's  
Initial Negotiation Position for Collective Bargaining with the  
Anaheim Secondary Teachers Association**

The District will open negotiations with the Anaheim Secondary Teachers Association for the 2019-2020 contract year subsequent to a public hearing before the Board of Trustees. The District will open the following articles:

Article 10      Hours of Employment

Per Article 23: Duration of the 2018-20 AUHSD/ASTA Agreement, the District and Association have mutually consented to open the following additional articles:

Article 9      Transfer Procedures

Article 12     Evaluations

Per Article 23: Duration of the 2018-20 AUHSD/ASTA Agreement, the following articles shall be open for negotiations:

Article 14     Wages and Items Related to Wages

Article 15     Health and Welfare



**Anaheim Secondary Teachers Association (ASTA/Association) Initial Proposal  
to the Anaheim Union High School District (AUHSD/District)  
for negotiations of the  
2019-20 Collective Bargaining Agreement (Agreement)  
October 10, 2019**

*The following proposal is presented to the District for the purpose of beginning collective bargaining for the 2019-20 contract year. Per Article 23: Duration of the 2018-20 AUHSD/ASTA Agreement, the Association has an interest in opening the following Articles and any Appendices associated with/related to these articles:*

ARTICLE 11: Class Size

*Per Article 23: Duration of the 2018-20 AUHSD/ASTA Agreement, the Association and the District have mutually consented to open the following additional articles:*

ARTICLE 9: Transfer Procedures- for the purpose of outlining the posting, hiring, and placement process(es) related to Extra Service Pay (ESP) and Leadership Positions

ARTICLE 12: Evaluation Procedures- to further clarify current processes/steps

ARTICLE 17.3: Complaints Against Unit Members- to further clarify current processes/steps

*Per Article 23: Duration of the 2018-20 AUHSD/ASTA Agreement, the following articles shall be open for negotiations:*

ARTICLE 14: Wages and Items Related to Wages

ARTICLE 15: Health and Welfare Benefits

The Anaheim Union High School District is committed to maintaining a learning environment that is free of harassment and discrimination. The District prohibits the unlawful sexual harassment of any student by anyone at school or at school-sponsored or school-related activities. Under federal and state law, the term sexual harassment includes sexual violence. The District also prohibits retaliatory behavior or action against any person who reports, testifies about, files a complaint, or otherwise participates in a District complaint, investigation or grievance process regarding alleged sexual harassment in violation of this policy.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment; or, under Title IX of the Education Amendments of 1972 (Title IX), a hostile environment has been created if the unwelcome conduct of a sexual nature is sufficiently serious that it denies or limits the student's ability to participate in or benefit from the educational program.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Though an incident of sexual harassment may occur off campus or unrelated to school activity, if the effects of the incident may result in harassment, intimidation, or bullying at school or at school-sponsored or school-related activities, which is sufficiently serious to interfere with or limit the targeted student's ability to participate in or benefit from the education program, the District Compliance Officer/designee or Principal/designee shall promptly investigate, determine what occurred, and take action to eliminate any harassment, intimidation, or bullying that occurs at school or at school-sponsored or school-related activities, prevent its recurrence, and address its effects.

A "report" or "complaint" is defined as any oral or written communication to a District employee or administrator which alleges behavior or misconduct that may constitute sexual harassment or sexual violence. A report or complaint may include an oral report, an email, a text message, or other message conveyed to a District employee or administrator. The report or complaint does not have to be on a particular form or use specific words to identify the law which may have been violated.

An “educational setting” includes participation in educational programs and activities of the school or District, including all the academic, educational, extracurricular, athletic, and other programs and activities of the school, whether those programs or activities take place in a school’s facilities, on a school bus, or at a class or training program sponsored by the school or District at another location.

A “third party” includes someone who is connected to the school or the district for educational, business, or extra-curricular purposes. For example, a third party may include a vendor, volunteer, coach, or other person who is on school or District grounds during the hours of operation or who is present in the educational setting.

Examples of types of conduct which are prohibited in the District and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
3. Unwelcome or demeaning conduct or comments of a sexual nature directed at or about an individual related to actual or perceived gender, gender identity and gender expression, sex, sexual behavior, sexual orientation, or other related personal characteristics.
4. Graphic verbal comments about an individual’s body or overly personal conversation(s).
5. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature.
6. Spreading sexual rumors.
7. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.
8. Massaging, grabbing, fondling, stroking, or brushing the body.
9. Touching an individual’s body or clothes in a sexual way.
10. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex.
11. Displaying sexually suggestive objects.
12. Sexual violence, including, but not limited to, sexual assault or sexual battery as defined in Education Code 48900(n), or sexual coercion.
13. Dating violence, stalking, and relationship abuse.

14. Electronic communications containing words, or images described above, including but not limited to sending of sexual pictures, images, web pages, memes, gifs, or messages through text messaging, social media, or other technologies using a telephone, computer, or any wireless communications device.
15. A District employee engaging in, soliciting, or encouraging a sexual relationship or sexual activity with a student(s) based on written, verbal, and/or physical contact or fraternization with a student(s). In some circumstances, a District employee's physical contact with a student may also take on sexual connotations and rise to the level of sexual harassment. For example, a District employee's behavior, such as repeatedly hugging and putting their arms around a student under inappropriate circumstances, could rise to the level of unwelcome touching of a sexual nature.
16. Sexual relationships between District employees and students.
17. Sexual relationships between District employees and former students, if (a) the District employee pursued an intimate or sexual relationship with the former student while the student was enrolled in the District and while the employee was employed with the District.; (b) if the District employee's pursuing behavior took place in an educational setting; or (c) if the District employee's behavior adversely affects the current educational environment.
18. Sexual relationships between District employees and students or former students may also violate Title IX.

The Superintendent or designee shall ensure that all District students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment and sexual violence, including the fact that sexual harassment and sexual violence could occur between people of the same sex.
2. A clear message that students do not have to endure sexual harassment or sexual violence.
3. Encouragement for a student to immediately contact a teacher, the Principal/designee or any other available District employee if the student has been subjected to sexual harassment by a student, District employee, or a third party in the educational setting.
4. Explanation that, when a report of sexual harassment is made to a Principal/designee, that administrator shall inform the student and/or parent/guardian of the right to file a written complaint through the District's Uniform Complaint Procedures, and also explain how to access those procedures.
5. Encouragement for student bystanders to report observed instances of sexual harassment, even where the target of the harassment has not complained.

6. Information about the District's procedure for investigating sexual harassment complaints and the person(s) to whom a report of sexual harassment should be made.
7. Information about the rights of students and parents/guardians to file a criminal complaint or an OCR complaint, as applicable

### **Complaint Process/Procedure**

All reports and complaints alleging sexual harassment or sexual violence shall be addressed immediately in accordance with this policy and the Board Policy and Administrative Regulation 91200, Uniform Complaint Procedures.

### **Compliance Officer**

The Board designates the Assistant Superintendent of Human Resources as the Compliance Officer designated to receive and direct investigation of complaints under this policy, maintain records of complaints and subsequent related actions, ensure District compliance with the law, answer inquiries regarding the District's sexual harassment policies. This individual is also the District's Title IX Coordinator. The Compliance Officer may designate another District employee or third party investigator to investigate complaints.

Assistant Superintendent, Human Resources  
501 N. Crescent Way / P.O. Box 3520  
Anaheim, CA 92803  
Phone: 714 999-1512

### **Student Reports**

Any student who believes they have been subjected to sexual harassment or who has witnessed sexual harassment may report the conduct to any District employee.

### **District Employee Observation and Reports**

Within one school day of receiving a sexual harassment report or complaint from a student, parent/guardian or other person, a District employee shall report it to the site Principal/designee or to the District employee's supervisor.

Any District employee who observes an incident of sexual harassment involving a student shall immediately intervene when safe to do so and shall, within one school day, report the conduct to the Principal/designee or to the District employee's supervisor, regardless of whether the target of the harassment makes a report or files a complaint.

Any such report by a District employee does not satisfy the obligation to make a mandated report of suspected child abuse, if applicable.

**Reports about Principal/Designee**

Where a sexual harassment report or complaint involves the Principal/designee/employee's supervisor, District Compliance Officer, or any other person to whom the complaint, report, or incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

**Principal/Supervisor Actions after Receiving a Report**

The Principal/designee/employee's supervisor shall, within one school day of receiving the report from a student, a District employee, or a third party, forward the complaint itself or a transcription of the oral report to the District Compliance Officer, unless the District Compliance Officer is the subject of the report or complaint, in which case, the report or complaint shall be forwarded within one school day to the Superintendent/designee.

The Principal/designee/employee's supervisor shall also inform the student and/or student's parent/guardian of the right to file a written complaint through the Uniform Complaint Procedures. The Principal/designee/employee's supervisor shall provide a free copy or a link to the Uniform Complaint Procedures. The Principal/designee/employee's supervisor shall document when and how they informed the student and/or the parent/guardian.

**Reports about Adult Sexual Relationships with Students**

In all allegations of a District employee or third party adult engaging in a sexual relationship with a student or a former student, the District Compliance Officer shall assess whether a referral is necessary to either law enforcement or other appropriate agency.

**Notification of Factual Findings from other Entities**

If the District is on notice of a factual finding that a District employee engaged in behavior with a student, (including a student from a different school or district), which may constitute sexual harassment or sexual violence as defined in this policy, the District Compliance Officer shall investigate the circumstances surrounding the factual finding.

If the District is on notice of a factual finding that a student engaged in behavior with another student, (including a student from a different school or district), which may constitute sexual harassment or sexual violence as defined in this policy, the District Compliance Officer shall investigate the circumstances surrounding the factual finding.

If the District Compliance Officer is able to determine that the factual finding rises to the level of sexual harassment in violation of this policy, the District shall promptly take action to eliminate the sexual harassment in the educational setting, prevent its recurrence in the educational setting, and address its effects in the educational setting.

For the purposes of this section, a "factual finding" includes a finding of fact made by another public or private school, a law enforcement agency, a child protection agency, a court, the Commission on Teaching Credentials, or any other finding of fact provided to the District which

indicates that a District employee or student engaged in behavior which may constitute a violation of this policy and poses a risk to the safety of the District's students.

### **Other Complaint Options**

A student may file a complaint of sexual harassment and, if desired, simultaneously proceed with a criminal complaint. When and if applicable, the District Compliance Officer will inform the complainant and respondent of the status of the investigation and when the investigation resumes if a temporary delay is caused by the initiation of a criminal investigation.

A student may also file a sex discrimination complaint with the Office for Civil Rights (OCR) of the United States Department of Education.

### **Response Pending Investigation**

When an incident of sexual harassment is reported, the Principal/designee, in consultation with the District Compliance Officer, shall determine whether interim measures should be implemented pending the results of an investigation. The Principal/designee or District Compliance Officer shall take immediate measures necessary to stop the alleged harassment, protect students, and/or ensure student access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or alleged victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the complainant or alleged victim of his/her options to avoid contact with the alleged harasser and allow the complainant or alleged victim to change academic and extracurricular arrangements, as appropriate. The school should also ensure that the complainant or alleged victim is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such interim measures shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside of school-sponsored or school-related activities.

### **Enforcement of District Policy**

The Superintendent or designee shall take appropriate actions to reinforce the District's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti.
2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond. Training for staff may include topics of child abuse reporting and Title IX compliance.
3. Disseminating and/or summarizing the District's policy and regulation regarding sexual harassment.
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to parents/guardians and the community.

5. Taking appropriate disciplinary action.
6. Taking appropriate remedial or corrective actions.

### **Disciplinary Action**

If it is determined that a District employee has violated this policy, the District shall take action to address the violation and any substantiated risk, including appropriate disciplinary action, up to and including termination, in accordance with law, Board policy, and applicable collective bargaining agreement.

Any student who engages in sexual harassment or sexual violence in the educational setting, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account. Suspensions and recommendations for expulsion shall follow applicable law.

Students who knowingly file false complaints of sexual harassment or sexual violence or give knowingly false statements in an investigation shall be subject to discipline by measures up to and including suspension and expulsion, as shall any student who is found to have retaliated against another student in violation of this policy.

When disciplinary action is recommended after the uniform complaint procedure is complete, the District Compliance Officer or Superintendent, as appropriate, shall promptly determine the appropriate sanction and forward the matter to the Principal/designee and/or appropriate District administrator who will promptly implement the sanction.

### **Confidentiality**

All complaints and allegations of sexual harassment or sexual violence shall be kept confidential except as necessary to carry out the investigation, take subsequent remedial or corrective action, conduct ongoing monitoring, or as required by law.

When a complainant notifies the District of the harassment but requests confidentiality, the Principal/designee or the District Compliance Officer shall inform the complainant that the request may limit the District's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the District will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant notifies the District of the harassment but requests that the District not pursue an investigation, the District will determine whether it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

### **Maintenance of Records**

The District Compliance Officer, in consultation with the Superintendent or designee, shall maintain a record of all reported cases of sexual harassment and sexual violence to enable the District to monitor, address, and prevent harassing behavior in the educational setting.



Notifications

A copy of the District's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year
2. Be displayed on the District and school websites, in a prominent location in the main administrative building, and in other areas where notices of District rules, regulations, procedures, and standards of conduct are posted
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session
4. Appear in any school or District publication that sets forth the school's or District's comprehensive rules, regulations, procedures, and standards of conduct
5. Be included in the student handbook
6. Be provided District employees at the beginning of the first quarter or semester of the school year, or when a new District employee is hired
7. Be provided to employee organizations

## Legal Reference:

## EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex
48900	Grounds for suspension or expulsion
48900.2	Additional grounds for suspension or expulsion; sexual harassment
48904	Liability of parent/guardian for willful student misconduct
48980	Notice at beginning of term

## CIVIL CODE

51.9	Liability for sexual harassment; business, service and professional relationships
1714.1	Liability of parents/guardians for willful misconduct of minor

## GOVERNMENT CODE

12950.1	Sexual harassment training
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## CODE OF REGULATIONS, TITLE 5

3080	Application of section
4600-4687	Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws  
1232g Family Educational Rights and Privacy Act  
1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy  
106.1-106.71 Nondiscrimination on the basis of sex in education programs

Board of Trustees  
October 25, 2001  
References Reviewed: November 2003  
Revised: Pending  
A

The Anaheim Union High School District is committed to a safe school environment free from bullying, discrimination, harassment, and intimidation consistent with state and federal law. Consistent with the law, the District prohibits bullying and discrimination and provides a timely and effective complaint procedure for pupils who believe they have been the victim of bullying or discrimination.

This policy applies to all of the District's students. This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the Anaheim Union High School District. This policy also reminds school personnel of their obligation to intervene, when safe to do so, as required by Education Code section 234.1(b)(1).

The District also is mindful that, at times, behavior that is rude or insensitive may nevertheless be constitutionally protected in the context of a public school environment. Such conduct can best be combatted and prevented with effective strategies that involve pupils, parents and school employees in collaborative efforts to teach tolerance and ensure equal educational opportunities for all.

Legal Reference:

EDUCATION CODE

234-234.5 Safe Place to Learn Act

Board of Trustees

August 16, 2012

Revised: Pending

P

DEFINITIONS

- A. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- a. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
  - b. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - c. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - d. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

While not an exhaustive list, examples of bullying/cyberbullying might include:

- direct physical contact, such as hitting or shoving;
- threats to harm another person;
- oral or written assaults, such as teasing or name-calling;
- social isolation or manipulation;
- posting harassing messages, direct threats, social cruelty or other harmful texts, sounds or images on the Internet, including socialnetworking sites;
- posting or sharing false or defamatory information about another person;
- posting or sharing information about another person that is private;
- pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;
- posting or sharing photographs of other people without their permission;
- spreading hurtful or demeaning materials created by another person (e.g., forwarding offensive e-mails or text messages); and
- retaliating against someone for complaining that they have been bullied

Administrative Regulation

- B. "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.
- C. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

PROHIBITION OF BULLYING

The District prohibits bullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics set forth in Penal Code section 422.55 and Education Code section 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Educ. Code §§ 234.1(a); 48900(r).) [cf. Board Policy 7703/7703-R (Uniform Complaint Procedures) and Board Policy 8708/8708-R (Sexual Harassment of Students)]

In addition, the District prohibits retaliation against complainants.

FREE SPEECH PROTECTION

This policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code sections 48907 and 48950, and other applicable law.

DUTIES AND RESPONSIBILITIES OF SCHOOL EMPLOYEES

If school personnel witness an act of discrimination, harassment, intimidation, or bullying, he or she shall take immediate steps to intervene when safe to do so. (Educ. Code §234.1(b)(1).)

The District will use regular uniform complaint procedures for complaints alleging discrimination, harassment, intimidation or bullying (Board Policy 7703, Uniform Complaint Procedures).

REPORTING AND INVESTIGATING COMPLAINTS; COMPLAINT OFFICER

Any employee who has knowledge of discrimination, harassment, intimidation or bullying shall inform the site administrator of the concern as soon as possible. The site administrator shall notify the District's Nondiscrimination Officer within 24 hours. Students who have knowledge of discrimination, harassment, intimidation or bullying are encouraged to inform a teacher or school administrator as soon as possible. Students and parents may make such complaints anonymously by calling the Nondiscrimination Officer at the number below. Anonymous reports must provide sufficient corroborating evidence to justify the commencement of an investigation. Because of the

inability of investigators to interview anonymous complainants, it may be more difficult to evaluate the allegations and, therefore, less likely to cause an investigation to be initiated.

Formal complaints regarding violations of this policy shall be made pursuant to the District's Uniform Complaint Procedure, Board Policy/Administrative Regulation 7703/7703-R.

The District's Nondiscrimination Officer is:

Assistant Superintendent, Human Resources  
501 Crescent Way, Anaheim, CA 92803  
(714) 999-1512

The Nondiscrimination Officer/designee is responsible for ensuring the District's compliance with nondiscrimination laws impacting California public school districts. The Nondiscrimination Officer/designee shall notify the parents of the reported victim and the alleged perpetrator of the complaint and, if appropriate, law enforcement officials. The Nondiscrimination Officer/designee may refer the victim, perpetrator and others to counseling and mental and other health services, as appropriate. The Nondiscrimination Officer/designee shall maintain documentation of complaints and their resolution for a minimum of one CPM review cycle. (Educ. Code § 234.1(e).)

#### CONFIDENTIALITY

The identity of a complainant alleging discrimination, harassment, intimidation, or bullying shall remain confidential as appropriate within the dual contexts of the District's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the District will comply with requests for confidentiality to the extent possible.

#### DISCIPLINARY CONSEQUENCES

Students who violate this policy may be subject to discipline, including suspension and expulsion pursuant to the District's discipline policies and procedures, Board Policy/Administrative Regulation 8700/8700-R.

#### NOTIFICATIONS

The District shall publicize this policy, including information about the manner in which to file a complaint, to pupils, parents, employees, agents of the governing board and the general public. The information shall be translated pursuant to Education Code section 48985. This policy shall be posted in all schools and offices, including staff lounges and pupil government meeting rooms. (Educ. Code § 234.1(c) and (d).)

ANTI-BULLYING EDUCATION; TRAINING FOR EDUCATORS

The District has an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity. The District shall undertake educational activities to prevent bullying and counter discriminatory incidents that impact the school environment and, within constitutional bounds, to minimize and eliminate a hostile environment on school grounds that impairs the access of pupils to equal educational opportunity. (Educ. Code § 201(g).)

As part of its Educational Technology plan and Acceptable/Responsible Use Policy, the District educates pupils about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. (Board Policy/Administrative Regulation 7901.03/7901.03-R.) The District also educates pupils and teachers on the appropriate and ethical use of information technology in the classroom and Internet safety.

INTER-DISTRICT TRANSFERS

A pupil who has been determined by personnel of either the district of residence or the district of proposed enrollment to have been the victim of an act of bullying committed by a pupil of the district of residence shall, at the request of the person having legal custody of the pupil, be given priority for inter-district attendance under any existing inter-district attendance agreement or, in the absence of an agreement, be given additional consideration for the creation of an inter-district attendance agreement. (Educ. Code § 46600(b).)

Legal References:

Board Policy

- 7703 Uniform Complaint Procedures
- 7901.03/7901.03-R Use of Technology
- 8700/8700-R Student Discipline
- 8708/8708-R Sexual Harassment of Students

Education Code

- 201 (g) Equal Educational Opportunity
- 220 Harassment characteristics
- 234.1 (a), (b)(1), (c), (d), (e)
- 35351 Discrimination
- 46600 (b) Inter-district Attendance
- 48900 (r) Bullying
- 48900.2 Sexual Harassment
- 48900.3 Hate Violence
- 48900.4 Harassment, Intimidation
- 48980 Notification of Parent or Guardian

Penal Code References:  
422.55

Board of Trustees  
August 16, 2012  
Revised: Pending



The Anaheim Union High School District expects its employees to maintain the highest ethical standards, behave professionally, follow District policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and members of the school community.

Employee conduct should enhance the integrity of the District and the goals of the educational program. Each employee is expected to acquire the knowledge and skills necessary to fulfill his/her responsibilities and to contribute to the learning and achievement of District students.

The Anaheim Union High School District encourages District employees to accept as guidance principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong. The District expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property.

### **Inappropriate Employee Conduct**

Examples of types of conduct which are inappropriate and prohibited in the District include, but are not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon;
2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed;
3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child;
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student, including through use of social media or other electronic communications;
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time;
6. Using profane, obscene, or abusive language against or with students, parents/guardians, staff, or community members;
7. Willfully disrupting District or school operations by loud or unreasonable noise or other actions intended to cause or resulting in disruption;

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on District property, or at a school-sponsored activity;
9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records;
10. Divulging confidential information about students, district employees, or District operations to persons or entities not authorized to receive the information;
11. Using District equipment or other District resources, including use of duty time, for the employee's own commercial purposes or for political activities (Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of District technological resources at any time without the employee's consent);
12. Using District equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity; and
13. Causing damage to or engaging in theft of property belonging to students, staff, or the District.

### **Reports of Misconduct**

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in Board Policy and Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline. District prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Notifications

The section(s) of the District’s employee Code of Ethics addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites.

Legal Reference:

EDUCATION CODE

- 200-262.4 Prohibition of discrimination on the basis of sex
- 44050 Employee code of conduct; interaction with students
- 44242.5 Reports and review of alleged misconduct
- 48980 Parental notifications

PENAL CODE

- 11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

- 80303 Reports of dismissal, resignation, and other termination for alleged misconduct
- 80331-80338 Rules of conduct for professional educators

Board of Trustees  
Pending  
P

# FIT BODY BOOT CAMP

## Corporate Rate Agreement

This agreement is between the two parties of Anaheim Union High School District and Fit Body Boot Camp of Southwest Anaheim (FBBC). FBBC will provide a corporate rate to employees of AUHSD as stated below. This will be an ongoing agreement unless terminated by either party.

### Corporate Membership Rates for Employees:

#### Free 2-Week Jumpstart Trial:

- Orientation and start date will be determined
- Unlimited Workouts Monday-Friday
- Initial Weigh-in & Body Fat Scan
- Initial 'Before' photo
- Initial Group Exercise Assessments
- Final Weigh-in & Body Scan
- Final 'After' photo
- Progress Report on Exercise Assessments

#### When the trial is over:

- Continued Accountability & Motivation
- Discounted 6, 12-month membership
- Unlimited Training
- FREE Consultations
  - FREE Progress Assessments
  - FREE Weigh-ins and Body Fat Scans
- Discounts on apparel, supplements, HR monitors

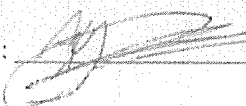
#### Price Summary:

- Free 2- Week Trial
- Post Challenge
  - \$140/6 -month membership (normally \$159)
  - \$120/12-month membership (normally \$139)
  - Discounts on supplements, MyZone HR Monitor included with membership

Employees of AUHSD will contact [sales@fitbodyswanaheim.com](mailto:sales@fitbodyswanaheim.com) to get started in the program.

Employees that are already members of FBBC will be eligible to receive the listed corporate rates.

Fit Body Boot Camp of Southwest Anaheim

Signature: 

Name: Alessandro Yorke

Title: Director

Date: 9/20/19

AUHSD

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

Name: Brad Jackson

Title: Assistant Superintendent, Human Resources

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

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into as of the 11th day of October, 2019, by and between Parker & Covert LLP, hereinafter referred to as "Consultant", and the Anaheim Union High School District, hereinafter referred to as "District", and collectively referred to as the "Parties".

WHEREAS, the District is in need of special services and advice in engineering matters related to environmental testing and evaluation; and

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

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

WHEREAS, such services are needed on a limited basis.

NOW, THEREFORE, the Parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

To provide a consultant to assist the District in engineering matters, as scheduled by the Superintendent or his designee.

2. The Consultant commenced providing services under this Agreement on November 19, 2018 and shall continue to perform services through June 30, 2020, unless extended by the mutual written agreement of the Parties. The Consultant will 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.

3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the Agreement.
4. The District shall pay the Consultant a total amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), unless increased by the mutual agreement of the Parties. Consultant shall submit an invoice to the DISTRICT thirty (30) days in advance of each payment due date.
5. The District may at any time for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. 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.
6. Consultant agrees to and shall hold harmless and indemnify the 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 or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the Consultant's negligent performance of services called for in this agreement except for

liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

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

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


7. This Agreement is not assignable without written consent of the Parties hereto.
8. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.



9. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written.

CONSULTANT

By:   
Douglas N. Yeoman

Title: Managing Partner

Address: Parker & Covert LLP  
17862 East 17<sup>th</sup> Street, Suite 204  
Tustin, CA 92780-2164

Date: October 4, 2019

Federal Tax ID #  
or Social Security #: 95-3530915

DISTRICT

By: \_\_\_\_\_  
Jennifer Root, Ed.D.

Title: Assistant Superintendent, Business

Address: 501 Crescent Way  
Anaheim, CA 92803-3520

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

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the 11th day of October 2019, by and between Parker & Covert LLP, 17862 East Seventeenth Street, Suite 204, Tustin, California 92780 ("Client") and Ninyo & Moore ("Consultant"). The Consultant shall provide special services in engineering matters on behalf of the Anaheim Union High School District ("District") as discussed in Consultant's September 13, 2019 Proposal for Additional Environmental Consulting Services, including Schedule of Fees, also known as "Project No. 210699001," attached as Exhibit "A", and Invoice No. 210699001A dated June 6, 2019, attached as Exhibit "B" hereto and incorporated herein by this reference, for the following properties currently owned by the City of Anaheim, located at 1001 through 1075 West Lincoln Avenue (collectively, the "Properties").

### 1. Services To Be Performed By Consultant.

(a) It is understood and agreed that Client represents the District and that Client is providing the Consultant to perform those services set forth in Consultant's Proposal for Project No. 210699001.

(b) The Consultant may, at Consultant's own expense, employ such assistants as Consultant deems necessary to perform the services required of Consultant by this Agreement. Neither Client nor District will train, control, direct, or supervise Consultant's assistants or employees in the performance of those services.

(c) The Consultant is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District, Client and Consultant or any of Consultant's agents or employees. Consultant assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. Consultant, its agents and employees, shall not be entitled to any rights and/or privileges of Client's or District's employees and shall not be considered in any manner to be either the Client's or District's employees.

### 2. Compensation.

(a) Except as otherwise provided in this Agreement, Consultant shall be compensated for services rendered under this Agreement in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) in accordance with the Schedule of Fees attached as Exhibit "A", unless if increased by action of District's governing board.

(b) Not more frequently than monthly, Consultant shall provide to Client its itemized invoice, including all supporting documentation, for services rendered under this Agreement. Upon receipt, Client agrees to promptly transmit Consultant's invoice to District for payment. Within five (5) calendar days of receiving payment from District upon Consultant's invoice, Client agrees to submit a check payable to Consultant in the amount received from the District. Client shall not be financially responsible for any delays in processing or payment of any invoice forwarded to the District.

(c) Client will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide Consultant with a statement of earnings at the end of each calendar year. Consultant is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board. Concurrent with the execution of this Agreement, Consultant shall complete and provide to Client IRS Form W-9 Request for Taxpayer Identification Number and Certification.

### **3. Term of Agreement.**

Provided that the District's governing board at its October 10, 2019 meeting approves Client's Consulting Agreement authorizing Client to engage the services of Consultant to perform the special services required by this Agreement, including services previously rendered as set forth in Exhibit "B", the term of this Agreement shall commence October 11, 2019 and continue through the earlier to occur of June 30, 2020 or Consultant's completion of the services required by this Agreement, unless sooner terminated pursuant to the provisions of Section 5 of this Agreement. Client and Consultant, with written concurrence of District, may mutually agree in writing to extend the term of this Agreement provided, however, neither the District nor Client shall be obligated to pay Consultant any additional consideration unless Consultant undertakes additional services, in which instance the consideration shall be increased as Client and Consultant shall agree in writing.

### **4. Obligations of Consultant.**

(a) Upon receipt of a Notice to Proceed from Client expected within five (5) calendar days following Board approval of Client's Consulting Agreement, Consultant agrees to diligently prosecute the work specified in Exhibit "A" hereto to completion. During the term of this Agreement, Consultant may represent, perform services for, and be employed by such additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

(b) Consultant will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) At all times during the term of this Agreement, Consultant agrees to provide workers' compensation insurance for Consultant's employees and agents as required by law. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(d) Consultant shall indemnify and hold harmless Client and District and their respective officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligent or wrongful acts and/or omissions in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any of its employees and shall further indemnify, pay for the defense of, and hold harmless Client and District of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

(e) During the entire term of this Agreement, Consultant shall procure, pay for and keep in full force and effect a policy of commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate to cover any negligent acts committed by Consultant or Consultant's employees or agents during the performance of any duties under this Agreement. Such policy of insurance shall name District as an additional insured. A Certificate of insurance with respect to the foregoing shall be delivered to District prior commencing services required by this Agreement. Consultant further agrees to hold Client and District harmless from any and all claims arising from any such negligent act or omission.

##### **5. Termination of Agreement.**

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should Consultant default in the performance of this Agreement or breach any of its provisions, Client may terminate this Agreement by giving written notification to Consultant.

(c) If at any time during the performance of this Agreement District determines, at its sole discretion, to suspend indefinitely or abandon work under this Agreement, Client shall have the right to terminate the performance of Consultant's

services hereunder by giving written notification to Consultant of its intention to terminate. Upon receipt of such termination notice from District, this Agreement shall automatically terminate without any further action required by either party other than for Client to provide a copy of such letter to Consultant.

(d) In the event that Client terminates this Agreement under paragraph (b) or (c) of this Section, Consultant shall only be paid for those services rendered to the date of termination.

6. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth below for Client and Consultant. The foregoing addresses may be changed by written notice to the other party as provided herein.

Client

Parker & Covert LLP  
17862 East 17<sup>th</sup> Street, Suite 204  
Tustin, California 92780  
Attn: Douglas N. Yeoman  
Managing Partner

Consultant

Ninyo & Moore  
475 Goddard, Suite 200  
Irvine, California 92618  
Attn: John Jay Roberts,  
Principal Geologist

(b) Client and Consultant mutually agree that any written material or any copyrightable work of any nature created by Consultant pursuant to this Agreement shall be considered a "work made for hire" and District the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that District shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by Consultant and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties. In the event of any discrepancies between the terms of this Agreement and Consultant's proposal attached at Exhibit "A" of this Agreement shall govern.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of Client, Consultant, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of District or as a part of any audit of District, for a period of three (3) years after final payment is made under this Agreement. Consultant shall preserve and cause to be preserved such books, records and files for the audit period.

(g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

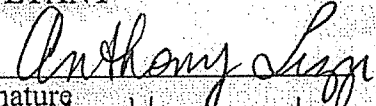
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"CLIENT"

By:   
Signature  
DOUGLAS N. YEOMAN  
Printed Name  
MANAGING PARTNER  
Title

Date: OCTOBER 1, 2019

"CONSULTANT"

By:   
Signature  
Anthony Lizzi  
Printed Name  
Principal Geologist  
Title

Date: October 1, 2019

**EXHIBIT "A"**  
**CONSULTANT PROPOSAL SCOPE OF WORK  
AND FEE SCHEDULE**

**(Attached Behind This Page)**



Geotechnical & Environmental Sciences Consultants

September 13, 2019  
Project No. 210699001

Anaheim Union High School District  
c/o Mr. Douglas N. Yeoman  
Parker & Covert LLP  
17862 East Seventeenth Street  
Suite 204, East Building  
Tustin, California 92780

Subject: Proposal for Additional Environmental Consulting Services  
1001 through 1075 West Lincoln Avenue Properties  
Anaheim, California

Dear Mr. Yeoman:


Ninyo & Moore was retained by Parker & Covert LLP on May 9, 2018 on behalf of the Anaheim Union High School District (District) to perform professional services for the referenced properties currently owned by the City of Anaheim (City). Ninyo & Moore understands that the District is considering obtaining ownership of these properties.

Ninyo & Moore was provided a map and laboratory results from a Phase II Environmental Site Assessment (ESA) prepared by Pacific Edge (PE, April, 2018) in April 2018 for the referenced properties and conducted on behalf of the City. The Phase II ESA used information from Ninyo & Moore's Phase I ESA conducted for the City in 2010. Subsequently, Ninyo & Moore has received additional PE Phase II ESAs, dated June 18, 2018 and October 19, 2018, and has provided comments and communications regarding PE's findings. Ninyo & Moore understands that the District would like to retain Ninyo & Moore to continue the review the results of PE Phase II ESAs, advise the District on those results, coordinate with the District's counsel and District on those issues, provide opinions regarding adequacy of PE's Phase II ESA, and provide correspondence with District's counsel.

Ninyo & Moore proposes providing these services on a time-and-materials basis, as requested by the District's counsel. We suggest providing an initial authorization in the amount of \$5,000 (five thousand dollars) in accordance with the attached current Schedule of Fees. The charges will consist of review and communication time. Field services are not anticipated at this time.

If this is acceptable to the District and their counsel, please provide written authorization.

Sincerely,  
NINYO & MOORE



John Jay Roberts, PG, CEG  
Principal Geologist

JJR/

Attachments: Schedule of Fees

Distribution: (1) Addressee (via e-mail)

475 Goddard, Suite 200 | Irvine, California 92618 | p. 949.753.7070 | [www.ninyoandmoore.com](http://www.ninyoandmoore.com)



## Schedule of Fees

### Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist .....	\$ 178
Certified Industrial Hygienist .....	\$ 178
Senior Engineer/Geologist/Environmental Scientist .....	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 163
Certified Asbestos Consultant, Lead Inspector/Assessor, Lead Project Monitor .....	\$ 163
Project Engineer/Geologist/Environmental Scientist .....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 142
Certified Site Surveillance Technician, Lead Sampling Technician .....	\$ 142
Staff Engineer/Geologist/Environmental Scientist .....	\$ 126
GIS Analyst .....	\$ 116
Field Operations Manager .....	\$ 112
Supervisory Technician .....	\$ 98
Nondestructive Examination Technician, UT, MT, LP .....	\$ 98
ACI Concrete Technician .....	\$ 98
Concrete/Asphalt Batch Plant Inspector .....	\$ 98
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing) .....	\$ 98
Senior Field/Laboratory Technician .....	\$ 92
Field/Laboratory Technician .....	\$ 92
Technical Illustrator/CAD Operator .....	\$ 92
Information Specialist .....	\$ 78
Geotechnical/Environmental/Laboratory Assistant .....	\$ 76
Data Processing, Technical Editing, or Reproduction .....	\$ 68

### Other Charges

Concrete Coring Equipment (includes one technician) .....	\$ 180/hr
X-Ray Fluorescence .....	\$ 300/day
PID/FID Usage .....	\$ 140/day
Anchor load test equipment (includes technician) .....	\$ 97/hr
Hand Auger Equipment .....	\$ 65/day
Inclinometer Usage .....	\$ 40/hr
Vapor Emission Kits .....	\$ 40/kit
Level D Personal Protective Equipment (per person per day) .....	\$ 30/p/d
Rebar Locator (Pachometer) .....	\$ 30/hr
Nuclear Density Gauge Usage .....	\$ 15/hr
Field Vehicle Usage .....	\$ 12/hr
Direct Project Expenses .....	Cost plus 15%
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

**EXHIBIT "B"**

**CONSULTANT JUNE 6, 2019 INVOICE FOR  
PREVIOUSLY PERFORMED SERVICES**

**(Attached Behind This Page)**

# INVOICE

Mr. Douglas Yeoman  
 PARKER & COVERT  
 17862 E. 17th Street, Suite 204  
 Tustin, CA 92780

June 6, 2019  
 Project No: 210699001  
 Invoice No: 210699001A

Anaheim Union High School District  
 1001 to 1075 West Lincoln Avenue  
 Anaheim, California

Invoice through July 26, 2019 for environmental consulting services in relation to Anaheim Union High School District's potential interest in obtaining titles to properties on 1001 through 1075 West Lincoln Avenue in Anaheim, California from the City of Anaheim. Services include coordination, review of a Phase II ESA report prepared by the City's consultant, and preparation of a review comments letter.

Tax ID No. 33-0269828

**Professional Services**

Task	03	Report Preparation	Hours	Rate	Amount	
Principal Engineer/Geologist/Scientist						
		Roberts, John	11/19/2018	1.00	178.00	178.00
		Roberts, John	11/25/2018	2.00	178.00	356.00
		Roberts, John	11/26/2018	1.00	178.00	178.00
		Roberts, John	11/27/2018	1.50	178.00	267.00
Sr. Staff Engineer/Geologist/Scientist						
		Hernandez, Denisse	11/19/2018	1.00	142.00	142.00
		Hernandez, Denisse	11/21/2018	3.50	142.00	497.00
		Totals		10.00		1,618.00
		Total Labor				1,618.00

Task	04	Data Processing	Hours	Rate	Amount	
Data Processor						
		Carson, Linda	11/27/2018	.25	68.00	17.00
		Carson, Linda	12/4/2018	.50	68.00	34.00
		Chang, Sharon	11/27/2018	1.25	68.00	85.00
		Totals		2.00		136.00
		Total Labor				136.00

Task 09 Technical Illustration

# Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

Project 210699001

P&C/AUHSD/WEST LINCOLN AVENUE  
PROPERTIES

Invoice <Draft>

	Hours	Rate	Amount	
Technical Illustrator/CAD Operator				
Kerkai, Gyula	11/27/2018	.25	92.00	23.00
Petitjean, Jon	11/27/2018	1.50	92.00	138.00
Totals	1.75			161.00
<b>Total Labor</b>				<b>161.00</b>

Task 11 Project Coordination

	Hours	Rate	Amount	
Principal Engineer/Geologist/Scientist				
Anglin, Nancy	11/21/2018	.25	178.00	44.50
Anglin, Nancy	11/27/2018	.50	178.00	89.00
Anglin, Nancy	12/6/2018	.50	178.00	89.00
Anglin, Nancy	12/13/2018	.50	178.00	89.00
Roberts, John	11/19/2018	1.00	178.00	178.00
Roberts, John	11/25/2018	1.00	178.00	178.00
Roberts, John	11/26/2018	1.00	178.00	178.00
Roberts, John	11/27/2018	1.50	178.00	267.00
Roberts, John	11/28/2018	1.00	178.00	178.00
Roberts, John	12/4/2018	1.00	178.00	178.00
Project Engineer/Geologist/Scientist				
Cullip, Patrick	12/5/2018	.25	156.00	39.00
Cullip, Patrick	12/12/2018	.25	156.00	39.00
Totals	8.75			1,546.50
<b>Total Labor</b>				<b>1,546.50</b>

**TOTAL THIS INVOICE**

**\$3,461.50**

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

**EDUCATIONAL CONSULTING AGREEMENT**

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

11th	day of	October	2019
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by and between

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

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

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

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

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Render a sole source opinion for ongoing TeachFX software solution, including updates, support, and professional development/training.
--

Site/School:	Education & Information Technology	Funds (Cost Center):	General Funds
--------------	------------------------------------	----------------------	---------------

2. List of Other Supportive Staff or Consultants:

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

Date:	October 11, 2019
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	November 11, 2019
-------	-------------------

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:

TeachFX product information, including proposal and contract information
--

5. District shall pay Consultant the maximum amount of

\$900
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for services rendered

to # of people:	1	# hours per day:		# of days:	
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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:

Consultant to render a sole source opinion for ongoing TeachFX software solution, including updates, support, and professional development/training.

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

District is in need of a sole source opinion for ongoing TeachFX software updates, support, and professional development.

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

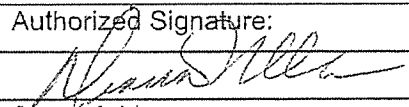
**COMMON-LAW FACTORS**  
**(IRS Revenue Rule 87-41)**

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) Perform services for multiple employers
- 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):			
Diana Larsen		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Retired Deputy Superintendent of Business		Jennfier Root, Ed.d.	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
8727 San Rafael Road		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Atascadero, CA 93422-4930		Anaheim, CA 92803-3520	
Date:		Date:	
9/29/19			

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number\* or Federal Identification Number\*

--	--

\*Or, initial below:

<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
-------------------------------------	--

Telephone Number:

E-mail Address:

805-462-8556	marmef@charter.net
--------------	--------------------

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature		Date	
-----------	--	------	--

**CHANGE ORDER NO.1**

(Deductive)

PROJECT: RFP #2018-03 Cypress High School Site Improvement ProjectTO: Balfour Beatty Construction, LLC

You are hereby directed to provide the extra work necessary to comply with this Change Order.

## DESCRIPTION OF CHANGE:

**Work Order #1-22- Change order work related to the Cypress HS Site Improvement Project. These work orders reflect the additive and deductive intermediate change directives required to complete the project including scope gaps, errors and omission, and unforeseen conditions. The mentioned work orders are reflected in the total cost of the work for the project.**

**Work Order #23- Represents the final GMP costs. This work order displays the final total cost of the work to the original contract value, including all project savings.**

COST (This cost shall not be deleted.):

Original contract price:	\$ <u>10,578,145.00</u>
Change Order amount:	\$ <u>(1,302,655.00)</u>
New contract price:	\$ <u>9,275,490.00</u>

TIME FOR COMPLETION:


Original completion date:	<u>365 calendar days</u>
Time for completion of Change Order:	<u>no change</u>
New completion date:	<u>365 calendar days</u>

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By:   
Signature

Brian Cahill  
Print Name

President, California Division  
Title

September 30, 2019  
Date

DISTRICT

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

Jennifer Root, Ed.D.  
Print Name

Assistant Superintendent, Business  
Title

\_\_\_\_\_  
Date

ARCHITECT

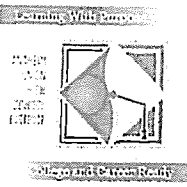
By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<b>Guaranteed Maximum Price (GMP)</b>	\$	<b>10,578,145</b>
Unused Contingencies	\$	(729,365)
Unused Trade Package Allowance	\$	(49,528)
Pool Descope	\$	(523,762)
<b>Total Project Savings</b>	<b>\$</b>	<b>(1,302,655)</b>
<b>New Contract Price</b>	<b>\$</b>	<b>9,275,490</b>



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

**Work Order**

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 001  
 Contingency Type: Allowance- Tennis Court

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 2 – Install and Remove Asphalt at Tennis Court Drive Aisle \$15,790.75 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ -	\$ -	\$ 187,739.00
E&O Contingency	\$ 750,956.00	\$ -	\$ -	\$ 750,956.00
Allowance	\$ 252,500.00	\$ 5,861.00	\$ 15,790.75	\$ 230,848.25
<b>TOTALS</b>	<b>\$ 1,191,195.00</b>	<b>\$ 5,861.00</b>	<b>\$ 10,084.00</b>	<b>\$ 1,175,250.00</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, or the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

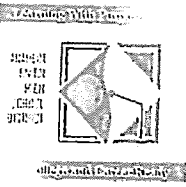
**COST:**

- Lump Sum \$15,790.75  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL, subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
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 These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root	<i>Jennifer Root</i>	7/17/18
AUHSD Director of Facilities, Patricia Neely	<i>Patricia Neely</i>	7/12/18
Contractor, Balfour Beatty, Zack Darwin	<i>Zack Darwin</i>	7/11/18
Architect, Ruhnau Clarke Architects, Dan Benner	<i>NA</i>	
Project Manager, Cumming, Ed Speake	<i>Ed Speake</i>	7/11/18
IOR, Knowland Construction, Aaron Beck	<i>Aaron Beck</i>	7-11-18



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

**Work Order**

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

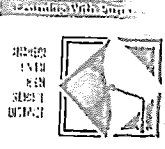
Work Order #: 002  
 Contingency Type: E & O Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

ICD No. 2 – COR No. 008 Cement treatment 5% to 7% \$25,937.50 ADD  
 ICD No. 6 – COR No. 006 Raffi fence post size change to 1/4" thickness \$10,375.00 ADD  
 ICD No. 9 – COR No. 011 Added quick couplers at Quad \$ 4,369.50 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ -	\$ -	\$ 183,561.00
E&O Contingency	\$ 750,956.00	\$ -	\$ 40,682.00	\$ 710,274.00
Allowance	\$ 252,500.00	\$ 22,165.75	\$ -	\$ 230,848.25
<b>TOTALS</b>	<b>\$ 1,191,195.00</b>	<b>\$ 25,829.75</b>	<b>\$ 40,682.00</b>	<b>\$ 1,124,683.25</b>

Not Valid until signed by the Owaer.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

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**COST:**

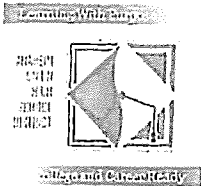
- Lump Sum \$40,682.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root	<i>Jennifer Root</i>	10/25/18
AUHSD Director of Facilities, Patricia Neely	<i>Patricia Neely</i>	7/25/18
Contractor, Balfour Beatty, Zack Darwin	<i>Zack Darwin</i>	7/18/18
Architect, Ruhnau Clarke Architects, Dan Benner	<i>Dan Benner</i>	N/A
Project Manager, Cumming, Ed Speake	<i>Ed Speake</i>	7/18/18
IOR, Knowland Construction, Aaron Beck	<i>Aaron Beck</i>	7-18-18





Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 003  
 Contingency Type: Construction Contingency

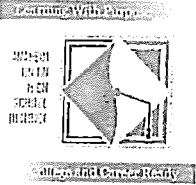
You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

ICD No. 012 – COR 007 Blue glass aggregate

\$10,375.00 ADD

Contingency Outside GMP	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 10,375.00	\$ 10,375.00	\$ 177,364.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 10,375.00</b>	<b>\$ 10,375.00</b>	<b>\$ 177,364.00</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

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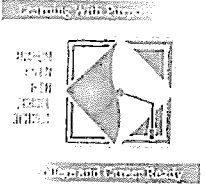
**COST:**

- Lump Sum \$10,375.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
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- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root	<i>[Signature]</i>	7/12/18
AUHSD Director of Facilities, Patricia Neely	<i>[Signature]</i>	7/12/18
Contractor, Balfour Beatty, Zack Darwin	<i>[Signature]</i>	7/18/18
Architect, Ruhnau Clarke Architects, Dan Benner	<i>[Signature]</i>	6-7-18
Project Manager, Cumming, Ed Speake	<i>[Signature]</i>	7/18/18
IOR, Knowland Construction, Aaron Beck	<i>[Signature]</i>	7-18-18



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Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 004  
 Contingency Type: Allowance

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

ICD 015, COR 021 - Irrigation Conduit to feed Quad	\$ 12,452	ADD
ICD 027, COR 014 - Delete 2 boxes, add conduit	\$ (7,079)	CREDIT
ICD 032, COR 019 - Pool Feeder Conduit	\$ 21,816	ADD
ICD 035, COR 025 - Speaker Conduit at Quad	\$ 12,169	ADD
COR 013 - Repair Site Lighting Conduit	\$ 8,724	ADD
COR 027 - Revise Center Post at 5 Gates	\$ 6,057	ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Prebid RFI Allowance	\$ 50,000.00	\$ 0.00	\$ 50,000.00	\$ 0.00
Tennis Court Allowance	\$ 50,000.00	\$ 15,790.75	\$ 4,139.00	\$ 30,070.25
<b>TOTALS</b>	<b>\$ 100,000.00</b>	<b>\$ 15,790.75</b>	<b>\$ 54,139.00</b>	<b>\$ 30,070.25</b>

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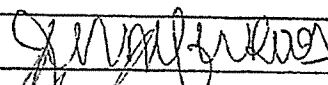
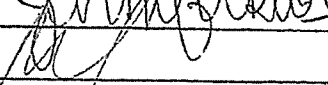
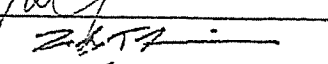
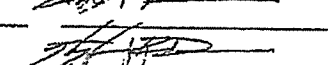
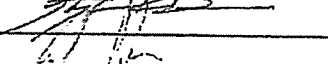
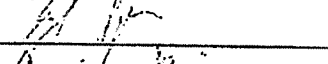
**COST:**

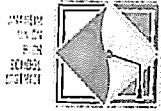
- Lump Sum \$54,139.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
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**Balfour Beatty Construction does not agree that this work did not impact the schedule and reserves our right to submit for a schedule & cost impact at a later date.**

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		3/27/19
AUHSD Director of Facilities, Patricia Neely		3/27/19
Contractor, Balfour Beatty, Zack Durwin		2/22/19
Architect, Ruhnau Clarke Architects, Dan Benner		3/6/19
Project Manager, Cumming, Ed Speake		3/27/19
IOR, Knowland Construction, Aaron Beck		2-27-19



Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

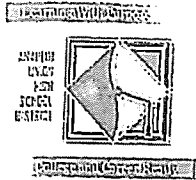
To: *Balfour Beatty*  
*10620 Treena St., Suite 300*  
*San Diego, CA 92131*

Work Order #: 005  
Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

ICD 004, COR 009 - Temp Fence at Pool                      \$ 4,094.00    ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 10,375.00	\$ 4,094.00	\$ 173,270
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 10,375.00</b>	<b>\$ 4,094.00</b>	<b>\$ 173,270</b>



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

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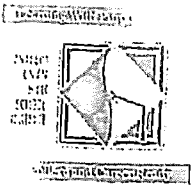
**COST:**

- Lump Sum \$4,094.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
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**TIME:**

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		3/27/19
AUHSD Director of Facilities, Patricia Neely		3/27/19
Contractor, Balfour Beatty, Zack Darwin		2/19/19
Architect, Ruhnu Clarke Architects, Dan Benner		3/4/19
Project Manager, Cumming, Ed Speake		2/19/19
IOR, Knowland Construction, Aaron Beck		2-19-19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

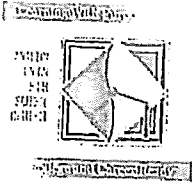
To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 006  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR 6, ICD 013 Boy's Restroom Demo & Patch back	\$3,433.00	ADD
COR 12, ICD 005 Revise Framing for Bottle Fillers	\$3,227.00	ADD
COR 22 New Toilet Carriers	\$3,122.00	ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 14,469.00	\$ 9,782.00	\$ 163,488.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 14,469.00</b>	<b>\$ 9,782.00</b>	<b>\$ 163,488.00</b>



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
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**COST:**

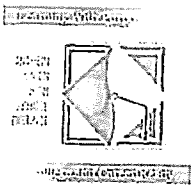
- Lump Sum \$9,782.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on **TIME & MATERIAL DAILY EXTRA WORK REPORT** forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the **CHANGE ORDER PROPOSAL** subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		4/9/19
AUHSD Director of Facilities, Patricia Neely		4/8/19
Contractor, Balfour Beatty, Zack Darwin		3/28/19
Architect, Ruhnau Clarke Architects, Dan Benner		4/3/19
Project Manager, Cumming, Ed Speake		3/28/19
IOR, Knowland Construction, Aaron Beck		3-29-19





Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
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 Fax: 714.520.5741

Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

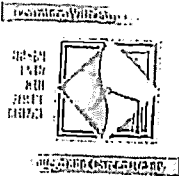
Work Order #: 007  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 30 – Additional asphalt at North and South Parking Lot      \$29,092.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739	\$ 24,251	\$ 29,092	\$ 134,396
<b>TOTALS</b>	<b>\$ 187,739</b>	<b>\$ 24,251</b>	<b>\$ 29,092</b>	<b>\$ 134,396</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

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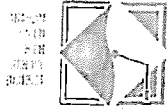
**COST:**

- Lump Sum \$29,092.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
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- In accordance with contract unit prices

**TIME:**

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		7/18/19
AUHSD Director of Facilities, Patricia Neely		9/2/19
Contractor, Balfour Beatty, Zack Darwin		4/22/19
Architect, Ruhnau Clarke Architects, Roger Clarke		4/6/19
Project Manager, Cumming, Ed Speake		4/30/19
IOR, Knowland Construction, Aaron Beck		5-1-19



Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
*10620 Treena St., Suite 300*  
*San Diego, CA 92131*

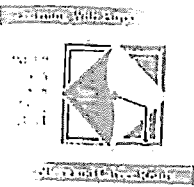
Work Order #: 008  
Contingency Type: E & O Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

ICD No. 52 – COR No. 036 Illuminated letters at entry wall \$4,333.69 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WQ	Balance
E&O Contingency	\$ 750,956.00	\$ 40,682.00	\$ 4,334.00	\$ 705,940.00
<b>TOTALS</b>	<b>\$ 750,956.00</b>	<b>\$ 40,682.00</b>	<b>\$ 4,334.00</b>	<b>\$ 705,940.00</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

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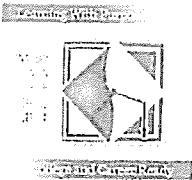
**COST:**

- Lump Sum \$ 4,334.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

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- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		5/23/19
AUHSD Director of Facilities, Patricia Neely		5/21/19
Contractor, Balfour Beatty, Zack Darwin		4/16/19
Architect, Ruhnau Clarke Architects, Dan Benner		4/22/19
Project Manager, Cumming, Ed Spcake		4/16/19
IOR, Knowland Construction, Aaron Beck		4-16-19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
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 Fax: 714.520.5741

Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 009  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 20R1 – Demo & concrete West of pool	\$ 7,773.00 ADD
COR No. 33 – Widen student walkway for access at Quad	\$ 3,520.00 ADD
COR No. 34 – Offsite turn approach patch back	\$ 1,424.00 ADD
COR No. 38, ICD No. 38 – Add spherical bollards & AG coating	\$ 6,280.00 ADD
COR No. 39 – Revised CMU type & pattern	\$ 9,750.00 ADD
COR No. 40 – Revise decking attachment	\$ 803.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 53,343.00	\$ 29,550.00	\$ 104,846.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 53,343.00</b>	<b>\$ 29,550.00</b>	<b>\$ 104,846.00</b>

Not Valid until signed by the Owner.

Contract Documents



State of California

Facilities Planning, Design and Construction  
501 Crescent Way - P.O. Box 3520  
Anahelm, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, on the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

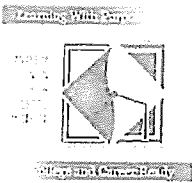
- Lump Sum \$29,530.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on **TIME & MATERIAL DAILY EXTRA WORK REPORT** forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the **CHANGE ORDER PROPOSAL** subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		5/25/19
AUHSD Director of Facilities, Patricia Neely		5/21/19
Contractor, Balfour Beatty, Zack Darwin		5/1/19
Architect, Ruhnau Clarke Architects, Dan Benner		5/10/19
Project Manager, Cumming, Ed Speake		4/30/19
IOR, Knowland Construction, Aaron Beck		5-1-19

RCA - CG 05/10/19



Facilities Planning, Design and Construction  
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Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 010 \_\_\_\_\_  
 Contingency Type: Construction Contingency

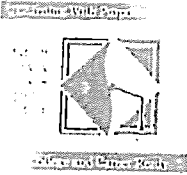
You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR 041, ICD No. 042 – Revise gate 3 & 3A

\$10,166.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 82,893.00	\$ 10,166.00	\$ 94,680.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 82,893.00</b>	<b>\$ 10,166.00</b>	<b>\$ 94,680.00</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
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 Anaheim, CA 92803-3520  
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**COST:**

- Lump Sum \$10,166.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
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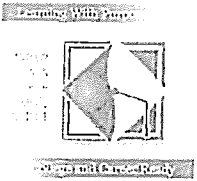
**TIME:**

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		5/25/19
AUHSD Director of Facilities, Patricia Neely		5/21/19
Contractor, Balfour Beatty, Zack Darwin		4/16/19
Architect, Ruhnau Clarke Architects, Dan Benner		5/19/19
Project Manager, Cumming, Ed Spcake		4/16/19
IOR, Knowland Construction, Aaron Beck		4-16-19

RCA - CG 05/10/19





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**Work Order**

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 011  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 18 – Added rock for high groundwater at sewer \$ 39,245.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 93,059.00	\$ 39,245.00	\$ 55,435.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 93,059.00</b>	<b>\$ 39,245.00</b>	<b>\$ 55,435.00</b>

Not Valid until signed by the Owner.

Contract Documents

2019  
LCS  
F-11  
SHEET  
0.0101



University of California, Riverside

Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and for adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

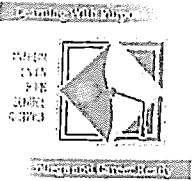
- Lump Sum \$39,245.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
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- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.  
These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		5/21/19
AUHSD Director of Facilities, Patricia Neely		5/21/19
Contractor, Balfour Beatty, Zack Darwin		4/17/19
Architect, Ruhnau Clarke Architects, Dan Benner		5/12/19
Project Manager, Cumming, Ed Speake		4/17/19
IOR, Knowland Construction, Aaron Beck		4-17-19

RCA - CG 05/10/19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
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 Fax: 714.520.5741

Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 012  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

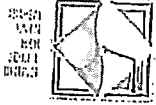
COR No. 45, ICD No.40 – Added drains to planters \$ 2,147.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 132,304.00	\$ 2,147.00	\$ 53,288.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 132,304.00</b>	<b>\$ 2,147.00</b>	<b>\$ 53,288.00</b>

Not Valid until signed by the Owner.

RCA - CG 06/05/2019

Contracting/Work Order



Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

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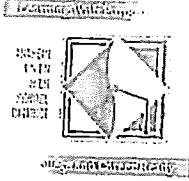
**COST:**

- Lump Sum \$2,147.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		6/14/19
AUHSD Director of Facilities, Patricia Neely		6/14/19
Contractor, Balfour Beatty, Zack Darwin		5/23/19
Architect, Ruhnau Clarke Architects, Dan Berner		6-7-19
Project Manager, Cumming, Ed Speake		5/23/19
IOR, Knowland Construction, Aaron Beck		5-23-19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
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Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 0013  
 Contingency Type: E & O Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 048, ICD No. 053 – Added gate stops

\$15,853.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
E&O Contingency	\$ 750,956.00	\$ 45,016.00	\$ 15,853.00	\$ 690,087.00
<b>TOTALS</b>	<b>\$ 750,956.00</b>	<b>\$ 45,016.00</b>	<b>\$ 15,853.00</b>	<b>\$ 690,087.00</b>

Not Valid until signed by the Owner.

Contract Documents



Contract Documents

Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
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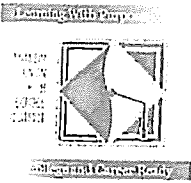
**COST:**

- Lump Sum \$ 15,853.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		6/14/19
AUHSD Director of Facilities, Patricia Neely		6/14/19
Contractor, Balfour Beatty, Zack Darwin		5/23/19
Architect, Ruhnau Clarke Architects, Dan Berner  Rostan Clarke		6-7-19
Project Manager, Cumming, Ed Speake		5/23/19
IOR, Knowland Construction, Aaron Beck		5-23-19



Facilities Planning, Design and Construction  
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Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treana St., Suite 300  
 San Diego, CA 92131

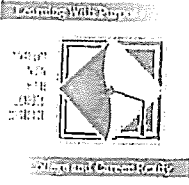
Work Order #: 014  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 16, ICD No.39 – Stage structure roofing revisions \$ 2,410.00 ADD  
 COR No. 26, ICD No.39 – Additional roofing at stage roof \$ 4,737.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 134,451.00	\$ 7,147.00	\$ 46,141.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 134,451.00</b>	<b>\$ 7,147.00</b>	<b>\$ 46,141.00</b>

Not Valid until signed by the Owner.



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 Anaheim, CA 92803-3520  
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**COST:**

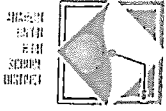
- Lump Sum \$7,147.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/22/19
AUHSD Director of Facilities, Patricia Neely		6/9/19
Contractor, Balfour Beatty, Zack Darwin		5/22/19
Architect, Ruhnau Clarke Architects, Dan Benner	 ROCKEN CLARKE	6-7-19
Project Manager, Cumming, Ed Speake		5/23/19
IOR, Knowland Construction, Aaron Beck		5-23-19





Facilities Planning, Design and Construction  
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### Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

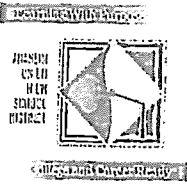
**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
*10620 Treena St., Suite 300*  
*San Diego, CA 92131*

Work Order #: 015  
Contingency Type: ADMINISTRATIVE

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Adjustment of substantial completion date from 3/18/2019 to 4/01/2019. This work order confirms no liquidated damages will be assessed, and also no additional and/or extended general conditions/fees will be pursued by Balfour Beatty Construction based on the actual substantial completion date of 04/01/2019.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, or the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

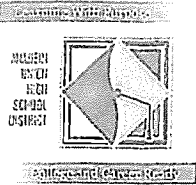
**COST:**

- Lump Sum NO COST ASSOCIATED  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		8/27/19
AUHSD Director of Facilities, Patricia Neely		7/3/19
Contractor, Balfour Beatty, Zack Darwin		8/26/19
Architect, Ruhnau Clarke Architects, Dan Benner		7/10/19
Project Manager, Cumming, Ed Speake		7/2/19
IOR, Knowland Construction, Aaron Beck		7-5-19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

**Work Order**

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 016  
 Contingency Type: Owner Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 15, ICD 24 – Revise door hardware	(\$2,808.00) ADD
COR No. 42 – Gate hardware revisions	\$ 14,786.00 ADD
COR No. 47, ICD 051 – Add gate at main entry	\$ 9,233.00 ADD
COR No. 50 – Added man-gate (G19A)	\$ 5,694.00 ADD
COR No. 51 – Add entry keypads	\$ 8,761.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Owner Contingency	\$ 35,666.00	\$ 0.00	\$ 35,666.00	\$
<b>TOTALS</b>	<b>\$ 35,666.00</b>	<b>\$ 0.00</b>	<b>\$ 35,666.00</b>	<b>\$</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.620.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, on the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and for adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

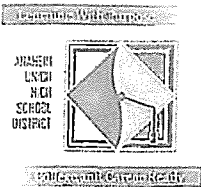
**COST:**

- Lump Sum \$35,666.00  Not to Exceed
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.  
 These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		6/12/19
AUHSD Director of Facilities, Patricia Neely		6/22/19
Contractor, Balfour Beatty, Zack Darwin		7/25/19
Architect, Ruhnau Clarke Architects, Rodger Clarke		6/4/19
Project Manager, Cummins, Edward Speake		7/17/19
IOR, Knowland Construction, Aaron Beck		7-30-19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Work Order

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
*10620 Treena St., Suite 300*  
*San Diego, CA 92131*

Work Order #: 017  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 03- Remove palm tree at Quad \$ 4,156.00 ADD  
 COR No. 24- Replace broken vault lid at Quad \$ 3,233.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 141,598.00	\$ 7,389.00	\$ 38,752.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 141,598.00</b>	<b>\$ 7,389.00</b>	<b>\$ 38,752.00</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, or the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

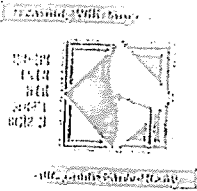
**COST:**

- Lump Sum \$7,389.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

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  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/12/19
AUHSD Director of Facilities, Patricia Neely		9/9/19
Contractor, Balfour Beatty, Zack Darwin		6/20/19
Architect, Ruhnu Clarke Architects, Rodger Clarke		6/4/19
Project Manager, Cumming, Edward Speake		6/20/19
IOR, Knowland Construction, Aaron Beck		7-5-19



Facilities Planning, Design and Construction  
 501 Crescent Way - P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 018  
 Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

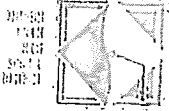
COR No. 18.1- Shallow Ground Water at Sewer

\$ 5,429.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 148,987.00	\$ 5,429.00	\$ 33,323.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 148,987.00</b>	<b>\$ 5,429.00</b>	<b>\$ 33,323.00</b>

Not Valid until signed by the Owner.

12/0000-VBI-2019



01-2018-01-00000000

Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

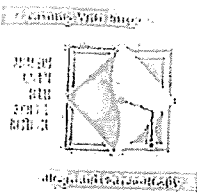
- Lump Sum \$5,429.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/24/19
AUHSD Director of Facilities, Patricia Neely		9/24/19
Contractor, Balfour Beatty, Zack Darwin		9/25/19
Architect, Ruhnau Clarke Architects, Rodger Clarke		9/24/19
Project Manager, Cumming, Kunal Shah		9/24/19
IOR, Knowland Construction, Aaron Beck		9-24-19





Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.620.3741

Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treenta St., Suite 300  
 San Diego, CA 92131

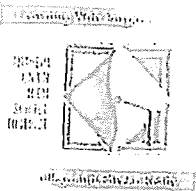
Work Order #: 019  
 Contingency Type: Unforeseen Allowance

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 44 – Revise Water Line	\$ 28,915.00 ADD
COR No. 44A – Revise Water Line	\$ 2,965.00 ADD
COR No. 52 – Shallow Ground water at Pool Shade Structures	\$ 15,172.00 ADD

GMP Cost Bucket	Budgeted Amount In GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Unforeseen Allowance	\$ 211,563.00	\$ 0.00	\$ 47,052.00	\$ 164,511.00
<b>TOTALS</b>	<b>\$ 211,563.00</b>	<b>\$ 0.00</b>	<b>\$ 47,052.00</b>	<b>\$ 164,511.00</b>

Not Valid until signed by the Owner.



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.6741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under this Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

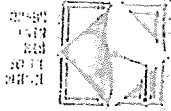
- Lump Sum \$47,052.00  Not to Exceed
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

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	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/20/19
AUHSD Director of Facilities, Patricia Neely		9/24/19
Contractor, Balfour Beatty, Zack Darwin		9/25/19
Architect, Ruhnau Clarke Architects, Rodger Clarke		9/24/19
Project Manager, Cumming, Kunal Shah	Kunal Nayarbhai	09/24/19
IOR, Knowland Construction, Aaron Beck		9-24-19

Facilities Planning, Design and Construction



Facilities Planning, Design and Construction

Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.3505  
Fax: 714.520.6741

### Work Order

Project Name: Cypress HS Site Improvement Project  
Project Number: 2018-03

P.O. # L64A0315  
DSA # 04-115856

To: *Balfour Beatty*  
10620 Treena St., Suite 300  
San Diego, CA 92131

Work Order #: 020  
Contingency Type: Construction Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR No. 46 – Add perforated Drain at Pool Bleachers	\$ 18,810.00 ADD
COR No. 53 – Add Posts at Gate G3,4,5	\$ 3,758.00 ADD
COR No. 54 – Relocate Quad Fencing	\$ 3,243.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Construction Contingency	\$ 187,739.00	\$ 154,416.00	\$ 25,811.00	\$ 7,512.00
<b>TOTALS</b>	<b>\$ 187,739.00</b>	<b>\$ 154,416.00</b>	<b>\$ 25,811.00</b>	<b>\$ 7,512.00</b>

Not Valid until signed by the Owner.

Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3620  
 Anaheim, CA 92803-3620  
 Tel: 714.999.3505  
 Fax: 714.520.5741

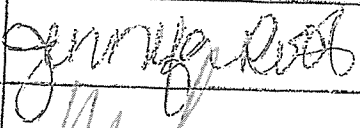



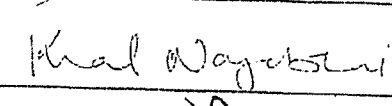
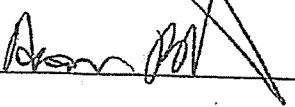
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

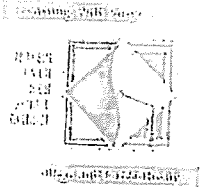
- Lump Sum \$25,811.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

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- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.  
 These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/18/19
AUHSD Director of Facilities, Patricia Neely		9/24/19
Contractor, Balfour Beatty, Zack Darwin		9/25/19
Architect, Ruhnu Clarke Architects, Rodger Clarke		9/25/19
Project Manager, Cumming, Kunal Shah		09/24/19
IOR, Knowland Construction, Aaron Beck		09-24-19

Facilities Planning, Design and Construction  
 501 Crescent Way ~P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.6741



Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treana St., Suite 300  
 San Diego, CA 92131

Work Order #: 021  
 Contingency Type: Owner Contingency

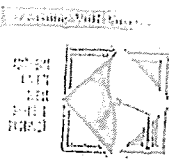
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COR No. 49 - Gate 19 Revisions (Raffi COR 10,11,11A) \$ 19,696.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Owner Contingency	\$ 105,781.00	\$ 35,666.00	\$ 19,696.00	\$ 50,419.00
<b>TOTALS</b>	<b>\$ 105,781.00</b>	<b>\$ 35,666.00</b>	<b>\$ 19,696.00</b>	<b>\$ 50,419.00</b>

Not Valid until signed by the Owner.

Facilities Planning, Design and Construction  
 501 Crescent Way - P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741



Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, or the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

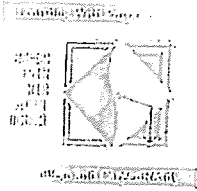
**COST:**

- Lump Sum \$19,696.00  Not to Exceed
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

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- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/24/19
AUHSD Director of Facilities, Patricia Neely		9/24/19
Contractor, Balfour Beatty, Zack Darwin		9/25/19
Architect, Ruhau Clarke Architects, Rodger Clarke		9/24/19
Project Manager, Cumming, Kunal Shah		9/24/19
IOR, Knowland Construction, Aaron Beck		9-24-19



Facilities Planning, Design and Construction  
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Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 021A  
 Contingency Type: Owner Contingency

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

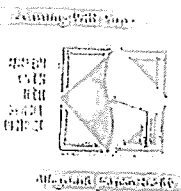
COR No. 49 - Gate 19 Revisions (Raffi COR 12,13,14,19,20)

\$ 46,876.00 ADD

GMP Cost Bucket	Budgeted Amount in GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Owner Contingency	\$ 105,781.00	\$ 55,362.00	\$ 46,876.00	\$ 3,543.00
<b>TOTALS</b>	<b>\$ 105,781.00</b>	<b>\$ 55,362.00</b>	<b>\$ 46,876.00</b>	<b>\$ 3,543.00</b>

Not Valid until signed by the Owner.

Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741



Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

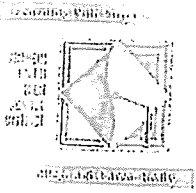
- Lump Sum \$46,876.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change     Impact unknown at this time     Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.  
 These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/22/19
AUHSD Director of Facilities, Patricia Neely		9/24/19
Contractor, Balfour Beatty, Zack Darwin		9/25/19
Architect, Ruhnu Clarke Architects, Rodger Clarke		9/24/19
Project Manager, Cumming, Kunal Shah		9/24/19
IOR, Knowland Construction, Aaron Beck		9-24-19





Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Work Order

Project Name: Cypress HS Site Improvement Project  
 Project Number: 2018-03

P.O. # L64A0315  
 DSA # 04-115856

To: *Balfour Beatty*  
 10620 Treana St., Suite 300  
 San Diego, CA 92131

Work Order #: 022  
 Contingency Type: Tennis Court Allowance

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

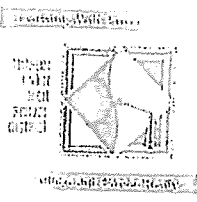
COR No. 12B – Additional Drinking Fountain \$ 2,910.00 ADD  
 COR No. 18B – Added Rock for High Groundwater \$ 1,094.00 ADD

GMP Cost Bucket	Budgeted Amount In GMP	Approved Amount to Date	Amount Approved by this WO	Balance
Prebid RFI Allowance	\$ 50,000.00	\$ 50,000.00	\$ 0.00	\$ 0.00
Tennis Court Allowance	\$ 50,000.00	\$ 19,930.00	\$ 4,004.00	\$ 26,066.00
<b>TOTALS</b>	<b>\$ 100,000.00</b>	<b>\$ 69,930.00</b>	<b>\$ 4,004.00</b>	<b>\$ 26,066.00</b>

Not Valid until signed by the Owner.

RCA - CG 09/25/2019

Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741



Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, on the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

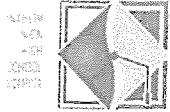
**COST:**

- Lump Sum \$4,004.00  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change  Impact unknown at this time  Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		9/24/19
AUHSD Director of Facilities, Patricia Neely		9/24/19
Contractor, Balfour Beatty, Zack Darwin		9/25/19
Architect, Ruhnau Clarke Architects, Rodger Clarke		9/25/19
Project Manager, Cumtting, Kunal Shah		9/24/19
IOR, Knowland Construction, Aaron Beck		9-24-19



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

**Work Order**

**Project Name:** Cypress HS Site Improvement Project  
**Project Number:** 2018-03

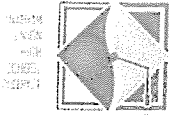
**P.O. #** L64A0315  
**DSA #** 04-115856

To: *Balfour Beatty*  
 10620 Treena St., Suite 300  
 San Diego, CA 92131

Work Order #: 023 \_\_\_\_\_  
 Contingency Type: Final GMP Costs- Administrative

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

<b>Guaranteed Maximum Price (GMP)</b>	\$	<b>10,578,145.00</b>
Unused Contingencies	\$	(729,365.00)
Unused Trade Package Allowance	\$	(49,528.00)
Pool Descope	\$	(523,762.00)
<b>Total Project Savings</b>	\$	<b>(1,302,655.00)</b>
<b>New Contract Price</b>	\$	<b>9,275,490.00</b>



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505  
 Fax: 714.520.5741

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

- Lump Sum     N/A      Not to Exceed     N/A
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
- In accordance with contract unit prices

**TIME:**

- No Change      Impact unknown at this time      Impact to contract completion date is estimated at      days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos.                      days )
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
- These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business, Jennifer Root		
AUHSD Director of Facilities, Patricia Neely		10/1/19
Contractor, Balfour Beatty, Brian Cahill		09/30/2019
Architect, Ruhnau Clarke Architects, Rodger Clarke		
Project Manager, Cumming, Kunal Shah		10/1/19
IOR, Knowland Construction, Aaron Beck		

CHANGE ORDER NO.

(Deductive)

PROJECT: Bid #2019-06 Kennedy HS Electrical Upgrades

TO: American Electric Company

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: \_

- Unused Allowance – DEDUCT \$5,621.71

COST (This cost shall be deleted.):

Original contract price:	\$ 73,000.00
Change Order amount:	\$ (5,621.71)
New contract price:	\$ 67,378.29

TIME FOR COMPLETION:

Original completion date:	_____
Time for completion of	
Change Order:	<u>no change</u>
New completion date:	_____

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT

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

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

Katrina G. Kincaid  
Print Name

Jennifer Root, Ed.D.  
Print Name

President / Owner  
Title

Assistant Superintendent, Business  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

<b>Quantity</b>	<b>Description</b>
6	Bookshelves
2	Cabinets
3	Chairs (Rolling)
45	Chairs (Stacking)
29	Chairs (Student)
13	Computer Tables
18	Desks (Student)
5	Desks (Teacher)
18	File Cabinets
7	Stools
3	Storage Cabinets
32	Tables

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

<b>Quantity</b>	<b>Type of Equipment</b>
12	A/V Carts
1	Cart
20	Computers
3	DVD Editors
1	Helium Tank
27	Misc. Musical Instruments
1	Printer
1	Projector
1	Smartboard
1	Stair Max
12	Televisions
1	Typewriter
5	VCR's
1	Whiteboard

**Declaring Certain Vehicles as Unusable, Obsolete, and Ready for  
Sale or Destruction**

Quantity	Vehicle No	Year	Make	Vehicle Vin.
1	#246	1985	Dodge	1B7FD14H0FS585079
1	#283	1984	Ford	1FTBR10A1EUB27479



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

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
<b>Biology</b>					
AP Biology 7th	1	Outdated	Fair	Obsolete	No To Be Sold
Biology	125	Outdated	Fair	Obsolete	No To Be Sold
Biology 7th Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Biology 9th Edition	14	Outdated	Fair	Obsolete	No To Be Sold
<b>Chemistry</b>					
Chemistry	20	Outdated	Fair	Obsolete	No To Be Sold
Matter and Change	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Computer</b>					
Beyond Karel J. Robot	39	Outdated	Fair	Obsolete	No To Be Sold
<b>Dictionary</b>					
Dictionary	337	Outdated	Fair	Obsolete	No To Be Sold
<b>Economics</b>					
Intro to Business	67	Outdated	Fair	Obsolete	No To Be Sold
Pacemaker Economics	35	Outdated	Fair	Obsolete	No To Be Sold
<b>English</b>					
Meeting the California Challenge	47	Outdated	Fair	Obsolete	No To Be Sold
<b>French</b>					
Bon Voyage	63	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage 1 TE	1	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage 2 TE	2	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage 2 WB	1	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage 3 TE	1	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage 3 WB	100	Outdated	Fair	Obsolete	No To Be Sold
<b>Government</b>					
American Government	140	Outdated	Fair	Obsolete	No To Be Sold
Government of the People	544	Outdated	Fair	Obsolete	No To Be Sold
<b>Health</b>					
Health	24	Outdated	Fair	Obsolete	No To Be Sold
<b>History</b>					
Medieval and Early	332	Outdated	Fair	Obsolete	No To Be Sold
The American Journey	479	Outdated	Fair	Obsolete	No To Be Sold
The Americans	690	Outdated	Fair	Obsolete	No To Be Sold
The Western Experience	86	Outdated	Fair	Obsolete	No To Be Sold
US History	200	Outdated	Fair	Obsolete	No To Be Sold

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

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
<b>Language</b>					
Language for Learning	49	Outdated	Fair	Obsolete	No To Be Sold
Language for Thinking	14	Outdated	Fair	Obsolete	No To Be Sold
<b>Library</b>					
Library Books	47	Outdated	Fair	Obsolete	No To Be Sold
Novels	345	Outdated	Fair	Obsolete	No To Be Sold
Thesaurus	45	Outdated	Fair	Obsolete	No To Be Sold
<b>Literature</b>					
Elements of Literature	5	Outdated	Fair	Obsolete	No To Be Sold
Great Source Daybooks	19	Outdated	Fair	Obsolete	No To Be Sold
Literature	81	Outdated	Fair	Obsolete	No To Be Sold
<b>Math</b>					
Algebra 1	64	Outdated	Fair	Obsolete	No To Be Sold
Calculus	186	Outdated	Fair	Obsolete	No To Be Sold
Math 1	11	Outdated	Fair	Obsolete	No To Be Sold
Math 2	13	Outdated	Fair	Obsolete	No To Be Sold
Math 3	9	Outdated	Fair	Obsolete	No To Be Sold
Measuring Up	52	Outdated	Fair	Obsolete	No To Be Sold
<b>Reading</b>					
Close Reader	215	Outdated	Fair	Obsolete	No To Be Sold
Collections	19	Outdated	Fair	Obsolete	No To Be Sold
<b>Science</b>					
Earth Science	379	Outdated	Fair	Obsolete	No To Be Sold
Focus on Life Science	302	Outdated	Fair	Obsolete	No To Be Sold
Focus on Physical Science	476	Outdated	Fair	Obsolete	No To Be Sold
Life Science	11	Outdated	Fair	Obsolete	No To Be Sold
Physical Science	19	Outdated	Fair	Obsolete	No To Be Sold
<b>Spanish</b>					
Entre Mundos	77	Outdated	Fair	Obsolete	No To Be Sold
Nuevas Vistas	118	Outdated	Fair	Obsolete	No To Be Sold
Realidades	12	Outdated	Fair	Obsolete	No To Be Sold
Tu Mundo	310	Outdated	Fair	Obsolete	No To Be Sold
<b>Writing</b>					
All Write	63	Outdated	Fair	Obsolete	No To Be Sold
Inside Writing	55	Outdated	Fair	Obsolete	No To Be Sold
Writer's Craft	61	Outdated	Fair	Obsolete	No To Be Sold
Writer's Craft TE	1	Outdated	Fair	Obsolete	No To Be Sold

**DONATIONS**

**EXHIBIT NN**

**October 10, 2019**

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Anaheim Union High School District	ECO Forest Disneyland	Bicycles, AIME Program \$350,000, AIME Summer Internship Program
Cypress	Sandra Armstrong	Normandy Vita Clarinet
Katella	Silvia Mendoza Lopez	\$1,000, Art Club
Walker	Kiwanis Club of La Palma	Backpacks and School Supplies

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 10/10/2019

FROM 09/03/2019 TO 09/30/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64S0041	123 OFFICE SOLUTION INC.	23,976.10	23,976.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0051	A 1 FENCE COMPANY	1,194.00	1,194.00	0138232081 5610	BALL/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
N64R0471	A 1 FENCE COMPANY	13,417.00	13,417.00	0131232081 5610	BR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
N64R0423	A CABRAL ROOFING GROUP	3,000.00	3,000.00	0121241081 5610	WESTERN/ROOF/MO / REPAIRS/MAINT - O/S
N64C0043	A LINE INC	405.00	405.00	0142230081 5620	OXFORD/GENERAL/MO / RENTALS/OPERATING
N64R0587	AARDVARK CLAY AND SUPPLIES INC	3,541.49	1,770.74	0125005010 4410	KA/ART/INSTR / EQUIPMENT - NON-CAPITALIZED
			1,770.75	0125385010 4410	KA/TITLE IV/INSTR / EQUIPMENT -
N64X0371	AARDVARK CLAY AND SUPPLIES INC	1,000.00	1,000.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
N64R0533	AASA	690.00	690.00	0106106072 5210	BUSINESS/GENL.ADM / TRAVEL AND CONFERENC
N64R0535	AASA	204.00	204.00	0106106072 5310	BUSINESS/GENL.ADM / DUES AND MEMBERSHIPS
N64R0501	AC POWER 1 INC	1,497.81	1,497.81	0138231081 5610	BALL/ELECTRIC/MO / REPAIRS/MAINT - O/S
N64R0432	ACCREDITING COMMISSION FOR	11,770.00	11,770.00	0115115072 5310	EDUCATION/GENL.ADM / DUES AND
N64R0415	ACSA REGION XVII	300.00	300.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
N64A0127	AG DESIGN INC	250,000.00	250,000.00	2656731185 6212	GOB SERIES 2018 - MEAS H / PLANNING -
N64R0527	ALL.AMERICAN TROPHY ENGRAVING	3,004.11	3,004.11	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
N64R0571	AMERICAN CASUAL	2,752.70	2,752.70	0132025040 4310	OR/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
N64R0485	AMERICAN MARKETING PROMOTIONS	1,027.94	1,027.94	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
N64A0121	ANAHEIM ELEMENTARY SCHOOL DIST	18,000.00	18,000.00	0163452010 5100	EL/BIL TCHR PD-BECOME (BTPDP) /
N64A0137	ANAHEIM ELEMENTARY SCHOOL DIST	127,282.00	127,282.00	0172489810 5100	SS/TUPE COHORT M (2018-20) / SUBAGREEMENTS
N64R0518	ANDERSON'S MIDDLE ZONE	591.95	591.95	0147591510 4310	HOPE/GIFTS & GRANTS / INSTRUCTIONAL MATL &
N64T0120	APPLE INC	1,218.52	1,218.52	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
N64T0121	APPLE INC	325.94	325.94	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
N64R0433	ARAMARK SPORTS AND ENTERTAINME	15,418.44	15,418.44	0106176072 4390	BUS/BOND/FACILITY CONST/ADM / MEETING
N64X0370	ART SUPPLY WAREHOUSE	800.00	800.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /

**EXHIBIT 00**

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 10/10/2019

FROM 09/03/2019 TO 09/30/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R0567	ATKINSON ANDELSON LOYA RUUD	236.00	236.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND
N64T0134	AUDIO VISUAL INNOVATIONS INC	24,541.14	24,541.14	2635731185 4410	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R0422	AUTOLIFT SERVICES INC.	2,850.00	900.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			900.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			1,050.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64T0105	B AND H PHOTO VIDEO INC	930.96	930.96	0123028010 4410	SA/ATHLET/INSTR / EQUIPMENT -
N64T0109	B AND H PHOTO VIDEO INC	96.77	96.77	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC
N64R0467	BACH COMPANY, THE	180.78	180.78	0124252011 4310	LO/MILD MODERATE/SE SEP CL/NSE /
N64R0548	BACH COMPANY, THE	4,535.85	4,535.85	0125381010 4310	KA/ECLA/INSTR / INSTRUCTIONAL MATL &
N64R0550	BACH COMPANY, THE	781.17	781.17	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64R0551	BACH COMPANY, THE	390.58	390.58	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64R0553	BACH COMPANY, THE	390.58	390.58	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64R0469	BARNES AND NOBLE	508.74	508.74	0120261012 4210	SE RES SP(RSP)/SE RES SP/NSEV / BOOKS AND
N64R0470	BARNES AND NOBLE	232.22	232.22	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE
N64R0472	BARNES AND NOBLE	193.43	193.43	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE
N64R0573	BARNES AND NOBLE	344.26	344.26	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R0492	BERTRAND'S MUSIC	7,103.27	4,477.28	0115159510 4310	INSTR SVC/ACCOUNTS RECEIVABLE /
			2,625.99	0115159510 4410	INSTR SVC/ACCOUNTS RECEIVABLE / EQUIPMENT
N64R0507	BIG TEX TRAILERS CA	17,244.77	17,244.77	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
N64X0366	BILLINGS, JANICE	8,000.00	8,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64X0368	BIOMETRICS4ALL INC	800.00	400.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING
			400.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
N64A0138	BLESSED TRANSPORTATION AND ASS	28,000.00	28,000.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
N64R0591	BLICK ART MATERIALS LLC	614.95	614.95	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL &
N64S0040	BLICK ART MATERIALS LLC	248.90	248.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 10/10/2019

FROM 09/03/2019 TO 09/30/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64X0372	BLICK ART MATERIALS LLC	500.00	500.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
N64X0355	BONDED CLEANERS	1,200.00	1,200.00	0122007081 5560	MA/INST MUS/MO / LAUNDRY
N64R0439	BOULDEN PUBLISHING	416.07	416.07	0119283011 4210	SYS/INSTR / BOOKS AND REFERENCE MATERIAL
N64R0545	BRAND WAVE, THE	711.29	711.29	0131140027 5610	BR/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
N64R0513	BRUSTEIN AND MANASEVIT PLLC	58.86	58.86	0117393010 4210	INSTR SVC/VEA-2B/INSTR / BOOKS AND
N64R0450	BUDDY'S ALL STARS INC	605.69	605.69	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL
N64S0043	BUDDY'S ALL STARS INC	6,055.37	6,055.37	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0054	BUSWEST LLC	1,365.84	1,365.84	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT /
N64R0427	BUYSHADE.COM	1,656.38	1,656.38	0172489810 4410	SS/TUPE COHORT M (2018-20) / EQUIPMENT -
N64R0502	C TECH CONSTRUCTION INC.	653.00	653.00	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
N64R0503	C TECH CONSTRUCTION INC.	809.00	809.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
N64R0568	C TECH CONSTRUCTION INC.	1,618.00	1,618.00	2642731185 4355	OX/BOND SERIES 2018 - MEAS H / MAINTENANCE
N64R0576	C TECH CONSTRUCTION INC.	795.00	795.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
N64R0592	C.A.S.H.	646.00	646.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND
N64R0504	CAL BUILDING SYSTEMS INC	780.00	780.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
N64X0367	CALIFORNIA DEPT. OF JUSTICE	35,000.00	17,500.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING
			17,500.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
N64R0569	CALIFORNIA YELLOW CAB	3,000.00	3,000.00	0172381731 5880	TITLE I-MC KINNEY VENTO/GUID / OTHER
N64R0488	CALIFORNIANS DEDICATED TO EDUC	680.00	680.00	0134399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0531	CAROLINA BIOLOGICAL SUPPLY CO.	2,209.88	2,209.88	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64R0536	CASBO	850.00	850.00	0105105072 5210	CLASS HR/GENL ADM / TRAVEL AND
N64R0539	CASBO VENDOR SHOW	65.00	65.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
N64R0542	CCSESA	500.00	500.00	0125381010 5210	KA/ECIA1/INSTR / TRAVEL AND CONFERENCE
N64T0124	CDW GOVERNMENT INC.	10,850.00	1,100.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES

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N64T0124	*** CONTINUED ***		9,750.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64T0139	CDW GOVERNMENT INC.	55,382.98	55,382.98	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL
N64T0140	CDW GOVERNMENT INC.	43,713.90	43,713.90	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
N64R0574	CENGAGE LEARNING	1,966.43	1,966.43	0121381010 4310	WE/E/CIA TITLE I/INSTRUCTI / INSTRUCTIONAL
N64S0042	CERTIFIED ART SUPPLY	1,351.19	1,351.19	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64A0120	CHALLENGE SUCCESS	10,000.00	10,000.00	0102000572 5810	SUPT/SPECIAL PROJECTS BUDGET /
N64R0496	CIF SOUTHERN SECTION	1,555.00	1,555.00	0123028010 5310	SA/ATHLET/INSTR / DUES AND MEMBERSHIPS
N64R0544	CITY OF ANAHEIM	5,133.38	5,133.38	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
N64R0564	CITY OF ANAHEIM	359.00	200.00	0106176072 5620	BUS/BOND/FACILITY CONST/ADM /
			159.00	0106176072 5880	BUS/BOND/FACILITY CONST/ADM / OTHER
N64R0562	CMC SOUTH	410.00	410.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
N64T0116	CODEHS INC	2,600.00	2,600.00	0125393010 5880	KA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
N64R0431	COLLEGE BOARD	235.00	235.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0537	COLLEGE BOARD	235.00	235.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0417	COLLEGE BOARD, THE	235.00	235.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
N64R0418	COLLEGE BOARD, THE	235.00	235.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
N64R0419	COLLEGE BOARD, THE	235.00	235.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
N64C0042	COMMERCIAL DOOR OF ANAHEIM INC	400.00	400.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
N64R0505	COSCO FIRE PROTECTION INC	1,505.75	1,505.75	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S
N64C0011	CULVER NEWLIN	17,397.75	9,112.36	2623731185 4310	SA/BOND SERIES 2018 - MEAS H / INSTRUCTIONAL
			8,285.39	2623731185 4410	SA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R0555	CULVER NEWLIN	281.57	281.57	0121595027 4320	WE/SHORT STAY VISIT/SCHL ADMIN / OTHER
N64R0581	CULVER NEWLIN	3,594.11	3,594.11	0128000024 4315	CY / L M T / LIBRARY/MEDIA/TECH SUPPLIES
N64R0446	D. HAUPTMAN CO.	477.90	477.90	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL

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N64R0578	DB SERVICE CENTER LLC	641.11	641.11	0110237081 4410	MAINTENANCE/PAINT/MO / EQUIPMENT -
N64R0477	DECKER INC	1,147.61	1,147.61	0134595027 4320	WA/SHORT STAY VIST PROG FEE / OTHER
N64R0547	DECKER INC	220.69	220.69	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
N64R0526	DEMCO INC	46.90	46.90	0120000024 4315	ANAHEIM/ L M T / LIBRARY/MEDIA/TECH SUPPLIES
N64R0588	DEMCO INC	120.47	120.47	0144000024 4315	LEX / L M T / LIBRARY/MEDIA/TECH SUPPLIES
N64R0421	DEPARTMENT OF TOXIC SUBSTANCES	5,120.00	5,120.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING
N64R0460	DESIGNS BY MARINA	493.71	493.71	0172172021 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
N64T0135	DIGITAL NETWORKS GROUP INC	2,610.76	2,610.76	2635731185 4410	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R0443	DO IT TENNIS	1,297.24	1,297.24	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
N64R0457	DYNAMIC GIFT LLC	495.65	495.65	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR /
N64T0145	DYNAVOX SYSTEMS LLC	3,367.95	3,367.95	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
N64R0456	E3 AUDIOMETRICS	1,840.00	1,840.00	0119283021 5610	SYS/SUPV INST / REPAIRS/MAINT - O/S SERVICES
N64R0491	EMC SCHOOL	1,926.40	1,926.40	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
N64R0577	ENABLING DEVICES	194.58	194.58	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
N64R0452	ENVIRONMENTAL REMEDIATION	7,500.00	7,500.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S
N64R0481	ENVIRONMENTAL REMEDIATION	6,690.00	6,690.00	0128000081 5610	CY/MO / REPAIRS/MAINT - O/S SERVICES
N64X0359	ESCOE, BARRY	12,200.00	12,200.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64R0556	EXECUTIVE ADVERTISING, THE	1,222.96	1,222.96	0134595027 4320	WA/SHORT STAY VIST PROG FEE / OTHER
N64C0039	FERGUSON ENTERPRISES INC	3,041.13	3,041.13	0127239081 4410	KE/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
N64R0462	FHEG CYPRESS COLLEGE BOOKSTORE	1,317.24	1,317.24	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
N64R0557	FISH WINDOW CLEANING #3168	4,995.00	3,990.00	0120220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
			1,005.00	0127220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
N64R0401	FIVE STAR RUBBER STAMP INC	260.49	260.49	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
N64R0458	FIVE STAR RUBBER STAMP INC	222.56	222.56	0161140027 4320	IND STUDY/SCHOOL ADMINISTRATIO / OTHER



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N64X0373	FIVE STAR RUBBER STAMP INC	500.00	500.00	01222400010 4310	MA/MANDATED 1-TIME FUNDS/INSTR /
N64A0134	FROG ENVIRONMENTAL INC.	6,836.00	6,836.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
N64R0449	GANAHL LUMBER CO	2,202.19	2,202.19	01444017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
N64C0049	GDL BEST CONTRACTORS INC	7,900.00	7,900.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
N64R0404	GENERAL INDUSTRIAL TOOL AND SU	545.58	545.58	3542731685 6450	OX/CTE/STATE GRANT / NEW EQUIPMENT
N64R0410	GENERAL INDUSTRIAL TOOL AND SU	1,628.25	1,628.25	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
N64X0360	GLENN, JERRY	5,000.00	5,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64T0117	GLOGSTER	4,750.00	4,750.00	0108000877 5880	INFORMATION SERVICES/DP / OTHER OPERATING
N64R0499	GOLDEN STATE PAVING CO INC	10,482.00	10,482.00	0148238081 5610	HANDEL/PAVING/MO / REPAIRS/MAINT - O/S
N64T0123	GOOGLE APPS EXPERTS INC	875.00	875.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64R0451	GOPHER SPORTS EQUIPMENT	3,533.31	3,533.31	01444027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
N64R0482	GOPHER SPORTS EQUIPMENT	1,107.40	1,107.40	01119276519 4310	MOD-ADAP PE/SE OTHER/SEV / INSTRUCTIONAL
N64R0552	GOPHER SPORTS EQUIPMENT	153.76	153.76	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
N64R0582	GOPHER SPORTS EQUIPMENT	1,699.10	1,699.10	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
N64R0478	GORM INC	661.43	661.43	0128000081 4410	CY/MO / EQUIPMENT - NON-CAPITALIZED
N64C0046	GRAINGER	1,189.73	1,189.73	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT /
N64R0407	GRAINGER	6,842.78	6,842.78	3542731685 6450	OX/CTE/STATE GRANT / NEW EQUIPMENT
N64R0409	GRAINGER	362.04	362.04	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
N64R0593	GRAY STEP SOFTWARE INC	370.00	370.00	0125025040 5210	KA/ASB/ANCIL / TRAVEL AND CONFERENCE
N64R0514	GRAYBAR ELECTRIC COMPANY	172.84	172.84	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
N64R0565	GREEN TECHNOLOGY	335.00	335.00	0110230081 5210	MAINTENANCE/MO / TRAVEL AND CONFERENCE
N64X0361	HAUGEN, CRAIG	5,000.00	5,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64R0434	HAULAWAY STORAGE CONTAINERS IN	2,113.00	2,113.00	2623731185 6274	SA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
N64R0435	HAULAWAY STORAGE CONTAINERS IN	860.00	860.00	2637731185 6274	SY/BOND SERIES 2018 - MEAS H / CONSTRUCTION -

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N64R0461	HAZ PARTY RENTAL	1,181.33	1,181.33	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES
N64X0369	HOLLANDER GLASS INC	600.00	600.00	0123005010 4310	SA/ART/INSTR / INSTRUCIONAL MATL &
N64A0130	HOUGHTON MIFFLIN HARCOURT	2,500.00	2,500.00	0153399410 5805	TITLE II/FAIRMONT&ST IRENAEUS /
N64T0128	HP DIRECT	1,077.50	1,077.50	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
N64R0489	ICOULDBE.ORG INC.	3,600.00	3,600.00	0120405010 5810	TRANSP GRANT/INSTR / NON-INSTRUCIONAL
N64T0112	IDENTICARD SYSTEMS WORLDWIDE I	580.00	580.00	0104104072 5880	CERT HR/GENL.ADM / OTHER OPERATING
N64A0125	ILLUMINATION INSTITUTE	46,000.00	46,000.00	0115752110 5805	ED/S & C/ INSTR / INSTRUCIONAL PROF
N64R0560	INTERNATIONAL BACCALAUREATE OR	11,650.00	11,650.00	0127000810 5880	KE/LCFF-SUPPLEMENTAL/INSTR / OTHER
N64R0426	INTERNATIONAL E Z UP INC	1,525.10	1,525.10	0172489810 4410	SS/TUPE COHORT M (2018-20) / EQUIPMENT -
N64R0510	J.W. PEPPER AND SON INC.	1,620.77	1,620.77	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR /
N64X0379	J.W. PEPPER AND SON INC.	800.00	800.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
N64T0107	JAMF SOFTWARE LLC	7,560.38	7,560.38	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64X0380	JART DIRECT MAIL SERVICE	10,000.00	10,000.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCIONAL MATL &
N64R0546	JIM'S MUSIC CENTER	1,098.51	1,098.51	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCIONAL MATL &
N64R0406	JOHNSON SCIENTIFIC INC	17,132.25	17,132.25	3542731685 6450	OX/CTE/STATE GRANT / NEW EQUIPMENT
N64R0412	JOHNSON SCIENTIFIC INC	150.85	150.85	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCIONAL
N64R0425	JUNIOR LIBRARY GUILD	971.34	971.34	0142000910 4210	OX/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R0490	JUNIOR LIBRARY GUILD	2,746.01	2,746.01	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R0559	L.A. STARS DEPT. OF EDUCATION	375.00	375.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
N64R0529	LAKESHORE CURRICULUM	98.18	98.18	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCIONAL
N64X0362	LARNER, JOHN	8,000.00	8,000.00	0100000072 3702	GEN FUND/GENL.ADM / RETIREE
N64T0113	LEARN BY DOING INC.	6,000.00	6,000.00	0124381010 5880	LO/TITLE I/INSTRUCIONAL / OTHER OPERATING
N64S0047	LOWMARKUP INC.	320.40	320.40	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64X0352	LUCYS LAUNDRY ANAHEIM	1,200.00	1,200.00	0128028081 5560	CY/ATHLET/INSTR / LAUNDRY

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N64X0356	LUCYS LAUNDRY ANAHEIM	1,800.00	1,800.00	0122028081 5560	MAGNOLIA/ATHLETICS/FIELD SUPP / LAUNDRY
N64X0357	LUCYS LAUNDRY ANAHEIM	2,000.00	2,000.00	0123028081 5560	SAVANNA/ATHLETICS/MAINT / LAUNDRY
N64X0358	LUCYS LAUNDRY ANAHEIM	500.00	500.00	0123000081 5560	SA/MO / LAUNDRY
N64R0549	MACKIN LIBRARY MEDIA	586.80	586.80	0142000024 4210	OXFORD/L M T / BOOKS AND REFERENCE
N64R0572	MACKIN LIBRARY MEDIA	2,500.00	2,500.00	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64X0354	MAGNOLIA HIGH SCHOOL	7,000.00	7,000.00	0122028040 5810	MA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
N64T0119	MAKEMUSIC INC	3,488.00	3,488.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
N64A0126	MANUFACTURES BANK	2,289,950.00	2,289,950.00	2635731185 6270	DA/BOND SERIES 2018 - MEAS H / MAIN BUILDING
N64A0123	MARCUS MANAGEMENT SOLUTIONS	51,978.00	51,978.00	0172489810 5805	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64A0139	MARK ENTERPRISES INC	88,402.17	88,402.17	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
N64R0402	MATTERHACKERS INC	7,381.62	7,381.62	3542731685 6450	OX/CTE/STATE GRANT / NEW EQUIPMENT
N64R0424	MD INSTALLATIONS INT'L INC.	895.00	895.00	0163000921 5610	EL/LCFF-CONCENTRATION/SUPV / REPAIRS/MAINT
N64R0476	MEDCO SPORTS MEDICINE	342.58	342.58	0121028034 4320	WESTERN/ATHLETICS/HEALTH / OTHER
N64R0440	METROLINK PASSENGER SERVICES	198.00	198.00	0125000910 5880	KA/LCFF-CONCENTRATION/INSTR / OTHER
N64R0405	MIDWEST TECHNOLOGY PRODUCTS	2,916.15	2,916.15	3542731685 6450	OX/CTE/STATE GRANT / NEW EQUIPMENT
N64R0411	MIDWEST TECHNOLOGY PRODUCTS	861.78	861.78	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
N64X0363	MONTENEGRO, ROBERT	8,000.00	8,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64X0381	MOREY'S MUSIC STORE	600.00	600.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
N64R0493	MUSIC AND ARTS CENTER	1,563.45	1,563.45	0115159510 4410	INSTR SVC/ACCOUNTS RECEIVABLE / EQUIPMENT
N64R0520	MUSIC AND ARTS CENTER	266.96	266.96	0132007010 4310	OR/INS MUS/INSTR / INSTRUCTIONAL MATL &
N64T0118	NZY LLC	3,728.40	3,728.40	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
N64R0436	NCS PEARSON INC.	22,026.45	22,026.45	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
N64T0115	NETOP	1,120.00	1,120.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
N64R0517	NEW DAY FILMS	110.90	110.90	0168032010 4310	GI/SCIENCE/INSTR / INSTRUCTIONAL MATL &

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N64X0374	NEWEGG BUSINESS INC	1,000.00	1,000.00	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
N64R0444	NIETO, JOSE CARMEN	10,000.00	4,000.08	0128025040 4410	CY/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
			5,999.92	0128025040 6490	CY/ASB/ANCIL / EQUIPMENT - OTHER
N64R0524	NIMCO	916.68	916.68	0172489810 4310	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R0484	NOORART INC.	147.15	147.15	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
N64R0589	NRCAL	300.00	300.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
N64R0483	OC CUSTOM VINYL GRAPHICS AND S	9,747.54	9,747.54	0132102172 6490	OR/BRANDING/ADMIN / EQUIPMENT - OTHER
N64A0131	OCDE	2,400.00	2,400.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
N64A0133	OCDE	80,028.00	80,028.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING
N64R0413	OCDE	2,700.00	2,700.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
N64R0414	OCDE	195.00	195.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0525	OCDE	600.00	600.00	0117750110 5210	IS/DISTRICT PD/INSTR / TRAVEL AND
N64R0561	OCDE	235.00	235.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0590	OCDE	344.80	344.80	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
N64R0528	OFFICE DEPOT	111.24	32.30	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
			78.94	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64S0051	OFFICE DEPOT	1,181.37	1,181.37	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0044	ORANGE COUNTY CIRCUIT BREAKERS	2,963.13	2,963.13	0132231081 4410	OR/ELECTRIC/MO / EQUIPMENT -
N64A0136	ORANGE COUNTY HEALTH CARE AGEN	500,000.00	500,000.00	0119282531 5810	SP ED IDEA MENTAL HEALTH SERVS /
N64R0455	OXFORD UNIVERSITY PRESS	515.14	515.14	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
N64R0509	P. LO BROWN INDUSTRIES	1,034.40	1,034.40	0134054010 4310	WA/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
N64T0133	PATHWAY COMMUNICATIONS LTD	4,228.11	4,228.11	2635731185 4410	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R0543	PIONEER DRAMA SERVICE INC	496.09	326.09	0140006010 4310	SOUTH/THEATER/INSTR / INSTRUCTIONAL MATL
			170.00	0140006010 5880	SOUTH/THEATER/INSTR / OTHER OPERATING
<b>N64R0523</b>	<b>PREVENTION PARTNERS</b>	<b>552.25</b>	<b>552.25</b>	<b>0172489810 4310</b>	<b>SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL</b>

**ANAHEIM UHSD**

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N64R0438	PRO ED INC.	458.05	458.05	0119283011 4210	SYS/INSTR / BOOKS AND REFERENCE MATERIAL
N64R0519	PRO ED INC.	129.53	129.53	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
N64T0108	PRO SOUND AND STAGE LIGHTING	3,136.15	3,136.15	0100970072 4410	COMMUNITY SERVICES / EQUIPMENT -
N64R0575	PROJECT LEAD THE WAY INC	3,000.00	3,000.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
N64R0437	PSYCHOLOGICAL ASSESSMENT RESOU	5,370.80	5,370.80	0119283011 4210	SYS/INSTR / BOOKS AND REFERENCE MATERIAL
N64S0044	PYRAMID SCHOOL PRODUCTS	7,696.72	7,696.72	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R0580	QUALITY ENVIRONMENTAL INC	2,470.00	2,470.00	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S
N64R0508	RELIABLE WORKPLACE SOLUTIONS	640.04	640.04	0142140027 4410	OXFORD/SCH ADM/SCH ADM / EQUIPMENT -
N64R0479	RESILITE SPORTS PRODUCTS INC	9,227.76	9,227.76	0120000910 6490	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64R0445	REVO SCREEN PRINT AND EMBROIDE	3,199.37	3,199.37	0132054040 4310	OR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
N64R0447	RIDDELL ALL AMERICAN	6,051.45	6,051.45	0120028040 4310	AN/AHLET/ANCILLARY / INSTRUCTIONAL MATL
N64X0353	RIDDELL ALL AMERICAN	7,000.00	7,000.00	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
N64R0468	RIVERSIDE INSIGHTS	422.98	140.99	0134252011 4310	W/MILD MODERATE/SE SEP CL/NSE /
			281.99	0134261012 4310	SE RES SP(RSP)/SE RES SP/NSE / INSTRUCTIONAL
N64R0534	RIVERSIDE INSIGHTS	422.98	422.98	0123252011 4310	SAV/MILD MODERATE/SE SEP CL NS /
N64R0463	ROCKWELL PRINTING INC.	732.00	732.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
N64C0048	SALES AND DISTRIBUTION SERVICE	525.11	525.11	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R0506	SALES AND DISTRIBUTION SERVICE	471.24	471.24	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R0474	SCHOLASTIC INC.	417.56	417.56	0120272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
N64A0124	SCHOOL SERVICES OF CALIFORNIA	3,900.00	3,900.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
N64S0045	SCHOOL SPECIALTY INC	2,904.99	2,904.99	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64S0048	SCHOOL SPECIALTY INC	3,704.19	3,704.19	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0142	SCHOOL SPECIALTY INC	935.42	935.42	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
N64R0403	SEHI COMPUTER PRODUCTS INC	8,382.96	1,163.71	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N64R0403	*** CONTINUED ***				
N64T0106	SEHI COMPUTER PRODUCTS INC	3,742.70	7,219.25	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
N64T0125	SEHI COMPUTER PRODUCTS INC	213.35	3,742.70	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
N64T0126	SEHI COMPUTER PRODUCTS INC	956.36	213.35	0121393110 4310	VEA PERKINS STUDENT ORG WESTRN /
N64T0127	SEHI COMPUTER PRODUCTS INC	7,650.25	956.36	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
N64T0129	SEHI COMPUTER PRODUCTS INC	185.08	7,650.25	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
N64T0130	SEHI COMPUTER PRODUCTS INC	1,084.18	185.08	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
N64T0131	SEHI COMPUTER PRODUCTS INC	5,163.95	252.35	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
N64T0132	SEHI COMPUTER PRODUCTS INC	28,092.60	831.83	0140017010 4410	SO/INDUS TECH/INSTR / EQUIPMENT -
N64T0137	SEHI COMPUTER PRODUCTS INC	2,153.92	5,163.95	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64T0138	SEHI COMPUTER PRODUCTS INC	8,215.94	28,092.60	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64T0141	SEHI COMPUTER PRODUCTS INC	6,197.36	2,153.92	0120405010 4410	TRANSP GRANT/INSTR / EQUIPMENT -
N64T0143	SEHI COMPUTER PRODUCTS INC	118.06	8,215.94	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
N64T0144	SEHI COMPUTER PRODUCTS INC	8,476.60	2,802.29	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64X0364	SHELTON, MIKE	8,000.00	1,374.76	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
N64R0420	SHIELD FIRE PROTECTION	850.00	2,020.31	0123393010 4410	SA/VEA-2B/INSTR / EQUIPMENT -
N64C0053	SIGLER INC., RUSSELL	825.21	118.06	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
N64C0041	SILVER QUILL LLC	8,024.17	8,476.60	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0111	SNO SITES	400.00	8,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64R0475	SO CAL TEAM SPORTS LLC	5,469.04	850.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64X0375	SOCALGRAD	5,000.00	825.21	0144235081 4410	LEX/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
			8,024.17	0119283011 4210	SYS/INSTR / BOOKS AND REFERENCE MATERIAL
			400.00	0120000910 5880	AN/LCFF-CONCENTRATION/INSTR / OTHER
			5,469.04	0144027010 6490	LEX/PHYS ED/INSTR / EQUIPMENT - OTHER
			5,000.00	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC

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N64X0376	SOCALGRAD	2,500.00	2,500.00	0168000040 4320	GILBERT SOUTH/ANCIL / OTHER OFFICE/MISC
N64X0378	SOCALGRAD	2,500.00	2,500.00	0161000040 4320	POLARIS/ANCIL / OTHER OFFICE/MISC SUPPLIES
N64R0498	SOUTH COAST AIR QUALITY	385.32	385.32	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
N64R0416	SOUTH VIETNAMESE MARINES VETER	500.00	500.00	0115102172 5880	ED/BRANDING/OTHER ADMIN SERV / OTHER
N64S0046	SOUTHWEST SCHOOL AND OFFICE SU	1,887.42	1,887.42	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64S0049	SOUTHWEST SCHOOL AND OFFICE SU	21,595.78	21,595.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64R0486	SPORTS FACILITIES GROUP INC	2,846.76	2,846.76	0123028010 4410	SA/ATHLET/INSTR / EQUIPMENT -
N64R0487	SPORTS FACILITIES GROUP INC	2,955.41	2,955.41	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
N64R0558	SPORTS FACILITIES GROUP INC	13,997.99	13,997.99	0121231081 6490	WESTERN/ELECTRIC/MO / EQUIPMENT - OTHER
N64R0579	SPORTS FACILITIES GROUP INC	825.30	825.30	0134220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
N64R0497	SPOT COOLERS	14,017.68	14,017.68	01102335081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT -
N64A0122	STANBURY UNIFORMS	85,607.38	85,607.38	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
N64R0453	STAPLES ADVANTAGE	612.29	612.29	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
N64R0454	STAPLES ADVANTAGE	112.98	112.98	0144252011 4310	LEX/MILD MODERATE/SE SEP CL/NS /
N64R0464	STAPLES ADVANTAGE	121.68	53.82	0128000024 4315	CY /L M T / LIBRARY/MEDIA/TECH SUPPLIES
N64R0465	STAPLES ADVANTAGE	270.67	67.86	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64R0473	STAPLES ADVANTAGE	175.35	50.63	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
N64R0495	STAPLES ADVANTAGE	320.67	220.04	0128088039 4320	CY/PARENT CENTER/OTH PUPIL SER / OTHER
N64R0511	STAPLES ADVANTAGE	209.46	175.35	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
N64R0512	STAPLES ADVANTAGE	932.23	320.67	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64R0521	STAPLES ADVANTAGE	244.12	209.46	0135381110 4390	DA/TITLE I - PARENTING / MEETING EXPENSE -
N64R0522	STAPLES ADVANTAGE	77.58	932.23	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
			244.12	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER
			77.58	0140009010 4310	SOUTH/PHOTO/INSTR / INSTRUCTIONAL MATL &

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N64R0532	STAPLES ADVANTAGE	194.25	194.25	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
N64S0050	STAPLES ADVANTAGE	189.30	189.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64X0365	STEINLE, CHARLES	5,000.00	5,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
N64R0466	STORESMART	188.36	188.36	0120252011 4310	ANA/MILD MODERATE/SE SEP CL/NS /
N64R0441	SUNDGREN, VICKI R.	625.00	625.00	0153386010 5810	TITLE IV - SAAE (VAPA) / NON-INSTRUCTIONAL
N64R0459	SUNSET SIGNS AND PRINTING INC	1,360.00	1,360.00	0147591510 4410	HOPE/GIFTS & GRANTS / EQUIPMENT -
N64R0570	THOUSAND PINES	1,100.00	1,100.00	0120405010 5880	TRANSP GRANT/INSTR / OTHER OPERATING
N64T0110	THRIVELY	80,812.50	80,812.50	0117751110 5880	IS/DUAL ENROLLMENT/INSTR / OTHER OPERATING
N64R0566	TIME AND ALARM SYSTEM	500.00	500.00	0110230081 5210	MAINTENANCE/MO / TRAVEL AND CONFERENCE
N64R0400	TORMACH INC	41,787.53	41,787.53	3542731685 6450	OX/CTE/STATE GRANT / NEW EQUIPMENT
N64C0040	TRANSCRIBING MARINERS	8,928.44	8,928.44	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
N64T0136	TROXELL COMMUNICATIONS INC	9,957.59	9,957.59	0117432010 6490	CTE INCENTIVE GRANT/INST / EQUIPMENT -
N64R0428	U S BANK	998.25	998.25	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
N64X0382	U S BANK	5,000.00	5,000.00	0135013010 4310	DALE/HECT/INSTR / INSTRUCTIONAL MATL &
N64R0538	UC REGENTS	225.00	225.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0516	UPDATE	111.89	111.89	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
N64R0554	US GAMES	74.18	74.18	0138054040 4310	BALL/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
N64R0500	VAUGHN IRRIGATION SERVICES INC	2,863.88	2,863.88	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
N64R0563	VENT-A-KILN CORP	59.44	59.44	0140230081 4355	SOUTH/GENERAL/MO / MAINTENANCE SUPPLIES
N64T0114	VISION COMMUNICATIONS CO.	752.10	752.10	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64T0122	VISION COMMUNICATIONS CO.	299.82	299.82	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64A0140	VITAL LINK	26,425.00	26,425.00	0117393010 5805	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL PROF
N64R0494	WASHINGTON MUSIC CENTER	1,230.94	1,230.94	0115159510 4310	INSTR SVC/ACCOUNTS RECEIVABLE /
N64R0429	WESTERN PSYCHOLOGICAL SERVICES	5,972.28	5,972.28	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /



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N64R0430	WESTERN PSYCHOLOGICAL SERVICES	9,258.69	9,258.69	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
N64R0480	WISE, PETER	450.00	450.00	0147000910 5810	HOPE/LCFF-CONCENTRATION/INSTR /
N64R0540	WORKABILITY 1 REGION 1	195.00	195.00	0119473010 5210	SYS/WORKABILITY/INSTR / TRAVEL AND
N64R0448	YALE CHASE MATERIALS HANDLING	5,387.50	5,387.50	0123000081 6490	SAMO / EQUIPMENT - OTHER
	<b>Fund 01 Total:</b>	<b>2,029,498.76</b>			
	<b>Fund 26 Total:</b>	<b>2,593,318.76</b>			
	<b>Fund 35 Total:</b>	<b>76,605.91</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>4,699,423.43</b>			

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME**

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N64C0033	A 1 FENCE COMPANY	5,469.00	+2,485.00	0148232081 5610	HANDEL/FENCE/MO / REPAIRS/MAINT - O/S
N64R0136	AC POWER 1 INC	8,775.21	+1,704.00	0138231081 5610	BALL/ELECTRIC/MO / REPAIRS/MAINT - O/S
N64X0012	ARROW SERVICES INC	27,500.00	+10,000.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
N64T0069	B AND H PHOTO VIDEO INC	954.72	+10.78	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
N64R0169	BSN SPORTS	4,995.64	+150.86	0131054040 4310	BR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
N64R0255	BUDDY'S ALL STARS INC	1,010.48	+337.26	0122000510 4310	MA/SPECIAL PROJECTS/INSTR / INSTRUCTIONAL
K64A0287	CAL BUILDING SYSTEMS INC	121,700.88	+40,566.96	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
N64R0126	COMMERCIAL DOOR OF ANAHEIM INC	5,737.00	+1,473.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
N64S0016	COMPLETE OFFICE OF CA	5,384.84	+20.17	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64S0034	COMPLETE OFFICE OF CA	6,420.39	+7.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0010	CULVER NEWLIN	319,072.24	+8,160.45	2635731185 4410	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64S0002	D. HAUPTMAN CO. INC.	10,344.00	+5,172.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64X0314	DFW MOTEL SUPPLY AND	554.63	+54.63	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
N64R0370	DON JOHNSTON INC	231.26	+15.98	0134000910 4210	WA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64A0039	EVOQUA WATER TECHNOLOGIES LLC.	9,617.20	+276.96	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
N64R0352	F.M. THOMAS AIR CONDITIONING I	4,336.00	+2,577.00	0125235081 5610	KA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
N64A0054	FAIRBANK MASLIN MAULLIN METZ	38,850.00	+1,312.00	0106176072 5880	BUS/BOND/FACILITY CONST/ADM / OTHER
M64A0105	HANOVER RESEARCH COUNCIL	85,260.00	+43,260.00	0153381021 5810	SP PR.ADM/ECIA1/SUPV INST /
M64C0083	HAULAWAY STORAGE CONTAINERS IN	4,629.60	+1,534.40	0169230081 5620	TRIDENT/ GENERAL/ MO / RENTALS/OPERATING
N64X0187	IMAGE APPAREL FOR BUSINESS	5,000.00	+3,000.00	0108108077 4345	INFO SYSTEM/DP / OPERATIONS SUPPLIES -
N64M0006	J AND A FENCE	16,750.00	+1,875.00	0131232081 5610	BR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
N64X0268	J.W. PEPPER AND SON INC.	400.00	+200.00	0138025040 4320	BALL/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
N64M0007	JM AND J CONTRACTORS	32,150.00	+2,100.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64A0061	KUSTOM IMPRINTS	6,000.00	+1,000.00	0131027010 4310	BR/PHYS ED/INSTR / INSTRUCTIONAL MATL &

**EXHIBIT PP**

**ANAHEIM UHSD**

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M64A0091	MISSION LINEN SUPPLY	8,095.12	+4,297.56	0179113036 4388	GARAGE/TRANS-REG ED/TRANSPORT /
N64X0200	PRESENTATION FOLDER INC	7,500.00	+5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
N64T0077	SEHI COMPUTER PRODUCTS INC	3,300.33	-1,469.28	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
N64S0008	SOUTHWEST SCHOOL AND OFFICE SU	16,382.83	+17.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64S0019	SOUTHWEST SCHOOL AND OFFICE SU	2,854.17	+38.64	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64C0162	THE COSTUMER	2,329.45	+113.76	0153386010 5620	TITLE IV - SAAE (VAPA) / RENTALS/OPERATING

Fund 01 Total: 127,132.28

Fund 26 Total: 8,160.45

Total Amount of Change Orders: 135,292.73

VENDOR CHECK REGISTER  
 SEPTEMBER 3, 2019 THROUGH SEPTEMBER 30, 2019

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
123 OFFICE SOLUTION INC.	V6411643	9320	9,528.87	00158929
			23,976.10	00159115
A 1 FENCE COMPANY	V6408537	4355	215.50	00158767
			140.08	00158930
A AND C URGENT CARE	V6412935	5810	435.00	00158688
A CABRAL ROOFING GROUP	V6412864	5610	11,000.00	00159014
A LINE INC	V6409724	5620	405.00	00158931
A U H S D FOOD SERVICE DEPT	V6400023	4320	129.30	00159116
		4390	352.88	00158768
			514.24	00159116
A Z BUS SALES INC.	V6400025	4376	325.12	00158563
			391.89	00158871
			1,852.44	00159065
		4385	962.20	00158563
			56.11	00158871
AAA ELECTRIC MOTOR SALES	V6400033	4355	1,042.62	00158564
			1,110.13	00158769
			365.77	00158974
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	279.51	00159200
AASA	V6413217	5210	690.00	00159202
		5310	204.00	00159201
ABU KHALAF, ZINEH	V6412791	5220	49.30	00158770
AC POWER 1 INC	V6413051	5610	1,785.95	00158771
			8,775.21	00158975
ACCREDITING COMMISSION FOR	V6400063	5310	11,770.00	00158872
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	1,280.78	00158565
			412.72	00158689
			1,185.45	00158794
ACS BILLING SERVICE	V6400072	5580	3,986.26	00158795
ACSA REGION XVII	V6400077	5310	300.00	00158796
ADAMS, CLARE	V6413562	5220	42.10	00159066
ADI	V6400095	4355	36.61	00158566
			123.86	00158772
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	12,202.80	00158655
AERIES SOFTWARE INC	V6409157	5210	100.00	00159203
AGRI TURF DISTRIBUTING LLC	V6412836	4347	1,253.94	00158797
		4355	714.23	00158567
AIRSUPPLY TOOLS INC.	V6412933	4375	6,571.04	00158568
			426.23	00158873
			959.37	00159067
		4385	107.19	00158568
		4387	151.41	00158873
			580.22	00159067
AIRWOLF 3D	V6411803	4410	18,113.06	00159204
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	32.33	00159117
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	7,940.37	00158690
ALONTI CAFE AND CATERING	V6413206	4390	1,200.97	00158569
			413.90	00158656
			135.89	00159015
ALVAHUANTE, TINA	V6408024	5210	1,220.23	00158773

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMANCIO, GILBERT	V6413507	5210	1,213.40	00159205
AMAZON WEB SERVICES INC.	V6412894	5880	6.11	00158874
AMERICAN SCHOOL COUNSELOR ASSOCIATION	V6413106	5810	3,000.00	00158570
ANAHEIM HIGH SCHOOL	V6400260	5880	1,797.00	00158571
		8699	262.35	00159118
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	210,000.00	00158748
			1,038,052.75	00158875
APEX LEARNING	V6410442	5880	152,194.00	00158572
APPLE INC	V6400319	4310	1,624.69	00158657
			1,218.51	00158798
		4410	4,390.74	00159016
APPLIANSYS	V6413148	5610	39,145.00	00158573
ARAMARK SPORTS AND ENTERTAINMENT	V6400326	4390	15,418.44	00158876
ARCMATE MANUFACTURING CORP.	V6410685	9320	2,882.17	00158574
ARMIJO, VALERIE	V6408197	5210	1,373.12	00158749
ARMSTRONG, IAN	V6408439	5220	58.00	00158774
ARRIZON, ARACELI CORREA	V6412116	5220	40.83	00159206
ARROW SERVICES INC	V6412839	5580	2,142.75	00159017
			2,066.16	00159119
ASSOCIATED BUSINESS PRODUCTS	V6400369	5610	156.08	00158799
			94.93	00158932
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	500.00	00159207
ATVANTAGE LLC	V6412895	5805	292.50	00159120
AVILA, MONICA	V6413536	5220	4.17	00158775
AWARDS BY PAUL	V6400412	4320	58.19	00158776
AZEVEDO, VICKY	V6412068	5220	110.90	00158777
B AND H PHOTO VIDEO INC	V6400422	4310	904.03	00158575
			804.88	00158778
			38.70	00158800
		4320	96.77	00158976
		4410	2,348.99	00158658
			1,396.87	00158778
			2,694.77	00158800
B AND K ELECTRIC WHOLESALE	V6400623	4355	84.35	00158801
B AND M LAWN AND GARDEN INC	V6400423	4347	1,493.42	00158779
			402.91	00158802
			246.07	00159018
			891.83	00159208
		4355	463.27	00158779
BACH COMPANY, THE	V6407748	4310	799.80	00158803
			180.78	00159121
BARNES AND NOBLE	V6400450	4150	817.03	00158804
		4210	844.76	00158576
			677.74	00158804
BAUTISTA, JOHN	V6409243	5210	1,329.14	00158977
BEE BUSTERS	V6400472	5610	375.00	00158577
			375.00	00159122
BELSKI, BRIAN	V6407692	5210	2,658.28	00158978
BENAVENTE, MARLON E.	V6413563	5210	84.44	00159209
BERTRAND'S MUSIC	V6412730	4310	46,121.61	00158578
		4410	26,800.08	00158578
BINFORD, MARY	V6413120	5210	113.00	00159123
BIOMETRICS4ALL INC	V6409224	5810	198.00	00158979
BLACKMON, JACLYN	V6413127	5210	925.32	00158579

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BLACKSHEAR, SHERRITA	V6413215	5210	1,119.02	00158750
BLICK ART MATERIALS LLC	V6401357	4310	357.70	00158580
			242.37	00158805
		4410	1,606.69	00158580
BOLANOS, HORTENCIA	V6413537	5220	7.88	00158780
BORDER TIRE	V6413240	4386	1,782.31	00159068
BOULDEN PUBLISHING	V6409099	4210	414.20	00159069
BPS SUPPLY GROUP	V6400476	4355	468.55	00158806
BREWER, AMANDA	V6412654	5220	127.77	00158781
BRIDGEPORT GOLF CARS	V6413224	5610	5,875.31	00158807
			1,849.23	00158980
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	8699	26.71	00159124
BRUNET, PATTY	V6403581	5210	882.36	00158808
BRYANT, AMANDA	V6412448	5210	1,329.14	00158981
BRYANT, RENAE	V6412971	4390	124.17	00159210
BSN SPORTS	V6400615	4310	4,995.42	00159211
BSN SPORTS LLC	V6412536	5630	10,080.75	00158782
BUDDY'S ALL STARS INC	V6406311	4310	4,370.39	00158581
			56.03	00158659
			2,272.00	00158933
			848.99	00159212
		4410	3,000.84	00158659
			8,769.14	00158933
BUI, BRIAN	V6413538	5220	2.90	00158783
BUSINESS MACHINES UNLIMITED	V6400636	5610	470.00	00158877
BUSWEST LLC	V6407892	4376	515.79	00159070
		4385	113.84	00158582
			678.51	00158878
C TECH CONSTRUCTION INC.	V6410905	5610	1,462.00	00159071
CAL BUILDING SYSTEMS INC	V6412620	5610	780.00	00159072
CAL LIFT INC	V6400664	5610	473.62	00158982
CALIFORNIA COMMISSION TEACHER CREDENTIALING	V6409605	5310	1,300.00	00158583
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	182.31	00159019
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	3,655.00	00159020
CALIFORNIA PLUMBING PARTS	V6412567	4355	3,463.35	00158809
			157.79	00159021
CALIFORNIA RETROFIT INC	V6406910	4355	232.74	00158810
			352.35	00158879
CALIFORNIANS DEDICATED TO EDUCATION	V6411460	5210	680.00	00159073
CAMERON WELDING SUPPLY	V6400741	4310	577.42	00159213
CANALES, SUSANA	V6413539	5220	8.00	00158784
CARMAN, CANDICE	V6412031	5220	35.96	00158785
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	330.36	00159214
CARRILLO, JULIE	V6413115	5210	1,272.09	00159125
CARRILLO, LILIANA	V6412887	4390	25.52	00158811
CART MAN INC, THE	V6404668	5610	419.36	00158584
			1,890.55	00158751
			1,786.06	00158812
			1,085.26	00159074
			209.68	00159215
CASBO	V6400793	5210	850.00	00159216
CASTILLO, VANESSA	V6413542	5220	0.92	00158813
CEMEX	V6404364	4355	1,241.99	00158585

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CENGAGE LEARNING	V6404723	4150	11,253.14	00158814
		4210	10,101.03	00158814
			8,101.03	00159075
CERTIFIED ART SUPPLY	V6400850	9320	1,351.19	00159217
CHALLENGE SUCCESS	V6413526	5810	10,000.00	00158786
CHENG AND TSUI COMPANY	V6407182	4150	3,220.57	00158586
			1,536.71	00158815
CHOI, CHRISTINA	V6408733	5210	189.48	00159218
CIF SOUTHERN SECTION	V6400941	5310	1,555.00	00159076
CISCO'S SHOP INC.	V6411971	4355	407.80	00159126
CITY AUTO TOP	V6400953	4370	129.30	00158587
		5610	105.00	00158587
CITY OF ANAHEIM	V6400957	5520	242,202.47	00158691
			49,183.99	00158816
			87,451.26	00159022
		5530	63,743.06	00158691
			7,481.88	00158816
			21,926.37	00159022
		5580	24,556.09	00158691
			4,237.10	00158816
			8,444.77	00159022
			8,790.44	00158817
CITY OF BUENA PARK	V6400958	5530	8,790.44	00158817
		5580	886.54	00158817
CLARK, RYAN	V6413540	5220	6.96	00158787
COCO PRINTING AND GRAPHICS	V6410045	5810	2,522.43	00158788
COLLEGE BOARD	V6401012	5210	790.00	00158588
COLLEGE BOARD, THE	V6401014	5210	705.00	00158789
COMMERCIAL DOOR OF ANAHEIM INC	V6412095	5610	4,264.00	00158818
			204.00	00158880
COMPLETE OFFICE OF CA	V6411539	9320	3,464.72	00158589
			16,488.71	00158819
			226.28	00159023
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	315.00	00158820
			1,715.00	00158983
COOKE, MARYJO	V6407036	5220	74.82	00158934
			13.16	00158590
CORNELIUS, JEFF	V6402295	4310	209.89	00158984
		4320	190.50	00158984
COSCO FIRE PROTECTION INC	V6412879	5610	120.00	00158591
CREATIVE BUS SALES	V6409840	4376	923.85	00158881
			591.56	00159077
		4385	782.24	00158592
			1,132.94	00158881
CROOKS, ANDREA NICOLE	V6413238	5210	1,329.14	00159078
CULVER NEWLIN	V6411589	4310	803.76	00158985
		4320	4,851.26	00158985
		4410	4,173.78	00158985
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	2,610.00	00158692
CVT RECYCLING	V6407455	5580	694.89	00158593
			985.21	00158986
			251.65	00159127
CYPRESS HIGH SCHOOL	V6405640	5880	2,995.00	00158594
DAILY SAW SERVICE	V6409559	5610	50.00	00158821
DALE JUNIOR HIGH ASB	V6405581	8699	87.39	00159128

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
DEATON, TERESE	V6413541	5220	2.08	00158790
DEMCO INC	V6401318	4210	82.06	00158595
		9320	8,626.93	00158595
DEPARTMENT OF TOXIC SUBSTANCES CONTROL	V6406642	5880	5,120.00	00158822
DESIGNS BY MARINA	V6401334	4320	493.71	00158935
DFW MOTEL SUPPLY AND	V6412059	4310	554.63	00158936
DIGITAL NETWORKS GROUP INC	V6409316	4310	535.39	00159024
DINKLE, TRACY	V6409219	5220	245.92	00158693
DON JOHNSTON INC	V6401390	4210	231.26	00159129
DOROSKY, DAVID	V6407948	4310	191.65	00158987
		4320	160.55	00158596
DUNN EDWARDS PAINTS	V6401448	4355	5,046.09	00158597
			1,919.55	00158823
			470.98	00159025
			1,396.27	00159130
		4410	(4,525.50)	00158597
DURKIN, MARY JO	V6411672	5210	1,329.14	00158988
E POLY STAR INC	V6409866	9320	5,788.33	00158598
E.B. BRADLEY COMPANY	V6401456	4355	75.84	00158599
			84.80	00158660
			131.40	00158824
			432.01	00158989
E3 AUDIOMETRICS	V6409369	5610	1,840.00	00158937
EBERHARD EQUIPMENT	V6405532	4347	294.13	00158882
EBSCO SUBSCRIPTION SERVICE	V6401474	4310	28.50	00158883
ECONOMY RENTALS INC	V6401478	5620	425.93	00158600
			925.11	00158825
			1,487.89	00158884
EIDIM AV TECHNOLOGY	V6413281	4410	672.45	00158694
EMC SCHOOL	V6413497	4150	7,597.54	00158826
EMERGENCY MEDICAL PRODUCTS INC.	V6412293	9320	532.66	00158938
			50.16	00159026
ENCYCLOPEDIA BRITANNICA INC.	V6401585	5880	13,775.00	00158885
ENG, SITTY	V6410854	5210	1,793.38	00158601
ESCOE, BARRY	V6400453	3701	5,346.20	00158939
EVERBRIDGE INC	V6413045	5880	15,200.00	00158602
EVERYTHING MEDICAL	V6404851	9320	223.66	00158990
EWING IRRIGATION PRODUCTS	V6401634	4355	699.14	00158603
			2,119.55	00158827
			1,113.25	00158886
EXPO PROPANE	V6412144	5810	65.59	00159079
FABIAN, OSCAR	V6411103	5210	622.00	00159080
FARANDA, TOM	V6408626	5220	59.16	00159027
FARMAN, JUANA	V6406999	5220	209.50	00158732
FAVELA, CRYSTAL	V6413528	5220	5.68	00158752
FEDEX	V6401675	5610	50.54	00159028
			27.36	00159219
FELIX, STEPHANIE	V6412478	5220	165.55	00158940
FENN TERMITE AND PEST CONTROL	V6401679	5610	85.00	00158661
			1,221.00	00159190



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>	
FERGUSON ENTERPRISES INC	V6409823	4355	285.07	00158662	
			1,615.53	00158695	
			1,414.22	00158733	
			493.51	00159191	
FERRELLGAS LP	V6411875	4410	3,041.13	00159191	
		5810	1,749.32	00158663	
			2,521.66	00158734	
			2,982.07	00158828	
			876.92	00158887	
			4,555.09	00159029	
FINISHMASTER INC	V6406583	4375	246.85	00158888	
				428.53	00159193
				43.09	00159193
FIVE STAR RUBBER STAMP INC	V6405116	4320	48.45	00159030	
FLEET SERVICES INC	V6405625	4370	354.56	00159194	
		4376	107.00	00158664	
FLIPPEN GROUP LLC, THE	V6412132	4310	350.63	00159195	
		5810	56,100.00	00158889	
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4150	3,275.11	00158735	
FRANCO, GABRIEL	V6413553	5220	26.10	00158941	
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	68.08	00159081	
FUJIMOTO, DIANA	V6401342	5210	1,329.14	00159082	
FULLER TRUCK ACCESSORIES	V6401773	4410	338.60	00158665	
				866.58	00158696
				1,208.74	00159196
G M BUSINESS INTERIORS	V6412498	4320	1,157.76	00159083	
GAMBOA, MARIA	V6408269	5210	134.56	00159197	
GANAHL LUMBER CO	V6401804	4350	364.25	00158666	
				719.20	00158697
				138.55	00158736
				2,899.53	00158829
			513.62	00159031	
GANS INK AND SUPPLY CO. INC.	V6412496	4320	2,259.45	00158753	
GAS COMPANY, THE	V6404372	5510	5,462.56	00158830	
		7439	7,061.94	00158830	
GASTON, ANITA	V6409562	5210	113.00	00159084	
GATEWAY URGENT CARE CENTER	V6407482	5810	315.00	00159220	
GDL BEST CONTRACTORS INC	V6412393	5610	72,390.00	00158604	
GHATAODE BANNON ARCHITECTS	V6408656	5810	4,830.00	00159131	
GIAKOUMIS, SABINA	V6409517	5210	813.26	00159198	
GILBERT HIGH SCHOOL	V6407727	8699	12.86	00159132	
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	760.99	00158667	
				1,349.30	00158737
				29.65	00158890
			287.80	00159032	
			169.99	00159199	
		9320	1,373.04	00158667	
GOLDEN STATE WATER COMPANY	V6408018	5530	51,702.76	00159133	
GOMEZ, DIANA	V6411742	5210	1,329.14	00159033	
GOMPERT, KEN	V6402566	5210	113.00	00159134	
GONZALEZ, JESUS	V6413454	5220	38.98	00159085	
GOPHER SPORTS EQUIPMENT	V6401902	4310	2,197.43	00158698	
GORKIN JR, THEODORE	V6409847	4347	180.10	00159034	

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GRAINGER		V6404982	4355	20.23	00158668
				728.46	00158699
				84.99	00158738
				262.64	00158831
				43.74	00158891
				159.58	00159035
				496.60	00159135
			4375	92.31	00158891
			4410	1,189.73	00158942
GRAYBAR ELECTRIC COMPANY		V6401918	4355	152.15	00158669
				49.63	00158892
GREATER ANAHEIM SELPA		V6401927	5805	1,302.00	00159036
			8311	85,223.39	00158754
GREENS DISCOUNT GLASS AND SCREEN		V6409591	4355	293.63	00158893
GUERRERO, MANUEL		V6413534	5220	8.58	00158755
GUZMAN, MARIA ISABEL		V6412337	5220	0.92	00158756
HANCOCK, APRIL		V6405536	5210	113.00	00159136
HANOVER RESEARCH COUNCIL		V6411714	5810	43,260.00	00159221
HATCHER, PATTY		V6408994	4390	47.57	00158757
			5220	77.14	00158894
HAULAWAY STORAGE CONTAINERS INC.		V6410468	5620	383.60	00159037
				383.60	00159137
HAZ RENTAL CENTER		V6412037	5620	199.28	00158832
HENDRICKSEN, KYLE		V6409024	5210	1,329.14	00159086
HERNANDEZ, JORDAN		V6413529	5220	5.92	00158758
HERNANDEZ, NAYELI		V6413532	5220	2.09	00158759
HERNANDEZ, SERGIO		V6412011	5210	1,329.14	00159038
HIND, ELIZABETH		V6413560	5880	99.00	00159039
HOME DEPOT CREDIT SERVICES		V6405234	4320	52.80	00158895
			4347	196.56	00158700
				22.02	00158895
				63.96	00159138
			4355	1,190.53	00158670
				738.34	00158739
				1,680.41	00158833
				587.80	00158895
				1,172.85	00159040
				781.52	00159138
			4375	34.93	00158670
				195.96	00159138
HOOS, SHANNON		V6409552	4310	761.64	00159041
			5210	1,289.26	00158896
HORIZON		V6408259	4347	152.60	00158834
HOTSY EQUIPMENT CO.		V6402080	4347	29.84	00158671
				365.60	00159139
HOUGHTON MIFFLIN HARCOURT		V6407563	4150	12,189.43	00159042
HUTTNER, HEATHER		V6412032	5220	60.49	00158835
ICOULDBE.ORG INC.		V6406126	5810	3,600.00	00159087
ICS SERVICE CO.		V6406452	5610	1,750.41	00158836
				1,530.00	00159088
ID PLUS LLC		V6413515	4320	266.88	00159140
IDENTICARD SYSTEMS INC		V6402126	4355	9,054.78	00158837
IDENTICARD SYSTEMS WORLDWIDE INC		V6409335	4320	371.74	00158672

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CHK#</u>
IMAGE APPAREL FOR BUSINESS	V6402628	4345	573.77	00158701
			280.73	00158740
			1,642.28	00158897
			219.89	00159089
			331.24	00159141
		5610	1,526.08	00159222
INTELESYSONE INC.	V6412444	4320	580.95	00158898
IXL	V6410650	5880	249.00	00158943
J AND A FENCE	V6409989	5610	14,875.00	00159142
J.W. PEPPER AND SON INC.	V6402214	4310	663.15	00159143
JACKSONS A S BREA F M P	V6406346	4347	225.92	00158673
			166.99	00158838
			263.22	00159043
		4370	22.93	00158673
			317.10	00159144
		4376	53.22	00158673
			1,069.43	00159144
		4385	19.33	00158673
			151.84	00158899
			364.71	00159144
JACOBS, LAURA	V6412203	5220	27.26	00158605
JART DIRECT MAIL SERVICE	V6402271	5810	739.26	00158839
JFK TRANSPORTATION CO INC	V6413170	5620	2,534.00	00158840
			958.50	00159090
JHM SUPPLY INC.	V6411647	4355	1,074.18	00158674
			2,049.17	00158741
			3,863.23	00158841
			627.44	00158900
			4,119.28	00159145
JOHNSON CONTROLS	V6406981	4355	3,289.50	00158702
			834.18	00158842
JOHNSON, MANDY	V6412625	5210	876.02	00159091
JOHNSON, WILLIAM	V6413556	5210	360.42	00159092
JOHNSTONE SUPPLY	V6402415	4355	58.12	00158742
			91.56	00158901
			107.36	00159146
JOURNEYWORKS PUBLISHING	V6402443	4310	5,006.87	00159223
JUNIOR LIBRARY GUILD	V6402477	4210	8,432.30	00158703
			2,623.06	00158843
JUSTICE TESTING	V6413455	5610	150.00	00158902
K LOG	V6402486	4410	852.04	00159147
KATELLA HIGH SCHOOL	V6402515	5880	4,193.00	00158606
		8699	1,585.84	00159148
KEENAN ASSOCIATES	V6409242	5810	11,118.00	00159224
KENDALL HUNT PUBLISHING CO	V6402568	4150	2,963.09	00158704
KENNEDY HIGH SCHOOL	V6402571	5880	1,797.00	00158607
		8699	156.95	00159149
KIM, SAM	V6413091	5220	11.60	00159225
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5810	1,785.00	00158675
KONRAD, ALISON	V6412099	5210	1,293.17	00158844
KRETZ, CORY	V6413564	5210	180.00	00159226
KUSTOM IMPRINTS	V6408734	4310	521.86	00158676
KYA SERVICES	V6411393	5610	513.70	00158677

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	5,140.25	00158903
		4320	8,705.70	00158903
LA PALMA CLEANERS	V6411465	5560	597.00	00159093
LABELL EXCHANGE	V6412680	5918	600.00	00158743
LAGUNA CLAY CO.	V6402645	4310	1,312.32	00158744
LAM, JANE	V6412453	5220	3.48	00159044
LANGUAGE NETWORK INC	V6409301	5810	1,375.00	00158845
			998.50	00159045
LE, CAITLIN	V6411725	5220	47.56	00158846
LEARN BY DOING INC.	V6412837	5880	6,000.00	00158847
LEE, ANDY	V6411388	5210	1,329.14	00159046
LEONARD CHAIDEZ TREE SERVICE	V6402714	4347	180.00	00158678
LETTER PERFECT SIGNS	V6402726	4355	161.63	00158904
LEWIS, NOEMI H.	V6413530	5220	4.64	00158760
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	577.25	00159150
LIGHTWERKS COMMUNICATION SYSTEMS INC	V6413280	4355	13,361.00	00158905
LOARA ASB	V6402803	5880	1,198.00	00158608
		8699	1,114.25	00159151
LOEPER, ALISON	V6411020	5210	229.98	00158848
LOPEZ, CYNTHIA D.	V6407771	5220	95.12	00158849
LOS ANGELES FREIGHTLINER INC	V6402833	4385	46.42	00159152
LUCYS LAUNDRY ANAHEIM	V6412017	5560	106.09	00158761
			101.42	00158906
			206.44	00159153
MAGNOLIA HIGH SCHOOL	V6402920	5880	599.00	00158609
		8699	108.30	00159154
MALDONADO, CELEYDI	V6413527	5220	5.57	00158762
MARTINEZ, MICHELLE	V6413535	5220	1.45	00158763
MC COY MILLS FORD	V6411093	4370	276.44	00158679
MC FADDEN DALE HARDWARE CO	V6403056	4347	17.89	00159155
		4355	330.77	00158680
			409.72	00158745
			47.41	00158850
			405.38	00159047
			293.67	00159155
MC GRAW HILL EDUCATION INC.	V6411310	4150	320,420.92	00158681
			243,843.63	00158746
			326,813.66	00158851
			215,563.09	00159094
			84,739.99	00159156
MIKE ELAM CONSTRUCTION	V6412866	5610	1,045.00	00158705
			2,735.00	00159095
MISSION LINEN SUPPLY	V6411115	4388	788.96	00159157
MOBILE INDUSTRIAL SUPPLY	V6407890	4375	56.00	00158682
			56.84	00159158
MONROE, VIRGINIA LEE	V6413561	5220	62.64	00159048
MONTGOMERY HARDWARE CO.	V6405624	4355	14,585.30	00158683
			894.00	00158747
			1,378.35	00159159
		4410	1,831.75	00158683
MONTGOMERY, CHARLENE	V6411327	5210	234.98	00158706
MORALES, ERIC D.	V6413531	5220	6.26	00158764
MORGAN, JANENE	V6412740	5210	732.34	00159096
MPS	V6404926	4310	3,521.00	00158684

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MUSIC AND ARTS CENTER	V6411397	4310	264.63	00159160
		4410	41,096.33	00158707
			15,320.77	00159160
NASCO	V6403253	4310	238.43	00159161
NAVARRO, MONICA	V6412545	5220	6.96	00158852
			44.08	00159049
NETOP	V6406702	5880	1,120.00	00158853
NEVARES GARCIA, BIANCA	V6413533	5220	2.90	00158765
NEWEGG BUSINESS INC	V6412716	4320	14.91	00158907
NGUYEN HUYNH, MONIQUE	V6413191	5220	60.32	00158944
NGUYEN, ANH	V6409007	5220	6.96	00158766
NIETO, JOSE CARMEN	V6413544	4410	4,000.08	00158908
		6490	5,999.92	00158908
NORTHSTAR AV LLC	V6411265	4310	278.00	00159097
			139.00	00159162
OCDE	V6403452	5210	15,225.00	00158611
			1,500.00	00158709
			3,000.00	00159050
		5880	108,660.00	00158791
			80,028.00	00159227
OFFICE DEPOT	V6403421	4320	706.37	00158612
			220.18	00158991
OFFICE SOLUTIONS BUSINESS PRODUCTS	V6411976	4310	459.40	00158945
ORANGE COUNTY BEARING	V6409966	4355	56.03	00158946
ORANGE COUNTY CIRCUIT BREAKERS	V6409403	4410	2,963.13	00158947
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	254.29	00158948
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	14,648.00	00158949
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	2,620.31	00158950
			11,970.00	00158992
ORANGE COUNTY WINDUSTRIAL	V6412671	4320	487.01	00158951
		4410	1,217.74	00158951
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	103.23	00159164
O'REILLY AUTO PARTS	V6411401	4370	(137.96)	00158610
			62.97	00158708
			900.11	00159163
		4375	16.15	00158610
			420.23	00159163
		4376	270.43	00159163
		4385	32.72	00158610
			51.16	00158708
			640.39	00159163
		4387	587.17	00158610
			711.18	00159163
ORRAVAN MECHANICAL	V6411315	5610	1,770.00	00158710
ORVAC ELECTRONICS	V6403479	4355	227.39	00158613
			118.89	00158952
			636.66	00159228
OTICON INC	V6413493	4310	209.00	00158711
OXFORD ACADEMY	V6403485	5880	5,391.00	00158614
		8699	66.45	00159165
OXFORD UNIVERSITY PRESS	V6403487	4150	1,019.27	00158953
PACIFIC LOCK AND SECURITY INC	V6413432	5610	8,903.78	00159229
PALOS SPORTS	V6403514	4310	1,068.20	00158954
PANELLA, DOMINIQUE	V6401386	5210	1,299.79	00158909

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,000.00	00158955
PARK, ESTHER	V6411350	5220	41.47	00158854
PARKER AND COVERT LLP	V6403544	5821	8,711.41	00159230
PASSARO PH.D., PERRY	V6411634	5810	1,650.00	00158615
			5,110.00	00158712
			4,125.00	00159231
PATINO, REUBEN	V6403910	5220	144.76	00158855
PAVASARS, JOHN	V6408437	5220	170.81	00158856
PAXTON PATTERSON	V6403589	4310	172.61	00159051
		5610	1,400.00	00159051
		5880	7,542.50	00159051
PENNER PARTITIONS INC	V6403625	4355	76.50	00158713
			387.90	00158956
			72.19	00159232
PERMA BOUND	V6403638	4210	3,208.36	00158957
PERSEUS ASSOCIATES TRANSTRAKS	V6412414	5880	10,790.00	00158958
PINEDA'S NURSERY INC	V6403670	4347	1,732.93	00158959
PIPER LEARNING INC.	V6413504	4310	13,083.78	00158616
PIPS	V6407384	3601	349,255.69	00159233
		3602	116,418.56	00159233
PITNEY BOWES	V6403677	5910	9,269.58	00158960
POGGIO, RANDY	V6411750	5210	1,329.14	00158993
POLEN, JEFFREY HOWARD	V6413513	5610	1,000.00	00159234
		6490	2,530.20	00159052
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	810.82	00158714
POULTER, DIANE	V6413547	5220	6.30	00158910
PRESCOTT HARDWARE AND SHEET	V6408590	4355	76.65	00158617
			350.00	00158961
PRESENTATION FOLDER INC	V6403738	4320	1,125.99	00158962
		5810	533.36	00158962
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	247.30	00158618
PSYCHOLOGICAL ASSESSMENT RESOURCES	V6403780	4210	4,918.40	00159235
QAZZA, HEND	V6413548	5220	4.87	00158911
RAMIREZ, MARIA T.	V6412066	5220	33.35	00158857
RANGEL, ANDRES	V6412885	5220	158.34	00158858
RAPTOR TECHNOLOGIES LLC	V6413501	4320	107.75	00158994
		5810	33,100.50	00158963
RAY LITE INDUSTRIES INC.	V6411422	4355	1,179.22	00158619
REAL, JEANNETTE	V6411176	5220	88.68	00158859
RED HAWK SERVICES	V6412861	5610	945.10	00158995
REECE, ASHELY	V6413550	5220	4.64	00158912
REEL LUMBER SERVICE	V6403871	4310	944.38	00159166
		4355	573.07	00158620
			1,174.65	00158996
REFRIGERATION SUPPLIES DIST.	V6403873	4355	1,461.75	00158621
			256.19	00158715
			6,282.20	00158997
RELIABLE ICE EQUIPMENT INC	V6413258	4410	7,360.20	00158622
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,001.67	00158964
RIVERA, LUIS	V6413551	5220	1.74	00158913
RIVERSIDE INSIGHTS	V6413468	4310	1,277.31	00158998
ROAD AMERICA INC	V6403955	4375	47.98	00158623
ROCHA, KIMBERLY	V6409181	5210	1,089.58	00158914

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ROCKWELL PRINTING INC.	V6413495	4150	730.37	00159236
		4310	5,057.37	00158624
RODRIGUEZ, VIRIDIANA	V6412875	5220	22.45	00158965
ROSEBURROUGH TOOL CO. INC	V6404014	4355	360.71	00158999
ROSETTA STONE LTD.	V6409723	5880	28,710.00	00158966
RUCKER, JUNAN	V6412511	5210	125.00	00158915
RUTHENBECK, LYNN	V6402876	5210	1,329.14	00159000
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	386.28	00159098
SALDIVAR, HECTOR	V6406074	5210	1,234.60	00158916
SALDIVAR, NATALIE	V6412045	5210	117.77	00159001
SALGADO RAMIREZ, YESENIA	V6413549	5220	6.38	00158917
SANCHEZ, CARISSA	V6410283	5210	1,130.46	00158918
SAVANNA HIGH SCHOOL	V6404130	5880	5,391.00	00158625
SCHOLASTIC BOOK CLUBS INC.	V6404147	4210	188.56	00159002
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5810	3,900.00	00159003
SCHOOL SPECIALTY INC	V6404173	4310	168.07	00159099
		9320	617.79	00159099
SCHORR METALS INC	V6404179	4355	309.31	00158626
			1,006.57	00159100
SEHI COMPUTER PRODUCTS INC	V6404221	4310	17,557.88	00158627
			22,772.69	00159101
		4320	805.19	00158627
		4410	4,707.75	00158627
			3,579.46	00158860
			8,268.74	00159101
			542.60	00159237
SHERMAN, TYLER	V6413557	5210	843.90	00159004
SHERWIN WILLIAMS CO., THE	V6410919	4355	292.20	00159102
SHIELD FIRE PROTECTION	V6410947	5610	6,775.00	00159103
SIGLER INC., RUSSELL	V6410420	4355	284.47	00158628
			4,826.91	00159104
		4410	2,655.42	00158716
			825.21	00159104
SIGN MART PLASTICS PLUS	V6412529	4320	581.91	00159105
SNO SITES	V6413113	5880	400.00	00158919
SOCALGRAD	V6411708	4320	1,589.31	00158717
SOFTWARE 4 SCHOOLS	V6410482	5880	279.00	00159238
SOUTH COAST AIR QUALITY	V6404356	5880	385.32	00159106
SOUTH JHS ASB	V6405227	8699	640.50	00159167
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	157,655.27	00158861
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	433.05	00158629
			11,205.66	00158718
			3,945.78	00159107
SPICERS PAPER INC	V6404405	4320	2,073.76	00159108
		9320	4,299.23	00158719
SPORTS FACILITIES GROUP INC	V6410318	4410	1,598.67	00159109
SPRINT SOLUTIONS INC	V6411072	5918	320.89	00159168
SPYKERMAN, JULIE	V6405752	5220	40.83	00158920

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
STAPLES ADVANTAGE	V6410116	4310	920.62	00158630
			71.09	00158967
		4320	898.86	00158630
			614.30	00158967
		9320	6,821.67	00158630
			2,622.20	00158967
			774.25	00159110
STATISTA INC	V6412709	5880	22,942.50	00159111
STEINBRICK, GAIL	V6408751	5220	163.68	00158862
STEPHENS, THOMAS	V6413558	4310	48.48	00159005
STEPWARE INC	V6413481	5880	489.00	00159053
STIFT, ASHLEY	V6411541	5210	1,329.14	00159112
SUNDGREN, VICKI R.	V6413221	5810	625.00	00158863
SWEETWATER	V6409201	4410	2,907.10	00159113
SYCAMORE JR HIGH ASB	V6404569	8699	2.74	00159169
T MOBILE	V6410424	5918	4,266.03	00158720
			38.85	00158721
TEXTBOOK WAREHOUSE	V6404663	4150	385.75	00159054
THE COSTUMER	V6413439	5620	113.76	00158864
THOMAS, MATTHEW	V6412272	4210	90.00	00158722
THOMSON REUTERS WEST	V6407958	5880	161.00	00159055
THORNE, TAYLOR	V6413559	5210	848.09	00159006
THRIVELY	V6413523	5880	75,000.00	00159007
TOTALLY PROMOTIONAL	V6411321	4310	527.98	00159056
		4320	1,391.27	00159008
TRANE COMPANY, THE	V6407007	4355	471.45	00159057
TRINIDAD, JESSICA	V6412431	5210	830.27	00158631
TROXELL COMMUNICATIONS INC	V6404796	6490	5,334.88	00158632
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	1,836.06	00159058
		4387	5,856.22	00159058
TURNITIN LLC	V6412039	5880	61,228.37	00158633
U S BANK	V6406511	5880	998.25	00158921
UNION AUTO SERVICE CENTER	V6404840	4370	899.95	00159170
		5610	530.45	00159170
UNITED REFRIGERATION INC.	V6404853	4355	21.55	00159059
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	50.47	00158634
US GAMES	V6404813	4310	4,620.54	00159060
		4410	641.11	00159060
		9320	589.61	00158635
VALLEY VISTA SERVICES INC	V6411966	5580	11,529.36	00159171
VAUGHN IRRIGATION SERVICES INC	V6409818	5610	2,863.88	00159172
VAUGHN, CARRIE	V6400785	5210	95.00	00159173
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	37.12	00158865
VERNIER SOFTWARE	V6404919	4310	227.18	00158723
			51.95	00159061
VERTICAL TRANSPORT INC	V6413440	5610	2,077.30	00159174
VILDOSOLA, PATRICIA	V6413267	5220	62.47	00158866
VISION COMMUNICATIONS CO.	V6404955	4310	1,745.13	00158724
		4320	752.10	00159062
		5610	533.76	00159175
		5910	1,172.32	00159175
VISTA HIGHER LEARNING	V6411394	4150	4,088.13	00158725
WALKER JR HIGH SCHOOL	V6404990	8699	159.97	00159176



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
WALTERS WHOLESale	V6409053	4355	2,009.49	00158636
			612.29	00158867
			230.08	00159177
WARD'S NATURAL SCIENCE EST	V6404999	4310	775.58	00159178
WARNER, DANNIELLE	V6413552	5220	6.96	00158922
WASHINGTON MUSIC CENTER	V6413436	4410	2,440.96	00159239
WEIR, TIFFANY	V6406497	5210	829.32	00158637
WELLER, LISA	V6413282	5610	2,460.00	00159179
WESTCOM WIRELESS INC	V6413499	4410	4,623.00	00158638
WESTERN CONTAINER SALES	V6413322	4410	7,057.25	00159009
WESTERN HIGH SCHOOL ASB	V6405044	5880	599.00	00158639
		8699	295.47	00159180
WESTERN SPECIALTY CONTRACTORS	V6412981	5610	11,000.00	00158868
WESTRUX INTERNATIONAL INC	V6405053	4376	60.02	00158640
			153.28	00158726
WINZER	V6412060	4375	720.87	00158641
			796.70	00159181
WISE, PETER	V6413554	5810	450.00	00159010
WOODWIND AND BRASSWIND	V6405104	4310	2,358.67	00158642
		4410	1,512.81	00159182
			651.89	00158642
			1,129.22	00159182
WORKABILITY 1 REGION 1	V6409843	5210	780.00	00158643
			195.00	00159240
XEROX CORPORATION	V6405129	5620	9,555.70	00158923
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00158869
YANEZ, ESTER	V6412195	5220	18.56	00158870
YETT, JESSICA	V6412457	5210	1,329.14	00159183
ZAHN, VICTOR	V6408098	5210	1,098.09	00158924
ZISKO, AMBER	V6406552	5220	71.51	00159011
ZONES	V6405158	4320	590.17	00158644
<b>GENERAL FUND (0101)</b>			<b>5,808,361.41</b>	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	11,979.50	00159184
			61,448.05	00159244
<b>DEFERRED MAINTENANCE FUND (1414)</b>			<b>73,427.55</b>	

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	75,315.85	00159245
CULVER NEWLIN	V6411589	4310	9,214.67	00159012
		4410	9,926.47	00159012
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	157,655.00	00158727
DIGITAL ELECTRIC INC.	V6410370	6274	3,496.00	00158645
ECONO FENCE INC	V6408188	6126	60,282.25	00158968
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	2,023,243.34	00158646
GHATAODE BANNON ARCHITECTS	V6408656	6212	390,000.00	00158647
HCI SYSTEMS INC	V6413251	6270	240,096.22	00159185
IVL CONTRACTORS INC	V6412936	6221	8,311.55	00159241
J.L. COBB PAINTING AND CONSTRUCTION	V6413450	6165	252,664.70	00158925
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	59,880.00	00158685
LETNER ROOFING	V6402725	6270	281,817.50	00158926
PINNER CONSTRUCTION CO INC	V6412130	6165	6,731,845.82	00159186
PRO CRAFT CONSTRUCTION INC	V6412572	6165	24,710.00	00158648
RED HAWK SERVICES	V6412861	6126	18,638.15	00159187
VERNES PLUMBING INC	V6412513	6165	3,540.00	00158649
<b>GO BOND FUND SERIES 2018 (2126)</b>			<b>10,350,637.52</b>	
DIGITAL ELECTRIC INC.	V6410370	6221	9,872.00	00159242
JM AND J CONTRACTORS	V6410460	6221	196,175.00	00159188
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	166.00	00158686
<b>CAPITAL FACILITIES FUND (2525)</b>			<b>206,213.00</b>	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	37,160.00	00158728
KYA SERVICES	V6411393	6274	1,662.00	00158687
<b>CAPITAL FACILITIES RDA FUND (2545)</b>			<b>38,822.00</b>	
MIDWEST TECHNOLOGY PRODUCTS	V6403131	6450	2,916.15	00159189
SNAP ON INDUSTRIAL	V6404313	6450	4,034.16	00158650
			49,777.27	00159243
<b>SCHOOL FACILITIES FUND (3535)</b>			<b>56,727.58</b>	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	33,686.10	00158927
JM AND J CONTRACTORS	V6410460	6274	8,800.00	00159114
<b>SPECIAL FACILITIES FUND (4041)</b>			<b>42,486.10</b>	
AUHSD	V6400400	5890	3,853.06	00158928
<b>WORKER'S COMPENSATION FUND (6768)</b>			<b>3,853.06</b>	

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9,008.91	00158729
AUHSD	V6400400	5891	1,481,440.81	00158651
			1,286,289.05	00158969
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	417,471.80	00159063
BENISTAR HARTFORD	V6410980	5466	91,034.58	00158970
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	250,791.00	00158792
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	15,426.56	00158971
EXPRESS SCRIPTS INC.	V6410974	5895	114,335.23	00158652
			123,777.26	00158793
			12,505.75	00158972
			200,928.94	00159013
			213,737.51	00159064
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13,116.67	00158973
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	145,961.58	00158653
			147,064.59	00158730
METLIFE	V6408692	5462	22,410.00	00158654
VISION SERVICE PLAN	V6404956	5464	51,467.55	00158731
<b>HEALTH &amp; WELFARE INS FUND (6769)</b>			<b>4,596,767.79</b>	
<b>GRAND TOTAL ALL FUNDS</b>			<b>21,177,296.01</b>	

ANAHEIM UNION HIGH SCHOOL DISTRICT  
ASB SUMMARY OF CASH BALANCES  
AUGUST 2019

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	315,834.89	304,968.34	1,000.00	50,535.92	356,504.26
Western	317,481.94	189,221.49	1,275.00	125,231.62	315,728.11
Magnolia	88,338.93	109,886.20	700.00		110,586.20
Savanna	125,482.07	121,660.10	500.00	245.15	122,405.25
Loara	150,481.67	90,179.43	800.00	68,526.67	159,506.10
Katella	184,001.67	218,570.94	2,100.00		220,670.94
Kennedy	487,046.94	479,923.76	1,300.00		481,223.76
Cypress	657,891.46	642,165.77	1,700.00	48,492.40	692,358.17
Brookhurst	18,324.56	17,599.56			17,599.56
Orangeview	48,635.68	49,208.73	100.00		49,308.73
Walker	116,210.04	113,968.91			113,968.91
Dale	58,229.01	72,981.91			72,981.91
Sycamore	15,730.01	21,484.69			21,484.69
Ball	18,073.67	20,918.00			20,918.00
South	84,666.58	71,159.60			71,159.60
Oxford	494,016.75	498,975.65	350.00		499,325.65
Lexington	21,712.50	65,020.92			65,020.92
Hope	73,717.76	73,778.43			73,778.43
Gilbert	45,146.02	46,849.08			46,849.08
<b>Total</b>	<b>3,321,022.15</b>	<b>3,208,521.51</b>	<b>9,825.00</b>	<b>293,031.76</b>	<b>3,511,378.27</b>

**Anaheim Union High School District  
Cafeteria Fund  
Financial Statements  
July 2019**



**Balance Sheet**  
**Anaheim Union High School District**  
 07/31/2019

Account Number	Description	
<b>Asset</b>	<b>Assets</b>	
CASH		
9120	Cash-Checking	\$7,785,162.40
<b>Total CASH</b>		<b>\$7,785,162.40</b>
RECEIVABLE		
9210	A/R - Current	\$132,990.04
9280	A/R - State	\$17,841.74
9290	A/R - Federal	\$307,899.94
<b>Total RECEIVABLE</b>		<b>\$458,731.72</b>
INVENTORIES		
9321	Warehouse Food	\$145,282.88
9322	Warehouse Commodity	\$2,585.80
9323	Warehouse Supplies	\$55,683.35
<b>Total INVENTORIES</b>		<b>\$203,552.03</b>
<b>Total Asset</b>		<b>\$8,447,446.15</b>
<b>Liability</b>	<b>Liabilities and Fund Balance</b>	
LIABILITIES		
9510	A/P - Current	\$546,552.93
9580	Sales Tax Liability	\$124.48
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$143,251.23
<b>Total LIABILITIES</b>		<b>\$689,928.64</b>
<b>Total Liability</b>		<b>\$689,928.64</b>
<b>Fund Balance</b>	<b>Liabilities and Fund Balance</b>	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,346,622.45
<b>Total FUND BALANCE</b>		<b>\$8,218,032.57</b>
<b>Total Fund Balance</b>		<b>\$8,218,032.57</b>
<b>Current Year Profit (Loss)</b>		<b>(\$460,515.08)</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$8,447,446.13</b>
Show all data		



## Statement of Revenue and Expense Anaheim Union High School District

	Period 1 Ending in 07/31/2019				Period 1 Ending in 07/31/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8621	\$2,076.00	14.07 %	\$2,076.00	14.07 %	\$3,870.00	3.27 %	\$3,870.00	3.27 %
Elementary - Lunch								
8634	\$0.00	0.00 %	\$0.00	0.00 %	(\$6.75)	-0.01 %	(\$6.75)	-0.01 %
Meal Sales								
8635	\$6.00	0.04 %	\$6.00	0.04 %	\$17.77	0.02 %	\$17.77	0.02 %
A La Carte Sales								
8637	\$0.00	0.00 %	\$0.00	0.00 %	\$14.89	0.01 %	\$14.89	0.01 %
Adult Rev. - Lunch								
Local Revenue	\$2,082.00	14.11 %	\$2,082.00	14.11 %	\$3,895.91	3.29 %	\$3,895.91	3.29 %
<b>Federal Reimbursements</b>								
8200	\$0.00	0.00 %	\$0.00	0.00 %	\$20,412.31	17.24 %	\$20,412.31	17.24 %
Fed. Meal Rev.-Breakfast								
8220	\$10,207.38	69.17 %	\$10,207.38	69.17 %	\$78,680.13	66.45 %	\$78,680.13	66.45 %
Fed. Meal Rev.-Lunch								
8290	\$0.00	0.00 %	\$0.00	0.00 %	\$3,533.53	2.98 %	\$3,533.53	2.98 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$10,207.38	69.17 %	\$10,207.38	69.17 %	\$102,625.97	86.68 %	\$102,625.97	86.68 %
<b>State Reimbursements</b>								
8500	\$0.00	0.00 %	\$0.00	0.00 %	\$2,278.01	1.92 %	\$2,278.01	1.92 %
St. Meal Rev.-Breakfast								
8520	\$708.08	4.80 %	\$708.08	4.80 %	\$5,545.38	4.68 %	\$5,545.38	4.68 %
St. Meal Rev.-Lunch								
State Reimbursements	\$708.08	4.80 %	\$708.08	4.80 %	\$7,823.39	6.61 %	\$7,823.39	6.61 %
<b>Other Revenue</b>								
8638	\$153.50	1.04 %	\$153.50	1.04 %	(\$134.00)	-0.11 %	(\$134.00)	-0.11 %
Cash Over & Short								
8699	\$1,606.00	10.88 %	\$1,606.00	10.88 %	\$4,186.87	3.54 %	\$4,186.87	3.54 %
Spec Activity/Cater								
Other Revenue	\$1,759.50	11.92 %	\$1,759.50	11.92 %	\$4,052.87	3.42 %	\$4,052.87	3.42 %
<b>Total Revenue</b>	<b>\$14,756.96</b>	<b>100.00 %</b>	<b>\$14,756.96</b>	<b>100.00 %</b>	<b>\$118,398.14</b>	<b>100.00 %</b>	<b>\$118,398.14</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govnmt</b>								
4700	\$28,597.95	193.79 %	\$28,597.95	193.79 %	\$91,336.41	77.14 %	\$91,336.41	77.14 %
<b>Food Purchases</b>								
Food Purchases & Govnmt	\$28,597.95	193.79 %	\$28,597.95	193.79 %	\$91,336.41	77.14 %	\$91,336.41	77.14 %
<b>Supplies</b>								
4300	\$6,819.24	46.21 %	\$6,819.24	46.21 %	\$4,467.88	3.77 %	\$4,467.88	3.77 %
<b>Materials &amp; Supplies</b>								
4400	\$0.00	0.00 %	\$0.00	0.00 %	\$38,350.45	32.39 %	\$38,350.45	32.39 %
<b>Noncapitalized Equipment-Under \$5000</b>								
4790	\$24,809.58	168.12 %	\$24,809.58	168.12 %	\$62,756.83	53.00 %	\$62,756.83	53.00 %
<b>Supplies (Food)</b>								
Supplies	\$31,628.82	214.33 %	\$31,628.82	214.33 %	\$105,575.16	89.17 %	\$105,575.16	89.17 %
<b>Salaries</b>								
2200	\$48,740.02	330.28 %	\$48,740.02	330.28 %	\$71,440.15	60.34 %	\$71,440.15	60.34 %
<b>Classified Salaries</b>								
2300	\$45,443.17	307.94 %	\$45,443.17	307.94 %	\$44,480.32	37.57 %	\$44,480.32	37.57 %
Class.Sup/Admin Salaries								



## Statement of Revenue and Expense Anaheim Union High School District

	Period 1 Ending In 07/31/2019				Period 1 Ending in 07/31/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2400	\$24,468.79	165.81 %	\$24,468.79	165.81 %	\$27,916.61	23.58 %	\$27,916.61	23.58 %
Clerical/Office Salaries								
Salaries	\$118,651.98	804.04 %	\$118,651.98	804.04 %	\$143,837.08	121.49 %	\$143,837.08	121.49 %
Benefits								
3202	\$22,950.44	155.52 %	\$22,950.44	155.52 %	\$25,270.55	21.34 %	\$25,270.55	21.34 %
PERS, Classified Position								
3302	\$9,250.52	62.69 %	\$9,250.52	62.69 %	\$10,982.28	9.28 %	\$10,982.28	9.28 %
OASD/MED/Classified Position								
3402	\$201,156.22	1,363.13 %	\$201,156.22	1,363.13 %	\$202,040.50	170.64 %	\$202,040.50	170.64 %
Hlth/Welfare, Classified								
3502	\$60.44	0.41 %	\$60.44	0.41 %	\$71.96	0.06 %	\$71.96	0.06 %
SUI, Classified Position								
3602	\$3,061.77	20.75 %	\$3,061.77	20.75 %	\$3,492.29	2.95 %	\$3,492.29	2.95 %
Workers Comp, Classified								
Benefits	\$236,479.39	1,602.49 %	\$236,479.39	1,602.49 %	\$241,857.58	204.27 %	\$241,857.58	204.27 %
Other Expenses								
5200	\$406.94	2.76 %	\$406.94	2.76 %	\$242.18	0.20 %	\$242.18	0.20 %
Travel & Conference								
5500	\$9,140.00	61.94 %	\$9,140.00	61.94 %	\$6,343.86	5.36 %	\$6,343.86	5.36 %
Operation & Housekeeping								
5600	\$12,152.62	82.35 %	\$12,152.62	82.35 %	\$25,544.55	21.58 %	\$25,544.55	21.58 %
Rental/Lease/Repair								
5800	\$19,937.77	135.11 %	\$19,937.77	135.11 %	\$6,607.45	5.58 %	\$6,607.45	5.58 %
Prof. Consult Service								
5900	\$129.50	0.88 %	\$129.50	0.88 %	\$5,964.69	5.04 %	\$5,964.69	5.04 %
Fax, Pager, Postage								
Other Expenses	\$41,766.83	283.03 %	\$41,766.83	283.03 %	\$44,702.73	37.76 %	\$44,702.73	37.76 %
Capital Outlay								
6500	\$18,147.07	122.97 %	\$18,147.07	122.97 %	\$16,629.06	14.05 %	\$16,629.06	14.05 %
Equipment- Over \$5000								
Capital Outlay	\$18,147.07	122.97 %	\$18,147.07	122.97 %	\$16,629.06	14.05 %	\$16,629.06	14.05 %
<b>Total Expense</b>	<b>\$475,272.04</b>	<b>3,220.66 %</b>	<b>\$475,272.04</b>	<b>3,220.66 %</b>	<b>\$643,938.02</b>	<b>543.88 %</b>	<b>\$643,938.02</b>	<b>543.88 %</b>
<b>Net Profit (Loss)</b>	<b>(\$460,515.08)</b>	<b>-3,120.66 %</b>	<b>(\$460,515.08)</b>	<b>-3,120.66 %</b>	<b>(\$525,539.88)</b>	<b>-443.88 %</b>	<b>(\$525,539.88)</b>	<b>-443.88 %</b>

Show all data



**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
 Business Division  
 2019/20 MONTHLY ENROLLMENT REPORT  
 MONTH 2

09/03/19 to 09/27/19

SCHOOL	REGULAR DAY							Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	11th		12th				
Anaheim	742	718	664	593	2,717		2,717	2	158	2,877	
Cypress	790	705	736	633	2,864		2,864	-	85	2,949	
Katella	688	658	632	595	2,573		2,573	2	162	2,737	
Kennedy	549	572	556	509	2,186		2,186	1	94	2,281	
Loara	428	462	452	430	1,772		1,772	1	138	1,911	
Magnolia	369	407	377	297	1,450		1,450	-	148	1,598	
Oxford	209	201	195	184	789		789	1	-	790	
Savanna	441	412	438	408	1,699		1,699	2	77	1,778	
Western	401	433	414	420	1,668		1,668	-	100	1,768	
<b>Total Comprehensive</b>	<b>4,617</b>	<b>4,568</b>	<b>4,464</b>	<b>4,069</b>	<b>17,718</b>		<b>17,718</b>	<b>9</b>	<b>962</b>	<b>18,689</b>	
Anaheim Independent Learning Center	-	-	11	137	148		148	-	-	148	
Gilbert High School	-	3	122	334	459		459	1	107	567	
Katella Satellite Independent Study	1	4	28	21	54		54	-	-	54	
Kennedy Satellite Independent Study	5	19	21	25	70		70	-	-	70	
Nonpublic Schools	-	-	-	-	-		-	-	23	23	
Polaris High School	7	17	32	42	98		98	-	-	98	
Special Education Transition Program	-	-	-	-	-		-	-	181	181	
Western Independent Learning Center	-	2	30	69	101		101	-	-	101	
<b>Total Alternative Ed</b>	<b>13</b>	<b>45</b>	<b>244</b>	<b>628</b>	<b>930</b>		<b>930</b>	<b>1</b>	<b>311</b>	<b>1,242</b>	
Hope	-	-	-	-	-		-	-	233	233	
<b>Total Senior High Schools</b>	<b>4,630</b>	<b>4,613</b>	<b>4,708</b>	<b>4,697</b>	<b>18,648</b>		<b>18,648</b>	<b>10</b>	<b>1,506</b>	<b>20,164</b>	

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	11th					
Ball	423	470	893		893	-	46	939
Brookhurst	511	520	1,031		1,031	1	49	1,081
Dale	487	516	1,003		1,003	-	53	1,056
Lexington	650	665	1,315		1,315	1	33	1,349
Orangeview	408	411	819		819	-	55	874
Oxford	242	244	486		486	-	-	486
South	707	745	1,452		1,452	-	77	1,529
Sycamore	631	631	1,262		1,262	-	64	1,326
Walker	531	514	1,045		1,045	-	27	1,072
<b>Total Comprehensive</b>	<b>4,590</b>	<b>4,716</b>	<b>9,306</b>		<b>9,306</b>	<b>2</b>	<b>404</b>	<b>9,712</b>
Nonpublic Schools	-	-	-		-	-	10	10
Polaris High School	2	12	14		14	-	-	14
<b>Total Junior High Schools</b>	<b>4,592</b>	<b>4,728</b>	<b>9,320</b>		<b>9,320</b>	<b>2</b>	<b>414</b>	<b>9,736</b>

<b>DISTRICT TOTAL</b>		<b>29,900</b>
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**ANAHEIM UNION HIGH SCHOOL DISTRICT**

Business Division

**2019/20 MONTHLY ENROLLMENT REPORT**

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON  
Month 2**

<b>HIGH SCHOOL</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Growth v. (Decline)</b>
Anaheim	2,880	2,877	(3)
Cypress	2,951	2,949	(2)
Katella	2,736	2,737	1
Kennedy	2,279	2,281	2
Loara	1,919	1,911	(8)
Magnolia	1,609	1,598	(11)
Oxford	787	790	3
Savanna	1,775	1,778	3
Western	1,788	1,768	(20)
<b>Total Senior High</b>	<b>18,724</b>	<b>18,689</b>	<b>(35)</b>

<b>JUNIOR HIGH SCHOOL</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Growth v. (Decline)</b>
Ball	940	939	(1)
Brookhurst	1,070	1,081	11
Dale	1,061	1,056	(5)
Lexington	1,343	1,349	6
Orangeview	863	874	11
Oxford	486	486	-
South	1,526	1,529	3
Sycamore	1,335	1,326	(9)
Walker	1,070	1,072	2
<b>Total Junior High</b>	<b>9,694</b>	<b>9,712</b>	<b>18</b>

<b>Total Comprehensive Schools</b>	<b>28,418</b>	<b>28,401</b>	<b>(17)</b>
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<b>Alternative Education</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Growth v. (Decline)</b>
Anaheim Independent Learning Center	140	148	8
Gilbert High School	586	567	(19)
Hope	233	233	-
Katella Satellite Independent Study	48	54	6
Kennedy Satellite Independent Study	63	70	7
Nonpublic Schools	32	33	1
Polaris High School	97	112	15
Special Education Transition Program	182	181	(1)
Western Independent Learning Center	86	101	15
<b>Total Alternative Ed.</b>	<b>1,467</b>	<b>1,499</b>	<b>32</b>
<b>District Total</b>	<b>29,885</b>	<b>29,900</b>	<b>15</b>

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

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this:

10 <sup>th</sup>	day of	October	2019
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by and between

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

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

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

and

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

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Anaheim Family YMCA will provide a Basic Adult and Pediatric First Aid/CPR/AED course for District physical education teachers who do not have current certification.
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Site/School:	All schools	Funds (Cost Center):	Title IV (3850)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	October 11, 2019
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Consultants will be provided with the facilities to conduct the training.

5. District shall pay Consultant the maximum amount of

\$3,000

for services rendered

to # of people:	Up to 15 people per training session	# hours per day:	5 hours per day	# of days:	Up to 4 days
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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:

Anaheim Family YMCA will provide first aid and CPR training in order to bring all physical education teachers up to date with certification.

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

Anaheim Family YMCA has expertise and experience in providing this training and the training is provided on an as needed basis.

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

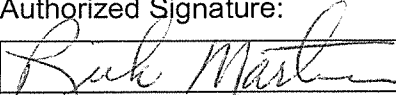
No technical support is required.

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

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

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- 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):	
Anaheim Family YMCA	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Dr. Rick Martens	Dr. Jaron Fried
Authorized Signature:	
	Signature of Assistant Superintendent:
Street Address:	
501 Grant Street, Suite 1075	501 N. Crescent Way, P.O. Box 3520
City, State, Zip Code	
Pittsburgh, PA 15219	Anaheim, CA 92803-3520
Date:	

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

	25-1805640
--	------------

\*Or, initial below:

	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
--	---

Telephone Number:

E-mail Address:

714-635-9622	rmartens@anaheimymca.org
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	9/30/19
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Modification  
To  
Memorandum of Understanding  
Last Dated 7/13/18

This Modification to the Memorandum of Understanding (MOU), last dated 7/13/18 is made by and between SETI Institute, of 189 North Bernardo Ave Suite 200, Mountain View, California 94043, and the Anaheim Union High School District, 501 N. Crescent Way; Anaheim, CA 92801.

The purpose of this modification is to modify the Memorandum of Understanding due to shifts in NASA SOFIA flight schedules, and to align with NASA Airborne Astronomy Ambassadors funding cycles from the Science Mission Directorate, by extending the period of performance. Therefore, replace "...to remain in effect until September 30, 2019" with "...to remain in effect until December 31, 2020." in the Article titled "Duration".

IN WITNESS WHEREOF, this Modification to the Memorandum of Understanding is executed by their duly authorized representatives as of the Effective Date.

Approved By:


Anaheim Union High School District

10/11/19

\_\_\_\_\_  
Jaron Fried, Ed. D  
Assistant Superintendent of Educational Services

\_\_\_\_\_  
Date

SETI Institute

  
\_\_\_\_\_  
Bill Diamond  
President & CEO

9/9/19  
\_\_\_\_\_  
Date



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

**EDUCATIONAL CONSULTING AGREEMENT**

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

10 <sup>th</sup>	day of	October	2019
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by and between

Wheels of Freestyle, Inc.
---------------------------

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Educational BMX Student Assembly with anti-tobacco theme focusing on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use.
--

Site/School:	<u>2019 Dates:</u> 10/25/19 – Dale JHS (2 assemblies)	Funds (Cost Center):	TUPE Grant 4898
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	October 11, 2019
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and shall diligently perform as specified and complete performance by:

Date:	May 21, 2020
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

**\$1,798**

for services rendered

to # of people:	850 – Dale JHS In addition to an unknown number of site teachers and staff participants.	# hours per day:	2.0 to 4.0	# of days:	1
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2019-20

**BMX WHEELS OF FREESTYLE STUDENT ASSEMBLY/SHOW**

ORGANIZATIONAL DATE	NEW DATE	MODIFIED DATE	DAY OF THE WEEK	ACTIVITY	SCHOOL	VENUE PRINCIPAL	VENUE STAFF SP	PRODUCT (TUPE ACTIVITY UNIT ADVISORY)	CONTACT #	CONTACT EMAIL	ADDRESS	CITY	ZIP CODE	PRESENTATION #	# ATTENDANTS	TIME	TUPE FUNDED AMT
10/12/2019			Friday	BMX Student Assembly/Show Dale JHS	Dale JHS	John M. H. ...	...	...	714-223-4219	...	10911 Dale Ave.	Atlanta	30344	2	850	8:00am - 12:00pm	\$1,798.00

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

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

negligence or willful misconduct of District, its officers, employees, or agents.

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

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

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

As a result of the BMX assembly, students will learn: (1) how smoking affects your health and can limit your achievements; (2) how smoking can be addictive; (3) the dangers of smokeless tobacco, and; (4) how smoking can hurt others through secondhand smoke. CLEAN MIND< CLEAN BODY< CLEAN LUNGS is there slogan for the presentation.

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

BMX riders are among the top riders in the nation with various titles and years of experience delivering the message of being tobacco free and instill ideals that will increase self-confidence and positive morals.

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

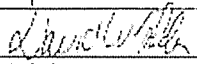
None. Only an outlet to plug in for power and outdoor space for performance.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Wheels of Freestyle, Inc.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
David W. Holden, President		Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
X 		X	
Street Address:		Street Address:	
P.O. Box 927286		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
San Diego, CA 92192-7286		Anaheim, CA 92803-3520	
Date:		Date:	
9/12/19			

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

	75-8003396
--	------------

\*Or, initial below

<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
-------------------------------------	--

Telephone Number:

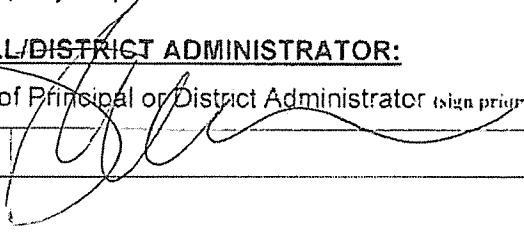
E-mail Address:

888-818-8388	gogreenbmxshow@gmail.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature: 	Date: 9/13/19
--	---------------

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

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this

10 <sup>th</sup>	day of	October	2019
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by and between

Vy Hoang
----------

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

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

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

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

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Vy Hoang, Vietnamese Language Teacher, will provide services for BECOME Project to teach modules in Vietnamese.
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Site/School:	EL and Multilingual Service, BECOME Project	Funds:	Grant Funds (4520)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	October 12, 2019
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$6,000

for services rendered

to # of people:	1	# hours per day:	7	# of days:	3
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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:

Teach BECOME Project Modules in Vietnamese

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

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):	
<b>Vy Hoang</b>	<b>Anaheim Union High School District</b>
Typed Name/Title of Authorized Signatory:	
<b>Vy Hoang</b>	<b>Dr. Jaron Fried</b>
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
<b>12292 Hampton Avenue</b>	<b>501 Crescent Way, P.O. Box 3520</b>
City, State, Zip Code	
<b>Garden Grove, CA 92840</b>	<b>Anaheim, CA 92803-3520</b>
Date:	
<b>December 3, 2018</b>	

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number\* or Federal Identification Number\*

--	--

\*Or, initial below:

<input checked="" type="checkbox"/> - <i>VH</i>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
---	--

Telephone Number:

E-mail Address:

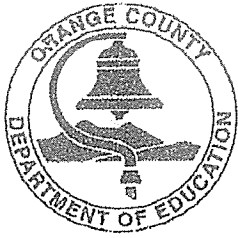
<b>714-548-5658</b>	<b>Vy.Hoang@live.com</b>
---------------------	--------------------------

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: <b>9/25/19</b>
--	----------------------



# INVOICE

Page # 1

## Orange County Dept. of Education

200 Kalmus Drive  
PO Box 9050  
Costa Mesa, CA 92628-9050  
Phone: (714) 966-4057

### EXHIBIT YY

ANAHEIM UNION HIGH SCHOOL DISTRICT  
ATTN: ACCOUNTS PAYABLE  
P.O. BOX 3520  
501 CRESCENT WAY  
ANAHEIM, CA 92803-3520

ACCT ID:	V9400186	PA
INVOICE NUMBER:	94NI1058	
DIVISION:	94SE	
TERM:	1920	
INVOICE DATE:	09/19/19	
DUE DATE:	10/21/19	
AMOUNT DUE	<b>\$2,878.67</b>	

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	2,878.67		015044 8677	2019-20 SPECIAL EDUCATION JPA DUES AT .10 PER YEAR 2018-19 P2 ADA * * IF YOU HAVE ANY QUESTIONS, PLEASE CALL PATTY BANUELOS AT (714) 966-4365	2,878.67
					Tax	0.00
<b>INVOICE TOTAL</b>						<b>\$2,878.67</b>

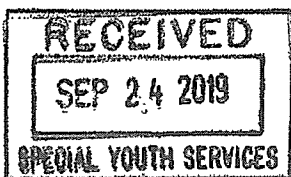
Please remit a copy with payment-thank you

Remit to: **Orange County Dept. of Education**  
PO Box 9050  
Costa Mesa, CA 92628-9050

Accounts Receivable

Account ID	V9400186
Account Name	ANAHEIM UNION HIGH SCHOOL
Invoice Number	94NI1058
DIV:	94SE
TERM:	1920
Due Date	10/21/19
Amount Due	\$2,878.67

Amount Paid \$ \_\_\_\_\_



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 N. CRESCENT WAY  
ANAHEIM, CA 92801

EXHIBIT ZZ

TRANSPORTATION AGREEMENT

This is to certify that parents of student (183) agree to the following method of transportation during the extended school year 2019-2020:

Parents will provide student transportation from his home CA 92801 to Speech and Language Development Center, 8699 Holder Street, Buena Park, CA 90620, and will be reimbursed at the rate of 0.58¢ per mile for a total of 6.1 miles each way, 24.4 miles daily for up to 20 days during 2019-2020 school year, not to exceed 20 days for extended school year 2019, beginning July 08, 2019 through August 2, 2019. The maximum amount approved is as follows:

$$.58 \text{ cents per mile} \times 24.4 \text{ mile daily round trip} = \$14.15 \times 20 \text{ days} = \$283.00$$

Invoicing to the District is required monthly, listing date of transporting student to and from Speech and Language Development Center and verified by attendance records.

Because the District is not transporting Student, the District cannot take any responsibility or liability for anything that may occur while Parent is transporting Student to and from school. Because of this, Parent agrees to indemnify, hold harmless and defend the District and its governing board, officers, employees, and agents (collectively DISTRICT) from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any of the following:

1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense sustained by the Parent or Student or any person, firm, or corporation employed by the Parent.
2. Any injury to or death of any person(s), including the officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Parent arising out of, or in any way connected with, the services covered by this Agreement, whether injury or damage occurs either on or off District's property.

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

The following persons are authorized to transport student from their home to Speech and Language Development Center and back home: Parents

Parent Signature: Signature on original

\_\_\_\_\_  
Date

Parent Signature: Signature on original

\_\_\_\_\_  
Date

Celeste Krueger, Director: \_\_\_\_\_  
Special Youth Services

\_\_\_\_\_  
Date

Board Approved: 10/10/2019

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 N. CRESCENT WAY  
ANAHEIM, CA 92801

EXHIBIT A A A

TRANSPORTATION AGREEMENT

This is to certify that parents of student (183) agree to the following method of transportation during the regular school year 2019-2020:

Parents will provide student transportation from his home to Speech and Language Development Center located at 8699 Holder St., Buena Park, CA 90620, and will be reimbursed at the rate of 0.58¢ per mile for a total of 6.1 miles each way, 24.4 miles daily for up to 180 days during 2019-20 school year, not to exceed 180 days beginning August 29, 2019 through June 16, 2020. The maximum amount approved is as follows:

$$.58 \text{ cents per mile} \times 24.4 \text{ mile daily round trip} = \$14.15 \times 180 \text{ days} = \$2,547.00$$

Invoicing to the District is required monthly, listing date of transporting student to and from Speech and Language Development Center and verified by attendance records.

Because the District is not transporting Student, the District cannot take any responsibility or liability for anything that may occur while Parent is transporting Student to and from school. Because of this, Parent agrees to indemnify, hold harmless and defend the District and its governing board, officers, employees, and agents (collectively DISTRICT) from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any of the following:

1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense sustained by the Parent or Student or any person, firm, or corporation employed by the Parent.
2. Any injury to or death of any person(s), including the officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Parent arising out of, or in any way connected with, the services covered by this Agreement, whether injury or damage occurs either on or off District's property.

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



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 CRESCENT WAY P.O. BOX 3520  
ANAHEIM, CA 92803

EXHIBIT B B B

TRANSPORTATION AGREEMENT

This is to certify that parent of student (129) agrees to the following method of transportation during the extended school year 2019:

Parents will provide student transportation from their home to and from Speech and Language Development Center located at 8699 Holder, Buena Park, California, 90620 and will be reimbursed at the rate of 0.58¢ per mile for a total of 9.32 miles daily for up to 20 days during 2019-2020 school year beginning July 8, 2019 through August 2, 2019 not to exceed 20 days for Extended School Year 2019. The maximum amount approved is as follows:

$$.58 \text{ cents per mile} \times 9.32 \text{ mile round trip} = \$5.41 \times 20 \text{ days} = \$108.20$$

Invoicing to the District is required monthly, listing date of transporting student to and from Speech and Language Development Center and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport student from their home to Speech and Language Development Center and back home: Parent

Parent Signature: \_\_\_\_\_ Signature on original \_\_\_\_\_ Date: \_\_\_\_\_  
Parent

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Celeste Krueger, Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Special Youth Services

Board Approved: 10/10/2019  
Date



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 CRESCENT WAY P.O. BOX 3520  
ANAHEIM, CA 92803

EXHIBIT C C C

TRANSPORTATION AGREEMENT

This is to certify that parent of student (129) agrees to the following method of transportation during the regular school year 2019-2020:

Parents will provide student transportation from their residence at [REDACTED] to and from Speech and Language Development Center located at 8699 Holder, Buena Park, California, 90620 and will be reimbursed at the rate of 0.58¢ per mile for a total of 9.32 miles round trip daily for up to 180 days during 2019-2020 school year not to exceed 180 days beginning August 29, 2019 through June 16, 2020. The maximum amount approved is as follows:

$$.58 \text{ cents per mile} \times 9.32 \text{ mile round trip} = \$5.41 \times 180 \text{ days} = \$973.80$$

Invoicing to the District is required monthly, listing date of transporting student to and from Speech and Language Development Center and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident or occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following person is authorized to transport student from their residence to Speech and Language Development Center and back home: Parent

Parent Signature: Signature on original Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Celeste Krueger, Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Special Youth Services

Board Approved: 10/10/2019  
Date

TRANSPORTATION AGREEMENT

This is to certify that guardians of student (199) ("Guardians") agrees to the following method of transportation during the extended school year 2019:

Guardians will provide student (199) transportation from their home to and from Switzer Learning Center located at 2201 Amapola Court, Torrance, CA 90501 and will be reimbursed at the rate of 0.58¢ per mile for a total of 106 miles daily for up to 20 days during 2019-2020 school year beginning July 8, 2019 through August 2, 2019 not to exceed 20 days for Extended School Year. The maximum amount approved is as follows:

$$.58 \text{ cents per mile} \times 106 \text{ mile round trip} = \$61.48 \times 20 \text{ days} = \$1,229.60$$

Invoicing to the District is required monthly, listing date of transporting student to and from Switzer Learning Center and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Guardians agree to provide a copy of their insurance policy to the District prior to transporting student. Guardians agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorize to transport student from their home to Switzer Learning Center and back home: Guardians

Parent Signature: \_\_\_\_\_ Signature on original \_\_\_\_\_ Date: \_\_\_\_\_  
Guardian

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Celeste Krueger, Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Special Ed Services

Board Approved: 10/10/2019  
Date

**SCHEDULE A**

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030**  
**Regular School Year 2019-2020**

<b>STUDENT</b>	<b>DOB</b>	<b>GRADE</b>	<b>BOARD APPROVAL DATE</b>	<b>NONPUBLIC SCHOOL</b>	<b>TOTAL CONTRACT COST*</b>
1819 – 201	11/08/2006	8	10/10/2019	Port View Preparatory	\$25,000.00
1920 – 212	03/14/2007	7	10/10/2019	Mardan School	\$30,000.00
1920 – 224	08/03/2006	8	10/10/2019	Olive Crest	\$60,000.00
1920 – 225	06/24/2006	8	10/10/2019	Rossier Park	\$60,000.00

**SCHEDULE A**

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030  
Residential School Year 2019-2020**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
1920 - 206	06/13/2003	11	10/10/2019	CARE Youth Corporation	\$10,000.00
1920 - 222	12/12/2002	11	10/10/2019	Cinnamon Hills Youth Crisis Center	\$180,000.00

**Instructional Materials Submitted for Display**  
**Thursday, October 10, 2019**  
 October 11, 2019-November 5, 2019

<b>Curriculum</b>	<b>Basic/ Suppl.</b>	<b>Course Name (Number)</b>	<b>Grade</b>	<b>Title</b>	<b>Publisher</b>
English	Suppl.	English 1 (#1505)	9-12	<i>Fresh Ink</i>	Random House Children's Books
English	Suppl.	English 1 (#1505)	9-12	<i>Hitler's Furies: German Women in the Nazi Killing Fields</i>	Houghton Mifflin Harcourt

## Instructional Materials Submitted for Adoption

**Thursday, October 10, 2019**

September 13, 2019-October 10, 2019

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Counting By 7's</i>	Scholastic Inc.
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Drum, Girls, and Dangerous Pie</i>	Scholastic Inc.
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Everlost</i>	Simon & Schuster
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Fever 1793</i>	Simon & Schuster
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Good Enough</i>	Harper Teen
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Insignificant Events in the Life of a Cactus</i>	Sterling Children's Books
VAPA (Music)	Basic	Mariachi Ensemble (#TBD)	9-12	<i>Mariachi Music in America: Experiencing Music, Expressing Culture</i>	Oxford University Press
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Orphan Island</i>	Walden Pond Press
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>Singularity</i>	Puffin

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>The Girl Who Drank The Moon</i>	Algonquin Books of Chapel Hill
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>The King's Shadow</i>	Random House Children's Books
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>The Misfits</i>	Simon & Schuster
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>The One and Only Ivan</i>	Katherine Applegate
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>The Way to Bea</i>	Little Brown
ELA	Suppl.	English 7 (#1330) English 8 (#1350)	7-8	<i>You Go First</i>	Harper Collins Publisher

Field Trip Report

Board of Trustees

October 10, 2019

1. Anaheim High School: PUENTE (40 students-16 male, 24 female)  
 Adviser/Lead Chaperone: Amie Cuellar (female)  
 Chaperones: Amalia Ambriz (female), Christie Naranjo (female), Eric Tenorio (male), Samuel Lopez-Romero (male)  
  
 To: Northern California Universities  
 Dates: November 7, 2019 to November 8, 2019  
 Purpose: College Visits  
 Expenses: Parent/Student-meals, transportation, accommodations  
             ASB/Club Fundraisers-accommodations  
             Site Funds-transportation, substitutes  
  
 Number of school days missed for this trip: 2  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 2
  
2. Cypress High School: AP Environmental Science (15 students-2 male, 13 female)  
 Adviser/Lead Chaperone: Erin Doherty (female)  
 Chaperones: Pat Brunet (female) and Robert Nguyen (male)  
  
 To: Green Valley Lake Christian Camp, CA  
 Dates: November 6, 2019 to November 9, 2019  
 Purpose: Forestry Challenge Competition  
 Expenses: Parent/Student-registration, meals, accommodations  
             Forestry Challenge-transportation, substitutes  
  
 Number of school days missed for this trip: 3  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 3
  
3. Cypress High School: FBLA (16 students-8 male, 8 female)  
 Adviser/Lead Chaperone: Don Jay King (male)  
 Chaperone: Sharon King (female)  
  
 To: FBLA Leadership Development Institute @ DoubleTree Anaheim, CA  
 Dates: November 16, 2019 to November 17, 2019  
 Purpose: Student Career Pathway Development  
 Expenses: ASB/Club Fundraisers-registration, accommodations  
             Parent/Student-registration, accommodations  
             Perkins-registration, meals, transportation, accommodations  
  
 Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0



Field Trip Report

Board of Trustees

October 10, 2019

4. Magnolia High School: Wrestling Tournament (9 students-5 male, 4 female)  
Advisers/Lead Chaperones: Kevin McMahan  
Chaperone: Elleni Ortega (female)

To: Las Vegas, NV  
Dates: October 18, 2019 to October 20, 2019  
Purpose: Wrestling Tournament  
Expenses: ASB/Club Fundraisers-accommodations  
Outside Source-registration, meals, transportation, accommodations,  
substitutes

Number of school days missed for this trip: 1  
Number of school days missed previously: 0  
Total number of days missed by this group: 1

5. Magnolia High School: FBLA (15 students-7 male, 8 female)  
Advisers/Lead Chaperones: Esther Cho (female) and Debbie Pham (female)  
Chaperone: Ricky Pham (male)

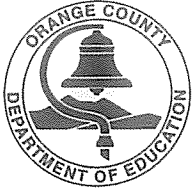
To: FBLA Leadership Development Institute @ DoubleTree Anaheim, CA  
Dates: November 16, 2019 to November 17, 2019  
Purpose: Student Career Pathway Development  
Expenses: ASB/Club Fundraisers-accommodations  
Parent/Student-registration, meals, transportation  
Perkins-registration

Number of school days missed for this trip: 0  
Number of school days missed previously: 0  
Total number of days missed by this group: 0

6. RATIFICATION: Oxford Academy: FBLA (1 female student)  
Adviser/Lead Chaperone: Alicia Baillie (female)

To: Ontario, CA  
Dates: October 3, 2019 to October 4, 2019  
Purpose: FBLA State Officers Meeting  
Expenses: CA FBLA-registration, meals, transportation, accommodations

Number of school days missed for this trip: 1  
Number of school days missed previously: 0  
Total number of days missed by this group: 1



**Williams Settlement Legislation  
Quarterly Report of Uniform Complaints  
2019-20**

**District:** Anaheim Union High School District

**District Contact:** Brad Jackson

**Title:** Assistant Superintendent, Human Resources

- Quarter #1     July 1 – September 30, 2019     **Report due by October 25, 2019**
- Quarter #2     October 1 – December 31, 2019     **Report due by January 31, 2020**
- Quarter #3     January 1 – March 31, 2020     **Report due by April 24, 2020**
- Quarter #4     April 1 – June 30, 2020     **Report due by July 31, 2020**

**Check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Missassignments	0		
Facility Conditions	0		
<b>TOTALS</b>	<b>0</b>		

**Name of Superintendent:** Michael B. Matsuda

**Signature of Superintendent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please submit to:**

Alicia Gonzalez, Sr. Administrative Assistant  
Orange County Department of Education  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050

Board of Trustees  
October 10, 2019

Page 1 of 11

**1. Resignations/Retirements, effective as noted:**

Miracle, Jennifer                      Resignation    9/13/19

**2. Employment:**

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Chigas, Nikki	9/19/19	1	1
Jacobs, Carla	9/11/19	4	1
Olivarria, Manuel	9/10/19	4	1
Torres, Ricardo	8/5/19	1	3
Tweed, Matthew	9/5/19	3	7

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Gomez, Leslie	9/17/19	2	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Bell, Mitchell	10/7/19
Biddle, Zulma	9/9/19
Campbell, Thea	9/6/19
Chigas, Nikki	9/11/19
Denevan, Michael	8/16/19
Duong, Lulnh	9/9/19
Eckerts, Megan	9/4/19
Fuentes, Barbara	9/4/19
Kridle, Anne	9/17/19
Lee, Youjung	9/20/19
Marquez Esturo, Marisol	9/18/19
Oliphant, Christina	9/19/19
Peters, Vikram	9/11/19
Sanchez, Jorge	9/19/19
Scott, Jaquan	9/20/19
Soheili, Sina	9/9/19
Sprague, Ciara	9/30/19
Zhang, Yanli	9/9/19

D. Counselor(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Nguyen, Minh-Chau	7/17/19	3	7

E. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Hanna, Rasha	9/23/19	2	1

Human Resources Division, Certificated Personnel

Board of Trustees  
October 10, 2019

Page 2 of 11

- F. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2019-20 with pay per military contract, holding a Preliminary Designated Subjects Credential for ROTC and a Certificate of Completion of Staff Development Waiver to fulfill California Education Code 44253.1, effective August 1, 2019:

McCall, Erik  
McMahan, Kevin  
Rundblade, Rodney  
Truby, Richard

- G. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Hurley-Niezgoda, Christopher	7/1/19	22	2
Assistant Principal, Senior High School			

**3. Extra Service Compensation:**

- A. Additional Salary, for an extra period of coverage to be paid tenthsly and based on the individual's salary for 2019-20, effective as noted: (General Funds)

Doherty, Michelle	8/26/19
Duris, Suzanne	8/26/19
Garcia, Michael	8/5/19
Gordon, Richard	8/5/19
Kim, Jeffrey	8/5/19
Lee, Kyoung	8/5/19
Leon, Emilia	10/8/19
Miceli, Cynthia	8/5/19
Miner, Deanna	8/5/19
Penaloza Cardenas, Fernando	8/5/19
Ross, Jeffrey	8/26/19
Shoemaker, Brion	8/26/19
Tice, Maryanne	9/9/19
Wilson, James	8/7/19

- B. Bilingual Authorization Stipend, to be paid to the following individual(s) for an earned Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification, effective as noted:

Rubio, Gabriela                      8/5/19

- C. JROTC/NJROTC Department Leadership Stipend, (REVISED) for the following individuals, for the 2018-19 school year, in the amount of \$1,727, to be paid half at the end of each semester: (General Funds)

Knight, John	Anaheim High School
McCall, Eric	Katella High School
McMahan, Kevin	Magnolia High School
Pearce, Jerry	Western High School
Rittenhouse, Wiley	Kennedy High School

Human Resources Division, Certificated Personnel

Board of Trustees  
October 10, 2019

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Rundblade, Rodney                      Loara High School

- D. JROTC/NJROTC Drill Team Stipend, (REVISED) for the following individuals, for the 2018-19 school year, in the amount of \$2,302, to be paid half at the end of each semester: (General Funds)

Gastelum, Daniel	Western High School
Golden, Marixa	Loara High School
Granville, Clevester	Katella High School
Miles, Noel	Magnolia High School
Napoles, Victor	Kennedy High School
Truby, Richard	Anaheim High School

- E. JROTC/NJROTC Department Leadership Stipend, (REVISED) for the following individuals, for the 2019-20 school year, in the amount of \$1,727, to be paid half at the end of each semester: (General Funds)

Knight, John	Anaheim High School
McCall, Eric	Katella High School
McMahan, Kevin	Magnolia High School
Pearce, Jerry	Western High School
Rundblade, Rodney	Loara High School

- F. JROTC/NJROTC Drill Team Stipend, (REVISED) for the following individuals, for the 2019-20 school year, in the amount of \$2,302, to be paid half at the end of each semester: (General Funds)

Bryson, Johnny	Kennedy High School
Gastelum, Daniel	Western High School
Granville, Clevester	Katella High School
Miles, Noel	Magnolia High School
Truby, Richard	Anaheim High School

- G. BECOME Project Reimbursement, to be paid for the 2018-19 school year to the following individuals as noted for completing the Spanish Bilingual Authorization through Cal State University of Fullerton as a participant of the BECOME Project. (Bilingual Teacher Professional Development Program (BTPDP) Grant Funds)

Le, Mindy	\$2,500
Nguyen, Lilian	\$2,500

- H. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective October 11, 2019. Total amount not to exceed \$1,500 per individual: (Perkins Funds)

Cummings, Rosezetta  
Garcia, Michael  
Smith, Vincent

Human Resources Division, Certificated Personnel

Board of Trustees  
October 10, 2019

Page 4 of 11

**4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:**

	<u>From</u>	<u>To</u>	<u>Effective</u>
Bell, Karen	4 3	4 7	8/5/19
Bryant, Amanda	2 6	3 6	8/5/19
Chigas, Nikki	1 1	3 1	9/19/19
Hacker, Shannon	2 1	3 1	8/23/19
Nakayama, Robert	3 10	4 10	8/5/19
Singletery, David	1 7	4 7	8/5/19
Ulrich, Jonathan	4 6	4 7	8/5/19
White, Angelita	4 1	4 2	8/26/19

**5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

Abarca, Rebecca	9/16/19	Lee, Roy	9/10/19
Aldaz, Octavio	9/11/19	Lomeli, Viviana	9/13/19
Angeles, Gabriela	8/30/19	Lopezmartinez, Laura	9/18/19
Angelmo, Alisson	9/13/19	Lorenzana, Navil	9/10/19
Antonio, Jovencia	9/26/19	Lowthorp, Tanner	9/6/19
Arellanoarellano, Aretmisa	9/4/19	Luna, Arelyfernanda	9/4/19
Astorgaaguayo, Itzel	8/30/19	Magana, Laura	9/25/19
Barger, Brittany	9/23/19	Mandujano, Angela	9/6/19
Berdin, Jesus	9/25/19	Marsh, Mathew	9/17/19
Bravo, Alfonso	9/11/19	Martin, Aaliyah	9/5/19
Cano, Tania	9/4/19	Mejia, Alicia	9/13/19
Cedano, Marisol	9/24/19	Michel, Alexandra	9/11/19
Cho, Victor	9/9/19	Miles, Noel	8/4/15
Davis, Jeffry	9/18/19	Morales, Monica	9/25/19
Delgadillo, Guadalupe	9/5/19	Murciaramirez, Julieta	9/23/19
Dimatulac, MaryJonalei	8/30/19	Najera, Fernando	9/20/19
Evink, Kyle	9/18/19	Nguyen, Thomas	9/4/19
Figuroa-Estrada, Josefina	9/16/19	Nguyen, Vu	9/24/19
Filomar, Sonny	9/27/19	Orendain, Jackelin	9/6/19
Finger, Marcelo	9/3/19	Orr, Janice	9/26/19
Fitzmaurice, William	9/20/19	Ortega, Karen	9/10/19
Gray, Akeyva	9/12/19	Park, Jonathon	9/16/19
Gutierrez, Daisy	9/3/19	Park, Michelle	9/20/19
Hardt, Michael	9/17/19	Paviaguzman, Olga	4/25/19
Hernandez, Guadalupe	9/10/19	Prado, Monica	9/12/19
Hernandez, Isabel	9/9/19	Pratz, Nallely	9/5/19
Hernandezvaldin, Ivonn	9/9/19	Quach, Phuong	9/5/19
Herrera, Andrea	9/16/19	Quezada, Laura	9/16/19
Huett, Ryan	9/3/19	Quintero, Christian	9/17/19
Ishihara, Michael	9/9/19	Rodriguez, Kimberly	9/5/19
Junod, Allison	9/12/19	Rosas, Andrea	8/30/19
Kennedycummings, Bella	9/11/19	Salazar, Valerie	9/13/19
Lakin, Shanelle	9/24/19	Sanchez, Gilda	9/26/19
Lara, Miguel	9/6/19	Santiagooberumen, Eloy	9/3/19
Laxton, Rebecca	9/13/19	Suh, Noemi	9/13/19
Le, Helen	9/19/19	Thorn, Amanda	9/17/19

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Tran, Minh	9/10/19	Villagomez, Jennifer	9/3/19
Tran, Paulina	9/17/19	Wilkerson, Crystal	9/20/19
Vaca, Julian	9/12/19	Wurth, John	9/24/19
Verne, Susana	9/19/19	Young, Evelyn	9/12/19
Verzani, Diane	9/9/19	Younge, Michelle	9/25/19

**6. Extra Service Assignments, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
De La Cruz Aispuro, Guillermo Dance, Assistant	\$3,266	1 <sup>st</sup> Semester	8/7/19
Garcia, Befael Band, Assistant	\$3,266	1 <sup>st</sup> Semester	8/7/19
Guerrero, Jalisa Cheer	\$2,799	1 <sup>st</sup> Semester	8/7/19
Santiago, Tiffani Natasha Accompanist	\$1,690	1 <sup>st</sup> Semester	8/7/19
Torres, Alejandro Football, Assistant	\$3,107	Season	8/20/19
Troup, Katrina Song	\$2,799	1 <sup>st</sup> Semester	8/7/19
Vega Maciel, Roberto Drill Team	\$5,593	1 <sup>st</sup> Semester	8/7/19
<u>Ball</u>			
Bellos, Alexis Volleyball	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Gawronski, Colin Football	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Ortega, Eddie Football	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Reyes, Gerardo Tennis, Boys	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Richardson, Brandon Volleyball	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Sohng, Eunyoung Accompanist	\$643	1 <sup>st</sup> Semester	8/5/19

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Williams, Keaira Volleyball, Assistant	\$472.25	1 <sup>st</sup> Quarter	8/12/19
<u>Brookhurst</u> Alfares, Waleed Football	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Becker, Michelle Tennis, Boys	\$2,555	1 <sup>st</sup> Quarter	8/12/19
<u>Cypress</u> Cobos Jr., Michael Cheer	\$1,399	1 <sup>st</sup> Semester	8/5/19
Galvan, Eric Cheer	\$1,399.50	1 <sup>st</sup> Semester	8/5/19
Giblin, Nicolette Cheer	\$2,796.50	1 <sup>st</sup> Semester	8/5/19
Griffiths, Alexandra Volleyball	\$3,818	Season	8/5/19
Griswold, Mary Band Director, Assistant	\$1,633	1 <sup>st</sup> Semester	8/5/19
Jackson, Norman Jazz Band	\$788	1 <sup>st</sup> Semester	8/5/19
Ledesma, Sierra Song	\$1,399	1 <sup>st</sup> Semester	8/5/19
Lopez, Juan Football, Asst./Lower Level REVISION	\$1,553.50	Season	8/5/19
McClure, Robert Water Polo	\$3,818	Season	8/9/19
Panter, Nathan Tennis, Asst./Lower Level	\$3,107	Season	8/21/19
Pantoja, David Color Guard	\$2,796.50	1 <sup>st</sup> Semester	8/5/19
Rodriguez, Ricardo Jazz Band	\$788	1 <sup>st</sup> Semester	8/5/19
Ruiz, Manuel Drill Team	\$2,796.50	1 <sup>st</sup> Semester	8/5/19



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Saldana, Reihle Water Polo, Asst./Lower Level	\$3,818	Season	8/13/19
<u>Dale</u> Hormuth, Lisa Tennis, Boys	\$2,555	1 <sup>st</sup> Quarter	8/12/19
<u>Hope</u> Hernandez, Stephanie Cheer	\$1,277.50	1 <sup>st</sup> Semester	8/5/19
<u>Katella</u> Gonzalez, Gustavo Football	\$1,721	Season	8/5/19
Huynh, Tan Band Director, Assistant	\$1,633	1 <sup>st</sup> Semester	8/5/19
Huynh, Tan Jazz Band	\$788	1 <sup>st</sup> Semester	8/5/19
Pliego, Jose Tennis, Asst./Lower Level	\$3,107	Season	8/6/19
Sass, Steven Accompanist	\$845	1 <sup>st</sup> Semester	8/15/19
<u>Kennedy</u> Botka, Bryan Band, Assistant Director	\$1,633	1 <sup>st</sup> Semester	8/5/19
Castleman, Lisa Band	\$100	1 <sup>st</sup> Semester	8/5/19
Frieson, Michael Football, Assistant	\$3,734	Season	8/5/19
Gallagher, Aimee Dance	\$1,909	1 <sup>st</sup> Semester	8/5/19
Harvey, Jalen Band	\$100	1 <sup>st</sup> Semester	8/12/19
King, Nathan Band	\$100	1 <sup>st</sup> Semester	8/5/19
Klump, Madison Tennis, Asst./Lower Level	\$3,107	Season	8/5/19
Morley, Christopher Football	\$3,442	Season	8/5/19

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Mosley, Trenton Football	\$3,442	Season	8/5/19
Parsons, Bernie Band	\$100	1 <sup>st</sup> Semester	8/9/19
Parsons, Michelle Band	\$100	1 <sup>st</sup> Semester	8/5/19
Stone, Jason Water Polo, Asst./Lower Level	\$3,107	Season	8/23/19
<u>Lexington</u>			
Coombs, Douglas Tennis	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Cornelius, Jeff Tennis	\$1,277.50	1 <sup>st</sup> Quarter	8/13/19
Cummings, Rosezetta Tennis	\$1,277.50	1 <sup>st</sup> Quarter	8/13/19
<u>Magnolia</u>			
Bustos, Jose Luis Football, Assistant	\$3,107	Season	8/5/19
Nguyen, Christina Cheer, Assistant	\$255.20	1 <sup>st</sup> Semester	8/5/19
Saldana, Amy Golf	\$3,107	Season	8/20/19
Wheeler, Gregory Drill Team	\$3,053	1 <sup>st</sup> Semester	8/6/19
<u>Orangeview</u>			
Bomar, Dominique Football	\$2,555	1 <sup>st</sup> Quarter	8/12/19
<u>Oxford</u>			
Anthony, Robert Band, Junior High	\$1,633	1 <sup>st</sup> Semester	8/7/19
Anthony, Robert Band Director, Assistant, High School	\$1,633	1 <sup>st</sup> Semester	8/7/19
Anthony, Robert Jazz Band, Junior High	\$788	1 <sup>st</sup> Semester	8/7/19
Clark, Samuel Flag Football	\$2,555	1 <sup>st</sup> Quarter	8/12/19

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Clark, Steven Flag Football	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Comerford, Allan Volleyball	\$3,442	Season	8/7/19
Hernandez, Jose Volleyball	\$2,555	1 <sup>st</sup> Quarter	8/12/19
Hogan, Brian Vocal	\$1,909	1 <sup>st</sup> Semester	8/7/19
Hanson, Todd Volleyball	\$3,818	Season	8/7/19
Howard, Jordan Basketball, Assistant	\$3,442	Season	11/4/19
Kandakai, Tina Tennis, Assistant	\$3,107	Season	8/7/19
Kiaha, Rodney Tennis	\$3,442	Season	8/7/19
Kiaha, Rodney Tennis, Assistant	\$3,107	Season	2/1/20
Miner, Deanna Band	\$2,796.50	1 <sup>st</sup> Semester	8/7/19
Polk, W Cross Country	\$3,442	Season	8/7/19
Rylaarsdam, Michael CTSO	\$1,277.50	1 <sup>st</sup> Semester	8/7/19
Saldana, Reihle Basketball, Assistant	\$3,442	Season	11/4/19
Truong, Kim Tennis, Assistant	\$3,107	Season	8/7/19
<u>Savanna</u> Cuevas, Katherine Tennis, Asst./Lower Level	\$3,107	Season	9/13/19
Dickson, Gary Golf	\$3,107	Season	8/5/19
Robinson, Cory Dance, Assistant	\$1,633	1 <sup>st</sup> Semester	8/5/19

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South

Becerra, Christian \$2,555 1<sup>st</sup> Quarter 8/12/19  
Volleyball

Greco, Nicholas \$2,555 1<sup>st</sup> Quarter 8/12/19  
Flag Football

Illsley, Heather \$1,278.50 1<sup>st</sup> Quarter 8/12/19  
Volleyball

Ramirez Jr., Israel \$1,889 1<sup>st</sup> Quarter 8/12/19  
Volleyball, Assistant

Russell, Arthur \$2,555 1<sup>st</sup> Quarter 8/5/19  
Flag Football

Sharafat, Syed \$2,555 1<sup>st</sup> Quarter 8/12/19  
Tennis

Sycamore

Hendrickson, Eric \$643 1<sup>st</sup> Semester 8/7/19  
Accompanist

Jimmerson, Marcus \$2,555 1<sup>st</sup> Quarter 8/12/19  
Volleyball

Walker

Dodd, Timothy \$2,555 1<sup>st</sup> Quarter 8/12/19  
Flag Football

Pickel, Degala \$2,555 1<sup>st</sup> Quarter 8/12/19  
Volleyball, Girls

Preciado, Roland \$2,555 1<sup>st</sup> Quarter 8/12/19  
Tennis, Boys

Rankin, Lauren \$2,555 1<sup>st</sup> Quarter 8/12/19  
Volleyball

Western

Greer, Lacreisha \$2,000 Season 8/8/19  
Football, Assistant

Kahssay, Munir \$3,442 Season 8/7/19  
Cross Country

Lauderdale, Wendell \$2,000 Season 8/23/19  
Football, Assistant

Mikels, Lynsey \$2,796.50 2<sup>nd</sup> Semester 1/6/20  
Color Guard

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Quintanilla, Mitchel Water Polo, Asst./Lower Level	\$3,107	Season	8/23/19
Takahama, Paul Tennis REVISED	\$3,818	Season	8/5/19

**1. Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
De la Cruz, Jose Sr. Equipment Operator	Operations Department	09/30/2019
Ramos, Sandra Food Services Assistant I	Food Services Department	08/30/2019
Tapia, Jacqueline Instructional Assistant – Behavioral Support	Hope School	09/27/2019
Thrum, Julie Food Services Operations Supervisor	Food Services Department	12/30/2019
Voas, Patricia Secretary – Registrar/Records	Kennedy High School	11/01/2019
Zak, Hanan Food Services Assistant I	Food Services Department	09/13/2019

**2. Employment, effective as noted:**

	<u>Range/Step:</u>	<u>Effective:</u>
<b>Permanent Employees:</b>		
Alba-Cobarrubias, Juan Technology Services Technician	58/03	09/23/2019
Ayres, Julia Instructional Assistant – Specialized Academic Instruction	43/01	09/23/2019
Brambila, Hector Instructional Assistant – Behavioral Support	51/02	08/30/2019
Campos, Yesenia Instructional Assistant – Deaf/Hard of Hearing	50/01	09/30/2019
Chittaphong, Debbie Bus Driver	55/01	09/27/2019
Gonzalez, Alexis Campus Safety Aide	41/01	09/09/2019
Guardian, Carince Instructional Assistant – Behavioral Support	51/01	09/09/2019
Harvey, Teri (REHIRE) Instructional Assistant – Behavioral Support	51/10	09/11/2019

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Reaves, Terance Instructional Assistant – Behavioral Support	51/01	10/03/2019
Rico, Andreana Instructional Assistant – Behavioral Support	51/01	09/24/2019
Venegas, Kathleen Instructional Assistant – Behavioral Support	51/02	09/10/2019
Ybarra, Jason Campus Safety Aide	41/01	09/09/2019
<b>Substitute Employees:</b>		
Agaiby, Milad Substitute Bus Driver	55/01	09/23/2019
Baumann, Zachary Substitute Auditorium Operations Technician	54/01	09/12/2019
Bello, Samantha AVID Tutor	\$14.53/Hr.	08/29/2019
Benson, Emily Substitute Auditorium Operations Technician	54/01	09/23/2019
Brownstead, Mark Substitute Instructional Assistant – Adult Transition	51/01	09/06/2019
Brownstead, Mark Substitute Instructional Assistant – Behavioral Support	51/01	09/06/2019
Brownstead, Mark Substitute Instructional Assistant – Special Abilities	51/01	09/06/2019
Brownstead, Mark Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/06/2019
Burdick, Terry Substitute Auditorium Operations Technician	54/01	09/12/2019
Campos, Christina AVID Tutor	\$14.53/Hr.	09/05/2019
Campos, Rocio Substitute Translator/Interpreter	53/01	09/30/2019

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Canham, Kendra AVID Tutor	\$14.53/Hr.	09/18/2019
Cervantes, Sally Substitute Campus Safety Aide	41/01	09/04/2019
Coryell, Elizabeth Substitute Food Services Assistant I	41/01	09/06/2019
Diaz, Lorena Substitute Food Services Assistant I	41/01	09/19/2019
Diaz, Steffany Substitute Food Services Assistant I	41/01	09/04/2019
Estrada, Vitazania Substitute Office Assistant	43/01	09/04/2019
Galindo, Sullivan Substitute Instructional Assistant – Adult Transition	51/01	09/09/2019
Galindo, Sullivan Substitute Instructional Assistant – Behavioral Support	51/01	09/09/2019
Galindo, Sullivan Substitute Instructional Assistant – Special Abilities	51/01	09/09/2019
Galindo, Sullivan Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/09/2019
Gills, Charde Substitute Food Services Assistant I	41/01	09/06/2019
Godoy, Deysi Substitutue Food Services Assistant I	41/01	09/20/2019
Gomez, Luis Substitute Instructional Assistant – Adult Transition	51/01	08/26/2019
Gomez, Luis Substitute Instructional Assistant – Behavioral Support	51/01	08/26/2019
Gomez, Luis Substitute Instructional Assistant – Special Abilities	51/01	08/26/2019



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Gomez, Luis Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/26/2019
Gomez, Michael Substitute Bus Driver	55/01	09/23/2019
Gonzalez, Angelique Substitute Bus Driver	55/01	09/27/2019
Haddad, Maria Substitute Food Services Assistant I	41/01	09/05/2019
Hernandez, Christopher AVID Tutor	\$14.53/Hr.	09/23/2019
Hoekstra, Geraldine Substitute Food Service Assistant I	41/01	09/18/2019
Jackson, Kalan Substitute Instructional Assistant – Adult Transition	51/01	09/04/2019
Jackson, Kalan Substitute Instructional Assistant – Behavioral Support	51/01	09/04/2019
Jackson, Kalan Substitute Instructional Assistant – Special Abilities	51/01	09/04/2019
Jefferson, Linda Substitute Office Assistant	43/01	09/19/2019
Juarez, Elizabeth Substitute Office Assistant	43/01	09/06/2019
Manning, Sean ASB Extra Duty Specialist	\$12.00/Hr.	08/26/2019
Martinez, Alexander AVID Tutor	\$14.53/Hr.	08/29/2019
Martinez, Gabriela Substitute Food Services Assistant I	41/01	09/05/2019
Miller, Linda Substitute Instructional Assistant – Adult Transition	51/01	09/04/2019

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Miller, Linda Substitute Instructional Assistant – Behavioral Support	51/01	09/04/2019
Miller, Linda Substitute Instructional Assistant – Special Abilities	51/01	09/04/2019
Miller, Linda Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/04/2019
Miramontes-Lugo, Jennifer Instructional Assistant – Behavioral Support	51/01	09/05/2019
Murillo Thornton, Alma Substitute Office Assistant	43/01	06/06/2019
Murillo Thornton, Alma Substitute Office Assistant – Bilingual	47/01	06/06/2019
Nester, Gloria Substitute Food Services Assistant I	41/01	09/10/2019
Pearson, Mary Intern	\$14.53/Hr.	08/05/2019
Posadas, Candace Substitute Instructional Assistant – Adult Transition	51/01	09/30/2019
Posadas, Candace Substitute Instructional Assistant – Behavioral Support	51/01	09/30/2019
Posadas, Candace Substitute Instructional Assistant – Special Abilities	51/01	09/30/2019
Posadas, Candace Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/30/2019
Rivera, Bianca Substitute Food Services Assistant I	41/01	09/10/2019
Rodriguez, Eduardo Substitute Custodian	48/01	09/10/2019
Rodriguez, Monique AVID Tutor	\$14.53/Hr.	09/18/2019

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Rollins, Umeka Substitute Food Services Assistant I	41/01	09/10/2019
Rosas, Jacy Substitute Instructional Assistant – Adult Transition	51/01	09/06/2019
Rosas, Jacy Substitute Instructional Assistant – Behavioral Support	51/01	09/06/2019
Rosas, Jacy Substitute Instructional Assistant – Special Abilities	51/01	09/06/2019
Rosas, Jacy Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/06/2019
Tavares Aparicio, Kennya Substitute Office Assistant	43/01	09/23/2019
Trinidad Moreno, Gloria Substitute Custodian	41/01	09/05/2019
Trueblood, William Substitute Office Assistant	43/01	08/30/2019
Villarreal, Sandra Substitute Instructional Assistant – Bilingual (Spanish)	47/10	08/30/2019
Weinberg, Andrew Substitute Auditorium Operations Technician	54/01	09/12/2019
Yacoub, Magdy Substitute Bus Driver	55/01	09/16/2019

3. **Stipends**

Huerta, Cathy Secretary – Registrar/Records	Bilingual Stipend (Spanish)	08/01/2019
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4. **Workability, current minimum wage or stipend of \$256 effective as noted:**  
(Workability Grant Funds)

**Effective**

Alcala, Carolina	09/05/2019
Altamirano, Lorenzo	09/03/2019
Choi, Minsuh	09/18/2019
Dains, Samuel	09/26/2019
Diaz, Natalie	09/09/2019

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Dillard, Michael	09/23/2019
Do, Brandon	09/03/2019
Garcia, Randy	09/24/2019
Guerra, Bryan	09/03/2019
Hansen, Seth	09/10/2019
Hinh, Alton	09/26/2019
Kathi, Sarah	09/09/2019
Leung, Brandon	09/23/2019
Lopez, Leonardo	09/04/2019
Macias, Alexander	09/18/2019
Macias, Enrique	09/09/2019
Martinez, Mateo	09/09/2019
Martinez-Gallardo, Jesenia	09/03/2019
Mejia, Luis	09/24/2019
Mora, Melissa	09/18/2019
Morano, Gabriella	09/04/2019
Nava-Garcia, Jacqueline	09/09/2019
Olivas, Elizabeth	10/01/2019
Osuna, Ivan	09/26/2019
Pichardo, Henry	09/26/2019
Reynoso-Ceja, Jonathan	09/10/2019
Rodriguez, Leonardo	09/03/2019
Santos, Juan	09/09/2019
Suarez, Juanmanuel	09/26/2019
Tran, Brandon	09/04/2019
Ureno, Vanessa	09/26/2019
Vejar, Javier	09/26/2019
Yoshida, Sho	09/18/2019

**5. Food Service Student Workers**

**Effective**

Dang, Ryan	09/16/2019
Gabagat, Andres	09/16/2019
Hernandez, Jasmin	09/09/2019
Nguyen, Jeannie	09/23/2019
Pham, Hai	09/23/2019
Reyes, Ezekiel	09/23/2019
Sanchez, Kalani	09/16/2019
Sims, Audrey	09/21/2019
Van, An-Vi	09/03/2019

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Minutes**  
**Thursday, August 15, 2019**

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**UNADOPTED**

**1. CALL TO ORDER–ROLL CALL**

Board President O’Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:00 p.m.

Present: Brian O’Neal, president; Anna L. Piercy and Al Jabbar, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

Absent: Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk

**2. ADOPTION OF AGENDA**

Staff requested the following amendment to the agenda:

- Pull item 12.4 on page 14 of the agenda.

On the motion of Trustee Piercy, duly seconded and unanimously carried, by those present, following discussion, the Board of Trustees adopted the amended agenda.

**3. FACILITIES UPDATE STUDY SESSION**

A study session regarding the District’s Facilities/Maintenance and Operations summer work update was held.

Trustee Smith entered at 2:04 p.m.

Trustee Randle-Trejo entered at 2:07 p.m.

**4. PUBLIC COMMENTS, CLOSED SESSION ITEMS**

There were no requests to speak.

**5. CLOSED SESSION**

The Board of Trustees entered closed session at 6:03 p.m.

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

**6.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:03 p.m.

## 6.2 Pledge of Allegiance and Moment of Silence

Board President Brian O'Neal led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

## 6.3 Closed Session Report

Board Clerk Randle-Trejo reported the following actions taken during closed session.

- 6.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 6.3.2 No reportable action taken regarding anticipated litigation.
- 6.3.3 No reportable action taken regarding existing litigation.
- 6.3.4 No reportable action taken regarding negotiations.
- 6.3.5 No reportable action taken regarding personnel.
- 6.3.6 The Board of Trustees took formal action, with a 5-0 vote, to appoint John Bautista as Public Information Officer.
- 6.3.7 No reportable action taken regarding existing litigation.
- 6.3.8 No reportable action taken regarding existing litigation.
- 6.3.9 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019040322, resolving all issues in student's due process complaint by providing assessments, reimbursing compensatory services up to \$5,500, and providing \$7,000 in other reimbursements.
- 6.3.10 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019060197, resolving all issues in student's due process complaint by funding an independent evaluation, providing interim services and designated compensatory education, as well as providing \$7,000 in reimbursements.
- 6.3.11 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019060752, resolving all issues in student's due process complaint by reimbursing tuition and transportation up to \$19,000 per year, for two years, as well as providing \$7,000 in other reimbursements.

John Bautista thanked the Board, cabinet, and especially Pat Karlak for their support in this new role.

## 7. **INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation

and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready for the 21<sup>st</sup> century.

In addition, Board of Trustees' President O'Neal introduced Lara Elkatat, student representative to the Board of Trustees; Grant Schuster, ASTA president; Sharon Yager, CSEA president; Cory Kretz, APGA co-president; Hilda Vazquez, ALTA president; Peggy Kruse, ASCPTA president; Juan Alvarez, trustee, Anaheim Elementary School District; Jose Moreno, City of Anaheim councilmember; Terri Giamarino, superintendent, NOCROP; Gail Kairis, Instructional Programs administrator, NOCROP; Tania Watkins, Human Resources director, NOCROP; Jennifer Prado, Instructional Programs manager, NOCROP; and Stephanie Teer, Special Projects director, Cypress College.

**8. BOARD OF TRUSTEES' RECOGNITION**

**Donation**

The Board of Trustees recognized the following individual for the generous donation to the District.

Mike Longo	Kimball Baby Grand Piano, Delivery and Set-up	Walker Junior High School Music Program
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**9. REPORTS**

**9.1 Reports of Associations**

- 9.1.1 Grant Schuster, ASTA president, shared that teachers attended several different conferences this summer, which included the Mikva Conference and CTA Conference.
- 9.1.2 Sharon Yager, CSEA president, expressed she is proud of the District for all their accomplishments. Additionally, she stated that District staff is passionate and contributes to a safe environment for our students.
- 9.1.3 Cory Kretz, APGA co-president, reported that counselors are excited to start a new school year.
- 9.1.4 Hilda Vazquez, ALTA president, spoke about the summer programs offered at the District such as the Summer Arts Academy, Summer Language Academy, as well as Speech and Debate Camp. Additionally, she spoke of all the accomplishments throughout the District.

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

Peggy Kruse, ASCPTA president, reported all the PTSA chapters are excited for the new year and invited the Board to the principals' breakfast on September 11, 2019.

**10. PUBLIC COMMENTS, OPEN SESSION ITEMS**

- 10.1 Ron Flores, Western High School Alumni Association, thanked the District for their support at Western High School. He also extended an invitation to the Board to the Western High School Alumni Association Fundraiser and the upcoming football game on September 13, 2019.
- 10.2 Alberto Barajas, Youth Leadership of America member, invited the Board to attend an information session at the District office on August 17, 2019, to learn more about the nonprofit.

- 10.3 Olivia Moreno, along with several other Anaheim High School students, spoke in support of renaming the Anaheim High School studio to the Margaret Elder Dance Studio.
- 10.4 Kathy Heard, CSEA president at Anaheim Elementary School District and Magnolia High School alumni, spoke on the Charter School petition and why she believes it should not be approved.
- 10.5 Lorri Aguirre, District Band Booster, highlighted the District's VAPA program and its opportunities and accomplishments. In addition, she expressed that the Charter School petition lacks programs like the ones in place at AUHSD and urged the Board to deny the petition.
- 10.6 Brian Belski, District Visual and Performing Arts director, stated that students have accomplished great things through the VAPA Program at AUHSD and that it seems the Charter School, based on the petition submitted, does not have the experience or the resources to carry out a successful arts program.
- 10.7 Esther Franco, Savanna High School parent, communicated that the District provides many opportunities for parents to be involved and engaged.
- 10.8 Enrique Romero, South Junior High School principal, shared the accolades that South Junior High School has received for their civic engagement education. He also stated that the District strives to give parents, staff, and students the best civic engagement education.
- 10.9 Bill Cavanaugh, Sycamore Junior High School Science teacher, spoke of the students' hand-on approach in his class and various different projects. In addition, he stated that the District supports students in their creativity and learning by providing unique opportunities for all.
- 10.10 Dr. Terri Giamarino, North Orange County ROP (NOCROP) Superintendent, spoke of the great partnership NOCROP and AUHSD have and expressed her gratitude to the Board for continuing this relationship. She went on to state that the partnership has allowed for the creation of student programs that fit their needs and make sure that each student has an equal chance for success.
- 10.11 Stephanie Teer, Cypress College director of educational partnership, talked about its partnership with the District and the many opportunities it has created for students to gain social and academic skills that will help them reach success.
- 10.12 Peggy Kruse, PTSA president and District parent, vocalized her appreciation for the District for striving to provide an education that equips students for the real world, as well as providing opportunities for parents to get involved.
- 10.13 Maritza Bermudez, former AUHSD parent, stated she is proud of the education her daughter received at AUHSD and asked the Board to deny the Charter School petition.

## 11. **ITEMS OF BUSINESS**

On the motion of Trustee O'Neal and duly seconded, item 11.2 was moved forward.



## SUPERINTENDENT'S OFFICE

### 11.2 *Determination, Charter Petition, Better World Conservatory of the Arts & Sciences*

#### Background Information:

Petitioners for the Better World Conservatory of the Arts & Sciences (Charter School) delivered a charter petition (Petition) to the Anaheim Union High School District offices on May 21, 2019, seeking to establish the Charter School for a five year term. On June 20, 2019, the Board officially received the Petition to commence the statutory review period under Education Code Section 47605 and conducted a public hearing to provide the public an opportunity to speak on the Petition so that the Board could consider the level of support for the Petition by teachers employed by the school district, other employees of the school district, and parents.

#### Current Consideration:

Education Code Section 47605, subdivision (b), requires the Board to "either grant or deny the charter within 60 days of receipt of the petition, however that date may be extended by an additional 30 days if both parties agree to the extension." By the letter dated June 3, 2019, Petitioners and District agreed to the schedule for consideration of the Petition by the Board.

A school district governing board shall grant a charter for the operation of a school if it is satisfied that granting the charter is consistent with sound educational practice. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more findings set forth in the statute. District administration convened a team comprised of personnel from the Superintendent's Office, Educational Services, Human Resources, Business Services, and school site administration to conduct a detailed review and analysis of the Petition, as well as the supporting materials.

#### Budget Implication:

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

#### Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board denied the Charter School Petition and adopted the Staff Report as its written factual findings to support the denial.

On the motion of Trustee Jabbar and duly seconded, item 11.5 was moved forward.

## EDUCATIONAL SERVICES

### 11.5 *Naming of Facility, Margaret Elder Dance Studio*

#### Background Information:

Board Policy 5201, Naming of Facility, 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 was requested to approve the request to rename Anaheim High School's room 66 after Margaret Elder. Mrs. Elder taught in room 66 at Anaheim High School for 31 years. She influenced over 7,500 students and founded the concert dance program at Anaheim High School. The program began with one class of 20 students and increased to five classes, four levels, 200 plus students and a waiting list of 100 plus students. Mrs. Elder produced numerous concerts, festivals, showcases and several community, as well as school performances. She also facilitated student-led community service elementary school dance workshops. The District's ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the request.

**RESOLUTIONS**

11.1 **Resolution No. 2019/20-E-01, Mental Health**

Background Information:

Proposition 63, also called the Mental Health Services Act (MHSA), was enacted into law on January 1, 2005. It has generated approximately \$15 billion. These funds are distributed to state and local county offices of behavioral health.

The State Auditor's February 2018 report found "hundreds of millions of dollars in unspent MHSA funds." To remedy this, through a series of stakeholder meetings, the county has developed recommendations for Prevention and Early Intervention (PEI) services, for the approximately \$22.5 million in carry-over funds. These services will cover fiscal years 2019-20 through 2021-22. The recommendations cover nine service areas, including \$5,550,000 in funding to award districts in Orange County.

Current Consideration:

The Board of Trustees was requested to adopt Resolution 2019/20-E-01, Mental Health. The adoption of this resolution provides an opportunity to work with local school districts, Orange County Board of Supervisors, and the Orange County Health Care Agency. It further offers an opportunity to inform parents, guardians, and the community of the efforts the District is engaged in to build a comprehensive school-based mental health program for students.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2019/20-E-01. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

11.2 This item was moved forward in the agenda.

## **BUSINESS SERVICES**

### **11.3 Rejection of Liability Claim**

#### Background Information:

The District received a liability claim that was filed on July 3, 2019, and identified as OLRA 19-11 (Tort 411).

#### Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

#### Budget Implication:

There is no impact to the budget.

#### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees rejected liability claim OLRA 19-11 (Tort 411) as not a proper charge against the District and authorized staff to send the notice of rejection.

### **11.4 Agreement, Raptor Technologies, LLC**

#### Background Information:

Raptor is a web-based software application, provided by Raptor Technologies, LLC, that was developed with the purpose of aiding educational facilities in tracking their visitors and volunteers. Raptor not only provides an effective, efficient method for tracking, but also goes beyond conventional applications by utilizing available public databases to help control campus security. The Raptor system scans a person's identification information to a sex offender database, alerts campus administrators if a match is found, and if no match is found, will print a visitor badge that includes a photo. It will allow school sites and facilities to track daily visitor traffic, monitor volunteer hours, and process volunteers; thus providing enhanced protection for our students and staff.

Anaheim Union High School District (AUHSD) has completed a pilot using the visitor management system at South Junior High School, the District Office, and the volunteer management system with our Human Resources Department. The outcome of the pilot has been a more efficient tracking and check-in process for visitors, increased perception of safety from families as our feeder districts already have visitor management systems in place, and a more efficient process for vetting volunteers. The overall goal is to better control access to AUHSD by providing a consistent system to track visitors and track and process volunteers while at the same time denying access to people who present a danger to students and staff members.

#### Current Consideration:

Raptor Technologies, LLC shall provide online access to each of our school sites and the District office. The first year will include hardware, provisioning, badges, and the annual software access fee. There will be an annual software access fee each year thereafter. Services will be provided through June 30, 2020, and for up to a total of five years, renewable annually by the District's director of Purchasing and Central Services.

Budget Implication:

The initial cost is \$32,000 and an annual software access fee of \$10,800 per year. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement with Raptor Technologies, LLC for the purchase of the Raptor system, including software, hardware, services and related items.

## **EDUCATIONAL SERVICES**

11.5 This item was moved forward and place after item 11.2.

11.6 **Educational Consulting Agreement, Brazer Education Consulting LLC**

Background Information:

Brazer Education Consulting LLC provides professional learning for teachers and administrators on student engagement strategies, as well as best practices for using TeachFX as a tool for instructional practices and teacher collaboration. TeachFX is an app that has helped hundreds of schools increase their student engagement by visualizing for teachers what portions of the class are teacher talk versus student talk. The idea is to give teachers a useful barometer of student engagement that can be checked every day. In addition, TeachFX promotes meaningful and equitable classroom dialogue through professional learning that is data-driven, job-embedded, and teacher-led.

Current Consideration:

The District's Local Control and Accountability Plan (LCAP) has identified English learners (EL) as a high priority subgroup. Additionally, the District has established an EL Task Force that has identified specific recommendations to be implemented Districtwide. One of the EL Task Force recommendations is that students speak 30 percent of the time during a class period. Research shows that the more students speak in class, the more they learn, and the better they perform academically. Brazer Education Consulting LLC will provide twelve professional learning workshops to the District on student engagement and peer to peer coaching. Services will be provided August 20, 2019, through December 9, 2019.

Budget Implication:

The cost for services is not to exceed \$36,000. (LCFF Funds)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

11.7 **Educational Consulting Agreement, Next Gen Science Innovations II**

Background Information:

Next Gen Science Innovations II provides professional learning aimed at a variety of topics ranging from implementation of the science standards to developing standards-based grading. Their staff includes current and former classroom educators who serve on the reading committee for the California Next Generation Science Standards framework and serve on the board of the California Institute for Biodiversity.

Current Consideration:

Next Gen Science Innovations II will provide one full-day of professional learning around standards-based grading, including the development of standards, logistics of grading, and assessments. Services will be provided August 16, 2019.

Budget Implication:

The total cost is not to exceed \$4,000. (LCFF Funds)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

11.8 **Educational Consulting Agreement, Houghton Mifflin Harcourt Publishing Company, St. Irenaeus Parish School**

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. Title II of the Elementary and Secondary Education Act (ESEA) is intended to prepare, train, as well as recruit high quality teachers and principals. The District has long partnered with St. Irenaeus Parish School to provide services to their students and staff.

Current Consideration:

Houghton Mifflin Harcourt Publishing company will provide math training to St. Irenaeus Parish School staff. These services will assist St. Irenaeus Parish School in the further preparation and training of teachers to improve academic achievement. Services will be provided September 1, 2019, through October 1, 2019.

Budget Implication:

The total cost is not to exceed \$2,500. (Title II Funds)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Houghton Mifflin Harcourt Publishing Company.

11.9 **Letter of Agreement, Challenge Success**

Background Information:

Challenge Success is a nonprofit, research-based school reform organization affiliated with the Stanford Graduate School of Education. Founded by Dr. Denise Pope, Dr. Madeline Levine, and Jim Lodbell, the mission of Challenge Success is to partner with schools, families, and communities to embrace a broad definition of success and to implement research-based strategies that promote student well-being and engagement with learning.

Current Consideration:

Challenge Success will partner with Oxford Academy to help them redefine student success in a high pressure environment. Through a rigorous coaching model, this process will require an Oxford Academy team comprised of parents, students, as well as staff to develop systems and processes to challenge the definition of success. The team will be tasked to evaluate things like homework load, student support services, and parent programs. Outcomes will include a cohesive, systemic plan for student well-being. Services will be provided August 16, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$10,000. (Special Project Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the letter of agreement.

11.10 **Nonpublic, Nonsectarian School/Agency Services Master Contract**

Background Information:

The District provides federally mandated services to students through the Individualized Education Program (IEP) process. The District has a wide continuum of educational placements within the District. At times, a student's needs are such that the District cannot meet the student's needs with existing District programs. Although the District strives to curtail placements outside of the District, at times, the District places students in certified non-public schools (NPS) or certified residential treatment centers (RTC), and/or obtain services from a certified non-public agencies (NPA). The Individuals with Disabilities Education Act (IDEA) creates a full continuum of placement options that include such restrictive placements. Annually, the Orange County Department of Education negotiates rate structures with NPA and NPS that are located both inside and outside of California. The master contract outlines the legal responsibilities of each party. Only one master contract is necessary for each NPA or NPS. The District enters an individual services agreement with the NPA, NPS, or RTC that identifies the placement and services that a student will receive.

Current Consideration:

It was requested that the Master Contract be approved to be used for any student requiring NPA, NPS, or RTC. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees reviewed and ratified the master contract.

11.11 **Whitaker Peace & Development Initiative (WPDI)**

Background Information:

Whitaker Peace & Development Initiative (WPDI) is a nonprofit organization founded by Forest Whitaker to support his humanitarian work aimed at helping societies transform into safer and more productive communities. WPDI firmly believes in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social, as well as emotional learning of students. WPDI gives junior high school students and educators the skills they need to be able to identify conflict in their lives and respond in a positive way.

Current Consideration:

WPDI will deliver a three-day trainer of trainers summer workshop at Ball Junior High School for all site-level staff, as well as monthly professional development trainings for teachers and peer mediation training for students. The peer mediation training will entail a 12-hour initial training for students and counselors, as well as two hours of monthly training. WPDI will provide the educational materials needed to conduct these sessions. Services are being provided between July 1, 2019, through June 30, 2022.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the initiative.

**11.12 School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

11.12.1 Computational Modeling Club, Oxford Academy

11.12.2 OA Magic Club, Oxford Academy

11.12.3 Speech Tank, Oxford Academy

Budget Implication:

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

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

**HUMAN RESOURCES**

**11.13 Revised Board Policy 6417.02, Classified Employee, Progressive Discipline, First Reading**

Background Information:

Board Policy 6417.02, Classified Employee Progressive Discipline, provides information regarding corrective discipline as it pertains to classified employees. The policy was last revised in 1995.

Current Consideration:

The Board of Trustees was requested to review the first reading of revised Board Policy 6417.02, Classified Employees, Progressive Discipline. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 6417.02, Classified Employee, Progressive Discipline.

11.14 **Revised Board Policy 91200; 91200-R, Uniform Complaint Procedures, First Reading**

**Background Information:**

Board Policy 91200; 91200-R, Uniform Complaint Procedures, provides the procedure for students, parents/guardians, and District employees to make complaints alleging failure to comply with applicable state, as well as federal laws and regulations, and/or alleging discrimination. The policy was last revised in 2018.

**Current Consideration:**

The Board of Trustees was requested to review the first reading of revised Board Policy 91200; 91200-R, Uniform Complaint Procedures. The revised policy includes new language to ensure compliance.

**Budget Implication:**

There is no impact to the budget.

**Action:**

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 91200; 91200-R, Uniform Complaint Procedures.

11.15 **Revised Board Policy 6201; 6201-R, Equal Opportunity-Employment, First Reading**

**Background Information:**

Board Policy 6201; 6201-R, Equal Opportunity-Employment, provides information regarding equal employment opportunities, as well as the complaint procedure and remedies. The policy was last revised in 2004.

**Current Consideration:**

The Board of Trustees was requested to review the first reading of revised Board Policy 6201; 6201-R, Equal Opportunity-Employment. The revised policy includes new language to ensure compliance.

**Budget Implication:**

There is no impact to the budget.

**Action:**

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 6201; 6201-R, Equal Opportunity-Employment.

11.16 **Substitute Teacher Pay Increase**

**Background Information:**

The state of California is currently experiencing a shortage in the number of substitute teachers available to cover teacher absences. Over the past two years, there have been an abnormal number of unfilled assignments that have resulted in an adverse impact on the school sites. To remedy the situation, school sites have payed classroom teachers to work during their conference periods at the hourly teacher rate to fill the assignments. This has resulted in increased expenditures and stress.



Current Consideration:

The current daily sub rates for substitute teachers in our District are: \$140 for day-to-day substitutes on Mondays and Fridays, \$125 on Tuesdays, Wednesdays, and Thursdays, and \$155 for substitutes serving in a long-term position on Mondays and Fridays and \$140 on Tuesdays, Wednesdays, and Thursdays. The proposal is to increase the daily rate of pay for day-to-day substitutes to \$140 per day, and to increase the daily rate of pay for long-term substitutes to \$155 per day. The proposed rate will be effective August 5, 2019.

Budget Implication:

Based on the average costs of substitute teachers for the past two years, the total increase of the sub rate, plus benefits in the 2019-20 year would be \$227,121. However, it is expected that considering the reduced amount of extra teacher pay used to fill the unfilled assignments, this number would be reduced significantly.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the increase of the substitute teacher pay.

11.17 **Amendment, 2018-19 Collective Bargaining Agreement with ASTA**

Background Information:

The District and the Anaheim Secondary Teachers Association (ASTA) have a two-year agreement for the 2018-19 and 2019-20 years, which was approved by the Board of Trustees on March 5, 2019.

Current Consideration:

This amendment updates Appendix E–Formal Observation Form of the ASTA agreement. The proposed language changes align the listed standards with the California Standards for the Teaching Profession (CSTP).

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the amended 2018-19 collective bargaining agreement with ASTA.

12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.12, Exhibit Y, and 12.13 pulled by Trustee O’Neal.

**BUSINESS SERVICES**

12.1 **Agreement, School Services of California, Inc.**

Background Information:

School Services of California, Inc. is one of the most highly regarded school financial consultants in the state. The firm provides assistance regarding school finance, legislation, budgeting, and other general fiscal issues by providing their clients with continuous legislative updates, as well as pertinent financial information. The District has been a client for over 25 years.

Current Consideration:

The District benefits from and uses information and services regarding school finance, legislation, budgeting, and general fiscal matters. Services will be provided September 1, 2019, through August 31, 2020. Services include 12 hours of direct consulting service.

Budget Implication:

The total cost is not to exceed \$3,900, plus expenses. (General Funds)

Action:

The Board of Trustees approved the agreement with School Services of California, Inc.

12.2 **Award of Bids, Food Service**

Background Information:

There are food service related items that the District anticipates it will need during the school year; such items include produce, which includes fresh fruits and vegetables, processed commodity goods, frozen fruit juice, as well as other related items.

Current Consideration:

The bids will establish discounted pricing and fulfill federal, state, and local bidding requirements. The amounts shown below are best annual estimates and actual amounts expended could be higher or lower based on actual usage and market conditions. The following bids are from the lowest, most responsible, and responsive bidder.

The Board of Trustees was requested to award the following bids.

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-04	Frozen Food, Refrigerated Food, Dry Goods, Produce, Processed Commodity, and Related Services	Gold Star Foods, Inc.	\$925,000/yr.
2020-05	Frozen Fruit Juice Products	Berkeley Street Beverage Co, Inc.	\$100,000/yr.

Budget Implication:

The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (Cafeteria Funds)

Action:

The Board of Trustees awarded the bids, pursuant to Public Contract Code 20111, for the purchase of various food service items from the listed supplier for up to three years, renewable annually by the District’s director of Purchasing and Central Services.

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

Background Information:

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

utilizing an existing bid of another public entity, which is commonly known as piggybacking.

Current Consideration:

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

Downey Unified School District bid and agreement 18.19-01, awarded to Domino's Pizza for the purchase and delivery of pre-made pizza through June 30, 2020, with the option to extend for up to one additional year. Pre-made pizza meets the requirements of the National School Lunch Program and will be served in elementary and secondary schools. The use of this bid is not exclusive, and the District can purchase similar products from other suppliers as needed.

Budget Implication:

This agreement allows the Food Services Department to take advantage of the lower costs and services afforded to other districts. The anticipated expenditure for the procurement of these products will be approximately \$250,000 annually. Actual amounts may be more or less based on usage. (Cafeteria Funds)

Action:

The Board of Trustees approved the use of the piggyback bid as listed above with Domino's Pizza pursuant to PCC 20118 through June 30, 2020, including extensions of the agreement.

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

Background Information:

At the June 16, 2016, Board meeting, the Trustees approved for transportation staff to apply for grant funding from the South Coast Air Quality Management District (SCAQMD) for 26 new alternative fuel/electric buses, which will replace aging diesel buses. The SCAQMD awarded the District 15 new buses. At its July 12, 2019, Board meeting, the SCAQMD board awarded the District an amended amount up to \$6,000,000 for the purchase of new Compressed Natural Gas (CNG) and/or electric buses. The original amount awarded in May 2018 was \$1,957,500, which included \$5,000 per bus for infrastructure for recharging/refueling buses, and \$4,500 per bus for a fire suppression system.

Current Consideration:

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

Staff has determined that the South County Support Services Agencies Bid No. 14005 to Creative Bus Sales, Inc. is the best value for the acquisition of 7 electric buses, and Waterford Unified School District's Bid No. 01/17 "School Buses" to AZ Bus Sales is the best value for the acquisition of 8 CNG 81 passenger buses.

Budget Implication:

The impact to the budget will depend on optional items added to each bus. The total cost shall not exceed \$580,000. (Transportation Funds)

Action:

The Board of Trustees approved the purchase of 7 buses from Creative Bus Sales, Inc., and 8 buses from AZ Bus Sales pursuant to Public Contract Code (PCC) 20118.

12.5 **Piggyback Contract for Microsoft Software, Softchoice Corporation**

Background Information:

Currently, the District needs to renew its Microsoft Campus agreement for all Microsoft related products and services. This agreement has enabled the District to take advantage of the latest Microsoft Windows, Microsoft Office, and Microsoft's enterprise client access licensing. The agreement has also been a cost effective way to implement Microsoft's enterprise systems Districtwide.

Current Consideration:

California Educational Technology Professionals Association (CETPA) has a procurement vehicle intended for use by all K-12 school districts in the state of California called the California Microsoft Strategic Alliance (CAMSA) program. The program provides districts aggressive pricing opportunities through economies of scale purchasing power at Microsoft's Level "C" pricing range—a level that requires a minimum 10,000 full-time equivalent employees (FTE). This is a California statewide purchasing contract to utilize Microsoft products and service, through a formal bid developed by the Kings County Office of Education for the Educational Enrollment Solution (EES) program. The bid was awarded to the reseller Softchoice Corporation as the fulfillment provider. Pursuant to Public Contract Code Section 20118, the District has chosen to piggyback on Kings County Office of Education's proposal project number 061119, for all of its Microsoft product requirements. The term of the agreement will be for 36 months, and will secure our pricing for this period.

There is also an additional provision through the contract that permits the District to enroll in the Microsoft Student Advantage Program. This program allows all Anaheim Union High School District students the rights to five copies of Office 365 ProPlus at no cost. Enrolled students will be able to download this software for home use on a PC and Mac. With Office 365 ProPlus, students will have access to the latest versions of Microsoft Word, Excel, PowerPoint, OneNote, and 1 Terabyte of OneDrive cloud storage.

Budget Implication:

The total cost is not to exceed \$138,600 per fiscal year. (General Funds)

Action:

The Board of Trustees approved the use of a piggybackable contract for the purchase of Microsoft products including software, applications, licenses, and related, to Softchoice Corporation, pursuant to the provisions of Public Contract Code Sections 20118, utilizing King County Office of Education's proposal project number 061119, including the Reseller Agreement signed July 31, 2019.

12.6 **Transportation Agreement, Seabeyond Edu, Inc.**

Background Information:

The Board of Trustees has in past years approved the agreements to provide transportation services to the City of Cypress (Parks and Recreation), Cornelia Connelly School, GOALS Academy, Greater Anaheim SELPA, Knott Avenue Christian Church, North Orange County Regional Occupation Program, Samueli Academy, Servite High School, St. Thomas Aquinas College, TGR Learning Lab, Youth Leadership America, and Zion Lutheran Church.

Current Consideration:

When the agreements went to the Board of Trustees for approval at the June 20, 2019 meeting, Seabeyond Edu, Inc. was inadvertently left off the agenda item. It is in the best interest of the District to ratify the transportation agreement for this group. The agreement is in effect July 1, 2019, through June 30, 2020.

Budget Implication:

The transportation agreements provide for a net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Action:

The Board of Trustees ratified the agreement for Seabeyond Edu, Inc.

**12.7 Ratification of Change Orders**

The Board of Trustees was requested to ratify the change orders as listed.

Bid #2019-37	P.O. #M64A0347
Classroom Repairs-Painting (Maintenance Funds)	
GDL Best Contractors, Inc.	
Original Contract	\$71,500
Change Order #1	\$(6,500)
New Contract Value	\$65,000

Bid #2019-38	P.O. #M64A0352
Classroom Repairs-Abatement (Maintenance Funds)	
Environmental Remediation Contractors, Inc.	
Original Contract	\$89,300
Change Order #1	\$(10,000)
New Contract Value	\$79,300

Bid #2019-39	P.O. #M64A0348
Classroom Repairs-Polished Concrete (Maintenance Funds)	
GDL Best Contractors, Inc.	
Original Contract	\$89,000
Change Order #1	\$(12,800)
New Contract Value	\$76,200

Action:

The Board of Trustees ratified the change orders as listed.

**12.8 Notices of Completion**

The Board of Trustees was requested to approve the notices of completion as listed.

Bid #2019-37	P.O. #M64A0347
Classroom Repairs-Painting (Maintenance Funds)	
GDL Best Contractors, Inc.	
Original Contract	\$71,500
Contract Changes	\$(6,500)
Total Amount Paid	\$65,000

Bid #2019-38	P.O. #M64A0352
Classroom Repairs-Abatement (Maintenance Funds)	
Environmental Remediation Contractors, Inc.	
Original Contract	\$89,300
Contract Changes	\$(10,000)
Total Amount Paid	\$79,300

Bid #2019-39	P.O. #M64A0348
Classroom Repairs–Polished Concrete (Maintenance Funds)	
GDL Best Contractors, Inc.	
Original Contract	\$89,000
Contract Changes	\$(12,800)
Total Amount Paid	\$76,200

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bids 2019-37, 2019-38, and 2019-39 as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

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

12.11 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Jabbar and duly seconded, following discussion, the Board of Trustees ratified item 12.12, Exhibit Y, and 12.13 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O’Neal

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

Action:

The Board of Trustees ratified the reports July 1, 2019, through August 5, 2019.

12.13 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report July 1, 2019, through August 5, 2019.

12.14 **SUPPLEMENTAL INFORMATION**

12.14.1 ASB Fund, June 2019

12.14.2 Cafeteria Fund, May 2019

**EDUCATIONAL SERVICES**

12.15 **Comprehensive School Safety Plans**

Background Information:

California Education Code Sections 32281 and 32286 require each school to adopt a comprehensive school safety plan, to be reviewed and updated annually by March 1. To ensure compliance with this mandate, District schools must submit their safety plans to the Director, Student Support Services for approval following adoption. The plans may then be submitted to the Board of Trustees for review and approval.

Current Consideration:

Stakeholders at District school sites developed and adopted their safety plans in compliance with Education Code requirements and submitted them for approval. The plans, recently distributed to the Board and on file in Student Support Services, update the Board on the status of safety practices and plans in place for the 2019-20 year related to the safety of students, staff, and the public.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the school safety plans.

12.16 **Membership, Accrediting Commission for Schools, Western Association of Schools and Colleges (WASC)**

Background Information:

The accreditation process is managed by WASC, which is responsible for authorizing a school's certification. Accreditation is vital to a school's certification, as it is required for its courses and diplomas to be recognized by colleges and universities. Students of schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:

School districts are required to pay an annual WASC membership fee for all school sites seeking candidacy or accreditation. Each school site is granted a term of accreditation by WASC and must complete a WASC self-study review prior to the conclusion of their term of accreditation. Invoices for annual membership fees have been received for the following school sites for the period of August 16, 2019, through June 30, 2020.

Anaheim High School	Accreditation through 2021
Cypress High School	Accreditation through 2022
Gilbert High School	Accreditation through 2025
Katella High School	Accreditation through 2024
Kennedy High School	Accreditation through 2022
Loara High School	Accreditation through 2024
Magnolia High School	Accreditation through 2025
Oxford Academy	Accreditation through 2022
Polaris High School	Accreditation through 2021
Savanna High School	Accreditation through 2024
Western High School	Accreditation through 2024

Budget Implication:

The annual installment for the 2019-20 year is \$1,070 per school site. The annual installment for the 2018-19 year was \$1,020 per school site. (General Funds)

Action:

The Board of Trustees approved payment of the annual membership fees.

12.17 **Amendment, School Counseling Consulting Agreement, American School Counselor Association**

Background Information:

On January 17, 2019, the Board of Trustees approved the agreement with American School Counselor Association (ASCA), to provide training on the ASCA National Model, which reinforces how school counseling programs are an integral part of the students' daily educational environment and how school counselors are partners in student achievement.

Current Consideration:

The previously approved agreement stated that services were to be provided on March 27, 2019. However, there was a change in the date of the training to April 29, 2019. The date on the contract has been revised and an amendment is now presented for approval. All other terms remain intact. Services were provided on April 29, 2019.

Budget Implication:

Total costs for these services is not to exceed \$3,000. (Professional Development Funds)

Action:

The Board of Trustees amended the previously approved agreement.

12.18 **Agreement, Capturing Kids' Hearts, The Flippen Group**

Background Information:

Founded in 1990 by educator, psychotherapist, and New York Times® best-selling author, Flip Flippen, The Flippen Group has become one of the fastest growing professional development organizations in the world. They combine their passion for people with scientific research to build teams and individuals into models of achievement. Their research-based tools and processes combined with expert coaching and training have brought transformation to many of the most respected school districts, Fortune 500 companies, governments, sports teams, and nonprofit corporations in the world. Their mission: Building relationships and processes that bring out the best in people. Our District has worked with the Flippen Group for approximately three years now. In the course of



these sessions, we have seen a reduction in student discipline incidents, as well as an increase in positive student-staff relationships.

Current Consideration:

The Flippen group will provide a one-day Capturing Kids' Hearts Recharged session to staff at Ball Junior High School. The session will provide an opportunity for staff to revisit and reinforce the foundational skills learned in Capturing Kids' Hearts. The training was scheduled for August 6, 2019.

Budget Implication:

The total cost is not to exceed \$3,300. (Site Funds)

Action:

The Board of Trustees ratified the agreement.

12.19 **Agreement Renewal, Hayes Software Systems**

Background Information:

Hayes Software Systems offers web-based software for the real-time management of instructional materials/textbooks. The system interfaces with the student information system to automate the comparison of enrollment numbers to the number of textbooks on hand at each school, for each course that requires a textbook. The product will also refine the way textbooks are distributed to and collected from students, making it easier for teachers and support staff to collect fees for lost or damaged textbooks.

Current Consideration:

The District will contract with Hayes Software Systems to provide the District with a real-time, web-based instructional materials/textbook management system. Services will be provided October 1, 2019, through September 30, 2020.

Budget Implication:

The cost of Hayes Software Systems licensing renewal for one year is \$17,516.75. (LCFF Funds)

Action:

The Board of Trustees approved the agreement renewal with Hayes Software Systems.

12.20 **Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County (BBBSOC), Bigs with Badges**

Background Information:

During the 2014-15 year, the District, in partnership with the City of Anaheim's Mayor's office, developed Anaheim Innovative Mentoring Experience (AIME), a tiered mentorship program with selected high school students and local businesses. This tiered mentoring approach provides businesses with several options for mentoring District students. Big Brothers Big Sisters of Orange County (BBBSOC) partnership provides a tier three, one-on-one approach through their Bigs with Badges mentoring program.

Current Consideration:

The District will renew its partnership with Bigs with Badges, a Big Brothers Big Sisters Youth Mentoring Program, and will continue to connect high school students facing adversity with a positive role model at a local law enforcement agency. These one-to-one mentoring sessions will take place once a month at a partner high school. Through this positive

exposure to law enforcement, volunteers become a positive influence for youth at a turning point in their high school careers. Services will be provided August 16, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

12.21 **Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County (BBBSOC), Workplace Mentoring**

Background Information:

During the 2014-15 year, the District, in partnership with the City of Anaheim's Mayor's office, developed Anaheim Innovative Mentoring Experience (AIME), a tiered mentorship program with selected high school students and local businesses. This tiered mentoring approach provides businesses with several options for mentoring District students. Big Brothers Big Sisters of Orange County (BBBSOC) partnership provides a tier-three, one-on-one approach through their Anaheim Beyond School Walls Mentoring Program.

Current Consideration:

The District will renew its partnership with BBBSOC to assist in the implementation of the tiered AIME mentoring program. BBBSOC has extensive experience pairing youth with adult mentors. They have a mentoring screening, selection, and training process, as well as mentoring curriculum and activities. Services will be provided August 16, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

12.22 **Agreement, Orange County Department of Education, School-based Medi-Cal Administrative Activities (SMAA)**

Background Information:

The goal of School-based Medi-Cal Administrative Activities (SMAA) is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and families, where appropriate. The District is reimbursed for providing some Medi-Cal eligible services to Medi-Cal eligible students. To receive reimbursement for these services, the California Welfare and Institution Code Section 14132.47(c)(1) requires that the Department of Health Services enter an agreement with the Local Educational Consortium to administer the program. The Orange County Department of Education serves as the Local Educational Consortium on behalf of all Orange County school districts.

Current Consideration:

The SMAA Participation Agreement effectuates reimbursement to local education agencies for Medi-Cal eligible services. The Orange County Department of Education will administer the SMAA program for our District. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

The District will pay the Orange County Superintendent of Schools a fee not to exceed a five percent quarterly claim of the state participation fee. (Medi-Cal Funds)

Action:

The Board of Trustees ratified the agreement.

12.23 **Secondary District Plan and Application for Work Experience Education Program**

Background Information:

The Secondary District Plan and Application for Work Experience Education Program must be updated and approved by the Board of Trustees every three years. The application and plan includes the Work Experience Education course description and course outline, work training agreement, procedures for granting academic credit in Work Experience Education, and the Work Experience Education job description. The plan includes the opportunity for students to participate in Exploratory Work Experience Education, General Work Experience Education, and Career Technical Work Experience Education. Exploratory Work Experience Education provides career guidance through non-paid observations and experiences at work sites. General Work Experience Education provides students with occupational skills through a combination of supervised paid employment in any occupational field and related classroom instruction in Work Experience Education. Career Technical Work Experience Education is designed to reinforce and extend learning for students through a combination of classroom instruction in Work Experience Education and supervised paid employment in the occupation for which their Career Technical Education pathway in school prepares them.

Current Consideration:

Approval of the Secondary District Plan and Application for Work Experience Education Program will allow the District to continue to offer the Work Experience course, where students learn and reflect on critical employability skills and apply them in the workplace at their own jobs outside of school hours. This course provides key opportunities to reflect on how the 5Cs (Character and Compassion, Collaboration, Communication, Creativity, and Critical Thinking) are applied in the workplace and prepares students for career success.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the Secondary District Plan and Application for Work Experience Education Program.

12.24 **Agreement, Rosetta Stone**

Background Information:

Twenty percent of the District State population is composed of English Learners. It has over 250 newcomer students (students who have been in the country 12 months or less). In order to provide greater support to the newcomers students, the District provides a license to each one for home and school use. This will be the fourth year with Rosetta Stone.

Current Consideration:

Rosetta Stone offers online access to an e-Learning solution designed for beginner to intermediate English Learner students to build fundamental language skills. Their structure engages students by developing skills through a predefined sequence and method using

sounds, images, and text to help students acquire English. This multiple year service will be provided starting September 20, 2019, through September 20, 2021.

Budget Implication:

The total cost for these services is not to exceed \$57,420. (Title III Funds)

Action:

The Board of Trustees approved the agreement.

12.25 **Contract, Independent Transition Assessment, Gwennyth Palafox, Ph.D., Meaningful Growth**

Background Information:

The District employs psychologists, speech-language pathologists, teachers, as well as other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate. Districts also can come to an agreement during Due Process to fund an independent evaluation in order to resolve a Due Process filing.

Current Consideration:

During the mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent transition evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost for these services is not to exceed \$5,500. (Special Education Funds)

Action:

The Board of Trustees approved the contract.

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

Background Information:

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

Current consideration:

Due to the unique nature of providing direct mental health services, the District intends to continue to use the expertise of OCHCA to provide mental health services for the 2019-20 year. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

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

Action:

The Board of Trustees ratified the agreement.

12.27 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), ABC Unified School District**

Background Information:

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

Current Consideration:

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

Budget Implication:

ABCUSD will fund these services per billing agreement between the District and ABCUSD.

Action:

The Board of Trustees ratified the MOU.

12.28 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in English. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, August 16, 2019, through September 12, 2019.

Action:

The Board of Trustees approved the display.

12.29 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

## HUMAN RESOURCES

### 12.30 **Wellness Program Consulting Agreement, Tamara Colón**

#### Background Information:

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

#### Current Consideration:

Tamara Colón is a trained and certified yoga instructor trained in several styles of yoga. She will provide yoga classes to District employees during the 2019-20 year. Services will be provided August 19, 2019, through May 14, 2020.

#### Budget Implication:

The total cost is not to exceed \$5,250. (Wellness Funds)

#### Action:

The Board of Trustees approved the agreement.

### 12.31 **Wellness Program Consulting Agreement, Naomi Machado**

#### Background Information:

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

#### Current Consideration:

Naomy Machado is a trained and certified Zumba instructor. She will provide Zumba classes to District employees during the 2019-20 year. Services will be provided August 20, 2019, through May 12, 2020.

#### Budget Implication:

The total cost is not to exceed \$4,760. (Wellness Funds)

#### Action:

The Board of Trustees approved the agreement.

### 12.32 **Certificated Personnel Report**

#### Action:

The Board of Trustees approved/ratified the report as submitted.

### 12.33 **Classified Personnel Report**

#### Action:

The Board of Trustees approved/ratified the report as submitted.

## SUPERINTENDENT'S OFFICE

### 12.34 Board of Trustees' Meeting Minutes

12.34.1 June 20, 2019, Regular Meeting

12.34.2 July 11, 2019, Regular Meeting

#### Action:

The Board of Trustees approved the minutes as submitted.

## 13. SUPERINTENDENT AND STAFF REPORT

Dr. Fried shared that he and Mr. Colon, collectively, visited all the school sites on the first day of schools. Parents, staff, and students seemed excited for this year.

Dr. Root invited the Board to attend the Facilities Walks taking place on August 16, 2019.

## 14. BOARD OF TRUSTEES' REPORT

Trustee Jabbar congratulated all school sites on their first day of school. He mentioned he visited Anaheim High School, attended the NOCROP In-service, Anaheim LULAC ceremony, and Sycamore Junior High School parent information night, as well as thanked ICNA Relief for the community backpack giveaway.

Trustee Piercy said she attended a Sister City event and the Leadership Advance.

Trustee Smith had no report.

Trustee Randle-Trejo reported she attended an ROP Board meeting, NOCROP In-service, Leadership Advance, AIME Closing Celebration, Back-to-School Outreach event, Personnel Commission meeting, Anaheim Elementary School District Board meeting, as well as visited Anaheim High School and Oxford Academy.

Trustee O'Neal stated he attended AIME Closing Celebration, Sister City event, Leadership Advance, Principals' meeting, as well as visited every school site on the first day of school.

## 15. ADVANCE PLANNING

### 15.1 Future Meeting Dates

The next regular meeting of the Board of Trustees will be held on Thursday, September 12, 2019, at 6:00 p.m.

Thursday, October 10

Tuesday, November 5

Thursday, December 12

### 15.2 Suggested Agenda Items

There were no suggested agenda items.

## 16. ADJOURNMENT

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:13 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees



**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

**BOARD OF TRUSTEES**

**Minutes**

**Thursday, September 12, 2019**

**UNADOPTED**

**1. CALL TO ORDER–ROLL CALL**

Board President O’Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:15 p.m.

Present: Brian O’Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; Anna L. Piercy and Al Jabbar, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

**2. ADOPTION OF AGENDA**

Staff requested the following amendment to the agenda:

- Pull item 10.13 on page 11 of the agenda

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda.

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

There were no requests to speak.

**4. CLOSED SESSION**

The Board of Trustees entered closed session at 3:15 p.m.

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

**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:05 p.m.

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

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

**5.3 Closed Session Report**

Board Clerk Randle-Trejo reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

- 5.3.2 No reportable action taken regarding anticipated litigation.
- 5.3.3 The Board of Trustees took formal action, with a 3-2 vote, Trustees Smith and Jabbar voting no, to approve the settlement agreement in Orange County Superior Court Case No. 30-2017-00929898, ending the litigation, waiving an appeal, and reimbursing plaintiff's attorney's fees.
- 5.3.4 No reportable action taken regarding negotiations.
- 5.3.5 No reportable action taken regarding anticipated litigation.
- 5.3.6 No reportable action taken regarding negotiations.
- 5.3.7 No reportable action taken regarding personnel.
- 5.3.8 The Board of Trustees took formal action, with a 4-0 vote, Trustee Piercy exited the room and did not participate in the vote, to suspend, without pay for 3 days, employee HR 2019-20-03.
- 5.3.9 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019080580, resolving all issues in student's due process complaint by providing services in lieu of an IEP for two years and providing \$6,500 in other reimbursements.

## 6. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees' President O'Neal introduced Cory Kretz, APGA co-president, and Hilda Vazquez, ALTA president.

## 7. **REPORTS**

### 7.1 **Principals' Report**

Robert Saldivar, Anaheim High School principal, and Gary Brown, Sycamore Junior High School principal, presented how Unlimited You opportunities are being created at their school sites.

### 7.2 **Reports of Associations**

Grant Schuster, ASTA president, spoke on school sites visits at Dale and South junior high schools, as well as Katella and Kennedy high schools. Mr. Schuster reported that he noticed a positive attitude from students and teachers, as well as excitement for new facilities. In addition, he thanked the Insurance Committee, Student Discipline Committee, and the Human Resource Department for all their hard work.

Cory Kretz, APGA co-president, introduced Amy Cuellar, Anaheim High School lead counselor to give a brief update.

Amy Cuellar, Anaheim High School lead counselor, gave an update on the graduation rate increase, A-G completion, college and financial application assistance, as well CTE pathways.

Hilda Vazquez, ALTA president, spoke about the strong parent presence at Back-to-School nights, coffee with the principals, and other District related events. Additionally, she congratulated Dr. Bryant and District staff for the CSBA Golden Bell nominations.

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

There was no report.

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

- 8.1 Socorro Chacon and Melissa Morales, Social Model Recovery Systems, spoke about the services offered by the nonprofit, as well as invited the Board and school counselors to the California Community Opioid Conference taking place November 21, 2019, at the Anaheim Convention Center.
- 8.2 Keith Allen, motivational speaker, spoke regarding the opportunity to speak at school assemblies in the District.
- 8.3 Jannelle Welker, representative for Orange County Supervisor Doug Chaffee's office, provided information regarding the Future Leaders Program. Additionally, she invited those in attendance to participate in the Kindness Awards and the pet adoption event sponsored by Supervisor Chaffee's office.

9. **PRESENTATION**

9.1 **Introduction of the 2019-20 Student Representative to the Board of Trustees**

Background Information:

The position of student representative to the Board of Trustees was created along with the Student Ambassador Program 20 years ago. The student representative to the Board of Trustees represents the 30,000 students of AUHSD and reports on student activities throughout the District at all regular Board meetings.

Current Consideration:

Responsibilities of the student representative to the Board of Trustees includes the following.

- Leading monthly leadership meetings with student ambassadors at a District site.
- Creating reports from student ambassador findings to present to District leadership and to the Board of Trustees at regular Board meetings for greater awareness of activities, student achievement, etc.

Budget Implication:

The budget will be impacted for the cost of the student uniform and name badge, for a total cost not to exceed \$200. (General Funds)

Action:

The Board of Trustees welcomed and confirmed Lara Elkatat, Oxford Academy, as the student representative to the Board of Trustees.

Student Board Representative, Lara Elkatat, gave a report regarding student events throughout the District.

9.2 **Introduction of the 2019-20 Student Ambassadors**

Background Information:

One of the unique programs that AUHSD offers to senior students is our Student Ambassador Program. It was an initiative of former AUHSD Superintendent Dr. Jan Billings and is fashioned after the Disneyland Resort's Ambassador Program. Each year, the program participants are fortunate to receive etiquette and business training. The role of the AUHSD Student Ambassador Program is to represent the District's 30,000 students in the community. They are the face of the District and represent AUHSD, not only at community and District events, but also share student input on various District committees.

Current Consideration:

The purpose of the Student Ambassador Program is to provide a "student voice" from each of our nine comprehensive high schools, as well as Gilbert High School, to the District Leadership Team and the Board of Trustees, which includes the following.

- Student leadership training
- Attend monthly meetings led by the student representative to the Board of Trustees
- The creation of an AUHSD Student Ambassador Handbook with a code of ethics
- Active participation on District and community committees
- The creation of student focus groups, such as Raising Student Voice and Participation (RSVP) led by the ambassador at each school site
- Community service project(s) led by the ambassadors
- Being visible and approachable to the students and staff on campus

Budget Implication:

The budget will be impacted for the cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed \$1,800. (General Funds)

Action:

The Board of Trustees welcomed and confirmed the following students to serve as AUHSD student ambassadors.

Hazel Fernandez  
Jessica Costescu  
Lisa Barreda Orozco  
Haven Enriquez  
Tiffany Nguyen

Anaheim High School  
Cypress High School  
Gilbert High School  
Katella High School  
Kennedy High School

Quynh Tran  
Sanaa Abdulkarim  
Brianna Ong  
Jack Fennell  
Bria Fielder

Loara High School  
Magnolia High School  
Oxford Academy  
Savanna High School  
Western High School

### 9.3 **Community Colloquium Consensus Report**

#### Background Information:

In April 2019, the Board received a presentation on plans for a community engagement process called a "Community Colloquium." The Colloquium was held on Saturday, August 17, 2019, at the Anaheim Convention Center. Over 300 guests attended the Colloquium to engage in a conversation about the conditions of the facilities in the District. After much discussion, a Consensus Report was prepared that summarizes the outcome of the conversation and provides recommendations. The Consensus Report in its final form was presented to attendees and vetted for consensus.

#### Current Consideration:

The Board received the Community Colloquium Consensus Report that includes a summary of what was discussed during the event and the resulting recommendations.

#### Budget Implication:

There is no impact to the budget.

#### Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board received the information.

### 9.4 **Measure H Bond Program Update**

#### Background Information:

Measure H was successfully approved by voters at the November 2014 election, authorizing \$249 million of bonds to help fund school facilities projects. There are authorized bonds remaining in the amount of \$102,545,000.

#### Current Consideration:

The Board received a presentation from the District's financial advisor, Government Financial Strategies, with an update on Measure H and discussion of issuing the remainder of bonds.

#### Budget Implication:

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

#### Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board of Trustees received the information.

## 10. **ITEMS OF BUSINESS**

### **RESOLUTIONS**

10.1 **Resolution No. 2019/20-B-02, Recalculation of the 2018-19 Appropriations Limit and Establishing the 2019-20 Estimated Appropriations Limit Calculations**

Background Information:

Proposition 4 (Gann Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a Gann Limit for the preceding and current fiscal years in accordance with the provision of the Gann Amendment and applicable statutory law.

Current Consideration:

The California Department of Education requested these forms in accordance with Government Code Section 7906(f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, and amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted Resolution No. 2019/20-B-02. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

10.2 **Resolution No. 2019/20-B-03, Adjustments to Income and Expenditures, General Fund; Resolution No. 2019/20-B-04, Adjustments to Income and Expenditures, Various Funds; and 2018-19 Unaudited Actual Financial Statements**

Background Information:

Each fiscal year, the District prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. In addition, as part of the year-end closing of the financial records, budget adjustments are made to income and expenditures.

Current Consideration:

The Unaudited Actual Financial report must be Board approved and filed with the state, pursuant to Education Code Section 42100. In addition, current budget adjustments to income and expenditures need to be authorized per Education Code Sections 42600-42601.

Budget Implication:

There is no impact to the budget.

Action:

1. On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-B-03, Adjustments to Income and Expenditures, General Fund, as well as Resolution No. 2019/20-B-04, Adjustments to Income and Expenditures, Various Funds. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

2. On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the 2018-19 Unaudited Actual Financial Statements.

10.3 **Resolution No. 2019/20-B-05, Request for Proposals for E-Rate Year 23 Telecommunications Equipment, Software, and Other Related Electronic Equipment, Apparatus, and Services**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and provides discounts to assist most schools and libraries in the United States to obtain affordable data services, equipment, software, and data access.

Current Consideration:

Approval of this item will enable the District to proceed with competitive request for proposals, under Public Contract Code (PCC) 20118.2 for telecommunications and data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; infrastructure equipment and services (collectively, "Telecommunications Equipment and Related Services"). PCC 20118.2 states, "Due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, data, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-B-05. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

10.4 **Public Hearing, Sufficiency of Textbooks and Instructional Materials**

Background Information:

In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three public places in the District, ten days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:

Notice of the public hearing was posted in three public places in the District, ten days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2019-20 year.

Budget Implication:

Textbooks and instructional materials are purchased as necessary to achieve compliance. (Lottery Funds)

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public with an opportunity to speak on the sufficiency of textbooks and instructional materials.

President O'Neal opened the public hearing at 8:24 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 8:24 p.m.

10.5 **Resolution No. 2019/20-E-02, Textbooks and Instructional Materials Compliance for 2019-20**

Background Information:

Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:

The Board of Trustees held its annual public hearing to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, world languages, as well as visual and performing arts. The Orange County Department of Education has verified that the District has met the Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:

Textbooks and instructional materials were purchased as necessary to achieve compliance. (Lottery Funds)

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-E-02. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

10.6 **Resolution No. 2019/20-E-03, National Hispanic Heritage Month**

Background Information:

National Hispanic Heritage Month celebrates the contributions of Hispanics to the United States and celebrates the group's heritage and culture.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2019/20-E-03 for National Hispanic Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the



many achievements and contributions made by Hispanics to our economic, cultural spiritual, and political development.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-E-03. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

10.7 **Resolution No. 2019/20-E-04, Attendance Awareness Month**

Background Information:

Attendance Awareness Month acknowledges that good attendance matters and is essential for student achievement and graduation. Attendance Awareness Month raises public responsiveness to the detrimental effects of chronic absenteeism, defined as missing 10 percent or more of school for any reason, including excused and unexcused absences, or just two or three days a month. Chronic absenteeism is significantly reduced, when schools, parents, and communities work together to monitor and promote good attendance, as well as address hurdles that keep children from getting to school.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2019/20-E-04, Attendance Awareness Month for the month of September. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to reduce chronic absenteeism, and give all students an equitable opportunity to thrive academically, emotionally, socially, as well as be college and career ready.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-E-04. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

10.8 **Resolution No. 2019/20-HR-01, Week of the School Administrator**

Background Information:

Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, district, and county levels. The second full week in the month of October of each year is designated as Week of the School Administrator.

Current Consideration:

The resolution, as prepared and presented, declares the week of October 13, 2019, through October 19, 2019, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-HR-01, Week of the School Administrator. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

## **BUSINESS SERVICES**

### 10.9 **Agreement, Government Financial Strategies, Inc. (GFS)**

Background Information:

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

Current Consideration:

The District wishes to continue its relationship with GFS, headed by President Lori Raineri, to provide financial advisory services to the District. The current scope of work provides financial advisory services in connection with the issuance of Measure H 2019 General Obligation Bonds (GO Bonds).

Budget Implication:

The scope of work that is in relationship to the issuance of Measure H 2019 GO Bonds provides a fixed fee not to exceed \$58,750, plus \$1,500 for expenses (mainly associated with printing and distribution of the preliminary and final official statements). (Measure H and General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

### 10.10 **Agreement, Titan School Solutions**

Background Information:

Titan School Solutions is a software company that offers school Food Service departments an inventory and purchasing program called Titan, which can be used to track, order, and transfer food and supplies, as well as manage United States Department of Agriculture (USDA) commodities.

Current Consideration:

The District reviewed proposals from three other vendors and found that the Titan program has the best solution that meets the District's Food Services requirements at the best value. The program provides Food Services with a software package that ensures food and supply inventory levels are monitored according to USDA regulations, while enhancing system functionality. The solution includes implementation, installation, project management,

training, hosting, and support services for the first year with a continuing annual subscription fee thereafter.

The agreement with Titan School Solutions will be for one year, with the option to renew for additional annual terms by the District's director of Purchasing and Central Services.

Budget Implication:

The initial cost for the first year of the program will be \$12,790. The annual subscription rate will be \$10,590 per year, for the next two years. Services will commence September 13, 2019, and will continue until the District discontinues services. (Cafeteria Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.11 **Rejection of Liability Claim**

Background Information:

The District received a liability claim that was filed on August 26, 2019, and identified as OLRA 19-12 (Tort 410).

Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees rejected liability claim OLRA 19-12 (Tort 410) as not a proper charge against the District, and authorized staff to send the notice of rejection.

**EDUCATIONAL SERVICES**

10.12 **Educational Consulting Agreement, Eiran Morgen, LMFT, Servite High School**

Background Information:

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

Current Consideration:

Eiran Morgen will provide mental health services and training to Servite High School staff and students. The services will assist Servite High School in the further improvement of school conditions for student learning and maintaining a safe and welcoming campus culture. Services will be provided September 22, 2019, through June 22, 2020.

Budget Implication:

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

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

10.13 This item was pulled prior to the adoption of the agenda.

10.14 **Agreement, Spico Solutions**

Background Information:

The District uses various tools to review computer network activity. The Education and Information Technology Department (EIT) recently reviewed tools to update log management and analysis for the District's infrastructure.

Current Consideration:

Spico Solutions is a Splunk reseller. EIT chose the Splunk to collect and index computer log data for a rolling, one-year retention period. The software will allow EIT to search and investigate network event information that includes, but is not limited to, login user name, time and date of login, IP address, error events, and security events. Replacing an existing tool will enable the EIT network team to better monitor network traffic through alerts, reports, and a visual dashboard.

Budget Implication:

The total cost is not to exceed \$9,000 per fiscal year, for fiscal years 2019-20 through 2021-22. (General Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.15 **Agreement, Orange County Department of Education, Diversity, Inclusion, and Racial Healing Ambassador (DIRHA) Program**

Background Information:

Diversity, Inclusion, and Racial Healing Ambassador (DIRHA) Program inspires youth to develop a refined sense and understanding of human resilience within and beyond high school campuses by promoting a deeper understanding of diversity, ethnicity, and culture. The program seeks to reduce stereotypes of race, ethnicity, sexual orientation, religion, and abilities through academic preparation, experiential learning, as well as leadership development. This program is a partnership between the University of California, Irvine (UCI), School of Social Science High School Diversity, Inclusion, and Racial Healing Ambassador (DIRHA) Program, as well as the Orange County Department of Education.

Current Consideration:

DIRHA is open to high school sophomores and juniors. Each school has a teacher who serves as an advisor and liaison for the program. Selected students and a teacher from each high school participated in five seminar courses at UCI led by UCI faculty, staff, and community leaders. UCI students served as mentors, working with high school students as they attended the seminars. The DIRHA participation agreement reimburses the District for transportation costs and stipends for schools that participate in the program. Cypress, Magnolia, and Savanna high schools participated in the program. Each school self-selected and volunteered to participate in the DIRHA program. Services are being provided October 20, 2018, through December 31, 2019.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement.

10.16 **Memorandum of Understanding (MOU), North Orange County Community College District (NOCCCD), Reimbursement for Costs Associated with Implementing the Community School Model at Sycamore Junior High School and Anaheim High School**

Background Information:

Since 2013-14, the District has been a member of the North Orange County Regional Consortium (NOCRC), which receives state funding through the California Adult Education Program (CAEP) grant. Furthermore, North Orange County Community College District (NOCCCD) is the fiscal agent for NOCRC. The purpose of the consortium is to evaluate existing adult education programs, identify needs, and develop plans to address those needs. Within the consortium, five work groups were created to develop strategies for implementation to improve educational outcomes for adult learners. One of the approved strategies, submitted by the Supporting Adults for Student Success (SASS) work group is to support the piloting of a community school model at Sycamore Junior High School and Anaheim High School by helping to fund the initial cost of staffing, supplies, equipment, and furniture, in way of reimbursement from NOCRC CAEP funds. In addition to funding the pilot of the community schools model, NOCRC/CAEP will support the District's 2<sup>nd</sup> annual parent leadership conference by providing \$10,000 for the conference costs.

Current Consideration:

Currently, the District is working to prepare both Sycamore Junior High School and Anaheim High School to begin a pilot for a community school model, in which the school would be the hub for the community to access basic services such as health, dental, legal, and social services, as well as other needed services identified by the school. NOCRC will reimburse the costs associated with the implementation of the community schools model. Services are being provided September 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget. NOCRC/CAEP reimbursement may not exceed the approved amount of \$265,439.45.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the MOU.

10.17 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 10.17.1 Katella Buddies, Katella High School
- 10.17.2 Choir, Kennedy High School
- 10.17.3 Drone Club, Magnolia High School
- 10.17.4 Big Brothers Big Sisters, Savanna High School
- 10.17.5 Mental Health Awareness Club (MHAC), Western High School
- 10.17.6 Western High School Crafts Club, Western High School
- 10.17.7 Brookhurst Dance Club, Brookhurst Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications.

## **HUMAN RESOURCES**

### 10.18 **Revised Board Policy 6306, Substitute Teacher Salary Schedule, First and Final Reading**

Background Information:

The state of California is currently experiencing a shortage in the number of substitute teachers available to cover teacher absences. Over the past two years, there have been an abnormal number of unfilled assignments that have resulted in an adverse impact on the school sites. To remedy the situation, school sites have paid classroom teachers to work during their conference periods at the hourly teacher rate to fill the assignments. This has resulted in increased expenditures and stress.

Current Consideration:

The Board of Trustees approved an increase to substitute teacher pay on August 15, 2019. Revised Board Policy 6306, Substitute Teacher Salary Schedule, reflects the previously approved rates of \$140 per day for day-to-day assignments, \$70 per day for half-day assignments, and \$155 per day for long-term assignments.

Budget Implication:

Substitute teacher rates are a budgeted annual expense. (General Funds)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved revised Board Policy 6306.

### 10.19 **Revised Board Policy 6417.02, Classified Employees, Progressive Discipline, Second Reading**

Background Information:

Board Policy 6417.02, Classified Employee Progressive Discipline, provides information regarding corrective discipline as it pertains to classified employees. The policy was last revised in 1995.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 6417.02, Classified Employees, Progressive Discipline. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved revised Board Policy 6417.02, Classified Employee, Progressive Discipline.

10.20 **Revised Board Policy 91200; 91200-R, Uniform Complaint Procedures, Second Reading**

Background Information:

Board Policy 91200; 91200-R, Uniform Complaint Procedures, provides the procedure for students, parents/guardians, and District employees to make complaints alleging failure to comply with applicable state, as well as federal laws and regulations, and/or alleging discrimination. The policy was last revised in 2018.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 91200; 91200-R, Uniform Complaint Procedures. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved revised Board Policy 91200; 91200-R, Uniform Complaint Procedures.

10.21 **Revised Board Policy 6201; 6201-R, Equal Opportunity-Employment, Second Reading**

Background Information:

Board Policy 6201; 6201-R, Equal Opportunity-Employment, provides information regarding equal employment opportunities, as well as the complaint procedure and remedies. The policy was last revised in 2004.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 6201; 6201-R, Equal Opportunity-Employment. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 6201; 6201-R, Equal Opportunity-Employment.

## 11. CONSENT CALENDAR

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.11, pulled by Trustees O'Neal and Piercy, as well as 11.12 pulled by Trustee O'Neal.

### BUSINESS SERVICES

#### 11.1 **Coalition for Adequate School Housing (CASH) Membership**

##### Background Information:

CASH was founded in 1978 as a response to diminished statewide resources for school facilities. CASH has over 1,200 members and is the preeminent statewide organization representing school facility professionals in both the public and private sector. CASH provides advocacy, leadership, development, educational opportunities, and resources within the school facilities arena. CASH advocacy ensures there are State funds to build new, renovate, and maintain K-12 schools. CASH is dedicated to making sure the students in California have access to quality, safe, and healthy environments that foster learning and success.

##### Current Consideration:

CASH membership benefits include the ability for facilities leadership to access a myriad of job specific resources, access to expert members and leadership on District specific issues, as well as discounted educational events.

##### Budget Implication:

The cost of membership for the 2019-20 year is \$952. This cost will be offset by the reduced cost to send staff to professional development. For the 2018-19 year, the Board approved the CASH membership at a cost of \$915. (General Funds)

##### Action:

The Board of Trustees approved the organizational membership to CASH.

#### 11.2 **Agreement Amendment, Fairbank, Maslin, Maullin, Metz and Associates**

##### Background Information:

On July 11, 2019, the Board of Trustees approved the use of Fairbank, Maslin, Maullin, Metz and Associates (FM3) to develop and conduct surveys with a sample of voters within the boundaries of the Anaheim Union High School District. This type of service is an integral and important part of the process and will assist in determining the voters' climate related to a general obligation bond measure.

##### Current Consideration:

A survey was prepared, administered, and analyzed to provide the District a report, in the form of an executive summary, for use at the District's Community Colloquium event held on August 17, 2019. A clearer view of the likelihood of a general bond passing, or not, was established and will be utilized by the Board of Trustees to assist in the consideration for a potential ballot measure.

The initial survey was going to reach 600 voters at 15 minutes per survey, which included 4 different languages, but to obtain a more accurate response, the survey was increased to 20 minutes. This allowed for the testing of more questions, increasing the validity and was in



line with the public opinion surveys conducted in 2014 for the Measure H general obligation bond.

Budget Implication:

The additional amount is \$1,312, for a total contact amount of \$38,850. (General Funds)

Action:

The Board of Trustees ratified the amendment agreement to Fairbank, Maslin, Maullin, Metz and Associates.

11.3 **Sale of Surplus Vehicle to Fullerton School District**

Background Information:

Education Code (EC) Section 17542 allows the governing board of any school district to sell personal property to the federal government or its agencies, the state, county, city, special district, or any other school district.

Current Consideration:

The District currently has an old 1986 Ford F350 truck (District vehicle 208) that it no longer uses, which needs repairs for it to be fully utilized to its potential. The Fullerton School District's Transportation Department has a need for the truck and will purchase it from the District for \$1,000.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees authorized staff to sell District vehicle 208 to Fullerton School District pursuant to EC 17542.

11.4 **Award of Bid for Gasoline**

Background Information:

The Anaheim Union High School District uses approximately 40,000 gallons of unleaded gasoline annually for fleet vehicles, which includes various cars and trucks. By combining the volume of other school districts on one bid, contractors can offer a lower unit cost than they could to a single district.

Current Consideration:

A bid was conducted by the Placentia-Yorba Linda Unified School District in cooperation with eleven other participating Orange County school districts: Anaheim Elementary School District, Anaheim Union High School District, Capistrano Unified School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Huntington Beach Union High School District, Irvine Unified School District, Newport-Mesa Unified School District, Orange Unified School District, Placentia-Yorba Linda Unified School District, and Westminster School District for the purchase of fuel. The formal bid process was followed per Public Contract Code (PCC) 20111 under Placentia-Yorba Linda Unified School District Bid No. 220-02. The lowest responsible and responsive bidder was Pinnacle Petroleum, Inc. for gasoline. By participating in this cooperative procurement process, we meet the requirements of PCC 20111 for formal bidding of this commodity. The contract period will be for three years commencing September 13, 2019. The amount shown below is the best estimate based on an average usage over the past three years.

Budget Implication:

The estimated annual expenditure will be approximately \$110,000, and could be higher or lower based on consumption and actual fuel costs. (General Funds)

Action:

The Board of Trustees approved the award of a contract for the above referenced gasoline bid to Pinnacle Petroleum, Inc. under Placentia-Yorba Linda Unified School District Bid No. 220-02 for a period of three years, commencing September 13, 2019.

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

Background Information:

At the June 16, 2016, Board meeting, the Trustees approved for transportation staff to apply for grant funding from the South Coast Air Quality Management District (SCAQMD) for 26 new alternative fuel/electric buses, which will replace the District's aging diesel buses. The SCAQMD awarded the District 15 new buses. At its July 12, 2019, Board meeting, the SCAQMD board awarded the District an amended amount up to \$6,000,000 for the purchase of new Compressed Natural Gas (CNG) and/or electric buses. The original amount awarded in May 2018 was \$1,957,500, which included \$5,000 per bus for infrastructure for recharging/refueling buses, and \$4,500 per bus for a fire suppression system.

Current Consideration:

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

Staff has determined that the Waterford Unified School District's Bid No. 01/17 "School Buses" to AZ Bus Sales is the best value for the acquisition of 10 CNG 78 passenger buses, and 5 CNG 42 passenger buses with wheelchair access and variable seating. All 15 buses will be equipped with air conditioning and interior camera surveillance systems. The large 78 passenger buses will have transmission retarders for coming down hills and mountains.

Budget Implication:

The impact to the budget will depend on optional items added to each bus. The total cost shall not exceed \$580,000. (General Funds)

Action:

The Board of Trustees approved the purchase of 15 buses from AZ Bus Sales pursuant to Public Contract Code (PCC) 20118.

11.6 **Ratification of Change Orders**

The Board of Trustees was requested to ratify the change orders as listed.

Bid #2019-32, Savanna High School	P.O. #M64A0340
Underground Utility Abatement Project (Measure H Funds)	
Karcher Environmental, Inc.	
Original Contract	\$138,250
Change Order #1	(\$50,000)
New Contract Value	\$88,250

Bid #2020-02, Oxford Academy	P.O. #N64A0119
Security Fencing (Measure H Funds)	
Econo Fence, Inc.	
Original Contract	\$73,455
Change Order #1	(\$10,000)
New Contract Value	\$63,455

Action:

The Board of Trustees ratified the change orders as listed.

11.7 **Notices of Completion**

The Board of Trustees was requested to approve the notices of completion as listed.

Bid #2019-32, Savanna High School	P.O. #M64A0340
Underground Utility Abatement Project (Measure H Funds)	
Karcher Environmental, Inc.	
Original Contract	\$138,250
Contract Changes	(\$50,000)
Total Amount Paid	\$88,250

Bid #2020-02, Oxford Academy	P.O. #N64A0119
Security Fencing (Measure H Funds)	
Econo Fence, Inc.	
Original Contract	\$73,455
Contract Changes	(\$10,000)
Total Amount Paid	\$63,455

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bids 2019-32 and 2020-02 as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

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

11.10 Donations

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees ratified items 11.11 and 11.12 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

11.11 Purchase Order Detail Report and Change Orders

Action:

The Board of Trustees ratified the reports August 6, 2019, through September 2, 2019.

11.12 Check Register/Warrants Report

Action:

The Board of Trustees ratified the report August 6, 2019, through September 2, 2019.

11.13 **SUPPLEMENTAL INFORMATION**

11.13.1 ASB Fund, July 2019

11.13.2 Cafeteria Fund, June 2019

11.13.3 Enrollment, Month 1

**EDUCATIONAL SERVICES**

11.14 Participation Agreement, Orange County Department of Education, Inside the Outdoors Field Program

Background Information:

The Orange County Department of Education (OCDE) offers a variety of programs through their Inside the Outdoors Department. The programs are a combination of in-classroom experiences, connecting students to the natural world through unforgettable hands-on experiences, as well as educational field trips.

Current Consideration:

Loara High School and Sycamore Junior High School are requesting to participate in the Inside the Outdoors program. Specifically, Sycamore Junior High School will participate in the Investigating Ecosystems and Traveling Scientist programs. Loara High School will participate in the Traveling Scientist program. Inside the Outdoors is partnering with The Ecology Center. The goal of this project is to empower, engage, and educate students, teachers, and the community on water issues, awareness, as well as conservation to create behavior change. This program is sponsored by the Municipal Water District of Orange County and is funded by local Orange County water agencies. Services are being provided September 1, 2019, through August 31, 2020.

Budget Implication:

There is no impact to the budget. Inside the Outdoors has secured a sponsor for the expense of the program.

Action:

The Board of Trustees ratified the agreement with the Orange County Department of Education.

11.15 **Amendment, Educational Consulting Agreement, Mikva Challenge Grant Foundation, Inc.**

Background Information:

On May 7, 2019, the Board of Trustees approved the agreement with Mikva Challenge Grant Foundation, Inc., to provide the District with curricula, professional development, and technical assistance, as well as coordination and facilitation for showcases of student voice and civic action projects.

Current Consideration:

The previously approved agenda item stated an amount not to exceed \$15,000. An additional \$5,000 is requested to cover the cost of books and materials, as well as digital licenses. All other terms of the agreement remain intact.

Budget Implication:

Costs for these services are not to exceed \$20,000. (LCFF Funds)

Action:

The Board of Trustees approved the amendment to the agreement.

11.16 **Agreement, Immediate Post-Concussion Assessment and Cognitive Testing (ImPACT)**

Background Information:

ImPACT is the most scientifically validated computerized neurocognitive test used by more than 7,400 high schools and 1,000 colleges and universities to help evaluate, as well as manage suspected concussions. Since 2006, over 7.5 million individuals have taken the ImPACT test. The test tracks students' symptoms and measures multiple aspects of cognitive functioning, including attention span, working memory, sustained and selective attention time, non-verbal problem solving, and reaction time.

Current Consideration:

ImPACT was previously used by Sports Concussion Institute, who conducted the District's baseline testing program. The District has hired athletic trainers who are qualified to conduct the ImPACT assessment directly. Through the use of ImPACT, athletic trainers will be able to effectively monitor students' post-concussion symptoms. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$11,250. (General Funds)

Action:

The Board of Trustees ratified the agreement.

11.17 **North Orange County Regional Consortium (NOCRC), California Adult Education Program (CAEP) Alternate and Designee Appointment**

**Background Information:**

The California Adult Education Program (CAEP) was previously referred to as the Adult Education Block Grant Assembly Bill (AB) 86. AB 86 called for the development of local regional consortia comprised of representatives from community college districts, K-12 districts, and other organizations that serve a role in adult education (each consortium was defined by the boundaries of a community college district). The purpose of the planning grant was to evaluate existing adult education programs, identify needs and gaps, as well as develop plans to address the identified needs and gaps.

The accompanying trailer bill, AB 104, includes language that identifies the program areas of adult education that can be funded through this allocation and the necessary decision making structure. Specifically, AB 104, Article 9, Section 84905(a) authorizes a community college district, school district, county office of education, or any joint powers authority to join the local adult education consortium as a member. Section 84905(c) states that a member of the consortium shall be represented only by an official designated by the governing board of the member; and Section 84905(d)(1) describes the decision making procedures, including a requirement that all members of the consortium shall participate in any decision made by the consortium, Section 84905(d)(1)(A).

**Current Consideration:**

The NOCRC includes, as equal members, the three entities of North Orange County Community College District (NOCCCD), Anaheim Union High School District (AUHSD), Fullerton Joint Union School District (FJUHSD), Los Alamitos School District (LASD), and Placentia-Yorba Linda Unified School District (PYLUSD). It is recommended that Carlos Hernandez, director of Curriculum and Instruction, be the designee for the District for the 2019-20 year and Araceli Chavez, Family and Community Engagement coordinator, be the alternate.

**Budget Implication:**

There is no impact to the budget.

**Action:**

The Board of Trustees approved Carlos Hernandez as the appointed AUHSD designee and Araceli Chavez as the District alternate designee for NOCRC.

11.18 **Memorandum of Understanding (MOU), Orange County Communities Organized for Responsible Development (OCCORD)**

**Background Information:**

Founded as a community-labor alliance in 2005, Orange County Communities Organized for Responsible Development (OCCORD) combines community organizing, civic participation, strategic research, and advocacy to engage residents, workers, and stakeholders in local government decisions that impact economic opportunity, community health, and overall quality of life.

**Current Consideration:**

Orange County Communities Organized for Responsible Development (OCCORD) wants to partner with the District to promote and increase United States citizenship amongst high school students. OCCORD received a grant from the Immigrant Legal Resource Center to implement the New Americans Campaign. The District will receive a \$2,000 sub grant from

OCCORD to develop a contest that promotes attaining citizenship. Students will be asked to illustrate the New American Campaign theme via essays, poetry, photography, art, or any other media. This contest will be open to Anaheim and Katella high schools. Each school will receive \$1,000 to implement the contest. Winners will be showcased at local libraries and other public agencies. Services will be provided September 13, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

11.19 **Educational Consulting Agreements, District Theatre and Dance Festival**

Background Information:

The District's Theatre and Dance Festival program was initiated in 2005, and it gives the District's theatre and dance students an annual opportunity to have their talents showcased at a Districtwide event. As part of the preparation for this event, students receive a college-level professional dance or theater experience, such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms. This year, the District Theatre and Dance Festival will consist of two all-day events. First, an all-day clinic will be held on September 21, 2019, followed by the performance event to be held on March 7, 2020.

Current Consideration:

Educational consulting agreements have been prepared, at an amount not to exceed \$200 for each, with the following theatre and dance clinicians: Scott Arroyo, Lindsay Brooks, Michael Buss, Danil Chernyy, Quintan Craig, Hector Guerrero, Donald Jackson, Karen O'Hanlon, Trisha Rapier, Ian Roettger, Lauren Santos, Robert Souders, Vicki Sundgren, Dylan Tarrant, Andrew Vaca, and Jessica Wolf. Services will be provided September 21, 2019, through March 7, 2020.

Budget Implication:

The costs for these services are not to exceed \$3,200. (Title IV VAPA Grant)

Action:

The Board of Trustees approved the educational consulting agreements.

11.20 **Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County and The Inland Empire (BBBSOC), High School Bigs**

Background Information:

During the 2014-15 year, the District, in partnership with the City of Anaheim's Mayor's office, developed Anaheim Innovative Mentoring Experience (AIME), a tiered mentorship program with selected high school students and local businesses. This tiered mentoring approach provides businesses with several options for mentoring District students. Big Brothers Big Sisters of Orange County (BBBSOC) partnership provides a one-on-one approach, leadership development for the mentors, and dual impact for both participants through their High School Bigs Mentoring Program.

Current Consideration:

The District was requested to approve its partnership with BBBSOC's High School Bigs Program to provide volunteer opportunities to students in the AUHSD partner school(s) including Anaheim, Cypress, Katella, Kennedy, Savanna, and Western high schools, as well as Oxford Academy. BBBSOC has extensive experience pairing elementary school youth with high school mentors. They have a mentoring screening, selection, and training process, as well as mentoring curriculum and activities. Services will be provided September 13, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

11.21 **Educational Consulting Agreement, Vital Link**

Background Information:

For the past 17 years, the District partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards. Kathy Johnson, executive director of Vital Link, coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; and Transportation. Vital Link also coordinated the interactive career exploration portion of the District's annual College and Career Fair.

Current Consideration:

Vital Link will continue its focus on the expansion of industry involvement on the advisory boards, and assist faculty in the development of ongoing industry and educational partnerships, as well as resources. In addition, Vital Link will continue to support the District with its implementation of OC Pathways, a consortium of Orange County secondary school districts, all nine community colleges, and the Orange County Department of Education, as well as Career Technical Education Orange County (CTEoc), which supports Orange County's implementation of Career and Technical Education. Vital Link will continue to assist in the coordination of the interactive career exploration portion of the District's annual College and Career Fair. Services will be provided September 13, 2019, through July 31, 2020.

Budget Implication:

The total costs for services is not to exceed \$26,425. (Perkins Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.22 **Memorandum of Understanding (MOU), Higher Ground Youth & Family Services**

Background Information:

Higher Ground Youth & Family Services is a nonprofit 501(c)(3). The mission of Higher Ground Youth & Family Services is to bring together youth and mentors. The vision is to expand purpose, possibilities, and hope, for at-risk youth and families. Their youth programs are all mentoring-based with a focus on Science, Technology, Engineering, Arts, and Mathematics (STEAM) classes, tutoring, sports, and educational field trips.



Current Consideration:

In order to combat the growing number of human trafficking incidents in Orange County, Higher Ground Youth & Family Services will present five lessons to District health science students. Human trafficking awareness topics will include healthy relationships, communication, conflict resolution, self-esteem, responsible social media use, and online safety. Services will be provided September 13, 2019, through September 13, 2020, and will automatically renew, unless either party provides notice to terminate services.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

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

Background Information:

NOCCCD has offered concurrent enrollment at all District high school schools since the fall of the 2017-18 year. Since then, NOCCCD and the District have entered into College and Career Access Pathways (CCAP) agreements for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students. The goal is to develop seamless pathways from high school to community college and beyond. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the college course is recorded on both the student's high school transcript and college transcript.

Current Consideration:

This updated CCAP agreement is a two-year term, offering Fall, Spring, and Summer sessions. NOCCCD, through Cypress College and Fullerton College, will offer dual enrollment courses at all District high schools. The colleges provide a college instructor for each course. The District provides the facility for each course and is responsible for the purchase of the instructional materials for each course. Services are being provided July 1, 2019, through June 30, 2021.

Budget Implication:

The District is responsible for the purchase of instructional materials, per course offered, which varies in price.

Action:

The Board of Trustees ratified the agreement.

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

Background Information:

NOCCCD has offered concurrent enrollment at all District high school schools since the fall of the 2017-18 year. Since then, NOCCCD and the District have entered into College and Career Access Pathways (CCAP) agreements for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college

and beyond. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the college course is recorded on both the student's high school transcript and college transcript.

Current Consideration:

This ratification is to adjust the 2018-19 CCAP agreement to include additional courses and the instructional materials associated with these courses. Services were provided August 17, 2018, through July 31, 2019.

Budget Implication:

The District is responsible for the purchase of instructional materials, per course offered, which varies in price.

Action:

The Board of Trustees ratified the agreement.

11.25 **Memorandum of Understanding (MOU), North Orange County Community College District (NOCCCD), Reimbursement for Babysitting**

Background Information:

Since 2013-14, the District has been a member of the North Orange County Regional Consortium (NOCRC). The purpose of the consortium is to evaluate existing adult education programs, identify needs, and develop plans to address those needs. Within the consortium, five workgroups were created to develop strategies for implementation to improve educational outcomes for adult learners. One of the approved strategies, submitted by the Supporting Adults for Student Success (SASS) workgroup is to reimburse participating school districts for the cost of babysitting for the Love and Logic parenting classes.

Current Consideration:

Currently, the Love and Logic classes are offered at the District office, as well as some school sites. Every school site in the District is eligible to apply for reimbursement of babysitting costs if funds are available. Services are being provided September 9, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the MOU.

11.26 **Agreement, Assistance League® of Anaheim (AL)**

Background Information:

The Assistance League of Anaheim is an all-volunteer, nonprofit organization that puts together philanthropic programs in Orange County. Member volunteers are dedicated to working with local schools and districts to support the basic needs of students.

Current Consideration:

The purpose of this MOU is to approve the Assistance League® of Anaheim to work with the District to support McKinney-Vento and Foster Youth with school uniforms, clothing, shoes, and other basic needs. Services will be provided September 13, 2019, through September 13, 2022, and will automatically renew, every year for a total of four renewals, unless either

party provides notice to terminate services. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

11.27 **Educational Consulting Agreement, Dr. Fernando Rodriguez-Valls**

Background Information:

The District currently serves over 600 English learners who have been enrolled in United States schools less than three years. In order to accelerate their English language acquisition, the District will pilot the Saturday Language Academy (SALA), an innovative, arts-based biliteracy enrichment program designed for newcomer, new to the United States, and emergent bilingual students entering grades 8-12. During this six-module program, students examine and deconstruct identity, culture, and language through an exploration of high interest poetry, music, art, and young adult literature. Throughout, students and teachers work collaboratively to affirm students' linguistic and cultural identities, explore multiple perspectives and diverse experiences, and nourish students' fluency in oral and written academic language.

Current consideration:

Dr. Fernando Rodríguez-Valls, in collaboration with District staff, will design and tailor the curriculum to fit the needs of the District's English learner students. His services will also include professional development for District staff, teachers, and support staff, classroom observations, collection and analyzing of data, as well as a presentation to the District with a written report of the program. Services will be provided September 13, 2019, through May 31, 2021.

Budget Implication:

Total costs for these services is not to exceed \$21,250. (Title III Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.28 **Educational Consulting Agreement, Alison Dover**

Background Information:

The District currently serves over 600 English learners who have been enrolled in United States schools less than three years. In order to accelerate their English language acquisition, the District will pilot the Saturday Language Academy (SALA), an innovative, arts-based biliteracy enrichment program designed for newcomer, new to the United States, and emergent bilingual students entering grades 8-12. During this six-module program, students examine and deconstruct identity, culture, and language through an exploration of high interest poetry, music, art, and young adult literature. Throughout, students and teachers work collaboratively to affirm students' linguistic and cultural identities, explore multiple perspectives and diverse experiences, as well as nourish students' fluency in oral and written academic language.

Current Consideration:

Alison Dover, in collaboration with District staff, will design and tailor the curriculum to fit the needs of the District's English learner students. Her services will also include professional development for District staff, teachers, and support staff, classroom observations, collection and analyzing of data, as well as a presentation to the District with a written report of the program. Services will be provided September 13, 2019, through May 31, 2021.

Budget Implication:

Total costs for these services is not to exceed \$21,250. (Title III Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.29 **Agreement, Department of Rehabilitation**

Background Information:

Under the Workforce Innovation and Opportunity Act (WIOA), the Department of Rehabilitation (DOR) has been tasked with serving the underserved transition aged youth with pre-employment transition services through the We Can Work Grant. Through the We Can Work agreement, the goal is to improve employability for high school students receiving special education services under an Individualized Education Program (IEP). The District has partnered with the DOR since 2016 to provide these services. The DOR has recently received continued funding for the We Can Work program.

Current Consideration:

The DOR funds will continue to be used to create a case service contract with our District, which allows us to extend work experience/training opportunities for our Special Youth Services student population. The funds will continue to be used to pay 5 percent of the two Vocational Education Transition Counselors and two Job Developers' salary to coordinate the employment services. Student wages for 45 identified students who receive special education services will also be funded through this contract, including Federal Insurance Contributions Act (FICA) and worker's compensation cost for work experience. Services are being provided July 1, 2019, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement.

11.30 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for the following courses: English and Mariachi Ensemble. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, September 13, 2019, through October 10, 2019.

Action:

The Board of Trustees approved the display.

11.31 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English course. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

11.32 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

**HUMAN RESOURCES**

11.33 **Memorandum of Understanding (MOU), Orange County Department of Education (OCDE), Career Technical Education (CTE) Teacher Credentialing Program**

Background Information:

The District has traditionally entered into agreements with OCDE programs to provide opportunities for educators to gain valuable professional experiences. This MOU provides a program for educators to obtain a Preliminary Designated Subjects CTE Credential. The District has had a CTE agreement in place with OCDE since 2018.

Current Consideration:

This MOU with OCDE is effective July 1, 2019, through June 30, 2020. Due to the amount of time required to process the agreement, OCDE did not provide the agreement until recently.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the MOU.

11.34 **2018-19 Williams Settlement Legislation Review Report**

Background Information:

The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:

According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during 2018-19, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the report.

11.35 **Agreement, American Red Cross**

Background Information:

The District utilizes health and wellness professionals to provide targeted programs and services that fulfill the mission and vision of the Well Done! employee wellness program. The American Red Cross will be conducting blood drives at District sites.

Current Consideration:

Participation in the blood drive is voluntary. Information shared with the District will be aggregated and will not identify any single individual. Services will be provided September 12, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

11.36 **Agreement, School Counseling Supervised Unpaid Practicum and Internship Fieldwork, Chapman University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within AUHSD schools. The District has had a school counseling agreement in place with Chapman University since 2014.

Current Consideration:

This agreement provides the opportunity for university students attending Chapman University to serve as counselor interns in AUHSD schools to promote a college-going culture through peer-to-peer conferences on challenges of college, sharing personal experiences as college students, as well as conducting classroom presentations on college experience and college life. Counselor interns do not replace counseling services provided by District counselors. Counselor interns will meet with an on-site supervisor for the purpose of completing the university's field instruction and participation requirements. Additionally, professional attire and conduct will be reviewed. Services will be provided January 1, 2020, through July 31, 2025. The agreement will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

11.37 **Agreement, School Psychology Supervised Unpaid Practicum and Internship Fieldwork, Chapman University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within AUHSD schools. The District has had a school psychology agreement in place with Chapman University since 2014.

Current Consideration:

University interns will have the opportunity to develop a broad range of experiences including, but not limited to, research and program evaluation, interventions and mental health services, data-based decision making and accountability, legal, ethical, and professional practice, as well as preventive and responsive services. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective January 1, 2020, through July 31, 2025. The agreement will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

11.38 **Agreement Amendment, Student Teaching, University of California, Irvine**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a student teaching agreement in place with the University of California, Irvine (UCI) since 2006.

Current Consideration:

The student teaching agreement amendment with UCI updates the payment table to include co-teaching. University students will meet with school site master teachers to be involved in the students' preparation for student teaching. 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. The agreement will be effective July 15, 2019, and will continue unless terminated by either party. The amended agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement amendment.

11.39 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

11.40 Classified Personnel Report

Action:

The Board of Trustees approved/ratified the report as submitted.

**SUPERINTENDENT'S OFFICE**

11.41 Conferences and/or Meetings

It was recommended that the Board of Trustees approves the attendance to the following conferences by the superintendent with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

11.41.1 Inflexion-RPP Leadership Team Meeting, October 25, 2019, Eugene, OR, at a cost not to exceed \$1,800. (General Funds)

11.41.2 2019 ACSA Leadership Summit, November 7-9, 2019, San Francisco, CA, at a cost not to exceed \$1,500. (General Funds)

Action:

The Board of Trustees approved for the superintendent to attend the conferences with payment of necessary expenses.

**12. SUPERINTENDENT AND STAFF REPORT**

Dr. Fried invited the Board to upcoming events hosted by the District, which include the College and Career Fair on October 2, Professional Development Day on October 7, and the AUHSD Parent Leadership Conference on October 11. In addition, he thanked Trustee Piercy for attending the principals' meeting.

**13. BOARD OF TRUSTEES' REPORT**

Trustee Jabbar indicated he attended the Asian American Pacific Islander democratic forum, Back-to-School nights for Ball, Dale, and Sycamore junior high schools, as well as Cypress, Magnolia, and Western high schools, Anaheim High School football game, Poston Experience, immigration forum at Sycamore Junior High School, and the ROP Board meeting.

Trustee Piercy said she attended the Insurance Committee meeting, Pat Karlak's retirement celebration, Student Discipline Taskforce meeting, Back-to-School nights at Dale, Lexington, Orangeview junior high schools, Kennedy and Magnolia high schools, as well as Oxford Academy, and PTSA principals' breakfast.

Trustee Smith shared she attended the Poston Experience and the Student Discipline Taskforce meeting.

Trustee Randle-Trejo reported she attended the ROP Board meeting, Suicide Prevention Town Hall at Anaheim High School, city of Anaheim council meeting, Anaheim Elementary School District Board meeting, Back-to-School nights for Ball, Dale, and South junior high schools, Loara, Katella, Kennedy, Magnolia, and Savanna high schools, as well as Hope School, Pat Karlak's retirement celebration, Poston Experience event, and an Anaheim High School football game.

Trustee O'Neal stated he attended 14 Back-to-School nights, Sister City Commission meeting, PTSA principals' breakfast, and Pat Karlak's retirement celebration.



14. **ADVANCE PLANNING**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, October 10, 2019, at 6:00 p.m.

Tuesday November 5

Thursday, December 12

14.2 **Suggested Agenda Items**

On the motion of Trustee Piercy and duly seconded, an item regarding school of choice will be agendize for a future Board meeting.

15. **ADJOURNMENT**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:24 p.m., in memory of Substitute Teacher Ronald Holliday Hills.

Approved \_\_\_\_\_  
Clerk, Board of Trustees