

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

NOTICE OF REGULAR MEETING

Date: December 7, 2018

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

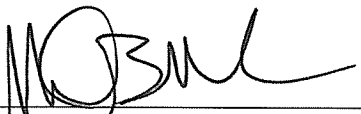
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 13th of December 2018

501 N. Crescent Way, Anaheim, California

Closed Session-2:30 p.m.

Regular Meeting-6:00 p.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Agenda

Thursday, December 13, 2018

Closed Session–2:30 p.m.

Regular Meeting–6:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees. *In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, December 10, 2018.*

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)(1): Conference with legal counsel, existing litigation regarding one matter (CA 4 G055608).
- 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.

- 4.5 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, pending settlement (Claim AUHSD 17-05).
- 4.6 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, pending settlement (Claim AUHSD 17-02).
- 4.7 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2018100339/2018061027).
- 4.8 To consider matters pursuant to Education Code Section 48918: Expulsion of students: 18-4; 18-12; 18-15; 18-16; and 18-17.

5. **STUDENT PRESENTATION** **INFORMATION ITEM**

Students from the Hope School cheerleading team, under the direction of Stephanie Hernandez and Danielle Marshall, will perform.

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

6.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Student Representative to the Board of Trustees Adai Flores will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

6.3 **Closed Session Report**

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

7. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

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

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

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

8.1 **Vietnamese American Chamber of Commerce (VACOC)**

The Board of Trustees will recognize the Vietnamese American Chamber of Commerce (VACOC) for selecting 20 students who received \$500 scholarships, for total of \$10,000, funded by the Disneyland Resort.

8.2 **Puente Program Leadership Award**

The Board of Trustees will recognize three District students for being recipients of the annual Statewide Academic and Leadership Award by the Puente Project. The Puente Project is a national award-winning program, which has for more than 30 years, improved the college-going rate of tens of thousands of California's educationally underrepresented students. This year, an impressive 171 students throughout California sent in applications that were thoroughly reviewed for academic achievement, community leadership involvement, and personal statements. The Puente Project Statewide Office recognized 25 students across California for their exemplary Puente leadership, spirit, and outstanding academic achievement; three of these students hail from the Anaheim Union High School District.

Jesenia De Jesus Vargas, Anaheim High School
Eduardo Garcia, Katella High School
Angeliza Sanchez, Magnolia High School

9. **REPORTS** **INFORMATION ITEM**

9.1 **Principals' Report**

Dr. Regina Zurbano, Kennedy High School principal, and Jennifer Brown, Walker Junior High School principal, will acknowledge school site staff regarding the fifth C, Compassion and Kindness, as well as present a report on their school site.

9.2 **Student Representative's Report**

Adai Flores, student representative to the Board of Trustees, will report on student activities throughout the District.

9.3 **Reports of Associations**

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

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

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

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. **OATH OF OFFICE**

The Oath of Office will be administered to Trustees Al Jabbar, Anna L. Piercy, and Annemarie Randle-Trejo.

12. **RECEPTION**

The Board of Trustees will host a reception to honor Trustees Al Jabbar, Anna L. Piercy, and Annemarie Randle-Trejo.

13. **ELECTION OF OFFICERS**

ACTION ITEM

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

13.1 **President of the Board of Trustees**

Staff Recommendation:

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

13.2 **Clerk of the Board of Trustees**

Staff Recommendation:

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

13.3 **Assistant Clerk of the Board of Trustees**

Staff Recommendation:

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

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

ACTION ITEM

14.1 **Secretary**

Staff Recommendation:

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

14.2 **Assistant Secretary**

Staff Recommendation:

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

14.3 **Parliamentarian**

Staff Recommendation:

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

14.4 **Chief Negotiator**

Staff Recommendation:

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

15. **ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS** ***ACTION ITEM***

The Board of Trustees is requested to determine the calendar for the 2019 regular school Board meetings. Regular meetings will be held on Thursdays, with the exception of two dates (Tuesday, March 6, 2018, and Tuesday, May 7, 2018). All regular meetings will begin at 6:00 p.m. for open session.

Staff Recommendation:

It is recommended that the Board of Trustees review the dates provided and establish the schedule for the 2019 regular Board of Trustees' meetings. **[EXHIBIT A]**

16. **ROBERT'S RULES OF ORDER NEWLY REVISED, 11th EDITION** ***ACTION ITEM***

Staff Recommendation:

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

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

Staff Recommendation:

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

18. **PRESENTATION** ***INFORMATION ITEM***

2018-19 First Interim Budget Report

Background Information:

Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that,

based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:

The Board will receive a presentation from the assistant superintendent, Business regarding the District's fiscal solvency.

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.

19. **ITEMS OF BUSINESS**

RESOLUTIONS

- 19.1 **Resolution No. 2018/19-B-11, Adjustments to Income and Expenditures, General Funds; Resolution No. 2018/19-B-12, Adjustments to Income and Expenditures, Various Funds; and the 2018-19 First Interim Report (Roll Call Vote)** **ACTION ITEM**

Background Information:

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

Current Consideration:

In certifying the 2018-19 First Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2018/19-B-11, Adjustments to Income and Expenditures, General Funds, and Resolution No. 2018/19-B-12, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Staff Recommendation:

1. It is recommended the Board of Trustees adopt Resolution No. 2018/19-B-11 and Resolution No. 2018/19-B-12, by a roll call vote. **[EXHIBITS C and D]**
2. It is recommended the Board of Trustees approve the positive certification of the 2018-19 First Interim Report that the District will meet its financial obligations. **[EXHIBIT E]**

19.2 **Resolution No. 2018/19-B-13, Fund Balance Budget Adjustments** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

When the 2018-19 budget was developed, the beginning fund balances were estimated amounts. The 2017-18 fiscal year was not finalized, and therefore the actual fund balances were not known. The prior year's ending fund balances becomes the beginning fund balances for the current year. After the 2017-18 fiscal year is closed and the actual ending fund balances are known, then the 2018-19 beginning fund balances must be adjusted to match the 2017-18 actual ending fund balances amounts.

Current Consideration:

This resolution makes adjustments to the 2018-19 budget for the difference between the estimated 2018-19 beginning fund balances and the 2017-18 unaudited actual ending fund balances.

Budget Implication:

This resolution affects all funds requiring an adjustment. Budget impact varies depending on the fund and is identified within the resolution.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2018/19-B-13, by a roll call vote. **[EXHIBIT F]**

19.3 **Resolution No. 2018/19-B-14, Including Accounting of Developer** ***ACTION ITEM***
Fees Report
(Roll Call Vote)

Background Information:

Government Code Sections 66006(b) and 66001(d) require the District to make an annual and a five-year accounting of the collected developer fees (Fees) available to the public, and be reviewed by the Board of Trustees. The Fees, which are recorded in the Capital Facilities

Fund, are received from new residential and commercial/industrial development. The Fees will be used to mitigate the impact of new development on the District's school facilities.

Pursuant to statutory requirements, the District made the reports available to the public no less than 15 days prior to the District's Board meeting. The reports are available for viewing in the Accounting Department.

Current Consideration:

The attached developer fee reports are for the 2017-18 fiscal year. This is a reporting of developer fee financial information only. The reports have been made available to the public, and will be reviewed by the Board of Trustees before adopting a resolution, which affirms the reported information.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2018/19-B-14, by a roll call vote. **[EXHIBITS G and H]**

19.4 **Resolution No. 2018/19-B-15, Request for Proposals for Learning Management System and Services (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Board of Trustees approved a contract with Haiku Learning Systems, Inc. (Haiku) at the June 19, 2014, Board of Trustees' meeting. PowerSchool Group LLC (PowerSchool) acquired Haiku in June 2016. The District's five-year learning management system (LMS) contract with PowerSchool is set to expire at the end of the 2018-19 year. Education Code 17596 allows contracts to be extended up to five years for work and service.

Current Consideration:

Approval of this item will enable the District to proceed with a competitive request for proposal, under Public Contract Code (PCC) 20118.2, for various types of technology software and services Districtwide; for all sites within the District. 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, telecommunications, related equipment, software, and services."

Budget Implication:

There is no impact to the budget at this time.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-15, by a roll call vote. **[EXHIBIT I]**

19.5 **Resolution No. 2018/19-B-16, Award Request for Proposals
2019-10 Video Surveillance Solution Districtwide
(Roll Call Vote)**

ACTION ITEM

Background Information:

The Blue Print for the future committee, comprised of students, parents, staff, and community members, assisted the District in developing priorities under the Facilities Master Plan (FMP), which would guide future projects. One of the areas identified and discussed as it related to the FMP was safety and security. This component included various items, one of which was video surveillance systems to help secure our campuses.

Current Consideration:

An extensive process was used to develop a Request for Proposal (RFP). A committee of key stakeholders including principals, assistant principals, District office administrators, private and local law enforcement, as well as surveillance system engineers and/or consultants, met to determine the methodology and general requirements of a solution specific to the District's needs. Then specifications were developed by the surveillance system engineer that included a general site plan layout, by visiting each school site and meeting with the respective principal and/or his/her designee(s). Next, a determination of key areas that needed to be monitored by the principals and/or his/her designee(s) were identified and approved.

With all the information gathered, an RFP was prepared, a two-day mandatory job walk occurred with an optional third day, and proposals were received. The District received five responses for the first phase of the evaluation process, which was the paper screening. All five proposals were evaluated and moved to the final phase. The final phase consisted of a presentation of the offerings from each of the bidders. A committee comprised mostly of the same key stakeholders (principal, assistant principals, District office administrators, private and local law enforcement, as well as surveillance system engineer and/or consultant), spent approximately two days evaluating and determining the solution that would best fit the requirements of the District. The criteria used to score each proposal included price (being the highest value), level of service and delivery, technical proposal, qualifications, past performance and background, overall solution and design, scheduling, video management solution including storage and archiving, cameras, hardware, functionality, future flexibility, serviceability, scalability, as well as features.

The bidder with the highest overall score that is being recommended for the award is HCI Systems, Inc. Although HCI Systems, Inc. was the second lowest price, the committee used the evaluation criteria as described above to determine the overall rankings. Public Contract Code (PCC) 20118.2 allowed the District to consider key factors other than just price in determining the award due to the highly specialized requirement of the entire system. Staff is confident with its findings and recommendation that HCI Systems, Inc. has the overall best solution for the District based on the criteria established for the award.

Budget Implication:

The total cost is not to exceed \$2,235,014, which includes a \$20,000 contingency for any additional requirements. (Measure H Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-16, by a roll call vote. **[EXHIBIT J]**

BUSINESS SERVICES

19.6 Rejection of Liability Claim

ACTION ITEM

Background Information:

The District received a liability claim that was filed on October 31, 2018, and identified the claim as AUHSD 18-10 (Tort 400).

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.

Staff Recommendation:

It is recommended that the Board of Trustees reject liability claim AUHSD 18-10 (Tort 400) as not a proper charge against the District and authorize staff to send the notice of rejection.

19.7 Rejection of Liability Claim

ACTION ITEM

Background Information:

The District received a liability claim that was filed on November 14, 2018, and identified the claim as OLRA 19-03 (Tort 398).

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.

Staff Recommendation:

It is recommended that the Board of Trustees reject liability claim OLRA 19-03 (Tort 398) as not a proper charge against the District and authorize staff to send the notice of rejection.

19.8 Consulting Agreement, Diana Larsen

ACTION ITEM

Background Information:

The District has been utilizing Eagle Aeries as its Student Information System (SIS) since the 2012-13 year. This system is used to track student data electronically including schedules, grades, student records, attendance, and other important information. It is also used for California Longitudinal Pupil Achievement Data Systems (CALPADS) which is a system used to maintain student-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state reporting.

Current Consideration:

The District currently owns the Eagle Aeries software that resides on the District's internal servers. This means that that the software, including revisions, patches, super-patches, updates, and maintenance are handled locally on-site. The cost for updates and support for two years is \$122,916, which exceeds the current bid limit as defined in Public Contract Code Section 20111, currently set at \$90,200. A sole source justification is needed when only one source is available and the estimated value of the purchase exceeds the bid limit.

The only company that can maintain or provide updates to the Eagle Aeries product is Aeries Software and should be considered a sole source vendor. Sole sourcing a vendor will require an opinion from an independent consultant with expertise regarding the product or service required by a district. The opinion should be obtained from an impartial third party prior to an award of any contract. Diana Larsen has performed consulting services for several other school districts. She will analyze our student information requirements and develop a sole source justification document. This document will then be brought to the Board of Trustees for approval at a future Board meeting. Services will be provided December 13, 2018, through January 11, 2019. The agreement will be signed following Board approval.

Budget Implication:

The total cost is for a not to exceed amount of \$350. (General Funds)

Staff Recommendation:

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

[EXHIBIT K]

EDUCATIONAL SERVICES

19.9 **Memorandum of Understanding (MOU), TeachFX, Inc.**

ACTION ITEM

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 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. The District currently does not have a way to measure student speaking time. TeachFX will be used as a pilot with 100 teachers throughout the District. The goal of the pilot is to measure student talk time in classrooms and track progress toward the District's goal of increasing student talk for English learner students to 30 percent of class time. TeachFX will provide the District a TeachFX software subscription for 100 accounts for one year, January 1, 2019, through December 31, 2019. In addition, TeachFX will provide six professional development workshops to the District.

Budget Implication:

The total costs for these services is not to exceed \$39,000. (LCFF Funds)

Staff Recommendation:

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

19.10 **Agreement, North Orange County Regional Occupational Program (NOCROP)** **ACTION ITEM**

Background Information:

The District has had a longstanding partnership with NOCROP, whereby NOCROP agrees to provide teachers and instructional support, including textbooks, consumable supplies, as well as other required course materials, for ROP studies maintained by NOCROP in the District. The Board of Trustees approved a Joint Powers Agreement with NOCROP on May 9, 2017.

Current Consideration:

Pursuant to the existing partnership, NOCROP has agreed to utilize District school sites as career-technical training program locations (also known as a community classrooms) for vocational nursing training under the immediate supervision and control of a credentialed NOCROP employee. This collaboration between NOCROP and the District allows for the advancement of vocational training and adult education while simultaneously providing additional nursing support at District school sites and access to expanded community health services for District students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

19.11 **Educational Consulting Agreement, Dung Tran** **ACTION ITEM**

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 Biliterate, Equitable, Communicative, Observant and Multicultural Educators (Project BECOME) will provide professional development to selected teachers, classified staff, and administrators who are or will be involved in dual language programs.

Current Consideration:

Dung Tran, Vietnamese professor and language expert, will provide translation of the Project BECOME materials from English to Vietnamese, per grant narrative. Services are being provided January 19, 2018, through June 30, 2020.

Budget Implication:

The total costs for these services is not to exceed \$2,500. (Grant Funds)

Staff Recommendation:

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

19.12 **Educational Consulting Agreement, Vy Hoang** **ACTION ITEM**

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 Biliterate, Equitable, Communicative, Observant and Multicultural Educators (Project BECOME) will

provide professional development to selected teachers, classified staff, and administrators who are or will be involved in dual language programs.

Current Consideration:

Vy Hoang, Vietnamese language teacher, will provide services for Project BECOME to teach modules in Vietnamese. Services are being provided January 19, 2018, through June 30, 2020.

Budget Implication:

The total costs for these services is not to exceed \$2,500. (Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the educational consulting agreement.

[EXHIBIT O]

19.13 **Educational Consulting Agreement, Embassy Consulting Services, LLC** **ACTION ITEM**

Background Information:

Embassy Consulting Services, LLC believes the journey to building and maintaining a positive school climate begins with professional development for the school's faculty and staff. Embassy Consulting Services, LLC fulfills this mission by offering a variety of customized training programs with the goal of improving the quality and safety of the workplace and school environment.

Current Consideration:

Embassy Consulting Services, LLC will provide a two-hour active shooter and/or workplace violence training for staff at Cypress High School. This hands-on training is focused on preparing schools to effectively respond to an active shooter incident and mitigate the impact of a violent attack. Services will be provided on February 1, 2019.

Budget Implication:

The total costs for these services is not to exceed \$750. (Site Funds)

Staff Recommendation:

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

19.14 **Educational Consulting Agreement, Cynthia Liu, K-12 News Network** **ACTION ITEM**

Background Information:

The District currently has need of a strategic plan to broaden its use of social media communication platforms to incorporate dialogue with parent and student groups that have an online presence. School community engagement is thriving and in need of organization to complement existing District communications strategies. As a prior Board resolution, Resolution No. 2018-19-B-04, provides for hiring of services to revamp Administration Information Systems, including consultants, communications software, and/or technology, the District is in need of a survey of current use cases and a plan that adheres to social media best practices and privacy laws, as well as suggests solutions compatible with the District's digital platforms and staffing.

K-12 News Network is a grassroots education news and civic engagement business that has served the needs of the District previously by designing a social media-enabled successful

campaign: student-led advocacy led to Anaheim’s designation of the city as a P21 (Partnership for 21st Century Learning) city. Student engagement, peer-to-peer education, and the civic participation of students using online and offline methods were key.

Current Consideration:

Cynthia Liu will assist the District in the development of a comprehensive social media strategy to complement existing communication strategies. She will conduct surveys, interviews, and otherwise gather research to design a social media strategy. She will integrate a broad social media plan to incorporate new groups with existing District assets, technology, and communication strategies. In addition, she will provide two-way conversations with District parent and student groups on platforms best suited for them. Cynthia will also enable formation of communication with recent graduates and young alumni organizations to keep them abreast of District news, ensuring any students engaged in District-related public communication do so in alignment with state and student privacy laws and that the social media strategy provides clear protocols for teacher, parent, and staff messaging. Services will be provided December 14, 2018, through June 30, 2019.

Budget Implication:

The total costs for these services is not to exceed \$20,000. (General Funds)

Staff Recommendation:

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

19.15 **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:

- 19.15.1 Interact Club of Katella High School, Katella High School **[EXHIBIT R]**
- 19.15.2 Technology Student Association, Kennedy High School **[EXHIBIT S]**
- 19.15.3 Magnolia Esports, Magnolia High School **[EXHIBIT T]**
- 19.15.4 Asian and Pacific Islands Culture Club, Savanna High School **[EXHIBIT U]**
- 19.15.5 Vietnamese Student Association, Dale Junior High School **[EXHIBIT V]**
- 19.15.6 SOAR Club, South Junior High School **[EXHIBIT W]**

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

19.16 **Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA**

INFORMATION ITEM

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for 2017-20, 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 92801.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

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.

19.17 **Adoption of the 2017-20 Collective Bargaining Agreement with CSEA**

ACTION ITEM

Background Information:

The District entered into contract negotiations with the California School Employees Association (CSEA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by CSEA.

Current Consideration:

The tentative agreement includes a one percent increase on the salary schedule retroactive to July 1, 2017, and an increase to the District's maximum contribution to the benefits cap for medical insurance for 2018. Additionally, the agreement provides for the restoration of positions that may have been reduced or eliminated in past years. The agreements also includes other contract language changes.

Budget Implication:

The increase for the one percent salary will impact the budget with an additional estimated expense of \$420,000 per year. The restoration of the positions will be approximately a combined \$3 million over the length of the agreement. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2017-20 collective bargaining agreement with CSEA. **[EXHIBITS X and Y]**

19.18 **Public Hearing, Disclosure of Collective Bargaining Agreement with MMA** **INFORMATION ITEM**

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) for 2018-21, 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 92801.

Current Consideration:

After the negotiation process with MMA 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.

19.19 **Adoption of the 2018-21 Collective Bargaining Agreement with MMA** **ACTION ITEM**

Background Information:

The District and MMA brought forth proposals to begin the negotiations for the 2018-19 year and negotiations commenced in the spring of 2018. A tentative agreement was reached on October 16, 2018. The tentative agreement was ratified by unit members of MMA.

Current Consideration:

The tentative agreement includes a one percent increase on the salary schedule retroactive to July 1, 2017, and an increase to the District's maximum contribution to the benefits cap for medical insurance for 2018. Additionally, the agreement provides for a \$50, per month, cell phone stipend for plant managers.

Budget Implication:

The increase for the one percent salary and the cell phone stipend will impact the budget with an additional estimated expense of \$40,000 per year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2018-21 collective bargaining agreement with MMA. [EXHIBITS Z and AA]

19.20 **Agreement, California State University, Long Beach, Athletic Training Program** **ACTION ITEM**

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 school sites. The District has had various agreements in place with California State University, Long Beach, since 2003.

Current Consideration:

University students will meet with school site athletic trainers and provide supervised athletic trainer services to earn credit. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be effective December 14, 2018, through November 7, 2023. Due to the university's policy for executing agreements, this agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

19.21 **Agreement, American Red Cross**

ACTION ITEM

Background Information:

The District utilizes health and wellness professionals to provide targeted programs and services that fulfill the mission and vision of the Well Done! employee wellness program. The American Red Cross will be conducting blood drives at District school sites.

Current Consideration:

Participation in the blood drive is voluntary. Information shared with the District will be aggregated and will not identify any single individual. Services will be provided December 14, 2018, through June 30, 2019.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

19.22 **Revised Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants, Second Reading**

INFORMATION/ACTION ITEM

Background Information:

Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants, provides the procedure for District employees and applicants to make complaints alleging sexual harassment. The policy was last revised in 2002.

Current Consideration:

The Board of Trustees is requested to review the second reading of revised Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants. The revised policy includes new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve revised Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants. **[EXHIBIT DD]**

19.23 **Memorandum of Understanding (MOU) with ASTA, STEAM and Civic Engagement** **ACTION ITEM**

Background Information:

The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) to include both a STEAM and Civic Engagement stipend, each in the amount of \$2,000.

Current Consideration:

These two additional stipends will be incorporated for the term beginning in the 2018-19 year.

Budget Implication:

It is anticipated that the budget implication will be approximately \$180,000. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with ASTA. **[EXHIBIT EE]**

SUPERINTENDENT'S OFFICE

19.24 **California School Boards Association (CSBA) Delegate Assembly Nominations for Additional Representatives** **ACTION ITEM**

Background Information:

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

Current Consideration:

As noted on the Board of Trustees' Appointments to Committees list, Anaheim Union High School District automatically has one CSBA Delegate Assembly Representative due to the size of our District.

This agenda item is for the Board of Trustees to consider if it is in the best interest of the Anaheim Union High School District to nominate an additional Trustee to run for election as an additional representative to the Delegate Assembly. All Region 15 Board members will vote on the open seats. The term of office is April 1, 2019, through March 31, 2021.

If it is the consensus of the Anaheim Union High School District Board of Trustees, the Board may submit a letter of nomination for one or more of its own Board members, or for one or more Region 15 Board members to run for election as Delegate Assembly representative(s).

This item is **not** a duplicate of the Board of Trustees' Appointments to Committees item. This item requires separate consideration by the Board.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees determine whether or not to nominate additional Board member(s) to run for election as a representative to the CSBA Delegate Assembly.

19.25 **Revised Board Policy 6203.1 (9270), Conflict of Interest, First and Final Reading** **ACTION ITEM**

Background Information:

The Political Reform Act requires every agency to review its conflict of interest code biennially and to notify the code reviewing body (Board of Trustees) if their current code is accurate, or alternatively, that their code must be amended.

Current Consideration:

The Board of Trustees is requested to review and approve revised Board Policy 6203.01, Conflict of Interest Code. Changes to the policy include the removal, addition, and renaming of positions indicated on the exhibit, as well as new language to ensure compliance.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and approve the revised policy.
[EXHIBIT FF]

20. **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

20.1 **Agreement, Government Financial Strategies, Inc.**

Background Information:

Government Code Section 8855, effective January 1, 2017, requires state and local governments to submit an annual debt report to the California Debt and Investment Advisory Commission (CDIAC) for any issuance of debt for which they have filed a report for final sale on or after January 21, 2017. Due to Anaheim Union High District's sale of Certificates of Participation in 2017, as well as anticipated future sales of General Obligation Bond Certificates, it will be necessary for the District to file these reports.

Current Consideration:

The District requests to have Government Financial Strategies (GFS) complete the annual reports on behalf of the District. The scope of work for this agreement includes preparation

and filing of the Annual Debt Transparency Report to CDIAC, for the 2017-18 fiscal year, which is due January 31, 2019.

Budget Implication:

The cost of the report(s) is not to exceed \$2,000, plus out-of-pocket expenses for third party data needed by GFS for preparation of the report. (Measure H and General Funds)

Staff Recommendation:

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

20.2 **Contract for Audit Services, Vavrinek, Trine, Day and Co., LLP**

Background Information:

California school districts are required to have an annual financial and compliance audit, per Education Code Sections 14500-14508 and 41020. Financial and compliance audits are performed in accordance with generally accepted audit standards issued by the Comptroller General of the United States, and Standards and Procedures for Audits of California K-12 Local Education Agencies issued by the California Education Audit Appeals Panel. The auditor audits the financial statements, categorical programs, and various financial procedures in order to express an opinion on the financial statements and position of the District.

Current Consideration:

The Board is requested to approve the contract with Vavrinek, Trine, Day and Co., LLP. Services will be provided to the District for the audit of June 30, 2019, 2020, and 2021.

Budget Implication:

The total is not to exceed \$56,000 for the 2018-19 year; \$57,000 for the 2019-20 year; and \$58,000 for the 2020-21 year, plus related incidental costs. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract. **[EXHIBIT HH]**

20.3 **Bond Audit Agreement, Vavrinek, Trine, Day and Co., LLP**

Background Information:

Proposition 39 was authorized in the November 2000 general election, and it allows school districts to incur bonded indebtedness based on a 55 percent vote, rather than the two-thirds vote previously required. Proposition 39 contains specific provisions that require: 1) bond money only to be used for construction, reconstruction, rehabilitation, or replacement of school facilities; 2) the specific projects that use bond funds must be identified; and 3) the District is required to have an annual independent performance and financial audit of the bond proceeds.

The District issued Measure H bonds in May 2015. This requires the District to have a bond audit under the Proposition 39 rules. Vavrinek, Trine, Day and Co., LLP (VTD), is the District's current general financial auditor. Since the District already uses VTD to perform the annual audit, it is recommended to use them for the bond audit. This increases efficiency in the audit. The audit report will be provided to the District.

Current Consideration:

The Board is requested to approve the contract with Vavrinek, Trine, Day and Co., LLP. This is a one-year contract for the audit of the July 1, 2018, through June 30, 2019, fiscal year, with a renewal option for up to two additional years.

Budget Implication:

The total is not to exceed \$10,000, per year, for 2018-19, 2019-20, 2020-21, plus related incidental costs. (General Funds)

Staff Recommendation:

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

20.4 **Consulting Agreement, Vavrinek, Trine, Day and Co., LLP**

Background Information:

The District has contracted Vavrinek, Trine, Day and Co., LLP (VDT) for audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. The District has an obligation to provide regular training regarding ASB accounting, policies, and procedures.

Current Consideration:

Staff desires to engage the services of VDT to provide professional development workshops to staff on the topics of ASB accounting, policies, and procedures. Services will be provided January 1, 2019, through December 1, 2019.

Budget Implication:

The costs for these services will be based on an hourly rate, for a total not to exceed \$5,000. (General Funds)

Staff Recommendation:

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

20.5 **Group Disability Income Benefits Agreement, American Fidelity Assurance Company**

Background Information:

The District has been utilizing American Fidelity Assurance Company (AFA) for employer-paid short term disability insurance for all classified employees who work 20 hours or more per week.

Current Consideration:

The master contract is in need of renewal as of January 1, 2019. AFA has enhanced their short-term disability plan to include an accelerated survivor benefit, as well as remove language that precludes armed forces, mental illness, as well as alcohol and drug related exclusions.

Budget Implication:

The total cost will be approximately \$100,000. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the Group Disability Income Benefits agreement with American Fidelity Assurance Company. **[EXHIBIT KK]**

20.6 **Contract, Holman Professional Counseling Centers, Mental Health and Substance Abuse Carve Out Group**

Background Information:

The District utilizes the Holman Professional Counseling Centers (The Holman Group) as the mental health and substance abuse provider for the District's self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans.

Current Consideration:

A new contract with The Holman Group is necessary to continue services, January 1, 2019, through December 31, 2019. The Holman Group will provide a full range of inpatient, outpatient, and day care behavioral health services for eligible and enrolled employees, as well as their dependents. The Holman Group will also provide Employee Assistance Program to the District's eligible and enrolled employees. The contract will be signed following Board approval.

Budget Implication:

The anticipated cost will be approximately \$1,860,000. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract with the Holman Professional Counseling Centers. **[EXHIBIT LL]**

20.7 **Post-Termination Addendum, Pinnacle Claims Management, Inc.**

Background Information:

Prior to January 1, 2018, the District utilized Pinnacle Claims Management, Inc., as the third-party administrator to support the management and oversight of the Preferred Provider Organization (PPO) services.

Current Consideration:

A Post-Termination Addendum is required for Pinnacle Claims Management, Inc. to manage and process PPO claims received for services rendered during their active service agreement. The addendum will be signed following Board approval.

Budget Implication:

It is anticipated that the budget implication will be approximately \$10,000. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the post-termination addendum with Pinnacle Claims Management, Inc. **[EXHIBIT MM]**

20.8 **Agreement Amendment, Perkins Eastman Architects, DPC**

Background Information:

The District selected Perkins Eastman Architects, DPC (PEADPC) as one of their firms to provide architectural and engineering design services. PEADPC has been working on several projects, including the modernization and new construction of Oxford Academy and Savanna High School Site Improvements.

Current Consideration:

Staff is planning the next wave of construction projects and would like to continue services with PEADPC. The amount allocated to PEADPC needs to be amended to allow for several projects to begin design services. The amended agreement will be signed following Board approval.

Budget Implication:

This amendment will increase the current agreement by an additional \$2.5 million for a not to exceed amount of \$5.5 million. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

[EXHIBIT NN]

20.9 **Agreement Amendment, Ruhnau Clarke Architects**

Background Information:

The District selected Ruhnau Clarke Architects as one of their firms to provide architectural and engineering design services. Ruhnau Clarke Architects has been working on several projects, including the new Anaheim Aquatics Center, Central Kitchen, Cypress High School Site Improvements Project, and Kennedy High School Site Improvements Project.

Current Consideration:

Staff is planning the next wave of construction projects and would like to continue services with Ruhnau Clarke Architects. The amount allocated to Ruhnau Clarke Architects needs to be amended to allow for several projects to begin design services. The amended agreement will be signed following Board approval.

Budget Implication:

This amendment will increase the current agreement by an additional \$1.5 million for a not to exceed amount of \$4.5 million. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Staff Recommendation:

It is recommended the Board of Trustees approve the agreement amendment.

[EXHIBIT OO]

20.10 **Agreement, Digital Mapping, The Sobel Group, Inc.**

Background Information:

The Sobel Group, Inc. (TSG) successfully worked with Anaheim Union High School District, Anaheim Police Department, and Anaheim Fire Department staff to prepare the portion of the Anaheim High School's school safety plan that included tactical responses to criminal incidents. As part of the service, The Sobel Group, Inc. worked with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff in an effort to secure the premises. Several on-site school visits were conducted to collect site specific information and digital imagery. After all data was collected, an electronic report with an electronic usable file was provided by the District and first-responders. A similar process was utilized for Katella High School and Kennedy High School with respective agencies.

Current Consideration:

TSG will consult with the District, the local police department, and the local fire department, as well as provide necessary updates to the portion of the school safety plans that includes tactical responses to criminal incidents. As part of the service, TSG will consult with the District and school specific personnel to update visual maps of the tactical response plans, which are used as one of the steps to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report and provide an electronic copy to the District. TSG will also provide additional services as needed. Services will be provided December 14, 2018, through December 13, 2019, with an option for four additional one year terms.

Budget Implication:

Services will be provided on an as-needed basis at a cost not to exceed \$25,000 annually. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement for up to five years, renewable annually by the District's assistant superintendent, Business.

[EXHIBIT PP]

20.11 **Purchase Through Public Corporation or Agency**

Background Information:

The District has been utilizing various vendors for the purchase of services and electronic equipment for the repair and maintenance of security alarms, fire alarms, as well as public announcement systems.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Time and Alarm Systems, Inc. that will allow other agencies, including local districts, to purchase various hardware products and supplies including electrical system supplies for the repair and maintenance of low-voltage electrical systems and various services.

The District currently has a desire to upgrade the clock, bell, and paging system at multiple schools throughout the District. The material and services will be purchased utilizing DGS CMAS contracts 3-18-84-0042E, through February 19, 2023, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:

The total amount of the award is not to exceed \$500,000 for the first fiscal year, and \$150,000 per fiscal year. (Measure H and Routine Restricted Maintenance Funds)

Staff Recommendation:

It is recommended the Board of Trustees approve the purchase of various hardware products and supplies including electrical equipment and various services utilizing DGS's CMAS contract 3-18-84-0042E with Time and Alarm Systems, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100 et seq.

20.12 **Ratification of Change Orders**

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

Bid #2018-07, Loara High School	P.O. #L64A0256
Security Fencing (Measure H Funds)	
Red Hawk Services	
Original Contract	\$443,011.00
Change Order #1 [EXHIBIT QQ]	(\$2,968.25)
New Contract Value	\$440,042.75

Bid #2019-05, District Office	P.O. #M64A0093
Electrical Repairs (Routine Restricted Maintenance Funds)	
SoLED Energy, Inc.	
Original Contract	\$90,000
Change Order #1 [EXHIBIT RR]	\$(5,000)
New Contract Value	\$85,000

Staff Recommendation:

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

20.13 **Notices of Completion**

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

Bid #2018-07, Loara High School	P.O. #L64A0256
Security Fencing (Measure H Funds)	
Red Hawk Services	
Original Contract	\$443,011
Contract Changes	(\$2,968.25)
Total Amount Paid	\$440,042.75

Bid #2019-05, District Office	P.O. #M64A0093
Electrical Repairs (Routine Restricted Maintenance Funds)	
SoLED Energy, Inc.	
Original Contract	\$90,000
Change Order #1	\$(5,000)
New Contract Value	\$85,000

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept all listed work as complete, and authorize the filing of the notice of completion with the Office of the County Recorder.

20.14 **Declaring Certain Furniture, Equipment, and Vehicles 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, equipment, and vehicles 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 SS]

20.15 **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 TT]

20.16 **Donations**

Staff Recommendation:

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

[EXHIBIT UU]

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports October 30, 2018, through December 3, 2018. **[EXHIBITS VV and WW]**

20.18 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report October 30, 2018, through December 3, 2018. **[EXHIBIT XX]**

20.19 **SUPPLEMENTAL INFORMATION**

20.19.1 ASB Fund, October 2018 **[EXHIBIT YY]**

20.19.2 Cafeteria Fund, September 2018 **[EXHIBIT ZZ]**

20.19.3 Enrollment, Month 4 **[EXHIBIT AAA]**

EDUCATIONAL SERVICES

20.20 **Amendment, Agenda Item, University of Irvine (UCI) School of Law**

Background Information:

In 2016, the Board approved the memorandum of understanding (MOU) with the University of California, Irvine (UCI) School of Law. The UCI School of Law partnered with Anaheim High School and the District to enroll 50 students in the Saturday Academy of Law (SAL) held at the UCI School of Law for six consecutive Saturdays. A District teacher, hired by UCI to teach the curriculum, was assisted by UCI Law students. Interspersed with the academic content were guest speakers, including Superior Court judges, law firm attorneys, government and public interest advocates, as well as law enforcement professionals.

Current Consideration:

On October 11, 2018, the Board approved the MOU for the 2018-19 year with UCI School of Law. The previously approved agenda item specified three high schools where services

would be conducted: Anaheim, Cypress, and Savanna high schools. The agenda item needs to be amended to remove Cypress High School and include Western High School. All other terms remain intact.

Budget Implication:

Costs for these services are not to exceed \$19,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees amend the correction to the agenda item.

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

Background Information:

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

Current Consideration:

The schools participating in these programs are Brookhurst, Orangeview, and South junior high schools, as well as Gilbert, Kennedy, Magnolia, and Savanna high schools. Services are being provided November 1, 2018, through June 30, 2019.

Budget Implication:

The total cost is not to exceed \$7,000, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Staff Recommendation:

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

20.22 **Amendment Agreement, North Orange County Community College District (NOCCCD) College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for over a decade. NOCCCD and the District have entered into a College and Career Access Pathways partnership agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college.

Current Consideration:

An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on July 12, 2018, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact. The amended agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

20.23 **Educational Consulting Agreement, Dr. Fernando Rodriguez-Valls**

Background Information:

The District currently serves over 500 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 continue the Summer Language Academy (SLA), an enrichment program for four weeks during the month of June that will serve up to 100 high school English learner students. The curriculum design, developed by Dr. Fernando Rodríguez-Valls, associate professor, California State University, Fullerton, involves students in activities that allow them to explore the English language in all its dimensions through art, literature, and film, while connecting them with their cultural identities. Dr. Rodríguez-Valls has created partnerships with school districts, local educational agencies, and universities to develop and implement community-based literacy programs. Dr. Rodríguez-Valls' work focuses on equitable, instructional practices for second language learners and migrant students, as well as on the socio-cultural factors affecting their academic achievement, educational continuity, and school engagement.

Current Consideration:

Dr. Fernando Rodríguez-Valls, in collaboration with District staff, will design and tailor the SLA 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. In addition, he will facilitate classroom observations, collection and analysis of data, as well as present the District with a written report of the fourth-year program. Services will be provided January 1, 2019, through July 31, 2019.

Budget Implication:

The total cost is not to exceed \$11,000. (Title III Funds)

Staff Recommendation:

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

20.24 **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 from 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 two assembly sessions at Orangeview 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. Services will be provided December 14, 2018, through May 23, 2019.

Budget Implication:

Total costs for these services is not to exceed \$1,798. (TUPE Funds)

Staff Recommendation:

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

20.25 **Educational Consulting Agreement, Dance Masters**

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 from 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 school sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco, 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:

Dance Masters, will provide two assembly sessions each to students at Ball Junior High School, as well as Gilbert/Polaris and Kennedy high schools. The program is an educational student dance 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. Dance Masters has 12 years of experience performing throughout the world delivering custom messages tailored to each event. Services will be provided January 9, 2019, through May 23, 2019.

Budget Implication:

The total cost for these services are not to exceed \$5,400 (TUPE Funds).

Staff Recommendation:

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

20.26 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Capistrano Unified School District (CUSD)**

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:

Capistrano Unified School District (CUSD) has requested to enter into a memorandum of understanding (MOU) with the District permitting students from CUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from CUSD in the District programs is presented to the Board of Trustees for consideration of approval.

Budget Implication:

CUSD will fund these services per billing agreement between CUSD and AUHSD/Greater Anaheim SELPA. Services are being provided from August 8, 2018, through June 30, 2019.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU between the District and CUSD. **[EXHIBIT GGG]**

20.27 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for dual enrollment and English 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 HHH]**

20.28 **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 III]**

20.29 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES

20.30 **Agreement, StaffRehab**

Background Information:

When a psychologist takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Due to the specific

qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual to perform these services. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy. The District entered into an agreement with StaffRehab in 2015 to provide contract services on an as-needed basis. The agreement is ongoing unless terminated by either party.

Current Consideration:

The agreement with StaffRehab provides psychologist contract services effective November 26, 2018, through December 21, 2018.

Budget Implication:

The total cost is \$90 per hour. (General Funds)

Staff Recommendation:

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

20.31 **Agreement Amendment, Educational Consulting Agreement, Pivotal Leadership LLC DBA MindKind Institute, LLC**

Background Information:

The Board of Trustees approved the agreement with Pivotal Leadership LLC on April 12, 2018, for providing a multi-pronged approach towards developing mindful leaders at AUHSD with the highest level of commitment to the 5Cs-Collaboration, Communication, Creativity, Critical thinking, Character and Compassion, at a cost not to exceed \$48,000.

Current Consideration:

Increase the amount of the agreement by an additional \$5,250, for a total amount not to exceed \$53,250, and increase the total number of coaching services.

Budget Implication:

Increase the amount of the current agreement by an additional \$5,250. (Wellness Program Funds, Providence St. Joseph Health Community Partnership Funds, and General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

20.32 **Agreement, Investigative Services, The Sobel Group, Inc.**

Background Information:

The District is required to investigate formal complaints filed by employees, parents, or students. In certain circumstances, an investigation firm is needed to provide an impartial third party to conduct the investigation.

Current Consideration:

The consulting agreement provides investigative services for the period of December 14, 2018, through December 13, 2020, with the option to renew for up to three additional annual terms upon approval by the assistant superintendent of Human Resources.

Budget Implication:

The total cost is not to exceed \$40,000 annually. (General Funds)

Staff Recommendation:

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

20.33 **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 publically shared with the Board of Trustees. The report, as provided, indicates any deficiencies during 2018-19, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

[EXHIBIT MMM]

20.34 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

[EXHIBIT NNN]

20.35 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

[EXHIBIT OOO]

SUPERINTENDENT'S OFFICE

20.36 **Conference and/or Meeting**

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

2019 NCCPEP/GEAR UP Capacity Building Workshop, February 10, 2019, through February 13, 2019, San Antonio, Texas, at a cost not to exceed \$1,800. Registration costs will be paid by GEAR UP. (General Funds)

Staff Recommendation:

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

20.37 **Board of Trustees' Meeting Minutes**

November 8, 2018, Regular Meeting

Staff Recommendation:

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

[EXHIBIT PPP]

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

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

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

23. **ADVANCE PLANNING** **INFORMATION ITEM**

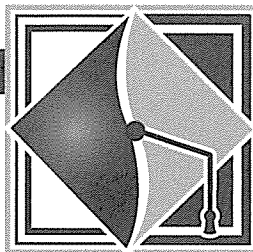
23.1 **Future Meeting Dates**

If the proposed meeting dates are approved, the next regular meeting of the Board of Trustees will be held on Thursday, January 17, 2019. Following Board approval, the 2019 Board of Trustees' meeting dates will be listed on our District website (www.auhsd.us).

23.2 **Suggested Agenda Items**

24. **ADJOURNMENT** **ACTION ITEM**

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, December 10, 2018.



Board of Trustees' Meeting Dates for 2019

Thursday, January 17

Thursday, February 7

Tuesday, March 5

Thursday, April 11

Tuesday, May 7

Thursday, June 13 (LCAP Presentation)

Thursday, June 20

Thursday, July 11

Thursday, August 15

Thursday, September 12

Thursday, October 10

Thursday, November 7

Thursday, December 12

SUPERINTENDENT'S OFFICE

Anaheim Union High School District
2019 Committee Representation

Name of Organization	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	New Appointee
North Orange County Regional Occupational Program (NOCROP)	2	Second Wednesday 4:00 p.m.	December 2016 to December 2020	Randle-Trejo	
			January 2018 to December 2018	Piercy	
			January 2019 to December 2021	Vacant	Action Required
Greater Anaheim Special Education Local Plan Area (GASELPA)	1	Third Wednesday 6:00 p.m.	January 2018 to December 2019	Randle-Trejo Jabbar (Alt.)	
Appointments to Committees: Name of Organization	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	New Appointee
AUHSD Foundation	2	Monthly 4:00 p.m.	January 2019 to December 2019	Randle-Trejo Jabbar	Action Required
Anaheim Sister City Commission	1 or 2	Monthly Fourth Monday 4:00 p.m.	Continuing No Set Term	Piercy O'Neal Jabbar (Alt.)	Action Required
CSBA Delegate Assembly	1	Bi-Annual	April 2018 to March 2020	Randle-Trejo Jabbar (At-Large) Piercy (Alt.)	
Political Action Representative, Orange County School Boards Association (OCSBA)	1	Three meetings/year 5:30 p.m.	January 2019 to December 2019	Randle-Trejo	Action Required
Nominating Committee, Orange County Committee on School District Organization	1		January 2019 to December 2019	Piercy	Action Required
Representative to Insurance Committee	2	Third Tuesday 2:00 p.m.	January 2019 to December 2019	Smith Piercy Randle-Trejo (Alt.)	Action Required
Representative to Budget Committee	2	Bi-monthly Third Friday	January 2019 to December 2019	Jabbar O'Neal Randle-Trejo (Alt.)	Action Required
Representative to Wellness Committee (School Health Advisory Board)	2	Three Times Per Year	January 2019 to December 2019	O'Neal Smith	Action Required

**Anaheim Union High School District
2019 Committee Representation**

Representative to the Student Discipline Taskforce	2	Monthly	January 2019 to December 2019	Jabbar Piercy	Action Required
Appointments to Liaison Committees:	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	New Appointee
City of Anaheim	2	Varies	January 2019 to December 2019	Randle-Trejo Jabbar	Action Required
City of Buena Park	2	Varies	January 2019 to December 2019	Piercy Smith Randle-Trejo (Alt.)	Action Required
City of Cypress	2	Varies	January 2019 to December 2019	Piercy O'Neal	Action Required
City of La Palma	2	Varies	January 2019 to December 2019	O'Neal Jabbar	Action Required
City of Stanton	2	Varies	January 2019 to December 2019	Smith Piercy Randle-Trejo (Alt.)	Action Required
Legislative Contacts and Districts:	Number of Positions	Current Appointee	New Appointee		
State Senator John M. W. Moorlach, 37th	1	Smith Piercy (Alt.)	Action Required		
State Senator Joel Anderson, 38th	1	O'Neal Jabbar (Alt.)	Action Required		
State Senator Janet Nguyen, 34th	1	Smith Randle-Trejo (Alt.)	Action Required		
State Senator Ling Ling Chang 29th	1	Jabbar Randle-Trejo (Alt.)	Action Required		
U.S. Senator Kamala Harris	1	Jabbar Randle-Trejo (Alt.)	Action Required		
U.S. Senator Dianne Feinstein	1	Randle-Trejo Jabbar (Alt.)	Action Required		
State Assembly Sharon Quirk-Silva, 65th	1	Piercy O'Neal (Alt.)	Action Required		

Anaheim Union High School District
 2019 Committee Representation

Legislative Contacts and Districts:	Number of Positions	Current Appointee	New Appointee
State Assembly Steven S. Choi, 68th	1	Jabbar Randle-Trejo (Alt.)	Action Required
State Assembly Travis Allen, 72nd	1	Piercy Smith (Alt.)	Action Required
State Assembly Tom Daly, 69th	1	Randle-Trejo Jabbar (Alt.)	Action Required
U.S. Congressman Lou Correa, 46th	1	Jabbar Randle-Trejo(Alt.)	Action Required
U.S. Congressman Alan Lowenthal, 47th	1	Piercy Jabbar (Alt.)	Action Required

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

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

RESOLUTION NO. 2018/19-B-11

December 13, 2018

Schedule of Adjustments

<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
8010-8099	Local Control/Property Tax	\$ 1,123,374.00
8100-8299	Federal Revenues	1,177,950.00
8300-8599	Other State Revenues	(2,812,954.00)
8600-8799	Other Local Revenues	636,920.00
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	<u>\$ 125,290.00</u>
 <u>Expenditure</u>		
1000-1999	Certificated Salaries	\$ (2,331,338.00)
2000-2999	Classified Salaries	753,295.00
3000-3999	Employee Benefits	465,270.00
4000-4999	Books and Supplies	695,599.00
5000-5999	Services, Other Operating	(2,523,143.00)
6000-6999	Capital Outlay	319,990.00
7100-7499	Other Outgo	2,912,439.00
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	<u>\$ 292,112.00</u>
 <u>Fund Balance Accounts</u>		
9712	Nonspendable Stores	\$ -
9713	Prepaid Expenditures	-
9740	Restricted	3,817,303.00
9780	Other Assignments	(4,985,722.00)
9789	Reserve for Economic Uncertainties	8,831.00
9790	Unappropriated Fund Balance	5,572,067.00
	Beginning Fund Balance Adjustment	(4,579,301.00)
	Increase (Decrease) to Fund Balance	<u>\$ (166,822.00)</u>

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

EXHIBIT D

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

RESOLUTION NO. 2018/19-B-12

December 13, 2018

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

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on December 13, 2018 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 13th day of December 2018, 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 13th day of December 2018.

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

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

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

RESOLUTION NO. 2018/19-B-12


December 13, 2018

Schedule of Adjustments

Object Code and Description	FUND DESCRIPTION					
	GO BOND 2014 SERIES 2015	GO BOND 2014 SERIES 2018	CAPITAL FACILITIES FUND	COUNTY SCHOOL FACILITIES	SPECIAL RESERVE	
8000 - ALL REVENUE SOURCES	\$ 12.00	\$ 625,325.00	\$ -	\$ -	\$ 351.00	\$ 549.00
1000 - CERTIFICATED SALARIES						
2000 - CLASSIFIED SALARIES	14,656.00					
3000 - EMPLOYEE BENEFITS	3,606.00					
4000 - BOOKS AND SUPPLIES						
5000 - SVCS & OTHER OPER EXP	50,000.00	30,000.00	50,000.00			
6000 - CAPITAL OUTLAY	(2,997,082.00)					
7000 - OTHER OUTGO						
INCREASE (DECREASE) TO EXPENDITURES	(2,928,820.00)	30,000.00	50,000.00			
FUND BALANCE INCREASE (DECREASE)	\$ 2,928,832.00	\$ 595,325.00	\$ (50,000.00)	\$ 351.00	\$ 549.00	\$ 549.00



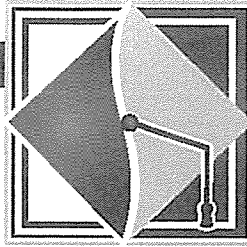
AUHSO
Anaheim Union High School District



FIRST INTERIM REPORT

2018-2019
December 2018





Date: December 13, 2018
To: Board of Trustees and Superintendent Michael Matsuda
From: Jennifer Root Ed.D., Assistant Superintendent, Business
RE: 2018-19 First Interim Budget

Background Information

Education Code (EC) Sections 3503(g), 42130, and 42131 require the Governing Board of each school district to certify at least twice a year to the district’s ability to meet its financial obligations for the remainder of that fiscal year and for the subsequent two fiscal years. This is referred to as the Interim process.

The First Interim Report for 2018-19 is due to Orange County Department of Education by December 15, 2018.

Current Considerations

For 2018-19, the certification is accompanied by three years of financial reports: the interim report for the current year plus projections for two future years (fiscal years 2019-20 and 2020-21).

The reporting schedule is shown below:

	<u>Closing Date</u>	<u>Filing Date</u>
First Interim	Oct. 31, 2018	Dec. 15, 2018
Second Interim	Jan. 31, 2019	Mar. 15, 2019

School boards are required to adopt one of the three following certifications:

Positive: A school district that, based on current projections, **will meet** its financial obligations for the **current fiscal year and two subsequent fiscal years.**

Qualified: A school district that, based on current projections, **may not** meet its financial obligations for the **current fiscal year or subsequent two fiscal years.**

Negative: A school district that, based on current projections, **will be unable** to meet its financial obligations for the **current fiscal year or subsequent fiscal year.**

Focus on the General Fund

This interim report focuses on the General Fund, the main operating fund of the District. With the General Fund, the focus is on the unrestricted, as opposed to the restricted or categorical portion. The State Report submitted to the county office is included in this document stating with Section IX.

Summary

Based on the realization of certain revenue and expenditure assumptions, the Board would be justified to adopt a **positive certification** that the District will be able to meet its financial obligations for this fiscal year and two subsequent years.

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2018-19 First Interim

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- II. Revenue Considerations
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- IV. Local Control Accountability Plan
- V. Financial Analysis
- VI. District Reserves
- VII. Multi-Year Projections
- VIII. Budget Stabilization Plan
- IX. State Forms

Section I
2018-19
Budget Assumptions

Summary of First Interim Budget Assumptions

Amount represents per-student level of funding:

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Estimated Funded ADA	\$10,932.39	\$11,267.79	\$11,534.10	\$11,927.53
Decrease in Funded ADA	(224)	(472)*	(376)	(183)

Prior Year Base Revenue

% Increase per Student	7.40%	3.07%	2.36%	3.41%
Revenue Increase per Student	\$753.44	\$335.40	\$266.31	\$393.43

*The decrease in funded ADA was due to a decline of 416 ADA, a decrease of Saturday Academy ADA of 59, and prior year funded adjustment of 3 ADA.

First Interim Budget Assumptions Summary – Continued

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
<u>Restricted Program (COLA)</u>				
State Programs	2.71%	2.57%	2.67%	3.42%
Special Programs	2.71%	2.57%	2.67%	3.42%
LCFF	3.70%*	2.57%	2.67%	3.42%
<u>Lottery (per ADA)</u>				
Unrestricted	\$151.00	\$151.00	\$151.00	\$151.00
Prop 98	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
<u>General Fund Contributions</u>				
Special Education	As Budgeted	Plus \$0.5 million	Plus \$0.4 million	Plus \$0.5 million
<u>Step, Column, and Longevity</u>				
Incremental Cost	As Budgeted	\$2.9 million	\$2.9 million	\$2.9 million
<u>Health and Welfare Benefits</u>				
Incremental Contributions	As Budgeted	\$3.7 million	\$3.8 million	\$3.6 million
Change in Teacher Staffing Growth(Decline)	As Budgeted	(12)	(6)	(41.2)**
Interest Income	1.08%	1.08%	1.08%	1.08%

* Includes statutory COLA of 2.71% plus an additional 0.99% represented by an \$570 million appropriated above LCFF targets

** Reduction of 15 for declining enrollment and 26.2 for conclusion of student load MOU

Section II

Revenue Considerations

Local Control Funding Formula (LCFF):

- The Local Control Funding Formula (LCFF) was adopted in the 2013-14 State Budget Act under Assembly Bill (AB) 97. With the implementation of the LCFF Model, the State permanently consolidated the 40 plus categorical programs with the base revenue limit to create a new funding base. In the initial year, Governor Brown established a plan for the model to be fully implemented over an eight-year period. For 2018-19 LCFF is fully implemented at 100.00%.
- LCFF takes into consideration differentiated funding by grade spans. Targeted average-daily-attendance (ADA) allocations also include additional augmentations for the Grade Span Adjustment program for Career Technical Education (9-12 CTE).
- The funding formula establishes additional grants designated to improve or increase services to students of need.
- Compared to the prior funding model (Base Revenue Limit), the same principles apply in the LCFF Model with funding being tied to generated ADA and funding is based on higher of current or prior year ADA total. The conventional method of projecting ADA consists of adjusting enrollment projections by prior year absenteeism rate. According to apportionment funding law, the higher number between the current and prior year ADA is used for LCFF funding purposes. Funded ADA for 2017-18 was 29,501 and funded ADA is projected at 29,279 for the current budget year.
- For the budget year, LCFF revenues are projected at \$323,535,251 million, an increase of \$20,017,592 million over the prior year. Components of revenues include the following:
 - ✓ \$98,970,286 million in property taxes (based on data provided by the Orange County Assessor's Office)
 - ✓ \$40,783,947 million from the Education Protection Account (EPA)

Other Programs:

- Unrestricted Lottery revenue (non-Proposition 20) is budgeted at \$4,595,859 million, a decrease of \$158,501 from prior year. Program funding is computed at \$151 per unit of annual ADA.
- Restricted Lottery revenue (Proposition 20) is budgeted at \$1,613,116 million, a decrease of \$204,633 from prior year. Program funding is computed at \$53 per unit of annual ADA.
- Interest earnings are budgeted at \$700,000, assuming the following:
 - ✓ 1.81% interest rate on an average daily cash balance of \$77.4 million

Section III
Expenditure Considerations

Personnel Costs Additions/Deletions to Unrestricted General Fund

Salary Calculations:

- In 2017-18 fiscal year, the Board of Trustees and ASTA reached agreement, approved at the April 12, 2018, Board meeting, authorizing a 1% salary increase. On June 14, 2018, the Board of Trustees, APGA, and ALTA reached agreement authorizing a 1% salary agreement increase.

In the 2018-19 fiscal year, the Board of Trustees and ASFCME reached agreement for the 2017-18 fiscal year, approved at the October 11, 2018, Board meeting, authorizing a 1% salary agreement increase, and additional ranges were added to the salary schedule effective January 1, 2018, through June 30, 2021, effecting 71 positions. Effective July 1, 2021, the 71 positions will revert back to their previous range as of December 31, 2017.

Agreements for MMA and CSEA, containing a proposed 1% salary increase, 16 additional CSEA positions for three years, January 1, 2019, through December 31, 2021, and a two-week increase in the Registrar/Records work year will be presented to the Board of Trustees at the December 13, 2018, Board meeting for consideration.

- Salary projections incorporate added costs for step, column, and longevity as follows:

<u>Fiscal Year</u>	<u>Total Amount</u>
2018-19	As Budgeted
2019-20	\$2.9M
2020-21	\$2.9M

STRS and PERS Rates Increase:

STRS	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
New Rate	10.73%	12.58%	14.43%	16.28%	18.13%	19.10%	18.60%
PERS	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
New Rate	11.847%	13.888%	15.531%	18.062%	20.70%	23.40%	24.60%

Increase for STRS for 2019-20 and 2020-21 is \$2.9 million and \$1.5 million respectively. Increase for PERS for 2019-20 and 2020-21 is \$1.6 million and \$1.1 million respectively.

Contribution for Health and Welfare Benefits

- In September 2018, the District reached a MOU with the five associations on raising the super blend composite from \$15,759 to \$16,078 for the 2019 cap.

Contributions to Statutory Benefits are Budgeted as Follows:

▪ State Teachers Retirement System (STRS)	16.280%
▪ Public Employee Retirement System (PERS)	18.062%
▪ OASDI (Social Security for School Sector)	6.200%
▪ Medicare	1.450%
▪ State Unemployment Insurance (SUI)	0.050%
▪ Workers' Compensation Premium	2.4258%

Note: In addition to salary costs, the added contribution for statutory benefits is equal to 20.2058% for certificated staff and 28.1878% for classified personnel subject to PERS.

Projected Certificated Personnel Staffing Ratios:

Grade Level	Enrollment	Student/Teacher Ratios
Seventh through Eighth	9,874	31.5:1
Ninth through Twelfth	20,417	32:1
Total	30,291	

Noteworthy Expenditures in General Fund Unrestricted:

- Restricted Routine Maintenance Account (RRMA) contribution is budgeted at \$12.2 million.
- Indirect support charges (charges to other programs and funds of the District):
 - ✓ Categorical Programs \$1.1 million

The District's indirect rate for 2018-19 is 5.75%. This rate is applicable for most categorical programs.

- Liability and property damage insurance in the General Fund is budgeted for \$2.1 million.
- Utility, postage, and other operating costs are budgeted at \$8.3 million. For the budget year, projections incorporated rate changes and demand charges. Telephone, postage, and internet are budgeted at \$1.1 million; natural gas for \$360,000; lights and power for \$4.9 million; waste disposal for \$691,000; and water for \$1.2 million.

Contributions from the General Fund:

- Contributions to restricted programs will increase from \$48.7 million to \$54.9 million, a difference of \$6.2 million.
- Contributions for Special Education are budgeted at \$42.6 million.

Section IV
Local Control Accountability Plan

Overview:

- The basis of the funding reform was to provide additional augmentations to base fund amounts specifically designated to increase and improve services for the students with the greatest needs. The Governor's policy goal was to simplify education funding while increasing accountability and transparency.
- Another component of the funding reform included the creation of supplemental and concentration grants that are designated to provide increased and improved services to low-income students, English learner students, and foster youths. The funding is tied to unduplicated pupil counts of respective populations. The Supplemental Grant provides a 20% stipend while the Concentration Grant generates an additional 50% stipend for the served population above 55%. The Supplemental and Concentration Grants are funded on a three-year rolling average of the number of students who are eligible for Free and Reduced Lunch, identified as Foster Youth, and/or English Language Learners. In 2018-19 AUHSD projects having 72.84% unduplicated students.
- Effective in 2014-15, Districts are now required under the new LCFF Model to adopt a Local Control Accountability Plan (LCAP) concurrently with the district's spending plan that complies with the State Priorities (8) as adopted by the State Board of Education. Accordingly, the LCAP will be approved at the June 20th Board Meeting.
- Integral feedback was gathered through survey instruments and a series of District meetings with various stakeholders. Consequently, the District's Strategic Plan was updated to integrate the following three goal areas in accordance with the State Board of Education:
 - ✓ All students will demonstrate college, career, and life readiness and success.
 - ✓ Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
 - ✓ Provide and nurture a safe, reflective, responsive, and positive school culture.

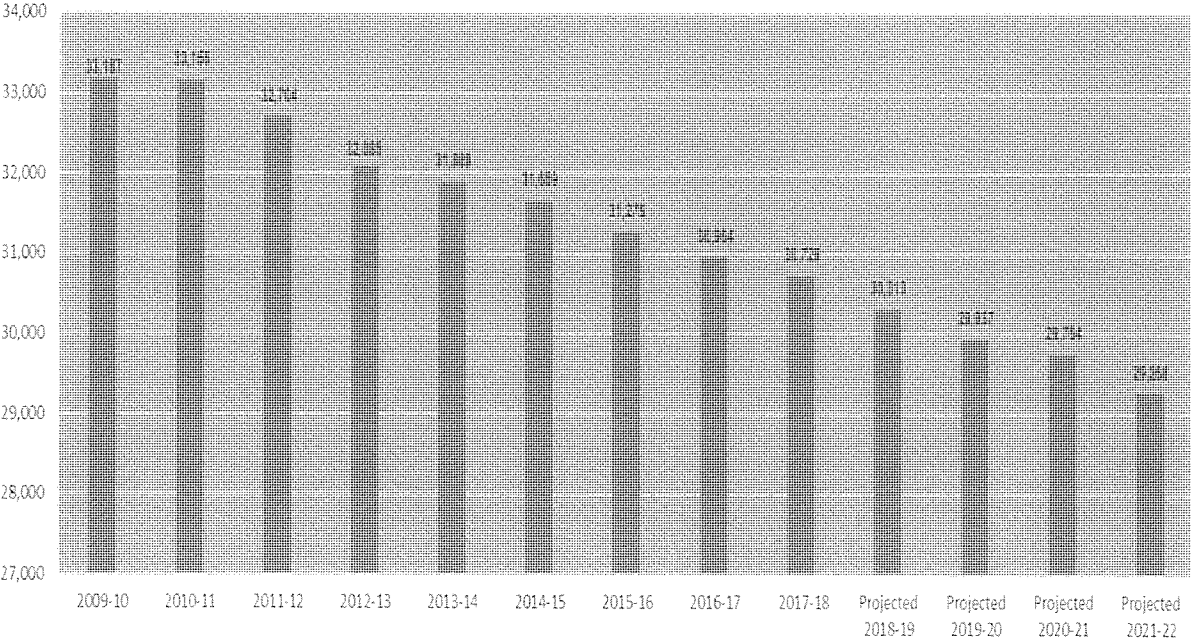
Section V

Financial Analysis

Student Enrollment Trends:

- The Adopted Budget includes projections based on recent trends in enrollment and enrollment information from our feeder districts. Multi-year projections have been updated accordingly.

Enrollment Projections



- Districts in Southern California started realizing a decline in student population as early as 2001-02. For Anaheim Union High School District, enrollment decline did not materialize until the 2009-10 fiscal year. There is a multitude of reasons for the enrollment decline. Primarily, the enrollment decline is due to charter schools, affordable housing, and lower birth rates.
- It is difficult to gauge when enrollment trends will stabilize. As shown on the chart on the previous page, the District is expected to realize declines in student enrollment minimally through 2021-22. If the anticipated projections were to materialize, the cumulative decline in enrollment from 2011-12 to 2021-22 would reach a loss of 3,436 students.

ANAHEIM UNION HIGH SCHOOL DISTRICT
 VARIOUS FUNDS
 AS OF OCTOBER 31, 2018

DEFERRED MAINTENANCE FUND (Fund 14)

Cash Balance	\$	5,204,835
Due From General Fund		-
Revenues		16,181
Expenditures		568
Budgeted Ending Balance		1,537,222

GO BOND 2014 SERIES 2015 (Fund 24)

Cash Balance		4,633,795
Revenues		62,853
Expenditures		10,875,806
Budgeted Ending Balance		605,514

GO BOND 2014 SERIES 2018 (Fund 26)

Cash Balance		82,987,606
Revenues		586,799
Expenditures		12,690
Budgeted Ending Balance		1,343,556

CAPITAL FACILITIES FUND (Fund 25)

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

Cash Balance		8,837,275
Cash with Fiscal Agent		4,659,764
Developer fees		393,222
Interfund Transfers In		-
Expenditures		71,092
Budgeted Ending Balance		8,818,045

CAPITAL FACILITIES AGENCY RDA (Fund 45)

Cash Balance		11,881,121
Due From General Fund		-
Revenues		57,957
Expenditures		2,088,007
Budgeted Ending Balance		4,681,769

COUNTY SCHOOL FACILITIES FUND (Fund 35)

This fund is being used to account for the state funds awarded for construction at school sites.

Cash Balance		559
Revenues		354
Expenditures		0
Budgeted Ending Balance		981

ANAHEIM UNION HIGH SCHOOL DISTRICT
 VARIOUS FUNDS
 AS OF OCTOBER 31, 2018

SPECIAL RESERVE FUND (Fund 40)

Cash Balance	24,600
Revenues	549
Expenditures	-
Budgeted Ending Balance	24,600

SPECIAL RESERVE 2017 COP PROJECT FUND (Fund 41)

Cash Balance	29,814,802
Cash with Fiscal Agent	1,453
Revenues	1,380,616
Expenditures	1,660,771
Budgeted Ending Balance	478,629

SELF-INSURANCE FUND

WORKER'S COMPENSATION FUND (Fund 68)

Cash Balance	526,891
Cash with Fiscal Agent	400,000
Revenues	7,180
Expenditures	20,085
Budgeted Ending Balance	350,980

HEALTH AND WELFARE FUND (Fund 69)

Cash Balance	20,545,015
Due From General Fund	-
Cash with Fiscal Agent	2,800,000
Revenues	19,753,170
Expenditures	18,678,476
Budgeted Ending Balance	16,316,139

CAFETERIA FUND (Fund 13)

(as of September 30, 2018)

Cash Balance	6,704,853
Revenues	4,516,575
Expenditures	4,888,043
Budgeted Ending Balance	8,701,189

Section VI
District Reserves

Unrestricted Fund Balance:

- The beginning fund balance for the budget year is \$77.4 million.
- The ending fund balance is projected to be \$85 million, an increase of \$7.6 million.
- Components of the fund balance are as follow:
 - ✓ Necessary reserve (non-spendable) for revolving cash account is \$155,000 and \$450,000 for warehouse inventory.
 - ✓ The State mandatory 3% Economic Uncertainty Reserve is earmarked at \$12.2 million.
 - ✓ The other assigned amount of the District reserves is budgeted at \$32.2 million.
 - ✓ The unassigned/unappropriated amount of the District reserves is budgeted at \$40 million.

Restricted Fund Balance:

- The District receives funding that is designated by the grantee to be utilized for a specific purpose. Generally, these funds are to supplement District Baseline Programs and cannot be used to pay for general operating costs. As part of the audit process, the District contracts with a certified public accountant firm to audit District accounting records to ensure compliance with guidelines from granting agencies.
- The Beginning Fund Balance is reported at \$13.2 million.
- The Ending Fund Balance is estimated to be \$5.8 million.

Restricted for Economic Uncertainties:

- Per Education Code Section 42124(a)(2)(B), districts that propose to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties (REU) must provide the following information:
 - Minimum REU level required: \$12,173,456
 - Amount of assigned ending fund balance: \$32,222,833
 - Amount of unassigned ending fund balance: \$39,995,602

Section VII
Multi-Year Projections
(2019-20, 2020-21, and 2021-22)

Budget Assumptions for 2019-20:

The projections are contingent using baseline data from 2018-19 plus relevant major changes itemized below:

Revenue Revisions

- Decline in funded ADA by 472
(Includes a decrease of Saturday Academy ADA of 59 and prior year funded adjustment of 2 ADA)
- LCFF Gap Funding is budgeted at 100.00%
- Unduplicated pupil percentage 73.30%
- Unduplicated pupil percentage three year rolling average 73.82%
- COLA of 2.57%

Expenditure Revisions

- Reduction of 12 FTE in certificated staffing, enrollment decline.
- Cost increases for operating costs
 - ✓ Step increases for Step, Column, and Longevity \$2.9 million
 - ✓ Increase in STRS & PERS rates, \$2.9 million and \$1.6 million respectively
 - ✓ Increase in Health and Welfare Benefits
- Added General Fund contributions
 - ✓ Special Education
 - ✓ Routine Repair & Maintenance

Reserve for Economic Uncertainty (REU)

- Minimum REU level required: \$12,065,690
- Amount of assigned ending fund balance: \$30,624,130
- Amount of unassigned ending fund balance: \$39,680,314

Budget Assumptions for 2020-21:

The projections are contingent using baseline data from 2019-20, plus relevant major changes itemized below:

Revenue Revisions

- Decline in funded ADA by 376
- LCFF Gap Funding is budgeted at 100.00%
- Unduplicated pupil percentage 73.30%
- Unduplicated pupil percentage three year rolling average 73.38%
- COLA of 2.67%

Expenditure Revisions

- Reduction of 6 FTE in certificated staffing, enrollment decline.
- Cost increases for operating costs
 - ✓ Step increases for Step, Column, and Longevity \$2.9 million
 - ✓ Increase in STRS & PERS rates, \$1.5 million and \$1.1 million respectively
 - ✓ Increase in Health & Welfare Benefits
- Added General Fund contributions
 - ✓ Special Education
 - ✓ Routine Repair & Maintenance

Reserve for Economic Uncertainty (REU)

- Minimum REU level required: \$12,206,260
- Amount of assigned ending fund balance: \$29,521,181

Amount of unassigned ending fund balance: \$32,863,211

Budget Assumptions for 2021-22:

The projections are contingent using baseline data from 2020-21, plus relevant major changes itemized below:

Revenue Revisions

- Decline in funded ADA by 183
- LCFF Gap Funding is budgeted at 100.00%
- Unduplicated pupil percentage 73.29%
- Unduplicated pupil percentage three year rolling average 73.30%
- COLA of 3.42%

Expenditure Revisions

- Reduction of 15 FTE in certificated staffing, enrollment decline, and 26.2 FTE due to increase in class load per ASTA 2017-18 agreement ending June 2021.
- Cost increases for operating costs
 - ✓ Step increases for Step, Column, and Longevity \$2.9 million
 - ✓ Decrease in STRS rate of \$0.2 million and increase in PERS rate \$0.5 million
 - ✓ Increase in Health & Welfare Benefits
- Added General Fund contributions
 - ✓ Special Education
 - ✓ Routine Repair & Maintenance

Reserve for Economic Uncertainty (REU)

- Minimum REU level required: \$12,168,691
- Amount of assigned ending fund balance: \$32,287,451
- Amount of unassigned ending fund balance: \$32,125,249

Projections for the General Fund:

Summarized in the chart below is a recap of projected revenues, expenditures, and fund balance totals for the current year and subsequent three years. These totals incorporate revenues, expenditures, and reserves for the General Fund.

	Proposed Budget 2018-19	Projected 2019-20	Projected 2020-21	Projected 2021-22
Beginning Fund Balance	\$ 90,578,052	\$ 90,829,194	\$ 84,350,447	\$ 76,570,965
Audit Adjustment	-	-	-	-
Fund Balance	\$ 90,578,052	\$ 90,829,194	\$ 84,350,447	\$ 76,570,965
Annual Revenues (includes other financial sources)	\$ 406,027,404	\$ 395,710,931	\$ 399,095,855	\$ 407,613,764
Annual Expenditures (includes other financing)	\$ 405,776,262	\$ 402,189,678	\$ 406,875,337	\$ 405,623,025
Change in Fund Balance	\$ 251,142	\$ (6,478,747)	\$ (7,779,482)	\$ 1,990,739
Projected Ending Fund Balance	\$ 90,829,194	\$ 84,350,447	\$ 76,570,965	\$ 78,561,704
I. Unavailable Reserves:				
1) Nonspendable				
a. Revolving Cash	\$ 155,000	\$ 155,000	\$ 155,000	\$ 155,000
b. Inventory	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000
c. Prepaid Expenses	\$ -	\$ -	\$ -	\$ -
2) Restricted Balances	\$ 5,832,303	\$ 1,375,313	\$ 1,375,313	\$ 1,375,313
3) Assigned	\$ 32,222,833	\$ 30,624,130	\$ 29,521,181	\$ 32,287,451
II Total Unrestricted Fund Balance	\$ 52,169,058	\$ 51,746,004	\$ 45,069,471	\$ 44,293,940
1) Reserves for Economic Uncertainty (3%)	\$ 12,173,456	\$ 12,065,690	\$ 12,206,260	\$ 12,168,691
2) Available Reserves:	\$ 39,995,602	\$ 39,680,314	\$ 32,863,211	\$ 32,125,249
III. Available Reserves (Unrestricted Funds)	12.86%	12.87%	11.08%	10.92%

Section VIII
Budget Stabilization Plan

Overview:

The 2016-17 Adopted Budget for Anaheim Union High School District (AUHSD) indicated that the District was engaged in a pattern of deficit spending that would result in a shortfall of \$8.6m at the end of the 2019-20 fiscal year. Based on this projection the Orange County Department of Education required that the District create a Budget Stabilization Plan as a part of its Second Interim Report in March 2017.

In the Fall of 2016, Cabinet engaged in a process to ascertain where reductions could be made. At a Principal's Meeting, an interactive process was done where principals and directors identified areas for preservation and areas for potential reduction. Each participant was then asked to designate which areas identified for reduction were most important to meet the goals for AUHSD. Cabinet then invited leadership from each of our associations to participate in this process.

Based upon the feedback from each of the stakeholder groups, the Budget Stabilization Plan was created indicating potential reductions in 2016-17, 2017-18, 2018-19, and 2019-20. This plan was presented to the Board of Trustees at a Board Study Session in February 2017 and adopted as a part of the Second Interim Report in March 2017.

The Budget Stabilization Plan should be viewed as a fluid document that provides a roadmap of needed reductions to allow AUHSD to move towards the implementation of a balanced budget. At each budget update (Adopted Budget, First Interim Report, and Second Interim Report) the Budget Stabilization Plan will continue to be updated to indicate changes and progress towards reductions and presented to the Board of Trustees for review.

Section IX State Forms

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

Signed: _____ Date: _____
District Superintendent or Designee

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

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

Meeting Date: December 13, 2018 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Jennifer Root Telephone: (714) 999-3555
Title: Assistant Superintendent, Business E-mail: root_j@auhsd.us

Criteria and Standards Review Summary

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

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

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

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

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2017-18) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

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

2018-19 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	322,411,877.00	322,411,877.00	67,111,082.79	323,535,251.00	1,123,374.00	0.3%
2) Federal Revenue		8100-8299	20,626,956.00	20,626,956.00	2,556,820.59	21,804,906.00	1,177,950.00	5.7%
3) Other State Revenue		8300-8599	53,735,614.00	53,735,614.00	10,186,815.02	50,922,660.00	(2,812,954.00)	-5.2%
4) Other Local Revenue		8600-8799	9,127,667.00	9,127,667.00	2,056,577.60	9,764,587.00	636,920.00	7.0%
5) TOTAL, REVENUES			405,902,114.00	405,902,114.00	81,911,296.00	406,027,404.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	156,881,180.00	156,881,180.00	45,339,415.94	154,549,842.00	2,331,338.00	1.5%
2) Classified Salaries		2000-2999	56,673,996.00	56,673,996.00	11,879,939.16	57,427,291.00	(753,295.00)	-1.3%
3) Employee Benefits		3000-3999	114,510,140.00	114,510,140.00	31,113,070.96	114,975,410.00	(465,270.00)	-0.4%
4) Books and Supplies		4000-4999	23,530,939.00	23,530,939.00	4,519,029.74	24,226,538.00	(695,599.00)	-3.0%
5) Services and Other Operating Expenditures		5000-5999	38,816,973.00	38,816,973.00	8,766,199.57	36,293,830.00	2,523,143.00	6.5%
6) Capital Outlay		6000-6999	6,736,781.00	6,736,781.00	155,420.10	7,056,771.00	(319,990.00)	-4.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	6,834,141.00	6,834,141.00	2,268,771.04	9,746,580.00	(2,912,439.00)	-42.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			403,984,150.00	403,984,150.00	104,041,846.51	404,276,262.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,917,964.00	1,917,964.00	(22,130,550.51)	1,751,142.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,500,000.00)	(1,500,000.00)	0.00	(1,500,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			417,964.00	417,964.00	(22,130,550.51)	251,142.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	85,998,751.00	85,998,751.00		90,578,052.00	4,579,301.00	5.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			85,998,751.00	85,998,751.00		90,578,052.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			85,998,751.00	85,998,751.00		90,578,052.00		
2) Ending Balance, June 30 (E + F1e)			86,416,715.00	86,416,715.00		90,829,194.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	155,000.00	155,000.00		155,000.00		
Stores		9712	450,000.00	450,000.00		450,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
MMA Potential 1% Raise (17-18/18-19)	0000	9780				56,286.00		
17-18 One-Time Discretionary Funds	0000	9780				750,000.00		
CSEA Potential 1% Raise (17-18/18-19)	0000	9780				1,398,231.00		
17-18 Supplemental/Concentration C/C	0000	9780				1,627,631.00		
18-19 Supplemental/Concentration C/C	0000	9780				1,917,150.00		
18-19 One-Time Discretionary Funds	0000	9780				4,300,079.00		
16-17 One-Time Discret. Funds-Textbr	0000	9780				10,000,000.00		
Additional 3% Reserve	0000	9780				12,173,456.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	12,164,625.00	12,164,625.00		12,173,456.00		
Unassigned/Unappropriated Amount		9790	34,423,535.00	34,423,535.00		39,995,602.00		

2018-19 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment State Aid - Current Year		8011	188,106,942.00	188,106,942.00	50,381,771.44	183,781,018.00	(4,325,924.00)	-2.3%
Education Protection Account State Aid - Current Year		8012	40,836,384.00	40,836,384.00	12,841,979.00	40,783,947.00	(52,437.00)	-0.1%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	354,831.00	354,831.00	0.00	351,632.00	(3,199.00)	-0.9%
Timber Yield Tax		8022	5.00	5.00	0.00	8.00	3.00	60.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	59,840,593.00	59,840,593.00	0.00	63,591,044.00	3,750,451.00	6.3%
Unsecured Roll Taxes		8042	1,778,035.00	1,778,035.00	1,162,823.87	1,830,648.00	52,613.00	3.0%
Prior Years' Taxes		8043	712,472.00	712,472.00	678,720.55	706,161.00	(6,311.00)	-0.9%
Supplemental Taxes		8044	4,223,259.00	4,223,259.00	1,148,172.57	4,498,114.00	274,855.00	6.5%
Education Revenue Augmentation Fund (ERAF)		8045	21,113,834.00	21,113,834.00	897,613.36	21,727,686.00	613,852.00	2.9%
Community Redevelopment Funds (SB 617/699/1992)		8047	5,445,522.00	5,445,522.00	0.00	6,264,993.00	819,471.00	15.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			322,411,877.00	322,411,877.00	67,111,080.79	323,535,251.00	1,123,374.00	0.3%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	2.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			322,411,877.00	322,411,877.00	67,111,082.79	323,535,251.00	1,123,374.00	0.3%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	5,267,191.00	5,267,191.00	0.00	5,267,191.00	0.00	0.0%
Special Education Discretionary Grants		8182	340,032.00	340,032.00	0.00	337,750.00	(2,282.00)	-0.7%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	9,360,383.00	9,360,383.00	1,772,865.27	9,484,786.00	124,403.00	1.3%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290	1,478,386.00	1,478,386.00	270,771.67	1,478,386.00	0.00	0.0%

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Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Education Program	4201	8290	57,266.00	57,266.00	17,096.40	57,266.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	672,000.00	672,000.00	81,571.22	654,027.00	(17,973.00)	-2.7%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127, 5510, 5630	8290	0.00	0.00	0.00	578,829.00	578,829.00	New
Career and Technical Education	3500-3599	8290	532,422.00	532,422.00	0.00	532,422.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	2,919,276.00	2,919,276.00	414,516.03	3,414,249.00	494,973.00	17.0%
TOTAL, FEDERAL REVENUE			20,626,956.00	20,626,956.00	2,556,820.59	21,804,906.00	1,177,950.00	5.7%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	14,350,000.00	14,350,000.00	4,127,441.35	14,350,000.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	925,000.00	925,000.00	596,321.00	925,000.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	11,499,205.00	11,499,205.00	0.00	5,760,944.00	(5,738,261.00)	-49.9%
Lottery - Unrestricted and Instructional Materials		8560	5,905,806.00	5,905,806.00	287,483.09	6,208,975.00	303,169.00	5.1%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	776,877.00	776,877.00	475,797.80	731,997.00	(44,880.00)	-5.8%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	3,480,095.00	3,480,095.00	3,996,520.66	3,996,521.00	516,426.00	14.8%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	591,755.00	591,755.00	1,024.48	572,779.00	(18,976.00)	-3.2%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	16,206,876.00	16,206,876.00	702,226.64	18,376,444.00	2,169,568.00	13.4%
TOTAL, OTHER STATE REVENUE			53,735,614.00	53,735,614.00	10,186,815.02	50,922,660.00	(2,812,954.00)	-5.2%

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OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	50,000.00	50,000.00	1,529.90	50,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	20,000.00	20,000.00	8,913.45	20,000.00	0.00	0.0%
Sale of Publications		8632	15,000.00	15,000.00	6,006.69	15,000.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	229,600.00	229,600.00	128,435.07	254,600.00	25,000.00	10.9%
Interest		8660	700,000.00	700,000.00	365,649.72	700,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	1,396.94	1,397.00	1,397.00	New
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	79,440.00	86,102.00	86,102.00	New
Transportation Fees From Individuals		8675	900,000.00	900,000.00	134,191.00	900,000.00	0.00	0.0%
Interagency Services		8677	1,971,800.00	1,971,800.00	24,150.32	1,895,096.00	(76,704.00)	-3.9%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	3,894,784.00	3,894,784.00	1,170,381.37	4,495,909.00	601,125.00	15.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	1,346,483.00	1,346,483.00	136,483.14	1,346,483.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9,127,667.00	9,127,667.00	2,056,577.60	9,764,587.00	636,920.00	7.0%
TOTAL, REVENUES			405,902,114.00	405,902,114.00	81,911,296.00	406,027,404.00	125,290.00	0.0%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	133,387,095.00	133,387,095.00	37,426,047.07	130,179,659.00	3,207,436.00	2.4%
Certificated Pupil Support Salaries		1200	10,349,698.00	10,349,698.00	3,598,130.15	10,472,736.00	(123,038.00)	-1.2%
Certificated Supervisors' and Administrators' Salaries		1300	11,929,053.00	11,929,053.00	3,822,098.37	12,680,149.00	(751,096.00)	-6.3%
Other Certificated Salaries		1900	1,215,334.00	1,215,334.00	493,140.35	1,217,298.00	(1,964.00)	-0.2%
TOTAL, CERTIFICATED SALARIES			156,881,180.00	156,881,180.00	45,339,415.94	154,549,842.00	2,331,338.00	1.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	17,453,239.00	17,453,239.00	2,773,487.86	17,573,953.00	(120,714.00)	-0.7%
Classified Support Salaries		2200	19,432,708.00	19,432,708.00	4,472,116.04	19,903,844.00	(471,136.00)	-2.4%
Classified Supervisors' and Administrators' Salaries		2300	3,017,798.00	3,017,798.00	781,045.05	3,107,925.00	(90,127.00)	-3.0%
Clerical, Technical and Office Salaries		2400	16,770,251.00	16,770,251.00	3,853,290.21	16,841,569.00	(71,318.00)	-0.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			56,673,996.00	56,673,996.00	11,879,939.16	57,427,291.00	(753,295.00)	-1.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	38,073,408.00	38,073,408.00	4,864,000.90	38,470,509.00	(397,101.00)	-1.0%
PERS		3201-3202	10,100,483.00	10,100,483.00	2,145,695.88	10,094,223.00	6,260.00	0.1%
OASDI/Medicare/Alternative		3301-3302	6,781,523.00	6,781,523.00	1,598,157.34	6,839,278.00	(57,755.00)	-0.9%
Health and Welfare Benefits		3401-3402	48,680,228.00	48,680,228.00	16,243,452.67	48,680,228.00	0.00	0.0%
Unemployment Insurance		3501-3502	106,945.00	106,945.00	18,068.68	106,320.00	625.00	0.6%
Workers' Compensation		3601-3602	5,173,174.00	5,173,174.00	2,237,590.48	5,139,437.00	33,737.00	0.7%
OPEB, Allocated		3701-3702	2,331,017.00	2,331,017.00	751,493.01	2,382,053.00	(51,036.00)	-2.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,263,362.00	3,263,362.00	3,254,612.00	3,263,362.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			114,510,140.00	114,510,140.00	31,113,070.96	114,975,410.00	(465,270.00)	-0.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	7,861,230.00	7,861,230.00	2,769,129.65	8,350,341.00	(489,111.00)	-6.2%
Books and Other Reference Materials		4200	122,958.00	122,958.00	93,676.08	191,613.00	(68,655.00)	-55.8%
Materials and Supplies		4300	13,534,612.00	13,534,612.00	1,428,942.19	13,250,014.00	284,598.00	2.1%
Noncapitalized Equipment		4400	2,012,139.00	2,012,139.00	227,281.82	2,434,570.00	(422,431.00)	-21.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			23,530,939.00	23,530,939.00	4,519,029.74	24,226,538.00	(695,599.00)	-3.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	4,166,793.00	4,166,793.00	0.00	4,122,974.00	43,819.00	1.1%
Travel and Conferences		5200	763,530.00	763,530.00	285,589.99	874,221.00	(110,691.00)	-14.5%
Dues and Memberships		5300	144,753.00	144,753.00	75,658.36	185,509.00	(40,756.00)	-28.2%
Insurance		5400-5450	2,113,333.00	2,113,333.00	1,807,298.35	2,135,346.00	(22,013.00)	-1.0%
Operations and Housekeeping Services		5500	7,161,000.00	7,161,000.00	2,173,434.45	7,221,000.00	(60,000.00)	-0.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,406,768.00	4,406,768.00	1,895,467.45	4,869,194.00	(462,426.00)	-10.5%
Transfers of Direct Costs		5710	0.00	0.00	422.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	18,918,554.00	18,918,554.00	2,450,277.43	15,719,286.00	3,199,268.00	16.9%
Communications		5900	1,142,242.00	1,142,242.00	78,051.54	1,166,300.00	(24,058.00)	-2.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			38,816,973.00	38,816,973.00	8,766,199.57	36,293,830.00	2,523,143.00	6.5%

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CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,037,581.00	3,037,581.00	(8,627.50)	3,054,718.00	(17,137.00)	-0.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	3,699,200.00	3,699,200.00	164,047.60	4,002,053.00	(302,853.00)	-8.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,736,781.00	6,736,781.00	155,420.10	7,056,771.00	(319,990.00)	-4.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	1,350,000.00	1,350,000.00	4,288.67	1,350,000.00	0.00	0.0%
Payments to County Offices		7142	4,083,094.00	4,083,094.00	907,782.49	3,606,446.00	476,648.00	11.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	925,000.00	925,000.00	0.00	925,000.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	1,273,953.88	3,389,087.00	(3,389,087.00)	New
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	83,709.00	83,709.00	3,956.13	83,709.00	0.00	0.0%
Other Debt Service - Principal		7439	392,338.00	392,338.00	78,789.87	392,338.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,834,141.00	6,834,141.00	2,268,771.04	9,746,580.00	(2,912,439.00)	-42.6%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			403,984,150.00	403,984,150.00	104,041,846.51	404,276,262.00	(292,112.00)	-0.1%

2018-19 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,500,000.00)	(1,500,000.00)	0.00	(1,500,000.00)	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	322,411,877.00	322,411,877.00	67,111,082.79	323,535,251.00	1,123,374.00	0.3%
2) Federal Revenue		8100-8299	2,071,169.00	2,071,169.00	217,266.63	2,644,637.00	573,468.00	27.7%
3) Other State Revenue		8300-8599	16,975,708.00	16,975,708.00	758,780.92	11,388,730.00	(5,586,978.00)	-32.9%
4) Other Local Revenue		8600-8799	5,789,510.00	5,789,510.00	1,520,498.47	6,229,722.00	440,212.00	7.6%
5) TOTAL, REVENUES			347,248,264.00	347,248,264.00	69,607,628.81	343,798,340.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	126,256,616.00	126,256,616.00	36,158,932.43	122,835,352.00	3,421,264.00	2.7%
2) Classified Salaries		2000-2999	36,447,090.00	36,447,090.00	8,121,742.35	37,134,859.00	(687,769.00)	-1.9%
3) Employee Benefits		3000-3999	75,993,743.00	75,993,743.00	23,913,868.48	75,376,200.00	617,543.00	0.8%
4) Books and Supplies		4000-4999	16,046,050.00	16,046,050.00	1,120,602.15	15,675,378.00	370,672.00	2.3%
5) Services and Other Operating Expenditures		5000-5999	21,978,445.00	21,978,445.00	6,191,602.12	19,376,773.00	2,601,672.00	11.8%
6) Capital Outlay		6000-6999	3,255,200.00	3,255,200.00	134,374.07	3,558,053.00	(302,853.00)	-9.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	5,484,141.00	5,484,141.00	2,264,482.37	8,396,580.00	(2,912,439.00)	-53.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,061,435.00)	(1,061,435.00)	(306,290.93)	(1,112,484.00)	51,049.00	-4.8%
9) TOTAL, EXPENDITURES			284,399,850.00	284,399,850.00	77,599,313.04	281,240,711.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			62,848,414.00	62,848,414.00	(7,991,684.23)	62,557,629.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(53,937,387.00)	(53,937,387.00)	0.00	(54,938,246.00)	(1,000,859.00)	1.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			(53,937,387.00)	(53,937,387.00)	0.00	(54,938,246.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,911,027.00	8,911,027.00	(7,991,684.23)	7,619,383.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	75,490,688.00	75,490,688.00		77,377,508.00	1,886,820.00	2.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			75,490,688.00	75,490,688.00		77,377,508.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			75,490,688.00	75,490,688.00		77,377,508.00		
2) Ending Balance, June 30 (E + F1e)			84,401,715.00	84,401,715.00		84,996,891.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	155,000.00	155,000.00		155,000.00		
Stores		9712	450,000.00	450,000.00		450,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	37,208,555.00	37,208,555.00		32,222,833.00		
MMA Potential 1% Raise (17-18/18-19)	0000	9780				56,286.00		
17-18 One-Time Discretionary Funds	0000	9780				750,000.00		
CSEA Potential 1% Raise (17-18/18-19)	0000	9780				1,398,231.00		
17-18 Supplemental/Concentration C/C	0000	9780				1,627,631.00		
18-19 Supplemental/Concentration C/C	0000	9780				1,917,150.00		
18-19 One-Time Discretionary Funds	0000	9780				4,300,079.00		
16-17 One-Time Discret. Funds-Textbc	0000	9780				10,000,000.00		
Additional 3% Reserve	0000	9780				12,173,456.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	12,164,625.00	12,164,625.00		12,173,456.00		
Unassigned/Unappropriated Amount		9790	34,423,535.00	34,423,535.00		39,995,602.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment State Aid - Current Year		8011	188,106,942.00	188,106,942.00	50,381,771.44	183,781,018.00	(4,325,924.00)	-2.3%
Education Protection Account State Aid - Current Year		8012	40,836,384.00	40,836,384.00	12,841,979.00	40,783,947.00	(52,437.00)	-0.1%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	354,831.00	354,831.00	0.00	351,632.00	(3,199.00)	-0.9%
Timber Yield Tax		8022	5.00	5.00	0.00	8.00	3.00	60.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	59,840,593.00	59,840,593.00	0.00	63,591,044.00	3,750,451.00	6.3%
Unsecured Roll Taxes		8042	1,778,035.00	1,778,035.00	1,162,823.87	1,830,648.00	52,613.00	3.0%
Prior Years' Taxes		8043	712,472.00	712,472.00	678,720.55	706,161.00	(6,311.00)	-0.9%
Supplemental Taxes		8044	4,223,259.00	4,223,259.00	1,148,172.57	4,498,114.00	274,855.00	6.5%
Education Revenue Augmentation Fund (ERAF)		8045	21,113,834.00	21,113,834.00	897,613.36	21,727,686.00	613,852.00	2.9%
Community Redevelopment Funds (SB 617/699/1992)		8047	5,445,522.00	5,445,522.00	0.00	6,264,993.00	819,471.00	15.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			322,411,877.00	322,411,877.00	67,111,080.79	323,535,251.00	1,123,374.00	0.3%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	2.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			322,411,877.00	322,411,877.00	67,111,082.79	323,535,251.00	1,123,374.00	0.3%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Educator Quality	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Education Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	2,071,169.00	2,071,169.00	217,266.63	2,644,637.00	573,468.00	27.7%
TOTAL, FEDERAL REVENUE			2,071,169.00	2,071,169.00	217,266.63	2,644,637.00	573,468.00	27.7%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	925,000.00	925,000.00	596,321.00	925,000.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	11,499,205.00	11,499,205.00	0.00	5,760,944.00	(5,738,261.00)	-49.9%
Lottery - Unrestricted and Instructional Materials		8560	4,444,576.00	4,444,576.00	129,759.92	4,595,859.00	151,283.00	3.4%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	106,927.00	106,927.00	32,700.00	106,927.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			16,975,708.00	16,975,708.00	758,780.92	11,388,730.00	(5,586,978.00)	-32.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	20,000.00	20,000.00	8,913.45	20,000.00	0.00	0.0%
Sale of Publications		8632	15,000.00	15,000.00	6,006.69	15,000.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	229,600.00	229,600.00	128,435.07	254,600.00	25,000.00	10.9%
Interest		8660	700,000.00	700,000.00	365,649.72	700,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	1,396.94	1,397.00	1,397.00	New
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	79,440.00	86,102.00	86,102.00	New
Transportation Fees From Individuals		8675	900,000.00	900,000.00	134,191.00	900,000.00	0.00	0.0%
Interagency Services		8677	871,800.00	871,800.00	0.00	790,000.00	(81,800.00)	-9.4%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	3,053,110.00	3,053,110.00	796,465.60	3,462,623.00	409,513.00	13.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,789,510.00	5,789,510.00	1,520,498.47	6,229,722.00	440,212.00	7.6%
TOTAL, REVENUES			347,248,264.00	347,248,264.00	69,607,628.81	343,798,340.00	(3,449,924.00)	-1.0%

2018-19 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	105,414,839.00	105,414,839.00	29,415,852.24	101,791,974.00	3,622,865.00	3.4%
Certificated Pupil Support Salaries		1200	9,380,526.00	9,380,526.00	3,216,201.26	9,258,395.00	122,131.00	1.3%
Certificated Supervisors' and Administrators' Salaries		1300	10,910,379.00	10,910,379.00	3,342,252.15	11,232,147.00	(321,768.00)	-2.9%
Other Certificated Salaries		1900	550,872.00	550,872.00	184,626.78	552,836.00	(1,964.00)	-0.4%
TOTAL, CERTIFICATED SALARIES			126,256,616.00	126,256,616.00	36,158,932.43	122,835,352.00	3,421,264.00	2.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	3,177,138.00	3,177,138.00	358,583.37	3,118,740.00	58,398.00	1.8%
Classified Support Salaries		2200	15,581,574.00	15,581,574.00	3,581,652.75	16,094,427.00	(512,853.00)	-3.3%
Classified Supervisors' and Administrators' Salaries		2300	2,611,558.00	2,611,558.00	674,751.19	2,699,269.00	(87,711.00)	-3.4%
Clerical, Technical and Office Salaries		2400	15,076,820.00	15,076,820.00	3,506,755.04	15,222,423.00	(145,603.00)	-1.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			36,447,090.00	36,447,090.00	8,121,742.35	37,134,859.00	(687,769.00)	-1.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	20,245,080.00	20,245,080.00	3,435,857.21	19,660,696.00	584,384.00	2.9%
PERS		3201-3202	6,485,464.00	6,485,464.00	1,456,146.55	6,464,518.00	20,946.00	0.3%
OASDI/Medicare/Alternative		3301-3302	4,723,233.00	4,723,233.00	1,163,418.25	4,745,296.00	(22,063.00)	-0.5%
Health and Welfare Benefits		3401-3402	34,918,560.00	34,918,560.00	11,917,869.48	34,899,733.00	18,827.00	0.1%
Unemployment Insurance		3501-3502	81,352.00	81,352.00	11,632.36	79,985.00	1,367.00	1.7%
Workers' Compensation		3601-3602	3,945,675.00	3,945,675.00	1,922,839.62	3,880,557.00	65,118.00	1.7%
OPEB, Allocated		3701-3702	2,331,017.00	2,331,017.00	751,493.01	2,382,053.00	(51,036.00)	-2.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,263,362.00	3,263,362.00	3,254,612.00	3,263,362.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			75,993,743.00	75,993,743.00	23,913,868.48	75,376,200.00	617,543.00	0.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	6,400,000.00	6,400,000.00	(3,887.48)	6,403,064.00	(3,064.00)	0.0%
Books and Other Reference Materials		4200	52,180.00	52,180.00	29,318.31	70,155.00	(17,975.00)	-34.4%
Materials and Supplies		4300	8,214,160.00	8,214,160.00	903,971.96	7,717,322.00	496,838.00	6.0%
Noncapitalized Equipment		4400	1,379,710.00	1,379,710.00	191,199.36	1,484,837.00	(105,127.00)	-7.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			16,046,050.00	16,046,050.00	1,120,602.15	15,675,378.00	370,672.00	2.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	438,746.00	438,746.00	168,124.30	491,483.00	(52,737.00)	-12.0%
Dues and Memberships		5300	56,413.00	56,413.00	75,658.36	91,498.00	(35,085.00)	-62.2%
Insurance		5400-5450	2,113,333.00	2,113,333.00	1,807,298.35	2,135,346.00	(22,013.00)	-1.0%
Operations and Housekeeping Services		5500	7,161,000.00	7,161,000.00	2,173,434.45	7,221,000.00	(60,000.00)	-0.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,024,368.00	1,024,368.00	533,654.69	1,244,142.00	(219,774.00)	-21.5%
Transfers of Direct Costs		5710	(293,938.00)	(293,938.00)	(76,768.99)	(324,921.00)	30,983.00	-10.5%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,362,384.00	10,362,384.00	1,439,077.29	7,392,010.00	2,970,374.00	28.7%
Communications		5900	1,116,139.00	1,116,139.00	71,123.67	1,126,215.00	(10,076.00)	-0.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			21,978,445.00	21,978,445.00	6,191,602.12	19,376,773.00	2,601,672.00	11.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	3,255,200.00	3,255,200.00	134,374.07	3,558,053.00	(302,853.00)	-9.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,255,200.00	3,255,200.00	134,374.07	3,558,053.00	(302,853.00)	-9.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	4,083,094.00	4,083,094.00	907,782.49	3,606,446.00	476,648.00	11.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	925,000.00	925,000.00	0.00	925,000.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	1,273,953.88	3,389,087.00	(3,389,087.00)	New
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	83,709.00	83,709.00	3,956.13	83,709.00	0.00	0.0%
Other Debt Service - Principal		7439	392,338.00	392,338.00	78,789.87	392,338.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			5,484,141.00	5,484,141.00	2,264,482.37	8,396,580.00	(2,912,439.00)	-53.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(1,061,435.00)	(1,061,435.00)	(306,290.93)	(1,112,484.00)	51,049.00	-4.8%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,061,435.00)	(1,061,435.00)	(306,290.93)	(1,112,484.00)	51,049.00	-4.8%
TOTAL, EXPENDITURES			284,399,850.00	284,399,850.00	77,599,313.04	281,240,711.00	3,159,139.00	1.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments Proceeds		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(53,937,387.00)	(53,937,387.00)	0.00	(54,938,246.00)	(1,000,859.00)	1.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(53,937,387.00)	(53,937,387.00)	0.00	(54,938,246.00)	(1,000,859.00)	1.9%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(53,937,387.00)	(53,937,387.00)	0.00	(54,938,246.00)	(1,000,859.00)	1.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,555,787.00	18,555,787.00	2,339,553.96	19,160,269.00	604,482.00	3.3%
3) Other State Revenue		8300-8599	36,759,906.00	36,759,906.00	9,428,034.10	39,533,930.00	2,774,024.00	7.5%
4) Other Local Revenue		8600-8799	3,338,157.00	3,338,157.00	536,079.13	3,534,865.00	196,708.00	5.9%
5) TOTAL, REVENUES			58,653,850.00	58,653,850.00	12,303,667.19	62,229,064.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	30,624,564.00	30,624,564.00	9,180,483.51	31,714,490.00	(1,089,926.00)	-3.6%
2) Classified Salaries		2000-2999	20,226,906.00	20,226,906.00	3,758,196.81	20,292,432.00	(65,526.00)	-0.3%
3) Employee Benefits		3000-3999	38,516,397.00	38,516,397.00	7,199,202.48	39,599,210.00	(1,082,813.00)	-2.8%
4) Books and Supplies		4000-4999	7,484,889.00	7,484,889.00	3,398,427.59	8,551,160.00	(1,066,271.00)	-14.2%
5) Services and Other Operating Expenditures		5000-5999	16,838,528.00	16,838,528.00	2,574,597.45	16,917,057.00	(78,529.00)	-0.5%
6) Capital Outlay		6000-6999	3,481,581.00	3,481,581.00	21,046.03	3,498,718.00	(17,137.00)	-0.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,350,000.00	1,350,000.00	4,288.67	1,350,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,061,435.00	1,061,435.00	306,290.93	1,112,484.00	(51,049.00)	-4.8%
9) TOTAL, EXPENDITURES			119,584,300.00	119,584,300.00	26,442,533.47	123,035,551.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(60,930,450.00)	(60,930,450.00)	(14,138,866.28)	(60,806,487.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	53,937,387.00	53,937,387.00	0.00	54,938,246.00	1,000,859.00	1.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			52,437,387.00	52,437,387.00	0.00	53,438,246.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(8,493,063.00)	(8,493,063.00)	(14,138,866.28)	(7,368,241.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	10,508,063.00	10,508,063.00		13,200,544.00	2,692,481.00	25.6%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,508,063.00	10,508,063.00		13,200,544.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,508,063.00	10,508,063.00		13,200,544.00		
2) Ending Balance, June 30 (E + F1e)			2,015,000.00	2,015,000.00		5,832,303.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	2,015,000.00	2,015,000.00		5,832,303.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	5,267,191.00	5,267,191.00	0.00	5,267,191.00	0.00	0.0%
Special Education Discretionary Grants		8182	340,032.00	340,032.00	0.00	337,750.00	(2,282.00)	-0.7%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	9,360,383.00	9,360,383.00	1,772,865.27	9,484,786.00	124,403.00	1.3%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290	1,478,386.00	1,478,386.00	270,771.67	1,478,386.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Education Program	4201	8290	57,266.00	57,266.00	17,096.40	57,266.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	672,000.00	672,000.00	81,571.22	654,027.00	(17,973.00)	-2.7%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127, 5510, 5630	8290	0.00	0.00	0.00	578,829.00	578,829.00	New
Career and Technical Education	3500-3599	8290	532,422.00	532,422.00	0.00	532,422.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	848,107.00	848,107.00	197,249.40	769,612.00	(78,495.00)	-9.3%
TOTAL, FEDERAL REVENUE			18,555,787.00	18,555,787.00	2,339,553.96	19,160,269.00	604,482.00	3.3%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	14,350,000.00	14,350,000.00	4,127,441.35	14,350,000.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	1,461,230.00	1,461,230.00	157,723.17	1,613,116.00	151,886.00	10.4%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	776,877.00	776,877.00	475,797.80	731,997.00	(44,880.00)	-5.8%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	3,480,095.00	3,480,095.00	3,996,520.66	3,996,521.00	516,426.00	14.8%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	591,755.00	591,755.00	1,024.48	572,779.00	(18,976.00)	-3.2%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	16,099,949.00	16,099,949.00	669,526.64	18,269,517.00	2,169,568.00	13.5%
TOTAL, OTHER STATE REVENUE			36,759,906.00	36,759,906.00	9,428,034.10	39,533,930.00	2,774,024.00	7.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	50,000.00	50,000.00	1,529.90	50,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies								
		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications								
		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales								
		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales								
		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals								
		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees								
		8671	0.00	0.00	0.00	0.00		
Non-Resident Students								
		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals								
		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services								
		8677	1,100,000.00	1,100,000.00	24,150.32	1,105,096.00	5,096.00	0.5%
Mitigation/Developer Fees								
		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts								
		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm								
		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources								
		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue								
		8699	841,674.00	841,674.00	373,915.77	1,033,286.00	191,612.00	22.8%
Tuition								
		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In								
		8781-8783	1,346,483.00	1,346,483.00	136,483.14	1,346,483.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools								
	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices								
	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs								
	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools								
	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices								
	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs								
	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools								
	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices								
	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs								
	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others								
		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,338,157.00	3,338,157.00	536,079.13	3,534,865.00	196,708.00	5.9%
TOTAL, REVENUES			58,653,850.00	58,653,850.00	12,303,667.19	62,229,064.00	3,575,214.00	6.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	27,972,256.00	27,972,256.00	8,010,194.83	28,387,685.00	(415,429.00)	-1.5%
Certificated Pupil Support Salaries		1200	969,172.00	969,172.00	381,928.89	1,214,341.00	(245,169.00)	-25.3%
Certificated Supervisors' and Administrators' Salaries		1300	1,018,674.00	1,018,674.00	479,846.22	1,448,002.00	(429,328.00)	-42.1%
Other Certificated Salaries		1900	664,462.00	664,462.00	308,513.57	664,462.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			30,624,564.00	30,624,564.00	9,180,483.51	31,714,490.00	(1,089,926.00)	-3.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	14,276,101.00	14,276,101.00	2,414,904.49	14,455,213.00	(179,112.00)	-1.3%
Classified Support Salaries		2200	3,851,134.00	3,851,134.00	890,463.29	3,809,417.00	41,717.00	1.1%
Classified Supervisors' and Administrators' Salaries		2300	406,240.00	406,240.00	106,293.86	408,656.00	(2,416.00)	-0.6%
Clerical, Technical and Office Salaries		2400	1,693,431.00	1,693,431.00	346,535.17	1,619,146.00	74,285.00	4.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			20,226,906.00	20,226,906.00	3,758,196.81	20,292,432.00	(65,526.00)	-0.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	17,828,328.00	17,828,328.00	1,428,143.69	18,809,813.00	(981,485.00)	-5.5%
PERS		3201-3202	3,615,019.00	3,615,019.00	689,549.33	3,629,705.00	(14,686.00)	-0.4%
OASDI/Medicare/Alternative		3301-3302	2,058,290.00	2,058,290.00	434,739.09	2,093,982.00	(35,692.00)	-1.7%
Health and Welfare Benefits		3401-3402	13,761,668.00	13,761,668.00	4,325,583.19	13,780,495.00	(18,827.00)	-0.1%
Unemployment Insurance		3501-3502	25,593.00	25,593.00	6,436.32	26,335.00	(742.00)	-2.9%
Workers' Compensation		3601-3602	1,227,499.00	1,227,499.00	314,750.86	1,258,880.00	(31,381.00)	-2.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			38,516,397.00	38,516,397.00	7,199,202.48	39,599,210.00	(1,082,813.00)	-2.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,461,230.00	1,461,230.00	2,773,017.13	1,947,277.00	(486,047.00)	-33.3%
Books and Other Reference Materials		4200	70,778.00	70,778.00	64,357.77	121,458.00	(50,680.00)	-71.6%
Materials and Supplies		4300	5,320,452.00	5,320,452.00	524,970.23	5,532,692.00	(212,240.00)	-4.0%
Noncapitalized Equipment		4400	632,429.00	632,429.00	36,082.46	949,733.00	(317,304.00)	-50.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			7,484,889.00	7,484,889.00	3,398,427.59	8,551,160.00	(1,066,271.00)	-14.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	4,166,793.00	4,166,793.00	0.00	4,122,974.00	43,819.00	1.1%
Travel and Conferences		5200	324,784.00	324,784.00	117,465.69	382,738.00	(57,954.00)	-17.8%
Dues and Memberships		5300	88,340.00	88,340.00	0.00	94,011.00	(5,671.00)	-6.4%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,382,400.00	3,382,400.00	1,361,812.76	3,625,052.00	(242,652.00)	-7.2%
Transfers of Direct Costs		5710	293,938.00	293,938.00	77,190.99	324,921.00	(30,983.00)	-10.5%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	8,556,170.00	8,556,170.00	1,011,200.14	8,327,276.00	228,894.00	2.7%
Communications		5900	26,103.00	26,103.00	6,927.87	40,085.00	(13,982.00)	-53.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			16,838,528.00	16,838,528.00	2,574,597.45	16,917,057.00	(78,529.00)	-0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,037,581.00	3,037,581.00	(8,627.50)	3,054,718.00	(17,137.00)	-0.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	444,000.00	444,000.00	29,673.53	444,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,481,581.00	3,481,581.00	21,046.03	3,498,718.00	(17,137.00)	-0.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	1,350,000.00	1,350,000.00	4,288.67	1,350,000.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,350,000.00	1,350,000.00	4,288.67	1,350,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	1,061,435.00	1,061,435.00	306,290.93	1,112,484.00	(51,049.00)	-4.8%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,061,435.00	1,061,435.00	306,290.93	1,112,484.00	(51,049.00)	-4.8%
TOTAL, EXPENDITURES			119,584,300.00	119,584,300.00	26,442,533.47	123,035,551.00	(3,451,251.00)	-2.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	53,937,387.00	53,937,387.00	0.00	54,938,246.00	1,000,859.00	1.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			53,937,387.00	53,937,387.00	0.00	54,938,246.00	1,000,859.00	1.9%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			52,437,387.00	52,437,387.00	0.00	53,438,246.00	(1,000,859.00)	1.9%

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	29,269.36	29,269.36	28,801.79	29,279.28	9.92	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	29,269.36	29,269.36	28,801.79	29,279.28	9.92	0%
5. District Funded County Program ADA						
a. County Community Schools	335.06	335.06	300.16	300.16	(34.90)	-10%
b. Special Education-Special Day Class	27.81	27.81	17.74	17.74	(10.07)	-36%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	362.87	362.87	317.90	317.90	(44.97)	-12%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	29,632.23	29,632.23	29,119.69	29,597.18	(35.05)	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

ACTUALS THROUGH THE MONTH OF (Enter Month Name)		July	August	September	October	November	December	January	February
A. BEGINNING CASH		97,614,280.40	92,169,795.00	74,659,795.93	75,540,497.37	63,455,855.36	65,002,930.49	106,364,572.81	90,053,001.44
B. RECEIPTS									
LCFF/Revenue Limit Sources		8,996,744.90	8,996,744.90	29,036,119.82	16,194,140.82	16,540,291.62	29,382,270.62	16,540,291.62	16,540,291.62
Principal Apportionment		2,209,662.31	53,239.06	1,234,396.40	390,032.58	11,275,586.82	21,823,240.17	9,260,871.37	223,374.14
Property Taxes		55,549.00	(55,547.00)	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Funds		217,200.16	83,468.21	239,200.81	2,016,951.41	55,726.78	1,913,894.32	344,929.52	327,420.25
Federal Revenue		5,592,767.73	832,690.01	3,061,479.37	699,877.91	1,792,154.90	5,095,379.64	1,200,475.57	1,490,388.93
Other State Revenue		442,152.58	472,827.22	527,286.22	614,311.58	632,388.15	260,857.53	2,067,433.88	610,894.24
Other Local Revenue									
Interfund Transfers In									
All Other Financing Sources									
TOTAL RECEIPTS		17,514,076.68	10,383,422.40	34,098,482.62	19,915,314.30	30,296,148.27	58,475,642.28	29,414,001.96	19,192,369.18
C. DISBURSEMENTS									
Certificated Salaries		1,573,765.00	14,264,890.37	14,633,375.69	14,867,384.88	14,732,908.89	382,286.99	28,496,211.16	14,607,259.28
Classified Salaries		(4,403.09)	2,720,667.51	4,013,632.90	5,150,041.84	4,966,341.08	5,206,778.57	5,021,323.19	4,898,124.79
Employee Benefits		8,449,681.71	5,853,828.45	8,254,615.71	8,554,945.09	8,539,295.38	7,581,011.72	7,151,505.15	10,730,717.36
Books and Supplies		47,921.14	1,689,297.77	1,695,884.46	1,085,926.37	755,692.24	711,935.97	403,626.27	945,557.45
Services		902,291.26	3,353,336.40	3,694,925.61	815,646.30	1,852,687.65	2,510,064.71	4,158,290.33	1,321,396.42
Capital Outlay		50,602.28	37,526.99	213,779.73	(146,488.90)	5,773.25	70,984.09	1,438,207.50	68,686.89
Other Outgo		146,329.21	165,533.32	384,994.65	1,571,913.86	888,606.45	332,336.00	630,789.11	1,326,955.39
Interfund Transfers Out		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS		11,166,187.51	28,085,080.81	32,891,208.75	31,899,369.44	31,741,304.94	16,795,098.05	47,301,952.71	33,898,697.58
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury		1,566,244.57	0.00	(73,444.00)	73,444.00	0.00	0.00	17,467.07	0.00
Accounts Receivable		(508,436.43)	702,261.12	102,741.61	1,429,805.12	2,689,157.82	(102,452.63)	(355,295.98)	227,449.65
Due From Other Funds		916,790.40	(6,777.69)	(7,975.34)	23,724.96	(6,218.46)	(6,155.51)	12,326.86	(6,685.53)
Stores		16,346.37	27,030.55	(38,454.98)	(44,072.59)	(21,019.39)	(25,546.09)	43,870.88	(2,690.16)
Prepaid Expenditures		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Current Assets		(449,005.86)	(231,997.10)	(443,696.57)	(5,539.39)	(11,491.22)	(4,963.53)	(6,607.68)	(2,670.74)
Deferred Outflows of Resources									
SUBTOTAL		1,541,939.05	490,516.88	(460,829.28)	1,477,362.10	2,650,428.75	(139,117.76)	(288,238.85)	215,403.22
Liabilities and Deferred Inflows									
Accounts Payable		8,278,062.46	298,857.54	(134,256.85)	76,630.65	(341,803.05)	179,784.15	57,898.19	(1,826,151.30)
Due To Other Funds		0.00	0.00	1,501,318.32	1,501,318.32			(1,922,516.42)	
Current Loans		5,056,251.16							
Unearned Revenues									
Deferred Inflows of Resources									
SUBTOTAL		13,334,313.62	298,857.54	(134,256.85)	1,577,948.97	(341,803.05)	179,784.15	(1,864,618.23)	(1,826,151.30)
Nonoperating									
Suspense Clearing									
TOTAL BALANCE SHEET ITEMS		0.00	0.00	(326,572.43)	(100,586.87)	2,992,231.80	(318,901.91)	1,576,379.38	2,041,554.52
E. NET INCREASE/DECREASE (B - C + D)		(5,444,485.40)	(17,509,999.07)	880,701.44	(12,084,642.01)	1,547,075.13	41,361,642.32	(16,311,571.37)	(12,664,773.88)
F. ENDING CASH (A + E)		92,169,795.00	74,659,795.93	75,540,497.37	63,455,855.36	65,002,930.49	106,364,572.81	90,053,001.44	77,388,227.56
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH									
	a	77,388,227.56	82,130,404.53	86,151,982.49	75,752,789.67				
B. RECEIPTS									
	8010-8019	27,845,178.62	16,540,291.62	16,540,291.62	20,335,392.10	1,076,915.12		224,564,965.00	224,564,965.00
	8020-8079	4,328,409.93	18,246,747.34	3,497,193.10	21,761,629.58	4,665,903.20		98,970,286.00	98,970,286.00
	8080-8099	0.00	0.00	0.00	0.00	(2.00)		0.00	0.00
	8100-8299	2,500,839.61	66,150.75	251,506.38	9,056,308.94	4,731,308.86		21,804,906.00	21,804,906.00
	8300-8599	3,572,871.18	1,292,870.38	2,186,052.38	17,490,599.72	6,615,052.28		50,922,660.00	50,922,660.00
	8600-8799	348,293.74	756,621.98	223,828.72	990,538.17	1,422,518.51	394,634.50	9,764,587.00	9,764,587.00
	8910-8929							0.00	0.00
	8930-8979							0.00	0.00
		38,595,593.08	36,902,682.05	22,698,872.20	69,634,468.51	18,511,695.97	394,634.50	406,027,404.00	406,027,404.00
C. DISBURSEMENTS									
	1000-1999	14,554,283.55	14,737,589.99	15,119,803.96	6,578,082.24			154,549,842.00	154,549,842.00
	2000-2999	5,294,499.14	4,709,018.09	5,215,332.57	10,235,934.41			57,427,291.00	57,427,291.00
	3000-3999	8,548,828.03	8,423,100.88	8,589,452.27	22,555,195.05		1,743,233.20	114,975,410.00	114,975,410.00
	4000-4999	566,533.00	533,286.68	1,540,218.87	2,072,362.76		12,178,295.02	24,226,538.00	24,226,538.00
	5000-5999	3,147,151.46	1,868,829.24	2,177,728.84	4,429,944.69		6,061,537.09	36,293,830.00	36,293,830.00
	6000-6599	5,777.11	6,465.00	14,749.10	2,153,345.51		3,137,662.45	7,056,771.00	7,056,771.00
	7000-7499	851,893.39	897,609.06	766,119.99	(856,066.06)	2,639,565.63		9,746,580.00	9,746,580.00
	7600-7629	0.00	0.00	0.00	1,500,000.00			1,500,000.00	1,500,000.00
	7630-7699	0.00	0.00	0.00	0.00			0.00	0.00
		32,968,965.68	31,175,898.94	33,423,405.60	48,668,798.60	2,639,565.63	23,120,727.76	405,776,262.00	405,776,262.00
D. BALANCE SHEET ITEMS									
	9111-9199	(4,132.16)	4,132.16	0.00	0.00			1,583,711.64	
	9200-9299	2,112,927.64	(1,312,338.80)	(398,712.93)	0.00			4,587,106.19	
	9310	6,685.59	(6,599.13)	(6,599.13)	0.00			912,517.02	
	9320	12,615.94	48,318.78	73,311.70	0.00			89,711.01	
	9330	0.00	0.00	0.00	0.00			0.00	
	9340	(5,257.88)	(193.29)	1,770.31	1,076,028.00			(83,624.95)	
	9490	2,122,839.13	(1,266,680.28)	(330,230.05)	1,076,028.00	0.00	0.00	7,089,420.91	
		1,084,773.15	440,464.75	684,451.47				8,798,711.16	
	9610	1,922,516.41	(1,939.88)	(1,340,022.10)	(1,500,000.00)			(1,340,643.67)	
	9640							0.00	
	9650							5,056,251.16	
	9690	3,007,289.56	438,524.87	(655,570.63)	(1,500,000.00)	0.00	0.00	12,514,318.65	
		(894,450.43)	(1,705,205.15)	325,340.58	2,576,028.00	0.00	0.00	(5,424,897.74)	
		4,742,176.97	4,021,577.96	(10,399,192.82)	23,541,697.91	15,872,130.34	(22,726,093.26)	(5,173,755.74)	251,142.00
		82,130,404.53	86,151,982.49	75,752,789.67	99,294,487.58				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									
								92,440,524.66	

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	323,535,251.00	1.42%	328,141,226.00	1.04%	331,559,797.00
2. Federal Revenues	8100-8299	21,804,906.00	-9.02%	19,837,837.00	0.13%	19,862,837.00
3. Other State Revenues	8300-8599	50,922,660.00	-21.03%	40,212,280.00	-0.15%	40,153,633.00
4. Other Local Revenues	8600-8799	9,764,587.00	-22.99%	7,519,588.00	0.00%	7,519,588.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		406,027,404.00	-2.54%	395,710,931.00	0.86%	399,095,855.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				154,549,842.00		155,826,460.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				1,276,618.00		1,799,416.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	154,549,842.00	0.83%	155,826,460.00	1.15%	157,625,876.00
2. Classified Salaries						
a. Base Salaries				57,427,291.00		57,835,704.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				408,413.00		704,162.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	57,427,291.00	0.71%	57,835,704.00	1.22%	58,539,866.00
3. Employee Benefits	3000-3999	114,975,410.00	8.00%	124,176,504.00	4.67%	129,973,183.00
4. Books and Supplies	4000-4999	24,226,538.00	-6.20%	22,724,475.00	-16.08%	19,069,359.00
5. Services and Other Operating Expenditures	5000-5999	36,293,830.00	-28.64%	25,898,662.00	-0.58%	25,748,481.00
6. Capital Outlay	6000-6999	7,056,771.00	-82.65%	1,224,053.00	0.00%	1,224,053.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	9,746,580.00	33.42%	13,003,820.00	1.47%	13,194,519.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.00%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		405,776,262.00	-0.88%	402,189,678.00	1.17%	406,875,337.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		251,142.00		(6,478,747.00)		(7,779,482.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		90,578,052.00		90,829,194.00		84,350,447.00
2. Ending Fund Balance (Sum lines C and D1)		90,829,194.00		84,350,447.00		76,570,965.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	605,000.00		605,000.00		605,000.00
b. Restricted	9740	5,832,303.00		1,375,313.00		1,375,313.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	32,222,833.00		30,624,130.00		29,521,181.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	12,173,456.00		12,065,690.00		12,206,260.00
2. Unassigned/Unappropriated	9790	39,995,602.00		39,680,314.00		32,863,211.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		90,829,194.00		84,350,447.00		76,570,965.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	12,173,456.00		12,065,690.00		12,206,260.00
c. Unassigned/Unappropriated	9790	39,995,602.00		39,680,314.00		32,863,211.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		52,169,058.00		51,746,004.00		45,069,471.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		12.86%		12.87%		11.08%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
<hr/>						
2. Special education pass-through funds						
(Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		28,801.79		28,425.79		28,242.79
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		405,776,262.00		402,189,678.00		406,875,337.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		405,776,262.00		402,189,678.00		406,875,337.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		12,173,287.86		12,065,690.34		12,206,260.11
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		12,173,287.86		12,065,690.34		12,206,260.11
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	323,535,251.00	1.42%	328,141,226.00	1.04%	331,559,797.00
2. Federal Revenues	8100-8299	2,644,637.00	0.00%	2,644,637.00	0.00%	2,644,637.00
3. Other State Revenues	8300-8599	11,388,730.00	-38.51%	7,003,049.00	-0.70%	6,954,256.00
4. Other Local Revenues	8600-8799	6,229,722.00	-36.04%	3,984,723.00	0.00%	3,984,723.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(54,938,246.00)	0.38%	(55,146,286.00)	1.07%	(55,739,075.00)
6. Total (Sum lines A1 thru A5c)		288,860,094.00	-0.77%	286,627,349.00	0.97%	289,404,338.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				122,835,352.00		124,606,073.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				1,770,721.00		1,678,589.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	122,835,352.00	1.44%	124,606,073.00	1.35%	126,284,662.00
2. Classified Salaries						
a. Base Salaries				37,134,859.00		37,456,168.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				321,309.00		565,017.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	37,134,859.00	0.87%	37,456,168.00	1.51%	38,021,185.00
3. Employee Benefits	3000-3999	75,376,200.00	11.70%	84,196,919.00	6.55%	89,713,878.00
4. Books and Supplies	4000-4999	15,675,378.00	-8.82%	14,292,766.00	1.03%	14,440,682.00
5. Services and Other Operating Expenditures	5000-5999	19,376,773.00	-14.63%	16,541,613.00	2.57%	16,966,160.00
6. Capital Outlay	6000-6999	3,558,053.00	-80.68%	687,553.00	0.00%	687,553.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	8,396,580.00	38.79%	11,653,820.00	1.64%	11,844,519.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,112,484.00)	-29.36%	(785,806.00)	-1.40%	(774,819.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		281,240,711.00	2.63%	288,649,106.00	2.96%	297,183,820.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		7,619,383.00		(2,021,757.00)		(7,779,482.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		77,377,508.00		84,996,891.00		82,975,134.00
2. Ending Fund Balance (Sum lines C and D1)		84,996,891.00		82,975,134.00		75,195,652.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	605,000.00		605,000.00		605,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	32,222,833.00		30,624,130.00		29,521,181.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	12,173,456.00		12,065,690.00		12,206,260.00
2. Unassigned/Unappropriated	9790	39,995,602.00		39,680,314.00		32,863,211.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		84,996,891.00		82,975,134.00		75,195,652.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	12,173,456.00		12,065,690.00		12,206,260.00
c. Unassigned/Unappropriated	9790	39,995,602.00		39,680,314.00		32,863,211.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		52,169,058.00		51,746,004.00		45,069,471.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	19,160,269.00	-10.27%	17,193,200.00	-0.15%	17,218,200.00
3. Other State Revenues	8300-8599	39,533,930.00	-16.00%	33,209,231.00	-0.03%	33,199,377.00
4. Other Local Revenues	8600-8799	3,534,865.00	0.00%	3,534,865.00	0.00%	3,534,865.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	54,938,246.00	0.38%	55,146,286.00	1.07%	55,739,075.00
6. Total (Sum lines A1 thru A5c)		117,167,310.00	-6.90%	109,083,582.00	0.56%	109,691,517.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				31,714,490.00		31,220,387.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(494,103.00)		120,827.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	31,714,490.00	-1.56%	31,220,387.00	0.39%	31,341,214.00
2. Classified Salaries						
a. Base Salaries				20,292,432.00		20,379,536.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				87,104.00		139,145.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	20,292,432.00	0.43%	20,379,536.00	0.68%	20,518,681.00
3. Employee Benefits	3000-3999	39,599,210.00	0.96%	39,979,585.00	0.70%	40,259,305.00
4. Books and Supplies	4000-4999	8,551,160.00	-1.40%	8,431,709.00	-45.10%	4,628,677.00
5. Services and Other Operating Expenditures	5000-5999	16,917,057.00	-44.69%	9,357,049.00	-6.14%	8,782,321.00
6. Capital Outlay	6000-6999	3,498,718.00	-84.67%	536,500.00	0.00%	536,500.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,350,000.00	0.00%	1,350,000.00	0.00%	1,350,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,112,484.00	-29.36%	785,806.00	-1.40%	774,819.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.00%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		124,535,551.00	-8.83%	113,540,572.00	-3.39%	109,691,517.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(7,368,241.00)		(4,456,990.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		13,200,544.00		5,832,303.00		1,375,313.00
2. Ending Fund Balance (Sum lines C and D1)		5,832,303.00		1,375,313.00		1,375,313.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	5,832,303.00		1,375,313.00		1,375,313.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		5,832,303.00		1,375,313.00		1,375,313.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

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

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

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

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

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

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2018-19)				
District Regular	29,269.00	29,279.28		
Charter School		0.00		
Total ADA	29,269.00	29,279.28	0.0%	Met
1st Subsequent Year (2019-20)				
District Regular	29,091.00	28,804.15		
Charter School				
Total ADA	29,091.00	28,804.15	-1.0%	Met
2nd Subsequent Year (2020-21)				
District Regular	28,830.30	28,428.15		
Charter School				
Total ADA	28,830.30	28,428.15	-1.4%	Met

1B. Comparison of District ADA to the Standard

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

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

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

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

District's Enrollment Standard Percentage Range:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2018-19)				
District Regular	30,551	30,313		
Charter School				
Total Enrollment	30,551	30,313	-0.8%	Met
1st Subsequent Year (2019-20)				
District Regular	30,290	29,937		
Charter School				
Total Enrollment	30,290	29,937	-1.2%	Met
2nd Subsequent Year (2020-21)				
District Regular	30,241	29,754		
Charter School				
Total Enrollment	30,241	29,754	-1.6%	Met

2B. Comparison of District Enrollment to the Standard

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

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

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

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

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

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2015-16)			
District Regular	29,882	31,276	
Charter School			
Total ADA/Enrollment	29,882	31,276	95.5%
Second Prior Year (2016-17)			
District Regular	29,502	30,964	
Charter School			
Total ADA/Enrollment	29,502	30,964	95.3%
First Prior Year (2017-18)			
District Regular	29,252	30,729	
Charter School	19		
Total ADA/Enrollment	29,271	30,729	95.3%
		Historical Average Ratio:	95.4%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.9%

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

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form Ai, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2018-19)				
District Regular	28,802	30,313		
Charter School	0			
Total ADA/Enrollment	28,802	30,313	95.0%	Met
1st Subsequent Year (2019-20)				
District Regular	28,426	29,937		
Charter School				
Total ADA/Enrollment	28,426	29,937	95.0%	Met
2nd Subsequent Year (2020-21)				
District Regular	28,243	29,754		
Charter School				
Total ADA/Enrollment	28,243	29,754	94.9%	Met

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

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

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

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

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

District's LCFF Revenue Standard Percentage Range:

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

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

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2018-19)	322,411,877.00		
1st Subsequent Year (2019-20)	331,148,220.00	328,141,226.00	-0.9%	Met
2nd Subsequent Year (2020-21)	336,872,585.00	331,559,797.00	-1.6%	Met

4B. Comparison of District LCFF Revenue to the Standard

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

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

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

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

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

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

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2015-16)	215,811,911.53	253,337,538.27	85.2%
Second Prior Year (2016-17)	220,646,931.02	249,501,452.69	88.4%
First Prior Year (2017-18)	223,850,072.91	254,277,222.28	88.0%
Historical Average Ratio:			87.2%

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	84.2% to 90.2%	84.2% to 90.2%	84.2% to 90.2%

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

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

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2018-19)	235,346,411.00	281,240,711.00	83.7%	Not Met
1st Subsequent Year (2019-20)	246,259,160.00	288,649,106.00	85.3%	Met
2nd Subsequent Year (2020-21)	254,019,725.00	297,183,820.00	85.5%	Met

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

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

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

In 2018-19 the standard was not met due to the one percent salary increase retro to July 1, 2017, settlement with ASFCME, APGA and ALTA. In addition, ASTA negotiated a "Class Load" reduction effective August 2018 - May 2021, and AFSCME negotiated dl ranges to the salary schedule effective January 1, 2018 - June 30, 2021.

6. CRITERION: Other Revenues and Expenditures

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

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

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

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

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

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

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2018-19)	20,626,956.00	21,804,906.00	5.7%	Yes
1st Subsequent Year (2019-20)	19,081,956.00	19,837,837.00	4.0%	No
2nd Subsequent Year (2020-21)	19,106,956.00	19,862,837.00	4.0%	No

Explanation: (required if Yes)
In 2018-19 Federal Revenue variance was due to the receipt of MAA funds that were not originally budgeted. The budget is only adjusted once MAA funds are received.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2018-19)	53,735,614.00	50,922,660.00	-5.2%	Yes
1st Subsequent Year (2019-20)	40,054,199.00	40,212,280.00	0.4%	No
2nd Subsequent Year (2020-21)	39,984,444.00	40,153,633.00	0.4%	No

Explanation: (required if Yes)
In 2018-19 Other State Revenue variance was due to one-time funds received for the Low-Performing Block Grant and Classified School Employee Professional Development Grant.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2018-19)	9,127,667.00	9,764,587.00	7.0%	Yes
1st Subsequent Year (2019-20)	6,970,167.00	7,519,588.00	7.9%	Yes
2nd Subsequent Year (2020-21)	6,970,167.00	7,519,588.00	7.9%	Yes

Explanation: (required if Yes)
The Other Local Revenue variance was due to the 2017-18 carryover.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2018-19)	23,530,939.00	24,226,538.00	3.0%	No
1st Subsequent Year (2019-20)	19,300,215.00	22,724,475.00	17.7%	Yes
2nd Subsequent Year (2020-21)	17,190,762.00	19,069,359.00	10.9%	Yes

Explanation: (required if Yes)
The Books and Supplies variance was due to One-Time Site Discretionary funds budget to be spent in 2018-19. Also, other State and Federal grants ending in 2018-19, and 2017-18 carryover.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2018-19)	38,816,973.00	36,293,830.00	-6.5%	Yes
1st Subsequent Year (2019-20)	31,586,714.00	25,898,662.00	-18.0%	Yes
2nd Subsequent Year (2020-21)	32,446,496.00	25,748,481.00	-20.6%	Yes

Explanation: (required if Yes)
The Services and Other Operating Expenditures variance was due to One-Time Site Discretionary funds budget to be spent in 2018-19. Also, other State and Federal grants ending in 2018-19.

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

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2018-19)	83,490,237.00	82,492,153.00	-1.2%	Met
1st Subsequent Year (2019-20)	66,106,322.00	67,569,705.00	2.2%	Met
2nd Subsequent Year (2020-21)	66,061,567.00	67,536,058.00	2.2%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2018-19)	62,347,912.00	60,520,368.00	-2.9%	Met
1st Subsequent Year (2019-20)	50,886,929.00	48,623,137.00	-4.4%	Met
2nd Subsequent Year (2020-21)	49,637,258.00	44,817,840.00	-9.7%	Not Met

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

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

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

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

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

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

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

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

The Books and Supplies variance was due to One-Time Site Discretionary funds budget to be spent in 2018-19. Also, other State and Federal grants ending in 2018-19, and 2017-18 carryover.

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

The Services and Other Operating Expenditures variance was due to One-Time Site Discretionary funds budget to be spent in 2018-19. Also, other State and Federal grants ending in 2018-19.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: The Proposition 51 school facility program requires the district to deposit a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year (as EC Section 17070.75 read on January 1, 2015).

For all other school facility programs, AB 104 (Chapter 13, Statutes of 2015, effective January 1, 2016) requires the district to deposit into the account, for the 2017-18 to 2019-20 fiscal years, a minimum that is the greater of the following amounts:

- A. The lesser of three percent of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year; or
- B. Two percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. If EC 17070.75(e)(1) and (e)(2) apply, input 3%. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	12,165,000.00	12,165,000.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7, Lines 2c/3e)			

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

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

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

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

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

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

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

DATA ENTRY: All data are extracted or calculated.

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
District's Available Reserve Percentages (Criterion 10C, Line 9)	12.9%	12.9%	11.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	4.3%	4.3%	3.7%

8B. Calculating the District's Deficit Spending Percentages

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

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2018-19)	7,619,383.00	281,240,711.00	N/A	Met
1st Subsequent Year (2019-20)	(2,021,757.00)	288,649,106.00	0.7%	Met
2nd Subsequent Year (2020-21)	(7,779,482.00)	297,183,820.00	2.6%	Met

8C. Comparison of District Deficit Spending to the Standard

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

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

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

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

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

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)		Status
Current Year (2018-19)	90,829,194.00		Met
1st Subsequent Year (2019-20)	84,350,447.00		Met
2nd Subsequent Year (2020-21)	76,570,965.00		Met

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

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

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

Explanation:
(required if NOT met)

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

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

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

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)		Status
Current Year (2018-19)	99,294,487.58		Met

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

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

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

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$67,000 (greater of)	0	to 300
4% or \$67,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

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

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

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

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4, Subsequent Years, Form MYPI, Line F2, if available.)	28,802	28,426	28,243
District's Reserve Standard Percentage Level:	3%	3%	3%

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

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

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

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

	Current Year Projected Year Totals (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

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

	Current Year Projected Year Totals (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	405,776,262.00	402,189,678.00	406,875,337.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	405,776,262.00	402,189,678.00	406,875,337.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	12,173,287.86	12,065,690.34	12,206,260.11
6. Reserve Standard - by Amount (\$67,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	12,173,287.86	12,065,690.34	12,206,260.11

10C. Calculating the District's Available Reserve Amount

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

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	12,173,456.00	12,065,690.00	12,206,260.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	39,995,602.00	39,680,314.00	32,863,211.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	52,169,058.00	51,746,004.00	45,069,471.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	12.86%	12.87%	11.08%
District's Reserve Standard (Section 10B, Line 7):	12,173,287.86	12,065,690.34	12,206,260.11
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

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

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

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

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

S1. Contingent Liabilities

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

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

S2. Use of One-time Revenues for Ongoing Expenditures

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

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

S3. Temporary Interfund Borrowings

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

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

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

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

S5. Contributions

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

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

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

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

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

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

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2018-19)	(53,937,387.00)	(54,938,246.00)	1.9%	1,000,859.00	Met
1st Subsequent Year (2019-20)	(54,211,749.00)	(55,146,286.00)	1.7%	934,537.00	Met
2nd Subsequent Year (2020-21)	(54,942,014.00)	(55,739,075.00)	1.5%	797,061.00	Met
1b. Transfers In, General Fund *					
Current Year (2018-19)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2019-20)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2018-19)	1,500,000.00	1,500,000.00	0.0%	0.00	Met
1st Subsequent Year (2019-20)	1,500,000.00	1,500,000.00	0.0%	0.00	Met
2nd Subsequent Year (2020-21)	1,500,000.00	1,500,000.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

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

No

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

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

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

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

Explanation:
(required if NOT met)

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

Explanation:
(required if NOT met)

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

Explanation:
(required if NOT met)

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

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

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

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

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

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

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

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2018
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	8	FUND 01		3,287,089
Certificates of Participation	24	FUND 2545		33,605,000
General Obligation Bonds	25	TAX RECEIPTS		200,528,955
Supp Early Retirement Program	4	FUND 01		8,724,180
State School Building Loans				
Compensated Absences	1	FUND 01 AND FUND 13		2,012,442

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

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2018
QZAB	1	FUND 2545		5,000,000
TOTAL:				253,157,666

Type of Commitment (continued)	Prior Year (2017-18) Annual Payment (P & I)	Current Year (2018-19) Annual Payment (P & I)	1st Subsequent Year (2019-20) Annual Payment (P & I)	2nd Subsequent Year (2020-21) Annual Payment (P & I)
Capital Leases	476,047	476,047	476,047	393,301
Certificates of Participation	2,509,436	2,555,016	2,699,391	3,073,813
General Obligation Bonds	18,405,369	13,449,182	10,917,869	11,054,369
Supp Early Retirement Program	3,121,019	3,121,019	3,121,019	1,577,945
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2017-18) Annual Payment (P & I)	Current Year (2018-19) Annual Payment (P & I)	1st Subsequent Year (2019-20) Annual Payment (P & I)	2nd Subsequent Year (2020-21) Annual Payment (P & I)
QZAB	248,964	248,964		
Total Annual Payments:	24,760,835	19,850,228	17,214,326	16,099,428
Has total annual payment increased over prior year (2017-18)?	No	No	No	No

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

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

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

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

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

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

No

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

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

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

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

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

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

Yes

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

No

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

No

2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. Total OPEB liability	97,458,197.00	109,170,522.00
b. OPEB plan(s) fiduciary net position (if applicable)		
c. Total/Net OPEB liability (Line 2a minus Line 2b)	97,458,197.00	109,170,522.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Estimated
Jul 01, 2017	Jul 01, 2018

e. If based on an actuarial valuation, indicate the date of the OPEB valuation.

3. OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	Budget Adoption (Form 01CS, Item S7A)	First Interim
Current Year (2018-19)	7,913,344.00	6,432,919.00
1st Subsequent Year (2019-20)	7,913,344.00	6,432,919.00
2nd Subsequent Year (2020-21)	7,913,344.00	6,432,919.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2018-19)	2,331,017.00	2,382,053.00
1st Subsequent Year (2019-20)	2,331,017.00	2,382,053.00
2nd Subsequent Year (2020-21)	2,331,017.00	2,382,053.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2018-19)	2,986,387.00	2,974,091.00
1st Subsequent Year (2019-20)	3,191,199.00	3,191,199.00
2nd Subsequent Year (2020-21)	3,551,033.00	3,551,033.00

d. Number of retirees receiving OPEB benefits

Current Year (2018-19)	401	401
1st Subsequent Year (2019-20)	401	401
2nd Subsequent Year (2020-21)	401	401

4. Comments:

The First Interim Report "Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions" is based upon updated figures that were received on October 24, 2018. Adjustments if needed will be made upon completion of the final report.

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

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

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

Yes

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

No

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

No

2. Self-Insurance Liabilities

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

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs	48,680,228.00	48,680,228.00
b. Unfunded liability for self-insurance programs	48,680,228.00	48,680,225.00

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
 - Current Year (2018-19)
 - 1st Subsequent Year (2019-20)
 - 2nd Subsequent Year (2020-21)

	Budget Adoption (Form 01CS, Item S7B)	First Interim
Current Year (2018-19)	48,680,228.00	48,680,225.00
1st Subsequent Year (2019-20)	53,440,250.00	53,440,250.00
2nd Subsequent Year (2020-21)	58,795,075.00	58,369,575.00

- b. Amount contributed (funded) for self-insurance programs
 - Current Year (2018-19)
 - 1st Subsequent Year (2019-20)
 - 2nd Subsequent Year (2020-21)

Current Year (2018-19)	48,680,228.00	46,680,228.00
1st Subsequent Year (2019-20)	53,440,250.00	53,440,250.00
2nd Subsequent Year (2020-21)	58,795,075.00	58,369,575.00

4. Comments:

S8. Status of Labor Agreements

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

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

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

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

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

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

Status of Certificated Labor Agreements as of the Previous Reporting Period
Were all certificated labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8B.
If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2017-18)	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Number of certificated (non-management) full-time-equivalent (FTE) positions	1,306.3	1,333.0	1,321.0	1,315.0

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

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

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

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

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

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

If Yes, date of Superintendent and CBO certification:

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

If Yes, date of budget revision board adoption:

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

5. Salary settlement:

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

One Year Agreement

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

Multiyear Agreement

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

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

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 1,637,642

Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
---------------------------	----------------------------------	----------------------------------

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

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

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

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

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

Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Step and Column Adjustments

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

Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
---------------------------	----------------------------------	----------------------------------

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

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

Certificated (Non-management) - Other

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

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

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

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?
If Yes, complete number of FTEs, then skip to section S8C.
If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2017-18)	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Number of classified (non-management) FTE positions	919.1	919.1	919.1	919.1

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

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

Negotiations Settled Since Budget Adoption

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

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

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

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

5. Salary settlement:

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

One Year Agreement

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

Multiyear Agreement

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

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

Negotiations Not Settled

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

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
7. Amount included for any tentative salary schedule increases	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

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

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

Yes		
-----	--	--

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

Classified (Non-management) Step and Column Adjustments

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

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

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

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

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

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

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

Were all managerial/confidential labor negotiations settled as of budget adoption?
If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2017-18)	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Number of management, supervisor, and confidential FTE positions	175.0	178.0	178.0	178.0

1a. Have any salary and benefit negotiations been settled since budget adoption?
If Yes, complete question 2.
If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?
If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
	242,727		
4. Amount included for any tentative salary schedule increases	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Current Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District First Interim Criteria and Standards Review

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

EXHIBIT F

FUND BALANCE BUDGET ADJUSTMENTS

RESOLUTION NO. 2018/19-B-13

December 13, 2018

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

WHEREAS, the Governing Board of the Anaheim Union High School District has determined that income in the amount of \$4,284,876 is assured said District to be in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42610 of the Education Code of California.

<u>Fund</u>	<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
01 General Fund	9799	Fund Balance	\$4,579,301
13 Cafeteria Fund	9799	Fund Balance	-200,790
14 Deferred Maint Fd	9799	Fund Balance	4,320
24 GO Bond 2014	9799	Fund Balance	-5,979,503
26 GO Bond 2018	9799	Fund Balance	250,231
25 Capital Facilities	9799	Fund Balance	292,019
45 Capital Fac RDA	9799	Fund Balance	1,306,408
35 School Fac Fd	9799	Fund Balance	-9,154
40 Special Reserve	9799	Fund Balance	0
41 Spec Reserve 2017 COP	9799	Fund Balance	-10,819
68 Workers' Comp	9799	Fund Balance	-71,931
69 Health/Welfare	9799	Fund Balance	4,124,794
		Total	<u><u>\$4,284,876</u></u>

NOW THEREFORE BE IT RESOLVED, that pursuant to the above Education Code(s) the Governing Board, with a majority vote, has approved such Funds to be appropriated as follows:

<u>Fund</u>	<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
01 General Fund	9790	End Fund Balance	\$4,579,301
13 Cafeteria Fund	9740	End Fund Balance	-200,790
14 Deferred Maint Fd	9740	End Fund Balance	4,320
24 GO Bond 2014	9740	End Fund Balance	-5,979,503
26 GO Bond 2018	9740	End Fund Balance	250,231
25 Capital Facilities	9780	End Fund Balance	292,019
45 Capital Fac RDA	9780	End Fund Balance	1,306,408
35 School Fac Fd	9790	End Fund Balance	-9,154
40 Special Reserve	9780	End Fund Balance	0
41 Spec Reserve 2017 COP	9780	End Fund Balance	-10,819

68 Workers' Comp	9790	End Fund Balance	-71,931
69 Health/Welfare	9790	End Fund Balance	4,124,794
		Total	<u>\$4,284,876</u>

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on December 13, 2018, 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 13th day of December 2018, 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 13th day of December 2018.

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

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

**REGARDING ACCOUNTING OF DEVELOPER FEES
FOR 2017-2018 FISCAL YEAR
IN THE CAPITAL FACILITIES FUND**

December 13, 2018

RESOLUTION NO. 2018/19-B-14

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

WHEREAS, the Anaheim Union High School District (District) has levied developer fees pursuant to various resolutions. These fees have been deposited in the Capital Facilities Fund; and

WHEREAS, Government Code Sections 66006(b) and 66001(d) require the District to make an annual and five-year accounting of the Fund, as attached, and to make the accounting available to the public for viewing fifteen days prior to consideration by the Board of Trustees.

NOW, THEREFORE BE IT RESOLVED the Governing Board resolves and declares the District has complied with Government Code Sections 66006(b) and 66001(d).

BE IT FURTHER RESOLVED, that the Developer Fee report is available to the public at 501 Crescent Way, Anaheim, California.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on December 13, 2018, 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 13th day of December 2018, 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 13th day of December 2018.

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

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CAPITAL FACILITIES FUND (FUND 25)
DEVELOPER FEE REPORTS FOR THE FISCAL YEAR 2017-2018**

I. Introduction

The Anaheim Union High School District ("District") currently collects statutory school fees or "Developer Fees" pursuant to Education Code Section 17620 *et seq.* and Government Code Section 65995 *et seq.* Government Code Sections 66001 and 66006 require the District provide to the public information on Developer Fees received from new residential and commercial/industrial development to mitigate the impact of public improvements on the school facilities of the District ("Developer Fees").

Government Code Section 66006 requires that an **annual report** of income and expenditures from Developer Fees and the beginning and ending balances in the Capital Facilities Fund be made available to the public within 180 days after the end of each fiscal year.

Government Code Section 66001 requires a **five-year report** if there are funds remaining in the Capital Facilities Fund (Fund 25) at the end of the prior fiscal year.

The following Annual and Five-Year Reports ("Reports") for the fiscal year ending June 30, 2018, include the information and proposed findings the District intends to review and adopt in accordance with Sections 66001 and 66006 of the Government Code.

II. Annual Report for the Fiscal Year Ending June 30, 2018

A. Description of the Type of Developer Fee in the Account or Sub-accounts of the District:

The Developer Fees of the District for the 2017-2018 fiscal year consists of Statutory School Fees. Statutory School Fees were collected by the District from new residential and commercial/industrial development at the rates noted below in Section B.

B. Amount of the Statutory School Fees/Square Foot (Government Code Section 66006(b)(1)(B):

	Residential Fee	Commercial/Industrial Fee
Anaheim Union High School District	\$1.68	\$.27
Anaheim Elementary School District	\$1.895	\$.305
Centralia School District	\$1.315	\$.21
Cypress School District	\$1.74	\$.28
Magnolia School District	\$1.74	\$.28
Savanna School District	\$1.68	\$.27

Combined Statutory Fee/Square Foot

	Residential Fee	Commercial/Industrial Fee
Anaheim Union High School District	\$1.68	\$.27
Anaheim Elementary School District	\$1.895	\$.305
TOTAL	\$3.575	\$.575

	Residential Fee	Commercial/Industrial Fee
Anaheim Union High School District	\$1.68	\$.27
Centralia School District	\$1.315	\$.21
TOTAL	\$2.995	\$.48

	Residential Fee	Commercial/Industrial Fee
Anaheim Union High School District	\$1.68	\$.27
Cypress School District	\$1.74	\$.28
TOTAL	\$3.42	\$.55

	Residential Fee	Commercial/Industrial Fee
Anaheim Union High School District	\$1.68	\$.27
Magnolia School District	\$1.74	\$.28
TOTAL	\$3.42	\$.55

	Residential Fee	Commercial/Industrial Fee
Anaheim Union High School District	\$1.68	\$.27
Savanna School District	\$1.68	\$.27
TOTAL	\$3.36	\$.54

C. Beginning and Ending Balance of Account (Fund 25), Developer Fees Collected, Interest Earned and Expenditures of the Fund (Government Code Section 66006(b)(1)(C) and (D):

**1. Capital Facilities Fund 25 - Fiscal Year 2017-2018
Beginning and Ending Balances**

Beginning Balance (7/1/2017)	\$12,486,148.53
Ending Balance (6/30/18)	\$13,136,467.58

2. Capital Facilities Fund 25 – Fiscal Year 2017-2018
Reportable Fees Collected, Interest Earned and Expenditures

Income:		
8660 Interest Earned	\$ 110,952.27	
8662 Net Changes in Investments	\$ -	
8681 Developer Fee collected (Attachment 1)	\$ 1,047,836.19	
8699 All Other Local Revenue	\$ -	
	<hr/>	
Total Income		\$ 1,158,788.46
Expenditures:		
4320 Other Office/Misc Supplies	\$ 140.00	
5600 Rentals, Leases and Repairs	\$ -	
	<hr/>	
Total Public Improvement		\$ 140.00
5620 Rentals/Operating Leases	\$ 800.00	
5810 Professional Services	\$ 62,664.88	
5840 Interest Expense	\$ 5,312.68	
5880 Other Operating Expenses	\$ 1,177.32	
6126 Site Impr/Fence/Bkstop/Etc	\$ 9,494.00	
6209 Planning - Survey	\$ 28,124.86	
6210 Planning - DSA Plan Check Fee	\$ 11,835.00	
6211 Planning - Consultants	\$ 31,064.83	
6212 Planning - Architect Plan Fee	\$ 46,277.59	
6221 Building Portable	\$ 672,221.75	
6222 Planning - Agency Fees	\$ 58.00	
6240 Preliminary Tests	\$ 750.00	
6241 Reprographics/Imaging	\$ 190.53	
6250 Planning - Testing	\$ (5,260.00)	
6251 Planning - Geotech	\$ 18,710.00	
6252 Planning - Bid Advertising	\$ 122.26	
6273 Program/Project Management Fees	\$ 10,200.00	
6274 Construction - Other Costs	\$ 2,920.00	
6290 Construction - Tests	\$ 6,206.28	
6291 Construction - Inspection	\$ 30,420.00	
	<hr/>	
		\$ 933,289.98
Total Expenditures		\$ 933,429.98
		<hr/>
Increase in fund from Developer Fees		\$ 225,358.48
		<hr/>

**3. Capital Facilities Fund 25
Income and Fund Balance Statement
June 30, 2018**

OBJECT CODE	DESCRIPTION	DEVELOPER FEE	QZAB, JOINT USE	FUND TOTAL
8660	INTEREST	\$ 110,952.27	\$ 175,978.82	\$ 286,931.09
8681	FEES MITIGATION/DEVELOPER	1,047,836.19	-	1,047,836.19
8699	ALL OTHER LOCAL REVENUE	-	-	-
8919	IFT-IN OTHER AUTHORIZED IFT	-	248,981.75	248,981.75
	TOTAL REVENUE	<u>1,158,788.46</u>	<u>424,960.57</u>	<u>1,583,749.03</u>
4320	OTHER OFFICE/MISC SUPPLIES	140.00	-	140.00
5620	RENTALS/OPERATING LEASES	800.00	-	800.00
5810	NON-INSTRUCTIONAL PROF CONSULT	62,664.88	-	62,664.88
5840	INTEREST EXPENSE	5,312.68	-	5,312.68
5880	OTHER OPERATING EXPENSES	1,177.32	-	1,177.32
6126	SITE IMPR/FENCE/BKSTOP/ETC	9,494.00	-	9,494.00
6209	PLANNING - SURVEY	28,124.86	-	28,124.86
6210	PLANNING - DSA PLAN CHECK FEE	11,835.00	-	11,835.00
6211	PLANNING - CONSULTANTS	31,064.83	-	31,064.83
6212	PLANNING - ARCHITECT PLAN FEE	46,277.59	-	46,277.59
6221	BUILDING PORTABLE	672,221.75	-	672,221.75
6222	PLANNING - AGENCY FEES	58.00	-	58.00
6240	PRELIMINARY TESTS	750.00	-	750.00
6241	REPROGRAPHICS/IMAGING	190.53	-	190.53
6250	PLANNING - TESTING	(5,260.00)	-	(5,260.00)
6251	PLANNING - GEOTECH	18,710.00	-	18,710.00
6252	PLANNING - BID ADVERTISING	122.26	-	122.26
6273	PROGRAM/PROJECT MGMT FEES	10,200.00	-	10,200.00
6274	CONSTRUCTION - OTHER COSTS	2,920.00	-	2,920.00
6290	CONSTRUCTION - TESTS	6,206.28	-	6,206.28
6291	CONSTRUCTION - INSPECTION	30,420.00	-	30,420.00
	TOTAL EXPENDITURE	<u>933,429.98</u>	<u>-</u>	<u>933,429.98</u>
	INCREASE (DECREASE) IN FUND BALANCE	<u>225,358.48</u>	<u>424,960.57</u>	<u>650,319.05</u>
	FUND BALANCE, 7/1/2017			<u>12,486,148.53</u>
	FUND BALANCE, 6/30/2018			<u>\$ 13,136,467.58</u>

4. Developer Fee Detail Summary – Fiscal Year 2017-2018

See Attachment 1 – End of Report

D. Identification of Each Improvement Funded by Developer Fees and the Expenditure Amount, Including the Percentage of the Cost of Each Project of the District that was Funded with Developer Fees (Government Code Section 66006(b)(1)(E):

Anaheim HS – Interim Shower/Locker Rooms

- DSA and Anaheim Fire Department plan check fees associated with the rehabilitation of the shower/locker rooms.
- Cost: \$2,518.00
- Percentage of the cost funded by Developer Fees: 100%

Ball JHS – Site Restoration Work

- Associated with the removal and transportation of four portable buildings from Ball JHS to Kennedy HS to accommodate growth. The site restoration work was performed in fiscal year 2017-2018.
- Cost: \$9,494.00
- Percentage of the cost funded by Developer Fees: 100%

Cypress HS – Portable Classrooms

- Associated with the installation of three portable buildings to accommodate growth. The relocatable buildings were installed in fiscal year 2017-2018.
- Cost: \$438,321.96
- Percentage of the cost funded by Developer Fees: 100%

Kennedy HS – Portable Classrooms

- Associated with the installation of four portable buildings to accommodate growth. The relocatable buildings were installed in fiscal year 2017-2018.
- Cost: \$362,333.45
- Percentage of the cost funded by Developer Fees: 100%

Magnolia HS – CTE Cybersecurity Pathway Classrooms

- Grant writing services for a CTE grant application associated with new cybersecurity classrooms in a future classroom building (growth).
- Cost: \$8,342.83
- Percentage of the cost funded by Developer Fees: 100%

Oxford Academy – Professional Services

- Geotechnical, survey and utility investigation services associated with the future construction of the Music Building starting in fiscal year 2017-2018.
- Cost: \$42,324.86
- Percentage of the cost funded by Developer Fees: 100%

E. Identification of an Approximate Date by Which the Construction of Projects of the District will Commence if the District Determines that Sufficient Funds have been Collected to Complete Financing on an Incomplete Improvement (Government Code Section 66006(b)(1)(F)):

Refer to Section D above, and Table A on the Five-Year Report.

F. Description of Interfund Transfer or Loan Made from the Fund (Government Code Section 66006(b)(1)(G)):

None for Fiscal Year 2017-2018.

G. Amount of Refunds and Allocations (Government Code Section 66006(b)(1)(H), 66001(e)(f)):

None for Fiscal Year 2017-2018.

In accordance with Government Code Section 66006(b)(2), the District will make the foregoing information available to the public at least fifteen days prior to consideration by the Board of Trustees.

Attachment 1

2017-2018 Developer Fee Summary

COC #	DATE PD	APN / PARCEL #	Tract # Lot #	ESD	STREET ADDRESS	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New	# Units	Det Att.	Description	High Sch	Developer
4410	7/3/2017	BLD2017-02705		AE	2895 Katella Ave	Anaheim	8121	0.27	\$2,192.87	C	A	1	A	Room Addition	KA	BANYAN GROUP CONST.
4411	7/6/2017	BLD2017-02127		MA	2526 W. Beach Place	Anaheim	551	1.68	\$925.68	R	A	1	A	Room Addition	MA	Tony Vu Master Construction
4412	7/10/2017	RS170755	2742	MA	9672 W. Harriet Lane	Anaheim	364	0	\$0.00	R	A	1	A	Room Addition	MA	Under 500 Square Feet
4413	7/12/2017	BLD2017-00582		AE	1031 N. Pitt Street	Anaheim	1599	1.68	\$2,696.32	R	A	1	A	Room Addition	AN	Trang Nguyen
4414	7/13/2017			CY	5691 Lime Ave.	Cypress	731	1.68	\$1,228.08	R	A	1	A	Room Addition	CY	Cynthia Sebastiani
4415	7/17/2017	TPNB001	BLDG1	1 CENT	Stanton Ave.	Buena Park	2095	1.68	\$3,519.60	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB002	BLDG1	2 CENT	Stanton Ave.	Buena Park	1869	1.68	\$3,139.92	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB003	BLDG1	4 CENT	Stanton Ave.	Buena Park	1955	1.68	\$3,284.40	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB006	BLDG1	3 CENT	Stanton Ave.	Buena Park	2135	1.68	\$3,586.80	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB004	BLDG1	5 CENT	Stanton Ave.	Buena Park	1955	1.68	\$3,284.40	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		7014111	BLDG1	6 CENT	Stanton Ave.	Buena Park	1869	1.68	\$3,139.92	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB007	BLDG2	7 CENT	Corsica Lane	Buena Park	2135	1.68	\$3,596.80	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB008	BLDG2	8 CENT	Corsica Lane	Buena Park	1869	1.68	\$3,139.92	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB009	BLDG2	9 CENT	Corsica Lane	Buena Park	1955	1.68	\$3,284.40	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB010	BLDG2	10 CENT	Corsica Lane	Buena Park	1869	1.68	\$3,139.92	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB011	BLDG2	11 CENT	Corsica Lane	Buena Park	2095	1.68	\$3,519.60	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB012	BLDG3	12 CENT	Corsica Lane	Buena Park	2095	1.68	\$3,519.60	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB013	BLDG3	13 CENT	Corsica Lane	Buena Park	1869	1.68	\$3,139.92	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB014	BLDG3	14 CENT	Corsica Lane	Buena Park	1955	1.68	\$3,284.40	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB015	BLDG3	15 CENT	Corsica Lane	Buena Park	1955	1.68	\$3,284.40	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB016	BLDG3	16 CENT	Corsica Lane	Buena Park	1869	1.68	\$3,139.92	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
		TPNB017	BLDG3	17 CENT	Corsica Lane	Buena Park	2135	1.68	\$3,586.80	R	N	1	A	Condominium	MA	BRANDWINE ACQUISITION
4416	7/12/2017	BLD2017-02003		AE	1254 Lighthouse Lane	Anaheim	512	1.68	\$860.16	R	A	1	A	Room Addition	SA	Deimy Hernandez
4417	7/12/2017	BLD2017-01826		AE	1313 S. Harbor Blvd.	Anaheim	17255	0.27	\$4,658.85	C	A	1	A	Bldg. 10060	LO	Disneyland
4418	7/25/2017	BLD2017-00460		AE	1111 N. Liberty Land	Anaheim	4591	1.68	\$7,712.88	C	A	1	A	Room Addition	AN	Ivonne Garcia
4419	7/27/2017	BLD2017-00581		SA	119 W. Wilken Way	Anaheim	1032	1.68	\$1,733.76	R	A	1	A	Room Addition	MA	Aguado Maria Genaro Canseco
4420	7/31/2017			SA	7921 2nd Street	Stanton	5356	1.68	\$8,998.08	R	N	2	A	Contos	WE	Phin Pham
4421	8/7/2017	RS170938	1567	MA	10541 Gilbert Street	Anaheim	400	0	\$0.00	R	A	1	A	Garage conversion	MA	Luong My Le, Huy Tran
4422	8/8/2017	13504403		CENT	7324 Santa Elena Drive	Buena Park	1102	1.68	\$1,851.36	R	A	1	A	Room Addition	WE	Nicole Guillen
4423	8/9/2017			CY	9744 Lipani Circle	Cypress	830	1.68	\$1,394.40	R	A	1	A	Room Addition	CY	Ramanjill K Veer
4424	8/14/2017			CY	4773 75 th 77 th	Cypress	4836	1.68	\$8,124.48	R	N	4	A	Condos	CY	Mike Nguyen, David
4391R	8/17/2017	BLD2017-00975	Bld #10010	AE	1313 S. Harbor Blvd.	Anaheim	325	0.27	\$951.75	C	A	1	A	Bldg. 10010	LO	Disneyland
4392R	8/17/2017	BLD2017-01974	Bld #10070	AE	1313 S. Harbor Blvd.	Anaheim	200	0.27	\$54.00	C	A	1	A	Bldg. 10070	LO	Disneyland
4425	8/21/2017	BLD2016-03984		AE	2551 W. Ball Road	Anaheim	6060	0.27	\$1,636.20	C	A	1	A	Denial Building	MA	E. Avico, Inc., K. Scholnick
4426	8/22/2017	BLD2017-00224		AE	1920 W. Harte Ave	Anaheim	2217	1.68	\$3,724.56	R	A	1	A	Room Addition	LO	John Wu
4427	8/23/2017	BLD2017-02732		AE	1021 N. Gilbert	Anaheim	934	1.68	\$1,569.12	R	A	1	A	Room Addition	SA	Suong Ho
4428	8/23/2017	6932322		CENT	6288 San Ricardo Way	Buena Park	518	1.68	\$870.24	R	A	1	A	Room Addition	KE	Elizabeth Sants
4428A	8/24/2017	7059246		CENT	7835 Bellflower Drive	Buena Park	843	1.68	\$1,416.24	R	A	1	A	Room Addition	SA	Michael Berry
4429	8/25/2017	BLD2016-02810	17520	AE	914-947 E. Drapery Ln, 2395 S. Tapesity, 2396 S. Loom Ct. 915-951 E. Drapery Ln, 2415 S. Tapesity, 2416 S. Loom Ct.	Anaheim	17895	1.68	\$30,063.60	R	N	12	A	Townhomes	KA	Olson Urban II - Chris Borland
4430	8/25/2017	BLD2016-02811	17520	AE	623 S. Leona Street	Anaheim	17895	1.68	\$30,063.60	R	N	12	A	Townhomes	KA	Olson Urban II - Chris Borland
4431	8/28/2017	BLD2017-02068		AE	500 S. Walnut Street	Anaheim	738	1.68	\$1,239.84	R	A	1	A	Room Addition	LO	Quang - Hieu Dan
4432	8/28/2017	BLD2016-05754		AE	100 W. Katella Ave	Anaheim	122603	0.27	\$33,102.81	C	N	178	A	Storage	LO	John Sands - William Warren
4433	8/31/2017	BLD2016-05781		AE	3714 W. Kingsway Ave.	Anaheim	1523	1.68	\$33,525.90	C	N	1	A	Hampton Inn & Suites Hotel	LO	Hi Anaheim LLC - A Patel
4434	9/5/2017	BLD2017-01953		SA	1631 W. Mealls Lane	Anaheim	567	1.68	\$952.56	R	A	1	A	Room Addition	WE	Daniel Jojola
4435	9/7/2017	BLD2017-01096		SA	10451 Westchester Drive	Anaheim	680	1.68	\$1,142.40	R	A	1	A	Room Addition	WE	Timothy N. Byrne
4436	9/11/2017	079-553-14	2841	SA	579 W. Crane Ave	Anaheim	579	1.68	\$972.72	R	A	1	A	Room Addition	WE	Timothy Nguyen
4437	9/14/2017	BLD2017-03106		AE	8747 Hoffman Street	Buena Park	2579	1.68	\$4,332.72	R	N	1	A	New Home	KE	Marcy Rogers
4438	9/18/2017	260-031-01		CENT	1419 W. Holgate Drive	Anaheim	640	1.68	\$1,075.20	R	A	1	A	Room Addition	LO	Duong Dang
4439	9/20/2017	BLD2017-03185														

Attachment 1

2017-2018 Developer Fee Summary

COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	STREET ADDRESS	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New	# Units	Det Att.	Description	High Sch	Developer
4440	9/22/2017	RS170517	2111	83	MA	10971 Jean Street	Anaheim	1188	1.68	\$1,995.84	R	N	1		New Home	MA	Saul Delgado
4441	9/28/2017	BLD2017-02182				416 S. Bush Street	Anaheim	874	1.68	\$1,468.32	R	N		D	New Home	AN	Ahido Cantalez
4442A	9/28/2017	RS170649	255	69	MA	8871 Regal Ave	Anaheim	413	0	\$0.00					Under 500 sq	MA	Jim McCann - J. Rogers
4442	10/5/2017	BLD2017-03650				1298 S. West Place	Anaheim	5040	0.27	\$1,360.80	C				APD Modular Blvd	LO	Disneyland
4443	10/6/2017	BLD2017-03546				255-257 S. Euclid Street	Anaheim	165	0.27	\$44.55	C				Daniels Home Center	SA	Marc McCuan Construction Co.
4444	10/6/2017	BLD2016-02953		71-80 B-8	AE	2455-2488 S. Loom Ct & 964 E. Tapesy Way S	Anaheim	15269	1.68	\$25,651.92	R	N	10	A	Townhomes	KA	Olson Urban II - Chris Borland
		BLD2016-02815		81-90 B-9	AE	2457-2489 S. Loom Ct. & 940 E. Tapesy Way S.	Anaheim	15269	1.68	\$25,651.92	R	N	10	A	Townhomes	KA	Olson Urban II - Chris Borland
4445	10/6/2017	BLD2016-02813		101-106 B-11	AE	2450-2470 S. Twill Ct.	Anaheim	9280	1.68	\$15,590.40	R	N	6	A	Townhomes	KA	Olson Urban II - Chris Borland
		BLD2016-02814		91-100 B-10	AE	2455-2487 S. Twill Ct. & 994 E. Tapesy Way S.	Anaheim	15269	1.68	\$25,651.92	R	N	10	A	Townhomes	KA	Olson Urban II - Chris Borland
4446	10/6/2017	BLD2016-02812		59-70 B-7	AE	315-591 E. Twill Ct., 2438 S. Loom,	Anaheim	17895	1.68	\$30,063.60	R	N	12	A	Townhomes	KA	Olson Urban II - Chris Borland
4447	#####	5949215			CENT	6943 San Bruno Drive	Buena Park	779	1.68	\$1,308.72	R	A	1		Room Addition	WE	Ruben Nguyen
4448	#####	BLD2017-03481			AE	590 E. Orangehorpe	Anaheim	96	0.27	\$25.92	C	A			Fed Ex. Industrial Gate House	AN	George Woloschuk
4337A	#####	BLD2017-01420			AE	1313 Harbor Blvd.	Anaheim	936	0.27	\$252.72	C	A			Added sq. footage	LO	Disneyland
4449	#####	RS170956 & 55	534	19	MA	10742 N. Harcourt Ave. A & B	Anaheim	4128	1.68	\$6,935.04	R	N	2	D	New Home	MA	TRAN NGUYEN
4450	#####	BLD2017-01428			AE	2540 W. La Palma (FSM5)	Anaheim	2199	0	\$0.00	R				Firestation #5 Residential		EXEMPT - FIRESTATION
4451	#####	BLD2017-02489			AE	1106 W. South	Anaheim	7198	0	\$0.00	C				Room Addition	LO	Khalid Daukhalil
4452	#####	BLD2016-05576			CY	5752 Marion Circle	Cypress	580	1.68	\$974.40	R	A	1		Room Addition	CY	Justin Houghton
4453	#####	BLD2016-05927			AE	1916 W. Ball Road	Anaheim	2884	1.68	\$4,845.12	R	A			Bookroom & storage		EXEMPT - CHURCH
4454	#####	BLD2016-04798			MA	818 S. Kenmore Street	Anaheim	492	0	\$0.00	R	D			Detached 2nd Unit		EXEMPT - Under 500 Sq
4455	11/2/2017	BLD2016-06164			AE	101 E. Katiella Ave.	Anaheim	256499	0.27	\$69,254.73	C	N	352	A	Cambara Hotel & Suites	KA	CS ANAHEIM HOTEL INVESTMENTS
4456	11/6/2017	BLD2017-02932			MA	301 S. Magnolia	Anaheim	100	0.27	\$27.00	C	A			Pizza Hut	MA	Rick Palmore, David Harper
4457	11/8/2017	BLD2017-00885			AE	1007 N. Lido	Anaheim	962	1.68	\$1,616.16	R	A			Room Addition	AN	Ricardo Sevilla
4458	11/8/2017	BLD2016-04798			AE	2637 E. Norm Place	Anaheim	826	1.68	\$1,387.68	R	N	1	D	2nd unit	KA	Johnny VU
4459	11/9/2017	BLD2017-04502			AE	951 E. Mason Lane	Anaheim	26	0.27	\$7.02	C	N			Utility Closet BLDG 24	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04196		87	AE	951 #50	Anaheim	1772	1.68	\$2,976.96	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04383		88	AE	951 #40	Anaheim	1554	1.68	\$2,610.72	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04418		89	AE	951 #30	Anaheim	1598	1.68	\$2,684.64	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04384		90	AE	951 #20	Anaheim	1554	1.68	\$2,610.72	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04197		91	AE	951 #10	Anaheim	1772	1.68	\$2,976.96	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04503			AE	949 E. Mason Lane	Anaheim	26	0.27	\$7.02	C	N			Utility Closet BLDG 8	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04482		92	AE	949 #40	Anaheim	2185	1.68	\$3,670.80	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04258		93	AE	949 #30	Anaheim	1858	1.68	\$3,121.44	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04259		94	AE	949 #20	Anaheim	1858	1.68	\$3,121.44	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
		BLD2017-04452		95	AE	949 #10	Anaheim	2084	1.68	\$3,501.12	R	N			Townhome	KA	Maggi Kibbee TH Lewis Venture LLC
4460	#####				CY	5696 St. Ann Street	Cypress	1602	1.68	\$2,691.36	R	N			New Home	KE	Bonnie Zimmerman
4461	#####				CY	5411 Bishop Street	Cypress	1831	1.68	\$3,076.08	R	N	2		New Home	CY	Tellus Environmental LLC
4461A	#####	BLD2017-03479				423 Illinois Street	Anaheim	575	1.68	\$966.00	R	A			Room Addition	AN	Lap Van Cao
4462	#####	RS170953	2563	23	MA	9521 W. Colchester Drive	Anaheim	495	0	\$0.00	R	A			Room Addition	MA	EXEMPT - Under 500 Sq
4463	12/1/2017	RS170920	2563	25	MA	9502 W. Colchester Drive	Anaheim	444	0	\$0.00	R	A			Room Addition	MA	EXEMPT - Under 500 Sq
4464	12/4/2017				CY	9603 Agusia Court	Cypress	616	1.68	\$1,034.88	R	A			Room Addition	CY	Pavan Masson
4464A	3/5/2018				CY	9603 Agusia Court	Cypress	568	1.68	\$282.24	R	A			Room Addition	CY	Pavan Masson
4465	12/4/2017	BLD2017-02312			SA	3348 W. Ball Road	Anaheim	1770	0.27	\$1,422.90	C	A			Out Patient Medical Bids	WE	Anaheim OC Hospital
4466	12/7/2017	BLD2017-02294			AE	1900 W. Lincoln Ave.	Anaheim	150	0.27	\$40.50	C	A			Storage Room	SA	Arturo Montes / Tony Urbina
4467	12/8/2017	BLD2017-00781			MA	651 S. Magnolia Ave	Anaheim	2874	1.68	\$4,828.32	R	A			Room Addition	MA	Rosa Michael Vargas
4468	#####	BLD2017-03948			MA	2114 W. Ball Road	Anaheim	5175	0.27	\$1,397.25	C	A			Room Addition	MA	Taylor Dunn / Michelle Bleeker
4469	#####	BLD2017-03218			CENT	527 N. Dale	Anaheim	17704	0.27	\$4,780.08	C				Braille Institute	MA	Braille Institute
4470	#####	079-351-15	123	9	SA	10771 Rose Street	Stanton	587	1.68	\$986.16	R	A			Room Addition	WE	Huy Quang

Attachment 1

2017-2018 Developer Fee Summary

COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	STREET ADDRESS	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New Units	Det # Units Att.	Description	High Sch	Developer
4471	#####	BLD2016-05176			AE	119 N. Rio Vista Street	Anaheim	2085	1.68	\$3,502.80	R	A		Room Addition	KA	Pablo Villanueva / Taylor Grove LLC
4472	#####		18092	90-94 & 97	CY	Flora Park Way & Estrella Ct	Cypress	13129	0.27	\$3,544.83	R	N	6	Senior Housing Condos/Apt.	CY	Barton Place William Lyon Homes
4473	#####		18092	138-142	CY	Flora Park Way & Cielo Ct	Cypress	8800	0.27	\$2,376.00	R	N	5	Senior Housing Condos/Apt.	CY	Barton Place William Lyon Homes
4474	#####		1892		CY	Flora Park Way	Cypress	7205	0.27	\$1,945.35	C	N	1	Rec Center & Pool Bldg	CY	Barton Place William Lyon Homes
4475	#####	BLD2017-03807				W. Tedmar Ave	Anaheim	816	1.68	\$1,370.88	R	A	1	Room Addition	LO	Henry Nguyen
4476	#####	BLD2017-03424 & BLD2017-03428			MA	W. Lugro Land 2537	Anaheim	4479	1.68	\$7,524.72	R	A	2	New Homes	MA	Van Daele Development
4477	1/4/2018				CY	Nelson Street	Cypress	1039	1.68	\$1,745.52	R	A	1	Room Addition	CY	Tony Truong KDP Investment
4478	1/5/2018	BLD2017-04541				E. Winston Road	Anaheim	100	0.27	\$27.00	C			Detached Guard Shelter	KA	Stanco Construction
4479	1/9/2018	BLD2017-02540			MA	W. Lincoln Ave.	Anaheim	273	0.27	\$73.71	C			Laundry & Electrical Room	SA	V. Patel / Crystal Inn Hotel
4480	1/8/2018	BLD2017-04805			AE	S. Disneyland Dr. 101 & 102	Anaheim	1781	0.27	\$480.87	C	A		Restrooms Renovations	LO	D. Tran
4481	1/18/2018	BLD2017-08317			AE	Atlanta Street	Anaheim	1382	1.68	\$2,321.76	R	A	1	Room Addition	LO	Henry Huy Nguyen
4482	1/18/2018	BLD2017-05253			AE	S. Disneyland Dr. Blg 501	Anaheim	192	0.27	\$51.84	C	A		add to existing restaurant.	LO	Disneyland Stephen Manaman
4483	1/19/2018				CY	Cypress Ave.	Cypress	839	1.68	\$1,409.52	R	A	A	Room Addition	KE	Christina Chavez / J. Investments
4484	1/23/2018	BLD2017-05237			AE	W. Crescent Ave. #D	Anaheim	600	0	\$0.00	C	A		Church Storage	SA-Rang	Community Church
4485	1/26/2018	BLD2017-03711			AE	S. Disneyland Dr.	Anaheim	1083	0.27	\$292.41	C	A		New Bldgs / Paradise Pier Enhancements	LO	Disneyland Resort
4486	1/26/2018	7018109			MA	Greenleaf Ave.	Buena Park	908	1.68	\$1,525.44	R	A	A	Room Addition	MA	Loretta Gon
4487	1/31/2018	BLD2017-02372			AE	N. Clifton Street	Anaheim	626	1.68	\$1,051.68	R	A	A	Room Addition	AN	Audrey Burns
4488	1/31/2018	BLD2017-01202			AE	S. Anaheim Blvd	Anaheim	599	0.27	\$161.73	C			Restrooms	KA	Christy Sain
4489	2/5/2018	BLD2017-03642			AE	E. Mason Lane	Anaheim	719	0.27	\$194.13	C			Pool House	KA	Maggi Kibbee TH Lewis Venture LLC
4490	2/8/2018	B17-25340			CENT	La Palma	Buena Park	2998	1.68	\$5,036.64	R	N	1	New 2 Story Home	KE	Mike Nguyen
4491	2/8/2018	B17-25337			CENT	La Palma	Buena Park	2998	1.68	\$5,036.64	R	N	1	New 2 Story Home	KE	Mike Nguyen
4492	2/9/2018	B17-25530				La Palma	Buena Park	2998	1.68	\$5,036.64	R	N	1	New 2 Story Home	KE	Mike Nguyen
4493	2/10/2018	B17-25341				La Palma	Buena Park	2998	1.68	\$5,036.64	R	N	1	New 2 Story Home	KE	Mike Nguyen
4494	2/11/2018	B17-25332				La Palma	Buena Park	2998	1.68	\$5,036.64	R	N	1	New 2 Story Home	KE	Mike Nguyen
4495	2/9/2018	BLD2017-04194		26-32	AE	E. Mason Lane #10, 20, 30, 40, 50, 60, 70	Anaheim	11402	1.68	\$19,155.36	R	N	7	New Condos	KA	TH Lewis Venture LLC M. Kibbee
4496	2/13/2018	BLD2017-04489		20	AE	E. Mason Lane	Anaheim	20	0.27	\$5.40	C	N		Utility Closet	KA	TH Lewis Venture LLC M. Kibbee
4488R	2/13/2018	BLD2017-01202			AE	E. Anaheim Blvd	Anaheim	61	0.27	\$16.47	C			Restrooms	KA	Donald Gregory Christy Sain
4496	2/13/2018	079-344-06	123	2	SA	Rose Street	Stanton	893	1.68	\$1,500.24	R	A	1	Room Addition	WE	Eunice Saulson
4497	2/14/2018		17813 thru 16		MA	10471, 461, 451, 472, 462, 452 Oakley Drive	Anaheim	12440	1.68	\$20,899.20	R	N	6	New Homes (3-story)	MA	Van Daele Development
	2/14/2018		17858 thru 25		MA	2548, 42, 362, 30, 24 W. Lugro Lane	Anaheim	10178	1.68	\$17,099.04	R	N	5	New Homes	MA	Van Daele Development
4498	2/15/2018				SA	10392 Westchester Drive	Stanton	1197	1.68	\$2,010.96	R	N	1	New Home	WE	Thau Trinh
5000	2/16/2018		10560	18	CY	Valley View Street	Cypress	11834	0.27	\$30,195.18	C	N		Storage Unit	CY	SS Valley View, LLC
5001	2/16/2018	BLD2017-03478			AE	W. Katella	Anaheim	40928	0	\$0.00	C			Opened parking structure	KA	Aric Yarberry
5002	2/22/2018	BLD2017-04852			AE	W. Katella	Anaheim	813	0.27	\$219.51	C			Service Comdor	KA	Aric Yarberry
5003	2/26/2018	126-503-16			MA	Mac Street	Stanton	4071	1.68	\$6,839.28	R	N	2	New Homes	MA	Cong Khanh Huu Tran
5004	2/27/2018	BLD2018-00543		10050	CENT	S. Harbor Blvd.	Anaheim	742	0.27	\$200.34	C	N		New Electrical Bldg.	LO	Wait Disney Imagineering
5005	2/27/2018	26344112			AE	Berry Ave.	Buena Park	625	1.68	\$1,050.00	R	A		Room Addition	KE	Brigitte Miramontes
5006	3/2/2018	BLD2016-02524			AE	N. West	Anaheim	800	1.68	\$1,344.00	R	A	2nd	Detached 2nd Unit	AN	Troy Bowen
5007	3/2/2018	BLD2017-03054			AE	W. Olinda Lane	Anaheim	1959	1.68	\$3,291.12	R	A	A	2nd floor addition	WE	Armando Serrato
5008	3/5/2018	BLD2015-05317			MA	W. Lincoln Ave.	Anaheim	790	0.27	\$213.30	C				MA	Tai Anh Nguyen
5009	3/5/2018	BLD2018-00430			AE	Disneyland Drive	Anaheim	7	0.27	\$1.89	C		A	Existing Food Court	LO	Preston Jensen - Disneyland Reson

Attachment 1

2017-2018 Developer Fee Summary

COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	STREET ADDRESS	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New Units	Det Units/ Att.	Description	High Sch	Developer
5010	3/7/2018	RS150602	2111	37	MA	9521 W. Crestwood Lane	Anaheim	2106	1.68	\$3,538.08	R	A	1	A	MA	Raymond Ruedgas
5011	3/13/2018	BLD2017-04448, BLD2017-04253, 04478		73 thru 76	AE	1616 S. Disneyland Drive	Anaheim	645	0.27	\$174.15	C	A		Existing 2nd floor addition	LO	Preston Jensen - Disneyland Resor
5012	3/14/2018	04252, 04253, 04478		77 thru 80	AE	975 E. Mason Units# 10, 20, 30, 40	Anaheim	15970	1.68	\$26,829.60	R	N	4	D	KA	TH Lewis Venture LLC M. Kibbee
5013	3/15/2018	BLD2017-04479, 04254, 04255, 04449		77 thru 80	AE	971 E. Mason Units# 10, 20, 30, 40	Anaheim			\$0.00	R	N	4	D	KA	TH Lewis Venture LLC M. Kibbee
5014	3/15/2018	BLD2017-04499		14	AE	971 E. Macon BLD. 14	Anaheim	26	0.27	\$7.02	C	N		Utility Closet	KA	TH Lewis Venture LLC M. Kibbee
5015	3/15/2018	BLD2017-04292 & 04294		15	AE	975 E. Macon BLD. 15	Anaheim	26	0.27	\$7.02	C	N		Utility Closet	KA	TH Lewis Venture LLC M. Kibbee
5016	3/21/2018	RS180005			MA	2219 W. Lincoln Ave.	Anaheim	3537	0.27	\$954.99	C	N		Canopy	SA	Loung Chao
5017	3/23/2018	BLD2017-04627		11	MA	10271 Yana Drive	Stanton	800	1.68	\$1,344.00	R	N	D	2nd unit	MA	David Tran
5018	3/23/2018	BLD2017-04628		11	MA	10131 Gravier Street	Anaheim	320	0	\$0.00	R	A	D	2nd unit	MA	Jesus Padilla
5019	3/23/2018	BLD2017-04630		AE	AE	111 E. Katella Ave.	Anaheim	5207	0.27	\$1,405.89	C	A		Retail Restaurant	KA	CS ANAHEIM HOTEL INVESTMENTS
5020	3/23/2018	BLD2017-01956		AE	AE	121 E. Katella Ave.	Anaheim	5207	0.27	\$1,405.89	C	A		Retail Restaurant	KA	CS ANAHEIM HOTEL INVESTMENTS
5021	3/28/2018	6942222	RS-6		CENT	610 N. Anaheim Blvd.	Anaheim	5181	0.27	\$1,398.87	C	A		Retail Restaurant	KA	CS ANAHEIM HOTEL INVESTMENTS
5022	3/26/2018	BLD2018-00829 & 00986			AE	809 & 827 S. Dakota Street	Buena Park	2192	0.27	\$91.84	C	A	A	Room Addition	KE	Lenny Gallego, Ed & Vina Cabaluna
5023	3/27/2018	RS180012	RS-6		CENT	8395 Mars Drive	Anaheim	1663	1.68	\$2,793.84	R	A	6	A	KA	Avon Dakota Housing Partners
5024	3/30/2018	RS171654	2274	42	MA	9841 W. Palms Road	Anaheim	1455	1.68	\$2,444.40	R	A	A	Room Addition	MA	Julian Kwon
5025	4/3/2018	BLD2017-01288		B,C,D	AE	1199 N. Euclid Street	Anaheim	680	1.68	\$1,142.40	R	A	D	Room Addition	MA	Hong Thi Le
5026	4/3/2018	BLD2017-01288		B,C,D	AE	1199 N. Euclid Street	Anaheim	1415	1.68	\$2,377.20	R	N	2nd	D	MA	James Kieu
5027	4/5/2018	BLD2017-01288		B,C,D	AE	1199 N. Euclid Street	Anaheim	4314	0.27	\$1,164.78	C			new detached 2-story 2nd unit	SA	Solidway Construction L. Wang
5028	4/5/2018	BLD2017-01288		B,C,D	AE	1199 N. Euclid Street	Anaheim	99	0.27	\$26.73	C				SA	Solidway Construction L. Wang
5029	4/6/2018	BLD2017-04415, 04358, 04359, 04193	18092	13-24	CY	Flora Park Way, Estrella Ct, Luna Ct, Cl.	Cypress	28249	0.27	\$7,087.23	R	N	12	D	CY	Barton Place William Lyon Homes
5030	4/24/2018	BLD2017-04488	18092	148-167	CY	Flora Park Way, Hermosa Ct, Mesa Ct.	Cypress	35200	0.27	\$9,504.00	R	N	20	D	CY	Barton Place William Lyon Homes
5031	4/25/2018	BLD2017-05696		21-25	AE	939 E. Mason Lane #10, 20, 30, 40	Anaheim	6478	1.68	\$10,863.04	R	N	4	D	KA	TH Lewis Venture LLC M. Kibbee
5032	4/27/2018	BLD2016-06180			AE	328 W. South Street	Anaheim	3289	1.68	\$5,491.92	R	N	1	D	KA	Vincent Yee
5033	4/27/2018	RS180111	2342	68	MA	9631 W. Colchester Drive	Anaheim	594	1.68	\$997.92	R	A	1	A	MA	Jenny Tran
5034	5/1/2018	RS180368	1567	83	MA	9342 W. Cerritos Ave	Anaheim	512	1.68	\$860.16	R	A	1	A	MA	Hinh V Tran
5035	5/3/2018	BLD2018-00920			AE	1142 N Arbor Street	Anaheim	616	1.68	\$1,034.88	R	A	1	A	AN	Joe Guzman
5036	5/4/2018	BLD2017-004473		56	AE	969 E Mason Lane #10	Anaheim	2185	1.68	\$3,670.80	R	N	1	D	KA	TH Lewis Venture LLC M. Kibbee
5037	5/17/2018	BLD2017-04246		59	AE	969 #20	Anaheim	1858	1.68	\$3,121.44	R	N	1	D	KA	TH Lewis Venture LLC M. Kibbee
5038	5/18/2018	BLD2017-04444		60	AE	969 #30	Anaheim	2070	1.68	\$3,477.60	R	N	1	D	KA	TH Lewis Venture LLC M. Kibbee
5039	5/18/2018	BLD2017-04445		61	AE	969 #40	Anaheim	2070	1.68	\$3,477.60	R	N	1	D	KA	TH Lewis Venture LLC M. Kibbee
5040	5/18/2018	BLD2017-04247		62	AE	969 #50	Anaheim	1858	1.68	\$3,121.44	R	N	1	D	KA	TH Lewis Venture LLC M. Kibbee
5041	5/18/2018	BLD2017-04474		63	AE	969 #60	Anaheim	2185	1.68	\$3,670.80	R	N	1	D	KA	TH Lewis Venture LLC M. Kibbee
5042	5/18/2018	BLD2017-04485		64	AE	969 E. Mason Lane	Anaheim	26	0.27	\$7.02	C	N		Utility Closet	KA	TH Lewis Venture LLC M. Kibbee
5043	5/18/2018	BLD2017-04679		65	AE	1030 W. Katella Ave.	Anaheim	629693	0.27	\$170,071.11	C	N		Westin Anaheim Resort	LO	FJS Inc. Aic Yarberty
5044	5/18/2018	BLD2017-04679	6659	111	SA	5593 Teakwood Street	Anaheim	1050	1.68	\$1,764.00	R	A	A	Room Addition	WE	Juslin Nguyen

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

PROCUREMENT OF LEARNING MANAGEMENT SYSTEM AND SERVICES

RESOLUTION NO. 2018/19-B-15

December 13, 2018

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

WHEREAS, the Governing Board of the Anaheim Union High School District ("District") intends on expending funds to procure learning management system and services throughout the District; and

WHEREAS, due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure various telecommunications equipment, software and other related electronic equipment and apparatus and services in accordance with Public Contract Code Section 20118.2; and

WHEREAS, Public Contract Code Section 20118.2 further states that it is in the District's best interest 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, telecommunications, related equipment, software, and services; and

WHEREAS, the District intends on procuring education management information systems including, but not limited to, learning management system; additional system needs from our Local Control Accountability Plan (LCAP); services; implementation and training; (collectively, "learning management system"); for all sites within the District; and

WHEREAS, the procurement of learning management system will be funded with various funds; and

WHEREAS, the District finds that learning management system and services being procured by the District are not available in substantial quantities to the general public in accordance with Public Contract Code Section 20118.2(b), and therefore, qualifies for procurement through competitive negotiations; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(d), the District will engage in competitive negotiations for the procurement learning management system and services which will include, but not be limited to, all of the following requirements:

1. Requests for proposals will be prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.

2. Notice of the requests for proposals will be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The District will make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the request for proposals is received.
4. The requests for proposals will identify all significant evaluation factors, including price, and their relative importance.
5. The District will provide reasonable procedures for the technical evaluation of the proposals received, the identification of qualified sources, and the selection for the award of the contract.
6. Award will be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
7. If award is not made to the bidder whose proposal contains the lowest price, the District shall make a finding setting forth the basis for the award.

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

- Section 1. That the above recitals are all true and correct.
- Section 2. That the District intends on procuring learning management system and services described above, and finds that they meet the requirements set forth in Public Contract Code Section 20118.2, and therefore, qualify for procurement in accordance with Public Contract Code Section 20118.2(d).
- Section 3. That the District's Governing Board hereby approves the delegation of authority and appoints the assistant superintendent, Business, who is hereby authorized and directed, pursuant to a majority of the vote of the Governing Board and Education Code Section 17604 and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.
- Section 4. That the District will engage in competitive negotiations and comply with the requirements set forth in Public Contract Code Section 20118.2(d).
- Section 5. That the District will award a contract for the procurement of learning management system and services described above based on evaluation factors set forth in the requests for proposals and other factors including those set forth in Public Contract Code Section 20118.2(a).

Section 6. That this resolution shall be effective as of the date of its adoption.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on December 13, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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, 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 13th day of December 2018, 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 13th day of December 2018.

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

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

**PROCUREMENT OF VIDEO SURVEILLANCE SYSTEMS AND RELATED ELECTRONIC
EQUIPMENT, APPARATUS, AND SERVICES**

RESOLUTION NO. 2018/19-B-16

December 13, 2018

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District ("District") intends on expending funds to procure various video surveillance systems and related electronic equipment, apparatus, and services throughout the District; and

WHEREAS, due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure various video surveillance systems, software and other related electronic equipment and apparatus and services in accordance with Public Contract Code Section 20118.2; and

WHEREAS, Public Contract Code Section 20118.2 further states that it is in the District's best interest 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, telecommunications, related equipment, software, and services; and

WHEREAS, the District intends on procuring cameras; servers; controls; switching equipment and services; software; design layout; programming services; implementation and training; (collectively, "Video Surveillance Systems"); for all sites within the District; and

WHEREAS, the procurement of the Video Surveillance Systems will be funded with Measure H bond proceeds; and

WHEREAS, the District finds that the Video Surveillance Systems being procured by the District are not available in substantial quantities to the general public, and therefore, qualifies for procurement pursuant to Public Contract Code Section 20118.2; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(d), the District issued Request for Proposal (RFP) 2019-10 Surveillance Solution Districtwide for the procurement of the Video Surveillance Systems which included, the following:

1. An RFP was prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.

2. Notice of the RFP was published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The District made every effort to generate the maximum feasible number of proposals from qualified sources and at the two-day mandatory job walk there were over twenty companies that attended from which five proposals were received.
4. The RFP evaluations were conducted as a two phase process; (a) a paper screening and (b) a presentation to a committee, through which significant evaluation factors and their relative importance were identified including 1) price, being the highest value; 2) level of service and delivery; 3) technical proposal; 4) qualifications, past performance, and background; 5) overall solution and design; 6) scheduling; 7) video management solution including storage and archiving; 8) cameras, hardware, functionality, future flexibility, serviceability, scalability, and features, which were used for both phases.
5. All five proposals submitted were accepted and passed phase one which was the paper screening process.
6. A committee comprised of a principals, assistant principals, District office administrators, private and local law enforcement, and surveillance system engineer/consultant, participated in the second phase of the evaluation process and spent approximately two days observing presentations, asking questions, evaluating, and determining the solution that best fit the requirements of the District using the criteria established above.
7. The committee utilized a point value for each of the eight criteria in phase two, at which point HCI Systems, Inc. obtained the most points (87.7).

NOW, THEREFORE, THE GOVERNING BOARD DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

- Section 1. That the above recitals are all true and correct.
- Section 2. That the District hereby finds that even though HCI Systems, Inc. had the second lowest price, HCI Systems, Inc. obtained the most points (87.7), and was deemed the most qualified bidder whose proposal met all the critical evaluation factors in phase two of the evaluation process.
- Section 3. Public Contract Code Section 20118.2 allowed the District to consider key factors other than just price in determining the award due to the highly specialized requirement of the Video Surveillance System.
- Section 4. That the Board of Trustees awards RFP 2019-10 Surveillance Solution District Wide to HCI Systems, Inc., based on the two phase evaluation process set forth above.
- Section 5. That the Board of Trustees hereby approves the delegation of authority to the assistant superintendent, Business, who is hereby

authorized and directed, pursuant to a majority of the vote of the Board of Trustees and Education Code Section 17604 and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.

Section 6. That this resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 13th day of December 2018, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 13th day of December 2018, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Anaheim Union High School District Board of Trustees this 13th day of December 2018.

Michael B. Matsuda
Superintendent and
Secretary to the Governing Board

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):

13th	day of	December	2018
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by and between

Diana Larsen

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice; and

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Render a sole source opinion for ongoing Aeries updates and support.
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Site/School:	Education & Information Technology	Funds (Cost Center):	General Funds
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2. List of Other Supportive Staff or Consultants:

N/A

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	December 13, 2018
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and shall diligently perform as specified and complete performance by:

Date:	January 11, 2019
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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:

Aeries contract information

5. District shall pay Consultant the maximum amount of

\$350

for services rendered

to # of people:	1	# hours per day:	n/a	# of days:	n/a
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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 Aeries updates and support.

- 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 Aeries updates and support.

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) _____
- 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):

Diana Larsen	Anaheim Union High School District
--------------	------------------------------------

Typed Name/Title of Authorized Signatory: Typed Name of Assistant Superintendent:

Retired Deputy Superintendent of Business	Jennifer Root
---	---------------

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:

--	--

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	---

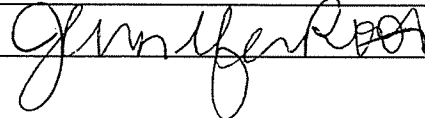
Telephone Number: E-mail Address:

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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: 12/5/18
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Memorandum of Understanding
TeachFX & Anaheim Union High School District
November 28, 2018

This is a memorandum of understanding between TeachFX, Inc. and Anaheim Union High School District (AUHSD) regarding a pilot program to implement TeachFX's software with 100 AUHSD educators. The pilot will take place among three AUHSD groups: (1) a school to be named by AUHSD, (2) the district's administrator development cohort, and (3) AUHSD's "T2" teachers that guide instructional delivery and implementation. The goal of these pilots is to measure student talk time in classrooms to track progress toward the district's goal of increasing student talk for English language learner students to 30% of class time.

Software Subscription

TeachFX will provide to AUHSD a TeachFX software subscription for 100 accounts for one year, from January 1, 2019 through December 31, 2019. The subscription will provide all account holders with unlimited recording capabilities; audio playback; class transcriptions; teacher talk, student talk, group talk, and wait time metrics; the ability to share recordings and class reports; analytics of classes over time; scheduling functionality; written comments linked to audio; and live note-taking ability for class observations. Additionally, AUHSD may define any number of "communities" that capture data from groups of accounts (e.g. all teachers at a particular school, or teachers in a particular subject area) and designate single accounts as "community leaders" able to view dashboards with aggregated talk metrics. For the 1-year subscription, AUHSD will pay TeachFX \$24,000, due February 1, 2019.

Professional Development Workshops

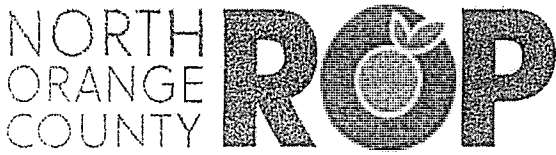
TeachFX will provide six professional development workshops to AUHSD. These workshops will be delivered in two phases, a launch session and follow-up, tailored to each of the three different piloting groups. The launch workshops will take place in January/February 2019 and the follow-up workshops will take place in March/April 2019. Exact dates for the workshops will be determined jointly by TeachFX and AUHSD at a later date. The workshops will focus on helping teachers interpret their class data from TeachFX, collaborate better in teacher teams and coaching relationships using the TeachFX tool, and improve instruction. Additionally, prior to the initial launch workshops, TeachFX will provide onboarding calls over Zoom to introduce TeachFX to all piloting teachers. For the six workshops and onboarding calls, AUHSD will pay TeachFX \$15,000, due within 30 days of delivery of the last workshop.

Additional Support

TeachFX will also provide AUHSD with additional implementation and technical support. In general, TeachFX will aim to provide any assistance or consultation AUHSD needs throughout the piloting period. Specifically, TeachFX will be available for monthly check-in calls for all AUHSD administrators running the pilot groups and for Manuel Colón as AUHSD pilot coordinator. TeachFX will also provide technical support as needed for teachers on an ongoing basis. TeachFX will provide this additional support at no cost to AUHSD.

Jamie Poskin, CEO
TeachFX, Inc.
3375 Edison Way
Menlo Park, CA 94025
(650) 814-2792

Jaron Fried, Assistant Superintendent
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
(714) 999-3575



VOCATIONAL NURSING TRAINING AGREEMENT TO USE COMMUNITY CLASSROOM FACILITIES

EXHIBIT M

By this agreement, dated 12/13/18, North

Orange County Regional Occupational Program located at 385 N. Muller St., Anaheim, CA 92801 and Anaheim Union High School District (AUHSD) located at 501 W. Crescent Way, Anaheim Ca 92801. hereinafter referred to as the Management of the Community Classroom Facilities, mutually agree that:

All career-technical instruction and training held at AUHSD community classroom shall be conducted pursuant to the California Education Code, Chapter 9, Article 5, and rules and regulations adopted by the Superintendent of Public Instruction. The unpaid on-the-job experiences shall be in accordance with the Individualized Training Plan, which includes specific performance objectives and a statement of expected time requirement for attainment of each objective.

II

All students of the North Orange County Regional Occupational Program enrolled in the course entitled Vocational Nursing, CBEDS Code, conducted in the community classroom shall be under the immediate supervision and control of an instructor who is an employee of North Orange County Regional Occupational Program and who holds a valid California Teaching Credential authorizing the subject to be taught.

III

No student enrolled in career-technical instruction and training courses shall replace an employee of the community classroom management or cause the employee hours to be reduced, nor shall the student's training activities preclude the hiring of additional employees.

IV

The student to instructor ratio shall not exceed fifteen (15) to one (1) in the clinical facility.

V

Neither the North Orange County Regional Occupational Program nor the Management of the Community Classroom Facilities shall discriminate against any student on the basis of race, color, national origin, sex, or disability in making available opportunities in career-technical instruction and training.

VI

Annually all Training Agreements are reviewed by the Board of Trustees of the North Orange County Regional Occupational Program and shall be in effect for two years or until terminated or amended by mutual written consent of the parties and/or terminated upon sixty (60) days notice in writing by either party.

VII

North Orange County Regional Occupational Program must provide immediate supervision by a California Department of Public Health approved instructor during clinical training.

Authorized Signature of Health Facility Management: Veronica Medina
Print Name of Health Facility Management: Anaheim Union High School District
Title of Health Facility Management: Veronica Medina
Name of Site Contact Person (Please print or type.): 501 N. Crescent Way
Street Address: Anaheim, Ca 92801
City State Zip: (714) 230-5133
Telephone: medina_v @ auhsd.us
Email Address of Site Contact Person

-ROP Office Use Only-
In region [] Out-of-region [] Out-of-region ROP notified []
North Orange County Regional Occupational Program
Administrator's Initials
Signature of Training Program Instructor
Signature of Administrator, Instructional Programs
Signature of Assistant Superintendent, Educational Services
Date Approved by Board of Trustees



COMMUNITY CLASSROOM GUIDELINES

Definition and Purpose:

A Community Classroom is a site or a series of physical locations in which career-technical training programs are conducted. A community classroom has as its general purpose the extension of career-technical training opportunities by utilizing community sites and facilities.

Certificated Supervision/Instruction:

Students shall be under the immediate supervision and control of a North Orange County ROP employee who possesses a valid vocational credential authorizing the subject to be taught. The term "immediate supervision" means pupil participation in unpaid on-the-job experiences as outlined under a training agreement and individual training plan, wherein the supervisor of the training site and certificated school personnel share the responsibility for the supervision of on-the-job experiences.

Training programs in a community classroom shall include group and individualized related instruction.

Roles for Others:

There may be persons designated within the community classroom location who will help provide the students with tools, instructional materials, procedures, safety equipment, and training experiences. These persons cannot assume the certificated instructors' responsibilities for rotation, directing and monitoring the learning process of each student.

Individualized Training Plans:

Each student must have a written training plan describing the specific skills and employment levels the student will be expected to learn, and the expected duration of training.

Class Size:

The student to instructor ratio shall not exceed fifteen (15) to one (1) in the clinical facility.

Student/Instructor Interaction:

Instructor shall provide immediate and direct supervision of students at the facility during the clinical training. The student shall be moved from learning one career-technical skill to another by the certificated instructor whenever it is determined that the student has learned the career-technical skill or has become employable in it.

Employment vs. Training:

A student who has been hired by the management of their community classroom site shall not continue in training at that site in the same training area where employment is incurred.

Regular Employees vs. Students:

No student may displace or reduce the number of work hours for a paid employee, nor shall the student's training activities preclude the hiring of new paid employees. It is appropriate, however, for students to train under close observation of a qualified paid employee.

Workers Compensation:

Students enrolled in career-technical training classes held in the community are considered to be employees of the school district or county superintendent of schools, or any school administered by the State Department of Education, for the purpose of providing workers' compensation insurance. Workers' compensation and liability insurance coverage is *only* during scheduled training hours. Training of students at other times is a violation of the Joint Venture Training Agreement as there would be no credentialed instructor on duty at that time.

No Employment Guarantee:

The student cannot be guaranteed a job at the conclusion of the training period.

Responsibilities of the Training Program

- Agree to follow and maintain compliance with local, state and federal laws and regulations.
 - Assume all training, teaching, monitoring, shadowing, and proctoring of all students in the training program and cannot allow facility staff to assume any of these responsibilities.
 - Ensure that student to instructor ratio shall not exceed fifteen (15) to one (1).
 - Evaluate student skills in the clinical setting with patients and record results on the student record.
 - Furnish the health facility with a list of student names, including training dates and times, as well as verification that students have had the following prior to providing direct care to residents/patients:
 1. Criminal screening
 2. Medical history and physical examination with tuberculin skin test PPD (or chest x-ray)
 3. Physical examination results signed by the individual doing the examination, indicating that the student does not have any health condition that would interfere with the student's ability to perform care duties, and that the student is free from signs or symptoms of infectious disease.
 - Provide a minimum of 100 hours of clinical training for students in a health facility setting to ensure that students have the opportunity to practice and demonstrate nursing and home care skills with direct patient contact.
 - Provide immediate and direct supervision of students at the facility during the clinical training by RN/LVN instructors approved by the California Department of Public Health.
 - Work collaboratively with the health facility to establish a clinical schedule with dates and times.
- Responsibility of the Health Facility**
- Agree to follow and maintain compliance with local, state and federal laws and regulations.
 - Provide access for training program students in order to practice and demonstrate nursing skills with direct patient contact.



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

13 th	day of	December	2018
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by and between

Dung Tran

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:

Dung Tran, Vietnamese Professor Language Expert, will provide translation of BECOME Project materials from English to Vietnamese, per grant narrative

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

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	January 19, 2018
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
-------	---------------

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$2,500

for services rendered

to # of people:	five	# hours per day:	2 hours	# of days:	25 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:

Rendering text materials

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Instructional expertise that copes closely with Common Core State Standards

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.
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- 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.
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- 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):

Dung Tran	Anaheim Union High School District
------------------	---

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Dung Tran	Dr. Jaron Fried
------------------	------------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

12482 Oertly Drive	501 Crescent Way, P.O. Box 3520
---------------------------	--

City, State, Zip Code

City, State, Zip Code

Garden Grove, CA, 92840	Anaheim, CA 92803-3520
--------------------------------	-------------------------------

Date:

Date:

December 3, 2018	
-------------------------	--

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:

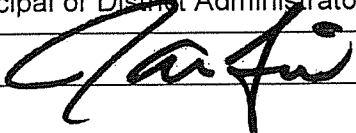
E-mail Address:

714 791 8433	dungngoctran@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:	12/3/18
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EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this

13 th	day of	December	2018
------------------	--------	----------	------

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.

Site/School:	EL and Multilingual Service, BECOME Project	Funds:	Grant Funds (4520)
--------------	---	--------	--------------------

2. List of Other Supportive Staff or Consultants:

No other support staff is required

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	January 19, 2018
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
-------	---------------

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$2,500

for services rendered

to # of people:	1	# hours per day:	7	# of days:	3
-----------------	---	------------------	---	------------	---

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability

and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

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.
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- 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.
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- 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):

Vy Hoang	Anaheim Union High School District
----------	------------------------------------

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Vy Hoang	Dr. Jaron Fried
----------	-----------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

12292 Hampton Avenue	501 Crescent Way, P.O. Box 3520
----------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Garden Grove, CA 92840	Anaheim, CA 92803-3520
------------------------	------------------------

Date:

Date:

December 3, 2018	
------------------	--

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:

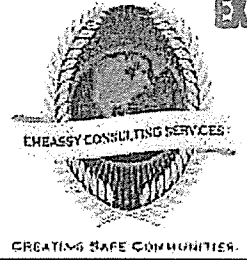
714-548-5658	Vy.Hoang@live.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 12/3/18
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EMBASSY CONSULTING SERVICES, LLC

11278 LOS ALAMITOS BLVD. #232

LOS ALAMITOS, CA 90720

PROGRAM AGREEMENT

AGREEMENT TO PERFORM CONSULTING SERVICES FOR CYPRESS HIGH SCHOOL

This Program Agreement is entered into by and between Contractor, Embassy Consulting Services, LLC and the Client, Cypress High School and is subject to the terms and conditions specified below.

SCOPE OF WORK

Embassy Consulting Services, LLC will provide Cypress High School with the following:

- *One (1), two (2) hour, Active Shooter / Workplace Violence Training*

DATE OF PROGRAM DELIVERY

Embassy Consulting Services, LLC will deliver this training on the following date:

- *Friday, February 1, 2019*
 - *8:00am to 10:00am*

CONTRACTOR RESPONSIBILITIES

Embassy Consulting Services, LLC will provide one trained instructor, Lt. Melvin McGuire, to facilitate this agreed upon training.

CLIENT RESPONSIBILITIES

- *Cypress High School will provide a location and training room that can comfortably allow appropriate teaching/seating configurations.*
- *Cypress High School will notify Embassy Consulting Services, LLC immediately of any changes (dates, scheduling, participant attendance, etc.).*
- *Cypress High School will be responsible for easels, flipchart paper, LCD projector/screen, and making any handouts that will be provided to the participants during the program by Embassy Consulting Services, LLC.*

FEE SCHEDULE



Cypress High School agrees to pay Embassy Consulting Services, LLC, \$750.00 for the services outlined in this agreement. Check must be payable to Embassy Consulting Services, LLC and paid within 14 days of the training's completion.

COMPLETION CRITERIA

Embassy Consulting Services, LLC shall have fulfilled its obligations when any one of the following first occurs:

- *Contractor conducts the Program described within this agreement*
- *Contractor and/or Client has the right to cancel services or deliverables not yet provided with [20] business days advance written notice to the other party.*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be effective as of the day, month and year first written above.

	<i>Cypress High School</i>		<i>Embassy Consulting Services, LLC</i>
By:		By:	
Name:	Jodie Wales, Ed.D.	Name:	Josef Levy
Title:	Principal	Title:	President, Embassy Consulting Services
Date:	10 - 23 - 18	Date:	October 22, 2018

Board Approval: December 13, 2018

Signature:

_____ Date: _____

Dr. Jaron Fried
Assistant Superintendent, Educational Services
Anaheim Union High School District

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:

13 th	day of	December	2018
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by and between

Cynthia Liu, K-12 News Network

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:

Cynthia Liu will conduct surveys, interviews, and otherwise gather research to design a social media strategy. She will integrate a broad social media plan to incorporate new groups with existing District assets, technology, and communication strategies. As well as, provide two-way conversations with District parent and student groups on platforms best suited for them. Cynthia will also enable formation of communication with recent graduates and young alumni organizations to keep them abreast of District news, ensuring any students engaged in District-related public communication do so in alignment with state and student privacy laws and that the social media strategy provides clear protocols for teacher, parent, and staff messaging.

Site/School:	District Office	Funds (Cost Center):	General Funds
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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:	December 14, 2018
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2019
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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 support staff is required.

5. District shall pay Consultant the maximum amount of

\$20,000

for services rendered

to # of people:	District-wide	# hours per day:	n/a	# days:	of 8 months
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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's deliverables will include a report and its presentation, examples of existing uses of tools/platforms that can be adapted to AUHSD's needs along with any budgetary considerations, and any necessary organizational charts or compilations of best practices establishing protocols for AUHSD social media communicators to follow.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Cynthia Liu is CEO/Founder of K-12 News Network, a grassroots education news and civic engagement platform that brings elevating public school communities into the digital age. Her past successful experiences with AUHSD include designing a student civic engagement project where high school students persuaded the then-Mayor of Anaheim to declare it an official Partnership for 21st Century learning city that uses district/city/local business apprenticeship programs to launch students on career paths.

List any technical support that will need to be supplied by District:

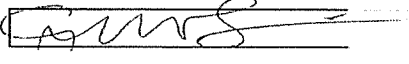
Technical support is not required.

**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:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Cynthia LIU/K-12 News Network	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Cynthia Liu	Dr. Jaron Fried
Authorized Signature:	
Signature of Assistant Superintendent:	
	
Street Address:	
1819 Oak St.	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
South Pasadena, CA 91030	Anaheim, CA 92803-3520
Date:	
9/4/18	

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify: Non-profit Organization	

Social Security Number* or Federal Identification Number*

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*Or, initial below:

CL	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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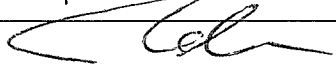
Telephone Number: E-mail Address:

323-839-0419	K12newsnetwork@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:	10/26/18
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**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	KATELLA HIGH SCHOOL	Date of Application:	10-18-18
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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:

Interact Club Of Katella High School

Purpose of the group:


The purpose of Interact club is to build leadership skills, encourage students to take action in their community, and to promote international understanding. Interact offers events where members can serve community service. It creates awareness in students on what is going on locally and internationally by leading two projects. One project is focused on helping the school or the local community. While the second project will be developed with the intentions of promoting international understanding. With the purpose of teaching members the importance in being locally and globally open minded. Another purpose of the club is to show the students how to impact people's lives in a positive way. In other words, offer help whenever it is needed. I am creating this club with the hope it will teach students to be aware of local and global issues.

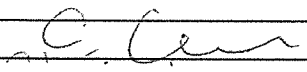
Frequency of group meetings:

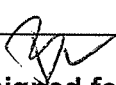
The club will meet every Tuesday. Except the last Tuesday of the month. The last Tuesday of every month is a Board members and club leaders only meeting. This session will be used to plan the club's projects and events.

Proposed meeting day, time and location:

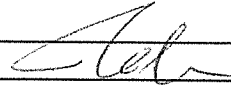
Day:	Every Tuesday	Time:	During lunch from 12:19 up to 12:49.	Location:	Room: 607 at Katella High School
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Applicant's Signature:		Date:	10-25-18
Printed Name:	Ian Cortes		

Advisor's Signature:		Date:	10/26/18
Printed Name:	Christine Garcia		

Principal's Signature:		Date:	10/26/18
Printed Name:	Ben Carpenter, Principal		

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

Assistant Superintendent's Signature:		Date:	11/28/18
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Following approval, the completed application will be returned to the school principal.

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization: Technology Student Association	School: John F. Kennedy High School
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Name(s) of student(s) making application:
Laura Mercado

Staff Sponsor(s):
Mr. Park

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
The objective of this organization is to give opportunities to students who are looking to further their education in STEM.

Proposed meetings:
Day(s): Monday/Thursday **Time(s):** 12:05 – 12:30 **Location:** John F. Kennedy

Special equipment? No Yes – Describe:
There may be, special equipment needed depending on the events students choose to compete in at the state or national conference. The special equipment that may be needed include examples like, plywood, figure printing kits, and engineering paper.

Qualifications for membership, if any:
The qualifications to be a member in T.S.A. are to be affiliated with national T.S.A. which has a fee generally around fifty dollars depending on how many people join your club/chapter and what membership plan you decide to choose.

How are officers elected? For an officer to be elected they must be voted in the position they chose to run for. They are voted by other T.S.A. members in the same club/chapter.	Term? A term is a year.
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State relationship to curriculum and/or instructional program of the district, and describe how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

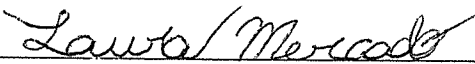
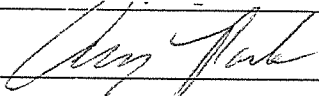
This organization will serve as an extension to curriculum taught in schools, by this club giving students the opportunity to increase their knowledge on STEM careers and classes. In this organization students will learn the skills to be innovated, to improve leadership, and more. Students will be able to use the national T.S.A. website as an instructional material to prepare for any competitions.

Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:
The function of the staff advisor is to provide students with deadlines, news about any new events /competitions and as a chaperone at state and national level competitions.

Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

Funds will be raised by outside sponsors and fund raisers held by T.S.A. In addition to applying for the champion fund that National T.S.A. gives to first year clubs.

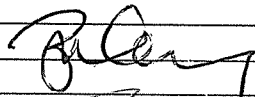
The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:

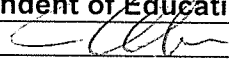
Signature of student making application:	
Printed name of student making application:	Laura Mercado
Signature of faculty sponsor:	

Printed name of faculty sponsor: Andy Park

Faculty sponsor: I have reviewed this application and

- the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal:  Date: 11/02/2018

Regina Zurhano
Signature of Assistant Superintendent of Education:  Date: 11/28/18

Education Office Use Only:
Board of Trustees action: Approved Denied Date: _____

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

School:	Magnolia High School	Date of Application:	09/11/2018
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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:
 Magnolia Esports

Purpose of the group (Please describe thoroughly):
 Magnolia Esports will promote gaming as a positive educational experience. The club will arrange and participate in tournaments. It will delve into the world of eSports and celebrate all facets of it.

Frequency of group meetings:
 Meetings will be held monthly, and practices will be near daily after school in the lab.

Proposed meeting day, time and location:

Day:	Fridays	Time:	Lunch	Location:	Little Theatre
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Applicant's Signature:	<i>Ivan Ayala</i>	Date:	09/11/18
Printed Name:	Ivan Ayala		

Advisor's Signature:	<i>Lindsay Paananen</i>	Date:	09/11/18
Printed Name:	Lindsay Paananen		

Principal's Signature:	<i>Daphne Hammer</i>	Date:	
Printed Name:	Daphne Hammer		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	11/30/18
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Following approval, the completed application will be returned to the school principal.

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Savanna	Date of Application:	8/23/18
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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 or the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Asian and Pacific Islands Culture Club
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Purpose of the group:


APIC Club strives to promote the tradition and cultural awareness of East Asia, Southeast Asia, and Pacific Islands in the context of multiculturalism on campus. We are dedicated to increase the EAST-WEST cultural understanding in the 21st century by encouraging the students' involvement in Savanna High School.
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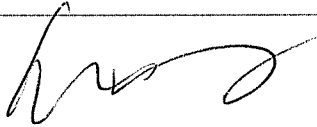
Frequency of group meetings:

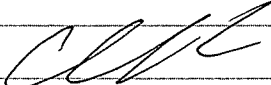
Mondays on every other week.

Proposed meeting day, time and location:

Day:	Monday	Time:	12:15pm	Location:	Room 59
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Applicant's Signature:		Date:	8/23/18
Printed Name:	XI REN		

Advisor's Signature:		Date:	8/23/18
Printed Name:	XI REN		

Principal's Signature:		Date:	8/30/18
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Printed Name:	Mr. Mike Pooley	
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Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	10/30/18
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Following approval, the completed application will be returned to the school principal.

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization:

School:

Vietnamese Student Association - VSA

Dale Junior High School

Name(s) of student(s) making application:

Justin Nguyen

Staff Sponsor(s):

Mrs. Pham and Mrs. Seabrook

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)

To maintain the Vietnamese culture and create a community between new and current Vietnamese students. We are raising awareness of Vietnamese traditions and celebrating Vietnamese-American culture and heritage.

Proposed meetings:

Day: Wednesday

Time: Lunch

Location: Room 800

Special equipment? No Yes – Describe:

Qualifications for membership, if any:

None

How are officers elected?

Term?

Officers are elected by Advisers and Club President

2018 - 2019

State relationship to curriculum and/or instructional program of the district, and describe

how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

This organization will serve as an extension of the Vietnamese World Language Program.

Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:

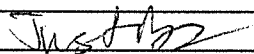
The staff advisers will help students to promote the VSA. The staff advisers will supervise students when they have a fundraiser or other functions as well as encouraging them to be active in the club.

Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

Funds will be raised with approval of administrators in order to go to other schools to perform as well as involving in other cultural functions.

The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:

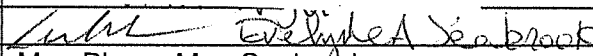
Signature of student making application:



Printed name of student making application:

Justin Nguyen

Signature of faculty sponsor:



Printed name of faculty sponsor:

Mrs. Pham Mrs. Seabrook

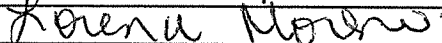
Faculty sponsor: I have reviewed this application and

the application is complete the Constitution/By-Laws are attached

the application is not complete (explain):

Signature of School Principal:

Date:

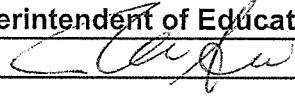


Lorena Moreno

10/17/18

Signature of Assistant Superintendent of Education:

Date:

	11/30/18
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Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date :	
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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

School:	South Junior High School	Date of Application:	10/29/18
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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:

SOAR Club South Outstanding Academic Reward
--

Purpose of the group (Please describe thoroughly):

<ul style="list-style-type: none"> • To create a positive and safe school environment • To encourage academic and personal excellence, academic and personal improvement and academic and personal goal setting • To improve overall academic performance and behaviors • To recognize, reward, maintain, strengthen, and reinforce students making positive choices
--

Frequency of group meetings:

Once per quarter

Proposed meeting day, time and location:

Day:	Fridays	Time:	12:15	Location:	Room 103
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Applicant's Signature:	<i>Giovanni Mejia</i>	Date:	10/29/18
Printed Name:	Giovanni Mejia		

Advisor's Signature:	<i>Diane Bethencourt</i>	Date:	10/29/18
Printed Name:	Diane Bethencourt		

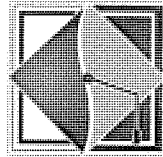
Principal's Signature:	<i>Enrique Romero</i>	Date:	10/31/18
Printed Name:	Enrique Romero		

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

Assistant Superintendent's Signature:		Date:	1/30/18
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Following approval, the completed application will be returned to the school principal.

AGREEMENT BETWEEN



ANAHEIM UNION HIGH SCHOOL DISTRICT

AND



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

CHAPTER 74

CLASSIFIED SUPPORT SERVICES

For the Period

July 1, 2017

to

June 30, 2020

Approved by the Board of Trustees: Pending
For 2017-18

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ATTACHMENTS

- A 2017-2018 Salary Schedule
- B Effects of Layoffs for 2008-2009 (8/20/09)
- C Effects of Layoffs for 2010-2011 School Year (5/26/10)
- D Effects of Layoffs for 2011-2012 School Year (6/13/11)
- E Effects of Layoffs for 2012-2013 (6/28/12)
- F Bus Aide MOU (6/13/11)
- G Special Education Instructional Assistants MOU (renewed)
- H No Child Left Behind (NCLB) Implementation MOU (1/28/04)
- I Health and Welfare MOU for 2014 (11/7/13)
- J Early Retirement Incentive (12/11/14)
- K Bilingual Status MOU (12/11/14)
- L Health and Welfare MOU for 2016 (12/10/15)
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- N Position Additions, Restorations, and Augmentations MOU (11/13/18)

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- 2 Career Ladder MOU (2/18/03)
- 3 Prescription Drug Program-Insurance Committee Recommendations MOU (10/5/06)
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- 6 2010-11 Tentative Agreement (3/18/10)
- 7 Furlough Days Adjustment for 2010-11 (1/20/11)
- 8 Bus Aide MOU (1/28/04)
- 9 Personal Necessity Leaves of Absences (12/11/09)
- 10 Wages and Items Related to Wages (12/11/09)
- 11 Salary Schedule MOU (6/13/11)
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- 18 Health and Welfare MOU for 2012 (12/8/11)
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ARTICLE 1: RECOGNITION

The Board recognizes Anaheim Chapter 74, California School Employees Association (CSEA), as the sole and exclusive representative of employees performing services in categories and groupings of positions and classification described as follows:

Included:

ACTIVE	INACTIVE
Accounting Technician	Account Clerk
Administrative Assistant	Administrative Secretary (currently Senior Administrative Assistant)
Administrative Assistant (Bilingual)	ASB Account Clerk (currently ASB Accounting Technician)
Administrative Assistant - Program Support	Braillist (currently Braille Transcriber)
Art Designer	Career Center Technician
ASB Accounting Technician	Computer Lab Assistant
Assessment & Evaluation Technician	Computer Lab Technician
Athletic Trainer	Computer Operator
Behavior Intervention Specialist	Data Entry Technician
Benefits Specialist	District Testing Technician
Benefits Technician	English Learner Program Tech
Braille Transcriber	General Office Clerk (currently Office Assistant)
Business Technician	Health Clerk (currently Health Services Technician I)
Buyer	Health Clerk/Hope
Campus Safety Aide	Health Services Technician III (currently LVN)
Child Welfare and Attendance Liaison	Instructional Assistant-Severely Handicapped
Credentials Technician	Instructional Assistant-Special Education
District Receptionist	Instructional Assistant-Special Education/Bilingual
Facilities Planning Assistant	Intermediate Clerk
Family and Community Engagement Specialist	Instructional Materials Technician
Food Service Accounting Specialist	Paraeducator I
Food Service Technician	Paraeducator II
Health Services Technician I	Payroll Clerk
Health Services Technician II	Personnel Technician (currently Human Resources Technician)
Human Resources Technician	Planning Technician
Information Systems Specialist I	Program Analyst
Information Systems Specialist II	Programmer
Information Systems Technician	Purchasing Clerk
Instructional Assistant	School Community Liaison Bilingual
Instructional Assistant-Adult Transition	Secretary
Instructional Assistant-Behavioral Support	Secretary Clerk I
Instructional Assistant-Mathematics	Secretary Clerk II
Instructional Assistant-Medically Fragile/Orthopedically Impaired	Secretary-Bilingual
Instructional Assistant-Special Abilities	Senior Computer Operator
Instructional Assistant-Deaf/Hard of Hearing	Senior Payroll Clerk
Instructional Assistant-Visually Impaired	Senior Purchasing Clerk
Instructional Assistant-Specialized Academic Instruction	Testing Statistical Technician
Instructional Assistant-Spec Academic Instruction (Bilingual)	Translator Clerk
Instructional Assistant-Student/Parent Liaison	
Instructional Assistant-Student/Parent Liaison-Bilingual	
Instructional Assistant-Bilingual (Arabic)	
Instructional Assistant-Bilingual (Korean)	
Instructional Assistant-Bilingual (Spanish)	
Instructional Assistant-Bilingual (Vietnamese)	
Job Developer/Job Coach	
Language Program Technician	
Language Testing Assistant	

Legal Administrative Assistant
Licensed Vocational Nurse
Network Analyst
Network Technician
Office Assistant
Office Assistant (Bilingual)
Parent Involvement Specialist
Payroll Technician
Procurement Contract Specialist
Programmer Analyst
Publications Technician
Risk Management Technician
School Community Liaison
School Library/Media Technician
Secretary-Attendance
Secretary-Attendance-Bilingual
Secretary-Program Support
Secretary-Program Support-Bilingual
Secretary-Registrar/Records
Secretary-Registrar/Records-Bilingual
Secretary-School Support
Secretary-School Support-Bilingual
Senior Accounting Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Assistant-Procurement Specialist
Senior Budget Technician
Senior Credentials Technician
Senior Payroll Tech
Sign Language Interpreter
Speech-Language Pathology Assistant
Systems Administrator
Webmaster
Workability Placement Assistant

Excluded:

Management / Supervisory

Accountant	Accounting Manager
Accounting Supervisor	Assistant Director of Maintenance and Operations
Budget Manager	Catering Manager
Controller	Director of Building Inspections
Director of Business Operations	Director of Construction
Director of Facilities and Planning	Director of Human Resources-Classified
Director of Information Systems	Director of Maintenance and Operations
Director of Nutrition Services	Director of Publications
Director of Purchasing and Central Services	Director of Transportation
Educational Technology Supervisor	Family & Student Support Specialist
Food Services Site Manager I	Food Services Site Manager II
Food Services Supervisor	Garage Supervisor
Maintenance Lead	Maintenance Supervisor
Operations Supervisor	Payroll Supervisor
Project Manager	Public Information Manager
Risk Manager	Site Custodial Supervisor I
Site Custodial Supervisor II	Warehouse Supervisor

Confidential Positions

Executive Assistant
Human Resources Specialist
Senior Executive Assistant

AFSCME Positions

Athletic Facilities Worker I	Athletic Facilities Worker II
Audio-Visual Technician	Auditorium Operations Technician
Bus Driver	Custodian
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 Assistant IV-Food Production Office
Food Service Baker	Food Service Cook
Food Service Equipment Technician	Graphic Art Technician
Grounds Maintenance Worker	Heavy Equipment Operator
HVAC 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
Microcomputer Technician	Network Technician
Offset Press Operator	Pool Maintenance Technician
School Site Technology Technician	Senior Custodian
Senior Equipment Operator	Senior Graphic Arts Technician
Senior Warehouse Worker-Central Warehouse	Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician	Technology Services Assistant
Transportation Dispatcher	Transportation Operations Specialist
Warehouse Worker-Central Warehouse	Warehouse Worker-Nutrition Services

NON-CLASSIFIED

AVID Tutor	Coaches
Custodian Assistant	Extra Service Specialists
JROTC Instructors	Social Worker Interns
Student Workers (All Programs)	Substitutes

The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager.

The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB proceedings to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titled not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made by mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions subject to Article 4.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The Board shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of \$1234 per month or \$14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,475.

Example:

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan

administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

2018 Blended Super Composite Rate and Maximum District Contribution: The 2017 maximum District contribution to the blended super composite rate is \$15,475. For calendar year 2018, the blended super-composite rate is \$15,759. The maximum District contribution to the blended super composite rate will be \$15,759. There will be no employee contribution for the calendar year 2018.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, drug abuse and psychological care utilizing MHN/Holman Company for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 Right to Contact

The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 Self-Insurance Plan

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 Health and Welfare Parity

In accordance with Memorandum of Understanding: Health and Welfare Program Change for 2018 Between CSEA and AUHSD dated October 16, 2017, if an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2018.

2.7 Insurance Committee

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided

through social security or other classified retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

- 2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.
- 2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.
- 2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.
- 2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.
- 2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 Eligibility

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **IRS Section 125 - Flexible Benefit Plan**

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 Right to Payroll Deduction

The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.

3.2 Revocation of Membership

A member may not revoke his/her membership or dues payment for the duration of the existing contract and can be revoked only at the end of the contract.

3.3 Changes in Deductions

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.4 New Unit Members

Any new unit member shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Association or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.

3.5 Religious Objections

Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. AUHSD Foundation
- b. United Way

3.5.1 Those who object to joining or financially supporting employee organizations, pursuant to Section 3.5 above, shall submit proof of in lieu payment on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section 3.5 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association.

3.5.2 Any unit member making payments as set forth in Sections 3.5 and 3.5.1 above, and who requests utilization of the grievance arbitration provisions of this agreement, shall be responsible

for paying the reasonable cost of using said grievance and arbitration procedures.

3.5.3 With respect to all sums deducted by the District pursuant to Sections 3.1, 3.4, 3.5 and 3.5.1 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom membership fee deductions have been made, and an alphabetical list of unit members for whom service fee deductions have been made—both lists will indicate any changes in personnel from the list previously furnished.

3.5.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.6 Hold Harmless

The Association 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.

3.6.1 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.6 above shall or shall not be compromised, resisted, defended, tried, or appealed.

3.7 Agency Fee

The parties to this Agreement acknowledge that CSEA has notified the employer to Implement the provisions of Government Code Section 3546 (a), requiring as a condition of employment, the deduction of CSEA dues or fair-share fee from the wages or salary of every bargaining unit member effective January 1, 2001. This agreement requires an employee as a condition of continued employment to either join the recognized or certified employee organization or to pay the organization a service fee in an amount equal to the standard initiation fee, periodic dues, and general assessments of the organization for the duration of this agreement.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is defined as a statement by an employee and/or the Association that the District violated an express term of this Agreement and that by reason of such violation the employee's rights have been adversely affected. (Reference: South Bay USD V. PERB (1991))

4.1 Rights of the Association

- 4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution of his problem by himself.
- 4.1.2 If an employee is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond to the proposed adjustment. In any event, an adjustment made pursuant to this 4.1.2 shall not be used by the District as precedent for resolving future grievances or to establish a past practice.

4.2 General Provisions

- 4.2.1 The grievant shall have the right to be represented in all his/her discussions concerning the grievance by the Association.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form to be approved by the Board of Trustees and shall contain a clear, concise 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 conferences and the specific remedy sought.
- 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.
 - 4.2.3.4 In addition to the above, all responses shall contain a statement of the rationale for the response.
- 4.2.4 An appeal by the grievant from the disposition of any step shall be accompanied by the following material:
 - 4.2.4.1 The original grievance.
 - 4.2.4.2 The disposition of the grievance at each step.

- 4.2.4.3 Any written materials introduced as evidence in lower levels.
- 4.2.5 During any grievance meetings, only the following participants shall be permitted to attend:
 - 4.2.5.1 The grievant(s).
 - 4.2.5.2 The grievant's representative (maximum of three).
 - 4.2.5.3 The respondent.
 - 4.2.5.4 The respondent's representative (maximum of two).
 - 4.2.5.5 Any witness deemed necessary by either party. At the request of either party, all witnesses for both parties shall be sequestered.
- 4.2.6 Failure to meet time limits. If a grievance is not processed by the grievant and the Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit 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 or spring break.
- 4.2.7 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussions.
- 4.2.8 The grievant and necessary witnesses shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.
- 4.2.9 Copies of grievance shall not be placed in the personnel file of the grievant.
- 4.2.10 The District representative is the chairperson of the meeting. The standard format for a grievance meeting shall be as follows:
 - 4.2.10.1 Presentation of grievant's case (including the calling of witnesses).
 - 4.2.10.2 Presentation of respondent's case (including the calling of witnesses).
 - 4.2.10.3 Grievant's rebuttal.
 - 4.2.10.4 Respondent's rebuttal.
 - 4.2.10.5 Informal discussion.

4.2.11 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administration office is open for business.

4.2.12 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 an employee has a complaint, the complaint may be brought to the attention of the appropriate supervisor in an attempt to resolve the problem informally through discussion.

4.3.2 Step 2 The grievant may present the grievance in writing to the appropriate administrative representative of the Board. Such grievance must be presented within twenty (20) days 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. Within five (5) days of the filing of the grievance, a meeting shall be held with the grievant and his/her representative. The respondent shall render the Step 1 disposition within five (5) days after the Step 1 meeting.

4.3.3 Step 3 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within ten (10) days of the termination of Step 1.

The appeal shall include a copy of the original grievance, the decision rendered at Step 1, and a clear, concise statement of the reasons for the appeal. Step 2 hearings shall be held within ten (10) days of the receipt of the appeal from Step 1.

The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 2 hearing and such a decision will terminate Step 2.

4.4 Arbitration

4.4.1 Submission to Arbitration

If the Association is not satisfied with the decision in Step 3, the grievance may be submitted by the Association to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Association's receipt of the Step 3 decision.

4.4.2 Selection of Arbitrator

The Association and the District shall attempt to agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the Public Employees Relations Board (PERB) to submit to the Association 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 alternately 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.

4.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) days from the deadline for filing post-hearing briefs, whichever occurs later.

4.4.4 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 Association.

4.4.5 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, timelines, etc., the arbitrator shall be empowered to rule on such disputes.

4.4.6 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 violation of the Agreement, in 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 be fairly said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or

applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

4.4.7 Rules of Procedure

The arbitrator shall apply the rules of procedures normally followed by arbitrators in Southern California with respect to binding arbitration hearings, opinions and awards pertaining to classified public school employees. Upon agreement of the parties, the arbitration may proceed under expedited 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 by this Article, shall be binding on the Association, the District, and grievant.

4.5 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 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 assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. If the District determines that the needs of the District dictates a changing of a regular work week that is different from the initial fixed and ascertainable date of hire, the District shall first solicit volunteers to meet those needs. If no volunteers are forthcoming, the District may impose changes on a seniority based criteria with the least senior employee being affected first, followed by the next senior in successive order until the District's need is met.

5.2 Work Year

The length of each employee's work year shall be determined by the District. Any change in the established work year of any unit member shall be negotiated with the association.

Beginning with the 2015-16 school year, the work year for 9-month hourly employees will be increased by two days. The first workday will be two days prior to the first student day.

5.3 Workday

The employee's regular workday shall consist of eight (8) hours of work, except that the Board may assign employees to a greater or lesser period of regular daily work whenever the needs of the District so dictate. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures as stated in the CSEA contract Article 11.20, in effect at the time of the action. In the event of a layoff, the District will meet and negotiate over the effects of the layoff with the Association. (Reference: Newman-Crows Landing USD (1982) PERB 223)

5.4 In-service Days

After the first student attendance day in August, on days designated by administrators as teacher training, preparatory or in-service days, which are student nonattendance days, or days which are regular student days classified personnel shall receive regular pay whether or not they are required to report for duty that day. (Ed Code 45203) The District has the option to schedule in-service training or regularly assigned work.

5.5 Lunch Periods

Each employee 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.

5.6 Rest Periods

Each bargaining unit employee shall be provided one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked, to be taken at times approved by the immediate supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Paid rest periods may be combined with unpaid lunch breaks through mutual agreement between employee and supervisor. Compensated rest periods shall be taken daily and cannot be carried over day to day.

5.7 Definitions

5.7.1 Overtime hours is any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any work week.

5.7.2 Overtime rate is equal to one and one-half (1½) times the employee's regular rate of pay.

5.7.3 Additional Hours/Workdays/Work weeks is any time/days/weeks in excess of the employee's Board approved workday, workweek, or work year.

5.7.4 Additional/Dual assignment occurs when the employee is assigned and/or contracted to work more than one position in a different or like classification in a temporary or permanent assignment, at the same or different location and/or department.

5.8 Additional Hours and/or Assignments

Any employee assigned to work additional time and/or assignments that are of an on-going nature and/or exceeds twenty (20) consecutive days of working the additional hours/assignments, shall have their work hours/day/year permanently extended to encompass the additional hours/assignment, and the extended hours shall be Board approved and become his/her regular and permanent working hours/day/year.

If an assignment is going to be longer than 20 consecutive days and it is just temporary, then an agreement must be signed by employee and district, stating approximate length of time and that it is on a temporary basis. Time not to exceed one (1) year.

5.8.1 Any CSEA member who is employed 10 or fewer months, who possess the minimum qualifications for summer school and/or ESY senior administrative assistant, may apply. Applicants will be interviewed and a candidate will be selected for each school site hosting a full summer school and/or ESY program.

In the event summer school/ESY begins prior to the conclusion of the newly selected summer school secretary's regular school year work assignment, the overlapping days shall be forfeited, not to exceed three (3) days.

5.9 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 two (2) hours pay at the appropriate rate of pay under this Agreement.

5.10 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 two (2) hours of work at the overtime rate, equal to one and one-half (1½) times the employee's regular rate of pay, irrespective of the actual time less than that required to be worked.

5.11 Reporting Work Hours

Employees are required to adhere to assigned hours and reporting procedures established by the district, site or department and to report accurately. Failing to follow procedures, dishonesty or falsifying records will result in disciplinary action up to and including dismissal.

ARTICLE 6: TRANSFER PROCEDURES

6.1 Definition

A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position s/he 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 Eligibility for Transfer

The Director of Human Resources - Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 Effects of Transfer

Transfer shall be made without change in salary rate, anniversary date, 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 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

- 6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed of specific vacant position of the hiring supervisor's recommendation.
- 6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.
- 6.4.9 **Transfer Based on Workload**
District reserves the right to accept voluntary transfers based on workload.

6.5 **Involuntary Transfer**

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

- 6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.
- 6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.
- 6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The "best interest of the District" clause set forth in section 6.5 shall conform to this standard.

6.6 **Disciplinary Action**

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 7: EVALUATION PROCEDURES

- 7.1 The employee's immediate supervisor shall make the evaluation and complete the evaluation form. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator.
- 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, at the discretion of the immediate supervisor.
- 7.1.4 Excellent performance shall be commended in writing on all evaluation forms.
- 7.1.5 The immediate supervisor shall present the performance evaluation report 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 to the evaluation within ten (10) working days of the date on the copy of the Classified Composite Performance Appraisal.
- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Human Resources Office -Classified. All sections on this form will be completed accurately. This form shall be designated the "Composite Classified Performance Appraisal" form.
- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 8: SAFETY CONDITIONS

The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.

- 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 the employees to report unsafe working conditions to their immediate supervisor.
- 8.4 No employee shall be required to work under conditions dangerous to the employee's safety.
- 8.5 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.
- 8.6 For all employees, there shall be convenient coffee break rooms and rest rooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
- 8.7 In the case of 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.

ARTICLE 9: CONCERTED ACTIVITIES

- 9.1 The Association hereby agrees that neither it, nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonable within their power to end or avert the same.
- 9.2 Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 10: MANAGEMENT RIGHTS

- 10.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District unless otherwise modified by the terms and conditions of this Agreement. It is agreed that such reserved rights include, but are not limited to, the exclusive right and powers to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 10.1.1 The legal, operational, geographical, and organizational structure of the District including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 10.1.2 The financial structure of the District including all sources and amounts of financial support, income funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 10.1.3 The acquisition, disposition, number, location, types and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
 - 10.1.4 All services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance, and repair services;
 - 10.1.5 The utilization of personnel not covered by this Agreement including limited term substitutes, temporaries, hourly employees, provisional personnel, consultants, and supervisory or managerial personnel to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;
 - 10.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health

and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

- 10.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, departments, tasks, or equipment. The District will assign the employee to the school and the principal will assign the duties, and the determination as to whether, when, and where there is a job opening;
- 10.1.8 The job classifications and the content and qualifications thereof;
- 10.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- 10.1.10 The dates, time and hours of operation of District facilities, functions, and activities;
- 10.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 10.1.12 The rules, regulations and policies for all employees, students, and the public;
- 10.1.13 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All rights of management herein enumerated are subject to the terms and conditions of this Agreement. All other rights of management not expressly limited by the terms and conditions of this Agreement are reserved to the District.

It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of employees that are expressly set forth elsewhere in the Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

The exercise of any rights reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

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 AND ITEMS RELATED TO WAGES

11.1 Salary

For the 2017-18 school year, there shall be a wage increase of one percent (1%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends for all bargaining unit members. Wage increases and stipends shall include all employees in a regular classified position on or after July 1, 2017. All 2017-18 wage increases referenced herein and above shall be retroactive to July 1, 2017.

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2017-18, 2018-2019, and 2019-2020 school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.2 Overtime Pay

Employees shall be compensated at the rate of one and one-half (1½) times the employee's rate of pay for any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any workweek. Overtime shall be specifically assigned and authorized in advance by the supervisor.

11.3 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1½) times the regular rate of pay in addition to the regular rate of pay for the holiday.

11.4 Right of Refusal - Compensatory Time Off, Overtime

11.4.1 A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of directing overtime work.

11.4.2 An employee may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor. The supervisor shall attempt to identify employees desiring to work overtime voluntarily and on seniority-based rotation most senior by date of hire in the district and in descending order. Should there be no volunteers, the district may impose overtime on a seniority based assignment with the least senior member encumbered first and so on in ascending order.

11.5 Compensatory Overtime

Compensatory time 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. If not permitted to

be taken before the end of the twelve-month period, payment will be made to employee at the overtime rate.

11.6 Sixth/Seventh Day of Work Pay

11.6.1 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 (1½) times his/her regular rate of pay.

11.6.2 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 (1½) times his/her regular rate of pay.

11.7 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 step of the salary range that reflects at least a four (4) percent increase. Additional advancement will occur on the first 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.

11.8 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$519.00 additional after ten (10) years of service with the Anaheim Union High School District.

4% plus \$1,543.00 additional after (15) years of service with the Anaheim Union High School District.

7% plus \$2,840.00 additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus \$3,705 additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus \$3,705 additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 Night Work Differential

All positions, the regularly assigned time of which requires the unit member to work more than one-half (½) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$135.00 per month higher than the salary grade for daytime employees.

11.10 Working Out of Classification

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing boards 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 thirty (30) calendar day period 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 he/she is required to work out of classification. If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards nor downwards. Such adjustments upward shall be consistent with the salary placement given an employee who received a promotion as indicated in Article 11.7.

No employee assigned 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 duties.

11.11 Office Assistant

For 2002-2003, the district shall assign one (1) permanent three (3) hour Office Assistant position to the school with the tenth (10th) highest mobility rate. The three (3) hour Office Assistants assigned for mobility are permanent positions within the district, but may be moved between sites as mobility needs change.

11.12 Extra Service Pay (Replaces MOU 3/5/98)

Classified employees who accept extra-service duty assignments will be paid on the existing certificated extra-service pay assignment schedule.

11.13 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

11.14 Bilingual Pay

Memorandum of Understanding Bilingual Status

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional \$131.00 per month for conversing 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.

11.15 Temporary Clerical Employees

The district agrees to provide one (1) temporary clerical employee at each high school for one (1) day following the receipt of transcripts from Information Services, as per Memo of Understanding between CSEA and AUHSD dated 9/16/87.

11.16 Limited Term or Provisional Employees

Upon notification of absence of a regular employee in any classified position, the District shall make every attempt to provide a qualified employee as soon as possible.

11.16.1 Limited Term or Provisional employees temporarily employed in a classified position unless such employee is qualified and eligible pursuant to personnel commission rules and Education Code Section 45272.

11.17 Classification Study

The District and CSEA agree to conduct classification studies for all classified positions in the bargaining unit. Each year the classification study shall be conducted on a family of classifications from a grouping that would ensure that all classifications are studied within a five year continuous cycle.

The groups are as follows:

Group 1:

Accounting Technician
ASB Account Technician
Benefits Technician
Business Technician
Buyer
Payroll Technician
Procurement Contract Specialist
Senior Accounting Technician
Senior Budget Technician
Senior Payroll Technician

Group 2:

Credentials Technician
Food Service Technician
Human Resources Technician
Risk Management Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Procurement Assistant

Group 3:

Administrative Assistant
Administrative Assistant (Bilingual)
Legal Administrative Assistant
Office Assistant
Office Assistant (Bilingual)
Secretary-Attendance
Secretary-Attendance (Bilingual)
Secretary-Program Support
Secretary-Program Support (Bilingual)
Secretary-Registrar/Records
Secretary-Registrar/Records (Bilingual)
Secretary-School Support
Secretary-School Support (Bilingual)
Senior Administrative Assistant
Senior Administrative Assistant-Bilingual

Group 4:

Information Systems Specialist I
Information Systems Specialist II
Information Systems Technician
Network Analyst
Network Technician
Programmer Analyst
Publication Technician
Systems Administrator
Web Master

Group 5:

Campus Safety Aide
Health Services Technician I
Health Services Technician II
Licensed Vocational Nurse
School Community Liaison
School Library/Media Technician
Sign Language Interpreter
Speech-Language Pathology Assistant
Workability Placement Assistant

Group 6:

Assessment & Evaluation Technician
Braille Transcriber
Child Welfare and Attendance Liaison
Instructional Assistant-Bilingual (Arabic)
Instructional Assistant-Bilingual (Korean)

Instructional Assistant-Bilingual (Spanish)
Instructional Assistant-Bilingual (Vietnamese)
Job Developer/Job Coach
Language Testing Assistant
Parent Involvement Specialist
Translator

Group 7:

Behavior Intervention Specialist
Instructional Assistant-Adult Transition
Instructional Assistant-Mathematics
Instructional Assistant-Medically Fragile/Orthopedically Disabled
Instructional Assistant-Special Abilities
Instructional Assistant-Specialized (Deaf/Hard of Hearing)
Instructional Assistant-Specialized Academic Instruction
Instructional Assistant-Specialized Academic Instruction (Bilingual)

The study shall begin July 1 each year and be concluded by June 30 each year for the appropriate grouping.

11.18 Professional Growth Program

11.18.1 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 employees 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.

11.18.2 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 grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office - Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.18.3 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.

11.18.4 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, including the 6.0 units from the District Orientation and Health & Safety courses, and the First Aid/Adult CPR courses.

Steps 2, 3, & 4: Must be additional blocks of 15 units for coursework in the related field. 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 are towards a Bachelor's Degree. 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 the employee's occupational field or other District-approved major field of study. Official college transcripts are required for proof of completion of this stage.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.18.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.18.5.1	District Orientation	2.0 units
11.18.5.2	District Health & Safety Training	2.0 units
11.18.5.3	First Aid/Adult CPR	2.0 units
11.18.5.4	Courses specifically relating to employee's occupational field (adult education and/or college/university coursework)	6.0 units
11.18.5.5	General Education courses (college/university coursework)	3.0 units

TOTAL 15.0 units

11.18.6 Coursework Approval

To be assured that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval of Coursework - Professional Growth" (available in Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during 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.

11.18.7 Additional Education Incentive Increments

After required coursework has been satisfactorily completed, additional steps of 15 units each shall (1) be in areas specifically related to the employee's classification (occupation); or (2) be in another district-approved major field of study. In either case, coursework must be taken at an accredited or recognized institution.

11.18.8 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.

11.18.9 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 a unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.18.10 Criteria for Evaluation

The Division of Human Resource 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 the employee's current job classification or enhances job opportunities within the District.

11.18.11 Credit Calculation

11.18.11.1 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).

11.18.11.2 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.

11.18.11.3 All college credits or degrees shall be earned at an institution that is accredited by the Western Association of Schools and Colleges, or regional affiliate thereof.

11.18.11.4 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.

11.18.12 The Professional Growth Committee

11.18.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, one (1) certificated member, and the Human Resource Classified Director, or designee. CSEA Chapter #74 shall appoint the classified members of the committee.

11.18.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective volunteer mentors (see 11.18.3).
- b. Recommend additional or revised policy as necessary to the Superintendent and CSEA Chapter 74.
- 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.

11.18.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.18.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, of the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.18.13 Personnel Files

Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth steps must be completed and on file by January 31 or June 30 in the Human Resource Office.

Such employee files are necessary for the efficient management of the District shall be kept by the Human Resource Office. An employee may review his/her personnel file and may respond to the documents on file. All employee records are confidential.

11.18.14 Professional Growth Education Incentives for Bargaining Unit Employees

11.18.14.1 Upon satisfactory completion of Step 1, the unit member shall receive a one-time educational incentive of \$500.

- 11.18.14.2 Upon satisfactory completion of Step 2, the unit member shall receive a one-time educational incentive of \$750.
- 11.18.14.3 Upon satisfactory completion of Step 3, the unit member shall receive a one-time educational incentive of \$850.
- 11.18.14.4 Upon satisfactory completion of Step 4, the unit member shall receive a one-time educational incentive of \$900.
- 11.18.14.5 Upon satisfactory completion of Step 5, the unit member shall receive a one-time educational incentive of \$1,000.
- 11.18.14.6 Upon satisfactory completion of Step 6, the unit member shall receive a one-time educational incentive of \$2,000.

11.19 Replacement of Personal Property

The Board of Trustees will authorize payment of the cost of replacing or repairing 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:

- 11.19.1 prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee
- 11.19.2 vehicles
- 11.19.3 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 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:

- 11.19.4 Vehicle collision (including hit and run incident(s)).
- 11.19.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.19.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.
- 11.19.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).
- 11.19.7 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.

11.20 Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117)

11.20.1 Classification Seniority

Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority; and therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Seniority within classification is to be computed by the date the employee enters the classification, minus unpaid breaks in employment (excluding summer, spring and winter breaks). Seniority within classification continues to accrue in lower classes held after an employee promotes to a higher classification. District seniority (length of service) shall be calculated from employee's date of hire as a regular employee, minus unpaid breaks in service (excluding summer, spring and winter breaks).

The names of permanent and probationary employees thus laid off shall be placed on the reemployment list for the class from which they were laid off. Names on the re-employment list shall be in the relative order of seniority.

Classified employees laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

If two or more employees subject to layoff, have equal class hire dates and seniority, the employee with the least district seniority shall be laid off first. If district seniority is equal, the decision shall be made by lot.

11.20.2 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights

An employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a less senior employee, regardless of hours and/or months, in that equal or lower class. Seniority for purposes of bumping shall include the total of the previous service in the equal or lower class, plus service in the class from which layoff occurs and in higher classes. In the event of a layoff, the following bumping priority will apply:

- An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position.
- If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class when compared with the employee's current position.
- If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.
- If the previous option is unavailable, the employee will be allowed to bump into a position providing additional assigned time in the same class when compared with the employee's current position, and which is held by the least senior employee of those less senior employees holding positions with more assigned time.
- If the previous option is unavailable, the employee will be allowed to bump into a position in the class with less assigned time that is closest to the employee's current assigned time, and which is held by a less senior employee in the class.
- If the employee is the least senior employee in the class, the employee shall have the option of bumping into an equal or lower class previously held as a permanent classified employee.

11.20.2.1 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the Human Resources - Classified Office in writing of such election not later than ten (10) working days after receiving the notice of layoff.

11.20.2.2 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be

reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

11.20.3 Voluntary Reductions in Assigned Time

The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

11.20.4 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours

Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month limit per paragraph 11.20.3 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

11.20.5 Retirement in Lieu of Layoff

11.20.5.1 Any employee subject to being laid off, or who was in fact laid off, may elect to accept a service retirement from the Public Employee's Retirement System in accordance with the Education Code.

11.20.5.2 The employee shall be placed on a thirty-nine (39) month reemployment list; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

11.20.5.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

11.20.5.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

11.20.5.5 Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

11.20.6 Reemployment

11.20.6.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the Human Resources - Classified Office.

11.20.6.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file in the Human Resources - Classified Office such employee or employees offering reemployment in order of seniority.

11.20.6.3 An employee who receives such notice of reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.

11.20.6.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.

11.20.6.5 A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all the rights of permanent status and benefit level enjoyed prior to layoff. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

11.20.7 Seniority Roster

The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

11.20.8 Benefits to Employees Following Layoff

Employees laid off shall be afforded limited term or provisional employment in any class within the District for

which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

ARTICLE 12: LEAVES

12.1 Bereavement Leave

The District agrees to grant necessary leaves 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 a member of the bargaining unit. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the employee, stepchild, stepbrother, stepsister, stepmother, stepfather, domestic partner, foster child and like relatives of spouse, or any person living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) duty day period immediately 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 death, the employee will notify his/her 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.

"The bereavement leave provided in this section shall be applicable to each member of the "immediate family" independently. Bereavement leave shall not be required to be utilized on consecutive days.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member to be abusing the use of bereavement 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.

12.2 Jury Leave

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, 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 their 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. Employees who work the swing shift and serve on a jury during the day will be excused from the swing shift for the actual hours required to serve on jury duty or while waiting for jury duty selection. 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.

12.3 Military Leave

Employees shall be required to request military leaves in writing and will supply the District with "orders" and status reports. Any employee who is granted a long- or short-term shall be entitled to receive his or her salary for the first 30 calendar days of active duty service during the absence, provided the employee has been in the service of the district for a period of not less than one year immediately prior to the date on which the absence begins. Pursuant to Military and Veterans Code sections 395 and 395.01.

12.4 Paid Sick Leave

- 12.4.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.
- 12.4.2 Members of the bargaining unit 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.
- 12.4.3 Members of the bargaining unit 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.
- 12.4.4 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 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 12.4.2 and 12.4.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.4.5 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.
- 12.4.6 Notification of Return to Work: In order to allow the District the opportunity to make arrangements for the return of an absent employee, the employee shall notify their immediate supervisor of their pending return as soon as possible, but not later than

3:00 p.m. of the work day preceding the employee's return. If an employee fails to notify their immediate supervisor and a substitute has been assigned to work the day the employee returns the employee may be sent home for that day without pay. Per PC Rule 16.2.8

12.4.7 An employee who is absent due to a personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, 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.

12.4.8 The Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require satisfactory proof of the nature, extent and duration of the illness if it believes 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 or other appropriate action.

When there is a question as to the extent and duration of the disability, lasting more than five (5) days, or the employee's ability to return to work, the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require the employee to submit to an examination by a physician selected and paid by the Board. The employee will be given a copy of the physician's report to the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated).

12.4.9 Members of the bargaining unit must notify his/her supervisor of the absence as soon as the necessity to be absent becomes known to the employee but not later than thirty (30) minutes after the start of the employee's workday.

12.4.10 An employee, while on unpaid leave of absence granted by the Board of Trustees, 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.

12.4.11 Extended Sick Leave

An employee who is absent 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 accumulative 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

consecutively with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

12.4.12 Failure to Report to Work - Job Abandonment

Employees absent from work for three (3) consecutive work days without authorization and/or failure to notify the district of a valid or acceptable reason is job abandonment and shall constitute dismissal from the district service.

12.5 Industrial Accident and Industrial Illness Leave

12.5.1 Leaves 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 rule.

12.5.2 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:

2.5.2.1 S/he has probationary or permanent status.

2.5.2.2 The illness or injury is directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.

12.5.3 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 leave nor the total number of days allowed in one school year for more than one such leave does not exceed a total of sixty (60) consecutive working days.

12.5.4 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.

12.5.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.

12.5.6 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 Sections 44043 and 45192 of the Education Code. Charges to the employee's leave balances shall be as follows:

12.5.6.1 Occupational leave shall be reduced by one (1) day of authorized absence regardless of temporary disability payments paid.

12.5.6.2 Sick leave and/or vacation leaves 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 full salary during the period of his absence.

12.5.7 An employee, while receiving occupational benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

12.5.8 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.

12.6 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 immediately upon its having been received by the employee. This section shall not be applicable to employees who are litigants.

12.7 Personal Necessity Leave of Absence

12.7.1 Unit members may use up to ten (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.

12.7.2 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.

12.7.2.1 Accident or serious illness involving his/her personal property or property of his/her immediate family

12.7.2.2 Court appearance as a litigant or as a witness under order

12.7.2.3 Religious observance

12.7.2.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child

12.7.2.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

12.7.3 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.

12.7.4 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.

12.7.5 The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it believes a unit member to be abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.8 Leave of Absence Without Pay

12.8.1 Permanent employees may be granted leave of absence without pay provided such leaves are not detrimental to the best interests of the District, as determined and recommended by the Superintendent, and approved by the Board of Trustees. Requests for leaves of absence without pay shall be made on forms provided by the Personnel Director, and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

12.8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Personnel Director upon evidence that the cause for granting it was misrepresented or has ceased to exist.

12.8.3 Employment While on Leave

An employee, while 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. Upon approval of the Superintendent,

the leave may be extended at the sole discretion of the Superintendent.

12.8.4 Benefits While on Leave

Employees on leave of absence without pay shall not accrue seniority, salary step advancement, 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. Upon return from a long-term leave of absence, an employee's anniversary date shall be adjusted. An employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Government and Veterans' Code.

12.8.5 Types of Leaves

Such leave of absence with-out pay may be granted for any of the following reasons:

12.8.5.1 Health

A permanent classified employee may be granted a leave of absence without pay for health purposes for a specified period of time.

12.8.5.2 Short Term Personal Leave Without Pay

An excused 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 Assistant Superintendent, Personnel, or designee may authorize an excused absence without pay for employees from two (2) to five (5) days. Notification that absence has been approved should be reported to the Classified Personnel Office at least twenty-four (24) hours prior to the absence.

12.8.5.3 Pregnancy Leaves and Absences

Pregnant employees shall be granted pregnancy leave without pay, such leave to commence on a date to be determined by the employee and her physician.

12.8.5.4 Family Medical Leave Act

The district shall grant unpaid leave as specified by the Family Medical Leave Act.

12.8.5.5 Peace Corps

A permanent 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 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.

12.8.5.6 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 Classified Director of Personnel 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 return to service of the District.

A permanent employee granted a leave under this rule must sign an agreement on forms available in the office of the Classified Director of Personnel, 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 give such notice will be considered as notice that the employee will not return and that his/her position is vacant.

12.8.5.7 Tragedy Personal Necessity Leave

A long term personal necessity leave of absence, not to exceed ninety (90) days, 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 unit member.

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 unit member while on leave.

12.8.6 District Notification

The Classified Personnel Office will notify an employee who is on a 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 fifteen (15) days before the expiration of the leave indicated 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 Personnel Director.

12.8.7 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, or a similar classification for a position which is vacant and for which the employee is qualified, and which does not constitute a promotion.

12.8.9 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.

12.8.10 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, provided the carrier allows.

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 benefit program shall submit a check or money order to the Business Office for the exact amount of premium on or before the 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.

12.9 *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

*See current years calendar for actual day on which the paid holiday will fall.

12.9.1 Eligibility

12.9.1.1 All employees will be entitled to payment for Board authorized holidays, provided they are in paid status during any portion of the day immediately preceding or succeeding the holiday.

12.9.1.2 Employees who are not assigned to duty during the Winter or Spring recess shall be paid for any Board authorized holidays during this period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter or Spring recess.

12.9.1.3 When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed.

12.10 Catastrophic Leave (Board Policy 6602, 6602-R)

Employees are permitted to irrevocably donate accrued sick leave credits for an employee who experiences a catastrophic personal illness. Donations made under the Catastrophic Leave Program shall be strictly voluntary.

12.10.1 Definitions:

12.10.1.1 Catastrophic illness means an illness that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off with the exception of extended illness leave.

12.10.1.2 Eligible leave credits mean sick leave days accrued to the donating employee.

12.10.1.3 The Sick Leave Bank represents donated eligible leave credits.

12.10.1.4 The Open Enrollment Period is established as the month of September each year.

- 12.10.1.5 The Sick Leave Bank Committee shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA); California School Employees Association (CSEA); American Federation of State, County and Municipal Employees (AFSCME); Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from the District Administration designated by the Superintendent.
- 12.10.2 The Board adopted the following rules and regulations for the administration of this policy, including, but not limited to the following:
- 12.10.2.1 Participation in the Catastrophic Leave Program shall be voluntary, but permitted for all permanent employees who are eligible for extended sick leave benefits.
- 12.10.2.2 To establish enrollment, a permanent employee must initially donate one sick leave day. Employees must then donate one sick leave day per year during the Open Enrollment Period to maintain eligibility.
- 12.10.2.3 The Sick Leave Bank is available to all participating permanent employees for use during their work year. (12 month employees may apply to use the Sick Leave Bank year round. All other employees are eligible according to their regular work year.)
- 12.10.2.4 Employees, who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, have a waiting period of sixty (60) duty days after their enroll before becoming eligible to withdraw from the Bank.
- 12.10.2.5 The Sick Leave Bank must not be used concurrently with the extended illness leave benefit.
- 12.10.2.6 The maximum amount of time for which donated sick leave credits may be used is twenty-five (25) days for any one catastrophic illness. The lifetime benefits from this policy may not exceed a total of fifty (50) days.
- 12.10.2.7 This Catastrophic Leave Program may not be used if the employee applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% of the employee's basic salary. Employees having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

- 12.10.2.8 The receipt of a donated sick leave credit through the Catastrophic Leave Program as defined herein, when combined with other district income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
 - 12.10.2.9 An employee who receives donated sick leave credits shall use any leave credits, including vacation, that he/she continues to accrue on a monthly basis prior to receiving/using additional donated sick leave credits from the Sick Leave Bank.
 - 12.10.2.10 Requests for Sick Leave Bank credits must be made in increments of five (5) days.
 - 12.10.2.11 If more than one applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted.
 - 12.10.2.12 Member employees may make additional donations to a specific employee who has a catastrophic illness. These donations may be made at any time during the year. Any unused donations beyond those authorized by the committee will be returned to the bank.
 - 12.10.2.13 Any fraudulent or inappropriate use of donated days will result in the return of all donated days to the Bank. The employee will be held responsible for returning any resulting overpayment of wages.
 - 12.10.2.14 Any unused donation will be returned to the Bank, including donations to specific employees as stated in 12.10.2.12.
 - 12.10.2.15 The employee must waive any and all claims against the Board, District and its officer and employees, arising from the administration of the Sick Leave Bank Program.
 - 12.10.2.16 The Sick Leave Bank Committee will issue a report to all employees of the status of the Bank each semester.
- 12.10.3 Donating to the Bank:
- 12.10.3.1 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) sick leave day.

- 12.10.3.2 All transfers of eligible leave credits are irrevocable.
- 12.10.3.3 Employees may donate up to three (3) full days of eligible leave credits per school year.
- 12.10.3.4 Employees must have at least eight (8) days of accrued sick leave remaining after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Board.
- 12.10.3.5 Donations to the Bank are general donations and cannot be donated to a specific employee with the exception of 12.10.2.12.
- 12.10.3.6 When and if the donated sick leave credits reach a total of 2,000 actual days, the committee may suspend donations for one (1) year for all current members. New members, however, may donate.

12.10.4 Withdrawing from Bank:

Eligible leave credits may be requested, in writing, from the Sick Leave Bank for a catastrophic illness if all of the following requirements are met:

- 12.10.4.1 The employee must be a member of the Sick Leave Bank before requesting sick leave credits.
- 12.10.4.2 The employee who is suffering from a catastrophic illness provides verification of catastrophic illness as required by the Board.
- 12.10.4.3 The verification of catastrophic illness must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness.
- 12.10.4.4 The Board may require verification of the need for sick leave days beyond the evidence of a doctor's certification, and shall have the authority to accept evidence from other sources.
- 12.10.4.5 The Board determines that the employee is unable to work due to the employee's catastrophic illness.
- 12.10.4.6 The employee has exhausted all accrued paid leave credits with the exception of extended illness leave.
- 12.10.4.7 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the employee's paycheck will be discontinued (except for AUHSD computer loan payments and health and life insurance payments.)

12.10.4.8 Not Covered:

Conditions or illnesses resulting from commission of a felony, elective cosmetic surgery or stress. Also not included are illnesses which may be covered under Workers' Compensation Program.

ARTICLE 13: VACATIONS

13.1 Eligibility

Permanent employees 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.

Probationary employees may take vacation as approved by their supervisor. Said vacation shall not become a vested right until the sixth (6th) month of employment is complete. Should an employee leave the District for any reason prior to being awarded permanent status, all used vacation will be repaid to the District.

13.2 Accrual

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 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.

13.3 Number of Days

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.

13.4 Additional Days

Employees with more than one (1) year of service in a paid status are entitled to working days of vacation with pay in each fiscal year, in addition to those set forth in 13.3, computed as follows:

1 additional day at the start of the 2 nd year
2 additional days at the start of the 4 th year
3 additional days at the start of the 5 th year
4 additional days at the start of the 6 th year
4 additional days at the start of the 7 th year
5 additional days at the start of the 8 th year
6 additional days at the start of the 9 th year
6 additional days at the start of the 10 th year
7 additional days at the start of the 11 th 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

13.5 Use of Days

Earned vacation shall be taken only at times which are mutually agreeable to the employee and his/her supervisor. Employees are encouraged to take vacation at times that have the least impact to the operations of the district and school site. Supervisors will consider reasonableness and impact of essential services to staff and students when approving vacation requests.

Employees are expected to attain approval of vacation days prior to making vacation plans.

13.6 Accumulation of Days

All vacation days earned by all monthly full-time permanent employees with less than five (5) years of service must be taken within twelve (12) months following the period in which it is earned and may not be accumulated beyond this period. All monthly full-time permanent 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-nine (29) working days under adopted regulations regarding vacations.

13.7 Vacation Schedules

During the first working month of each school/fiscal year, permanent employees and the supervisor shall meet and mutually agree to a vacation schedule for that school/fiscal year. Changes to the vacation calendar may be amended throughout the year utilizing the same approval process as stated in 13.5. 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 employee for the days that exceed their cap.

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.

13.8 Termination of Vacation

In case of termination, vacation time owed the District shall be deducted from the final paycheck.

13.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to action service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. A doctor's written

verification of illness will be required in order to commence illness leave under this provision.

13.10 Upon Separation

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 last regular assignment, except the employee who has not completed six (6) months of employment in regular or restricted status shall not be entitled to such compensation.

13.11 Holiday During Vacation

When a holiday falls during the scheduled vacation day of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.12 Fall, Winter and Spring Break

For the purposes of this Article, the District office shall be open for business during the Fall, Winter and Spring break. Employees who choose to work during the Fall, Winter and Spring break may do so in their own job classification, and at their own work sites except when a work safety issue is presented. Employees are encouraged to schedule vacations during periods when students are not in session.

ARTICLE 14: ASSOCIATION RIGHTS

14.1 Released Time - Association Business

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty (30) days each fiscal year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day.

14.2 Released Time - Negotiations

During each school year when negotiations are in progress, and following prior notice and scheduled coordination with the immediate supervising administrator, seven (7) authorized representatives of the CSEA bargaining unit shall be granted a maximum of seven (7) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one (1) full day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

Members of the CSEA bargaining team shall be responsible for notifying their immediate supervisors of meeting times and dates and requesting released time one (1) day prior to scheduled negotiations meetings. Only in cases of emergency or hardship as defined by the immediate supervisor may an employee's request be refused.

14.3 Access

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting employees and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his/her presence and the intended purpose of the visit.

14.4 Seniority Roster

Upon request, CSEA will be provided at a reasonable cost a complete seniority roster of all bargaining employees.

14.5 Employee Roster

On or before November 15 of each school year, CSEA will be provided a complete roster of all bargaining employees containing the employee's current classification, location, date of hire, home address, phone number and month of birth.

ARTICLE 15: SEPARABILITY AND SAVINGS

- 15.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 15.2 If any such decision or change in law occurs the parties hereto shall, upon request within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith and/or negotiate a new article(s) to replace the invalidated article(s).

ARTICLE 16: ENTIRE AGREEMENT

The District and the Association (CSEA) shall be bound by those terms which are expressly and explicitly set forth in this agreement. Any past practices or understandings between the Association (CSEA) and the district that are within the scope of bargaining as set forth in Government Code section 3543.2 shall not be subject to modification without negotiations between the Association (CSEA) and the District.

ARTICLE 17: PUBLICATION OF AGREEMENT

- 17.1 The District shall make this Agreement and updates to this agreement available on the District website. The District will provide, upon request and without charge, a copy of this Agreement to any employee in the bargaining unit. At the time of employment, any employee who becomes a member of the bargaining unit after execution of the Agreement, shall be notified in writing of the availability of this Agreement on the District website and their right to receive a written copy of this Agreement without charge. Written changes agreed to by the parties of this Agreement during the life of this Agreement will also be available on the District website and upon request by any employee.
- 17.2 Each year, CSEA will be provided with printed copies of this Agreement equal to 10% of the total membership.
- 17.3 The Association shall have the opportunity to appear at orientation meetings to explain how the Association functions.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2017 and remain in full force and effect up to and including June 30, 2020 and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the 2018-19 contract year, all articles shall be open for negotiations. During the 2019-20 contract year, 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, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2017-2018, 2018-2019 and 2019-2020 notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: November 13, 2018

Agreement for 2017-2020 / Board Approved December 13, 2018

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 74

By: _____
Brad Jackson
Assistant Superintendent,
Human Resources

By: _____
Jacqueline Brock
CSEA President

By: _____
Jason Geanakopoulos
CSEA
Labor Relations Representative

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2017/2018 SALARY SCHEDULE**

Effective 7/1/17 - BOT Approved on 12/13/18 - 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	CAMPUS SAFETY AIDE	2,755.00 15.64	2,865.00 16.28	2,986.00 16.96	3,101.00 17.60	3,224.00 18.32	3,356.00 19.07	3,420.00 19.44	3,490.00 19.82	3,560.00 20.22	3,630.00 20.62	Monthly Hourly
43	INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT	2,891.00 16.43	3,013.00 17.12	3,136.00 17.82	3,258.00 18.51	3,389.00 19.25	3,529.00 20.05	3,596.00 20.44	3,664.00 20.82	3,739.00 21.24	3,814.00 21.66	Monthly Hourly
47	COMPUTER LAB ASSISTANT INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	3,188.00 18.10	3,318.00 18.85	3,446.00 19.57	3,593.00 20.41	3,733.00 21.21	3,882.00 22.08	3,960.00 22.50	4,037.00 22.93	4,123.00 23.42	4,198.00 23.87	Monthly Hourly
49		3,353.00 19.05	3,489.00 19.82	3,620.00 20.56	3,770.00 21.42	3,923.00 22.29	4,081.00 23.20	4,156.00 23.62	4,245.00 24.14	4,326.00 24.58	4,409.00 25.06	Monthly Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	3,519.00 19.99	3,656.00 20.80	3,810.00 21.64	3,958.00 22.49	4,119.00 23.41	4,280.00 24.33	4,363.00 24.79	4,458.00 25.32	4,541.00 25.81	4,639.00 26.36	Monthly Hourly
53	SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR-RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	3,699.00 21.01	3,840.00 21.82	3,994.00 22.69	4,154.00 23.61	4,324.00 24.57	4,498.00 25.55	4,583.00 26.05	4,677.00 26.58	4,767.00 27.09	4,865.00 27.66	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2017/2018 SALARY SCHEDULE**

Effective 7/1/17 - BOT Approved on 12/13/18 - 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
54		3,800.00 21.60	3,960.00 22.50	4,119.00 23.41	4,290.00 24.37	4,460.00 25.33	4,642.00 26.37	4,732.00 26.91	4,833.00 27.46	4,929.00 28.02	5,035.00 28.61	Monthly Hourly
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	3,881.00 22.07	4,033.00 22.92	4,195.00 23.84	4,363.00 24.79	4,539.00 25.81	4,720.00 26.82	4,811.00 27.34	4,909.00 27.89	5,006.00 28.44	5,110.00 29.03	Monthly Hourly
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	3,981.00	4,134.00	4,301.00	4,472.00	4,652.00	4,836.00	4,934.00	5,034.00	5,134.00	5,238.00	Monthly
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	4,080.00 23.18	4,234.00 24.05	4,406.00 25.05	4,581.00 26.04	4,764.00 27.06	4,952.00 28.14	5,056.00 28.72	5,159.00 29.33	5,261.00 29.90	5,365.00 30.48	Monthly Hourly
59	ADMINISTRATIVE ASSISTANT BILINGUAL INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	4,277.00 24.31	4,450.00 25.30	4,624.00 26.28	4,810.00 27.33	5,003.00 28.43	5,204.00 29.56	5,307.00 30.16	5,414.00 30.76	5,522.00 31.39	5,629.00 31.99	Monthly Hourly
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	4,488.00 25.50	4,669.00 26.54	4,854.00 27.59	5,052.00 28.69	5,258.00 29.88	5,459.00 31.03	5,571.00 31.65	5,683.00 32.30	5,796.00 32.94	5,914.00 33.60	Monthly Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	4,677.00 26.58	4,870.00 27.67	5,063.00 28.76	5,306.00 29.93	5,474.00 31.11	5,696.00 32.37	5,815.00 33.04	5,932.00 33.70	6,056.00 34.42	6,174.00 35.09	Monthly Hourly
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST INFORMATION SYSTEMS SPECIALIST II	4,717.00 26.80	4,901.00 27.85	5,097.00 28.98	5,306.00 30.16	5,517.00 31.36	5,734.00 32.58	5,851.00 33.25	5,967.00 33.92	6,087.00 34.59	6,210.00 35.30	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2017/2018 SALARY SCHEDULE**

Effective 7/1/17 - BOT Approved on 12/13/18 - 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	
65	ART DESIGNER	4,955.00 28.14	5,154.00 29.24	5,360.00 30.42	5,574.00 31.66	5,796.00 32.93	6,029.00 34.22	6,149.00 34.92	6,272.00 35.60	6,398.00 36.32	6,526.00 37.06	Monthly Hourly
66	PROCUREMENT CONTRACT SPECIALIST	5,041.00	5,242.00	5,452.00	5,670.00	5,897.00	6,133.00	6,256.00	6,381.00	6,508.00	6,638.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,317.00 35.90	6,565.00 37.31	6,833.00 38.82	7,107.00 40.38	7,392.00 42.00	7,686.00 43.67	7,836.00 44.50	7,992.00 45.41	8,156.00 46.35	8,318.00 47.27	Monthly Hourly
76	SYSTEMS ADMINISTRATOR	6,639.00 37.72	6,898.00 39.20	7,173.00 40.76	7,459.00 42.38	7,755.00 44.06	8,071.00 45.85	8,228.00 46.75	8,396.00 47.70	8,568.00 48.68	8,738.00 49.64	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with the AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$136.00

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2008-09 School Year.

This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

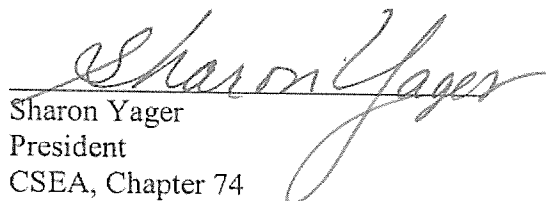
1. **District-paid Leave for Seeking Employment** – The district would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment including the two days of PN which are not counted against the employee.
2. **Workload** – The district and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The district agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Bilingual Instructional Aides** – Bilingual IAs who are laid off shall be re-employed to any vacancy in regular instructional aide position after all regular IAs have been offered re-employment or displacement rights within the open classification per 11.20.8 of the contract.
5. **Site Secretary** – The five site secretary positions that were eliminated at the March 5 board meeting were brought to the board on June 4 for approval to rescind the eliminations. CSEA and the district agree to work together to implement a plan to address the problems within this classification prior to consideration of layoffs that affect this classification.
6. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the district received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

This agreement is dated: 8/20/09

For the District:

For the California School Employees
Association (CSEA):


Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2010-2011 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.
5. **Instructional Assistants Severely Handicapped and Special Education** – Instructional Assistant SH/SE who were reduced from 10.1 months to 9 months shall be returned to 10.1 months in their position when summer school and Extended School Year (ESY) are fully restored.
6. **Extended School Year (ESY)**- Instructional Assistants who are needed for the ESY program during the month of July, 2010, will be assigned in the following manner:
 - First, Instructional Assistant SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
 - Second, Instructional Assistants SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants SH.
 - Third, Instructional Assistants SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2010 at the Hope and Loara school site based on seniority.

7. **Secretary Classifications** – Employees in the classifications of secretary who were either laid off or displaced and transferred to a lower classification shall maintain their seniority from the effective date to when they are reinstated to any secretary classification. The employees in the secretary classification shall not be penalized for unpaid leave caused by layoff or displacement or lose seniority in the secretary classifications due to moving to a lower classification.

8. **Floating Furlough Day**

One of the seven furlough days previously agreed to by CSEA and the district will be a floating furlough day which shall be used at the unit member's discretion. Any request which does not create an undue hardship at the work site shall not be denied by the unit member's supervisor.

Scheduling of the floating furlough day shall occur at the beginning of the school year at the same time as vacation is scheduled.


If there is a conflict which involves another unit member's scheduling on the same day, seniority shall be the determining factor in awarding the day.

If the unit member is denied on the basis of undue hardship and another day is not mutually agreed upon, the unit member shall have the right to appeal to the Assistant Superintendent of Human Resources.

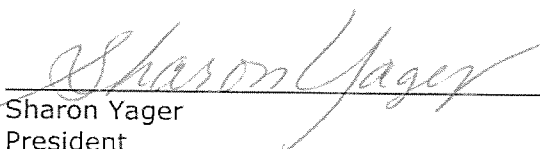
This agreement is dated: 5/26/10

For the District:

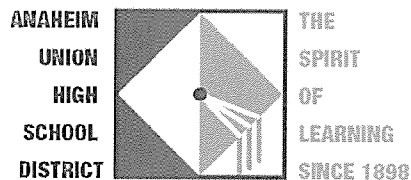
For California School Employees Association
(CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

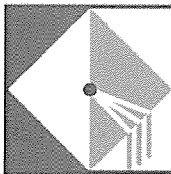
Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2011-2012 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.



Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2011, will be assigned in the following manner:

- First, Instructional Assistant-SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Instructional Assistant-SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants-SH.
- Third, Instructional Assistant-SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2011 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Instructional Assistant-SH positions shall be offered to the other Instructional Assistant-SH in the District by seniority.

This agreement is dated: June 13, 2011

For the District:

For California School Employees Association
(CSEA):

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2012-2013 school year

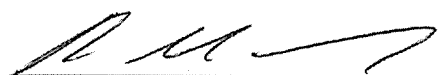
1. **District-paid Leave for Seeking Employment** – The District would waive I2.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they “meet minimum qualifications” of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District’s Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2012, will be assigned in the following manner:

- First, Special Education Instructional Assistant employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Special Education Instructional Assistant employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants.
- Third, Special Education Instructional Assistant employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2012 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Special Education Instructional Assistant positions shall be offered to the other Special Education Instructional Assistant in the District by seniority.

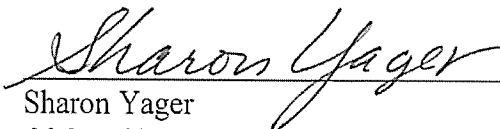
This agreement is dated: June 28, 2012

For the District:

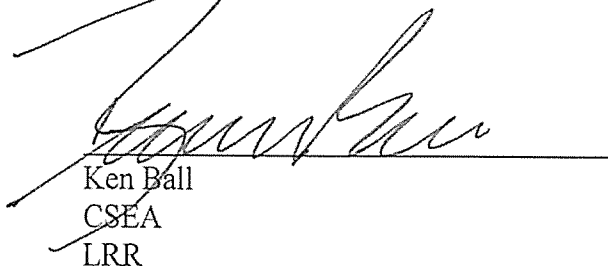


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES**.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.


In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.


This agreement is dated: June 13, 2011

For the District:




 Russell Lee-Sung
 Assistant Superintendent
 Human Resources

For California School Employees Association (CSEA):



 Sharon Yager
 President
 CSEA, Chapter 74



 Ken Ball
 CSEA
 LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

- 1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours.
- 1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours.

2. Staffing Guidelines

- 2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.
- 2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

- 2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.
- 2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.
- 2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.

3. Vacancies

- 3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.
- 3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.
- 3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.
- 3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.
- 3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.

4. Grandfathering of Current Employees

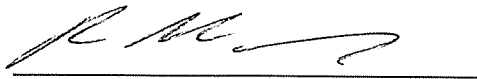
- 4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

- 4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

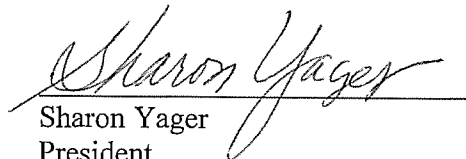
This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice.

This agreement will sunset on June 30, 2017.

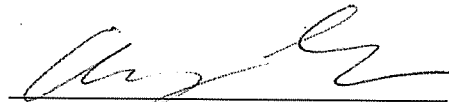
This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in paragraph #2 below, the parties agree that all Instructional Assistants (those employees directly involved in the instruction of students, regardless of their funding source) will be administered an assessment/test designed to meet the guidelines of the Act. The parties further agree that Instructional Assistants hired after January 8, 2002, have already met the requirements of the Act through procedures already in place in the district.
2. The parties agree that employees hired prior to January 8, 2002, who can demonstrate that they have attained an AA degree or higher, or who can demonstrate successful completion of at least 48 semester units of coursework at an institution of higher education shall be deemed qualified and will not be required to take the assessment/test.
3. The parties agree that this process is in the best interest of the employees and will ensure equity and transferability, as well as continue to foster the high esteem with which our classified employees are held.
4. The parties agree that the assessment/test being used meets the "rigorous" requirements of the Act and that the passing grade level of 13.0 for each section has been appropriately established.
5. The parties agree that the assessment/test shall be offered at no cost to the unit member. The parties further agree that unit members shall be entitled to retake any or all of the assessment/test as necessary every 90 days to receive a qualifying score at a time scheduled by the District.
6. The parties agree that unit members hired prior to January 8, 2002, will take the assessment/test on a voluntary basis.
7. The parties agree that the District shall have the option of providing training for employees to assist in receiving a passing grade and said training will be offered and taken during duty, non-duty, paid or non-paid time, dependent upon scheduling.

8. The parties agree that unit members who are affected by Title I funding and who do not pass the assessment/test before June 30, 2006, will have the opportunity to administratively transfer to a non-Title I position of equal classification, wages hours, and benefits. Open positions for these employees may be created by the transfer of other Act qualified employees to Title I-funded positions.
9. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.
10. This memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding on between the district and CSEA, Chapter 74.

Date: 1/28/04

Anaheim Union High School District

By: Barry D. Escoe
Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: Jackie Brock
Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following regarding health and welfare:

Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

Article 2.1.2 Life and AD & D, Article 2.1.3 Dental, Article 2.1.4 – Vision Care Insurance

The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

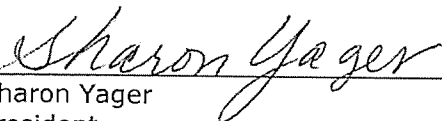
This MOU agreement has no effect on any other language contained in Article 2 Health and Welfare and the MOU – Health and Welfare – Cost Containment dated May 10, 2012.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request to re-open negotiations on health and welfare for 2014.

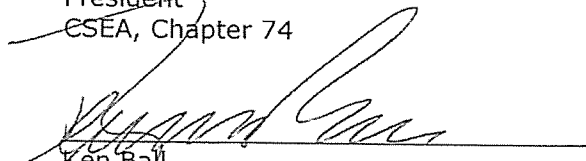
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

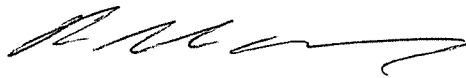
California School Employees Association (CSEA) and its Chapter 74

Early Retirement Incentive

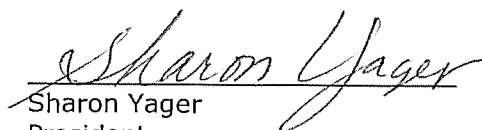
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of participants District wide retiring to make the implementation financially feasible for the District.

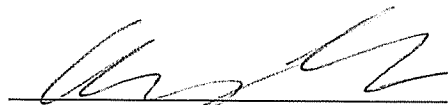
This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

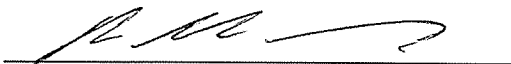
California School Employees Association (CSEA) and its Chapter 74

Bilingual Status

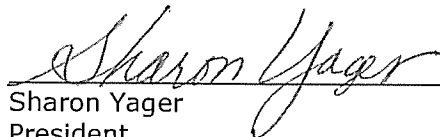
This memorandum of understanding stipulates an agreement between the Anaheim Union High School District (District) and the California School Employees Association (CSEA) to develop an understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

CSEA and the District shall meet, study and develop a specific plan of action on or before May 1, 2015. The plan will be a subject of negotiations for 2015-16.

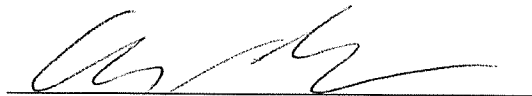
This MOU is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74**Health and Welfare Program Change for 2016**

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in health and welfare program that were recommended by the Insurance Committee on October 6, 2015. Changes are effective on January 1, 2016:

Medical InsurancePPO

- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.
- Prior Authorization (PA) will be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) will not be subject to the PA program.

HMO

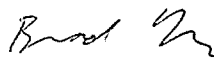
- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.

The current maximum District's contribution to the blended super composite rate is \$14,101. For calendar year 2016, the maximum District contribution to the blended super composite rate will be \$14,745.

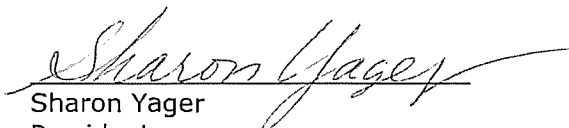
This MOU has no effect on any other portion of the District's benefit plan.

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, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

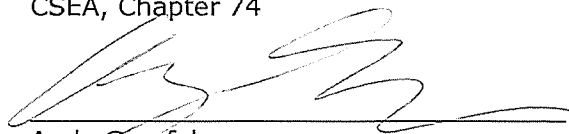
This MOU is dated: December 10, 2015



Brad Jackson
Interim Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andy Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2016/2017 School Year

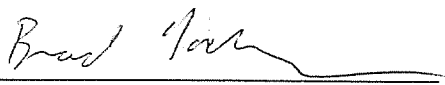
This agreement applies to employees who were affected by the layoffs for the 2017/2018 school year.

1. **Workload** - The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated, which is within the same classification or promotable family group, shall not be required to work beyond their established work day or be disciplined or negatively evaluated due to workload. CSEA members will not be required to perform work outside their classification. The District agrees volunteers, outside agencies or subcontractors will not be used to perform the work of laid-off employees.
2. **School Site Secretaries/Program Support Secretaries** - CSEA employees under these classifications that have been laid off or bumped due to seniority shall be considered as one classification upon open positions, when reinstatement from lay-offs, become available.
3. **Provisional/Limited Term Positions** - The District agrees that wait members who have been laid-off shall have first opportunity to fill provisional/limited term positions in any classification that the minimum qualifications of the position are met. District agrees to rescind the position of office assistant located at Hope School. CSEA and the District agree that the position of school support secretary at Katella High School will relocate work area to the area of the office assistant location at the entrance of the school to assist with helping students, parents, and others needing assistance.

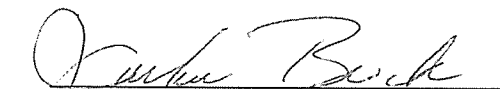
This agreement is dated: May 24, 2017

For the District:

For the California School Employees
Association (CSEA):



Brad Jackson
Assistant Superintendent
Human Resources



Jackie Brock
President
CSEA, Chapter 74

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding Position Additions, Restorations, and Augmentations
November 13, 2018

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to add, restore, or augment the following classified positions for the 2018-19 school year:

- 1) Ten (10) 8 hour, 10 month, Office Assistant positions—one each to be assigned to the following schools: (1) Anaheim High School, (2) Katella High School, (3) Loara High School, (4) Magnolia High School, (5) Savanna High School, (6) Ball Junior High School, (7) Brookhurst Junior High School, (8) Dale Junior High School, (9) South Junior High School, and (10) Sycamore Junior High School;
- 2) Two (2) 8 hour, 10 month, Secretary-Attendance Bilingual positions assigned to Sycamore Junior High School and South Junior High School and one (1) additional 8 hour, 10 month, Secretary-Attendance position assigned to Brookhurst Junior High School;
- 3) Increase of Months of Service to the entire Registrar/Records Clerk Classification and one (1) School Support Secretary at Hope School from 11 months to 11.5 Months;
- 4) Additional classified position additions, restorations, or increases in hours and/or months of service equivalent in cost to three (3) 8 hour, 10 month positions on range 43 of CSEA's Classified Salary Schedule determined by the District to best meet operational needs. In determining these positions, the District shall prioritize restoring, increasing hours, and/or increasing months of service of classified positions previously reduced in number, hours, or months of service or where a bargaining unit member currently resides on the 39 month rehire list.

CSEA and the District agree that the positions added, restored, or augmented above will be reviewed for continuing needs no earlier than three (3) years from the effective date of this Memorandum of Understanding ("MOU"). Should the District experience circumstances during this three year period which warrant the potential layoff of positions within CSEA's bargaining unit, CSEA may request, and the District will agree, to reopen negotiations of this MOU.

This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Brad Jackson
Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District

Jacqueline Brock
Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11-16-18
Date

11-16-18
Date

Jason Geanakopoulos
Jason Geanakopoulos
Labor Relations Representative
California School Employees Association
11/16/18
Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

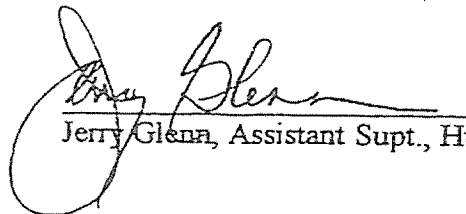
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (Personnel Commission Rules, Chapter 60) will be handled.

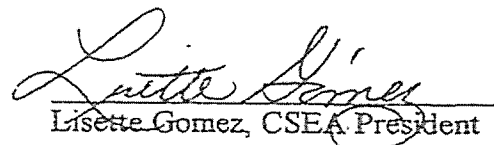
- The Classified Personnel Office will post vacancies specifying the office and the job assignment.
- Vacancies will be filled according to Personnel Commission rules as enumerated in Chapters 50 and 60 of the Classified Personnel Policies Handbook.
- The Administrator/Supervisor or the employee may request a voluntary transfer to another assignment within the same class and at the same site. A voluntary transfer, if approved will be permitted without opening the vacancy for transfer, if there will be no change in work year for the employee.
- Work year is specifically related to assignment, and the needs of the district and site.
- The District will meet with CSEA to discuss any involuntary transfers within this classification.
- Employees will be encouraged to meet with their immediate supervisor for clarification of duties assigned to their desk.
- The District and CSEA will work together to develop job/assignment specific training opportunities for employees in this classification.

Date: June 27, 2001

For the District

For the Association


Jerry Glenn, Assistant Supt., Human Resources


Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

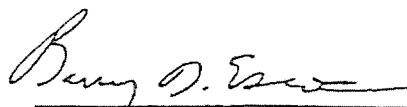
This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

A committee of two representatives each from District Management, CSEA and the Personnel Commission will be formed to explore options. The Career Ladder Committee will begin meeting prior to April 1, 2003. Recommendations are to be presented to the Negotiations Team sometime following State budget allocation decisions for the 2002-03 and 2003-04 school years, and prior to full District implementation of the provisions required by the US Department of Education under the No Child Left Behind Act of 2002 (NCLB).

This agreement is dated February 18, 2003

For the District:

For CSEA:



Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources



Jackie Brock
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

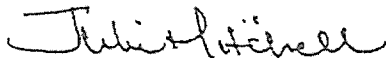
California School Employees Association (CSEA)

This agreement stipulates acceptance of the Insurance Committee recommendation to the following as it pertains to the prescription drug program under the self-funded PPO Medical and HMO prescription drug plan for active and retired employees.

- Effective January 1, 2007 the Pharmacy Benefit Manager (PBM) will change from Caremark to NMHC (National Medical Health Card Systems, Inc.).
- The administrative fees are guaranteed to October 1, 2009 and renewable each year thereafter.
- This change in PBM will have no effect on the pharmacy program design or benefits to plan participants.
- Services to be performed by NMHC include but are not limited to:
 - Administration of AUHSD's pharmacy program on a fully transparent/pass-through basis
 - Clinical account management, advice, analysis, and cost modeling
 - Assistance with Medicare Part D filings for government subsidy/Group Waiver Credit

For:

ANAHEIM UNION HIGH SCHOOL DISTRICT

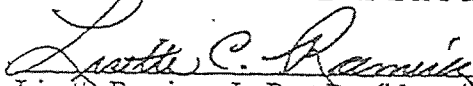


Julie Mitchell, Assistant Superintendent

10/5/06

Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Lisette Ramirez, Jr. Past President / Acting President

10/5/06

Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

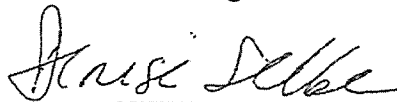
And the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

1. It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.
2. Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.
3. Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.

For:
Anaheim Union High School District

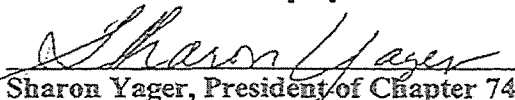


Denise Selbe, Assistant Superintendent,
Human Resources



Date

California School Employees Association (CSEA)


Sharon Yager, President of Chapter 74

Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

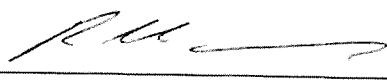
Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan shall be amended on a trial basis to include a formulary prescription plan through InformedRX. This plan will include a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, shall be exactly the same as that recommended by the district insurance committee on Monday, October 26, 2009.

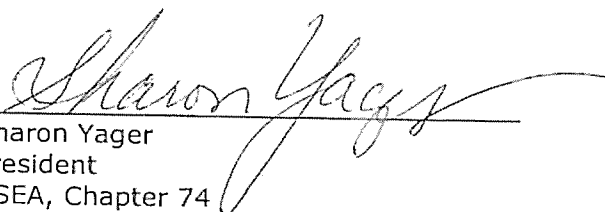
AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2010. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand names.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: 12/11/09



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



TENTATIVE AGREEMENT PENDING RATIFICATION
MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)
And the
California School Employees Association (CSEA)
Chapter #74

CSEA proposes no furlough days for fiscal year 2009-2010. Effective upon ratification up to the period including June 30, 2011, classified bargaining unit members shall take a total of seven (7) furlough days for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Effective July 1, 2011, all furlough days shall cease and unit members shall be restored to the members days worked and full pay prior to imposing of furlough days.

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year of 2010-2011 as a result of the furlough days.

The specific furlough dates shall be negotiated with the district.

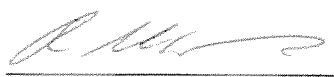
The district shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period of time furlough days are in effect up to and including June 30, 2011. The only exceptions would be based upon site closure, program eliminations or reductions, categorical funded positions, and prior MOU agreement dated August 20, 2009.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit of \$5729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.


CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

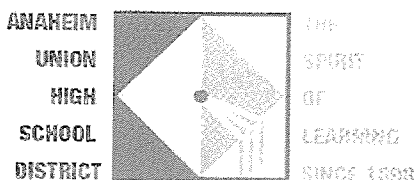
This agreement will sunset on June 30, 2011.



Russell Lee-Sung Date
AUHSD Asst. Superintendent H.R.



Sharon Yager Date
CSEA President, Chapter 74



MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)


FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

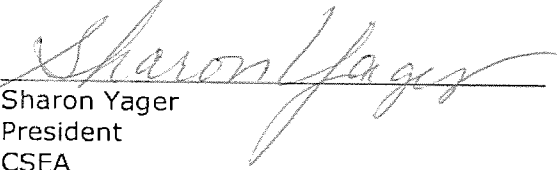
As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be “blue sheeted” to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the ~~supervisor~~ principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the “Bus Aide” Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN ACCORDANCE TO MERIT RULES.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of “Extended Year” programs at Hope School. Non-Student days (during “Extended Year”) will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04

Barry D. Escoc 1/28/04
Barry D. Escoc, EdD.
Assistant Superintendent, Human Resources

Jackie Brock
Jackie Brock, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)


Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

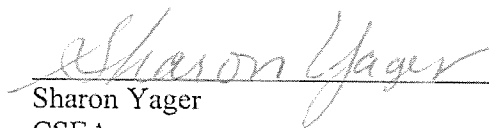
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES


Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a "qualified certification", the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

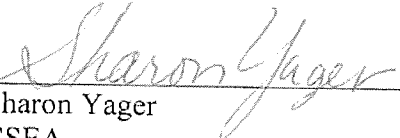
This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

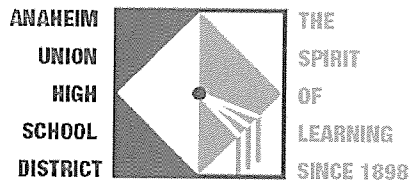
This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below \$5939, furlough days will be imposed as follows:

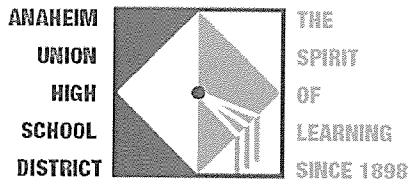
BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days
BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above \$5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult
- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst



- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.


This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

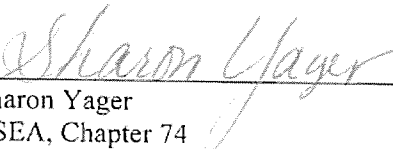
This agreement is dated: June 13, 2011

For the District:

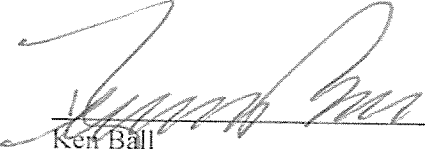
For California School Employees Association
(CSEA):



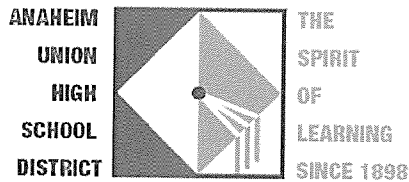
Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences


Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that are not charged to the employee's accumulated sick leave, as stated in Article 12.7.5, will be suspended for the 2011-12 school year (as previously agreed) and the 2012-13 school year. Starting with the 2013-14 school year, the two personal necessity days will be reinstated.

Additionally, for the 2011-12 and 2012-13 school years, Article 12.7.1 is amended to allow unit members to use up to ten (10) personal necessity days instead of seven (7) per school year.


This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2013.

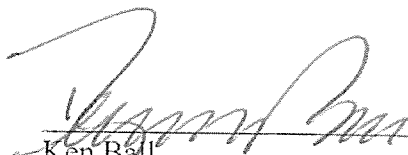
This agreement is dated: June 13, 2011



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)


Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan was amended on a trial basis to include a formulary prescription plan through InformedRX. This plan includes a \$5 co-payment for generics, \$15 co-payment for formulary brand name prescriptions, and \$40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, are exactly the same as was recommended by the district insurance committee on Monday, October 26, 2009.

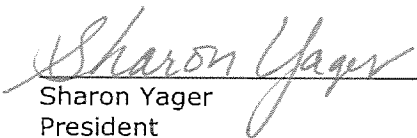
AUHSD and CSEA further agree that this trial will end on December 31, 2011, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2011. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to \$5 for generics and \$15 for all other brand name drugs.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: November 4, 2010



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)


With this Memorandum of Understanding, The California School Employee Association (CSEA) and the Anaheim Union High School District (AUHSD) agree to modify the HMO health insurance benefit plan for employees as follows:

As it pertains to the HMO plan design changes: Office Visit co-payment and Emergency Room co-payment, Option 5. Increasing the office visit co-payment from \$5.00 to \$15.00 and the Emergency Room co-payment from \$50.00 to \$100.00.

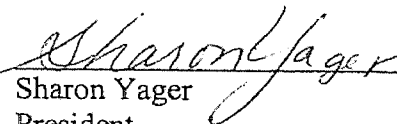
This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: September 9, 2008

For the District:


Denise Selbe
Asst. Superintendent
Human Resources

For CSEA:


Sharon Yager
President
CSEA, Chapter 74

California School Employees Association
And The
Anaheim Union High School District

Memorandum of Understanding

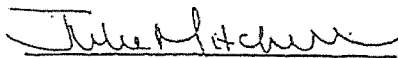
Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the California School Employees Association (CSEA) to develop understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.


The Association and District shall meet, study and develop a specific plan of action on or before September 30, 2006, which will include incremental steps for implementation.

This agreement dated June 28, 2006

For the District:


Julie Mitchell,
Assistant Superintendent, HR

For CSEA:


Jackie Brock,
CSEA President, Chapter #74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Salary Schedule 2012-13

The salary schedule for the 2012-13 fiscal year shall be the schedule in effect in 2011-12 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be two (2) furlough days for fiscal year 2012-13 if the 2012-13 deficated BRL remains at \$5925 which is the BRL for 2011-12.

If the approved state budget is reduced below the current deficated BRL/ADA or if the budget is further reduced during the school year due to triggered mid-year reductions, the following will occur in this order to address the budget shortfall.

Furlough Days - Add up to seven (7) additional furlough days within the 2012-2013 fiscal year based upon the formula below:

BRL/ADA between \$5925 and \$5846	Work year remains at work year minus two days.
BRL/ADA between \$5845 and \$5814	Work year reduced by one additional budget-cut day
BRL/ADA between \$5813 and \$5782	Work year reduced by two additional budget-cut days
BRL/ADA between \$5781 and \$5750	Work year reduced by three additional budget-cut days
BRL/ADA between \$5749 and \$5718	Work year reduced by four additional budget-cut days
BRL/ADA between \$5717 and \$5686	Work year reduced by five additional budget-cut days
BRL/ADA between \$5685 and \$5654	Work year reduced by six additional budget-cut days
BRL/ADA between \$5653 or below	Work year reduced by seven additional budget-cut days

Any time after November 7, 2012 the district may request and CSEA will agree to negotiate further reductions if necessary.


The dates of the two furlough days plus any additional furlough days will be mutually agreed upon.

The District shall not implement any layoff action or reduction in assignment action impacting members of the bargaining unit for the period of July 1, 2012 through June 30, 2013. The only exception would be the Board approved layoff of categorical positions enacted on April 19, 2012 and the layoff action on April 27, 2012.

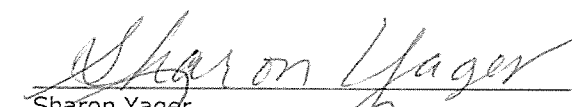
There shall be no reductions in sick leave, vacation leave or holidays for the 2012-2013 school year as a result of the furlough day schedule mentioned above.

This agreement sunsets on June 30, 2013.

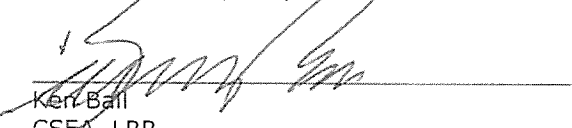
This agreement is dated: May 10, 2012



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President, CSEA, Chapter 74



Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2013-2014 Salary, Bereavement Leave

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following:

Salary 2013-2014

The salary schedule for the 2013-14 fiscal year will remain the same as 2012-13, with no furlough days.

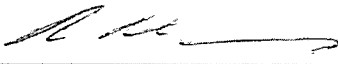
There will be no furlough days for the 2013-14 fiscal year and there will be no layoffs for the 2013-14 school year.

If an agreement is reached with any other collective bargaining group that increases salary for the 2013-14 school year the District will provide the same increase or re-open negotiations.

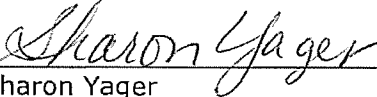
Bereavement Leave

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave. This language will be effective July 1, 2013, and will be moved to the contract Article 12.1 during 2014-15 contract negotiations.

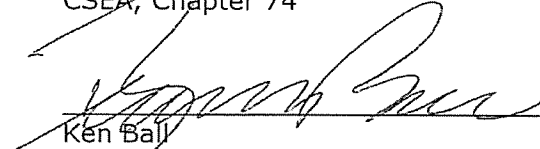
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree as of January 1, 2012 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Office Visit Co-Pay: Increase office visit co-pay from \$15 to \$20.
- Inpatient Deductible: No change to current plan. No co-pay.
- Outpatient Deductible: No change to current plan. No co-pay.
- Prescription Drug Plan: No change to current plan.

District's Self-insured PPO Benefit Plan and Prescription Plan

- Annual Deductible: Increase from \$200/single to \$275/single, \$600/family to \$825/family.
- Office Visit Co-Pay: No change to current plan. No co-pay for office visits.
- Chiropractic Care: Limit office visits for chiropractic care and services to 31 per calendar year (Current plan limits manipulations only).
- The prescription drug plan:
 - The prescription drug plan vendor will be changed to Express Scripts.
 - Co-Pay: \$5/generic, \$15/brand name
 - No Contingency Therapy
 - No Step Therapy

If any other employee collective bargaining group receives a health and welfare plan for 2012 that is better than the program agreed to above, CSEA will receive the same program.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: December 8, 2011



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President, CSEA, Chapter 74



Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Health and Welfare Program Change for 2013

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree as of January 1, 2013 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Specialist Visit Co-pay: Increase co-pay from \$20 to \$35
- ER Co-Pay: Increase co-pay from \$100 to \$150
- Advanced Imaging Co-Pay: Add co-pay of \$100
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay

District's Self-insured PPO Benefit Plan and Prescription Plan

- ER Co-Pay: Add co-pay of \$100
- Out of Pocket Maximum: Increase the annual coinsurance maximum from \$10,000 to \$12,000
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay


If any other employee collective bargaining group receives a health and welfare plan for 2013 that is better than the program agreed to above, CSEA has the right to accept the new change or reopen negotiations on health and welfare.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

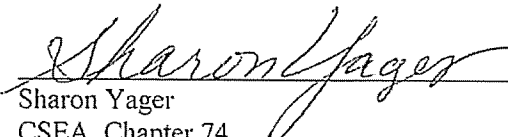
This agreement is dated: October 11, 2012

For the District:

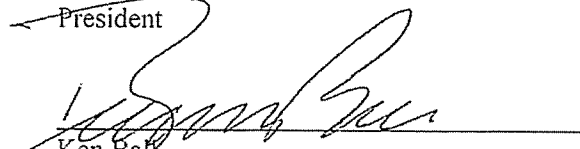
For California School Employees Association
(CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare – Cost Containment

CSEA and the District agree to the following changes to Article 2 Health and Welfare:

The current medical PPO and HMO plan for the 2012 year is indicated in the MOU approved on December 8, 2011 and supersedes current contract language. The District agrees to cover the costs for all health and welfare for 2012.

Beginning with the 2013 calendar year, the District shall contribute towards the cost of 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 super composite rate of \$984 per month/\$11,808 per year per eligible employee.

The following sections within Article 2 will be removed since they are no longer relevant:

2.1.1.2; 2.1.1.3; 2.1.4.1; 2.5

Article 2.9.1 will be replaced with revised language previously agreed in an MOU dated March 16, 2012.

Insurance Committee

The Association may name two (2) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

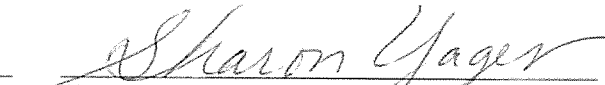
If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and HMO from current year and the average of the super composite rates for the new year.

The District and CSEA 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.

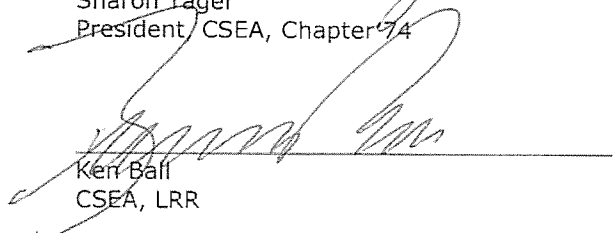
This agreement is dated: MAY 10, 2012



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President, CSEA, Chapter 74



Kerr Ball
CSEA, LRR

Tentative Agreement between the
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
 and its ANAHEIM UNION HIGH CHAPTER NO. 74
 and the
 ANAHEIM UNION HIGH SCHOOL DISTRICT
 for 2017-20 Successor Contract Negotiations

November 13, 2018

This Tentative Agreement reflects the full and complete agreement of the California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") regarding 2017-2020 Successor negotiations for the 2017-2018 school/contract year.

The parties opened the following contract articles for 2017-2018 successor year contract negotiations:

- **All Articles Opened**

The parties have agreed to limit revisions to the collective bargaining agreement to Articles 18, 1, 2, 11, and Attachment A for 2017-2018 successor year negotiations on the condition that the limitations on contract articles available for reopening be suspended for the 2018-19 year of this contract, allowing both parties to reopen any and/or all articles of the collective bargaining agreement for the 2018-19 contract year.

The parties also agree to reconvene for at least three meetings for the negotiation of the 2018-19 contract year by January 31, 2019, including making all good faith and reasonable efforts to have one or more of these meetings take place on or before December 31, 2018.

CSEA and the District have agreed to the following revisions of the collective bargaining agreement:

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2017 ~~July 1, 2014~~ and remain in full force and effect up to and including June 30, 2020 ~~June 30, 2017~~ and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate. **During the 2018-19 contract year, all articles shall be open for negotiations.** During **the 2019-20 contract year** ~~years 2015-16 and 2016-17~~, 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, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations. It is understood that other provisions of the Agreement shall remain in full force and effect for the years **2017-2018, 2018-2019 and 2019-2020** ~~2014-2015, 2015-2016 and 2016-2017~~ notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: **November 13, 2018** ~~December 11, 2014~~

ARTICLE 1: RECOGNITION

The District and CSEA agree to add the position of Athletic Trainer to the list of active position classifications recognized by the District and its Board as being included within CSEA's bargaining unit and also modify the language of Article 1: Recognition as follows:

CSEA 74-AUHSU TA & MOUs 11-13-2018

The Board recognizes Anaheim Chapter 74, California School Employees Association (CSEA), as the sole and exclusive representative of employees performing services in categories and groupings of positions and classification described as follows:

Included:

ACTIVE

Accounting Technician
Administrative Assistant
Administrative Assistant-Program Support
Administrative Assistant-Bilingual
Art Designer
ASB Accounting Technician
Assessment & Evaluation Technician
Athletic Trainer
Behavior Intervention Specialist
Benefits Specialist
Benefits Technician
Braille Transcriber
Business Technician
Buyer
Campus Safety Aide
Child Welfare and Attendance Liaison
Credentials Technician
District Receptionist
Facilities Planning Assistant
Family and Community Engagement Specialist
Food Service Accounting Specialist
Food Service Technician
Health Services Technician I
Health Services Technician II
Human Resources Technician
Information Systems Specialist I
Information Systems Specialist II
Information Systems Technician
Instructional Assistant
Instructional Assistant-Adult Transition
Instructional Assistant-Behavioral Support
Instructional Assistant-Mathematics
Instructional Assistant-Medically Fragile/Orthopedically Impaired
Instructional Assistant-Special Abilities
Instructional Assistant-Deaf/Hard of Hearing
Instructional Assistant-Visually Impaired
~~Instructional Assistant-Specialized (Deaf/Hard of Hearing or Visually Impaired)~~
Instructional Assistant-Specialized Academic Instruction

INACTIVE

Account Clerk
Administrative Secretary (currently Senior Administrative Assistant)
Brailist (currently Braille Transcriber)
Career Center Technician
Computer Lab Assistant
Computer Lab Technician
Computer Operator
Data Entry Technician
~~District Receptionist~~
District Testing Technician
English Learner Program Tech
General Office Clerk (currently Office Assistant)
Health Clerk (currently Health Services Technician I)
Health Clerk/Hope
Health Services Technician III (currently LVN)
~~Instructional Assistant~~
Instructional Assistant-Severely Handicapped
Instructional Assistant-Special Education
Instructional Assistant-Special Education/Bilingual
Instructional Assistant-Special Education/Bilingual
Intermediate Clerk
Instructional Materials Technician
Paraeducator I
Paraeducator II
Payroll Clerk
Personnel Technician (currently Human Resources Technician)
Planning Technician
Program Analyst
Programmer
Purchasing Clerk
School Community Liaison Bilingual
Secretary
Secretary Clerk I
Secretary Clerk II
Secretary-Bilingual
Senior Computer Operator
Senior Payroll Clerk

Instructional Assistant-Spec Academic
Instruction (Bilingual)
Instructional Assistant-Student/Parent
Liaison

Senior Purchasing Clerk
Testing Statistical Technician
Translator Clerk

**Instructional Assistant-Student/Parent
Liaison-Bilingual**

Instructional Assistant-Bilingual (Arabic)
Instructional Assistant-Bilingual (Korean)
Instructional Assistant-Bilingual (Spanish)
Instructional Assistant-Bilingual
(Vietnamese)

Job Developer/Job Coach

Language Program Technician

Language Testing Assistant
Legal Administrative Assistant
Licensed Vocational Nurse
Network Analyst
Network Technician
Office Assistant
Office Assistant (Bilingual)
Parent Involvement Specialist
Payroll Technician
Procurement Contract Specialist
Programmer Analyst
Publications Technician
Risk Management Technician
School Community Liaison
School Library/Media Technician
Secretary-Attendance
Secretary-Attendance-Bilingual
Secretary-Program Support
Secretary-Program Support-Bilingual
Secretary-Registrar/Records
Secretary-Registrar/Records-Bilingual
Secretary-School Support
Secretary-School Support-Bilingual
Senior Accounting Technician
Senior Administrative Assistant-Program
Support
Senior Administrative Assistant-Program
Support (Bilingual)
Senior Administrative Assistant-School
Support
Senior Administrative Assistant-School
Support (Bilingual)
Senior Administrative Assistant-Procurement
Specialist
Senior Budget Technician

Senior Credentials Technician

Senior Payroll Technician
Sign Language Interpreter

Speech-Language Pathology Assistant
Systems Administrator
Translator/Interpreter
Webmaster
Workability Placement Assistant

All other sections and subsections of Article 1: Recognition remain unchanged.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The Board shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO:

Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member.

HMO:

HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of \$1,234.50 per month or \$14,814 per year per enrolled unit member. **On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.**

2017 Blended Super Composite Rate and Maximum District Contribution:

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,475.

Example:

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

EPO:

Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provided as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017 with the exception of the Plan administrator, Prescription drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by The Holman Group, and prescription services will be provided through Express Script, Inc.

2018 Blended Super Composite Rate and Maximum District Contribution:

The 2017 maximum District contribution to the blended super composite rate is \$15,475. For calendar year 2018, the blended super-composite rate is \$15,759. The maximum District contribution to the blended super composite rate will be \$15,759. There will be no employee contribution for calendar year 2018.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5

Alcohol, drug abuse and psychological care utilizing MHN/Holman Company for employees and eligible dependents.

2.1.6

Hearing aids and hearing examination for employees as required by a physician.

2.1.7

Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 Surviving Dependent Coverage

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 Right to Contact

The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 Self-Insurance Plan

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5

All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 Health and Welfare Parity

In accordance with Memorandum of Understanding: Health and Welfare Program Change for 2018 Between CSEA and AUHSD dated October 16, 2017, if an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2018.

~~If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2015.~~

2.7 Insurance Committee

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and ~~EPO HMO~~ from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1

All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO/HMO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2

After meeting the requirements of 2.8.1 ~~2.6.1~~, employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.

2.8.4

On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5

Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6

Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 Eligibility

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article. Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 IRS Section 125 – Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 Salary

For the 2017-18 school year, there shall be a wage increase of one percent (1%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends for all bargaining unit members. Wage increases and stipends shall include all employees in a regular classified position on or after July 1, 2017. All 2017-18 wage increases referenced herein and above shall be retroactive to July 1, 2017.

~~There shall be a wage increase of zero percent (0%) to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as attachment A, inclusive of any and all stipends for all bargaining unit members.~~

~~Wage increases and stipends shall include all employees in a regular classified position as of July 1, 2016.~~

~~All wages referenced herein and above will be retroactive to July 1, 2016.~~

If any employee organization receives ~~a~~ an across-the-board salary schedule increase that is higher than CSEA for any or all of the 2017-18, 2018-2019, or 2019-2020 ~~2014-15, 2015-2016, and 2016-2017~~ school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year that year.

~~In the event the District shows a potential negative balance in Unassigned/Unappropriated Ending Balance (Account 9790) in 2016-17 in the Second Interim Report Long Range projection, the District and CSEA agree to commence negotiations in Spring of 2017 for the 2016-17 fiscal year.~~

All other sections and subsections of Article 11: Wages And Items Related To Wages remain unchanged.

ATTACHMENT A 1-3: ANAHEIM UNION HIGH SCHOOL DISTRICT-CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) SALARY SCHEDULE

The District and CSEA agree to add the position of Athletic Trainer to Range 57 of CSEA's salary schedule retroactive to July 1, 2017.

The parties also agree to implement the following MOU:

- **Memorandum of Understanding between the California School Employees Association and its Anaheim Union High Chapter No. 74 and the Anaheim Union High School District Regarding Position Additions, Restorations, and Augmentations—dated November 13, 2018**


This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

This concludes negotiations for the 2017-2018 school year.

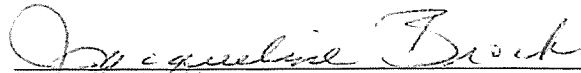
AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Brad Jackson
Assistant Superintendent, Human Resources
Lead District Negotiator
Anaheim Union High School District



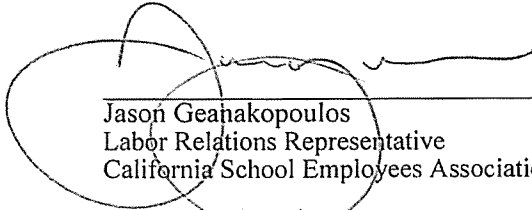
Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11-16-18

Date

11-16-18

Date



Jason Geanakopoulos
Labor Relations Representative
California School Employees Association

11/16/18

Date

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding Position Additions, Restorations, and Augmentations
November 13, 2018

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to add, restore, or augment the following classified positions for the 2018-19 school year:

- 1) Ten (10) 8 hour, 10 month, Office Assistant positions—one each to be assigned to the following schools: (1) Anaheim High School, (2) Katella High School, (3) Loara High School, (4) Magnolia High School, (5) Savanna High School, (6) Ball Junior High School, (7) Brookhurst Junior High School, (8) Dale Junior High School, (9) South Junior High School, and (10) Sycamore Junior High School;
- 2) Two (2) 8 hour, 10 month, Secretary-Attendance Bilingual positions assigned to Sycamore Junior High School and South Junior High School and one (1) additional 8 hour, 10 month, Secretary-Attendance position assigned to Brookhurst Junior High School;
- 3) Increase of Months of Service to the entire Registrar/Records Clerk Classification and one (1) School Support Secretary at Hope School from 11 months to 11.5 Months;
- 4) Additional classified position additions, restorations, or increases in hours and/or months of service equivalent in cost to three (3) 8 hour, 10 month positions on range 43 of CSEA's Classified Salary Schedule determined by the District to best meet operational needs. In determining these positions, the District shall prioritize restoring, increasing hours, and/or increasing months of service of classified positions previously reduced in number, hours, or months of service or where a bargaining unit member currently resides on the 39 month rehire list.

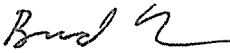
CSEA and the District agree that the positions added, restored, or augmented above will be reviewed for continuing needs no earlier than three (3) years from the effective date of this Memorandum of Understanding ("MOU"). Should the District experience circumstances during this three year period which warrant the potential layoff of positions within CSEA's bargaining unit, CSEA may request, and the District will agree, to reopen negotiations of this MOU.

This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

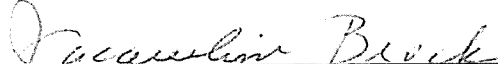
AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District



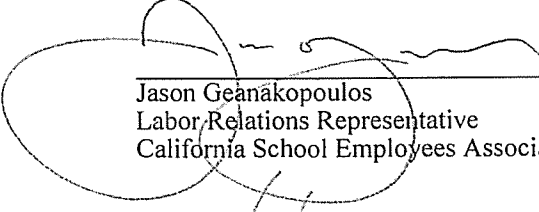
Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11-16-18

Date

11-16-18

Date



Jason Geanakopoulos
Labor Relations Representative
California School Employees Association
11/16/18

Date

**Tentative Agreement
Between the Anaheim Union High School District Mid-Managers Association
and the Anaheim Union High School District
October 16, 2018**

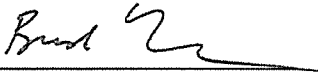
The bargaining teams for the Mid-Managers Association and the Anaheim Union High School District have met and negotiated in good faith regarding their initial collective bargaining agreement pertaining to wages, hours, and working conditions for the supervisory classifications of Food Service Manager I, Plant Manager I and Plant Manager II, which are represented by the Association. After meeting and negotiating, the bargaining teams reached a written tentative agreement, a true and correct copy of which is attached to this Tentative Agreement and marked "Attachment A." It is agreed and understood that the Tentative Agreement is subject to a ratification vote by the membership of the Association and by the District's Board of Trustees.

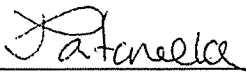
Both bargaining teams are pleased to recommend ratification of the Tentative Agreement. Upon ratification the Agreement will provide for a new salary schedule for the 2017-18 fiscal year effective July 1, 2017. The Agreement upon ratification by both the Association and the Board of Trustees will include agreements including compensation, hours, and working conditions for a 3 year term, 2018-19, 2019-20 and 2020-21 with salary and health and welfare benefit reopener negotiations occurring in each of these three years.

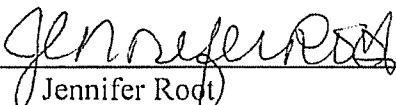
Both negotiation teams recommend ratification by their respective parties.

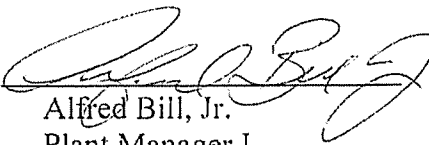
FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT


FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT MID-
MANAGERS ASSOCIATION

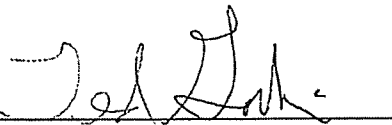
By: 
Brad Jackson
Assistant Superintendent
Human Resources

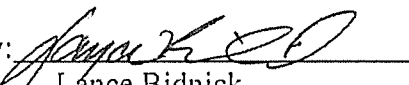
By: 
James Patanella
Association President
Food Service Manager I

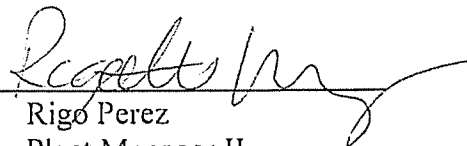
By: 
Jennifer Rodt
Assistant Superintendent
Business Services

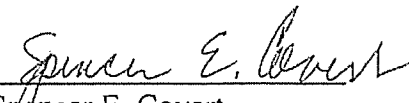
By: 
Alfred Bill, Jr.
Plant Manager I

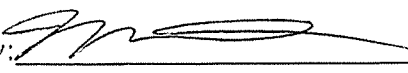
By: 
Orlando Griego
Director, Food Service

By: 
Ted Gorkin
Plant Manager I

By: 
Lance Bidnick
Director, Maintenance and Operations

By: 
Rigo Perez
Plant Manager II

By: 
Spencer E. Covert
Chief Spokesperson

By: 
Melvin Stevens
Plant Manager I

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

MID-MANAGERS ASSOCIATION

For the Period

July 1, 2018

to

June 30, 2021

Board Approved: Pending Approval

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ARTICLE 1 – AGREEMENT AND RECOGNITION

This Agreement is made and entered into, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520 (“District”), and the Anaheim Union High School District Mid-Managers Association, 100 Oceangate, Suite 1200, Long Beach, California 90802 (“Association”).

1.1 Parties and Term of the Agreement. This Agreement (“Agreement”) is made and entered into between the District and the Association. This agreement shall be in effect from the date of final ratification by both parties for a period of three years the remainder of 2018-19, 2019-20 and 2020-21, until June 30, 2021. The salary schedule, Attachment A, shall be in effect for the 2017-18 fiscal year, effective July 1, 2017.

1.2 Recognition. The Association is the exclusive representative for those probationary or permanent employees hired in the classified positions of Food Service Manager I, Plant Manager I, and Plant Manager II. Probationary and permanent employees in these three classifications will generally be referred to in this Agreement as “employees” or “bargaining unit members.”

1.3 Exclusions. Excluded from the bargaining unit represented by the Association are all other classified positions, substitute, temporary, supervisory, confidential, management as well as all other certificated personnel.

ARTICLE 2 – DISTRICT RIGHTS

2.1 Powers and Authority. 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 right to: determine its organization; direct the work of its employees; determine the times 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, move or modify facilities; establish budget procedures and determine budgetary allocation and expenditure; and determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, demote, terminate, and discipline employees.

2.2 Limitation by Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. The District retains its right to amend, modify or rescind the terms of this Agreement in cases of emergency, limited however to the actual duration of the emergency. The term “emergency” means a sudden, urgent, or unforeseen occurrence or occasion requiring immediate action, such as a natural disaster 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.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Released Time

3.1.1 Negotiations. Commencing with reopener negotiations (following the first round of contract negotiations and during each school year when negotiations are in progress and following prior notice and schedule coordination with the immediate supervising administrator 3 authorized representatives of ASSOCIATION bargaining unit shall each be granted paid released time without loss of compensation for the purpose of meeting and negotiating with the District’s bargaining team. This released time shall be taken in minimum increments of one half day. Additional paid released time may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent’s designee.

Members of the MMA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one half day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

3.1.2 Released Time - Association Business. Upon 3 business days prior notice to the District an Association unit member shall be provided a maximum of 48 hours each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of 4 hours. Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

As part of the prior notice to the District, the unit member will email his/her immediate supervisor of each scheduled meeting or leave request for Association business. The email will state the date and number of hours to be utilized for Association business. The Human Resources office will track the number of hours available for Association business.

In addition, attendance at meetings of the District Budget Committee and the District Insurance Committee shall be granted without loss of available hours for Association business. Committee attendance will not result in additional or overtime compensation.

3.2 Names and Addresses. Prior to October 15 of each school year, the District shall provide the Association with a list of names and work sites of all bargaining unit members.

3.3 Availability of Information. School Board Open Session Agenda and backup materials will be made available on the District website to the Association, at least 72 hours in advance of a regularly scheduled Board meeting, and 24 hours in advance of a special Board meeting.

3.4 Access to Work Sites. A professional staff representative from the Association shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times, breaks, and duty-free lunch periods.

3.5 Representation. A unit member has a right to a professional staff member from the Association or 1 unit representative for his/her representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and the unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

3.6 New Hires and Orientation. The Association will be provided with the names, and work sites of all new unit members within five (5) days of their commencement at work. Such timelines may be extended by mutual agreement. The District will provide an opportunity for participation by a member in the Association in any new employee orientation program presented by the District for unit members.

3.7 Maintenance of Membership. Any employee who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided however, that any employee may terminate such Association dues during the period of June 1 through June 10 of each year of the Agreement by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter. The Association will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. Association agrees to indemnify and hold harmless District, its officers, employees, and agents, with respect to any claims or litigation challenging this section (3.7).

ARTICLE 4 – HOURS

4.1 Workday. The standard workday for full-time employees shall be eight hours, subject to alternative work schedules contained in this Article. The workday shall include an unpaid lunch period of not less than one-half hour or more than one hour. Any change in assigned work hours will be subject to meet and consult with the Association. If no agreement is reached on changing assigned work hours, the District could implement the change following 10 business days prior written notice to the affected employee. It is recognized that the 8 hour workday has a different beginning and ending time during winter, spring and summer recess.

4.2 Workweek.

4.2.1 The workweek shall be 40 hours for full-time employees and regular five-day period except as indicated in Section 4.2.2 of this Article.

4.2.2 During scheduled school breaks (such as fall, winter, spring and summer) the District will continue to modify the work shift starting and ending times. The District may also institute a full-time workweek of alternate work schedule(s) such as a four-day, 10-hour workday (“4/10”).

4.2.3 The District shall notify the Association prior to initiation, termination, or return to alternative work schedule(s) and start and ending work times.

4.3 Work Year. The work year shall be 12 months for the classifications of Plant Manager I and Plant Manger II. Food Service Manager I shall have a 10 month work year.

4.4 Overtime. All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any time in excess of 8 hours in any one day or in excess of 40 hours in any calendar week. No one shall order or authorize overtime unless it is approved in advance by the supervisor or site supervisor.

4.4.1 All hours worked by an employee on a holiday designated in Article 8 shall be compensated at the overtime rate of pay in addition to regular pay received for the holiday.

4.4.2 When a 10 hour per day, 40 hour per week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 10 hours per day or 40 hours per week.

4.4.3 When a 9 hour, 80 hour per 2 week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 9 hours per day or 80 hours in the two-week period.

4.4.4 The regular rate of pay for overtime purposes shall be the employee's hourly rate of pay plus any longevity rate paid on a monthly basis.

4.5 Compensatory Time.

4.5.1 Compensatory time may be granted by the employee's Manager in lieu of cash compensation for overtime work up to maximum 240 hours overtime (160 hours worked). Compensatory time accrues at the rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement.

4.5.2 An employee has the option of requesting compensatory time in lieu of cash compensation for overtime work, to be used within 12 calendar months. The employee's election to take compensatory time or to receive paid overtime shall be submitted in writing and approved by his/her Manager.

4.5.3 Compensatory time shall be taken at a time acceptable by the employee and the District. If the compensatory time has not been taken within 12

calendar months the District shall pay the employee for such time at the appropriate overtime rate.

4.6 Call-Back Time. Whenever an employee is called back to duty by a supervisor or designee, after the conclusion of the normal work shift, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

4.7 Call-In Time. Whenever an employee is called to work by a supervisor or designee on a day which is not a regularly scheduled work day, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

ARTICLE 5 – COMPENSATION AND ALLOWANCES

5.1 Attachment A to this Agreement is the 2017-18 salary schedule, retroactive to July 1, 2017.

5.2 Salary Step Advancement. Salary step advancement shall be granted upon completion of 1 year in the position. After satisfactory completion of 1 year, the employee shall advance from Step 1 to Step 2. “Satisfactory completion” refers to an overall satisfactory evaluation. If the employee does not receive a written evaluation for the 12-month period, the employee shall be deemed to have received a “satisfactory completion” for purposes of Section 5.2. Salary step advancement shall be annually thereafter upon satisfactory completion of service. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

5.3 Longevity. Employees will be eligible for service recognition (longevity) in the Anaheim Union High School District. Eligible service in the District requires probationary or permanent employment. Service does not include substitute, or temporary employment. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

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.

5.4 Uniforms. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed \$230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.

5.5 Safety Equipment. If the District requires the use of any equipment or gear to ensure the safety of an employee or others, the District shall provide such equipment or gear.

5.6 Cell Phones. Plant Manager I and II shall be provided a District cell phone to conduct District business. A \$50.00 per month stipend, in lieu of overtime payments, will be paid to Plant Manager I and II in consideration for required cell phone business calls made and received before and after normal work hours.

ARTICLE 6 – HEALTH AND WELFARE BENEFITS

6.1 Primary Benefits. The District shall contribute towards the cost of medical, dental, life, vision care, disability for classified employees, and accidental death /dismemberment insurance benefits for all eligible and active employees who work at least 4 hours per day in a regular classified position and the employee's eligible dependents. All plans shall be selected by the District. The health and welfare benefit plans have been recommended by the District Insurance Committee for calendar years 2018 and 2019.

6.1.1 Medical Insurance.

- A Preferred Provider Organization (PPO) major medical insurance plan for all employees and their dependents with \$275 deductible per person, maximum of \$1,100 per family.
- An Exclusive Provider Organization (EPO) major medical insurance plan.

6.1.2 Life and Accidental Death/Dismemberment Insurance. A group life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

6.1.3 Dental Insurance.

- A PPO dental insurance coverage plan. (No deductible.)
- An HMO dental insurance coverage plan.

6.1.4 Vision Care Insurance. A PPO vision care insurance coverage plan.

6.1.5 Mental Health and Substance Abuse Plan. Alcohol, drug abuse, and psychological care.

6.1.6 Short Term Income Protection Plan. Up to two years, with a 60 day elimination period, 66.6% of income not to exceed \$5,000 monthly benefit.

6.1.7 Hearing Aids. Hearing aids and annual hearing examination as required by a physician.

6.2 COBRA. All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

6.3 Insurance Committee. The Association may name 1 regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The current maximum District contribution to the blended

super composite rate for calendar year 2018 is \$15,759. There will not be an employee contribution for calendar year 2018.

The District and the Association agree to negotiate Article 6, Health & Welfare Benefits between October 2nd and October 31st in an effort to negotiate any plan changes or other cost containment measures. If no agreement between the District and the Association regarding the current maximum District and employee contributions for the succeeding calendar year is reached prior to November 1 of each year, then the current benefits plans shall carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the succeeding calendar year.

6.4 Retiree Health Benefits.

6.4.1 All employees who were hired/promoted to management prior to April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so and the District will pay medical and dental benefits for retiree only.

6.4.2 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing in advance with the District the monthly amount of the premium(s). To remain eligible for the District paid major medical and dental benefit coverage from ages 60-64, the retiree must deposit the monthly amount of the premium from the date of retirement until age 60.

6.4.3 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and ages 60-65, and who are permanent personnel in the employment of the

District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

6.4.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time, if the retiree is eligible for Medicare, the retiree who wishes to participate in a Medicare supplement plan, including prescription coverage, and dental portions of the fringe benefits compensation package from the District may do so by depositing the monthly amount of the premium(s) established each year.

6.4.5 All retired employees will receive no greater health benefit plans than those offered current, active employees. It is recognized that from time to time the health benefit plans including but not limited to deductibles and co-pays may change and therefore there shall also be health benefit plan changes for retirees. As a result, no retiree health benefit plans shall be greater or more beneficial than those health benefit plans provided active employees.

6.5 Eligibility. All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 6.1 of this Article.

Employees on approved unpaid leave of absence shall be eligible to participate in COBRA.

6.6 IRS Section 125 – Flexible Benefit Plan. The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to authorized eligible medical and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be selected by the District. Participation by employees in the plan shall be voluntary.

ARTICLE 7 – VACATION

7.1 Vacation Accrual. Earned vacation shall not be utilized until completion of the initial 6 months of employment in the District, unless permission is given by the District.

7.1.1 Every employee shall earn vacation at the prescribed rate. Vacation shall also be earned during any paid leave of absence.

7.1.2 Employees shall be entitled to vacation with pay, computed as follows:

12 month employees	23 days per fiscal year
10 month employees	21 days per fiscal year

7.2 Scheduling. Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. 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 during the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within ten working days. Employees are encouraged to schedule vacations during periods when students are not in session.

7.2.1 All vacation days earned by regular full time employees with less than 5 years of service in the District must be taken within 12 months following the period in which earned and may not be accumulated beyond this period. Regular fulltime employees, after 5 years of service may "save" up to 6 days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed 29 working days, subject to the scheduling provisions in Section 7.2.

7.2.2 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.

7.2.3 A vacation once having commenced may be terminated by the employee upon notice to his/her manager for reasons including the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family.

7.3 Vacation Accrual Payment/Deduction Upon Termination of Employment. 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 6 months employment in regular or restricted status shall not be entitled to such

compensation. In case of termination, vacation time owed the District shall be deducted from the employee's final paycheck.

7.4 Vacation Carry-Over. Employees may accumulate vacation credit to a total 29 days from previous years. Vacation to be carried-over in excess of the vacation entitlement requires approval of the Superintendent or designee. When an employee is not permitted to take their 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 Superintendent or designee.

7.5 Vacation Scheduling for Probationary Employees. Probationary employees may take vacation as approved by their supervisor. During the probation period, vacation may only be taken after days have been earned unless approved by supervisor, Employees shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commended.

7.6 Vacation upon Termination of Employment. Employees who resign, retire or are terminated and have taken vacation not yet earned, will have a prorated amount deducted from their final paycheck. 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 their last regular assignment.

ARTICLE 8 – HOLIDAYS

8.1 Paid Holidays. A holiday schedule shall be adopted yearly by the Board of Trustees yearly. This schedule shall provide for 14 holidays, to include the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day Before or After Christmas, New Year's Day, Day Before or After New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington Day, Friday of Spring Break, and Memorial Day.

8.2 Holiday Eligibility. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

8.3 Holiday Pay. Any day defined as a paid holiday by Section 8.1 shall be paid at the regular rate of pay the employee would have received had the employee worked that day.

8.4 Pay for Working on a Holiday. Employees required to work on a holiday shall be paid their regular pay for the holiday, plus one and one-half times their regular rate of pay for all hours worked on the holiday. Compensatory time off may be earned at the same rate.

8.5 Weekend Holidays. When a holiday falls on Saturday, the holiday shall be observed on the preceding work day. When a holiday falls on Sunday, the holiday shall be observed on the succeeding work day.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 General Leave Provisions.

9.1.1 Report of Absence. All employees must submit a report of absence form for any leave. In instances where the District has a need for verification, the employee shall be required to provide appropriate verification, which may include a physician's report, for any leave that he/she is claiming. Any payment made for a leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck.

9.1.2 Notice of Absences. Employees shall notify their manager at least 24 hours in advance, or as soon as possible.

9.1.3 The District retains the right to verify leaves.

9.2 Leaves of Absence With Pay.

9.2.1 Sick Leave.

9.2.1.1 Food Service Manager I employees shall be granted 10 sick leave days per fiscal year. Plant Manager I and II employees shall be granted 14.4 sick leave days per fiscal year.

9.2.1.2 Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided in 9.2.1.1 above.

9.2.1.3 Probationary employees' sick leave days shall be prorated from the date of hire.

9.2.1.4 Permanent employees shall be credited at the beginning of each fiscal year with the number of full-pay sick leave days provided for their assignment year.

9.2.1.5. There shall be no limit to the year to year accumulation of unused full-pay sick leave.

9.2.1.6 The Assistant Superintendent, Personnel Services or designee may require any employee to report for a physical examination when in his/her judgment it is apparent that the employee or the District may be harmed if the condition is allowed to continue. The District shall pay for any such required examination.

9.2.1.7 For absences of more than 3 days or when there is a question as to the extent and duration of the disability, or the employee's ability to return to work, the District may require the employee to submit to an examination by a physician selected by the employee and the District. The selection must take place within 48 hours after the District's request. In the event the physician is not mutually selected within the time limit, 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 of Human Resources or designee Director of Human Resources who shall maintain the confidentiality of such reports. Employees shall sign release for medical records so that District can review the medical records.

9.2.2 Industrial Injury and Illness Leave.

9.2.2.1 Eligibility. The provisions of this section shall apply to employees who have probationary and permanent status in the classified service.

9.2.2.2 Industrial Leave Allowance. An employee absent from duty because of industrial injury or illness resulting from a regular assignment and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed 60 working days. Allowable leave under this section shall not be accumulative from year to year.

9.2.2.3 Normal Wage Amount. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employees.

9.2.2.4 Use of Other Leaves. If an employee is still receiving worker's compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave. If, when an employee goes on regular sick leave he/she is receiving worker's compensation insurance benefits, he/she shall be entitled to use only so much of such other sick leave benefits which, when added to worker's compensation insurance benefits, provide for a normal full day's wage or salary.

9.2.2.5 Leave After Worker's Compensation. If the employee is no longer receiving worker's compensation insurance benefits but is still unable to return to work as determined by the District's designated medical provider or his physician, he/she shall then be placed on regular sick leave.

9.2.2.6 After Exhaustion of All Available Leaves. When all available leaves of absences have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.

9.2.3 Employment During Extended Sick Leave. Employees while on sick or other paid leave may not attain other employment that occurs during the employee's normal work hours or similar employment that occurs at any time during the paid leave. In other words, an employee while on sick or other paid leave shall not work elsewhere in a similar position.

9.2.4 Personal Necessity Leave. Employees may use up to 10 days of sick leave in any fiscal year in cases of personal necessity. Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

9.2.4.1. Such leave may not be used for seeking other employment, rendering paid services, for recreational activities or for withholding services.

9.2.4.2. A unit member shall be allowed to use 2 days of personal necessity leave each school year which will not be charged against his/her accumulated sick leave.

9.2.5 Bereavement Leave. Employees shall be granted 3 days of paid leave, or 5 days if out of state travel is required, on account of the death of a member of his/her 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 or registered domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law of the employee or registered domestic partner, domestic partner, or any relative living in the immediate household of the employee or registered domestic partner. In exceptional circumstances, the Superintendent may grant 2 additional days.

9.2.6 Military Leave. Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall supply the District with orders and status reports.

9.3 Leaves of Absence Without Pay.

9.3.1 Family Care Leave.

9.3.1.1 Employees shall be granted leave to which they are entitled in accordance with the provisions of the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA).

9.3.1.2 The District shall pay the employer's regular health benefits contributions for up to 90 days during the 12 month period. The District may recover the District's contribution if the employee fails to return from leave, except if the employee is in continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

9.3.1.3 An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible Family Care Leave shall be reduced by the amount of other leave used.

9.3.2 Effects of Leave Without Pay.

9.3.2.1 Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave, or vacation privileges, unless the leave of absence is granted for government service.

9.3.2.2 Leaves of absence without pay shall be approved by the Board of Trustees on an annual basis. While on leave employees eligible for benefits shall be provided the opportunity to participate in the medical and dental programs at the employee's expense.

9.3.3 Cancellation of Leave.

9.3.3.1 The District may, upon evidence that the cause for granting it was misrepresented or has ceased to exist, cancel any leave of absence and the employee shall then report for duty no later than the third working day following receipt of notification of such cancellation.

9.3.3.2 The employee may request to cancel a leave of absence and the employee will be notified in writing of the District's decision.

9.3.4 Employment While on Leave. An employee while on unpaid leave of absence previously approved by the Board of Trustees may not accept other employment that occurs during the employee's normal work hours without the prior written approval of the Board of Trustees.

ARTICLE 10 - EVALUATION PROCEDURES

10.1 Evaluation. Each employee shall be evaluated by a designated manager. The following schedule for evaluating employees shall be followed:

10.1.1 Probationary Employees. All employees will serve 12 full months in a probationary status. Probationary employees shall be evaluated by the fourth, eighth, and eleventh months of employment on the form entitled, "Performance Evaluation Report." (Attachment B) Probationary employees may be dismissed without cause, with or without an evaluation at any time during the 12 months of probation.

10.1.2 Permanent Employees. Permanent employees should be evaluated at least once every other year on the form entitled, "Performance Evaluation Report."

10.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal believes that an evaluation would benefit the work performance of the employee.

10.2 Evaluation Forms. The current Performance Evaluation Report is attached to the agreement as Attachment B. Should the Personnel Commission propose to amend the Performance Evaluation Report, then the proposed amendments shall be subject to negotiations between the parties.

10.3 Discussion of Evaluation. The evaluator shall discuss the performance evaluation report with the employee. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.

10.4 Placement in Personnel File. Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review by the employee.

10.5 Employees Response. The employee may, within 10 working days of receipt of the performance evaluation form, attach a response, which will be included in the official personnel file.

10.6 Unsatisfactory Evaluations and Written Improvement Plan. An employee who receives an evaluation with an unsatisfactory rating will be expected to improve his/her performance to such an extent that a reevaluation within 90 calendar days may reflect an overall satisfactory rating. The employee will also receive during the evaluation conference a written improvement plan receive a plan of improvement which shall include specific comments and evidence of the unsatisfactory performance or behavior. The improvement plan shall provide written guidance to assist the employee in correcting any deficiencies and improving performance. The improvement plan shall also include steps the supervisor will take to assist the employee with the improvement plan. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.

10.7 Appeal Process. Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 11- PERSONNEL FILES

11.1 Materials in Personnel Files. Materials in personnel files of employees which may serve as a basis for or affect the status of their employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports., or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or, (3) were obtained in connection with a promotional examination.

11.2 Inspection of Personnel File by Employee. Every employee shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

11.3 Derogatory Information. Information of a derogatory nature, except material mentioned in Section 11.1, shall not be placed in the employee's personnel file until the employee is given 10 working days notice and an opportunity to review and comment thereon. An employee shall have the right to have attached to any such derogatory statement, his/her own comments. The employee's signature on this form does not necessarily indicate agreement with the entry.

11.4 Inspection of Personnel File by Association. The Association shall have the right to review a unit member's personnel file when accompanied by the employee.

ARTICLE 12 – LAYOFF AND REEMPLOYMENT

12.1 Notice. Whenever it is considered necessary by the District's Board of Trustees to reduce the number of employees or hours because of lack of work or lack of funds, the District shall give written notice to affected employees of their layoff at least 60 calendar days prior to the effective date of the layoff and the employees shall be informed of their displacement rights, if any, and reemployment rights. Failure of the employee to retrieve delivered mail or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notice or staying the timeliness for layoff. For purpose of this Rule, when a notice is mailed, the 5th working day following the mailing date is considered the date of receipt.

12.2 Order of Layoff. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The term length of service means hire date as a probationary and/or permanent employee in the class. The employee with the last hire date in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If two or more employees have the same hire date as a probationary employee, the determination of who shall be laid off first, shall be made by lot.

12.3 Displacement (Bumping) Rights. A classified employee who is laid off from a class and has achieved permanency in an equal or lower class shall have the right to displace a less senior employee in the equal or lower class.

12.4 Voluntary Demotion or Transfer. Employees who take voluntary demotions or voluntary reductions in assignment to a vacant position in lieu of layoff shall be, at the employee's option, returned to a position their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

12.5 Reemployment Rights.

12.5.1 Employees who have been laid off shall be placed on reemployment lists by job classification and in order of seniority. A reemployment list shall remain in force for a period of 39 months. Persons on such a list shall be reemployed in preference to new applicants.

12.5.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.

12.6 Reemployment and Acceptance. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee. Offers of reemployment are made by the Human Resources Department.

12.6.1 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 reemployment while their names remain on the recall or reemployment list.

12.6.2 The District shall by certified mail, offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.

12.6.3 While a reemployment list is in effect, no new employees shall be hired in classifications for which employees have reemployment rights, until all employees on the reemployment list have first been offered and declined the position.

12.6.4 An employee on a reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment.

12.6.5 Offers of reemployment are to fill vacant positions and may be at a different work location than the one from which the employee was laid off.

12.7 Retirement in Lieu of Layoff. An employee who is eligible to retire under CalPERS may elect to retire in lieu of layoff. Such employee shall, at least ten work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

12.8 Completeness of Article. The Association and the District agree that the above provisions in this Article shall be the full and complete agreement between the parties concerning layoff including the reduction of hours, reemployment due to layoff, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the effects of such matters.

ARTICLE 13 – CONCERTED ACTIVITIES

13.1 Concerted Activities. The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

13.2 Disciplinary Action. Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Definitions.

14.1.1 A grievance is a claim by one or more specifically named employees alleging that there has been a violation of the specific terms of this Agreement. In no case shall this definition include the terms of any statute, law, regulation, handbook, procedure, policy or other document. Terms that are allegedly violated in the filing of a grievance shall relate only to the precise language of this Agreement and shall not include any other language construed to be part of this contract, either by inference or reference, or discipline of an employee.

14.1.2 A grievant is an employee alleging a grievance.

14.1.3 A manager, for purposes of this Article, refers to the individual who customarily assigns and reviews the activities of the grieving employee.

14.1.4 A representative is an individual designated by the MMA.

14.1.5 Day or days shall mean any weekday on which the administrative offices of the District are open for business to the general public.

14.1.6 Reference to any management representative shall include any designee.

14.2 Conditions.

14.2.1 If the employee files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

14.2.2 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The District's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

14.2.3 The grievant shall have the right to be accompanied by a MMA representative at each Step in the grievance procedure commencing at Step Two.

14.2.4 All materials concerning the employee's grievance shall be kept in a file separate from the employee's personnel file.

14.3 Procedures.

14.3.1 Step One – Informal Resolution.

14.3.1.1 Employees and their immediate supervisor should attempt to resolve a potential grievance as soon as practical.

14.3.1.2 No later than 10 days after an alleged grievance occurs, the employee shall inform the immediate supervisor of the alleged grievance.

14.3.1.3 The immediate supervisor shall make his/her decision known to the grievant in writing within 10 workdays of learning of the potential grievance.

14.3.2 Step Two – Immediate Supervisor. If the grievance cannot be resolved at Step One, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Within 10 days of the immediate supervisor's written decision, the grievant must file a completed copy of the Grievance Form with the immediate supervisor. The immediate supervisor shall provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.3 Step Three – Assistant Superintendent, Personnel Services or Designee. Within 10 days of the written decision in Step Two above, the grievant must file a completed copy of the Grievance Form to the Assistant Superintendent, Personnel Services. The Assistant Superintendent, Personnel Services or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.4 Step Four – Mediation. Within 10 days of the written decision in Step Three above, the grievant must file a completed written request for mediation with the Office of State Mediation & Conciliation with a copy to the Assistant Superintendent, Personnel Services. The Superintendent or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.5 Step Five –Arbitration.

14.3.5.1 Submission to Arbitration. If the Association 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 15 days of the Association's receipt of the Step 3 decision.

14.3.5.2 Selection of Arbitrator. The Association and the District shall agree upon an arbitrator. If no agreement is reached within 10 days, the parties shall request the Public Employment Relations Board submit to the Association and the District the names of 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 1 name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

14.3.5.3 Hearing: Arbitrator's Decision. The arbitrator selected in accordance with paragraph 14.3.5.2 above shall conduct a hearing promptly. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than 30 calendar days from the date of the hearing or 30 calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

14.3.5.4 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.

14.3.5.5 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.

14.3.5.6 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 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 20 day period specified in Step 1 of the grievance procedure.

14.3.5.7 Rules of Procedure. The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Association, the District and the grievant.

ARTICLE 15 - SEVERABILITY AND SAVINGS

15.1 Validity of Provisions. If any provision of this Agreement or any application of this Agreement is determined to be void or invalid, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

15.2 Validity of Articles. In the event that any Article or Section of an Article is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the ASSOCIATION or the District, for purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

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.

ARTICLE 17 – DURATION, CONCLUSION OF MEET AND NEGOTIATE AND COMPLETE AGREEMENT AND CONDITIONS

17.1 Term. This Agreement shall be in effect from the date of final ratification by both parties for a period of three years, the remainder of 2018-19, 2019-20 and 2020-21, until June 30, 2021. The salary schedule, Attachment A, shall be in effect for the 2017-18 fiscal year, effective July 1, 2017.

The following two articles after providing public notice at a meeting of the Board of Trustees will be reopened for negotiations for fiscal years 2018-19, 2019-20, and 2020-21:

- (1) Article 5 – Salary & Allowances
- (2) Article 6 - Health & Welfare Benefits

The full contract may be reopened for negotiations at the option of the Association or the District commencing in the last month of this Agreement, June 2021, following the Association and District "sunshining" of negotiation proposals.

17.2 Reopener Negotiations. The District and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, including salaries and benefits, and conditions of employment, and therefore the District and the Association further agree that negotiations will not be reopened on any item during the term of this Agreement, except by mutual agreement

of the District and the Association, or as expressly provided otherwise in this Agreement, regarding Article 5 – Salary & Allowances and Article 6 - Health & Welfare Benefits.

17.3 Conclusion of Meet and Negotiate. The District and the Association agree that this 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 Association, without mutual agreement, will be required to meet and negotiate on any of the matters that have been negotiated in this agreement, subject to the reopening of Article 5 – Salary & Allowances and Article 6 – Health & Welfare Benefits per Section 17.1.

17.4 and signatures on next page.

17.4 Complete Agreement. This Agreement shall constitute the full and complete agreement between the parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT

FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT MID-
MANAGERS ASSOCIATION

By: Brad Jackson
Brad Jackson
Assistant Superintendent
Human Resources

By: James Patanella
James Patanella
Association President
Food Service Manager I

By: Jennifer Root
Jennifer Root
Assistant Superintendent
Business Services

By: Alfred Bill, Jr.
Alfred Bill, Jr.
Plant Manager I

By: Orlando Griego
Orlando Griego
Director, Food Service

By: Ted Gorkin
Ted Gorkin
Plant Manager I

By: Lance Bidnick
Lance Bidnick
Director, Maintenance and Operations

By: Rigo Perez
Rigo Perez
Plant Manager II

By: Spencer E. Covert
Spencer E. Covert
Chief Spokesperson

By: Melvin Stevens
Melvin Stevens
Plant Manager I

MID-MANAGERS ASSOCIATION SALARY SCHEDULE 2017-18
EFFECTIVE JULY 1, 2017

Range	1	2	3	4	5	6	7	8	9	10
1, Plant Manager I	\$4,319	\$4,477	\$4,650	\$4,827	\$5,007	\$5,192	\$5,298	\$5,394	\$5,503	\$5,607
2, Food Service Manager I	\$4,411	\$4,582	\$4,756	\$4,942	\$5,134	\$5,336	\$5,439	\$5,544	\$5,653	\$5,761
3, Plant Manager II	\$4,523	\$4,694	\$4,869	\$5,053	\$5,248	\$5,449	\$5,550	\$5,656	\$5,764	\$5,874

Longevity	%	Totals
10	2	\$519
15	4	\$1,543
20	7	\$2,840
25	10	\$3,705
30	12	\$3,705

ANAHEIM UNION HIGH SCHOOL DISTRICT CLASSIFIED PERSONNEL DEPARTMENT

PERFORMANCE EVALUATION REPORT
CLICK AND ENTER DATA IN THE APPROPRIATE AREAS

Employee Name:	Employee Status:	Location Name:
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Class Title:	Employee ID #:	Due Date:	Location	If Unscheduled Report, Mark Here <input type="checkbox"/>
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A	B	C	D	SECTION A Factor Check List: Immediate supervisor must mark each factor in the appropriate column.	E
					Probationary Regular: <input type="checkbox"/> 3 months <input type="checkbox"/> 5 months Probationary Administrator: <input type="checkbox"/> 4 months <input type="checkbox"/> 8 months <input type="checkbox"/> 11 months Permanent Classified Employee: <input type="checkbox"/> Bi-Annual Report
				1. Observance of work hours	<input type="checkbox"/> SECTION B: Record job STRENGTHS and superior performance.
				2. Attendance	<input type="checkbox"/> -See Appendix A, Section B
				3. Grooming and dress	
				4. Compliance with rules	
				5. Safety practices	
				6. Public contacts	
				7. Pupil contacts	<input type="checkbox"/> SECTION C: Record PROGRESS ACHIEVED in attaining previously set
				8. Employee contacts	<input type="checkbox"/> goals for improved work performance for personal or job qualifications.
				9. Knowledge of work	<input type="checkbox"/> -See Appendix A, Section C
				10. Work judgments	
				11. Planning and organization	
				12. Job skill level	
				13. Quality of work	<input type="checkbox"/> SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS
				14. Volume of acceptable work	<input type="checkbox"/> to be undertaken during next evaluation period.
				15. Meeting deadlines	<input type="checkbox"/> -See Appendix A, Section D
				16. Accepts responsibility	
				17. Accepts direction	
				18. Accepts change	
				19. Effectiveness under stress	<input type="checkbox"/> SECTION E: Specify work performance deficiencies or job behavior
				20. Operation, care of equipment	<input type="checkbox"/> requiring improvement or correction. Explain checks in column A & B.
				21. Work coordination	<input type="checkbox"/> -See Appendix A, Section E
				22. Initiative	<input type="checkbox"/>
ADDITIONAL FACTORS					
					<input type="checkbox"/> SUMMARY EVALUATION Mark overall performance
					<input type="checkbox"/> Not satisfactory <input type="checkbox"/> Requires improvement
					<input type="checkbox"/> Effective-meets standards <input type="checkbox"/> Exceeds Standards
					<input type="checkbox"/> Comments:
FACTORS FOR SUPERVISORS					
				23. Planning and organizing	<input type="checkbox"/>
				24. Scheduling and coordinating	<input type="checkbox"/> Rater: _____ Title: _____
				25. On the job training	<input type="checkbox"/> Raters Signature: _____ Date: _____
				26. Productivity	<input type="checkbox"/> Reviewer: (If none, so indicate)
				27. Evaluating subordinates	<input type="checkbox"/> Reviewer's Signature: _____
				28. Judgments and decisions	<input type="checkbox"/> Title: _____ Date: _____
				29. Leadership	<input type="checkbox"/> EMPLOYEE: I certify that this report has been discussed with me. I
				30. Operational economy	<input type="checkbox"/> understand my signature does not necessarily indicate agreement.
				31. Supervision	<input type="checkbox"/> A response will be made (by mutual agreement) on (Date): _____
ADDITIONAL FACTORS					
					<input type="checkbox"/> A response was submitted on (Date): _____
					<input type="checkbox"/> No response
					<input type="checkbox"/> Employee Signature: _____
					<input type="checkbox"/> Date: _____

DISTRIBUTION: Personnel (original), Employee (copy), Supervisor, Principal, or Administrator (copy)

Appendix A

Employee Name:	Location:	Date Due:
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SECTION B: Record job STRENGTHS and superior performance.

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SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.

--

SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.

--

SECTION E: Specify work performance deficiencies or job behavior requiring improvement or correction.

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STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and the Anaheim Union High School District("Facility").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

I. EDUCATIONAL PROGRAMS – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Check all that apply:

- X Exhibit A – Athletic Training Program Protocol, consisting of four (4) pages
Exhibit B – Adapted Physical Education Specialist Credential Program Protocol, consisting of two (2) pages
Exhibit C – Fitness Program Protocol, consisting of two (2) pages
Exhibit D – Exercise Science Program Protocol, consisting of two (2) pages
Exhibit E – Graduate Sports Management Program Protocol, consisting of two (2) pages

II. GENERAL PROVISIONS

- A. Term of Agreement - The term of this Agreement shall be operative from date of full execution until November 7, 2023. Either Party may terminate this agreement upon forty-five (45) days written notice.
B. Relationship of Parties – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University.
C. Indemnification - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility’s directors, officers, agents or employees in the performance of this Agreement.

D. Insurance

- 1. Each party shall maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 each occurrence and \$3,000,000 general aggregate.
2. Students shall be covered by a CSU arranged policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
3. Workers’ compensation insurance coverage for students shall be provided by Facility.

E. Confidentiality of Student Records - Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

F. Confidentiality of Medical Records (HIPAA) - Where applicable, all of Facility’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. Solely for the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), Students shall be considered to be members of Facility’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

STUDENT FIELD PLACEMENT AGREEMENT

Kinesiology Exhibit A – Athletic Training Program Protocol (Clinical Education)

The following California State University Long Beach (CSULB) program is approved by the California State University (CSU) Trustees: Bachelor of Science in Athletic Training (Athletic Training Program) (AT Program). This program requires clinical education experience under the supervision of a Preceptor in an athletic training setting.

University and Facility, as identified on the signature page of this Agreement, recognize the mutual benefit of the parties hereto that students of this University program use of the Facility for clinical education in athletic training.

Students shall have the status of learners and shall not be considered employees or agents of Facility or University.

There shall be no monetary obligation on the part of the University or the Facility, one to another.

I. FACILITY SHALL:

- A. Permit each student designated by the University pursuant to Paragraph II A below to receive clinical education at the Facility and shall permit such students and University instructors (Athletic Training Faculty) free access to appropriate facilities for such clinical education.
- B. Provide clinical education in athletic training and allow designated students to use appropriate facilities for learning experience for the training of students enrolled in the Athletic Training Program in the Department of Kinesiology of the University. The clinical education shall cover such period of time as may be specified by the University and mutually agreed upon by both parties concerned.
- C. Provide athletic training facilities in such a manner that there will be no conflict of learning opportunities among students, and permit the designated University instructor (Athletic Training Faculty) and student access to these facilities according to mutually arranged scheduling.
- D. Permit members of the Facility staff, supervisors and other personnel to participate, as their time may permit, in the clinical education of the students and their learning experience in athletic training.
- E. Permit the members of the Facility staff to attend meetings of the Department of Kinesiology (Athletic Training) and of any committee thereof to plan, implement, and coordinate the program of clinical education in the general operation of the athletic training program when such attendance is requested by the University.

- F. Maintain the facilities and equipment used for the clinical education in such a manner that said facilities and equipment shall at all times meet the minimum essentials for an affiliated clinical education site as specified by the athletic training accrediting organization.

- G. Ensure that the Preceptor (the direct supervisor of the clinical education in the athletic training facility) meets the qualifications of the Commission on Accreditation of Athletic Training Education (CAATE) accreditation standards and policies.
 - 1. Preceptor: A certified/licensed professional who teaches and evaluates students in the clinical setting using an actual patient base.
 - 2. A preceptor must be credentialed by the state in a health care profession. Health Care Professional: Athletic Trainer, Chiropractor, Dentist, Registered Dietician, Emergency Medical Technician, Nurse Practitioner, Nutritionist, Occupational Therapist Optometrist, Orthotist, Paramedic, Pharmacist, Physical Therapist, Physician Assistant, Physician (MD/DO), Podiatrist, Prosthetist, Psychologist, Registered Nurse, or Social Worker.
 - 3. The health care professional must hold a current credential to practice the discipline in the state and whose discipline provides direct patient care in a field that has direct relevancy to the practice and discipline of Athletic Training. These individuals may or may not hold formal appointment to the instructional faculty.
 - 4. Must not be currently enrolled in the professional athletic training program at the institution.
 - 5. Athletic Trainers who are identified as “preceptors” must be certified and in good standing with the BOC and, where applicable be credentialed by the state.
 - 6. Attend planned and ongoing education from the Athletic Training Program designed to promote a constructive learning environment.
 - 7. Preceptor has the professional knowledge and skill sets applicable to the following content areas:
 - a. Evidence-Based Practice
 - b. Prevention and Health Promotion
 - c. Clinical Examination and Diagnosis
 - d. Acute Care of Injury and Illness
 - e. Therapeutic Interventions
 - f. Psychosocial Strategies and Referral
 - g. Health Care Administration
 - h. Professional Development and Responsibility
 - i. Learning Styles and Instructional Skills
 - j. Evaluation of Student Performance and Feedback
 - k. Instructional Skills of Supervision, Mentoring, and Administration
 - l. Program/institution specific policies, procedures, and clinical education requirements
 - m. Legal and Ethical Behaviors
 - n. Communication Skills
 - o. Appropriate Interpersonal relationships
 - p. Appropriate Clinical Skills and Knowledge

8. Preceptor's Responsibilities
 - a. Meet with the Program Director and/or Clinical Education Coordinator of the Athletic Training Program and the Chair of the Department of Kinesiology (if appropriate) once per academic year.
 - b. Demonstrate a sincere interest in the professional preparation of the enrolled athletic training students in the Department of Kinesiology.
 - c. Demonstrate a strong academic orientation in athletic training.
 - d. Supervise students during clinical education.
 - e. Provide instruction and assessment of the current knowledge, skills and clinical abilities designated by the Commission on Accreditation of the Athletic Training Education (CAATE).
 - f. Provide instruction and opportunities for the student to develop clinical integration proficiencies, communication skills, and clinical decision-making during actual patient/client care.
 - g. Provide assessment of athletic training students' clinical integration proficiencies, communication skills and clinical decision-making during actual patient/client care.
 - h. Facilitate the clinical integration of skills, knowledge, and evidence regarding the practice of athletic training.
 - i. Must demonstrate understanding of the compliance with the program's policies and procedures.

- H. Agree that the Preceptor will not directly supervise more than eight students at any time during a clinical education period.

- I. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical education. All costs associated with said emergency health care are the sole responsibility of the student(s).

- J. Have the right, after consultation with the University, to refuse to accept for further clinical education any of the University's students who in the Facility's judgment are not participating satisfactorily in said program.

- K. Notify the University's instructors of any change in the Facility's contact personnel.

- L. Notwithstanding anything else in this Agreement, Facility shall immediately expel any student from participation in the affiliation program under this Agreement if Facility determines in its sole discretion that such student poses a risk to the health or safety of any athlete, client or patient. If the Facility is concerned that patient care is compromised, the Facility has the right to terminate the service of the athletic training student.

II. UNIVERSITY SHALL:

- A. Designate enrolled University students for clinical education in athletic training at the Facility, in such numbers as are mutually agreed to by both parties. University shall certify to Facility that said student(s) are in compliance with the athletic training health and technical standards requirement.
- B. Work with Facility to establish a rotation plan for the types of clinical education.
- C. Keep all attendance and academic records of students participating in said program.
- D. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
- E. Students will abide by a high level standard of care; conduct adequate research to meet the needs of student clients; maintain the highest level of confidentiality; remain HIPPA compliant at all times.
- F. Require University's instructors to notify Facility's director in advance of:
 - 1. Placement of students in clinical education assignments.
 - 2. Changes in clinical education assignments.
- G. In consultation and coordination with the Facility's personnel, plan for clinical education to be provided to students under the Agreement.
- H. In consultation and coordination with appropriate Facility's personnel arrange for periodic conferences between appropriate representatives of the University and Facility to evaluate the clinical education provided under this agreement.
- I. Provide for orientation of students and faculty assigned to Facility.



**REVOCABLE TEMPORARY LICENSE AGREEMENT FOR
COMMUNITY BLOOD DRIVE**

Agreement Date: 12-13-18

Event Date:

Property Location:

Designated Area:

Owner: Anaheim Union High School District

Owner Contact/Phone/E-Mail: Brad Jackson/(714) 999-1512/jackson_b@auhsd.us

Red Cross Contact/Phone/E-Mail: Valerie Allaeddini/(714)697-9848/valerie.allaeddini@redcross.org

Approvals:

OWNER:

By: _____
(Authorized Signature)

(Authorized Electronic Signature)

Name: Brad Jackson

Title: Assistant Superintendent, HR

Date: _____

THE AMERICAN NATIONAL RED CROSS:

By: Jay Winkenbach
(Authorized Signature)

(Authorized Electronic Signature)

Name: Jay Winkenbach

Title: Regional Director

Date: 11/08/2018

Red Cross Legal Notice Address:

Office of the General Counsel, 431 18th Street, Washington, DC 20006

Red Cross Billing Address (Region) (if applicable):

Owner Legal Notice Address:

TERMS AND CONDITIONS

License: Owner permits Red Cross to use the Designated Area on a temporary basis on the Event Date for the purpose of conducting blood collection activities (including a publicized “blood drive”) under the direction of The American Red Cross.

Term: Red Cross may use the Designated Area only on the Event Date. By the end of the Owner’s business day on the Event Date, Red Cross will vacate the Designated Area and leave it in the same condition it was at the beginning of the day of the Event Date.

No Fee: Owner agrees not to charge any fee for the license, in recognition of the service to the local community afforded by the Red Cross activities and the foot traffic drawn to the Property by the blood drive.

Conduct: Red Cross agrees to be responsible for keeping the Designated Area in the same condition as at the day of the Event. Red Cross will promptly repair or pay for all damage to the Property caused by any Red Cross employee or volunteer. Red Cross will not disrupt, adversely affect or interfere with tenants of the Property. Red Cross will strictly follow all applicable State, Local and Federal requirements and procedures for blood collection.

Condition of Property: Owner makes no warrant or representation about the Property. Owner is under no obligation to prepare or repair the Designated Area.

Insurance: Red Cross will present a Memorandum of Insurance showing at least the following coverages: Commercial General Liability with an occurrence limit of at least one million dollars (\$1,000,000) and an aggregate limit of at least two million dollars (\$2,000,000); Commercial Automobile Liability with a combined single limit of at least one million dollars (\$1,000,000); Workers Compensation coverage with statutory limits for the jurisdiction which the premises are located and Employers’ Liability with limits of at least one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) disease each employee and one million dollars (\$1,000,000) disease – policy limit.

American Red Cross agrees to defend, hold harmless, and indemnify Owner from any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the American Red Cross during the use of property belonging to Owner.

Owner’s Right to Revoke License: Upon Reasonable prior written Notice, Owner may revoke the license represented by this Agreement at any time in Owner’s sole and absolute discretion. If this license is revoked, Red Cross will vacate the Designated Area in a neat and orderly manner. Owner shall have all rights and remedies available to it under applicable law for breach of this license.

No Assignment: Red Cross shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

Casualty or Condemnation: In the event that damage or casualty occurs to all or part of the Property or the Designated Area, making it unsuitable for use, this license will terminate with no compensation to Red Cross.

Legal Notice: Notice shall be deemed to have been duly given three (3) business days after having been mailed by certificated or registered mail, return receipt requested, to the party’s Legal Notice, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

Governing Law: This Agreement shall be governed by and constructed under the laws of the state in which the Property is located.

Owner’s Rules and Conditions: Owner’s Standard Rules and Use Conditions for the Designated Area are attached. If they conflict with this Agreement, the specific terms of this Agreement will take precedence.

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106**

The Board of Trustees prohibits sexual harassment, as a form of sex discrimination, of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify, or otherwise participate in the complaint process established pursuant to this policy and accompanying regulation. This policy shall apply to all district employees and, when applicable, to applicants, interns, and volunteers.

The district will not tolerate or condone any type of unlawful harassment. It is the policy of the district to provide a workplace and working environment in which harassment based on actual or perceived sex, sexual orientation, marital, family, or parenting status, gender, gender identity, gender expression, or any other legally protected characteristic, is not permitted. It shall be the responsibility of each administrator, manager, and supervisor to ensure the work environment is free of such harassment and that all employees are aware of the district's policies and regulations regarding harassment.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, volunteer, intern, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal. Employees are personally liable for any harassment perpetrated by them. Any district employee who has a sexual relationship with any student is subject to disciplinary action, up to and including, dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of law relating to child abuse.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation;
2. Publicizing and disseminating the district's sexual harassment policy to staff;
3. Ensuring prompt, thorough, and fair investigation of complaints; and
4. Taking timely and appropriate corrective/remedial action(s), which may include interim separation of the complainant and the alleged harasser and subsequent monitoring of developments.

Any district employee who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, student, job applicant, intern, or volunteer shall immediately report the incident to his/her supervisor, the principal, district administrator, or the Assistant Superintendent, Human Resources.

For complaints of this nature made against the superintendent, refer to Board Policy 91204.

An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

A supervisor, principal, or other district administrator who receives a harassment complaint shall report complaints to the Assistant Superintendent, Human Resources, who will immediately log the complaint and shall ensure that the complaint is appropriately investigated.

The Assistant Superintendent, Human Resources is the district's Title IX Officer and Sexual Harassment Officer.

The district prohibits retaliatory behavior against any complaint or any participant in the sexual harassment complaint process. All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation, take subsequent remedial action, conduct ongoing monitoring, or as required by law. (2 CCR 11023) Individuals involved in the investigation of such a complaint, shall not discuss the allegations or investigation-related information outside the investigation process.

The district encourages complainants to file their alleged complaints of sexual harassment with the district. However, complainants are not prohibited from submitting their complaint(s) directly to the Department of Fair Employment and Housing (DFEH). The address and telephone number of the local office of the DFEH is as follows:

Department of Fair Employment and Housing Commission
320 West 4th Street, 10th Floor
Los Angeles, CA, 90013
213-439-6799

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination, including sexual harassment
44932 Grounds for dismissal, certificated employees
45302 Causes for disciplinary action, classified employees
44010 Sex offenses

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

PENAL CODE

11165.1 Sexual abuse

UNITED STATES CODE, Annotated, TITLE 42

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

UNITED STATES CODE, Annotated, TITLE 20

Section 1681 et seq. Title IX of the Education Amendments Act of 1972

Board of Trustees
June 27, 2000
Revised: October 4, 2001
Revised: March 7, 2002
Revised: Pending Board Approval
P

1.0 PURPOSE

- 1.1 To set forth procedures to be followed when an employee, intern, volunteer, or job applicant makes a complaint alleging they have been sexually harassed by a district employee, a student, or any other person in the workplace or educational setting; this regulation does not apply to allegations of sexual harassment of a student.
- 1.2 In order to provide a safe working environment for employees, interns, volunteers, and job applicants; definitions; notification requirements; responsibility; and informal and formal process for the complaints and investigations are set forth below.

2.0 DEFINITION

- 2.1 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 work or educational setting, when: (Education Code 212.5; 2 CCR 11034; 5 CCR 4916)
 - 2.1.1 Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment;
 - 2.1.2 Submission to or rejection of the conduct by the individual is used as the basis for an employment decision affecting the individual;
 - 2.1.3 Regardless of whether it is motivated by sexual desire, the conduct has the purpose or effect of unreasonably interfering with the other individual's work performance; creating an intimidating, hostile, or offensive work environment; or adversely affecting the other individual's evaluation, advancement, assigned duties, or any other condition of employment or career development; or
 - 2.1.4 Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the district.
- 2.2 Types of conduct which are prohibited in the district and which may constitute sexual harassment, whether committed by a supervisor, co-worker, anyone else connected with the district, or non-employee, include, but are not limited to:
 - 2.2.1 Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories;

- unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors;
- 2.2.2 Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects;
 - 2.2.3 Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, kissing or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint is a violation of district policy.

Each principal and supervisor has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes discussing the district's sexual harassment policy with his/her students and employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

3.0 NOTIFICATIONS

3.1 A copy of the district's sexual harassment policy and regulation shall:

- 3.1.1 Be displayed in a prominent location near each school's main office or other area of the school where notices of district rules, regulations, procedures and standards of conduct are posted.
- 3.1.2 Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or whenever a new employee is hired.
- 3.1.3 Appear in any school or district publication that sets forth the school or district's comprehensive rules, regulations, procedures and standards of conduct. (Education Code section 231.5)

3.2 All employees shall receive either copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code section 12950)

- 3.2.1 The illegality of sexual harassment;

- 3.2.2 The definition of sexual harassment under applicable state and federal law;
 - 3.2.3 A description of sexual harassment, with examples;
 - 3.2.4 The district's complaint process available to the employee;
 - 3.2.5 The legal remedies and complaint process available through the DFEH and the Equal Employment Opportunity Commission (EEOC);
 - 3.2.6 Directions on how to contact DFEH and the EEOC; and
 - 3.2.7 The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by DFEH and the EEOC.
- 3.3 The district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

4.0 RESPONSIBILITY

- 4.1 Any employee having knowledge of conduct by another employee, volunteer, student, or individual in the school community which may constitute sexual harassment of employees is required to immediately report such conduct to any of the individual specified in this policy or regulation.
- 4.2 Employees are hereby placed on notice that if an employee engages in acts which the district determines to be acts of sexual harassment, such acts are outside of the scope and course of the employee's employment. Such conduct may result in the employee having to obtain his or her own legal counsel, and sexual harassment or unlawful discrimination may result in a money judgment against the employee personally.
- 4.3 Private, personal, consensual conduct may at some point become welcome. Any employee advised that a fellow employee now believes certain conduct to be unwelcome shall cease such conduct immediately. Any conduct of a sexual nature following such notice may be determined to be sexual harassment. Employees who participate in a consensual relationship, and who at some point wish to discontinue the relationship, should tell the other participant, either verbally or in writing, that the conduct is no longer consensual or welcome and therefore all such conduct must cease.
- 4.4 All employees shall cooperate with any investigation of an alleged act of sexual discrimination/harassment conducted by the district or by an appropriate state or

federal agency. No employee of the district shall take any action to discourage a victim of harassment from reporting such an instance.

- 4.5 Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. By January 1, 2020, and every two years thereafter, the Superintendent or designee shall ensure that nonsupervisory employees receive at least one hour of classroom or other effective interactive training and education regarding sexual harassment. All newly hired nonsupervisory employees shall receive training within six months of their assumption of a position. (Government Code 12950.1)

4.5.1 The learning objectives of the training shall be:

4.5.1.1 To assist employees in changing or modifying workplace behaviors that create or contribute to “sexual harassment,” as that term is defined in California and federal law;

4.5.1.2 To provide trainees with information related to the negative effects of abusive conduct (as defined in Government Code section 12950.1) in the workplace; and

4.5.1.3 To develop, foster, and encourage a set of values in supervisory employees who complete mandated training that will assist them in preventing, effectively responding to incidents of sexual harassment, and implementing mechanisms to promptly address and correct wrongful behavior.

4.5.2 The training shall include, but is not limited to: (2 CCR 11024)

4.5.2.1 A definition of unlawful sexual harassment under the Fair Employment and Housing Act (FEHA) and Title VII of the federal Civil Rights Act of 1964;

4.5.2.2 FEHA and Title VII statutory provisions and case law principles concerning the prohibition against and the prevention of unlawful sexual harassment, discrimination and retaliation in employment;

4.5.2.3 The types of conduct that constitute sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation;

- 4.5.2.4 Remedies available for sexual harassment victims in civil actions; potential employer/individual exposure/liability;
 - 4.5.2.5 Strategies to prevent sexual harassment in the workplace;
 - 4.5.2.6 Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware;
 - 4.5.2.7 Practical examples, such as factual scenarios taken from case law, news and media accounts, hypotheticals based on workplace situations and other sources, which illustrate sexual harassment, discrimination and retaliation using training modalities such as role plays, case studies and group discussions;
 - 4.5.2.8 The limited confidentiality of the complaint process;
 - 4.5.2.9 Resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment;
 - 4.5.2.10 The steps necessary to take appropriate remedial measures to correct harassing behavior, which includes an employer's obligation to conduct an effective workplace investigation of a harassment complaint;
 - 4.5.2.11 What to do if the supervisor is personally accused of harassment;
 - 4.5.2.12 The essential elements of an anti-harassment policy and how to utilize it if a harassment complaint is filed;
 - 4.5.2.13 A review of the definition of "abusive conduct" as used in this context (and as defined by Government Code section 12950.1);
 - 4.5.2.14 Information regarding harassment based on gender identity, gender expression, and sexual orientation, including practical examples of harassment based on gender identity, gender expression, and sexual orientation.
- 4.5.3 The Superintendent or designee shall retain the records of the relevant training provided to supervisory employees for at least two years. Such records shall include the names of the supervisory employees trained, the date of training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded

materials that comprised the training, and the name of the training provider. (2 CCR 11024)

- 4.5.4 Each employee shall receive a copy of the district’s anti-harassment policy and must read and acknowledge receipt of that policy.

5.0 INFORMAL RESOLUTION PROCESS

- 5.1 To accommodate the unique nature of sexual harassment complaints, an informal process is provided for the primary purpose of resolution of a complaint at the earliest possible date.
- 5.2 An employee or job applicant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.
- 5.3 A supervisor or manager who has received information about an incident of sexual harassment, or has observed such an incident, shall report it to the Sexual Harassment Officer or designee whether or not the complainant files a written complaint.
- 5.4 The Sexual Harassment Officer shall promptly initiate an impartial review of an allegation of sexual harassment and provide assistance, as needed, during the informal resolution process.

6.0 FORMAL RESOLUTION PROCESS

- 6.1 Any employee or job applicant (the “complainant”) who believes he/she has been subjected to sexual harassment shall promptly inform his/her supervisor, the principal, district administrator, Assistant Superintendent, Human Resources (who is the district’s Sexual Harassment Officer), or the Assistant Superintendent, Administration.
- 6.2 The written complaint should contain the complainant’s name, the name of the individual who allegedly committed the act, a description of the incident, the date(s) and location(s) where the incident(s) occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint
- 6.3 A supervisor or manager who has received information about an incident of sexual harassment, or has observed such an incident, shall report it to the Sexual Harassment Officer or designee whether or not the complainant files a written complaint.

- 6.4 Sexual Harassment Officer or designee shall:
- 6.4.1 Promptly initiate an impartial review of a complaint of sexual harassment, regardless of whether the written complaint is complete.
 - 6.4.2 Communicate with the complainant to describe the district's complaint procedure, discuss the actions being sought by the complainant in response to the allegation(s), and outline the options available.
 - 6.4.3 Determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur, and ensure that such interim measures do not constitute retaliation.
 - 6.4.4 If the Sexual Harassment Officer or designee determines that a detailed fact-finding investigation is necessary, he/she shall promptly begin the investigation. The Sexual Harassment Officer or designee may retain an outside investigator to conduct the investigation. As part of this investigation, the Sexual Harassment Officer or designee should interview the complainant, the person accused, and other persons who could be expected to have relevant information.
 - 6.4.5 When necessary to carry out his/her investigation or to protect employee or student safety, the investigator may discuss the complaint with the Superintendent or designee, Sexual Harassment Officer or designee, district legal counsel, or the district's risk manager.
 - 6.4.6 The investigator shall conclude the investigation and prepare a written report of his/her findings.
 - 6.4.7 The report shall include the decision of the investigator whether prohibited sexual harassment occurred and the reasons for the decision, and shall summarize the steps taken during the investigation. If a determination has been made that prohibited sexual harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur. Specific disciplinary measures imposed on an employee will not be disclosed in the report.
 - 6.4.8 The report or a summary thereof shall be presented to the complainant, the person accused, and the Sexual Harassment Officer or designee.
- 6.5 To determine the severity of the harassment, the investigator, may take into consideration:

- 6.5.1 Whether the conduct was verbal or physical, or both;
 - 6.5.2 How frequently it occurred;
 - 6.5.3 Whether the conduct was hostile and patently offensive;
 - 6.5.4 Whether the alleged harasser was a co-worker or a supervisor;
 - 6.5.5 Whether others joined in perpetuating the harassment; and,
 - 6.5.6 Whether the harassment was directed at more than one individual.
- 6.6 The Assistant Superintendent, Human Resources, shall take action deemed appropriate based on the findings of the investigation including, but not limited to, discipline, transfer, training, or other remedial measures.

7.0 APPEAL PROCESS

- 7.1 The complainant or the person accused may appeal any findings may appeal to the Board of Trustees within 15 working days after receipt of the written report.
- 7.2 The Superintendent or designee shall provide the Board with all information presented during the investigation.
- 7.3 Upon receiving an appeal, the Board shall consider the appeal as soon as practicable. The Board may uphold the decision in the written report without a hearing. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 30 days of hearing the appeal or deciding not to hear the appeal. Any decision by the Board is final.
- 7.4 The Assistant Superintendent, Human Resources, or designee will inform the complainant or the person accused of the Board's decision.

8.0 OTHER REMEDIES

- 8.1 In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:
 - 8.1.1 To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960);
 - 8.1.2 To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5); and

- 8.1.3 To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5).

Board of Trustees
March 7, 2002
Revised: Pending Board Approval

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

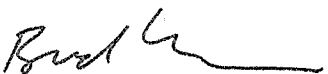
Anaheim Secondary Teachers Association (ASTA)

STEAM and Civic Engagement


The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teacher's Association (ASTA) agree to add the following stipends. The stipends will be incorporated into the Agreement between the Anaheim Union High School District and the Anaheim Secondary Teachers Association for the term beginning in the 2018/2019 school year.

STEAM	\$2,000 (3.58% of Cell II, 01)
Civic Engagement	\$2,000 (3.58% of Cell II, 01)

This agreement is dated: 12-5-18



Brad Jackson
Assistant Superintendent
Human Resources



Grant Schuster
President
Anaheim Secondary Teacher's Association

CONFLICT OF INTEREST CODE

6203.01 (9270)

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the District and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the District when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730), which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Anaheim Union High School District.

Designated employees shall file statements of economic interests with the Anaheim Union High School District's political reform act filing officer, the secretary to the Board of Trustees (superintendent), who will make the statements available for public inspection and reproduction (Government Code Section 82008).

Upon receipt of the statements of the Anaheim Union High School District, the filing officer shall make and retain a copy. The original statements of the board members, superintendent, deputy superintendent, assistant superintendents, executive director of human resources, and counsel will be forwarded to the clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the filing officer.

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably

foreseeable material financial effect,” which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board’s decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government

Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or District consultants shall not be financially interested in any contract made by the Board of Trustees on behalf of the District, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board of Trustees, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or District official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a District employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the District. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the District for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18753-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Board of Trustees

June 23, 1978

Revised: April 19, 1990

Revised: June 18, 1992

Revised: August 1994

Revised: March 1995

Revised: October 1998

Revised: January 2003

Revised: November 2006

Revised: August 2008

Revised: November 2009

Revised: November 2010

Revised: September 2012

Revised: November 2014

Revised: May 2015

Revised: TBD

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Exhibit A
Anaheim Union High School District
LIST OF DESIGNATED POSITIONS
CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS</u>	<u>Disclosure Categories</u>
Governing Board, Superintendent, and Public Information Officer	
Members of the Board of Trustees	OC-01
Superintendent	OC-01
District Counsel	OC-01
Public Information Officer (PIO)	OC-02
Personnel Commission and Staff:	
Members of the Personnel Commission	OC-01
Executive Director, Classified Personnel	OC-01
Educational Services:	
Assistant Superintendent, Educational Services	OC-01
Chief Technology Officer	OC-01
<i>Chief Academic Officer</i>	OC-01
Coordinator <i>Director, Assessment and Evaluation</i>	OC-01
Coordinator <i>Director, English Learner and Multilingual Services</i>	OC-01
Coordinator <i>Foster Youth and McKinney-Vento District Liaison</i>	OC-01
Coordinator <i>Professional Learning</i>	OC-01
Coordinator, Special Youth Services	OC-01
Director, Curriculum and Instruction	OC-01
Director, Guidance and Student Services	OC-01
Director, Special Programs	OC-01
Director, Special Youth Services	OC-01
Director, Student Support Services	OC-01
<i>Program Administrator, Career Readiness and Innovative Programs</i>	OC-01
<i>Program Administrator, International Student Relations and Services</i>	OC-01
Business Services:	
Accounting Manager	OC-01
Assistant Superintendent, Business Services	OC-01
Assistant Director, Nutritional <i>Food Services</i>	OC-37
Buyer	OC-05
Controller	OC-01
Director, Business Operations	OC-01

CONFLICT OF INTEREST CODE**6203.01 (9270)**

Director, Facilities	OC-01
Director, Food Services	OC-37
Director, Maintenance and Operations	OC-02
Director, Purchasing and Central Services	OC-08
Director, Transportation Services	OC-02
Energy Manager	OC-05
Procurement Contract Specialist	OC-02
Purchasing Clerk	OC-05
Risk Manager <i>Management and Insurance</i>	OC-12
Supervisor, Warehouse	OC-02
Senior Warehouseman	OC-02
Warehouseman	OC-02
Human Resources:	
Assistant Superintendent, Human Resources	OC-01
Coordinator, Personnel Services Director, Human Resources	OC-01
Consultants	OC-30

**Exhibit B
Anaheim Union High School District**

Disclosure Category	Disclosure Description
OC-01	All interests in real property in the district, as well as investments, business positions and sources of income (including gifts, loans, and travel payments).
OC-02	All investments, business positions, and sources of income (including gifts, loans, and travel payments).
OC-05	All investments, in business positions with and income (including gifts, loans, and travel payments) from sources that provide services, supplies, materials, machinery, and equipment (including training and consulting services) used by the department or district.
OC-08	All investments, in business positions with and income (including gifts, loans, and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the department.
OC-12	All interests in real property in the district, as well as investments in, business positions with and income (including gifts, loans, and travel payments) from sources that invest funds or engage in the business of insurance including, but not limited to insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers, and actuaries; from financial institutions including, but not limited to, banks, savings and loan associations and credit unions or sources that have filed a claim, or have a claim pending, against Orange County.
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The department head, director, general manager, superintendent, etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the filing officer for public inspection.
OC-37	All investments in, business positions with and income (including gifts, loans, and travel payments) from sources that provide food services or supplies, which include, but are not limited to wholesale food, retail food, or restaurant equipment.

MEMORANDUM

To: Jennifer Root
From: Rich Malone *REM*
Sirikhwan Weaver *S.R.W.*
Date: September 28, 2018
Re: Scope of Work to Prepare and File Annual Debt Transparency Report to CDIAC Pursuant to Government Code Section 8855(k)

Jennifer, we've prepared a scope of work below to help with the preparation and filing of the annual CDIAC report.

More specifically, pursuant to amendments to Government Code section 8855 effective January 1, 2017, state and local governments are required to submit an annual debt report to the California Debt and Investment Advisory Commission (CDIAC) for any issue of debt for which they have filed a report of final sale on or after January 21, 2017. The deadline for filing the debt report for a given fiscal year is the following January 31. Reports must be submitted each year until the later of the date the debt is no longer outstanding or the proceeds have been fully spent.

The required contents of the annual report are:

1. Debt authorized during the reporting period, which shall include the following:
 - a) Debt authorized at the beginning of the reporting period.
 - b) Debt authorized and issued during the reporting period.
 - c) Debt authorized but not issued at the end of the reporting period.
 - d) Debt authority that has lapsed during the reporting period.
2. Debt outstanding during the reporting period, which shall include the following:
 - a) Principal balance at the beginning of the reporting period.
 - b) Principal paid during the reporting period.
 - c) Principal outstanding at the end of the reporting period.
3. The use of proceeds of issued debt during the reporting period, which shall include the following:
 - a) Debt proceeds available at the beginning of the reporting period.
 - b) Proceeds spent during the reporting period and the purposes for which it was spent.
 - c) Debt proceeds remaining at the end of the reporting period.

Below is a scope of work to assist the District with meeting its annual debt reporting obligations as described above. Our understanding is that the District currently has the following debt requiring annual reports:

1. 2017 Certificates of Participation
2. General Obligation Bonds, Election of 2014, Series 2018

Preparation and Filing of Annual Report

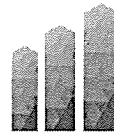
September 28, 2018

Jennifer Root

Re: Scope of Work to Prepare and File Annual Debt Transparency Report to CDIAC

Pursuant to Government Code Section 8855(k)

Page 2



We will perform the following services each year to assist the District with satisfying its CDIAC annual debt reporting requirements:

- Coordinate with the District to determine the debt subject to reporting.
- Collect information from the District and other information sources to meet the annual reporting requirements.
- For debt subject to reporting, work with the District to determine the following (as more fully described above):
 - o Debt authorized information.
 - o Debt outstanding information.
 - o Use of debt proceeds information.
- Prepare the annual report.
- File the annual report with CDIAC.
- Provide a memo for your records confirming the filing of the annual report and identifying the contents of the report.

Our fee for each year's report is based on the number of debt issues subject to reporting. Our current fee is \$1,250 for up to four debt issues, with each additional debt issue \$250, invoiced following the provision of the memo to you confirming the filing of the annual report. The District currently has 2 debt issues subject to the above described reporting; consequently, the fee for the report for fiscal year 2017-18 (which is due January 31, 2019) is \$1,250. This scope will automatically renew each year unless terminated by either party on 30 days written notice.

We understand that the District may wish to prepare and file the report itself in the future. If so, we would be happy to provide training to help the District achieve this goal. However, such training is not included in this scope of work.

Jennifer, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time." It is our goal to provide the best services in the most economical fashion. We look forward to continuing to provide the District with this same high level of service. Please let us know if you have any questions or comments.

Accepted By:

Jennifer Root
Assistant Superintendent, Business Services
Anaheim Union High School District

Date: _____

CONTRACT FOR AUDITING

This agreement made and entered into this 13 of December, 2018, between the Governing Board of the Anaheim Union High School District, of Orange County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the June 30, 2019, 2020, and 2021, respectively. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements, financial statements of the District, as of and for the three-year period beginning July 1, 2018 and ending June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Schedule of Changes in the District's Net OPEB Liability and Related Ratios
4. Schedule of District Proportionate Share of the Net OPEB Liability - MPP
5. Schedule of the District's Proportionate Share of the Net Pension Liability.
6. Schedule of District Contributions for Pension.
7. Other schedules as required by the implementation of GASB Statement No. 75
8. Notes to RSI

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel.*
3. Combining Statements – Non-Major Governmental Funds

Our responsibility for other information included in documents containing Anaheim Union High School District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and compliance will each include a paragraph that states that that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

AUDIT PROCEDURES - GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from: (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to Anaheim Union High School District or to acts by management or employees acting on behalf of Anaheim Union High School District. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with United States generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the Financial Statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES - INTERNAL CONTROL

Our audit will include obtaining an understanding of Anaheim Union High School District and its environment, including internal control, sufficient to assess the risks of material misstatement of the Financial Statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of Anaheim Union High School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Anaheim Union High School District's major programs. The purpose of these procedures will be to express an opinion on Anaheim Union High School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

OTHER SERVICES

We will also assist in preparing the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes of Anaheim Union High School District in conformity with United States GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards, and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for: (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with United States GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within Anaheim Union High School District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Anaheim Union High School District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting Anaheim Union High School District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that Anaheim Union High School District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review a week prior to the report date.

You are responsible for identifying all federal awards received, and for understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to [include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with United States GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and that you have reviewed and approved the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated Federal Clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Royce E. Townsend is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$56,000 for June 30, 2019, \$57,000 for June 30, 2020, and \$58,000 for June 30, 2021, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to *Education Code* 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with *Education Code* Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$	200
Manager		150
Supervisor		135
Senior in Charge		110
Staff Accountant		90
Paraprofessional		75

In addition to such payment for personal services, Auditors shall be reimbursed for such travel as may be necessary. Mileage is computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, including the required compliance audit provisions of Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Seventeen (17) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2017, accompanies this letter.

We appreciate the opportunity to be of service to Anaheim Union High School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

GOVERNING BOARD OF
ANAHEIM UNION HIGH SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By _____
District
Jennifer Root, Ed.D.
Assistant Superintendent, Business

By  _____
Partner

Federal Identification Number: 95-6000120



9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112
303-792-3020 (O) | 303-792-5153 (F)
WWW.WCRCPA.COM

Report on the Firm's System of Quality Control

June 13, 2018

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

BOT - 14

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the single audit act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.



Watson Coon Ryan, LLC

CONTRACT FOR AUDITING – G.O. BOND

We are pleased to confirm our understanding of the services we are to provide Anaheim Union High School District. We will perform the required annual financial audit of the proceeds from the sale of the bonds and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the years ending June 30, 2019, June 30, 2020, and June 30, 2021, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building (Measure H) Fund of Anaheim Union High School District as of June 30, 2019, June 30, 2020, and June 30, 2021. The financial statements will present only the Building (Measure H) Fund and will not purport to, and will not be intended to present fairly the financial position and results of operations of the Anaheim Union High School District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building (Measure H) Fund financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Anaheim Union High School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report because of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Anaheim Union High School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

If during our audit we become aware that Anaheim Union High School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the Building (Measure H) Fund financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Anaheim Union High School District, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Anaheim Union High School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Performance Audit

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Measure H Bond proceeds to ensure compliance with Section 1 of Article 13A of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Our procedures for the Performance Audit will be as follows:

- A. Obtain an understanding of the internal control over the procurement system for the Bond Fund, including a review of the controls exercised over approval of Change Orders. We will determine whether the District is using its architects and professional estimators, as available, to determine estimated costs and bids for projects. We will document the District's procedures on re-bidding during the year and evaluate, based upon our sample, whether re-bidding occurred as required.
- B. Determine that the procurement procedures were in accordance with procurement laws and regulations. We will determine if the District's bid plans include the use of "bid alternatives and deducts." We will determine that the District procurement procedures include a "constructability review procedure" prior to going out for bid.
- C. Review compliance with the expenditure provisions/restrictions in the Measure H Bond Initiative, including testing that administrative costs have not been charged to the Fund and making a statement that no administrative costs were charged based upon our testing. We will review the District's procurement of interim housing including documenting arrival dates of interim housing and date of construction of related projects. We will document that the District's facilities department is communicating budget summaries by project, including funding sources, budgeted hard and soft costs, and monthly budget to actual expenditures.
- D. Reconcile the general ledger of the Bond Fund, as of the period ended, with the financial reports of budgets and expenditures prepared for the Citizens' Oversight Committee for the same period.

- E. Test appropriateness of the allocations of Bond expenditures to the Bond Fund expenditure classifications (programs and objects of expenditure).
- F. Review the controls exercised over approval of change orders, including testing purchase orders which had change orders written, to determine if change orders are approved in accordance with the District's policies and procedures and the Public Contract Code. We will also document the change order review/approval process, including participants in the approval process, and state whether the District complied with its policy based upon our testing.
- G. We will evaluate whether the District obtained State funding during the year, where applicable.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to third parties for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, the California State Controller, or during any pending board investigation, disciplinary action, or legal action involving the licensee or the licensee's firm.

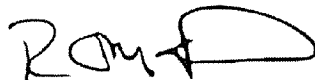
Royce E. Townsend is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the Financial Audit and Performance Audit services will be \$10,000 for the period ending June 30, 2019, \$10,000 for the period ending June 30, 2020, and \$10,000 for the period ending June 30, 2021.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Anaheim Union High School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,



Royce E. Townsend
of Vavrinek, Trine, Day & Co., LLP

RET/ji

RESPONSE:

This letter correctly sets forth the understanding of Anaheim Union High School District.

By: Jennifer Root, Ed.D.

Title: Assistant Superintendent, Business

Date:



9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112
303-792-3020 (O) | 303-792-5153 (F)
WWW.WCRCPA.COM

Report on the Firm's System of Quality Control

June 13, 2018

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the single audit act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC



Vavrinek, Trine, Day & Co., LLP
 Certified Public Accountants & Consultants

VALUE THE DIFFERENCE

November 3, 2018

Ms. Jennifer Root
 Assistant Superintendent, Business
 Anaheim Union High School District
 501 N. Crescent Way
 Anaheim, CA 92801

Dear Assistant Superintendent Root:

Thank you for the opportunity to work with your District to train staff. We appreciate your request for our firm to develop an ASB workshop and present it to the relevant stakeholders.

The standards to which VTD will conform are intended to better serve the public interest and to maintain a high degree of integrity, objectivity and independence for both audit work and for non-audit work with government audit clients.

The standard for non-audit services for government audit clients is based on two overarching principles:

- Auditors (VTD) should not perform management functions or make management decisions; and
- Auditors (VTD) should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant / material to the subject matter of the audit.

In lieu of these principles, our available resources and considering your needs, our firm suggests the following way that we can assist you during the next year. We will provide you with professional accounting assistance within the engagement scope and on the terms stated below.

OBJECTIVE OF ENGAGEMENT

The desires training / workshops on the topic of Associated Student Body accounting.

SCOPE OF SERVICES

The work will be non-audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or review of transactions and should not be relied upon as such.

The District is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction or the Director, Fiscal Services, to insure that the work meets the District's objectives. Either the CBO or the Director will be responsible for review and approval of any work product directly prepared by VTD, including any adjustments to the accounting records that may be proposed by VTD, or reports drafted by VTD during the engagement.

10681 Foothill Blvd. Suite 300 Rancho Cucamonga, CA 91730 Tel: 909.466.4410 Fax: 909.466.4431 www.vtdcpa.com
 FRESNO • LAGUNA HILLS • PLEASANTON • RANCHO CUCAMONGA • PALO ALTO • PHOENIX
 RIVERSIDE • SACRAMENTO • SAN DIEGO

Governmental Auditing Standards require that the District be responsible for the substantive outcomes of VTD work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the Anaheim Union High School District

- Designates a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.
- Establishes and monitors the performance of the non-audit services to ensure that it meets managements objectives.
- Makes any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions.
- Evaluates the adequacy of the services performed and any findings that result.
- Informs the board of this engagement.

DELIVERABLES

Specific services to be provided follow. Any additional services requested, other than routine advice and training will require an amendment of this agreement.

VTD will work with staff to develop in-house staff training as well as present workshops to benefit District employees, specifically on the topic of Associated Student Body accounting.

During the course of our engagement, you may request that we provide services outside the defined scope of this agreement. For us to consider such services, we require you provide a request in writing to us via the engagement partner. Should we agree to provide the additional services outlined in your written request, we will discuss with you the terms of those services and document those terms in an appropriate form, which may include an amended or separate engagement letter.

STAFFING

The Partner in charge of the engagement will be Caroline Larson. Every effort will be made to delegate work to our accounting staff to minimize the expense to the District and/or meet District deadlines.

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the agency.

FEES

Fees will be based on the hours worked. Invoices will be submitted monthly and are due upon receipt.

VTD Staff	Hourly Rate January 1, 2019 through December 31, 2019
Partner / Principal	\$225
Consultant / Manager	\$200
Supervisor	\$175
Senior Accountant	\$150
SBS Staff Accountant	\$125
Paraprofessional	\$100

In addition to such payment for personal services, VTD shall be reimbursed for such travel as may be necessary, including expenses for hotels, meals and mileage computed at the Internal Revenue Service (IRS) approved rate per mile.

TERMINATION OF ENGAGEMENT

The engagement may be terminated by either party without cause.

INDEPENDENT CONTRACTOR

We are an independent contractor as defined by Federal and State taxing authorities.

INSURANCE

We maintain current worker compensation and liability insurance policies.

If this letter correctly sets forth your understanding of the terms and objectives of the engagement, please so indicate by signing in the space provided below.

Sincerely,



Caroline A. Larson

VAVRINEK, TRINE, DAY & CO., LLP.

Date: November 3, 2018

_ Superintendent or Designee

Jennifer Root, Asst. Supt., Business
**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

Date:

Insurance Documents



EFFECTIVE: 01/01/2019



Dear Valued Customer:

Thank you for giving American Fidelity Assurance Company the opportunity to help serve your insurance needs. We appreciate having you as a customer, and congratulate you on your wise decision to protect yourself and your family with this coverage.

This is your new Group Disability Income Benefit certificate. Please review the documents carefully. Feel free to call us if you have any questions or are in need of assistance.

Contact a Customer Service Representative at 800-662-1113 or locally at 800-662-1113. Claim questions can be directed to 1-800-662-1113, or you can visit us on the web at www.americanfidelity.com for any of your insurance needs.

Notice for insureds living in a community property state (Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin):

If you have designated a beneficiary other than your spouse, we may be required to pay a portion of the proceeds to your spouse at the time of your death, unless your spouse has signed a spousal waiver form. To obtain a spousal waiver form, please visit our website or call a Customer Service Representative.

Sincerely,

A handwritten signature in cursive script that reads "Jeanette Rice". The signature is written in black ink and is positioned above the printed name of the signatory.

President and Chief Operating Officer

We are here to serve you . . .

As our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion. If you have any questions regarding a claim, please call Benefits at 800-662-1113. If you have any other questions regarding your coverage, you may reach our Customer Service department by contacting us at:

**American Fidelity Assurance Company
9000 Cameron Parkway
Oklahoma City, Oklahoma 73114
Toll Free: 800-662-1113**

If your policy or certificate was delivered by an agent or broker, you may contact your agent or broker for assistance.

If you are not satisfied . . .

Should you feel you are not being treated fairly, we want you to know you may contact the California Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance. The California Department of Insurance should be contacted only after you have contacted American Fidelity Assurance Company or its representative for a satisfactory solution.

To contact the Department, write or call:

**Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, California 90013**

Consumer Hotline: 1-800-927-HELP

(THIS FORM IS NOT A PART OF YOUR CONTRACT.)



9000 CAMERON PARKWAY, OKLAHOMA CITY, OKLAHOMA 73114

CERTIFICATE OF INSURANCE

American Fidelity Assurance Company (We, Us, Our) hereby certifies that it has issued and delivered to the Policyholder a group Policy, described on the Schedule of Benefits page. The group Policy covers certain eligible persons, as described in the Policy.

This Certificate describes the benefits and provisions of the group Policy and becomes Your Certificate of insurance only if:

- (1) You are eligible for the insurance (see ELIGIBILITY on Schedule of Benefits);
- (2) You are on Active Employment on the date it is to take effect; and
- (3) You become insured and remain insured in accordance with all of the provisions of the Policy.

Further, the insurance is to be effective only if the required premium payments are made by You or on Your behalf to Us. (See Section 2, Eligibility and Effective Date.)

No agent may change the Policy or waive any of its provisions.

This Certificate takes the place of any other Certificate previously issued to You under the group Policy. It should be kept in a safe place.

IN WITNESS WHEREOF, We cause this Certificate to take effect on the Effective Date.

President and Chief Operating Officer

Secretary

NON PARTICIPATING GROUP DISABILITY INCOME INSURANCE CERTIFICATE

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

FP

TABLE OF CONTENTS

Schedule of Benefits

Section 1	Definitions
Section 2	Eligibility and Effective Date
Section 3	Disability Benefits
Section 4	Limitations and Exclusions
Section 5	Termination of Insurance
Section 6	Premium Calculation and Payment
Section 7	General Provisions

TC

**SCHEDULE OF BENEFITS
PLAN: 2**

POLICYHOLDER: BANK OF OKLAHOMA, N.A., TRUSTEE FOR THE NATIONAL SCHOOL EMPLOYEES INSURANCE TRUST

POLICY NUMBER: G120-299

CERTIFICATE EFFECTIVE DATE: Please refer to your individual application or enrollment form, if any.

ELIGIBILITY: All permanent employees currently specified by the employer, association, or collective bargaining agreement.

DISABILITY BENEFIT: 66 2/3% of Your Monthly Compensation not to exceed:

- (1) a maximum covered Monthly Compensation of \$7,500.00; and
- (2) the amount for which premium is being paid.

If applicable, Your Disability Benefit will be reduced by Deductible Sources of Income as outlined in Section 3.

MINIMUM DISABILITY BENEFIT: 10% of Your Monthly Disability Benefit or \$100.00, whichever is greater.

MAXIMUM DISABILITY PERIOD:

Injury: 2 years

Sickness: 2 years

ELIMINATION PERIOD:

Injury: 60 days or after the end of accumulated sick leave, whichever is greater.

Sickness: 60 days or after the end of accumulated sick leave, whichever is greater.

ACCIDENTAL DEATH BENEFIT: \$10,000.00

PHYSICIAN EXPENSE BENEFIT:

Injury: \$75.00 per Injury

Sickness: \$25.00

SB

SECTION 1 DEFINITIONS

ACTIVE EMPLOYMENT means that You are:

- (a) doing in the usual manner all of the regular duties of Your employment on a full-time basis on a scheduled work day; and
- (b) these duties are being done at one of the places of business where You normally do such duties or at some location to which Your employment sends You.

You will be said to be on Active Employment on a day which is not a scheduled work day only if You are not Disabled and would be able to perform in the usual manner all of the regular duties of Your employment if it were a scheduled work day.

CERTIFICATE means the individual Certificate issued to You. It describes Your coverage under the Policy.

DISABILITY (or Disabled) means You are unable to perform the material and substantial duties of Your Regular Occupation.

DISABILITY PAYMENT means Your Disability Benefit minus any Deductible Sources of Income as outlined in Section 3.

EFFECTIVE DATE means the date described in the Policy. The date shown in Your individual Certificate or Policy will be Your Effective Date of coverage. The Effective Date will start at 12:01 a.m. at the main place of business of the Policyholder.

ELIMINATION PERIOD means that period of time, which starts after Your Effective Date of coverage, during which:

- (a) You are Disabled; and
- (b) no Disability Benefits are payable.

EMPLOYER means the individual, company, corporation, or governmental entity where You are on Active Employment and includes any division, subsidiary, or affiliated company named in the Policy.

GAINFUL OCCUPATION means an occupation that is or can be expected to provide You with an income of at least the lesser of the following:

- (a) Your Disability Benefit; or
- (b) 60% of Your Monthly Compensation.

HOSPITAL means a place that is licensed and operated pursuant to law which:

- (a) provides care and treatment for ill and injured persons on an inpatient basis;
- (b) provides facilities for medical, diagnostic and surgical care;
- (c) provides 24-hour-a-day nursing care by or under the supervision of a registered nurse; and
- (d) is supervised by a staff of one or more Physicians; or
- (e) is accredited by the Joint Commission on the Accreditation of Hospitals.

The term Hospital shall not include an institution used by You as:

- (a) a place for rehabilitation;
- (b) a place for rest or for the aged;
- (c) a nursing or convalescent home;
- (d) a long term nursing unit or geriatrics ward; or
- (e) an extended care facility for the care of convalescent, rehabilitative or ambulatory patients.

INJURY means physical harm or damage to the body sustained by You which:

- (a) results directly from an accidental bodily injury;
- (b) is independent of disease or bodily infirmity; and
- (c) takes place while Your coverage is in force.

INSURED means a person whose coverage has been applied for and is in force under the terms of the Policy.

MONTHLY COMPENSATION means:

- (a) for contracted employees, one-twelfth (1/12) of Your contract salary through Your Employer; or
- (b) for non-contracted employees, one-twelfth (1/12) of Your annual salary through Your Employer,

in effect on the date Disability began.

It excludes any additional compensation including but not limited to, overtime pay, weekend or summer work compensation, bus or other allowances, bonuses or district-funded fringe benefits.

If You become Disabled while on an approved leave of absence, We will use Your gross Monthly Compensation from Your Employer in effect just prior to the date Your absence began.

PHYSICIAN means a medical practitioner of the healing art(s) which is recognized by applicable state law, who:

- (a) is practicing within the scope of his or her license;
- (b) is certified or credentialed by the appropriate medical or professional board that provides certification or credentials for practitioners who perform the type of treatment or service appropriate for Your Sickness or Injury; and
- (c) possesses the necessary training and qualifications according to generally accepted medical standards, to evaluate and treat Your condition.

The term Physician does not include You, an employee of the Employer, anyone related to You by blood or marriage, or anyone living in Your household.

POLICY means the Policy issued to the Policyholder that covers You.

POLICYHOLDER means the association, Employer, labor union, or trustee who holds the Policy.

REGULAR AND APPROPRIATE CARE means:

- (a) You personally visit a Physician as frequently as medically required, according to standard medical practice, to effectively manage and treat Your disabling condition(s); and
- (b) You are receiving appropriate treatment and care for Your disabling condition(s), which conforms with standard medical practice, by a Physician whose specialty or experience is the most appropriate for such disabling condition(s), according to standard medical practice.

REGULAR OCCUPATION means the occupation You are routinely performing when Your Disability begins. We will look at Your occupation as it is normally performed in the national economy, rather than how the work tasks are performed for a specific Employer or at a specific location.

SCHEDULE OF BENEFITS (or Schedule) means the benefit schedule set forth in the Policy or Certificate.

SICKNESS means a disease or illness (including pregnancy). Disability must begin while this coverage is in force.

DEF

**SECTION 2
ELIGIBILITY AND EFFECTIVE DATE**

ELIGIBILITY

All persons who:

- (a) are on Active Employment as employees of the Employer; or members or employees of a member of the Policyholder;
- (b) qualify as eligible Insureds as defined by the Employer or Policyholder; and
- (c) meet the definition of Eligibility as stated in the Schedule,

will be enrolled automatically by the Employer.

EFFECTIVE DATE: WHEN COVERAGE BEGINS

Your coverage will begin on the date You become eligible if Your Employer has paid all applicable premiums.

Any change in coverage will apply only to a Disability that begins after the Effective Date of such change, subject to all the provisions of the Policy.

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**SECTION 3
DISABILITY BENEFITS**

Disability Payments will be provided if You furnish Proof of Loss that You are Disabled and under the Regular and Appropriate Care of a Physician. Disability must:

- (a) be due to a covered Injury or Sickness; and
- (b) begin while Your coverage is in force.

Disability Payments will be provided for each period You remain Disabled due to a covered Disability and under the Regular and Appropriate Care of a Physician which continues beyond the Elimination Period.

No Disability Payment will be provided for any period in which You are not under the Regular and Appropriate Care of a Physician.

Disability Payments will be provided for only one Disability when:

- (a) more than one Disability exists at the same time; or
- (b) a Disability results from two or more causes.

If any Disability Payment is to be paid for less than a full month, the amount of benefit will be reduced pro rata on the basis that one day's benefit equals one-thirtieth (1/30) the Disability Benefit.

Disability will be considered to have begun on the date You were seen and treated by a Physician following continuous cessation of work.

SUCCESSIVE DISABILITIES are those Disabilities which result from the same or related causes for which benefits are payable under the Policy and will be considered one period of Disability unless the Disabilities are separated by Your return to:

- (a) Active Employment; or
- (b) any other Gainful Occupation,

for at least 3 consecutive months. A Disability due to a different or unrelated cause will be considered a new period of Disability.

Any Disability which begins after termination of coverage:

- (a) will not be considered a Successive Disability; and
- (b) will not be covered under the Policy.

BEN

IF YOU ARE DISABLED DUE TO A COVERED DISABILITY AND NOT WORKING

Your Disability Payment will be the Disability Benefit described in the Schedule less any Deductible Sources of Income You receive or are entitled to receive.

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DEDUCTIBLE SOURCES OF INCOME

Deductible Sources of Income will include all of the following:

- (a) Other group disability income.
- (b) Governmental or other retirement system, whether due to disability, normal retirement or voluntary election of retirement benefits.
- (c) United States Social Security Act or similar plan or act, including any amounts due Your dependent(s) on account of Your Disability.
- (d) State Disability.
- (e) Unemployment compensation.

- (f) Substitute differential pay.
- (g) Sick leave or other salary or wage continuance plans provided by the Employer.

In the case of other group disability insurance which provides for a reduction of benefits payable under this group disability income policy, Our liability under this group disability income policy shall equal its pro rata share of the Disability Payment. The pro rata share shall be determined by dividing the Disability Payment by the total of the monthly benefit payable under all group disability income policies under which You are entitled to receive benefits and multiplying that result by the Disability Payment.

If We determine that You may qualify for benefits under items (b) or (c) listed above, We may estimate the amount of benefits You may be entitled to receive.

Your Disability Payment will not be reduced by the estimated amount if You:

- (a) apply for benefits under items (b) or (c) listed above and submit proof of application to Us; and
- (b) appeal any denial received to all administrative levels We feel are necessary; and,
- (c) sign the reimbursement agreement form, which states You promise to repay any overpayment caused by receipt of benefits from a Deductible Source of Income for a period previously paid by Us at the time the benefits are received.

If Your Disability Payment has been reduced by an estimated amount, We will adjust the Disability Payment when proof is received:

- (a) of the amount awarded; or
- (b) that benefits have been denied and all appeals We feel necessary have been completed.

REIMBURSEMENT OF OVERPAYMENT: If You receive a lump sum payment from a Deductible Source of Income for a period previously paid by Us, any resulting overpayment made by Us will be due to Us on a lump sum basis.

LUMP SUM RETIREMENT WITHDRAWALS: If You have the option of taking retirement benefits on a monthly basis but choose to receive retirement benefits on a lump sum basis or withdraw Your retirement contributions, We will assume You are receiving retirement benefits based upon the standard monthly retirement plan benefit available prior to lump sum withdrawal.

INCREASES OF INCOME DUE TO COST OF LIVING ADJUSTMENTS: The Disability Payment will not be reduced due to a cost of living increase if the increase takes effect after the onset of Disability and while benefits are payable under the Policy.

MINIMUM DISABILITY BENEFIT: The Disability Payment payable will be no less than the Minimum Disability Benefit amount indicated in the Schedule.

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IF YOU ARE DISABLED DUE TO A COVERED DISABILITY AND WORKING

We will provide a Disability Payment if You are Disabled and Your monthly Disability Earnings, if any, are less than 20% of Your Monthly Compensation due to the same Sickness or Injury.

If You are Disabled and Your Disability Earnings are greater than 20% of Your Monthly Compensation due to the same Sickness or Injury, We will figure Your payment as follows:

During the first 12 months of payments, while Disabled and working, Your Disability Payment will not be reduced as long as the Disability Earnings plus the gross Disability Benefit does not exceed 100% of Your Monthly Compensation.

If the Disability Earnings plus the gross Disability Benefit exceeds 100% of Your Monthly Compensation, the Disability Payment will be reduced by the amount exceeding 100% of Your Monthly Compensation.

After 12 months of payments, while Disabled and working, You will receive payments based on the percentage of Monthly Compensation You are losing due to Your Disability computed as follows:

- (a) subtract Your Disability Earnings from Your Monthly Compensation;
- (b) divide the answer in item (a) by Your Monthly Compensation. This is Your percentage of lost earnings; and
- (c) multiply Your Disability Payment by the answer in item (b).

We will stop payments and Your claim will end, if at any time You are no longer Disabled or if Your Disability Earnings exceed 80% of Your Monthly Compensation.

DISABILITY EARNINGS means the gross monthly earnings You receive while Disabled and working.

The Elimination Period cannot be satisfied with days You are Disabled and working.

BENW1

TERMINATION OF BENEFITS

Disability Payments will end on the earliest of these dates:

- (a) the date You are no longer Disabled;
- (b) the date Your Disability Earnings are more than 80% of Your Monthly Compensation; Disability Earnings means the gross monthly earnings You receive while Disabled and Working;
- (c) the date You die;
- (d) the last day Disability Payments are made according to the Schedule;
- (e) the date You fail to provide Us with written proof of Your Disability, satisfactory to Us;
- (f) the date You cease to be under the Regular and Appropriate Care of a Physician, refuse to undergo an examination by a Physician, or refuse vocational testing when We require such examination or testing;
- (g) the date You refuse to receive medical treatment that is generally acknowledged by Physicians to cure or improve Your condition so as to reduce its disabling effect;
- (h) the date You refuse to try or attempt to work with the assistance of:
 - (1) modifications made to Your work environment, functional job elements or work schedule; or
 - (2) adaptive equipment or devices,

that a Physician has indicated will allow a return to Your own occupation and which accommodations are approved by Your Employer.

TERMBEN

PHYSICIAN EXPENSE BENEFIT

If You receive personal treatment by a Physician due to an Injury or Sickness, the Physician Expense Benefit shown in the Schedule will be paid if a claim for no other benefit is made under the Policy.

This benefit will be paid for Sickness only if the treatment is received during one full day of Disability during which You missed one full day of work.

To be eligible for more than one payment for the same or related condition, You must have returned to Active Employment for at least 14 consecutive scheduled workdays.

PHY

ACCIDENTAL DEATH BENEFIT

The Accidental Death Benefit stated in the Schedule will be paid if:

- (a) You die as the direct result of an Injury; and
- (b) death occurs within 90 days after the date of the Injury.

If You die and the Accidental Death Benefit applies, such benefit will be increased 1% for each full month that Your Certificate was continuously in force just prior to death. The total increase shall not be more than 60%.

AD

SURVIVOR BENEFIT

When We receive proof that You have died, We will pay Your Eligible Survivor a lump sum benefit equal to 3 times Your Disability Payment, for which You were eligible for during the calendar month preceding death, if on the date of Your death:

- (a) Your Disability continued for 180 or more consecutive days; and
- (b) You were receiving or were entitled to receive Disability Payments under the Policy.

If You have no Eligible Survivor(s), no payment will be made.

ELIGIBLE SURVIVOR means Your spouse, if living, otherwise Your dependent children. Dependent children must be under age 25 and unmarried the day You die. The term dependent children includes a stepchild, adopted child, and foster child. A stepchild or foster child must be dependent on You for support and maintenance.

ACCELERATED SURVIVOR BENEFIT

You may elect to receive the Survivor Benefit prior to Your death if:

- (a) You have a Terminal Illness; and
- (b) You are receiving Disability Payments.

TERMINAL ILLNESS means a medical condition that with reasonable medical certainty is expected to result in Your death within 12 months or less.

We will pay You the Accelerated Survivor Benefit if You:

- (a) elect this option in writing; and
- (b) provide written proof from a licensed Physician that You have a Terminal Illness.

You will not be eligible for the Accelerated Survivor Benefit if:

- (a) You are required by law to elect this option in order to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (b) You are required by a government agency to elect an early payment in order to apply for, obtain, or keep a government benefit or entitlement.

You may elect the Accelerated Survivor Benefit only once during Your lifetime. If You elect to receive the Accelerated Survivor Benefit prior to Your death, no Survivor Benefit will be paid upon Your death.

SURV-ACC

WAIVER OF PREMIUM

If You become Disabled due to a covered Injury or Sickness and are eligible to receive a Disability Payment, Your insurance will be continued without payment of premium. Waiver of Premium will begin the first of the month following:

- (a) Your satisfaction of the Elimination Period; or
- (b) 180 days of continuous Disability,

whichever is later, provided premium has been paid from the beginning of Disability to the date Waiver of Premium begins.

Waiver of Premium will continue until:

- (a) the end of Your Disability;
- (b) the end of the Maximum Benefit Period;
- (c) the date You are no longer eligible to receive a Disability Payment;
- (d) the date the Policy terminates; or
- (e) the date Your employment with the Policyholder or subscribing Employer unit ends,

whichever first occurs. We will require proof on an annual basis that You remain Disabled during said period.

WP2

**SECTION 4
LIMITATIONS AND EXCLUSIONS**

PRE-EXISTING CONDITION LIMITATION

No Disability Benefit will be payable if Disability is caused by or resulting from a Pre-Existing Condition and begins before You have been continuously covered under the Policy for 12 months.

This provision will not apply if You have:

- (a) gone treatment-free;
- (b) incurred no expense;
- (c) taken no medication; and
- (d) received no diagnosis or advice from a Physician

for 12 consecutive months for such condition(s).

This limitation will not apply to a Disability resulting from a Pre-Existing Condition that begins after You have been continuously covered under the Policy for 12 months.

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PRE-EXISTING CONDITION means a disease, Injury, Sickness, physical condition or mental illness for which You have experienced any of the following:

- (a) treatment;
- (b) incurred expense;
- (c) took medication;
- (d) received care or services including diagnostic testing or related measures; or
- (e) received a diagnosis or advice from a Physician,

during the 3-month period immediately before the Effective Date of Your coverage. The term Pre-Existing Condition will also include conditions which are related to such disease, Injury, Sickness, physical condition or mental illness.

PEDEF

EXCLUSIONS

The Policy does not cover any loss, fatal or non-fatal, which results from any of the following:

- (a) Intentionally self-inflicted Injury while sane or insane.
- (b) An act of war, declared or undeclared.
- (c) Injury sustained or Sickness contracted while in the service of the armed forces of any country.
- (d) Committing a felony.
- (e) Penal incarceration. We will not pay benefits for Disability or any other loss during any period for which You are incarcerated in a penal or correctional institution for a period of 30 consecutive days or longer.
- (f) Injury or Sickness arising out of and in the course of any occupation for wage or profit or for which You are entitled to Workers' Compensation*.

*The term "entitled to Workers' Compensation" shall also include Workers' Compensation claim settlements that occur via compromise and release. Further, no benefits will be paid under this Policy for any period during which You are entitled to Workers' Compensation benefits.

EXC

**SECTION 5
TERMINATION OF INSURANCE**

Your insurance coverage will end on the earliest of these dates:

- (a) the date You do not meet the Eligibility requirements as defined in Section 2;
- (b) the date You retire;
- (c) the date You cease to be on Active Employment as defined in Section 1, except as provided for under the Leave of Absence provision in this Section;
- (d) the end of the last period for which premium has been paid;
- (e) the date the Policy is discontinued; or
- (f) the date Your employment terminates.

If:

- (a) Your coverage ends as a result of Your termination of Active Employment;
- (b) such termination is caused by an Injury or Sickness for which Disability Benefits would be payable; and
- (c) Disability is established prior to the termination of Active Employment,

then Disability Benefits will be paid as if such termination had not occurred.

Termination of the Policy will have no effect on Disability Payments that began before such termination.

We may end Your coverage if You make a fraudulent claim.

We, or the Policyholder, may end the Policy and/or optional benefit riders on any premium due date. Thirty-one days advance written notice of such termination must be given.

LEAVE OF ABSENCE

Your coverage may be continued for up to 1 year during a Leave of Absence approved in writing by Your Employer.

TOI

**SECTION 6
PREMIUM CALCULATION AND PAYMENT**

Premiums will be figured on the basis stated in the Policyholder's application.

The first premium is due on or before Your Effective Date of coverage. Premiums after the first are due on or before the premium due date stated in the Policyholder's application. Premiums may be paid to:

- (a) Our Home Office; or
- (b) an authorized entity of Ours.

The premium may be changed based on experience at the first anniversary date of the Policy or any premium due date after that. No such increase in rate will be made unless 31 days prior notice is given to the Policyholder.

If a change in benefit increases Our liability, premium rates may be changed on the date the liability is increased.

PREM

**SECTION 7
GENERAL PROVISIONS**

ENTIRE CONTRACT-CHANGES: The entire contract shall include:

- (a) the Policy;
- (b) the application of the Policyholder and each Employer Participation Agreement (if applicable);
- (c) Your application, if any, attached to the Certificate; and
- (d) all endorsements and amendments.

Statements made by the Policyholder or You are representations and not warranties, if fraud was not intended. No such statements will be used to avoid the insurance, reduce benefits, or defend a claim under the Policy unless:

- (a) the statement is in writing; and
- (b) a copy of that statement is given to You.

The terms of the Policy can be changed only by endorsement or amendment signed by an executive officer of Ours. Any amendment that reduces or eliminates coverage must be requested in writing or signed by the Policyholder. No agent may change the Policy or waive its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from Your Effective Date of coverage, no statements in the application, except fraudulent misstatements, can be used to:

- (a) avoid the coverage; or
- (b) deny a claim for loss incurred or Disability (as defined in the Policy) that starts after such 2-year period.

GRACE PERIOD: A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The Policyholder or subscribing Employer unit must still pay all unpaid premium. This includes the premium due for the grace period.

The Policyholder or subscribing Employer unit may, by writing to Us, cancel the coverage under the Policy:

- (a) on any future premium due date; or
- (b) on any date during the grace period.

If coverage is canceled on a premium due date, the grace period will not apply. If cancellation is during the grace period, the Policyholder or subscribing Employer unit will be liable for any unpaid premium including the pro rata premium for that part of the grace period while coverage was in force.

NOTICE OF CLAIM: Written Notice of Claim must be given to Us at 9000 Cameron Parkway, Oklahoma City, Oklahoma, 73114, or to Our agent. Such Notice should be made within 30 days after any loss covered by the Policy. If it is not reasonably possible to give Notice within that time, the claim may not be denied or reduced due to the delay.

PROOF OF LOSS: Proof of Loss must be given to Us within 90 days after the loss. Late proof may be accepted if:

- (a) it was not reasonably possible to give Proof in that time; and
- (b) the proof is given within one year from the date of loss. This 1-year limit will not apply in the absence of legal capacity.

Proof of Loss, provided at Your expense, must show:

- (a) that You are under the Regular and Appropriate Care of a Physician;
- (b) the date Your Disability began;
- (c) the cause of Your Disability;
- (d) the appropriate documentation of Your Monthly Compensation;
- (e) the extent of Your Disability, including restrictions and limitations preventing You from performing Your Regular Occupation; and

- (f) the name and address of any Hospital or institution where You received treatment, including all attending Physicians.

CLAIM FORMS: Claim forms should be used for filing Proof of Loss. They will be sent to the claimant within 15 days of receipt of Notice of Claim. If Claim Forms are not supplied within 15 days, a claimant can give proof as follows:

- (a) in writing;
- (b) containing the required information as indicated in the Proof of Loss Provision; and
- (c) within the time stated in the Proof of Loss Provision.

TIME OF PAYMENT OF CLAIMS: All accrued benefits for loss for which the Policy provides periodic payment will be paid each month, subject to written Proof of Loss. Any balance not paid when liability ends will be paid immediately upon receipt of written Proof. Benefits for any other covered loss will be paid as soon as We receive written proof of such Proof of Loss.

PAYMENT OF BENEFITS: All benefits will be paid to You. Accrued benefits that are not paid at Your death will be paid to Your beneficiary or estate. If a benefit is to be paid to Your estate, or to You and You are not competent to give a valid release, We may pay up to \$1,000 of such benefit to one of Your relatives who are deemed by Us to be justly entitled to it. Such payment, made in good faith, fully discharges Us to the extent of the payment.

PHYSICAL EXAMINATION: While a claim is pending, We have the right to have You:

- (a) examined as often as is reasonably necessary. We will pay for such examination; and/or
- (b) interviewed by an authorized Company representative to determine the extent of any Sickness or Injury for which You have made a claim. This right may be used as often as reasonably required.

LEGAL ACTION: No legal action may be brought to recover under the Policy:

- (a) within 60 days after written Proof of Loss has been furnished as required; or
- (b) more than 3 years from the time written Proof of Loss is required to be furnished.

CERTIFICATES: An Individual Certificate will be issued to You. The Certificate will describe:

- (a) the benefits under the Policy;
- (b) to whom benefits will be paid; and
- (c) the limitations and terms of the Policy.

If more than one Certificate is issued under the Policy to You, only the last one issued will be in effect.

MISSTATEMENT OF FACTS: If relevant facts regarding You are not accurate:

- (a) a fair adjustment of premium will be made; and
- (b) the true facts will decide if and in what amount of insurance coverage is valid.

CONFORMITY WITH STATE LAWS: A provision of the Policy that conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law.

CLAIM OVERPAYMENT: We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You may be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- (a) recover such overpayments from:

- (1) You;
 - (2) any other person to or for whom payment was made;
 - (3) Your estate;
 - (4) Your beneficiary;
 - (5) any other organization; and
 - (6) any other insurance company;
- (b) reduce or offset against any future benefits payable to You, Your Estate, Your Survivors, or Your Beneficiary, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- (c) refer Your unpaid balance to a collection agency; and
- (d) pursue and enforce all legal and equitable rights in court.

GENPROV



9000 Cameron Parkway

Oklahoma City, Oklahoma 73114

Effective Date: _____
(If Different from the Policy or Certificate)

This Rider is applicable to California residents only.

The Policy or Certificate to which this Rider is attached is hereby amended as follows:

Disability means that the Insured is unable to perform with reasonable continuity the material and substantial duties of his or her occupation in the usual and customary way.

This Rider is subject to all of the provisions of the Policy as long as this Rider does not amend them. This Rider will terminate on the same date as the Policy or Certificate to which it is attached.


Secretary

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**
 - 80% of death benefits but not to exceed \$300,000
 - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
 - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C)

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

(THIS FORM IS NOT A PART OF YOUR CONTRACT)

NOTICE OF THE RIGHT TO APPEAL

You, Your beneficiary, or a duly authorized representative may appeal any denial of a claim for benefits by filing a written request to American Fidelity Assurance Company. In connection with such a request, documents pertinent to the administration of the Plan may be reviewed, and issues outlining the basis of the appeal may be submitted. You may have representation throughout this review procedure.

Your request for review must be filed within 90 days after receipt of the written notice of denial of a claim. A decision will be rendered by American Fidelity Assurance Company, within 90 days after receipt of your request for review. If special circumstances exist or additional information is needed, the decision shall be rendered as soon as possible, but no later than 90 days after receipt of the additional information necessary to evaluate your appeal. The decision, after the review, shall be in writing and shall include specific reasons for the decision. This decision shall also include specific references to the pertinent plan provisions on which the decision was based.

FACTS**WHAT DOES AMERICAN FIDELITY CORPORATION (AFC) DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account transactions and medical information • insurance claim history and employment information
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AFC chooses to share; and whether you can limit the sharing.

Reasons we can share your personal information	Does AFC share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report it to credit bureaus	Yes	No
For our marketing purposes – To offer our own products and services to you	Yes	No
For our affiliates to market to you	No	We don't share your information for this purpose
For our affiliates' everyday business purposes – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – Other information about your insurability	Yes	No
For our affiliates' everyday business purposes – Other information about your creditworthiness	No	We don't share your information for this purpose
For joint marketing with other financial companies	No	We don't share your information for this purpose
For non-affiliated third parties to market to you	No	We don't share your information for this purpose

Questions?	Call 1-866-554-4722 or go to www.americanfidelity.com .
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Who we are	
Who is providing this notice?	American Fidelity Corporation (AFC)
What we do	
How does AFC collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Provide information to us in the application process. • Transact business with us, our affiliates, or others, such as additional products or services purchased, etc. • Have information provided by your employer, group plan sponsor, or association for any group product you may have. • Have information provided by consumer reporting agencies, such as credit relationships and history. • Have information provided from other sources outside AFC such as medical information, motor vehicle reports, etc. • Visit AFC's non-public Online Service Center Web Site.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Sharing for non-affiliated third parties to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies. AFC's affiliates include:</p> <ul style="list-style-type: none"> • American Public Life Insurance Company • American Fidelity Administrative Services, LLC • Health Services Administration, LLC • American Fidelity Assurance Company • American Fidelity General Agency, Inc. • American Fidelity Property Company • American Fidelity Securities, Inc. • Balliet's, LLC
Non-affiliated third parties	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • AFC does not share with non-affiliates so they can market to you.
Joint marketing	<p>A formal agreement between non-affiliated third parties that together market financial products or services to you.</p> <ul style="list-style-type: none"> • AFC does not jointly market financial products or services.

Other important information	
<p>AFC maintains appropriate physical, electronic, and procedural safeguards to maintain the confidentiality and security of your nonpublic personal information. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. Physical and electronic files are kept in secure areas. We educate our employees about the importance of confidentiality and customer privacy. We also enforce employee privacy responsibilities. We apply the same privacy policies to former customers that we apply to current customers.</p>	

**HOLMAN PROFESSIONAL COUNSELING CENTERS
Mental Health & Substance Abuse Carve Out GROUP CONTRACT**

This Agreement is made by and between **Anaheim Union High School District** (“Employer”) and **Holman Professional Counseling Centers** (“Holman”) at 9451 Corbin Ave Suite 100 Northridge, California 91324. The effective date of this Agreement is set forth on the signature page.

RECITALS

A. Holman provides a full range of inpatient, outpatient, and day care Behavioral Health Services to groups, eligible individuals of such groups and eligible dependents, while at the same time maintaining the requisites of an independent and responsible profession; and

B. Employer desires to provide its eligible members and dependents with the benefits and services of Holman’s programs. Employer covenants that their eligible population is now, and shall continue to have twenty-five or more full time eligibles working within the State of California.

C. Holman desires to enter into this Agreement to render covered services to Employer Enrollees pursuant to this Agreement.

D. Employer desires to enter into this Agreement to have Holman render covered services to its Enrollees pursuant to this Agreement.

E. This Agreement incorporates by reference all exhibits mentioned and attached, including but not limited to the Rate information (Exhibit A), Benefit Schedule (Exhibits B), Evidence of Coverage (Exhibit C).

AGREEMENT

1.0 DEFINITIONS

1.1 **Acute Condition**: A medical condition of limited duration that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention.

1.2 **Acute Psychiatric Hospital**: Health facility with a medical staff that provides 24-hour inpatient care for behavioral health care patients.

1.3 **Annual Benefit Maximum**: Total amount of money HOLMAN will pay for authorized Behavioral Health Services provided to Enrollees by Providers per year. Enrollee will be responsible for any Behavioral Health Services beyond this amount.

1.4 **Behavioral Health Services**: Behavioral health services include all procedures utilizing psychological principles and methods for the understanding, diagnostic, referral, prevention, and treatment of psychological or personal problems in adults, children, couples, and families. Procedures utilized may include, but are not limited to, individual counseling, marital counseling, psychotherapy, behavior modification, chemical and alcohol abuse counseling, and hypnosis, used

in a professional relationship to assist a person or persons to acquire greater human effectiveness, or to modify feelings, work situations, conditions, attitudes, and behavior which are emotionally, intellectually, or socially ineffectual or maladjustive.

1.5 Benefits Schedule: (Attached as Exhibit B1 & B2) Describes the available levels of treatments provided through a Group Plan Contract, along with required deductibles and copayments.

1.6 Contracted Provider: A person licensed as a psychiatrist, psychologist, clinical social worker, marriage and family therapist, nurse or other licensed health care professional with appropriate training and experience in behavioral health services, and who has contracted with Holman to deliver specified services to Holman Enrollees.

1.7 Coordination of Benefits: The allocation of financial responsibility between two or more insurance companies or health care providers, each with a legal duty to pay for covered services provided to an Enrollee at the same time.

1.8 Co-payment: Fixed fee paid to a Provider by Enrollee at time of provision of Behavioral Health Services, which are in addition to the Premiums paid by Employer. Such fees may be a specific dollar amount or a percentage of total fees, depending on the type of services provided.

1.9 Coverage Decision: The approval or denial of health care services by a plan, or by one of its contracting providers, substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under the terms and conditions of the health care service plan contract.

1.10 Day Care Behavioral Health Services: Includes the full range and scope of inpatient Behavioral Health Services, at both hospitals and facilities, except that the Enrollee stays overnight in a place other than the hospital or facility, usually, the Enrollee's home.

1.11 Disputed Health Care Service: Any health care service eligible for coverage and payment under a health care service plan contract that has been denied, modified, or delayed by a decision of the plan, or by one of its contracting providers, in whole or in part due to a finding that the service is not medically necessary.

1.12 Eligible Dependents: Includes Eligible Employee's lawful spouse, domestic partner (as defined in Section 297 of the Family Code), dependent children to age 26 or to age 26 if the child is a full-time student and anyone living in the employee's household. Children include stepchildren, adopted children, and foster children, provided such children are dependent upon the employee for support and maintenance. Coverage for each minor child placed for adoption immediately begins from and after the date on which the adoptive child's birth parent or other appropriate legal authority signs a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or a relinquishment form, granting the subscriber or spouse the right to control health care for the adoptive child. Attainment of the limiting age of 26 by dependent children, of the limiting age of 26 by full-time students, shall not operate to terminate the coverage of a child while the child is and continues to be incapable of self-sustaining employment by reason of mental retardation (although no payment will be made by HFC for treatment of the mental retardation, other than primary diagnosis) or physical handicap and the child is chiefly dependent upon an Eligible Employee for support and maintenance.

1.13 Eligible Employee: Employee of Employer who is eligible for benefits by Employer pursuant to Employer's obligations under this Group Plan Contract. Continuation of EAP Coverage will be allowed as specified by COBRA provisions.

1.14 Emergency: The sudden onset of severe behavioral health symptoms and impairment of functioning due to a mental disorder or chemical dependency such that the absence of immediate attention could reasonably be expected to result in any of the following:

1.14.1 Enrollee's health is placed in serious jeopardy;

1.14.2 Serious impairment to bodily functions;

1.14.3 Serious dysfunction to any bodily organ or part.

1.15 Emergency Behavioral Health Services and Care: Includes the screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric emergency medical condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric emergency medical condition, within the capability of the facility.

1.16 Enrollee: An Eligible Employee (and/or such Eligible Employee's eligible dependents or anyone living in the employee's household) of an Employer who has contracted with HPCC to provide EAP Services to its Employees. Employee must meet HPCC's eligibility requirements, enroll in the Employer's Group Plan, and accept the financial responsibility for any copayments that may be incurred through the Group Plan.

1.17 Evidence of Coverage and Disclosure Form: Brochure issued to an Enrollee setting forth the coverage to which the Enrollee is entitled and describing the procedure through which Holman furnishes care.

1.18 Family/Household Unit: Comprised of Enrollee plus Enrollee's eligible dependents or anyone living in the employee's household.

1.19 Fraud: The deliberate submission of false information by a provider, enrollee, plan member, or other individual or entity, to gain an undeserved payment on a claim.

1.20 Group: An Organization that has contracted with Holman to provide Behavioral Health Services to its Eligible Members.

1.21 Group Plan Contract: Agreement between Employer and Holman providing that Holman will provide Behavioral Health Services for Employer eligible members/eligible dependents in exchange for Premiums paid by Employer to Holman.

1.22 Group Therapy Session: Goal-oriented Behavioral Health Services provided in a small group setting by a Holman Provider. Group Therapy Sessions can be made available to the Enrollee in lieu of individual outpatient therapy when appropriate.

1.23 Hospital: A health care facility including any acute care hospital or acute psychiatric facility, that has entered into a contract with Holman to deliver a full range of Mental Health Services on an inpatient treatment basis.

1.24 Individual Provider: A person licensed as a psychologist, psychiatrist, clinical social worker, marriage and family therapist, nurse or other licensed health care professional with appropriate training and experience in Behavioral Health Services, working individually or within a corporation, clinic, or group practice.

1.25 Inpatient: An Enrollee receiving Inpatient Behavioral Health Services in a Hospital.

1.26 Inpatient Behavioral Health Services: Behavioral Health Services provided on a 24-hour basis at a Hospital including all procedures utilizing psychological principles and methods for the understanding, diagnosis, and treatment of Enrollees with Mental Disorders and alcohol, chemical dependence, substance abuse or mental health problems.

1.27 Language Assistance Program: Plan shall establish and maintain an ongoing language assistance program to ensure Limited English Proficient ("LEP"). Enrollees have appropriate access to language assistance while accessing health care services as required by the Language Assistance Program Regulations. Provider shall cooperate and comply, as applicable, with Plan's language assistance program; however, Plan shall maintain ongoing administrative and financial responsibility for implementing and operating on an ongoing basis the language assistance program for Enrollees.

1.28 Life Threatening Illness: Includes 1) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted; or 2) diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.

1.29 Medical Detoxification: Medically based supervised treatment for an unstable or acute medical condition resulting from withdrawal from chemical substances including drugs or alcohol.

1.30 Medically Necessary: Refers to Behavioral Health Services or supplies for treatment of an active Mental Disorder or chemical dependency that have been established in accordance with professionally recognized standards of practice.

1.31 Mental Disorder: A behavioral or psychological syndrome that causes significant distress or disability, or a significantly increased risk of suffering death, pain, or an important loss of freedom. The syndrome is considered to be a manifestation of some behavioral, psychological, or biological dysfunction in the person.

1.32 Mental Health Services: Behavioral Health Services for the treatment of Mental Disorders including substance abuse.

1.33 Non-Contracted Provider: Any Provider not contracted with Holman to deliver services to Enrollees. Every effort will be made to assure Enrollees are not subject to balance billing practices for services paid under the Holman Agreement. Enrollees may be liable for the cost of non-emergency services provided by Non-Contracted Providers.

1.34 Outpatient Behavioral Health Services: Outpatient Behavioral Health Services are those Behavioral Health Services that are provided by a Provider in his or her office or appropriate outpatient setting.

1.35 Premium: Pre-determined monthly membership fee paid by Employer for coverage under the Holman Group Plan Contract.

1.36 Prior Authorization: Approval of coverage from Holman prior to the Enrollee obtaining covered services. Requests for prior authorization will be denied if not Medically Necessary, if in conflict with Holman's policies or otherwise are not covered services.

1.37 Serious Chronic Condition: A medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that does either of the following:

1.37.1 Persists without full cure or worsens over an extended period of time;

1.37.2 Requires ongoing treatment to maintain remission or prevent deterioration.

1.38 Serious Debilitating Illness: Diseases or conditions that cause major irreversible morbidity are a Serious Debilitating Illness.

1.39 Sub-Acute Care Facility: Any Licensed behavioral health, mental health or substance abuse community residential treatment facility that has entered into a provider agreement with Holman to deliver the full range of community residential treatment services, both on an inpatient basis and on a day care basis. Referral of Enrollees to a facility shall be made, where appropriate, as an alternative to hospital care.

1.40 Treatment Plan: A written clinical presentation of the Provider's diagnostic impressions and therapeutic intervention plans. The behavioral health Treatment Plan is submitted routinely to Holman for review as part of the concurrent review monitoring process.

1.41 Urgently Needed Behavioral Health Care Services: Medically Necessary Behavioral Health Services required outside of the service area to prevent serious deterioration of an Enrollee's behavioral health resulting from a sudden onset of illness or injury manifesting itself by acute behavioral health symptoms of sufficient severity, such that treatment cannot be delayed until the Enrollee returns to the service area.

1.42 Utilization Management Committee (UMC): A committee operating within Holman whose function is to ensure both quality and cost-effectiveness of treatment.

1.43 Visit: Outpatient: An outpatient session with a Provider conducted on an individual or group basis during which Behavioral Health Services are delivered.

2.0 COVENANTS OF EMPLOYER

2.1 Premium: Employer agrees to pay Holman a monthly-prepaid Premium, due before the effective date of this Group Plan Contract, and thereafter on or before the first day, of the months that follow, the sum (outlined on Exhibit A of this contract) for each Eligible Enrollee/Eligible Dependent to be covered pursuant to this Group Plan Contract. These payments will be facilitated through an electronic fund transfer mechanism. Calculation of the premiums will be determined by using the previous month's eligibility list; as a result, premium reconciliation will trail by one month.

2.2 Enrollee Count: Employer agrees to furnish to HPCC, on or prior to the first day the effective date of this Group Plan Contract, an enrollee count on the monthly invoice of all persons who shall be Eligible Enrollees under this Group Plan Contract.

2.3 Late Enrollment & Special Enrollment Provisions: See applicable section within the Plan Evidence of Coverage Booklet.

2.4 Required Distribution: Employer agrees to distribute to all Enrollees copies of the Evidence of Coverage and Disclosure Form as provided by Holman. Additionally, Employer agrees to disseminate any materials supplied by Holman, in accordance with legal or contractual requirements, to its Enrollees by its next regular communication to Eligible members/dependents, but in no event later than thirty (30) days after receipt from Holman.

2.5 Required Employer Notice to Enrollees: Employer shall direct eligible Enrollees who wish to receive Behavioral Health Services to telephone Holman at (800) 321-2843 or Employer members can log into www.HolmanGroup.com, User Name: **AUHSD** & Password: **AUHSD2015** to select a Holman contracted provider. Once a Holman contracted provider has been selected from the Holman Web site, Holman must be called and informed of the provider's name by the Employer member.

2.5.1 Written notice of cancellation of enrollment according to Section 2.7.

2.6 Required Employer Notifications to Holman: Employer shall notify Holman in writing within thirty (30) days of any Employer ELIGIBLE MEMBERS/DEPENDENTS who has had one of the following qualifying events:

2.6.1 Death of Eligible member/dependent;

2.6.2 Termination of membership, (except that termination for gross misconduct does not constitute a qualifying event);

2.6.3 Divorce or legal separation of the Eligible Member from the covered Member's spouse;

2.6.4 Loss of dependent status by a dependent enrolled in the group benefit plan;

2.6.5 With respect to a covered dependent only, the Eligible Member's entitlement to benefits under Title XVIII of the United States Social Security Act (Medicare).

2.7 Employer shall notify Holman in writing within thirty (30) days of the date when Employer becomes subject to Section 4980B of the United States Internal Revenue Code or Chapter 18 of the Employment Retirement Income Security Act, 29 U.S.C. Sec. 1161 et seq.

2.8 Plan Cancellation Notification: In the event of the cancellation of the Group Plan Contract, Holman shall notify Employer in writing 90 days prior to the effective date of the cancellation. The group contract holder shall then promptly mail to each Enrollee a legible, true copy of the notice of cancellation of the contract received from the Plan. Such notice must be received by the Enrollee at least 15 days prior to the effective date of the cancellation. The group contract holder shall also provide proof of the mailing and the date thereof to the Plan by way of a signed attestation within 3 days of such mailing. In the event the Employer fails to comply with this condition, coverage will be extended until such time Holman can comply with the mandated notice requirements. Employer shall be responsible for the cost of mailing.

2.9 Notification of Continuation Coverage to Qualified Beneficiaries: Employer shall notify qualified beneficiaries currently receiving continuation coverage, whose continuation coverage will terminate under one group benefit plan prior to the end of the period the qualified beneficiary would have remained covered as specified in Section 1366.27 of the California Health and Safety Code, of the qualified beneficiary's ability to continue coverage under a new group benefit plan for the balance of the period the qualified beneficiary would have remained covered under the prior group benefit plan. This notice shall be provided either thirty (30) days prior to the termination or when all enrolled Employer eligibles are notified, whichever is later.

2.10 Notification of Continuation Coverage to Successor Group Benefit Plan: Employer shall notify the successor group benefit plan in writing of the qualified beneficiaries currently receiving continuation coverage so that the successor plan, or contracting group or administrator, may provide those qualified beneficiaries with the necessary Premium information, enrollment forms, and instructions consistent with the required disclosure in order to allow the qualified beneficiary to continue coverage.

2.11 Group's Name: Employer agrees that Holman may use Employer name as a subscribing group in any of Holman's advertising or other promotional literature.

3.0 COVENANTS OF HOLMAN

3.1 Provision of Services: Holman shall provide Behavioral Health Services through Providers pursuant to the Schedule of Benefits. If an Enrollee wishes to use a Contracted Provider, such Enrollee shall telephone Holman at (800) 321-2843. Holman will then assign the Enrollee to an appropriate Contracted Provider based upon intake information that Holman will request in its telephone conversation with the Enrollee. Employer members can log into www.HolmanGroup.com User Name: **AUHSD** and Password: **AUHSD2015** to select a Holman contracted provider. Once a Holman contracted provider has been selected from the Holman Web site, Holman must be called and informed of the provider's name by the Employer member. If the Enrollee wishes to use a non-Contracted Provider, Enrollee would do so at his or her own expense, except as otherwise provided in this Group Plan Contract, and it shall be the responsibility of the Enrollee to arrange for services to be rendered with the non-Contracted Provider.

3.2 Additional Services: In addition to Behavioral Health Services, Holman also provides legal and financial counseling referrals to Employer ELIGIBLE MEMBERS/DEPENDENTS.

3.3 Policies and Procedure Assistance: Holman shall be available to assist Employer in developing internal policies and procedures for referring Enrollees to Holman for inpatient, day care, or outpatient mental health services.

3.4 Provision of Brochure: Holman shall provide brochures to Employer and shall consult with Employer and Employer representatives about those brochures.

3.5 Access to Holman: Holman shall make available to Enrollees the telephone number of Holman (800-321-2843) for making appointments and obtaining information with respect to services provided by Holman pursuant to this Group Plan Contract. Employer members can log into www.HolmanGroup.com, User Name: **AUHSD** & Password: **AUHSD2015** to select a Holman

contracted provider. Once a Holman contracted provider has been selected from the Holman Web site, Holman must be called and informed of the provider's name by the Employer member.

3.6 Quality Control: Holman shall establish and maintain a quality control procedure, under the oversight of the Quality Management and Utilization Management Committees. This process will govern all private and group sessions provided by Contracted Providers, in order to assure delivery of effective health care services to Enrollee.

3.7 Provider Ethics Requirement: Holman shall require all Contracted Providers and their authorized professional employees to abide by all ethical principles and standards of their respective professions.

3.8 Premiums and Benefits Increase/Decrease: Holman shall not increase the amount of the Premium to be paid by Employer, or otherwise increase the compensation to be paid to Holman by Employer for services provided pursuant to this Group Plan Contract except annually upon renewal. Holman shall not decrease the amount of benefits to be provided pursuant to this Group Plan Contract except annually upon renewal as may be agreed upon by HPCC and Employer.

3.9 Provider Insurance: Holman shall require that all Providers have malpractice liability insurance coverage for one million dollars (\$1,000,000.00) per each occurrence and one million dollars (\$1,000,000.00) in the aggregate.

3.10 Holman Insurance: Holman will carry:

3.10.1 Comprehensive general liability insurance, \$1,000,000 each occurrence (bodily injury and property damage) and \$3,000,000 aggregate for all claims. Business personal property insurance on all Holman facilities up to the amount of \$1,200,000.

3.10.2 Statutory Worker's Compensation insurance coverage for all Holman employees up to California Statutory limit of \$1,000,000.

3.10.3 Fidelity Bond for Crime in the amount of \$1,000,000 in compliance with applicable Department of Managed Health Care regulations.

3.10.4 Primary Managed Care Errors & Omissions Coverage of \$1,000,000 for each claim & \$3,000,000 aggregate for all claims.

4.0 GENERAL PROVISIONS

4.1 Period of Coverage: Coverage of Enrollees shall become effective on the date set forth on Exhibit A provided Employer has paid the required Premium, and coverage shall end on the last day of month for which Premium was paid or when this Group Plan Contract is terminated.

4.2 Annual Benefit Maximum: Payments for Holman authorized services are limited to those benefits outlined in Exhibit B1 & B2.

4.3 Co-payment/Deductible: Enrollee and Enrollee's eligible dependent(s) are responsible for the co-payment/deductible amounts specified in the Benefits Schedule. The co-payment/deductible amount may be a specific dollar amount or a percentage of the Contracted Provider's charge, depending on the service provided.

4.4 Service Specifics: Outpatient services shall be provided by Holman in either Holman's offices, Providers' offices, or in an office provided by Employer at an Employer location. Normally services shall be delivered within five business days of a request by an Enrollee. Emergency services will be available on a 24-hour-per-day, 7-day-per-week basis. Inpatient and day care services shall be provided by Hospitals or Sub-Acute Care Facilities under contract with Holman. The day care, Behavioral Health Service, and Sub-Acute Care Facilities, may not be available in all geographical areas. Because of the specialized nature of the treatment programs at these facilities and their limited availability, Enrollees may have to travel at their own expense to distant communities to obtain these services as covered benefits.

4.5 Confidentiality: Holman will maintain the confidentiality of all Enrollee records in accordance with the Health Information Portability and Accountability Act (HIPAA) and other applicable federal and state laws. Except to the extent that disclosure is authorized by the Enrollee in writing or is otherwise mandated or permitted by law.

A STATEMENT DESCRIBING HOLMAN'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

4.6 Choice of Providers: A Holman clinician or intake specialist will refer Enrollees to Contracted Providers in their community. Employer members can log into www.HolmanGroup.com, User Name: **AUHSD** & Password: **AUHSD2015** to select a Holman contracted provider. Once a Holman contracted provider has been selected from the Holman Web site, Holman must be called and informed of the provider's name by the Employer member. If the Enrollee uses a non-Contracted Provider, the Enrollee may choose which non-Contracted Provider to use and is responsible for arranging for services to be rendered and for any charges incurred. Holman shall not reimburse Enrollees who secure services from licensed non-Contracted Providers, except in emergency cases or as outlined in this Group Plan Contract. Section 1.6 defines Contracted Providers.

4.7 Concurrent Reviews: Holman, in order to determine continuing Medical Necessity for an Enrollee's treatment, will conduct concurrent reviews of Enrollee's treatment, on a regular basis. During each review, a Holman clinician monitors the Enrollee's course of treatment to determine its effectiveness, the appropriate level of care, and continued Medical Necessity. The Holman clinician must authorize all extended lengths of stay and transfers to different levels of care as well as any related additional services. Holman's Process and Criteria for determining Medical Necessity can be furnished to the enrollee upon request.

4.8 Enrollee Reimbursement Provisions: Holman has made arrangements with its Contracted Providers to ensure that all bills are submitted directly to Holman for payment. However, if an Enrollee receives emergency behavioral health treatment from a non-Contracted Provider, the Enrollee may receive a bill for such services. The Enrollee must provide Holman with a copy of the bill or claim as soon as possible. Enrollees should mail claims to: Holman Professional Counseling Centers, 9451 Corbin Ave Suite 100, Northridge, California 91324.

4.9 Holman Provider Compensation Procedure: Holman Provider hospitals, acute care, sub-acute care, and transitional care facilities, are all paid on a discounted fee-for-service or fixed charge per day. Holman does not use or permit any type of financial bonuses or incentives in its contracts with Providers.

4.10 Emergency Behavioral Health Treatment: Holman covers emergency Behavioral Health Services worldwide. When an Enrollee has a behavioral health emergency, the Enrollee, or someone acting on the Enrollee's behalf, must notify Holman within 24 hours of the emergency admission, or as soon as reasonably possible. Holman must coordinate continuing or follow-up Behavioral Health Services to emergency treatment. Holman may elect to transfer the Enrollee to a Contracted Provider, provided the transfer would not create an unreasonable risk to the Enrollee's health as determined by Holman. Holman will not cover non-emergency behavioral health treatment provided by non-Contracted Providers and Hospitals unless otherwise stated in the Agreement.

4.11 Continuity of Care for New Enrollees Receiving Services for an Acute or Serious Chronic Condition: Holman will make every effort to facilitate the continuity of care for new Enrollees who are in treatment for an acute condition, serious chronic condition, or terminal illness counseling at the time of enrollment. Financial arrangements with providers that are not Holman providers are negotiated on a case by case basis. We will ask that the providers agree to accept reimbursement and contractual requirements that apply to Holman providers, including payment terms. If the provider does not agree to accept said reimbursement and contractual requirements, we are not required to continue that provider's services. Review procedures will be provided to all Eligible Enrollees upon request. Enrollees may contact Holman directly at 1-800-321-2843 to assist with continuity of care issues. Continuity of care for new enrollees will be provided in general accordance with the applicable "Transition Assistance for New Members" section in their Plan Evidence of Coverage Booklet.

4.12 Continuity of Care for Enrollees Receiving Services for Acute or Serious Chronic Condition at Time of a Provider Termination: To request continued care from a terminated Provider, the Enrollee must contact Holman at 1-800-321-2843. Continuity of care for enrollees whose provider has been terminated will be provided in general accordance with the applicable "Continuity of Care after Termination of Provider" section in their Plan Evidence of Coverage Booklet.

4.13 Liability of Holman upon Provider Termination: Upon termination of a Provider Agreement by any Contracted Provider, Hospital or Sub-Acute Care Facility, Holman shall be liable for covered services rendered by such Provider, Hospital, or Sub-Acute Care Facility to an Enrollee who retains eligibility under the Group Plan Contract and who is under the care of such Provider, Hospital, or Sub-Acute Care Facility at the time of such termination until the services being rendered by such Provider, Hospital, or Sub-Acute Care Facility are completed. Holman may make appropriate provisions for the assumption of such services by another Provider, Hospital or Sub-Acute Care Facility.

4.13.1 Holman shall provide 30 day written notice to any Enrollee whose provider terminates, breaches the contract, or is unable to perform, within the limits of the law.

4.14 Coordination of Benefits: Pursuant to the provisions below, Holman will not be responsible for making payments for services when another plan is primarily responsible for making payment for such services:

4.14.1 A “plan” is considered to be any group insurance coverage or other arrangement of coverage for individuals in a group that provides benefits or services on an insured or uninsured basis, and any governmental program providing benefits or services of a similar nature.

4.14.2 An “allowable expense” is any necessary, reasonable and customary mental health expense covered by Holman and covered in full or in part under any one of the plans involved.

4.14.3 With respect to coordinating benefits with other carriers, the “primary” plan pays its benefits without regard to any other plans. The “secondary” plans adjust their benefits so that the total benefits available will not exceed the allowable expenses. No plan will pay more than it does without the coordinating provision.

4.14.4 A plan without a coordinating provision is always the primary plan. If all plans have such a provision (1) the plan covering the Enrollee directly, rather than an Enrollee’s dependent, is primary and the others are secondary; (2) if a child is covered under both parents’ plans, when two members are under the same plan in a family, the member whose birthday falls first in a calendar year is the one who will be utilized; (3) if neither (1) nor (2) applies, the plan which has covered the Enrollee the longest period of time is primary.

4.14.5 Employer shall provide Holman with any information it may have regarding other plans of its ELIGIBLE MEMBERS/DEPENDENTS that may cover services provided by Holman. Holman may exchange benefit information with insurance companies, organizations and individuals, and has the right to recover any overpayment made from Employer if there is neglect by Employer in reporting coverage under another plan.

4.14.6 An Enrollee may not be covered as a MEMBER and Dependent on a plan, and an Enrollee’s dependents may not be covered by more than one PLAN. If an Enrollee is a MEMBER of this Employer PLAN and is also a dependent of an Enrollee, the Enrollee will be insured solely as an eligible member and all copayments will be waived. The spouse so-covered waives coverage as a dependent and all copayments are waived. If an Enrollee and spouse belong to different Holman plans, each of the children, stepchildren, and legally adopted children may be insured under one Holman plan only and all copayments will be waived.

4.15 Charges for Missed Appointments: For co-payment sessions, an Enrollee will be charged the applicable copayment or the sum of twenty-five (\$25.00) (whichever is greater) directly by the Contracted Provider whose appointment was canceled, except in the case where the Contracted Provider is notified at least twenty-four (24) hours in advance of the appointment that it will not be kept or the failure to keep the appointment was due to circumstances beyond the Enrollee’s reasonable control. Holman will pay for NO late cancel/no-show sessions.

4.16 Liability of Enrollee for Payment for Pre-Authorized Services: Every contract between Holman and its Contracting Providers will contain a provision stating that Enrollees shall not be responsible for payment to any Contracted Provider in the event that Holman should fail to pay the Provider for services rendered, unless such services are determined to not be covered under this Agreement. Authorized treatment by a provider shall not be rescinded or modified after the provider renders the service in good faith pursuant to the authorization.

4.17 Second Medical Opinions: An Enrollee or participating provider, who is treating an Enrollee, may request a second medical opinion by an appropriately qualified health care professional. Reasons for a second opinion to be provided or authorized shall include, but are not limited to, the following:

- Reasonableness or necessity of recommended treatment is questioned.
- Diagnosis or treatment plan is questioned.
- Clinical indications are not clear or are complex and confusing.
- Treatment plan in progress is not improving the condition of the Enrollee within an appropriate period of time given the diagnosis and plan of care.

Holman's decision to grant or deny the request for a second medical opinion will be delivered to the individual who requested the second medical opinion. If the Enrollee faces an imminent and serious threat to his or her mental health, the second opinion shall be rendered within (72) hours after the receipt of the request. If the request for a second opinion is approved, the Enrollee will be responsible for all applicable copayments. If the request for a second opinion is denied, the Enrollee will be notified in writing of the reasons for the denial and shall be informed of the right to file a grievance with the Plan. The request for a second medical opinion can be made by calling Holman at 1-800-321-2843, or by writing to: Holman Professional Counseling Centers, Care Management Department, 9451 Corbin Ave Suite 100 Northridge, California 91324.

4.18 Independent Medical Review Process:

4.18.1 The California Department of Managed Health Care provides an Independent Medical Review process for coverage decisions that have been denied, modified, or delayed by a decision of Holman due to a finding that the service is not Medically Necessary.

4.18.2 Holman shall provide enrollees whose coverage request has been denied, modified, or delayed due to a finding that such treatment is not Medically Necessary with the opportunity to seek an independent review. An enrollee may apply to the Department within six months of Holman's denial, modification, or delay of a coverage decision, for an independent medical review when all of the following conditions are met:

- a. Enrollee's provider has recommended a health care service as Medically Necessary, **or** Enrollee has received urgent care or emergency services that a provider determined was medically necessary; **or** Enrollee, in the absence of a provider recommendation or the receipt of urgent or emergency care services by a provider, has been seen by Contracted Provider for the diagnosis or treatment of the medical condition for which the enrollee seeks independent review.
- b. The disputed health care service has been denied, modified, or delayed by Holman based in whole or in part on a decision that the health care service is not Medically Necessary.

- c. The Enrollee has filed a grievance with Holman and the disputed decision is upheld or the grievance remains unresolved after thirty (30) days, or three (3) days in the case of an expedited review case.

4.18.3 The Enrollee has the right to file information in support of the request for review. The independent medical review panel shall provide the Department of Managed Health Care Director, Holman, the Enrollee, and the Enrollee's provider with an analyses and determination of the case. The DMHC Director shall immediately adopt the determination of the independent medical review organization, and shall promptly issue a written decision to the parties that shall be binding on Holman.

4.18.4 Upon receiving the decision of the DMHC Director that a disputed health care service is medically necessary, Holman shall immediately contact the Enrollee and offer to promptly implement the decision.

4.18.5 An Enrollee's decision not to participate in the Independent Medical Review Process may cause the Enrollee to forfeit any statutory right to pursue legal action against Holman regarding the disputed health care service.

4.18.6 Additional information on the Independent Medical Review Process may be obtained by contacting Holman by phone at 1-800-321-2843 or in writing at Holman Professional Counseling Centers, 9451 Corbin Ave Suite 100 Northridge, California 91324.

- 4.19. Experimental/Investigational Therapies- External, Independent Review Process: Holman will provide an external, independent review process for treatment decisions regarding *experimental or investigational therapies* for individual enrollees who meet *all of the following criteria*:

4.19.1 Enrollee has a life-threatening or seriously debilitating condition;

4.19.2 Enrollee's physician certifies that the enrollee has a life-threatening or seriously debilitating condition for which standard therapies would not be medically appropriate for the Enrollee or for which there is no more beneficial standard therapy covered by the plan than the therapy proposed in the next section 4.19.3;

4.19.3 Either 1) the Enrollee's Contracted Provider has recommended a drug, device, procedure, or other therapy that the Provider certifies in writing is likely to be more beneficial to the Enrollee than any available standard therapies, or 2) the Enrollee, or the Enrollee's Contracted Provider, has requested a therapy that, based on two documents from the medical and scientific evidence, is likely to be more beneficial for the Enrollee than any available standard therapy.

The provider certification pursuant to this section shall include a statement of the evidence relied upon by the Provider in certifying his or her recommendation;

4.19.4 Enrollee has been denied coverage by Holman for a drug, device, procedure, or other therapy recommended or requested pursuant to paragraph 4.19.3 above;

4.19.5 The specific drug, device, procedure, or other therapy recommended pursuant to paragraph 4.19.3 above would be a covered service, except for Holman's determination that the therapy is experimental or investigational.

For those enrollees who meet the above listed criteria, Holman will offer the opportunity to have the requested therapy reviewed under the external, independent review process. Holman will notify the Enrollee in writing of this opportunity to request such review within five (5) business days of the decision to deny coverage. The Enrollee has the right to file information in support of the request for independent review.

The external, independent review panel, consisting of at least two experts, shall render a decision within thirty (30) days of receipt of the review request, unless a shorter time period is warranted by the Enrollee's condition. If a majority of the expert panel recommends the experimental or investigational treatment, the decision shall be binding on Holman. If the panel is evenly divided, the treatment shall be provided by Holman. If less than half of the panel recommends against the experimental or investigational treatment, then Holman is not required to provide the treatment.

4.20 Renewal Provisions: This Group Plan Contract is for a term of one year. The Group Plan Contract may be renewed annually at the agreed upon rates, unless terminated pursuant to Section 4.21. Employer will notify Enrollees of any change to the Group Plan thirty (30) days prior to the effective date of coverage.

4.21 Cancellations, Terminations, and Nonrenewal: Cancellation, termination or nonrenewal of this Group Plan Contract may only be effected in accordance with the following provisions:

4.21.1 This Group Plan Contract may be canceled, terminated or non-renewed by Holman for the following reasons:

- a. Failure to pay: For nonpayment of the required premiums owed to Holman.
- b. Fraud: For fraud or misrepresentation by Employer with respect to coverage of individuals, the individuals, or their representatives.
- c. In all instances of cancellation in (a) and (b) aforementioned, written notice will be given thirty (30) days prior to date of cancellation and cancellation will not be retroactive. Enrollment will be cancelled as of the last day for which payment has been received, subject to compliance with stated notice requirements.

4.21.2 Holman may terminate, cancel or decline to renew this Agreement when required to effectuate the purposes of the Knox-Keene Health Care Service Plan Act, with the consent of the Director of the Department of Managed Health Care.

4.21.3 All benefits under this Contract shall cease as of the date of cancellation, termination, or nonrenewal with Holman and Employer being released from all further obligations.

4.21.4 In the event of cancellation by Holman-(except in the case of fraud or deception in the use of services or facilities of Holman or knowingly permitting such fraud or deception by another) or by Employer, Holman shall, within thirty (30) days, return to Employer the

prorated portion, if any, of the money paid to Holman which corresponds to any unexpired period of which payment has been received, less any amounts due Holman.

4.21.5 Acceptance by Holman of the proper prepaid or periodic payment, after termination of this Group Plan Contract and without requiring new application, shall reinstate the Contract as though it had never terminated or been canceled unless Holman shall, within five (5) business days of receipt of such payment, either refund the payment so made or issue to the other party a new contract accompanied by written notice stating clearly those respects in which the new contract differs from the terminated contract in benefits, coverage, or otherwise.

4.21.6 Section 1374.72 of the Health and Safety Code requires health care plans to provide coverage for the diagnosis and medically necessary treatment and management of mental health services (as defined) in a manner that matches Employer medical plan benefits. In order to ensure that this matching is current and accurate, Employer must notify Holman of any benefit changes in their full service health plan within 90 days of the effective date of such changes.

4.21.7 Employer or Holman may cancel, terminate, or refuse to renew this contract for any reason, by giving sixty (90) days written notice.

4.22. Individual Continuation of Services: Federal COBRA Provisions:

A member or member's dependents, **other than a domestic partner, and a child of a domestic partner**, may choose to continue coverage under the agreement if their coverage would otherwise end due to a Qualifying Event, as listed below.

4.22.1 The Federal Consolidated Omnibus Reconciliation Act of 1985 provides for the continuation of health insurance coverage for eligible enrollees and their dependents, of trusts with 20 and over eligible members for a defined period of time after certain qualifying events occurs. Ordinarily, an Enrollee's benefits will cease when Employer group coverage terminates or under any other circumstance listed in "Termination of Benefits." However, in the case of certain qualifying events, a qualified Enrollee and Enrollee's Eligible Dependents may be able to continue group plan coverage under federal COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) provisions for a limited time, if Enrollee agrees to pay the Premium for such coverage. A qualified enrollee is an enrollee, who on the day before a qualifying event, is an enrollee in a group benefit plan offered by a health care service plan, and who has a qualifying event. A qualifying event is limited to the following: death of covered Enrollee; termination of membership for reasons other than gross misconduct; divorce or legal separation of the covered Enrollee from the covered Enrollee's spouse; or loss of dependent status by a dependent enrolled in the Group Plan.

4.22.2 The qualified Enrollee shall, upon election, be able to continue his or her coverage under Employer Group Plan Contract, subject to the Group Plan's terms and conditions, for a limited amount of time. The Enrollee must elect COBRA coverage by notifying Employer in writing within sixty (60) days of the date of the qualifying event.

The written request must be delivered by first-class mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to Employer within the sixty (60) day period following the later of 1) the date that the Enrollee's coverage under the

group plan contract terminated or will terminate by reason of a qualifying event, or 2) the date the Enrollee was sent notice of the ability to continue coverage under the Group Plan Contract.

4.22.3 The failure to notify Employer within the required sixty (60) days will disqualify the qualified beneficiary from receiving continuation coverage under COBRA provisions. An Enrollee electing continuation shall pay to Employer in accordance with the terms and conditions of the group plan contract, the amount of the required Premium payment. The Enrollee's first Premium payment required to establish Premium payment shall be delivered by first-class mail, certified mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to Employer within forty-five (45) days of the date the qualified beneficiary provided written notice to Employer, of the election to continue coverage, in order for coverage to be continued under COBRA provisions.

4.22.4 The first Premium payment must equal an amount sufficient to pay any required Premiums and all Premiums due, and failure to submit the correct Premium amount within the forty-five (45) day period will disqualify the Enrollee from receiving continuation coverage pursuant to COBRA provisions. Enrollees whose continuation coverage terminates under a prior Group Plan may continue their coverage for the balance of the period that the Enrollee would have remained covered under the prior Group Plan. Enrollees electing to continue coverage must notify Employer in writing and pay to the Employer the required Premium payments. The continuation coverage will terminate if the Enrollee fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to, the new Group Plan Contract within thirty (30) days of receiving notice of the termination of the prior group plan contract.

4.22.5 A qualified enrollee can request Cal-Cobra at the conclusion of their Federal Cobra benefits explained below.

Cal-Cobra Provisions (applicable only to California enrollees)

The California Continuation Benefits Replacement Act (Cal-COBRA) provides that continued access to health insurance coverage is provided to enrollees, and their dependents, of trusts with 2 to 19 eligible members who are not currently offered continuation coverage under the federal COBRA, and those eligible enrollees who have exhausted their Federal COBRA benefits. For a California qualified enrollee whose Cal-COBRA coverage begins on or after January 1, 2003, and who has exhausted continuation coverage under COBRA, the enrollee may extend their Cal-COBRA coverage for up to 36 months after the date the qualified enrollee's benefits under a group plan health contract would otherwise have ended because of a qualifying event if the enrollee agrees to pay the Premium for such coverage. A qualified enrollee is an enrollee, who on the day before a qualifying event is an enrollee in a group benefit plan offered by a health care service plan, and who has a qualifying event. A Cal-COBRA qualifying event is limited to the following: death of covered enrollee, termination of membership for reasons other than gross misconduct; divorce or legal separation of the covered enrollee from the covered enrollee's spouse, or loss of dependent status by a dependent enrolled in the group plan.

The qualified enrollee must notify Employer within 60 days of the date of the qualifying event. Failure to make such notification within the required 60 days will disqualify the

enrollee from receiving continuation coverage. A qualified enrollee who wishes to continue coverage under the group benefit plan must request the continuation in writing and deliver the written request, by first-class mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to Employer within the 60-day period following the later of (1) the date that the enrollee's coverage under the group benefit plan terminated or will terminate by reason of a qualifying event, or (2) the date the enrollee was sent notice of the ability to continue coverage under the group benefit plan.

A qualified beneficiary electing continuation shall pay to Employer the required Premium on or before the due date of each payment but not more frequently than on a monthly basis. The Premium will not be more than 110 percent of the applicable rate charged for a covered member or, in the case of dependent coverage, not more than 110 percent of the applicable rate charged to a similarly situated individual under the group benefit plan being continued under the group contract. In the case of a qualified beneficiary who is determined to be disabled pursuant to Title II or Title XVI of the United States Social Security Act, the qualified beneficiary shall be required to pay to Employer an amount no greater than 150 percent of the group rate after the first 18 months of continuation coverage provided pursuant to this section.

The qualified enrollee's first Premium payment required to establish Premium payment shall be delivered by first-class mail, certified mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to the Employer within 45 days of the date the qualified enrollee provided written notice to Employer of the election to continue coverage. The first Premium payment must equal an amount sufficient to pay any required Premiums and all Premiums due, and failure to submit the correct Premium amount within the 45-day period will disqualify the qualified beneficiary from receiving continuation coverage.—In the event the qualified enrollee does not receive information from Employer, i.e. Premium amount and due date, the qualified enrollee should contact Holman using the contact information provided below.

Individuals not eligible for Cal-COBRA are those who: are entitled to Medicare benefits; have other hospital, medical, or surgical coverage; are eligible for federal COBRA; are eligible for coverage under Chapter 6A of the Public Health Service Act; fail to meet the specified time limits for electing coverage; and, fail to submit the correct premium amount required.

Enrollees whose continuation coverage terminates under a prior group plan may continue their coverage for the balance of the period that the enrollee would have remained covered under the prior group plan. Enrollees electing to continue coverage must notify Employer S in writing and pay to Employer the required Premium payments. The continuations coverage will terminate if the enrollee fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to, the new group plan contract within thirty (30) days of receiving notice of the termination of the prior group plan contract.

For more information on how to extend their Cal-COBRA coverage, the enrollee should contact Holman by phone at 1-800-321-2843, or in writing at Holman Professional Counseling Centers, 9451 Corbin Ave Suite 100, Northridge, California 91324.

5.0 EXCLUSIONS:

- 5.1 Services provided by Non-Contracted Providers except for those that qualify as emergency behavioral health treatment hospital admissions or otherwise authorized by the Plan.
- 5.2 Treatments which do not meet national standards for behavioral health professional practice.
- 5.3 Treatment sessions provided by computer Internet services, unless specifically preauthorized.
- 5.4 Court ordered inpatient and outpatient treatment is covered only when Medically Necessary. Reporting to the court and interacting with the court are not covered services under this Agreement.
- 5.5 Academic or educational testing; Services to remedy an academic or educational problem.
- 5.6 Psychotherapy used as professional training and not for the treatment of a medical or mental condition.
- 5.7 Counseling in preparation for or associated with a sex change operation, unless basis of operation was Medically Necessary.
- 5.8 Use of sexual surrogate, sexual treatment of sexual offenders or perpetrators of sexual violence. Reporting to the court and interacting with the court are not covered services under this Agreement.
- 5.9 Pastoral or spiritual counseling by an unlicensed non-contracted provider will not be covered under this benefit plan.
- 5.10 Speech or occupational therapy under an autism or ABA treatment is not covered under this benefit plan.
- 5.11 Dance, poetry, music or art therapy, except within a contracted inpatient or alternative care milieu.
- 5.12 Experimental or investigational therapies which are not recognized in accordance with professionally recognized standards of practice as being safe and effective for use.
- 5.13 All non-prescription and prescription drugs prescribed in connection with an enrollee's treatment.
- 5.14 Therapy specifically for the sole purpose of consciousness raising.
- 5.15 Surgery, acupuncture, physical therapy, or occupational therapy.
- 5.16 Neurological services and tests, including but not limited to: EEGs, Pet scans, beam scans, MRIs, skull X-rays, and lumbar punctures.

- 5.17 Work, career, employment, or professional related evaluations, treatments, or counseling for non-medical purposes is NOT a covered benefit.
- 5.18 Acute care hospital benefit is limited to emergency services only. Emergency services include all hospital treatment and hospital ancillary services necessary to stabilize the emergent condition. Authorization is not required for emergencies.
- 5.19 For emergency Non-Contracted Provider hospital admissions and outpatient psychiatric admissions set forth in the Schedule of Benefits, the maximum allowable charge will be determined by using Ingenix Health Intelligence tools.
- 5.20 Bio-feedback & Neuro-feedback must be specifically preauthorized.
- 5.21 Anorexia nervosa/Bulimia nervosa. Anorexia nervosa and Bulimia-nervosa is limited to the psychological factors and disturbances in eating disorders. Medical conditions resulting from eating disorders are not a covered benefit.
- 5.22 Holman is the decider of Medical Necessity subject to the DMHC's Independent Medical Review Process.

6.0 ENROLLEE GRIEVANCE PROCESS

- 6.1 Enrollee Grievance Process: Grievances will be directed to the Compliance Specialist. The Compliance Specialist will work together with the Enrollee to resolve the issue if possible. If no solution is reached, the Compliance Specialist will refer the matter to the Grievance Committee. The Holman Grievance Committee will review the grievance and within thirty (30) days from Holman's receipt of the grievance, Holman will send a written notice of the resolution. If the grievance is denied, assure that there is no discrimination against an enrollee or subscriber (including cancellation of the contract) on the grounds that the complainant filed grievance.
- 6.2 Arbitration: If the Enrollee remains dissatisfied with the decision, the Enrollee may submit a request to Holman to submit the grievance to binding Arbitration before the American Arbitration Association. Pursuant to California law a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than \$200,000 must decide any claim of up to \$200,000. However, after a request for arbitration has been submitted, Holman and the Enrollee may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two party-appointed arbitrators or a panel of three neutral arbitrators or another multiple arbitrator system mutually agreeable to the parties. The Enrollee shall have three (3) business days to rescind the waiver agreement unless the agreement has also been signed by the Enrollee's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, Holman may assume all or part of the Enrollee's share of the fees and expenses of the neutral arbitrator provided the Enrollee has submitted a hardship application with the American Arbitration Association. The American Arbitration Association shall determine the approval or denial of a hardship application. A hardship application may be obtained by contacting the American Arbitration Association in Los Angeles at 213-383-6516, in Orange County at 714-474-5090, in San Diego at 619-239-3051 and in San Francisco at 415-981-3901.

6.2.1 If the Enrollee does not request arbitration within six months from the date of the Grievance Resolution Notice, the decision of the Committee shall be final and binding. However, if the Enrollee has legitimate health or other reasons which would prevent them from electing binding arbitration in a timely manner, the Enrollee will have as long as necessary to accommodate his or her special needs in order to elect binding arbitration. Further, if the Enrollee seeks review by the Department of Managed Health Care, the Enrollee will have an additional ninety (90) days from the date of the final resolution of the matter by the Department of Managed Health Care to elect binding arbitration. Upon submission of a dispute to the American Arbitration Association, both the Enrollee and Holman agree to be bound by the rules of procedure and decision of the American Arbitration Association. Full discovery shall be permitted in preparation for arbitration pursuant to California Code of Civil Procedure, Section 1285.05.

6.3 Expedited Grievance Review: For cases involving an imminent and serious threat to the health of the enrollee, including, but not limited to, severe pain, potential loss of life, limb, or major bodily function, Holman provides expedited review. When Holman has notice of a case requiring expedited review, Holman shall immediately inform the enrollee in writing of their right to notify the Department of Managed Health Care of the request. For these cases, Holman will provide the Enrollee and the Department with a written statement on the disposition or pending status of the request no later than three (3) days from receipt.

6.4 Treatment Denials: If a Provider or Enrollee notifies Holman of a dissatisfaction regarding a treatment authorization denial, it will be directed to the assigned staff. Holman will work together with the Provider and/or Enrollee to resolve the complaint. Within thirty (30) days from Holman's receipt of the complaint, Holman will send the Provider and/or Enrollee a written notice of the resolution. If the Provider or Enrollee's complaint is denied, the notice will explain how the Provider or Enrollee may appeal the decision.

6.5 Treatment Denial Appeals: If the Provider/Enrollee is dissatisfied with Holman's resolution of the treatment denial, the Provider/Enrollee may file an appeal through either the American Arbitration Association or the Department of Managed Health Care.

6.5.1 Expedited reviews of treatment denials are available to Providers and/or Enrollees. In these cases, Holman will provide verbal resolution within eight (8) business hours of Holman's receipt of necessary information to make an informed decision and in writing within two (2) days of receipt.

6.6 California Department of Managed Health Care: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against Holman Professional Counseling Centers, you should first telephone Holman Professional Counseling Centers at **(1-800-321-2843)** and use Holman Professional Counseling Centers grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by Holman Professional Counseling Centers, or a grievance that has remained unresolved for more than thirty (30) days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of

medical decisions made by Holman Professional Counseling Centers related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services.

The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet website <http://www.hmoHELP.ca.gov> has complaint forms, IMR application forms and instructions online. HPCC also has these forms available and will furnish them as appropriate and required.

- 6.7 Claims Disclosure Notice Required by ERISA. If a plan is subject to ERISA, ERISA applies some additional claim procedure rules. These additional rules set forth by ERISA will be provided in accordance with the applicable section in the Agreement between Employer and their medical plan.

7.0 GENERAL

- 7.1 Holman's Medical Necessity Philosophy: Includes authorizing the most intensive treatment in the least restrictive setting because life's problems MUST be solved while engaged in life; living at home, on the job and with family/friends. At the same time, as the Enrollee starts to put into practice the coping mechanisms and life skill tools that are learned or re-awakened in therapy, we want the Enrollee to start to stand on their own without developing a dependency on a therapist.

This standing on your own can result in scheduling sessions every other week to every three/four weeks. Once ending a course of treatment and implementing the NEW coping tools for some time and as your medical needs dictate, you are always encouraged to call again.

- 7.2 Language Assistance Program ("LAP")

The Department of Managed Health Care ("DMHC") of California has added Section 1300.67.04 (Language Assistance Programs) to Title 28 California Code of Regulations. This new regulation requires health care service Plans to implement new policies, procedures and quality improvement efforts in regards to assisting those who are Limited English Proficient ("LEP"). The DMHC regulations require California health Plans to set up a system where services, materials, and information are provided to members in a language that they speak and understand.

The Plan has established a free Language Assistance Program ("LAP") and made the following resources available for LEP individuals: Translations (of both vital and non-vital documents), Interpreters, and Bilingual staff/Providers. These resources are available for all persons speaking any language other than English, who request these services at any of our points of contact.

In accordance with the DMHC regulations, Plan has identified its threshold language(s) which comprise five (5) percent of its Enrollee Population. All vital documents as identified by the DMHC will be translated into the threshold language. All non-vital documents will contain a notice at the bottom of said document (in the threshold language) informing the member how to request a translation of the document.

- 7.3 Holman's Public Policy Committee: Holman operates a Public Policy Committee that is mandated to maintain professional standards. It functions as an open forum to provide Enrollees with an opportunity to discuss prevailing societal issues, difficulties with current policies, and additional available services. The purpose of the Public Policy Committee is to ensure the comfort, dignity, and convenience of persons relying upon Holman for Behavioral Health Services. In order to assure Enrollee participation in Holman policy, the Public Policy Committee shall consist of the following members: Holman Vice President of Sales & Client Services staff and a minimum of three current Enrollees. The Vice President of Sales & Client Services selects the Enrollee members of the Public Policy Committee. Any Enrollee interested in the Public Policy Committee may direct their request in writing to: **HPCC, 9451 Corbin Ave-Suite 100, Northridge, California, 91324.**
- 7.4 Antifraud Policy and Procedures: Holman makes every effort to detect, investigate, and prosecute any incidents of fraud at any level within its Behavioral Health Service. Holman contracts with a special investigator trained in fraud investigation to assist us in investigating fraud. In the event that Holman detects any fraudulent activity on the part of a Provider, the Provider's contract with Holman will be terminated. If Holman detects any fraudulent activity on the part of an Enrollee or Group, Holman will deny Enrollee any additional benefits under Enrollee's Group Plan and may terminate Group or the Enrollee. Additionally, Holman will prosecute fraud to the fullest extent of the law. We also cooperate with all government agencies in a combined effort to prevent and prosecute fraud on the part of both Providers and Enrollees.
- 7.5 Enrollees Held Harmless. As required by California law, every contract between Holman and a Provider shall provide that the Provider accepts the payment rate under the Holman Agreement as payment in full. The Provider may not, under any circumstances bill, charge, collect a deposit, seek compensation, remuneration, or reimbursement from, or have any recourse against the Enrollee for services provided. The Enrollee is held harmless and may not be balance billed. Collection from the Enrollee of any co-payments or deductibles in accordance with the terms of the benefit plan, or charges for services determined to not be covered under the plan, may be excluded from the hold harmless clause.
- 7.6 Approval of Materials: All materials published or distributed by Employer concerning this Group Plan Contract shall be approved by Holman prior to use.
- 7.7 Professionalism: Both parties to this Group Plan Contract agree to permit and encourage the professional relationship between Providers and Enrollees to be maintained without interference and in a manner that would enhance the confidentiality of services.
- 7.8 Notices: All notices provided hereunder shall be deemed as having been properly made upon depositing the same in the United States mail, postage prepaid, and addressing such notices to Holman at its administrative office, or to Employer at the address appearing last on the books of Holman.
- 7.9 Entire Contract: This Group Plan Contract contains all of the provisions of the agreement between the parties hereto, and no promise or agreement not contained herein shall be binding

on the parties unless the same is mutually agreed upon in writing, signed by the parties hereto and attached to this Group Plan Contract.

Only an officer or director of Holman has the power to change, modify, or waive the provisions of this Group Plan Contract, and then only in writing. Consent of Enrollees is not required to effect any such change.

- 7.10 Assignment: Neither this Group Plan Contract nor any rights, obligations or duties under this Group Plan Contract may be assigned without the consent of contracting parties, provided however, that Holman may assign its rights, obligations or duties under this Contract to any corporate affiliate or other entity which may purchase substantially all assets of Holman or is the surviving entity in a merger with Holman.
- 7.11 Severability: If any provision of this Group Plan Contract is declared invalid or unenforceable by any arbitrator, court or other competent authority, the remaining provisions hereof shall remain in full force and effect.
- 7.12 Waiver: A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. No party will be deemed to have waived any rights hereunder unless the waiver is made in writing and is signed by the waiving party's duly authorized representative. No waiver of a party's right under this Agreement shall be deemed to have been effective if and to the extent waiver of such right is prohibited under applicable law.
- 7.13 Applicable Law: This Group Plan Contract shall be governed by and construed under the laws of the State of California.
- 7.14 Amendment: Except as otherwise specifically provided in this Agreement, this Agreement may be amended only by mutual written consent of the parties.
- 7.15 Effective Date: See Signature Page.
- 7.16 Employer Holman Arbitration: Any controversy or claim arising out of or relating to this contract, including any claims for tort liability, bad faith liability, breach of contract, punitive damages or any other claim, but excluding medical malpractice claims by Enrollees, shall be submitted to binding arbitration before the American Arbitration Association. Arbitration must be initiated within six months after the alleged controversy or claim occurred by submitting a written demand to the other party. The failure to initiate arbitration within that period constitutes an absolute bar to the institution of any proceedings.
- 7.16.1 The arbitration shall be conducted in the state of California. The complaining party serving a written demand for arbitration upon the other party initiates these arbitration proceedings. The written demand shall contain a detailed statement setting forth the nature of the dispute, the amount of damages involved, if any, and the remedy sought. Within ten (10) business days of that demand, Holman and Employer will appoint a mutually agreed upon arbitrator. A single neutral arbitrator who is licensed to practice law shall conduct the arbitration. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected in the manner provided for by the American Arbitration Association. Unless otherwise

approved by the parties, any arbitrator appointed under this Contract shall have at least ten (10) years demonstrable experience in health care and managed care issues.

7.16.2 Each party shall have the right to take the deposition of up to five (5) individuals and any expert witness designated by the other party. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any experts (one of each for Holman and Employer) and copies of all exhibits to be used at the arbitration. No witness may be called, or exhibit introduced, at the hearing if not included on that list, except as permitted by the arbitrator, upon a showing of good cause. A stenographic record shall be made of the proceedings, the cost of which shall be borne equally by both parties. The arbitrators shall determine the rights and obligations of the parties according to the substantive laws of the state of California.

7.16.3 Any counterclaim, cross-claim, or third-party claim for indemnity or contribution between provider and Holman in any Enrollee's action against Employer or Holman is expressly excluded from this arbitration clause, unless Enrollee's entire action is judicially required to be submitted to arbitration.

7.16.4 Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to make material errors of law or to award punitive damages to or to add to, modify, or refuse to enforce any agreements between the parties. The arbitrator shall make findings of fact and conclusions of law and shall have no authority to make any award that could not have been made by a court of law. The prevailing party, or substantially prevailing party's costs or arbitration are to be borne by the other party, including reasonable attorney's fees.

7.16.5 By entering into this Contract, Employer and Holman waive their legal rights to have any dispute decided in a court of law before a judge or jury and instead accept the use of arbitration for resolving disputes arising from this Group Plan Contract.

The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Code and of Chapter 1 of Title 28 of the California Code of Regulations and any provision required to be in the contract by either of the above shall bind the Plan whether or not provided in the contract.

IN WITNESS WHEREOF, the parties hereto have entered into this Contract on January 1, 2019, with an effective date of 01/01/19-12/31/19.

Anaheim Union High School District

**HOLMAN PROFESSIONAL
COUNSELING CENTERS (HPCC)**

By: _____
(Signature)

By: _____
(Signature)

Jennifer Root
(Print Name)

Elizabeth Holman
(Print Name)

Title: Assistant Superintendent, Business

Title: President

Date: _____

Date: _____

Address: 501 N. Crescent Way
Anaheim, CA 92801

Address: 9451 Corbin Ave, Suite 100
Northridge, CA 91324

TEL: 714-999-3555

TEL: 800-321-2843

FAX: 714-520-5741

FAX: 818-704-9339

Exhibit A

PPO Member Plan

AUHSD MENTAL HEALTH & SUBSTANCE USE BENEFIT

MENTAL HEALTH/SUBSTANCE USE	IN-NETWORK	OUT-OF-NETWORK ⁴
Deductible	\$275/person & \$1,100/family	
Out of Pocket Maximum ^{1, 2, 3, 4, 5}	\$1,200 per individual per calendar year up to \$4,800 per individual per calendar year combined (plus deductible)	
3 EAP	\$0 copay	N/A
Outpatient	10% coinsurance	40% coinsurance of covered expenses
Sub-acute (Residential) ¹	10% coinsurance	40% coinsurance of covered expenses
Inpatient Hospital	10% coinsurance	40% coinsurance (Is 10% coinsurance the first 48 hours; 40% coinsurance after 48 hours, unless the member can't be moved safely) Emergency Only

1. Deductible is included in the Out of Pocket Maximum.
2. Once in network deductible of \$275 plus \$1,200 co-insurance (which is 10% of the out of pocket maximum) is met then 100% of covered expenses are paid. For out of network, once the deductible of \$275 plus \$4,800 co-insurance (which is 40% of the out of pocket maximum) is met then 100% of covered expenses are paid. This can be any amount between \$1,200 and \$4,800 if a member is seeing a combination of in and out of network providers.
3. Required that member call in to Holman to determine medically necessary care, to maximize benefits, subject to DMHC guidelines.
4. Any co-payments made for the treatment of mental and nervous disorder or substance abuse will be applied toward satisfying the out of pocket maximum.
5. After \$5,075 in out of pocket payments for covered expenses, for NON participating or Out of Network providers, 100% of covered expenses are paid.
6. RBRVs and DRGs are government approved reimbursement calculations for the reasonable and customary value of healthcare services rendered. They are based upon statistically credible information that is updated annually and takes into consideration:
 - a. The provider's training, qualifications and length of time in practice
 - b. The nature of services provided
 - c. The fees usually charged by the provider
 - d. Prevailing providers rates charged in general geographic areas in which services were rendered
 - e. Other aspects of the economics of the medical provider's proactive that are relevant and any unusual circumstances

Exhibit B

EPO Member Plan

AUHSD MENTAL HEALTH & SUBSTANCE USE BENEFIT

MENTAL HEALTH/SUBSTANCE USE	IN-NETWORK	OUT-OF-NETWORK ⁴
Out of Pocket Maximum ^{1, 2, 3}	\$2,000 per individual, per calendar year \$4,000 per family, (Two or more members of the same family. Not more than \$2,000 for any one member.)	
Outpatient	\$20 copay per visit	No Benefit
Sub-acute (100 Days Residential) ¹ Day Treatment Intensive Outpatient	\$0 copay, 100% covered	No Benefit
Inpatient Hospital	\$0 copay, 100% covered Out-of-Network is Emergency Only	
Ambulance Charges	No Charge (Covered by Medical)	
Emergency Room	\$150 copay per visit (Waived if admitted as an inpatient stay)	

1. Required that member call in to HPCC to determine medically necessary care, to maximize benefits, subject to DMHC guidelines.
2. Any co-payments made for the treatment of mental and nervous disorder or substance use will be applied toward satisfying the out of pocket maximum.
3. After \$2,000 per individual and \$4,000 per family, in out of pocket payments for covered expenses, for participating providers, 100% of covered expenses are paid. HPCC uses RBRVS (professional) and DRGs (hospital), to calculate reimbursement for Non-contracted providers. **Any disputes are to be negotiated directly with HPCC. Every effort will be made to ensure that enrollees of HPCC are not subject to balance billing practices for covered services.**
4. RBRVs and DRGs are government approved reimbursement calculations for the reasonable and customary value of healthcare services rendered. They are based upon statistically credible information that is updated annually and takes into consideration:
 - a. The provider's training, qualifications and length of time in practice
 - b. The nature of services provided
 - c. The fees usually charged by the provider
 - d. Prevailing providers rates charged in general geographic areas in which services were rendered
 - e. Other aspects of the economics of the medical provider's proactive that are relevant and any unusual circumstances

EXHIBIT C
EPO Member Plan

AUHSD

Blue Cross EPO Member Plan

**Evidence of Coverage
& Disclosure**

Outpatient & Inpatient
Behavioral Health Services

January 1, 2019



**Holman Professional
Counseling Centers**
Managed Behavioral Health Care Services

9451 Corbin Avenue, Suite 100
Northridge, California 91324
Tel: (800) 321-2843
Fax: (818) 704-9339

AUHSD Blue Cross EPO Member Plan

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the Group Plan Contract which has been entered into between the Anaheim Union High School District, hereafter called “AUHSD” and Holman Professional Counseling Centers, hereafter called “HPCC.” The Group Plan Contract must be consulted to determine the exact terms and conditions of coverage. Pursuant to California law, you have the right to view this EOC prior to enrollment in the HPCC Plan. This EOC discloses the terms and conditions of coverage and is only a summary of the terms of the HPCC Plan. Your Employer’s Subscriber Group Contract must be consulted to determine the exact terms and conditions of your coverage. Depending on whom you contact, a copy of the Group Plan Contract will be presented by HPCC or AUHSD to you upon request.

This Evidence of Coverage and Disclosure Form discloses the terms and conditions of coverage. Any Eligible has a right to view the Evidence of Coverage prior to enrollment. This Evidence of Coverage and Disclosure Form should be read completely and carefully. Eligibles with special health care needs should read the sections that apply to them carefully.

This Evidence of Coverage and Disclosure Form incorporates by reference and includes as part of the total Agreement, those benefits and coverages outlined in the Group Contract and Benefit Schedule. If you have any questions about your benefits or how to use them, please contact:

Holman Professional Counseling Centers
9451 Corbin Ave., Suite 100
Northridge, California 91324
(800) 321-2843

IMPORTANT: You can get an interpreter at no cost to talk to your doctor or Health Insurance Company. To get an interpreter or to ask about written information in (your language), first call your insurance company’s phone number at 1-800-321-2843. Someone who speaks (your language) can help you. If you need more help, call the Department of Insurance Hotline at 1-800-927-4357.

IMPORTANTE: Puede obtener la ayuda de un intérprete sin costo alguno para hablar con su médico o con su plan de salud. Para obtener la ayuda de un intérprete o preguntar sobre información escrita en español, primero llame al número de teléfono de su plan de salud al 1-800-321-2843. Alguien que habla español puede ayudarle. Si necesita ayuda adicional, llame al Centro de ayuda de EPO al 1-800-927-4357.

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DEFINITION OF TERMS

1. **Acute Condition.** A medical condition of limited duration that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention.
2. **Acute Psychiatric Hospital.** Health facility with a medical staff that provides 24-hour inpatient care for behavioral health care patients.
3. **Annual Benefit Maximum.** Total amount of money HPCC will pay for authorized behavioral health services provided to Enrollees by Providers per year. Enrollee will be responsible for any behavioral health services beyond this amount.
4. **Benefits Schedule.** Describes the available levels of treatments provided through a Group Plan Contract, along with required co-payments.
5. **Contracted Provider.** A person licensed as a psychiatrist, psychologist, clinical social worker, marriage and family therapist, nurse, other licensed health care professional or qualified autism service provider, professional or paraprofessional with appropriate training and experience in behavioral health services, and who has contracted with HPCC to deliver specified services to HPCC Enrollees.
6. **Coordination of Benefits.** The allocation of financial responsibility between two or more insurance companies or health care providers, each with a legal duty to pay for covered services provided to an Enrollee at the same time.
7. **Co-payment.** Fixed fee paid pursuant to this Agreement to a Provider by Enrollee at time of provision of behavioral health services, which are in addition to the premiums paid by AUHSD. Such fees may be a specific dollar amount or a percentage of total fees, depending on the type of services provided.
8. **Coverage Decision.** The approval or denial of health care services by a plan, or by one of its contracting providers, substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under the terms and conditions of the health care service plan contract.
9. **Covered Services.** Behavioral health services and supplies provided by Providers that are determined to be medically necessary and covered under a Group Plan Contract.
10. **Day Care Behavioral Health Services.** Includes the full range and scope of inpatient Behavioral Health Services, at both hospitals and facilities, except that the Enrollee stays overnight in a place other than the hospital or facility, usually, the Enrollee's home.
11. **Disputed Health Care Service.** Any health care service eligible for coverage and payment under a health care service plan contract that has been denied, modified, or delayed by a decision of the plan, or by one of its contracted providers, in whole or in part due to a finding that the service is not medically necessary.
12. **Eating Disorder.** For purposes of this manual, means the diseases of anorexia nervosa and bulimia nervosa and eating disorder not otherwise specified, as defined by the Diagnostic and Statistical Manual (DSM-IV).

13. Emergency. The sudden onset of severe behavioral health symptoms and impairment of functioning due to a mental disorder or chemical dependency such that the absence of immediate attention could reasonably be expected to result in any of the following:

- Enrollee's health is placed in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction to any bodily organ or part.

This includes an additional screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric emergency medical condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric emergency medical condition, within the capability of the facility.

14. Emergency Behavioral Health Services and Care. Includes the screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric emergency medical condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric emergency medical condition, within the capability of the facility.

15. Employer/Association/Union. An organization that has contracted with HPCC to provide behavioral health care services to its eligible members.

16. Enrollee. An Eligible member (and/or such eligible member's eligible dependents) of a Group who has contracted with HPCC to provide Behavioral Health Services to its Eligible Members. All Eligible Members/dependents must meet eligibility requirements, be enrolled in the Anthem Blue Cross Plan, and accept the financial responsibility for any copayment that may be incurred in treatment through the HPCC Plan.

17. Family Unit. Comprised of Enrollee plus Enrollee's eligible dependents.

18. Fraud. The deliberate submission of false information by a provider, enrollee, plan member, or other individual or entity, to gain an undeserved payment on a claim.

19. Group Plan Contract. Agreement between AUHSD and HPCC providing that HPCC will provide behavioral health care services for AUHSD's eligible members in exchange for Premium paid by AUHSD.

20. Group Therapy Session. Goal-oriented behavioral health services provided in a small group setting by an HPCC provider. Group therapy sessions can be made available to the enrollee in lieu of individual outpatient therapy when appropriate.

21. Hospital. A health care facility including any acute care hospital or acute psychiatric facility who has entered into a provider agreement with HPCC to deliver a full range of mental health services on an inpatient treatment basis.

22. Inpatient. An Enrollee receiving Inpatient Behavioral Health Services in a Hospital.

23. Inpatient Behavioral Health Services. Behavioral health services provided on a 24-hour basis at a Hospital including all procedures utilizing psychological principles and methods for the understanding, diagnosis, and treatment of Enrollees with Mental Disorders and alcohol, chemical dependence, substance abuse or mental health problems.

- 24. Language Assistance Program.** Plan shall establish and maintain an ongoing language assistance program to ensure Limited English Proficient (“LEP”). Enrollees have appropriate access to language assistance while accessing health care services as required by Language Assistance Program Regulations. Provider shall cooperate and comply, as applicable, with Plan’s language assistance program; however, HPCC shall maintain ongoing administrative and financial responsibility for implementing and operating on an ongoing basis the language assistance program for Enrollees.
- 25. Life Threatening Illness.** Includes 1) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted; or 2) diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.
- 26. Medical Detoxification.** Medically based supervised treatment for an unstable or acute medical condition resulting from withdrawal from chemical substances including drugs or alcohol.
- 27. Medically Necessary.** Except where state law or regulation requires a different definition, “Medically Necessary” or “Medical Necessity” shall mean mental health or substance related disorder services that a Licensed Mental Health Professional, exercising prudent clinical judgment, would provide to a member for the purpose of evaluating, diagnosing, or treating a mental or substance related disorder. Those services are:
- Appropriate and necessary for the diagnosis or treatment of the condition within standards of good clinical practice within the organization Behavioral Health community. They are also clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the member’s condition.
- 28. Mental Disorder.** A behavioral or psychological syndrome that causes significant distress or disability, or a significantly increased risk of suffering death, pain, or an important loss of freedom. The syndrome is considered to be a manifestation of some behavioral, psychological, or biological dysfunction in the person.
- 29. Mental Health Services.** Goal-oriented behavioral health services for the treatment of mental disorders including substance abuse.
- 30. Non-Contracted Provider.** Any provider not contracted with HPCC to deliver services to enrollees. Every effort will be made to ensure Enrollees are not subject to balance billing practices for services paid under the HPCC Agreement. A member may be liable to the non-contracted provider for the cost of services not covered by HPCC.
- 31. Outpatient Behavioral Health Services.** Outpatient Behavioral Health Services are those Behavioral Health Services that are provided by a Provider in his or her office or appropriate outpatient setting.
- 32. Premium.** Predetermined monthly membership fee paid by AUHSD for coverage under the Group Plan Contract.
- 33. Prior Authorization.** Approval of coverage from HPCC prior to the Enrollee obtaining covered services. Requests for prior authorization will be denied if not Medically Necessary, if in conflict with HPCC’s policies or otherwise are not covered services.

- 34. Provider.** A person licensed as a psychiatrist, psychologist, clinical social worker, marriage, family and child counselor, nurse, other licensed health care professional or qualified autism service provider, professional or paraprofessional with appropriate training and experience in behavioral health services, working individually or within a corporation, clinic, or group practice, who is employed or under contract with HPCC to deliver behavioral health services to Enrollees.
- 35. Qualified Autism Service Provider, Professional or Paraprofessional:** A health care provider under contract with HPCC who is acting within his or her scope of practice and who possesses adequate education, training and expertise (as defined by HPCC in accordance with applicable state regulation(s) pursuant to state law) related to the particular condition(s) of the Enrollee.
- 36. Qualified Health Care Professional.** A licensed health care provider who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular condition(s) of the Enrollee.
- 37. Residential Treatment Center.** A facility which provides a specific behavioral treatment program on a live-in basis pursuant to a written treatment plan approved and monitored by a practitioner, and which facility is also licensed, certified or approved as such by the appropriate state agency.
- 38. Serious Chronic Condition.** A medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that does either of the following:
1. Persists without full cure or worsens over an extended period of time;
 2. Requires ongoing treatment to maintain remission or prevent deterioration.
- 39. Serious Debilitating Illness.** Diseases or conditions that cause major irreversible morbidity.
- 40. Sub-Acute Care Facility.** Any licensed behavioral health, mental health or substance abuse residential treatment facility that has entered into a provider agreement with HPCC to deliver the full range of community treatment services, both on an inpatient and day care basis. Referral of Enrollees to a facility shall be made, where appropriate, as an alternative to hospital care.
- 41. Treatment Plan.** A written clinical presentation of the Provider's diagnostic impressions and therapeutic intervention plans. The behavioral health treatment plan is submitted routinely to the HPCC clinician for review as part of the concurrent review monitoring process.
- 42. Urgently Needed Behavioral Health Care Services.** Medically Necessary behavioral health services required outside of the service area to prevent serious deterioration of an Enrollee's behavioral health resulting from sudden onset of illness or injury manifesting itself by acute behavioral health symptoms of sufficient severity, such that treatment cannot be delayed until the Enrollee returns to the service area.
- 43. Utilization Management Committee (UMC).** A committee operating within HPCC whose function is to assure both quality and cost-effectiveness of treatment.
- 44. Visit Outpatient.** An outpatient session with a Provider conducted on an individual or group basis during which behavioral health services are delivered.

ELIGIBILITY

Who Is Eligible?

All members covered by Anthem Blue Cross EPO under AUHSD's Group Plan and their eligible dependents are enrolled with the HPCC plan if they have met the eligibility requirements defined by AUHSD and Anthem Blue Cross.

Who Is An Eligible Dependent?

For determination of who qualifies as an eligible dependent, please see the applicable section in your Anthem Blue Cross plan Evidence of Coverage booklet.

What If My Dependent Is Also A Covered Member?

You may not be covered as a member and dependent, and your dependents may not be covered by more than one member. If you are a member who is also a dependent, you will be insured solely as a member. If you and your spouse belong to different health care plans, each of your children, stepchildren and legally adopted children may be insured under one plan only. If two members and/or their dependents have dual HPCC coverage, all co-payments for HPCC network providers will be waived.

When Does Coverage Begin?

Coverage begins coincident with coverage under the AUHSD/ Anthem Blue Cross Plan. For late enrollment and special enrollment provisions, see the applicable section within the Anthem Blue Cross Plan Evidence of Coverage booklet.

Reinstatement Due To Member Status

If a member is terminated and he or she returns to active status as an AUHSD/ Anthem Blue Cross member, such member and his or her eligible dependents may again become eligible.

USING THE HPCC PLAN

Step 1:

HPCC wants to provide the best service possible to its Enrollees. HPCC can be reached twenty-four (24) hours a day, seven (7) days a week. Just dial HPCC's toll-free number, **1-800-321-2843**, to talk to a HPCC representative. Tell the HPCC representative that you are an Enrollee or an Eligible Dependent, and the name of your trust. The HPCC representative will gather basic information about you. You may obtain a list of available contracted providers & contracted providers with Law Enforcement experience at www.HolmanGroup.com, User Name: AUHSD and Password: AUHSD2015 to select a HPCC contracted provider. Once a HPCC contracted provider has been selected from the HPCC Website, HPCC must be called and informed of the providers selected by the AUHSD member.

Step 2: Emergencies, crisis or urgent care

If you have a medical emergency, you should dial "911" for the emergency response system if such an emergency service is established and operating in your area. If it is a **behavioral health emergency**, you must contact HPCC as soon as reasonably possible. HPCC must coordinate continuing and follow-up behavioral health services to emergency treatment. HPCC may elect to transfer you to an HPCC provider if such transfer would not create any unreasonable risk with your care as decided by HPCC's Medical Director. HPCC handles emergencies immediately upon contact.

Step 3:

If you have a non-emergency, call HPCC and explain the service you are interested in utilizing or the problem you are experiencing. The HPCC representative will ask you a series of questions to determine what treatment is Medically Necessary. Regular appointments are booked within a few working days of your call. An HPCC representative will call you back in most cases the same day you call in, and schedule your appointment with a Provider. All authorizations for non-emergency care will be decided within five (5) working days of the request. Upon enrollee request, HPCC will disclose its processes, including criteria and guidelines, for authorizing, modifying or denying services.

Step 4:

After the initial session(s) with an HPCC provider, the provider will submit a clinical assessment to HPCC's Outpatient or Inpatient Care Department. HPCC's Outpatient or Inpatient Care Department will review the clinical assessment. If your care is complete, your case will be turned over to HPCC's Utilization Review Department for record-keeping and quality assessment. If you require further treatment, HPCC's Utilization Review Department will send out a renewal form to the Provider. The provider will return the renewal form to the Outpatient or Inpatient Care Department with future treatment recommendations.

Step 5:

HPCC's Outpatient/Inpatient Care Department will review the treatment recommendation and approve the next set of sessions based on Medical Necessity. If future outpatient care is not Medically Necessary, your file will be turned over to HPCC's Utilization Management Committee (UMC) for a second review. If future inpatient care is not Medically Necessary, your file will be turned over to HPCC's Medical Director for a second review. The UMC or Medical Director will review, discuss, and assess your previous treatment and make sure that medical necessity was based on appropriate objective standards. If the UMC or Medical Director determines that more treatment is Medically Necessary, the treatment will be authorized within five (5) working days of the request. If the UMC or Medical Director determines that more treatment is not Medically Necessary, the treatment will be denied and you will be notified in writing of the reasons for the denial and shall be informed of the right to file a grievance with the Plan.

GENERAL PROVISIONS

Pre-payment Fees

AUHSD will pay monthly fees for each eligible member as stipulated in the Group Contract Agreement. These fees are renewable and negotiated as per the language in that same Agreement.

Co-payment

Enrollee and enrollee's eligible dependent(s) are responsible for the co-payment amounts specified in the Benefits Schedule (incorporated by reference). The co-payment amount may be a specific dollar amount or a percentage of the provider's charge depending on the service provided. The Enrollee will not be liable for any sums owed to the Provider by HPCC should HPCC default under the terms of its Provider Agreement. HPCC has systems in place so enrollees have one accumulated deductible and one out of pocket maximum amount. HPCC exchanges timely data with your primary medical plans. Your confirmation of your deductibles and co-payments are tracked on every Explanation of Benefits ("EOB") you receive. Please contact the HPCC at 1-800-321-2843 for any questions or need additional information.

Confidentiality

HPCC will maintain the confidentiality of all Enrollee records except to the extent that disclosure is authorized by the Enrollee in writing or is otherwise mandated or permitted by law.

A STATEMENT DESCRIBING HPCC'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Choice of Physicians and Providers

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED. An HPCC Clinician or Care Access Specialist will refer you to HPCC Providers in your community. Enrollees may choose a HPCC In-Network Provider from HPCC's web site. Enrollees can log into www.HolmanGroup.com, User Name: AUHSD and Password: AUHSD2015. If the Enrollee uses a Non-Contracted Provider, the Enrollee may choose which Non-Contracted Provider to use and is responsible for arranging for services to be rendered and for any charges incurred except as outlined in the Benefits Schedule.

Concurrent Reviews

In order to determine continuing medical necessity for your treatment, concurrent reviews will occur on a regular basis. During such reviews an HPCC clinician monitors the course of treatment to determine its effectiveness and the appropriateness of the level of care and continued medical necessity. The HPCC clinician must authorize all extended lengths-of-stay and transfers to different levels of care as well as any related additional services.

Enrollee Reimbursement Provisions

HPCC has made arrangements with its contracted providers to ensure that all bills are submitted directly to HPCC for payment. However, if an enrollee receives any behavioral health treatment from a non-contract provider, the enrollee may receive a bill for such services. The Enrollee must provide HPCC with a copy of the bill or claim as soon as possible. Enrollees should mail claims to: **Holman Professional Counseling Centers, 9451 Corbin Ave., Suite 100, Northridge, California 91324.**

Provider Compensation Procedure

HPCC provider hospitals, acute care, sub-acute care, and transitional care facilities, are all paid on a discounted fee-for-service or fixed charge per day. HPCC does not use or permit any type of financial bonuses or incentives in its contracts with providers. If an enrollee wishes to know more about reimbursement procedures, the Enrollee may request additional information from HPCC at **1-800-321-2843.**

Continuity of Care – Transition Assistance for New Enrollees

In order to provide transition with minimal disruption for enrollees who meet certain requirements to continue an active course of treatment with either a terminated provider or for new enrollees a non-participating provider a benefit transitional period. In the case of new enrollees, benefits will be provided at the new plan benefit level in this EOC. HPCC will make every effort to transition care for the employees who are utilizing a non-participating provider.

When a member has a need for care in an area that has a shortage of one or more types of providers, HPCC shall ensure timely access to covered health care services by referring enrollees to available and accessible contracted providers in neighboring areas consistent with patterns of practice for obtaining mental health care services in a timely manner appropriate for the member's needs. Also, in any such area where the plan's broad network has a pocket of no access for a member wanting to access services, the plan will immediately locate a suitable provider/facility and arrange a Letter of

Agreement (LOA) with such provider/facility. Additionally, should the services being requested be above and beyond what a Letter of Agreement entails, the Plan will immediately recruit and fully contract with providers/facilities to provide services for the enrollee. This action will ensure that the member has appropriate access to care as well as guarantee that the member will only be responsible for their applicable co-payments, co-insurance and deductibles.

In order for a provider to continue treating HPCC enrollees during a transition period the provider must agree in writing to:

- **provide or continue to provide the employee's treatment and follow-up care;**
- **shall or continue to share information regarding the treatment plan with HPCC;**
- **accept or continue to accept HPCC rates/fee schedules; and in the case of a terminated provider to;**
- **continue to abide by the terms and conditions of the prior contract.**

Continuity of Care for Enrollees Receiving Services at the Time of a Provider Termination

At the request of an enrollee who is undergoing an acute or serious chronic condition at the time of a provider termination, HPCC will provide for the continuation of covered services for a limited time with that terminated provider, as long as provider's termination was not for medical or criminal disciplinary action. HPCC will furnish the enrollee with Behavioral Health Services from the terminated provider for up to ninety (90) days or a longer period if necessary for a safe transfer to another provider as determined by HPCC in consultation with the terminated provider, and consistent with good professional practice. To request continued care from a terminated Provider, the Enrollee must contact HPCC at **1-800-321-2843**. Continuity of care for enrollees whose provider has been terminated will be provided in general accordance with the applicable "Continuity of Care after Termination of Provider" section in your Anthem Blue Cross Plan Evidence of Coverage Booklet.

Coordination of Benefits

If an Enrollee receives behavioral health benefits under another behavioral health care plan, benefits provided by HPCC will be coordinated with the benefits from the other behavioral health care plan. This may result in HPCC not being responsible for payment of amounts, which are the responsibility of the other behavioral health care plan. HPCC will coordinate your deductible with your primary health plan. If you have additional questions, do not hesitate to contact a HPCC Representative at 1-800-321-2843. Please see the applicable "Coordination of Benefits" section in your Anthem Blue Cross Plan Evidence Coverage Booklet for more information.

Charges for Missed Appointments (Contracted Providers Only)

An HPCC Contracted Provider will charge an enrollee the sum of thirty-five dollars (\$35.00) for any missed appointment, except in the case where the contracted provider is notified at least twenty-four (24) hours in advance of the appointment that it will not be kept or the failure to keep the appointment was due to circumstances beyond the Enrollee's reasonable control.

Annual Benefit Maximum

Payments for HPCC authorized services are limited to the combined annual and lifetime maximums stated in the Benefits Schedule.

Liability of Enrollee for Payment for Pre-Authorized Services

CALIFORNIA LAW PROVIDES THAT ENROLLEES ARE NOT LIABLE FOR ANY AMOUNT OWED BY HPCC TO ANY CONTRACT PROVIDER IN THE EVENT HPCC DOES NOT PAY FOR PRE-AUTHORIZED SERVICES. Authorized treatment by a provider shall not be rescinded or modified after the provider renders the service in good faith pursuant to the authorization.

Second Medical Opinions.

An Enrollee or participating provider, who is treating an Enrollee, may request a second medical opinion by an appropriately Qualified Health Care Professional. Reasons for a second opinion to be provided or authorized shall include, but are not limited to, the following:

- Reasonableness or necessity of recommended treatment is questioned;
- Diagnosis or treatment plan is questioned;
- Clinical indications are not clear or are complex and confusing;
- Treatment plan in progress is not improving the condition of the Enrollee within an appropriate period of time given the diagnosis and plan of care.

HPCC's decision to grant or deny the request for a second medical opinion will be delivered to the individual who requested the second medical opinion. In an emergency situation, the second opinion shall be rendered within seventy-two (72) hours after the receipt of the request. If the request for a second opinion is approved, the Enrollee will be responsible for all applicable co-payments. If the request for a second opinion is denied, the Enrollee will be notified in writing of the reasons for the denial and shall be informed of the right to file a grievance with the Plan. The request for a second medical opinion can be made by calling HPCC at **1-800-321-2843**, or by writing to: **Holman Professional Counseling Centers, Care Management Department, 9451 Corbin Ave., Suite 100, Northridge, California 91324.**

Renewal Provisions

The Group Plan Contract between AUHSD and HPCC is for a term of one year unless otherwise indicated. Unless terminated in one of the methods included in "Termination of Benefits," the Group Plan Contract will be renewed annually at such rates and upon such terms as may be agreed upon by HPCC and AUHSD at the time of renewal. AUHSD will notify Enrollees of any change to the Group Health Plan thirty (30) days prior to the effective date of change.

Termination of Benefits

Coverage and benefits for enrollee and enrollee's Eligible Dependents will end in the event of any of the following, except as provided for in the section, "Individual Continuation of Benefits." If your Employer fails to pay HPCC the appropriate premiums for you and/or your dependents, HPCC may terminate the benefits for you and/or your dependents if the Employer has been duly notified with the notice of cancellation and billed for the charge and at least a 30-day grace period has elapsed since the date of the receipt of the last premium payment. Coverage will continue during the grace period; however, the Employer will be still responsible to pay unpaid premiums and any copayments, coinsurance or deductible amounts required under the group plan contract. Grace period means a period of at least 30 days beginning no earlier than the first day after the last date of paid coverage to allow the Employer to pay an unpaid premium amount without losing healthcare coverage. At a minimum this grace period shall extend through the thirtieth (30th) day after the last date of paid coverage.

If HPCC withdraws a health benefit plan from the market, HPCC will notify the Employer, enrollees and the director at least 90 days prior to the discontinuation of the group contract. Notice of the decision to cease new or existing health benefit plans in the state is provided to the director, the Employer and the enrollees covered under this group plan contract at least 180 days prior to the discontinuation of this contract.

In the case of this group plan contract, violation of a material contract provision relating to employer contribution or group participation rates by the contract holder or employer.

Should there be a nonpayment of premiums by the Employer to HPCC, HPCC will send the Employer a notice of consequences for nonpayment of premiums. Notice of consequences for nonpayment of premiums means notice sent by HPCC to the Employer that the Group Plan Contract will be cancelled, rescinded or not renewed unless the premium amount due is received by HPCC no later than the last day of the Grace Period. Your benefits will continue until the last day of the Grace Period.

Enrollee Termination for Non-Eligibility

An Enrollee's coverage may terminate for any of the following reasons:

- The Enrollee no longer meets the eligibility requirements established by AUHSD/ Anthem Blue Cross plan.

Ending Coverage – Special Circumstances for Enrolled Dependents

Eligible Dependents terminate on the same date of termination as the Enrollee. If there is a divorce, the spouse loses eligibility. Dependent children lose their eligibility if they marry or reach the limiting age established by AUHSD and do not qualify for extended coverage as a student dependent or as a disabled dependent.

Termination for Good Cause

HPCC has the right to terminate your coverage under this Plan in the following situations:

- **Failure to Pay.** Your coverage may be terminated for employer's nonpayment of required premiums owed to HPCC if your employer has been duly notified and billed for the charge and at least a 30-day grace period has elapsed since the date of the receipt of the last premium payment.. Coverage will continue during the grace period; however, the Employer will be still responsible to pay unpaid premiums and any copayments, coinsurance or deductible amounts required under the group plan contract.
- **Fraud or Misrepresentation.** Your coverage may be terminated if you knowingly provide false information (or misrepresent a meaningful fact) in the enrollment process or fraudulently or deceptively use services or facilities of HPCC and/or its Contracted Providers (or knowingly allow another person to do the same.) If coverage is terminated for the above reasons, you forfeit all rights to enroll in the COBRA Plan and lose the right to re-enroll with HPCC in the future.
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If coverage is terminated for good cause, you forfeit all rights to enroll in the COBRA Plan and lose the right to re-enroll with HPCC in the future.

Cancellation of AUHSD Contract

Continuing coverage under this Plan is subject to the terms and conditions of AUHSD's Group Contract with HPCC. If the Group Contract is cancelled, coverage for you and all your Eligible Dependents will end after a written notice of termination of coverage is given and a **30-day grace period has elapsed since the date of the receipt of the last premium payment. Coverage will continue during the grace period**

If an Enrollee's eligibility is terminated for any of the above reasons, the Enrollee will be notified in writing and informed of the effective termination date. Coverage of the Enrollee's dependents will end when Enrollee's coverage ends. However, termination of a dependent's coverage only, will not affect the other enrolled family members. Any member who is undergoing treatment in a hospital at the time of cancellation will continue to be covered under the terms of the Agreement until discharge.

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It is the responsibility of Employer to notify the enrollee of the termination of this group contract. In the event we provide notice of cancellation, within five business days, for non-payment of premium to the Employer, Employer agrees to promptly mail a legible, true copy of the notice of cancellation to all enrollee at their current address. The notice of cancellation will include:

- Effective date of the cancellation and grace period; the date of the last day of paid coverage
- The reason for cancellation, including reference to the applicable clause in this Agreement;
- The dollar amount due to the Plan
- The date the grace period begins and expires. Grace period means a period of at least 30 days beginning no earlier than the first day after the last date of paid coverage to allow the Employer to pay an unpaid premium amount without losing healthcare coverage. At a minimum this grace period shall extend through the thirtieth (30th) day after the last date of paid coverage.
- The obligations of the enrollee or group contract holder during the grace period (if any)
- A statement that the cause for cancellation was not due to the enrollees health status or requirements for health services;
- That a enrollee who alleges that cancellation was due to the enrollees health status may request a review of cancellation by the Department of Managed Health Care;

Under no circumstances will an Enrollee be terminated due to health status or the need for services. Any Enrollee who believes his or her enrollment has been terminated due to health status or required services may request a review of the termination by the California Department of Managed Health Care.

Right to Request Review of Rescission, Cancellation, or Nonrenewal of Your Enrollment or Subscription.

If you believe that your health plan enrollment or subscription has been, or will be, improperly rescinded, canceled, or not renewed, you have the right to file a complaint. A complaint is also called a grievance or an appeal.

The DMHC oversees EPO and other plans in California and protects the rights of EPO enrollees. You can file a complaint with the DMHC if:

- You are not satisfied with HPCC's decision about your complaint, or;
- You have not received the decision with 30 days, or within 3 days if the problem is urgent.
- The DMHC may allow you to submit a complaint directly to the DMHC, even if you have not filed a complaint with your health plan, if the DMHC determines that your problem requires immediate review.

An optional DMHC complaint form is available at www.healthhelp.ca.gov.

For help, contact:

**Help Center, DMHC
980 Ninth St., Ste. 500
Sacramento, CA. 95814-2725
1-888-466-2219
TDD: 1-877-688-9891
Fax: 1-916-255-5241
www.healthhelp.ca.gov**

There is no charge to call. Help is available in many languages.

Individual Continuation of Benefits: Federal COBRA Provisions

A member or member's dependents, **other than a domestic partner, and a child of a domestic partner**, may choose to continue coverage under the agreement if your coverage would otherwise end due to a Qualifying Event, listed below. For more information please refer to the applicable section "Keeping Anthem Blue Cross HPO After your Coverage Status Changes" in your Anthem Blue Cross Plan Evidence of Coverage Booklet for more information.

The Federal Consolidated Omnibus Budget Reconciliation Act of 1985 provides for the continuation of health insurance coverage for eligible enrollees and their dependents, of trusts with 20 and over eligible enrollees, for a defined period of time after certain qualifying events occur. Ordinarily, an Enrollee's benefits will cease when AUHSD's coverage terminates or under any other circumstance listed in "Termination of Benefits". However, in the case of certain qualifying events, a qualified Enrollee and Enrollee's Eligible Dependents may be able to continue group plan coverage under federal COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) provisions for a limited time, if Enrollee agrees to pay the Premium for such coverage. A qualified enrollee is an enrollee, who on the day before a qualifying event, is an enrollee in a group benefit plan offered by a health care service plan, and who has a qualifying event. A qualifying event is limited to the following: death of covered Enrollee; termination of membership for reasons other than gross misconduct; divorce or legal separation of the covered Enrollee from the covered Enrollee's spouse; or loss of dependent status by a dependent enrolled in the Group Plan.

The qualified Enrollee shall, upon election, be able to continue his or her coverage under AUHSD's Group Plan Contract, subject to the Group Plan's terms and conditions, for a limited amount of time. The Enrollee must elect COBRA coverage by notifying AUHSD in writing within sixty (60) days of the date of the qualifying event. The written request must be delivered by first-class mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within the sixty (60) day period following the later of 1) the date that the Enrollee's coverage under the group plan contract terminated or will terminate by reason of a qualifying event, or 2) the date the Enrollee was sent notice of the ability to continue coverage under the Group Plan Contract. The failure to notify AUHSD within the required sixty (60) days will disqualify the qualified beneficiary from receiving continuation coverage under COBRA provisions. An Enrollee electing continuation shall pay to AUHSD in accordance with the terms and conditions of the group plan contract, the amount of the required Premium payment. The Enrollee's first Premium payment required to establish Premium payment shall be delivered by first-class mail, certified mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within forty-five (45) days of the date the qualified beneficiary provided written notice to AUHSD, of the election to continue coverage, in order for coverage to be continued under COBRA provisions.

The first Premium payment must equal an amount sufficient to pay any required Premiums and all Premiums due, and failure to submit the correct Premium amount within the forty-five (45) day period will disqualify the Enrollee from receiving continuation coverage pursuant to COBRA provisions. Enrollees whose continuation coverage terminates under a prior Group Plan may continue their coverage for the balance of the period that the Enrollee would have remained covered under the prior Group Plan. Enrollees electing to continue coverage must notify AUHSD in writing and pay to AUHSD the required Premium payments. The continuation coverage will terminate if the Enrollee fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to, the new Group Plan Contract within thirty (30) days of receiving notice of the termination of the prior group plan contract. A qualified enrollee can request Cal-Cobra at the conclusion of their Federal Cobra benefits explained below.

Cal-Cobra Provisions (applicable only to California enrollees)

For more information please refer to the applicable section “Keeping Anthem Blue Cross PPO After your Coverage Status Changes” in your Anthem Blue Cross Plan Evidence of Coverage Booklet.”

The California Continuation Benefits Replacement Act (Cal-COBRA) provides that continued access to health insurance coverage is provided to enrollees, and their dependents, of Insurance trusts with 2 to 19 eligible members who are not currently offered continuation coverage under the federal COBRA, and those eligible enrollees who have exhausted their Federal COBRA benefits.

For a California qualified enrollee whose Cal-COBRA coverage begins on or after January 1, 2003, and who has exhausted continuation coverage under COBRA, the enrollee may extend their Cal-COBRA coverage for up to 36 months after the date the qualified enrollee’s benefits under a group plan health contract would otherwise have ended because of a qualifying event if the enrollee agrees to pay the Premium for such coverage. A qualified enrollee is an enrollee, who on the day before a qualifying event is an enrollee in a group benefit plan offered by a health care service plan, and who has a qualifying event. A Cal-COBRA qualifying event is limited to the following: death of covered enrollee, termination of membership for reasons other than gross misconduct; divorce or legal separation of the covered enrollee from the covered enrollee’s spouse, or loss of dependent status by a dependent enrolled in the group plan.

The qualified enrollee must notify AUHSD within 60 days of the date of the qualifying event. Failure to make such notification within the required 60 days will disqualify the enrollee from receiving continuation coverage. A qualified enrollee who wishes to continue coverage under the group benefit plan must request the continuation in writing and deliver the written request, by first-class mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within the 60-day period following the later of (1) the date that the enrollee’s coverage under the group benefit plan terminated or will terminate by reason of a qualifying event, or (2) the date the enrollee was sent notice of the ability to continue coverage under the group benefit plan.

A qualified beneficiary electing continuation shall pay to AUHSD the required Premium on or before the due date of each payment but not more frequently than on a monthly basis. The Premium will not be more than 110 percent of the applicable rate charged for a covered member or, in the case of dependent coverage, not more than 110 percent of the applicable rate charged to a similarly situated individual under the group benefit plan being continued under the group contract. In the case of a qualified beneficiary who is determined to be disabled pursuant to Title II or Title XVI of the United States Social Security Act, the qualified beneficiary shall be required to pay to their trust an amount no greater than 150 percent of the group rate after the first 18 months of continuation coverage provided pursuant to this section.

The qualified enrollee's first Premium payment required to establish Premium payment shall be delivered by first-class mail, certified mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within 45 days of the date the qualified enrollee provided written notice to AUHSD of the election to continue coverage. The first Premium payment must equal an amount sufficient to pay any required Premiums and all Premiums due, and failure to submit the correct Premium amount within the 45-day period will disqualify the qualified beneficiary from receiving continuation coverage. In the event the qualified enrollee does not receive information from AUHSD, i.e. Premium amount and due date, the qualified enrollee should contact HPCC using the contact information provided below.

Individuals not eligible for Cal-COBRA are those who: are entitled to Medicare benefits; have other hospital, medical, or surgical coverage; are eligible for federal COBRA; are eligible for coverage under Chapter 6A of the Public Health Service Act; fail to meet the specified time limits for electing coverage; and, fail to submit the correct premium amount required.

Enrollees whose continuation coverage terminates under a prior group plan may continue their coverage for the balance of the period that the enrollee would have remained covered under the prior group plan. Enrollees electing to continue coverage must notify AUHSD in writing and pay to AUHSD the required Premium payments. The continuation coverage will terminate if the enrollee fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to, the new group plan contract within thirty (30) days of receiving notice of the termination of the prior group plan contract.

For more information on how to extend their COBRA coverage, the enrollee should contact Lisa Solomon by phone at 1-800-321-2843, or in writing at Holman Professional Counseling Centers, 9451 Corbin Ave., Suite 100. Northridge, CA 91324.

EXCLUSIONS

1. Late Cancel/No-Show Penalty. Except in those cases where the enrollee notifies the Contracted/In-Network Provider at least twenty-four (24) hours in advance that the scheduled session will not be kept or the failure to keep the appointment was due to circumstances beyond the Enrollee's reasonable control, the Enrollee will be charged the sum of thirty-five dollars (\$35.00) directly by the Contracted Provider for scheduled sessions that are **not** kept.
2. Services provided by Non-Contracted Providers except for those that qualify as emergency behavioral health treatment hospital admissions or otherwise authorized by HPCC are not a covered benefit.
3. Treatments which do not meet national standards for behavioral health professional practice are not a covered benefit.
4. Treatment sessions provided by computer Internet services are not a covered benefit, unless specifically pre-authorized.
5. Court ordered inpatient and outpatient treatment is covered only when Medically Necessary. Reporting to the court and interacting with the court are not covered services under this Agreement.

6. Academic or educational testing; services to remedy an academic or educational problem are not a covered benefit.
7. Psychotherapy used as professional training and not for the treatment of a medical or mental condition is not a covered benefit.
8. Use of sexual surrogate, sexual treatment of sexual offenders or perpetrators of sexual violence are not a covered benefit. Reporting to the court and interacting with the court are not covered services under this Agreement.
9. Pastoral or spiritual counseling by an unlicensed, non-contracted provider will not be covered under this benefit plan.
11. All non-prescription and prescription drugs prescribed in connection with an enrollee's treatment are not a covered benefit.
12. Therapy specifically for the sole purpose of consciousness raising.
13. Surgery, acupuncture, physical therapy, or occupational therapy are not covered benefits.
14. Neurological services and tests, including but not limited to: EEGs, PET scans, beam scans, MRIs, skull X-rays, and lumbar punctures are not covered benefits.
15. Work, career, employment, or professional related evaluations, treatments, or counseling for non-medical purposes are NOT covered benefits.
16. Acute care hospital benefit is limited to emergency services only. Emergency services include all hospital treatment and hospital ancillary services necessary to stabilize an emergent condition. Authorization is not required for emergencies.
17. Bio-feedback & Neuro-feedback must be specifically preauthorized.
18. Anorexia nervosa and Bulimia nervosa is limited to the psychological factors and disturbances in eating disorders. Medical conditions resulting from eating disorders are not a covered benefit.
19. Any service that is not Medically Necessary even though it is not specifically listed as an exclusion or limitation.
20. Any service that is not specifically listed as a covered benefit.
21. HPCC is the decider of Medical Necessity subject to the DMHC review process.
22. Behavioral Health Treatment used for purposes of providing or for the reimbursement of respite, day care, or educational services or to reimburse a parent for participating in the treatment program are not covered benefits.

ENROLLEE GRIEVANCE PROCESS

FILING GRIEVANCES: All Enrollees will have reasonable access to the filing of a complaint. Enrollees shall have up to 180 calendar days following any incident or action that is the subject of the
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enrollee's dissatisfaction to file a grievance with HPCC. Complaints may be reported to any HPCC staff member in person, or by telephone by calling (800) 321-2843. Also, complaints may be submitted in writing to Holman Professional Counseling Centers, 9451 Corbin Ave., Suite 100, Northridge, CA 91324, or via the Plan's secure website at www.Holmnagroup.com. A HPCC staff member will then immediately direct the complaint to the Compliance Specialist. The Plan's address, telephone number and procedures for initiating complaints are communicated in the Enrollee benefit book. Grievance Complaint forms are also available from all Plan Providers (Grievance Complaint Forms are included in the initial packet of documents provided to contracted providers). In addition, grievance forms are placed on HPCC's website. Additionally, providers are sent a mailing notification informing them that the grievance forms in their packets should be copied and made available to enrollees upon request or when indicated (via concerns voiced) by the enrollee. Grievance Forms and a description of the grievance procedure shall be readily available at each facility of the plan, on the plan's website, and from each contracting provider's office or facility. Grievance forms shall be provided promptly upon request. Enrollees will be updated of any revisions to the grievance process-whether it be by sending the updated grievance policy and/or Evidence of Coverage detailing the changes in the grievance policy. HPCC shall assure that there is no discrimination against an enrollee or subscriber (including cancellation of the contract) on the grounds that the complainant filed a grievance.

Resolution of Grievance: Grievances will be directed to the Compliance Specialist. The Compliance Specialist will work together with the Enrollee to resolve the issue if possible. All grievances will be referred to the Grievance Committee, unless the grievance is resolved within 24 hours and/or the enrollee declines the grievance process. HPCC will mail out to the enrollee a written acknowledgement of receipt of the grievance within five (5) calendar days (Acknowledgement Letter). The acknowledgment will advise the complainant that the grievance has been received, the date of receipt, and provide the name of the HPCC representative, telephone number and address of the HPCC representative who may be contacted about the grievance. The enrollee will be advised when the committee will be meeting regarding their grievance and include a brief description of their grievance in the letter. The Grievance Committee will review the grievance and within thirty (30) days from HPCC's receipt of the grievance, HPCC will send a written notice of the resolution. If the grievance is denied, the notice will explain why the grievance was denied and how the Enrollee may appeal the decision of the Grievance Committee. An Enrollee may submit a grievance to the Department of Managed Health Care for review, after completing HPCC's grievance process or after having participated in HPCC's grievance system for thirty (30) calendar days. Mail grievances to: **HPCC, 9451 Corbin Ave., Suite 100, Northridge, California, 91324**

Arbitration: *If the Enrollee remains dissatisfied with the decision, the Enrollee may submit a request to HPCC to submit the grievance to binding Arbitration before the American Arbitration Association. Pursuant to California law a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than \$200,000 must decide any claim of up to \$200,000. However, after a request for arbitration has been submitted, HPCC and the Enrollee may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two party-appointed arbitrators or a panel of three neutral arbitrators or another multiple arbitrator system mutually agreeable to the parties. The Enrollee shall have three (3) business days to rescind the waiver agreement unless the agreement has also been signed by the Enrollee's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, HPCC may assume all or part of the Enrollee's share of the fees and expenses of the neutral arbitrator provided the Enrollee has submitted a hardship application with the American Arbitration Association. The American Arbitration Association shall determine the approval or denial of a hardship application. A hardship application may be obtained by contacting the American Arbitration Association in Los Angeles at 213-383-6516, in Orange County at 714-474-5090, in San Diego at 619-239-3051 and in San Francisco at 415-981-3901.*

If the Enrollee does not request arbitration within six months from the date of the Grievance Resolution Notice, the decision of the Committee shall be final and binding. However, if the Enrollee has legitimate health or other reasons which would prevent them from electing binding arbitration in a timely manner, the Enrollee will have as long as necessary to accommodate his or her special needs in order to elect binding arbitration. Further, if the Enrollee seeks review by the Department of Managed Health Care, the Enrollee will have an additional ninety (90) days from the date of the final resolution of the matter by the Department of Managed Health Care to elect binding arbitration. Upon submission of a dispute to the American Arbitration Association, both the Enrollee and HPCC agree to be bound by the rules of procedure and decision of the American Arbitration Association.

Full discovery shall be permitted in preparation for arbitration pursuant to California Code of Civil Procedure, Section 1285.05.

California Health and Safety Code Section 1361.1 requires that any arbitration agreement include the following notice based on California Code of Civil Procedures 1295(a): It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration."

If your coverage is provided under an employer sponsored plan subject to ERISA, certain disputes may not be subject to the Binding Arbitration provision found herewith.

Expedited Grievance Review: For cases involving an imminent and serious threat to the health of the enrollee, including, but not limited to, severe pain, potential loss of life, limb, or major bodily function, HPCC provides expedited review. When HPCC has notice of a case requiring expedited review, HPCC shall immediately inform the enrollee in writing of their right to notify the Department of Managed Health Care of the request. For these cases, HPCC will provide the Enrollee and the Department with a written statement on the disposition or pending status of the request no later than three (3) days from receipt.

Treatment Denials: If a Provider or Enrollee notifies HPCC of a dissatisfaction regarding a treatment authorization denial, it will be directed to the assigned staff. HPCC will work together with the Provider and/or Enrollee to resolve the complaint. Within thirty (30) days from HPCC's receipt of the complaint, HPCC will send the Provider and/or Enrollee a written notice of the resolution. If the Provider or Enrollee's complaint is denied, the notice will explain how the Provider or Enrollee may appeal the decision.

Treatment Denial Appeals: If the Provider/Enrollee is dissatisfied with HPCC's resolution of the treatment denial, the Provider/Enrollee may file an Appeal by notifying HPCC of his/her dissatisfaction. The Appeal will be determined by a HPCC staff psychiatrist for inpatient care or by the HPCC doctoral level staff practitioner for outpatient care. Written notice of the Appeal Committee's decision will be sent to the Provider/Enrollee within thirty (30) days of receipt of the appeal notice.

Expedited reviews of treatment denials are available to Providers and/or Enrollees. In these cases, HPCC will provide verbal resolution within eight (8) business hours of HPCC's receipt of necessary information to make an informed decision and in writing within two (2) days of receipt.

California Department of Managed Health Care: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against HPCC, you should first telephone HPCC at **(1-800-321-2843)** and use HPCC grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by HPCC, or a grievance that has remained unresolved for more than thirty (30) days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by HPCC related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-EPO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet website **<http://www.hmohelp.ca.gov>** has complaint forms, IMR application forms and instructions online. HPCC also has these forms available and will furnish them as appropriate and required.

An Enrollee, or the agent acting on behalf of the Enrollee, may also request voluntary mediation with the Plan prior to exercising the right to submit a grievance to the Department. The use of mediation services shall not preclude the right to submit a grievance to the Department upon completion of mediation. In order to initiate mediation, an Enrollee, or the agent acting on behalf of the Enrollee, and the Plan shall voluntarily agree to mediation. Expenses for mediation shall be borne equally by both sides. The Department shall have no administrative or enforcement responsibilities in connection with the voluntary mediation process authorized by this paragraph.

Claims Disclosure Notice Required By ERISA: If this plan is subject to ERISA, ERISA applies some additional claim procedure rules. For these additional rules set forth by ERISA, see applicable section in Anthem Blue Cross Plan Evidence of Coverage booklet entitled "Claims Disclosure Notice Required by ERISA."

HPCC's Public Policy Committee: HPCC operates a Public Policy Committee that is mandated to maintain professional standards. It functions as an open forum to provide Enrollees with an opportunity to discuss prevailing societal issues, difficulties with current policies, and additional available services. The purpose of the Public Policy Committee is to ensure the comfort, dignity, and convenience of persons relying upon HPCC for behavioral health care services. In order to assure Enrollee participation in Plan policy, the Public Policy Committee shall consist of the following members: HPCC Vice President of Sales & Client Services staff and a minimum of three current Enrollees. The Vice President of Sales & Client Services selects the Enrollee members of the Public Policy Committee. Any Enrollee interested in the Public Policy Committee may direct their request in writing to: **HPCC, 9451 Corbin Ave., Suite 100, Northridge, California, 91324.**

Language Assistance Program ("LAP"):

The Department of Managed Health Care ("DMHC") of California added Section 1300.67.04 (Language Assistance Programs) to Title 28 California Code of Regulations. This regulation requires health care service Plans to implement policies, procedures and quality improvement efforts in regards to assisting those who are Limited English Proficient ("LEP"). The DMHC regulations require California health Plans to set up a system where services, materials, and information are provided to members in a language that they speak and understand.

In accordance with the DMHC regulations, the Plan has identified its threshold language(s) which comprise five (5) percent of its Enrollee Population. All vital documents, as identified by the DMHC, will be translated into the threshold language. All non-vital documents will contain a notice at the bottom of said document (in the threshold language(s)) informing the member how to request a translation of the document.

The Plan has established a free Language Assistance Program and made the following resources available for LEP individuals: Translations (in the threshold languages), Interpreters, and Bilingual staff/Providers. These resources are available for all persons who request these services at any of our points of contact.

Antifraud Policy and Procedures:

HPCC makes every effort to detect, investigate, and prosecute any incidents of fraud at any level within its behavioral health care service. Fraud hurts everyone through higher taxes to fund government health care plans and higher premiums for private health coverage. In order to insure that our Enrollees do not have to pay for the high cost of fraud, we encourage you to report fake claim schemes. We are here to help you recognize and report any incidents or suspected incidents of fraud you discover. If you notice that a claim submitted to HPCC by your Provider's office includes a charge for a therapy session you did not receive, you may have detected health care fraud. The first step is to notify your Provider of the incorrect charge. The second step is to notify HPCC at **1-800-321-2843**. HPCC wants your help to identify potentially fraudulent or abusive claim activities. If you know or suspect illegal or wrongful billing practices by a Provider or an Enrollee, please tell us. We will treat any information you provide with strict confidentiality. We promise not to disclose your identity unless you are willing to voluntarily give us your written permission. Furthermore, state and federal laws protect the confidentiality of your medical records. We will not release any medical information without lawful authorization.

HPCC contracts with a special investigator trained in fraud investigation to assist us in investigating fraud. In the event that HPCC detects any fraudulent activity on the part of a Provider, the Provider's contract with HPCC will be terminated. If HPCC detects any fraudulent activity on the part of an Enrollee, HPCC will deny Enrollee any additional benefits under Enrollee's Group Health Plan. Additionally, HPCC will prosecute fraud to the fullest extent of the law. We also cooperate with all government agencies in a combined effort to prevent and prosecute fraud on the part of both Providers and Enrollees.

Organ and Tissue Donation.

Approximately 77,000 people in the U.S. are on the national waiting list for an organ. An average of 15 people die every day because not enough organs are available. Organ and tissue transplantation saves lives. For example, about 60 people receive life-enhancing organ transplants each day and about 82% of patients who receive a donated kidney are still alive 5 years later.

For more information on how to become an organ and tissue donor, visit the U.S. Department of Health and Human Services web site at www.organdonor.gov or call: 1-888-ASK-HRSA (1-888-275-4772.).

BENEFIT SCHEDULE

PRINCIPAL BENEFITS AND COVERAGES

EPO Member Plan

**AUHSD
MENTAL HEALTH & SUBSTANCE USE BENEFIT**

MENTAL HEALTH/SUBSTANCE USE	IN-NETWORK	OUT-OF-NETWORK ⁴
Out of Pocket Maximum ^{1, 2, 3}	\$2,000 per individual, per calendar year \$4,000 per family, (Two or more members of the same family. Not more than \$2,000 for any one member.)	
Outpatient	\$20 copay per visit	No Benefit
Sub-acute (100 Days Residential) ¹ Day Treatment Intensive Outpatient	\$0 copay, 100% covered	No Benefit
Inpatient Hospital	\$0 copay, 100% covered Out-of-Network is Emergency Only	
Ambulance Charges	No Charge (Covered by Medical)	
Emergency Room	\$150 copay per visit (Waived if admitted as an inpatient stay)	

1. Required that member call in to HPCC to determine medically necessary care, to maximize benefits, subject to DMHC guidelines.
2. Any co-payments made for the treatment of mental and nervous disorder or substance use will be applied toward satisfying the out of pocket maximum.
3. After \$2,000 per individual and \$4,000 per family, in out of pocket payments for covered expenses, for participating providers, 100% of covered expenses are paid. HPCC uses RBRVS (professional) and DRGs (hospital), to calculate reimbursement for Non-contracted providers. Any disputes are to be negotiated directly with HPCC. Every effort will be made to ensure that enrollees of HPCC are not subject to balance billing practices for covered services.
4. RBRVs and DRGs are government approved reimbursement calculations for the reasonable and customary value of healthcare services rendered. They are based upon statistically credible information that is updated annually and takes into consideration:
 - a. The provider's training, qualifications and length of time in practice
 - b. The nature of services provided
 - c. The fees usually charged by the provider
 - d. Prevailing providers rates charged in general geographic areas in which services were rendered
 - e. Other aspects of the economics of the medical provider's proactive that are relevant and any unusual circumstances

Reimbursement of Non-Contracted Providers. UMC approved Non-Contracted Providers must submit their bills within 180 days of service being rendered in order to be considered eligible for payment. Bills must outline all services provided on a daily basis. Bills may be mailed to: Professional Counseling Centers, 9451 Corbin Ave., Ste. 100, Northridge, CA. 91324

Assumption of Risk/Liability

The enrollee may be liable to the non-contracted provider for the cost of services if services provided by the non-contracted providers are not previously approved by HPCC (unless it is a condition requiring emergency care which does not require Prior Authorization).

Notice to Enrollees:

Federal law requires all employer benefit plan administrators to furnish each enrollee receiving benefits under the plan, a copy of a summary plan description. This summary plan description constitutes only a brief overview of the provisions of the Group Plan Contract that has been entered into between AUHSD and HPCC. The Group Plan Contract must be consulted to determine the exact provisions of the Group Plan Contract. Depending upon whom you contact, The HPCC or AUHSD, will present a copy of the Group Plan Contract to you upon request.

EXHIBIT C

PPO Member Plan

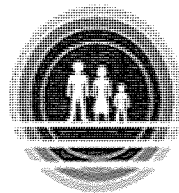
AUHSD

Blue Cross PPO Member Plan

Evidence of Coverage & Disclosure

Outpatient & Inpatient
Behavioral Health Services

January 1, 2019



**Holman Professional
Counseling Centers**

Managed Behavioral Health Care Services

9451 Corbin Avenue, Suite 100
Northridge, California 91324
Tel: (800) 321-2843
Fax: (818) 704-9339

AUHSD Blue Cross PPO Member Plan

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the Group Plan Contract which has been entered into between the Anaheim Union High School District, hereafter called “AUHSD” and Holman Professional Counseling Centers, hereafter called “HPCC.” The Group Plan Contract must be consulted to determine the exact terms and conditions of coverage. Pursuant to California law, you have the right to view this EOC prior to enrollment in the HPCC Plan. This EOC discloses the terms and conditions of coverage and is only a summary of the terms of the HPCC Plan. Your Employer’s Subscriber Group Contract must be consulted to determine the exact terms and conditions of your coverage. Depending on whom you contact, a copy of the Group Plan Contract will be presented by HPCC or AUHSD to you upon request.

This Evidence of Coverage and Disclosure Form discloses the terms and conditions of coverage. Any Eligible has a right to view the Evidence of Coverage prior to enrollment. This Evidence of Coverage and Disclosure Form should be read completely and carefully. Eligibles with special health care needs should read the sections that apply to them carefully.

This Evidence of Coverage and Disclosure Form incorporates by reference and includes as part of the total Agreement, those benefits and coverages outlined in the Group Contract and Benefit Schedule. If you have any questions about your benefits or how to use them, please contact:

Holman Professional Counseling Centers
9451 Corbin Ave., Suite 100
Northridge, California 91324
(800) 321-2843

IMPORTANT: You can get an interpreter at no cost to talk to your doctor or Health Insurance Company. To get an interpreter or to ask about written information in (your language), first call your insurance company’s phone number at 1-800-321-2843. Someone who speaks (your language) can help you. If you need more help, call the Department of Insurance Hotline at 1-800-927-4357.

IMPORTANTE: Puede obtener la ayuda de un intérprete sin costo alguno para hablar con su médico o con su plan de salud. Para obtener la ayuda de un intérprete o preguntar sobre información escrita en español, primero llame al número de teléfono de su plan de salud al 1-800-321-2843. Alguien que habla español puede ayudarle. Si necesita ayuda adicional, llame al Centro de ayuda de PPO al 1-800-927-4357.

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DEFINITION OF TERMS

1. **Acute Condition.** A medical condition of limited duration that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention.
2. **Acute Psychiatric Hospital.** Health facility with a medical staff that provides 24-hour inpatient care for behavioral health care patients.
3. **Annual Benefit Maximum.** Total amount of money HPCC will pay for authorized behavioral health services provided to Enrollees by Providers per year. Enrollee will be responsible for any behavioral health services beyond this amount.
4. **Benefits Schedule.** Describes the available levels of treatments provided through a Group Plan Contract, along with required co-payments.
5. **Contracted Provider.** A person licensed as a psychiatrist, psychologist, clinical social worker, marriage and family therapist, nurse, other licensed health care professional or qualified autism service provider, professional or paraprofessional with appropriate training and experience in behavioral health services, and who has contracted with HPCC to deliver specified services to HPCC Enrollees.
6. **Coordination of Benefits.** The allocation of financial responsibility between two or more insurance companies or health care providers, each with a legal duty to pay for covered services provided to an Enrollee at the same time.
7. **Co-payment.** Fixed fee paid pursuant to this Agreement to a Provider by Enrollee at time of provision of behavioral health services, which are in addition to the premiums paid by AUHSD. Such fees may be a specific dollar amount or a percentage of total fees, depending on the type of services provided.
8. **Coverage Decision.** The approval or denial of health care services by a plan, or by one of its contracting providers, substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under the terms and conditions of the health care service plan contract.
9. **Covered Services.** Behavioral health services and supplies provided by Providers that are determined to be medically necessary and covered under a Group Plan Contract.
10. **Day Care Behavioral Health Services.** Includes the full range and scope of inpatient Behavioral Health Services, at both hospitals and facilities, except that the Enrollee stays overnight in a place other than the hospital or facility, usually, the Enrollee's home.
11. **Disputed Health Care Service.** Any health care service eligible for coverage and payment under a health care service plan contract that has been denied, modified, or delayed by a decision of the plan, or by one of its contracted providers, in whole or in part due to a finding that the service is not medically necessary.
12. **Eating Disorder.** For purposes of this manual, means the diseases of anorexia nervosa and bulimia nervosa and eating disorder not otherwise specified, as defined by the Diagnostic and Statistical Manual (DSM-IV).

13. Emergency. The sudden onset of severe behavioral health symptoms and impairment of functioning due to a mental disorder or chemical dependency such that the absence of immediate attention could reasonably be expected to result in any of the following:

- Enrollee's health is placed in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction to any bodily organ or part.

This includes an additional screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric emergency medical condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric emergency medical condition, within the capability of the facility.

- 14. Emergency Behavioral Health Services and Care.** Includes the screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric emergency medical condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric emergency medical condition, within the capability of the facility.
- 15. Employer/Association/Union.** An organization that has contracted with HPCC to provide behavioral health care services to its eligible members.
- 16. Enrollee.** An Eligible member (and/or such eligible member's eligible dependents) of a Group who has contracted with HPCC to provide Behavioral Health Services to its Eligible Members. All Eligible Members/dependents must meet eligibility requirements, be enrolled in the Anthem Blue Cross Plan, and accept the financial responsibility for any copayment that may be incurred in treatment through the HPCC Plan.
- 17. Family Unit.** Comprised of Enrollee plus Enrollee's eligible dependents.
- 18. Fraud.** The deliberate submission of false information by a provider, enrollee, plan member, or other individual or entity, to gain an undeserved payment on a claim.
- 19. Group Plan Contract.** Agreement between AUHSD and HPCC providing that HPCC will provide behavioral health care services for AUHSD's eligible members in exchange for Premium paid by AUHSD.
- 20. Group Therapy Session.** Goal-oriented behavioral health services provided in a small group setting by an HPCC provider. Group therapy sessions can be made available to the enrollee in lieu of individual outpatient therapy when appropriate.
- 21. Hospital.** A health care facility including any acute care hospital or acute psychiatric facility who has entered into a provider agreement with HPCC to deliver a full range of mental health services on an inpatient treatment basis.
- 22. Inpatient.** An Enrollee receiving Inpatient Behavioral Health Services in a Hospital.
- 23. Inpatient Behavioral Health Services.** Behavioral health services provided on a 24-hour basis at a Hospital including all procedures utilizing psychological principles and methods for the understanding, diagnosis, and treatment of Enrollees with Mental Disorders and alcohol, chemical dependence, substance abuse or mental health problems.

- 24. Language Assistance Program.** Plan shall establish and maintain an ongoing language assistance program to ensure Limited English Proficient (“LEP”). Enrollees have appropriate access to language assistance while accessing health care services as required by Language Assistance Program Regulations. Provider shall cooperate and comply, as applicable, with Plan’s language assistance program; however, HPCC shall maintain ongoing administrative and financial responsibility for implementing and operating on an ongoing basis the language assistance program for Enrollees.
- 25. Life Threatening Illness.** Includes 1) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted; or 2) diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.
- 26. Medical Detoxification.** Medically based supervised treatment for an unstable or acute medical condition resulting from withdrawal from chemical substances including drugs or alcohol.
- 27. Medically Necessary.** Except where state law or regulation requires a different definition, “Medically Necessary” or “Medical Necessity” shall mean mental health or substance related disorder services that a Licensed Mental Health Professional, exercising prudent clinical judgment, would provide to a member for the purpose of evaluating, diagnosing, or treating a mental or substance related disorder. Those services are:
- Appropriate and necessary for the diagnosis or treatment of the condition within standards of good clinical practice within the organization Behavioral Health community. They are also clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the member’s condition.
- 28. Mental Disorder.** A behavioral or psychological syndrome that causes significant distress or disability, or a significantly increased risk of suffering death, pain, or an important loss of freedom. The syndrome is considered to be a manifestation of some behavioral, psychological, or biological dysfunction in the person.
- 29. Mental Health Services.** Goal-oriented behavioral health services for the treatment of mental disorders including substance abuse.
- 30. Non-Contracted Provider.** Any provider not contracted with HPCC to deliver services to enrollees. Every effort will be made to ensure Enrollees are not subject to balance billing practices for services paid under the HPCC Agreement. A member may be liable to the non-contracted provider for the cost of services not covered by HPCC.
- 31. Outpatient Behavioral Health Services.** Outpatient Behavioral Health Services are those Behavioral Health Services that are provided by a Provider in his or her office or appropriate outpatient setting.
- 32. Premium.** Predetermined monthly membership fee paid by AUHSD for coverage under the Group Plan Contract.
- 33. Prior Authorization.** Approval of coverage from HPCC prior to the Enrollee obtaining covered services. Requests for prior authorization will be denied if not Medically Necessary, if in conflict with HPCC’s policies or otherwise are not covered services.

- 34. Provider.** A person licensed as a psychiatrist, psychologist, clinical social worker, marriage, family and child counselor, nurse, other licensed health care professional or qualified autism service provider, professional or paraprofessional with appropriate training and experience in behavioral health services, working individually or within a corporation, clinic, or group practice, who is employed or under contract with HPCC to deliver behavioral health services to Enrollees.
- 35. Qualified Autism Service Provider, Professional or Paraprofessional:** A health care provider under contract with HPCC who is acting within his or her scope of practice and who possesses adequate education, training and expertise (as defined by HPCC in accordance with applicable state regulation(s) pursuant to state law) related to the particular condition(s) of the Enrollee.
- 36. Qualified Health Care Professional.** A licensed health care provider who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular condition(s) of the Enrollee.
- 37. Residential Treatment Center.** A facility which provides a specific behavioral treatment program on a live-in basis pursuant to a written treatment plan approved and monitored by a practitioner, and which facility is also licensed, certified or approved as such by the appropriate state agency.
- 38. Serious Chronic Condition.** A medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that does either of the following:
1. Persists without full cure or worsens over an extended period of time;
 2. Requires ongoing treatment to maintain remission or prevent deterioration.
- 39. Serious Debilitating Illness.** Diseases or conditions that cause major irreversible morbidity.
- 40. Sub-Acute Care Facility.** Any licensed behavioral health, mental health or substance abuse residential treatment facility that has entered into a provider agreement with HPCC to deliver the full range of community treatment services, both on an inpatient and day care basis. Referral of Enrollees to a facility shall be made, where appropriate, as an alternative to hospital care.
- 41. Treatment Plan.** A written clinical presentation of the Provider's diagnostic impressions and therapeutic intervention plans. The behavioral health treatment plan is submitted routinely to the HPCC clinician for review as part of the concurrent review monitoring process.
- 42. Urgently Needed Behavioral Health Care Services.** Medically Necessary behavioral health services required outside of the service area to prevent serious deterioration of an Enrollee's behavioral health resulting from sudden onset of illness or injury manifesting itself by acute behavioral health symptoms of sufficient severity, such that treatment cannot be delayed until the Enrollee returns to the service area.
- 43. Utilization Management Committee (UMC).** A committee operating within HPCC whose function is to assure both quality and cost-effectiveness of treatment.
- 44. Visit Outpatient.** An outpatient session with a Provider conducted on an individual or group basis during which behavioral health services are delivered.

ELIGIBILITY

Who Is Eligible?

All members covered by Anthem Blue Cross PPO under AUHSD's Group Plan and their eligible dependents are enrolled with the HPCC plan if they have met the eligibility requirements defined by AUHSD and Anthem Blue Cross.

Who Is An Eligible Dependent?

For determination of who qualifies as an eligible dependent, please see the applicable section in your Anthem Blue Cross plan Evidence of Coverage booklet.

What If My Dependent Is Also A Covered Member?

You may not be covered as a member and dependent, and your dependents may not be covered by more than one member. If you are a member who is also a dependent, you will be insured solely as a member. If you and your spouse belong to different health care plans, each of your children, stepchildren and legally adopted children may be insured under one plan only. If two members and/or their dependents have dual HPCC coverage, all co-payments for HPCC network providers will be waived.

When Does Coverage Begin?

Coverage begins coincident with coverage under the AUHSD/ Anthem Blue Cross Plan. For late enrollment and special enrollment provisions, see the applicable section within the Anthem Blue Cross Plan Evidence of Coverage booklet.

Reinstatement Due To Member Status

If a member is terminated and he or she returns to active status as an AUHSD/ Anthem Blue Cross member, such member and his or her eligible dependents may again become eligible.

USING THE HPCC PLAN

Step 1:

HPCC wants to provide the best service possible to its Enrollees. HPCC can be reached twenty-four (24) hours a day, seven (7) days a week. Just dial HPCC's toll-free number, **1-800-321-2843**, to talk to a HPCC representative. Tell the HPCC representative that you are an Enrollee or an Eligible Dependent, and the name of your trust. The HPCC representative will gather basic information about you. You may obtain a list of available contracted providers & contracted providers with Law Enforcement experience at www.HolmanGroup.com, User Name: AUHSD and Password: AUHSD2015 to select a HPCC contracted provider. Once a HPCC contracted provider has been selected from the HPCC Website, HPCC must be called and informed of the providers selected by the AUHSD member.

Step 2: Emergencies, crisis or urgent care

If you have a medical emergency, you should dial "911" for the emergency response system if such an emergency service is established and operating in your area. If it is a **behavioral health emergency**, you must contact HPCC as soon as reasonably possible. HPCC must coordinate continuing and follow-up behavioral health services to emergency treatment. HPCC may elect to transfer you to an HPCC provider if such transfer would not create any unreasonable risk with your care as decided by HPCC's Medical Director. HPCC handles emergencies immediately upon contact.

Step 3:

If you have a non-emergency, call HPCC and explain the service you are interested in utilizing or the problem you are experiencing. The HPCC representative will ask you a series of questions to determine what treatment is Medically Necessary. Regular appointments are booked within a few working days of your call. An HPCC representative will call you back in most cases the same day you call in, and schedule your appointment with a Provider. All authorizations for non-emergency care will be decided within five (5) working days of the request. Upon enrollee request, HPCC will disclose its processes, including criteria and guidelines, for authorizing, modifying or denying services.

Step 4:

After the initial session(s) with an HPCC provider, the provider will submit a clinical assessment to HPCC's Outpatient or Inpatient Care Department. HPCC's Outpatient or Inpatient Care Department will review the clinical assessment. If your care is complete, your case will be turned over to HPCC's Utilization Review Department for record-keeping and quality assessment. If you require further treatment, HPCC's Utilization Review Department will send out a renewal form to the Provider. The provider will return the renewal form to the Outpatient or Inpatient Care Department with future treatment recommendations.

Step 5:

HPCC's Outpatient/Inpatient Care Department will review the treatment recommendation and approve the next set of sessions based on Medical Necessity. If future outpatient care is not Medically Necessary, your file will be turned over to HPCC's Utilization Management Committee (UMC) for a second review. If future inpatient care is not Medically Necessary, your file will be turned over to HPCC's Medical Director for a second review. The UMC or Medical Director will review, discuss, and assess your previous treatment and make sure that medical necessity was based on appropriate objective standards. If the UMC or Medical Director determines that more treatment is Medically Necessary, the treatment will be authorized within five (5) working days of the request. If the UMC or Medical Director determines that more treatment is not Medically Necessary, the treatment will be denied and you will be notified in writing of the reasons for the denial and shall be informed of the right to file a grievance with the Plan.

GENERAL PROVISIONS

Pre-payment Fees

AUHSD will pay monthly fees for each eligible member as stipulated in the Group Contract Agreement. These fees are renewable and negotiated as per the language in that same Agreement.

Co-payment

Enrollee and enrollee's eligible dependent(s) are responsible for the co-payment amounts specified in the Benefits Schedule (incorporated by reference). The co-payment amount may be a specific dollar amount or a percentage of the provider's charge depending on the service provided. The Enrollee will not be liable for any sums owed to the Provider by HPCC should HPCC default under the terms of its Provider Agreement. HPCC has systems in place so enrollees have one accumulated deductible and one out of pocket maximum amount. HPCC exchanges timely data with your primary medical plans. Your confirmation of your deductibles and co-payments are tracked on every Explanation of Benefits ("EOB") you receive. Please contact the HPCC at 1-800-321-2843 for any questions or need additional information.

Confidentiality

HPCC will maintain the confidentiality of all Enrollee records except to the extent that disclosure is authorized by the Enrollee in writing or is otherwise mandated or permitted by law.

A STATEMENT DESCRIBING HPCC'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Choice of Physicians and Providers

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED. An HPCC Clinician or Care Access Specialist will refer you to HPCC Providers in your community. Enrollees may choose a HPCC In-Network Provider from HPCC's web site. Enrollees can log into www.HolmanGroup.com, User Name: AUHSD and Password: AUHSD2015. If the Enrollee uses a Non-Contracted Provider, the Enrollee may choose which Non-Contracted Provider to use and is responsible for arranging for services to be rendered and for any charges incurred except as outlined in the Benefits Schedule.

Concurrent Reviews

In order to determine continuing medical necessity for your treatment, concurrent reviews will occur on a regular basis. During such reviews an HPCC clinician monitors the course of treatment to determine its effectiveness and the appropriateness of the level of care and continued medical necessity. The HPCC clinician must authorize all extended lengths-of-stay and transfers to different levels of care as well as any related additional services.

Enrollee Reimbursement Provisions

HPCC has made arrangements with its contracted providers to ensure that all bills are submitted directly to HPCC for payment. However, if an enrollee receives any behavioral health treatment from a non-contract provider, the enrollee may receive a bill for such services. The Enrollee must provide HPCC with a copy of the bill or claim as soon as possible. Enrollees should mail claims to: **Holman Professional Counseling Centers, 9451 Corbin Ave., Suite 100, Northridge, California 91324.**

Provider Compensation Procedure

HPCC provider hospitals, acute care, sub-acute care, and transitional care facilities, are all paid on a discounted fee-for-service or fixed charge per day. HPCC does not use or permit any type of financial bonuses or incentives in its contracts with providers. If an enrollee wishes to know more about reimbursement procedures, the Enrollee may request additional information from HPCC at **1-800-321-2843.**

Continuity of Care – Transition Assistance for New Enrollees

In order to provide transition with minimal disruption for enrollees who meet certain requirements to continue an active course of treatment with either a terminated provider or for new enrollees a non-participating provider a benefit transitional period. In the case of new enrollees, benefits will be provided at the new plan benefit level in this EOC. HPCC will make every effort to transition care for the employees who are utilizing a non-participating provider.

When a member has a need for care in an area that has a shortage of one or more types of providers, HPCC shall ensure timely access to covered health care services by referring enrollees to available and accessible contracted providers in neighboring areas consistent with patterns of practice for obtaining mental health care services in a timely manner appropriate for the member's needs. Also, in any such area where the plan's broad network has a pocket of no access for a member wanting to access services, the plan will immediately locate a suitable provider/facility and arrange a Letter of

Agreement (LOA) with such provider/facility. Additionally, should the services being requested be above and beyond what a Letter of Agreement entails, the Plan will immediately recruit and fully contract with providers/facilities to provide services for the enrollee. This action will ensure that the member has appropriate access to care as well as guarantee that the member will only be responsible for their applicable co-payments, co-insurance and deductibles.

In order for a provider to continue treating HPCC enrollees during a transition period the provider must agree in writing to:

- **provide or continue to provide the employee's treatment and follow-up care;**
- **shall or continue to share information regarding the treatment plan with HPCC;**
- **accept or continue to accept HPCC rates/fee schedules; and in the case of a terminated provider to;**
- **continue to abide by the terms and conditions of the prior contract.**

Continuity of Care for Enrollees Receiving Services at the Time of a Provider Termination

At the request of an enrollee who is undergoing an acute or serious chronic condition at the time of a provider termination, HPCC will provide for the continuation of covered services for a limited time with that terminated provider, as long as provider's termination was not for medical or criminal disciplinary action. HPCC will furnish the enrollee with Behavioral Health Services from the terminated provider for up to ninety (90) days or a longer period if necessary for a safe transfer to another provider as determined by HPCC in consultation with the terminated provider, and consistent with good professional practice. To request continued care from a terminated Provider, the Enrollee must contact HPCC at **1-800-321-2843**. Continuity of care for enrollees whose provider has been terminated will be provided in general accordance with the applicable "Continuity of Care after Termination of Provider" section in your Anthem Blue Cross Plan Evidence of Coverage Booklet.

Coordination of Benefits

If an Enrollee receives behavioral health benefits under another behavioral health care plan, benefits provided by HPCC will be coordinated with the benefits from the other behavioral health care plan. This may result in HPCC not being responsible for payment of amounts, which are the responsibility of the other behavioral health care plan. HPCC will coordinate your deductible with your primary health plan. If you have additional questions, do not hesitate to contact a HPCC Representative at 1-800-321-2843. Please see the applicable "Coordination of Benefits" section in your Anthem Blue Cross Plan Evidence Coverage Booklet for more information.

Charges for Missed Appointments (Contracted Providers Only)

An HPCC Contracted Provider will charge an enrollee the sum of thirty-five dollars (\$35.00) for any missed appointment, except in the case where the contracted provider is notified at least twenty-four (24) hours in advance of the appointment that it will not be kept or the failure to keep the appointment was due to circumstances beyond the Enrollee's reasonable control.

Annual Benefit Maximum

Payments for HPCC authorized services are limited to the combined annual and lifetime maximums stated in the Benefits Schedule.

Liability of Enrollee for Payment for Pre-Authorized Services

CALIFORNIA LAW PROVIDES THAT ENROLLEES ARE NOT LIABLE FOR ANY AMOUNT OWED BY HPCC TO ANY CONTRACT PROVIDER IN THE EVENT HPCC DOES NOT PAY FOR PRE-AUTHORIZED SERVICES. Authorized treatment by a provider

shall not be rescinded or modified after the provider renders the service in good faith pursuant to the authorization.

Second Medical Opinions.

An Enrollee or participating provider, who is treating an Enrollee, may request a second medical opinion by an appropriately Qualified Health Care Professional. Reasons for a second opinion to be provided or authorized shall include, but are not limited to, the following:

- Reasonableness or necessity of recommended treatment is questioned;
- Diagnosis or treatment plan is questioned;
- Clinical indications are not clear or are complex and confusing;
- Treatment plan in progress is not improving the condition of the Enrollee within an appropriate period of time given the diagnosis and plan of care.

HPCC's decision to grant or deny the request for a second medical opinion will be delivered to the individual who requested the second medical opinion. In an emergency situation, the second opinion shall be rendered within seventy-two (72) hours after the receipt of the request. If the request for a second opinion is approved, the Enrollee will be responsible for all applicable co-payments. If the request for a second opinion is denied, the Enrollee will be notified in writing of the reasons for the denial and shall be informed of the right to file a grievance with the Plan. The request for a second medical opinion can be made by calling HPCC at **1-800-321-2843**, or by writing to: **Holman Professional Counseling Centers, Care Management Department, 9451 Corbin Ave., Suite 100, Northridge, California 91324.**

Renewal Provisions

The Group Plan Contract between AUHSD and HPCC is for a term of one year unless otherwise indicated. Unless terminated in one of the methods included in "Termination of Benefits," the Group Plan Contract will be renewed annually at such rates and upon such terms as may be agreed upon by HPCC and AUHSD at the time of renewal. AUHSD will notify Enrollees of any change to the Group Health Plan thirty (30) days prior to the effective date of change.

Termination of Benefits

Coverage and benefits for enrollee and enrollee's Eligible Dependents will end in the event of any of the following, except as provided for in the section, "Individual Continuation of Benefits." If your Employer fails to pay HPCC the appropriate premiums for you and/or your dependents, HPCC may terminate the benefits for you and/or your dependents if the Employer has been duly notified with the notice of cancellation and billed for the charge and at least a 30-day grace period has elapsed since the date of the receipt of the last premium payment. Coverage will continue during the grace period; however, the Employer will be still responsible to pay unpaid premiums and any copayments, coinsurance or deductible amounts required under the group plan contract. Grace period means a period of at least 30 days beginning no earlier than the first day after the last date of paid coverage to allow the Employer to pay an unpaid premium amount without losing healthcare coverage. At a minimum this grace period shall extend through the thirtieth (30th) day after the last date of paid coverage.

If HPCC withdraws a health benefit plan from the market, HPCC will notify the Employer, enrollees and the director at least 90 days prior to the discontinuation of the group contract. Notice of the decision to cease new or existing health benefit plans in the state is provided to the director, the Employer and the enrollees covered under this group plan contract at least 180 days prior to the discontinuation of this contract.

In the case of this group plan contract, violation of a material contract provision relating to employer contribution or group participation rates by the contract holder or employer.

Should there be a nonpayment of premiums by the Employer to HPCC, HPCC will send the Employer a notice of consequences for nonpayment of premiums. Notice of consequences for nonpayment of premiums means notice sent by HPCC to the Employer that the Group Plan Contract will be cancelled, rescinded or not renewed unless the premium amount due is received by HPCC no later than the last day of the Grace Period. Your benefits will continue until the last day of the Grace Period.

Enrollee Termination for Non-Eligibility

An Enrollee's coverage may terminate for any of the following reasons:

- The Enrollee no longer meets the eligibility requirements established by AUHSD/ Anthem Blue Cross plan.

Ending Coverage – Special Circumstances for Enrolled Dependents

Eligible Dependents terminate on the same date of termination as the Enrollee. If there is a divorce, the spouse loses eligibility. Dependent children lose their eligibility if they marry or reach the limiting age established by AUHSD and do not qualify for extended coverage as a student dependent or as a disabled dependent.

Termination for Good Cause

HPCC has the right to terminate your coverage under this Plan in the following situations:

- **Failure to Pay.** Your coverage may be terminated for employer's nonpayment of required premiums owed to HPCC if your employer has been duly notified and billed for the charge and at least a 30-day grace period has elapsed since the date of the receipt of the last premium payment.. Coverage will continue during the grace period; however, the Employer will be still responsible to pay unpaid premiums and any copayments, coinsurance or deductible amounts required under the group plan contract.
- **Fraud or Misrepresentation.** Your coverage may be terminated if you knowingly provide false information (or misrepresent a meaningful fact) in the enrollment process or fraudulently or deceptively use services or facilities of HPCC and/or its Contracted Providers (or knowingly allow another person to do the same.) If coverage is terminated for the above reasons, you forfeit all rights to enroll in the COBRA Plan and lose the right to re-enroll with HPCC in the future.
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If coverage is terminated for good cause, you forfeit all rights to enroll in the COBRA Plan and lose the right to re-enroll with HPCC in the future.

Cancellation of AUHSD Contract

Continuing coverage under this Plan is subject to the terms and conditions of AUHSD's Group Contract with HPCC. If the Group Contract is cancelled, coverage for you and all your Eligible Dependents will end after a written notice of termination of coverage is given and a **30-day grace period has elapsed since the date of the receipt of the last premium payment. Coverage will continue during the grace period**

If an Enrollee's eligibility is terminated for any of the above reasons, the Enrollee will be notified in writing and informed of the effective termination date. Coverage of the Enrollee's dependents will end when Enrollee's coverage ends. However, termination of a dependent's coverage only, will not affect the other enrolled family members. Any member who is undergoing treatment in a hospital at the time of cancellation will continue to be covered under the terms of the Agreement until discharge.

It is the responsibility of Employer to notify the enrollee of the termination of this group contract. In the event we provide notice of cancellation, within five business days, for non-payment of premium to the Employer, Employer agrees to promptly mail a legible, true copy of the notice of cancellation to all enrollee at their current address. The notice of cancellation will include:

- Effective date of the cancellation and grace period; the date of the last day of paid coverage
- The reason for cancellation, including reference to the applicable clause in this Agreement;
- The dollar amount due to the Plan
- The date the grace period begins and expires. Grace period means a period of at least 30 days beginning no earlier than the first day after the last date of paid coverage to allow the Employer to pay an unpaid premium amount without losing healthcare coverage. At a minimum this grace period shall extend through the thirtieth (30th) day after the last date of paid coverage.
- The obligations of the enrollee or group contract holder during the grace period (if any)
- A statement that the cause for cancellation was not due to the enrollees health status or requirements for health services;
- That a enrollee who alleges that cancellation was due to the enrollees health status may request a review of cancellation by the Department of Managed Health Care;

Under no circumstances will an Enrollee be terminated due to health status or the need for services. Any Enrollee who believes his or her enrollment has been terminated due to health status or required services may request a review of the termination by the California Department of Managed Health Care.

Right to Request Review of Rescission, Cancellation, or Nonrenewal of Your Enrollment or Subscription.

If you believe that your health plan enrollment or subscription has been, or will be, improperly rescinded, canceled, or not renewed, you have the right to file a complaint. A complaint is also called a grievance or an appeal.

The DMHC oversees PPOs and other plans in California and protects the rights of PPO enrollees. You can file a complaint with the DMHC if:

- You are not satisfied with HPCC's decision about your complaint, or;
- You have not received the decision with 30 days, or within 3 days if the problem is urgent.
- The DMHC may allow you to submit a complaint directly to the DMHC, even if you have not PPOfiled a complaint with your health plan, if the DMHC determines that your problem requires immediate review.

An optional DMHC complaint form is available at www.healthhelp.ca.gov.

For help, contact:

**Help Center, DMHC
980 Ninth St., Ste. 500
Sacramento, CA. 95814-2725
1-888-466-2219
TDD: 1-877-688-9891
Fax: 1-916-255-5241
www.healthhelp.ca.gov**

There is no charge to call. Help is available in many languages.

Individual Continuation of Benefits: Federal COBRA Provisions

A member or member's dependents, **other than a domestic partner, and a child of a domestic partner**, may choose to continue coverage under the agreement if your coverage would otherwise end due to a Qualifying Event, listed below. For more information please refer to the applicable section "Keeping Anthem Blue Cross PPO After your Coverage Status Changes" in your Anthem Blue Cross Plan Evidence of Coverage Booklet for more information.

The Federal Consolidated Omnibus Budget Reconciliation Act of 1985 provides for the continuation of health insurance coverage for eligible enrollees and their dependents, of trusts with 20 and over eligible enrollees, for a defined period of time after certain qualifying events occur. Ordinarily, an Enrollee's benefits will cease when AUHSD's coverage terminates or under any other circumstance listed in "Termination of Benefits". However, in the case of certain qualifying events, a qualified Enrollee and Enrollee's Eligible Dependents may be able to continue group plan coverage under federal COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) provisions for a limited time, if Enrollee agrees to pay the Premium for such coverage. A qualified enrollee is an enrollee, who on the day before a qualifying event, is an enrollee in a group benefit plan offered by a health care service plan, and who has a qualifying event. A qualifying event is limited to the following: death of covered Enrollee; termination of membership for reasons other than gross misconduct; divorce or legal separation of the covered Enrollee from the covered Enrollee's spouse; or loss of dependent status by a dependent enrolled in the Group Plan.

The qualified Enrollee shall, upon election, be able to continue his or her coverage under AUHSD's Group Plan Contract, subject to the Group Plan's terms and conditions, for a limited amount of time. The Enrollee must elect COBRA coverage by notifying AUHSD in writing within sixty (60) days of the date of the qualifying event. The written request must be delivered by first-class mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within the sixty (60) day period following the later of 1) the date that the Enrollee's coverage under the group plan contract terminated or will terminate by reason of a qualifying event, or 2) the date the Enrollee was sent notice of the ability to continue coverage under the Group Plan Contract. The failure to notify AUHSD within the required sixty (60) days will disqualify the qualified beneficiary from receiving continuation coverage under COBRA provisions. An Enrollee electing continuation shall pay to AUHSD in accordance with the terms and conditions of the group plan contract, the amount of the required Premium payment. The Enrollee's first Premium payment required to establish Premium payment shall be delivered by first-class mail, certified mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within forty-five (45) days of the date the qualified beneficiary provided written notice to

AUHSD, of the election to continue coverage, in order for coverage to be continued under COBRA provisions.

The first Premium payment must equal an amount sufficient to pay any required Premiums and all Premiums due, and failure to submit the correct Premium amount within the forty-five (45) day period will disqualify the Enrollee from receiving continuation coverage pursuant to COBRA provisions. Enrollees whose continuation coverage terminates under a prior Group Plan may continue their coverage for the balance of the period that the Enrollee would have remained covered under the prior Group Plan. Enrollees electing to continue coverage must notify AUHSD in writing and pay to AUHSD the required Premium payments. The continuation coverage will terminate if the Enrollee fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to, the new Group Plan Contract within thirty (30) days of receiving notice of the termination of the prior group plan contract. A qualified enrollee can request Cal-Cobra at the conclusion of their Federal Cobra benefits explained below.

Cal-Cobra Provisions (applicable only to California enrollees)

For more information please refer to the applicable section “Keeping Anthem Blue Cross PPO After your Coverage Status Changes” in your Anthem Blue Cross Plan Evidence of Coverage Booklet.”

The California Continuation Benefits Replacement Act (Cal-COBRA) provides that continued access to health insurance coverage is provided to enrollees, and their dependents, of Insurance trusts with 2 to 19 eligible members who are not currently offered continuation coverage under the federal COBRA, and those eligible enrollees who have exhausted their Federal COBRA benefits.

For a California qualified enrollee whose Cal-COBRA coverage begins on or after January 1, 2003, and who has exhausted continuation coverage under COBRA, the enrollee may extend their Cal-COBRA coverage for up to 36 months after the date the qualified enrollee’s benefits under a group plan health contract would otherwise have ended because of a qualifying event if the enrollee agrees to pay the Premium for such coverage. A qualified enrollee is an enrollee, who on the day before a qualifying event is an enrollee in a group benefit plan offered by a health care service plan, and who has a qualifying event. A Cal-COBRA qualifying event is limited to the following: death of covered enrollee, termination of membership for reasons other than gross misconduct; divorce or legal separation of the covered enrollee from the covered enrollee’s spouse, or loss of dependent status by a dependent enrolled in the group plan.

The qualified enrollee must notify AUHSD within 60 days of the date of the qualifying event. Failure to make such notification within the required 60 days will disqualify the enrollee from receiving continuation coverage. A qualified enrollee who wishes to continue coverage under the group benefit plan must request the continuation in writing and deliver the written request, by first-class mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within the 60-day period following the later of (1) the date that the enrollee’s coverage under the group benefit plan terminated or will terminate by reason of a qualifying event, or (2) the date the enrollee was sent notice of the ability to continue coverage under the group benefit plan.

A qualified beneficiary electing continuation shall pay to AUHSD the required Premium on or before the due date of each payment but not more frequently than on a monthly basis. The Premium will not be more than 110 percent of the applicable rate charged for a covered member or, in the case of dependent coverage, not more than 110 percent of the applicable rate charged to a similarly situated individual under the group benefit plan being continued under the group contract. In the case of a qualified beneficiary who is determined to be disabled pursuant to Title II or Title XVI of the United

States Social Security Act, the qualified beneficiary shall be required to pay to their trust an amount no greater than 150 percent of the group rate after the first 18 months of continuation coverage provided pursuant to this section.

The qualified enrollee's first Premium payment required to establish Premium payment shall be delivered by first-class mail, certified mail, or other reliable means of delivery, including personal delivery, express mail, or private courier company, to AUHSD within 45 days of the date the qualified enrollee provided written notice to AUHSD of the election to continue coverage. The first Premium payment must equal an amount sufficient to pay any required Premiums and all Premiums due, and failure to submit the correct Premium amount within the 45-day period will disqualify the qualified beneficiary from receiving continuation coverage. In the event the qualified enrollee does not receive information from AUHSD, i.e. Premium amount and due date, the qualified enrollee should contact HPCC using the contact information provided below.

Individuals not eligible for Cal-COBRA are those who: are entitled to Medicare benefits; have other hospital, medical, or surgical coverage; are eligible for federal COBRA; are eligible for coverage under Chapter 6A of the Public Health Service Act; fail to meet the specified time limits for electing coverage; and, fail to submit the correct premium amount required.

Enrollees whose continuation coverage terminates under a prior group plan may continue their coverage for the balance of the period that the enrollee would have remained covered under the prior group plan. Enrollees electing to continue coverage must notify AUHSD in writing and pay to AUHSD the required Premium payments. The continuation coverage will terminate if the enrollee fails to comply with the requirements pertaining to enrollment in, and payment of Premiums to, the new group plan contract within thirty (30) days of receiving notice of the termination of the prior group plan contract.

For more information on how to extend their COBRA coverage, the enrollee should contact Lisa Solomon by phone at 1-800-321-2843, or in writing at Holman Professional Counseling Centers, 9451 Corbin Ave., Suite 100. Northridge, CA 91324.

EXCLUSIONS

1. Late Cancel/No-Show Penalty. Except in those cases where the enrollee notifies the Contracted/In-Network Provider at least twenty-four (24) hours in advance that the scheduled session will not be kept or the failure to keep the appointment was due to circumstances beyond the Enrollee's reasonable control, the Enrollee will be charged the sum of thirty-five dollars (\$35.00) directly by the Contracted Provider for scheduled sessions that are **not** kept.
2. Services provided by Non-Contracted Providers except for those that qualify as emergency behavioral health treatment hospital admissions or otherwise authorized by HPCC are not a covered benefit.
3. Treatments which do not meet national standards for behavioral health professional practice are not a covered benefit.
4. Treatment sessions provided by computer Internet services are not a covered benefit, unless specifically pre-authorized.

5. Court ordered inpatient and outpatient treatment is covered only when Medically Necessary. Reporting to the court and interacting with the court are not covered services under this Agreement.
6. Academic or educational testing; services to remedy an academic or educational problem are not a covered benefit.
7. Psychotherapy used as professional training and not for the treatment of a medical or mental condition is not a covered benefit.
8. Use of sexual surrogate, sexual treatment of sexual offenders or perpetrators of sexual violence are not a covered benefit. Reporting to the court and interacting with the court are not covered services under this Agreement.
9. Counseling by an unlicensed, non-contracted provider will not be covered under this benefit plan.
10. All non-prescription and prescription drugs prescribed in connection with an enrollee's treatment are not a covered benefit.
11. Therapy specifically for the sole purpose of consciousness raising.
12. Surgery, acupuncture, physical therapy, or occupational therapy are not covered benefits.
13. Neurological services and tests, including but not limited to: EEGs, Pet scans, beam scans, MRIs, skull X-rays, and lumbar punctures are not covered benefits.
14. Work, career, employment, or professional related evaluations, treatments, or counseling for non-medical purposes are NOT covered benefits.
15. Acute care hospital benefit is limited to emergency services only. Emergency services include all hospital treatment and hospital ancillary services necessary to stabilize an emergent condition. Authorization is not required for emergencies.
16. Bio-feedback & Neuro-feedback must be specifically preauthorized.
17. Anorexia nervosa and Bulimia nervosa is limited to the psychological factors and disturbances in eating disorders. Medical conditions resulting from eating disorders are not a covered benefit.
18. Any service that is not Medically Necessary even though it is not specifically listed as an exclusion or limitation.
19. Any service that is not specifically listed as a covered benefit.
20. HPCC is the decider of Medical Necessity subject to the DMHC review process.
21. Behavioral Health Treatment used for purposes of providing or for the reimbursement of respite, day care, or educational services or to reimburse a parent for participating in the treatment program are not covered benefits.

ENROLLEE GRIEVANCE PROCESS

FILING GRIEVANCES: All Enrollees will have reasonable access to the filing of a complaint. Enrollees shall have up to 180 calendar days following any incident or action that is the subject of the enrollee's dissatisfaction to file a grievance with HPCC. Complaints may be reported to any HPCC staff member in person, or by telephone by calling (800) 321-2843. Also, complaints may be submitted in writing to Holman Professional Counseling Centers, 9451 Corbin Ave., Suite 100, Northridge, CA 91324, or via the Plan's secure website at www.Holmgroup.com. A HPCC staff member will then immediately direct the complaint to the Compliance Specialist. The Plan's address, telephone number and procedures for initiating complaints are communicated in the Enrollee benefit book. Grievance Complaint forms are also available from all Plan Providers (Grievance Complaint Forms are included in the initial packet of documents provided to contracted providers). In addition, grievance forms are placed on HPCC's website. Additionally, providers are sent a mailing notification informing them that the grievance forms in their packets should be copied and made available to enrollees upon request or when indicated (via concerns voiced) by the enrollee. Grievance Forms and a description of the grievance procedure shall be readily available at each facility of the plan, on the plan's website, and from each contracting provider's office or facility. Grievance forms shall be provided promptly upon request. Enrollees will be updated of any revisions to the grievance process-whether it be by sending the updated grievance policy and/or Evidence of Coverage detailing the changes in the grievance policy. HPCC shall assure that there is no discrimination against an enrollee or subscriber (including cancellation of the contract) on the grounds that the complainant filed a grievance.

Resolution of Grievance: Grievances will be directed to the Compliance Specialist. The Compliance Specialist will work together with the Enrollee to resolve the issue if possible. All grievances will be referred to the Grievance Committee, unless the grievance is resolved within 24 hours and/or the enrollee declines the grievance process. HPCC will mail out to the enrollee a written acknowledgement of receipt of the grievance within five (5) calendar days (Acknowledgement Letter). The acknowledgment will advise the complainant that the grievance has been received, the date of receipt, and provide the name of the HPCC representative, telephone number and address of the HPCC representative who may be contacted about the grievance. The enrollee will be advised when the committee will be meeting regarding their grievance and include a brief description of their grievance in the letter. The Grievance Committee will review the grievance and within thirty (30) days from HPCC's receipt of the grievance, HPCC will send a written notice of the resolution. If the grievance is denied, the notice will explain why the grievance was denied and how the Enrollee may appeal the decision of the Grievance Committee. An Enrollee may submit a grievance to the Department of Managed Health Care for review, after completing HPCC's grievance process or after having participated in HPCC's grievance system for thirty (30) calendar days. Mail grievances to: **HPCC, 9451 Corbin Ave., Suite 100, Northridge, California, 91324**

Arbitration: *If the Enrollee remains dissatisfied with the decision, the Enrollee may submit a request to HPCC to submit the grievance to binding Arbitration before the American Arbitration Association. Pursuant to California law a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than \$200,000 must decide any claim of up to \$200,000. However, after a request for arbitration has been submitted, HPCC and the Enrollee may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two party-appointed arbitrators or a panel of three neutral arbitrators or another multiple arbitrator system mutually agreeable to the parties. The Enrollee shall have three (3) business days to rescind the waiver agreement unless the agreement has also been signed by the Enrollee's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, HPCC may assume all or part of the Enrollee's share of the fees and expenses of the neutral arbitrator provided the Enrollee has submitted a hardship application with the American Arbitration Association. The American Arbitration Association shall determine the approval or denial of a hardship application. A hardship application may be obtained by contacting the American Arbitration Association in Los Angeles at 213-383-6516, in Orange County at 714-474-5090, in San*

Diego at 619-239-3051 and in San Francisco at 415-981-3901.

If the Enrollee does not request arbitration within six months from the date of the Grievance Resolution Notice, the decision of the Committee shall be final and binding. However, if the Enrollee has legitimate health or other reasons which would prevent them from electing binding arbitration in a timely manner, the Enrollee will have as long as necessary to accommodate his or her special needs in order to elect binding arbitration. Further, if the Enrollee seeks review by the Department of Managed Health Care, the Enrollee will have an additional ninety (90) days from the date of the final resolution of the matter by the Department of Managed Health Care to elect binding arbitration. Upon submission of a dispute to the American Arbitration Association, both the Enrollee and HPCC agree to be bound by the rules of procedure and decision of the American Arbitration Association.

Full discovery shall be permitted in preparation for arbitration pursuant to California Code of Civil Procedure, Section 1285.05.

California Health and Safety Code Section 1361.1 requires that any arbitration agreement include the following notice based on California Code of Civil Procedures 1295(a): It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration."

If your coverage is provided under an employer sponsored plan subject to ERISA, certain disputes may not be subject to the Binding Arbitration provision found herewith.

Expedited Grievance Review: For cases involving an imminent and serious threat to the health of the enrollee, including, but not limited to, severe pain, potential loss of life, limb, or major bodily function, HPCC provides expedited review. When HPCC has notice of a case requiring expedited review, HPCC shall immediately inform the enrollee in writing of their right to notify the Department of Managed Health Care of the request. For these cases, HPCC will provide the Enrollee and the Department with a written statement on the disposition or pending status of the request no later than three (3) days from receipt.

Treatment Denials: If a Provider or Enrollee notifies HPCC of a dissatisfaction regarding a treatment authorization denial, it will be directed to the assigned staff. HPCC will work together with the Provider and/or Enrollee to resolve the complaint. Within thirty (30) days from HPCC's receipt of the complaint, HPCC will send the Provider and/or Enrollee a written notice of the resolution. If the Provider or Enrollee's complaint is denied, the notice will explain how the Provider or Enrollee may appeal the decision.

Treatment Denial Appeals: If the Provider/Enrollee is dissatisfied with HPCC's resolution of the treatment denial, the Provider/Enrollee may file an Appeal by notifying HPCC of his/her dissatisfaction. The Appeal will be determined by a HPCC staff psychiatrist for inpatient care or by the HPCC doctoral level staff practitioner for outpatient care. Written notice of the Appeal Committee's decision will be sent to the Provider/Enrollee within thirty (30) days of receipt of the appeal notice.

Expedited reviews of treatment denials are available to Providers and/or Enrollees. In these cases, HPCC will provide verbal resolution within eight (8) business hours of HPCC's receipt of necessary information to make an informed decision and in writing within two (2) days of receipt.

California Department of Managed Health Care: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against HPCC, you should first telephone HPCC at **(1-800-321-2843)** and use HPCC grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by HPCC, or a grievance that has remained unresolved for more than thirty (30) days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by HPCC related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-PPO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet website **<http://www.hmohelp.ca.gov>** has complaint forms, IMR application forms and instructions online. HPCC also has these forms available and will furnish them as appropriate and required.

An Enrollee, or the agent acting on behalf of the Enrollee, may also request voluntary mediation with the Plan prior to exercising the right to submit a grievance to the Department. The use of mediation services shall not preclude the right to submit a grievance to the Department upon completion of mediation. In order to initiate mediation, an Enrollee, or the agent acting on behalf of the Enrollee, and the Plan shall voluntarily agree to mediation. Expenses for mediation shall be borne equally by both sides. The Department shall have no administrative or enforcement responsibilities in connection with the voluntary mediation process authorized by this paragraph.

Claims Disclosure Notice Required By ERISA: If this plan is subject to ERISA, ERISA applies some additional claim procedure rules. For these additional rules set forth by ERISA, see applicable section in Anthem Blue Cross Plan Evidence of Coverage booklet entitled "Claims Disclosure Notice Required by ERISA."

HPCC's Public Policy Committee: HPCC operates a Public Policy Committee that is mandated to maintain professional standards. It functions as an open forum to provide Enrollees with an opportunity to discuss prevailing societal issues, difficulties with current policies, and additional available services. The purpose of the Public Policy Committee is to ensure the comfort, dignity, and convenience of persons relying upon HPCC for behavioral health care services. In order to assure Enrollee participation in Plan policy, the Public Policy Committee shall consist of the following members: HPCC Vice President of Sales & Client Services staff and a minimum of three current Enrollees. The Vice President of Sales & Client Services selects the Enrollee members of the Public Policy Committee. Any Enrollee interested in the Public Policy Committee may direct their request in writing to: **HPCC, 9451 Corbin Ave., Suite 100, Northridge, California, 91324.**

Language Assistance Program ("LAP"):

The Department of Managed Health Care ("DMHC") of California added Section 1300.67.04 (Language Assistance Programs) to Title 28 California Code of Regulations. This regulation requires health care service Plans to implement policies, procedures and quality improvement efforts in regards to assisting those who are Limited English Proficient ("LEP"). The DMHC regulations require California health Plans to set up a system where services, materials, and information are provided to members in a language that they speak and understand.

In accordance with the DMHC regulations, the Plan has identified its threshold language(s) which comprise five (5) percent of its Enrollee Population. All vital documents, as identified by the DMHC, will be translated into the threshold language. All non-vital documents will contain a notice at the bottom of said document (in the threshold language(s)) informing the member how to request a translation of the document.

The Plan has established a free Language Assistance Program and made the following resources available for LEP individuals: Translations (in the threshold languages), Interpreters, and Bilingual staff/Providers. These resources are available for all persons who request these services at any of our points of contact.

Antifraud Policy and Procedures:

HPCC makes every effort to detect, investigate, and prosecute any incidents of fraud at any level within its behavioral health care service. Fraud hurts everyone through higher taxes to fund government health care plans and higher premiums for private health coverage. In order to insure that our Enrollees do not have to pay for the high cost of fraud, we encourage you to report fake claim schemes. We are here to help you recognize and report any incidents or suspected incidents of fraud you discover. If you notice that a claim submitted to HPCC by your Provider's office includes a charge for a therapy session you did not receive, you may have detected health care fraud. The first step is to notify your Provider of the incorrect charge. The second step is to notify HPCC at **1-800-321-2843**. HPCC wants your help to identify potentially fraudulent or abusive claim activities. If you know or suspect illegal or wrongful billing practices by a Provider or an Enrollee, please tell us. We will treat any information you provide with strict confidentiality. We promise not to disclose your identity unless you are willing to voluntarily give us your written permission. Furthermore, state and federal laws protect the confidentiality of your medical records. We will not release any medical information without lawful authorization.

HPCC contracts with a special investigator trained in fraud investigation to assist us in investigating fraud. In the event that HPCC detects any fraudulent activity on the part of a Provider, the Provider's contract with HPCC will be terminated. If HPCC detects any fraudulent activity on the part of an Enrollee, HPCC will deny Enrollee any additional benefits under Enrollee's Group Health Plan. Additionally, HPCC will prosecute fraud to the fullest extent of the law. We also cooperate with all government agencies in a combined effort to prevent and prosecute fraud on the part of both Providers and Enrollees.

Organ and Tissue Donation.

Approximately 77,000 people in the U.S. are on the national waiting list for an organ. An average of 15 people die every day because not enough organs are available. Organ and tissue transplantation saves lives. For example, about 60 people receive life-enhancing organ transplants each day and about 82% of patients who receive a donated kidney are still alive 5 years later.

For more information on how to become an organ and tissue donor, visit the U.S. Department of Health and Human Services web site at www.organdonor.gov or call: 1-888-ASK-HRSA (1-888-275-4772.).

PRINCIPAL BENEFITS AND COVERAGES

PPO Member Plan

**AUHSD
MENTAL HEALTH & SUBSTANCE USE BENEFIT**

MENTAL HEALTH/SUBSTANCE USE	IN-NETWORK	OUT-OF-NETWORK⁴
Deductible	\$275/person & \$1,100/family	
Out of Pocket Maximum^{1, 2, 3, 4, 5}	\$1,200 per individual per calendar year up to \$4,800 per individual per calendar year combined (plus deductible)	
3 EAP	\$0 copay	N/A
Outpatient	10% coinsurance	40% coinsurance of covered expenses
Sub-acute (Residential)¹	10% coinsurance	40% coinsurance of covered expenses
Inpatient Hospital	10% coinsurance	40% coinsurance (Is 10% coinsurance the first 48 hours; 40% coinsurance after 48 hours, unless the member can't be moved safely) Emergency Only

1. Deductible is included in the Out of Pocket Maximum.
2. Once in network deductible of \$275 plus \$1,200 co-insurance (which is 10% of the out of pocket maximum) is met then 100% of covered expenses are paid. For out of network, once the deductible of \$275 plus \$4,800 co-insurance (which is 40% of the out of pocket maximum) is met then 100% of covered expenses are paid. This can be any amount between \$1,200 and \$4,800 if a member is seeing a combination of in and out of network providers.
3. Required that member call in to Holman to determine medically necessary care, to maximize benefits, subject to DMHC guidelines.
4. Any co-payments made for the treatment of mental and nervous disorder or substance abuse will be applied toward satisfying the out of pocket maximum.
5. After \$5,075 in out of pocket payments for covered expenses, for NON participating or Out of Network providers, 100% of covered expenses are paid.
6. RBRVs and DRGs are government approved reimbursement calculations for the reasonable and customary value of healthcare services rendered. They are based upon statistically credible information that is updated annually and takes into consideration:
 - a. The provider's training, qualifications and length of time in practice
 - b. The nature of services provided
 - c. The fees usually charged by the provider
 - d. Prevailing providers rates charged in general geographic areas in which services were rendered
 - e. Other aspects of the economics of the medical provider's proactive that are relevant and any unusual circumstances

Reimbursement of Non-Contracted Providers. UMC approved Non-Contracted Providers must submit their bills within 180 days of service being rendered in order to be considered eligible for payment. Bills must outline all services provided on a daily basis. Bills may be mailed to: Professional Counseling Centers, 9451 Corbin Ave., Ste. 100, Northridge, CA. 91324

Assumption of Risk/Liability

The enrollee may be liable to the non-contracted provider for the cost of services if services provided by the non-contracted providers are not previously approved by HPCC (unless it is a condition requiring emergency care which does not require Prior Authorization).

Notice to Enrollees:

Federal law requires all employer benefit plan administrators to furnish each enrollee receiving benefits under the plan, a copy of a summary plan description. This summary plan description constitutes only a brief overview of the provisions of the Group Plan Contract that has been entered into between AUHSD and HPCC. The Group Plan Contract must be consulted to determine the exact provisions of the Group Plan Contract. Depending upon whom you contact, The HPCC or AUHSD, will present a copy of the Group Plan Contract to you upon request.

Amendment 1.01 to POST-TERMINATION ADDENDUM
Administrative Service Agreement
Run Out Services Agreement
Effective January 1, 2018

EXHIBIT M M

AMENDMENT 1.01

This Amendment 1.01 to the parties' Post-Termination Addendum amends the Post-Termination Addendum that was effective on January 1, 2018, which amended the Administrative Services Agreement (the "Agreement") entered into on January 1, 2008 between Anaheim Union High School District (AUHSD) located at 501 Crescent Way, Anaheim, California 92803 hereinafter referred to as "ADMINISTRATOR", and Pinnacle Claims Management, Inc., whose corporate offices are located at, 15225 Sand Canyon Ave. Irvine, California, 92618, a licensed professional Third Party Administrator, hereinafter referred to as "TPA".

ADMINISTRATOR and TPA acknowledge that this Amendment 1.01 modifies the Post-Termination Addendum as follows:

Page 1, under Post-Termination Claims:

Effective January 1, 2018 a monthly Post-Termination Fee, as outlined in **Attachment C – Schedule of Service Fees** for medical claims adjudicated, paid, or denied each month, will be charged to ADMINISTRATOR for claims services performed through a period of eighteen (18) months after the termination date of January 1, 2018 for services incurred between 01/01/2008 – 12/31/2017. These fees are inclusive of all administrative costs. Additionally, TPA will disburse funds in payment of these claims to the extent that ADMINISTRATOR provides such funds.

Effective January 1, 2018 TPA will adjudicate, pay, or deny medical claims incurred under the Agreement prior to its termination and received by TPA within eighteen (18) calendar months in accordance with **the provision as detailed above and Attachment A, Item I (Claims Administration)**. ADMINISTRATOR will continue to assume full liability for such claims paid by TPA. TPA will disburse funds in payment of these claims to the extent that ADMINISTRATOR has provided such funds. TPA will have no responsibility to adjudicate, pay or deny any claims received after June 30, 2019.

Page 6, Attachment C

POST-TERMINATION RUN-OUT FEE.....	\$12.00 PER CLAIM
STOP LOSS REPORTING PACKAGE & HANDLING.....	\$200.00 PER MONTH
DATA REPORTS.....	\$200.00 PER HOUR
THIRD PARTY LIABILITY / LIEN RECOVERY FEES.....	18% OF RECOVERY

Note: This provision does not expire on January 1, 2019 as settlement of third party claims may occur beyond one year.

AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment 1.01 to the Post-Termination Addendum to the Agreement as dates set forth below.

FOR THE PLAN ADMINISTRATOR:

FOR PINNACLE CLAIMS MANAGEMENT, INC.:

By: _____

By: _____

Printed Name: Jennifer Root

Printed Name: David Zanze

Title: Assistant Superintendent, Business

Title: President

Dated at: Anaheim, CA

Dated at: Irvine, CA

This _____ day of _____, 2018

This _____ day of _____, 2018

**AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
PERKINS EASTMAN ARCHITECTS, DPC**

This Amendment Agreement is made and entered into this 14th day of December, 2018 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **Perkins Eastman Architects, DPC**, 3194 D Airport Loop Drive, Costa Mesa, California 92626 (“Architect”), for architectural and engineering design services.

WHEREAS, the District and Architect entered into an agreement on July 17, 2015, setting forth the terms and conditions under which the Architect would perform professional architectural and engineering design services (“Agreement”), in connection with the District’s facilities and maintenance projects requiring architectural and engineering design services (“Project” or “Projects”);

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Architect desire to amend the Agreement;

NOW, THEREFORE, District and Architect hereby agree to modify the Agreement with the following:

1. This Agreement shall increase the not to exceed amount to be paid to the Architect by \$2,500,000, for a total not to exceed of \$5,500,000.
2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT:

Anaheim Union High School District

ARCHITECT:

Perkins Eastman Architects, DPC

Jennifer Root
Assistant Superintendent - Business

Brian Paul Dougherty, FAIA
Partner

**AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
RUHNAU CLARKE ARCHITECTS**

This Amendment Agreement is made and entered into this 14th day of December, 2018 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **Ruhnau Clarke Architects**, 3775 Tenth Street, Riverside, California 92501 (“Architect”), for architectural and engineering design services.

WHEREAS, the District and Architect entered into an agreement on July 17, 2015, setting forth the terms and conditions under which the Architect would perform professional architectural and engineering design services (“Agreement”), in connection with the District’s facilities and maintenance projects requiring architectural and engineering design services (“Project” or “Projects”);

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Architect desire to amend the Agreement;

NOW, THEREFORE, District and Architect hereby agree to modify the Agreement with the following:

1. This Agreement shall increase the not to exceed amount to be paid to the Architect by \$1,500,000, for a total not to exceed of \$4,500,000.
2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT:

ARCHITECT:

Anaheim Union High School District

Ruhnau Clarke Architects

Jennifer Root
Assistant Superintendent - Business

Roger Clarke
Principle

PROFESSIONAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the fourteenth day of December, 2018, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

WHEREAS the client is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS TSG is specially trained, experienced, and competent to provide the special services required; and

WHEREAS such services are needed on a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

2. SERVICES TO BE PROVIDED. The services to be provided by TSG to CLIENT are as follows: TSG will consult with CLIENT, the local police department, and the local fire department, and provide necessary updates to the portion of the CLIENT's school safety plans (for schools to be identified by CLIENT) that includes tactical responses to criminal incidents. As part of the service, TSG will consult with CLIENT and school specific personnel to update visual maps of the tactical response plans which are used as one of the steps to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report, provide training to necessary personnel, and provide an electronic copy to the CLIENT. TSG will provide services to the

CLIENT Initial: _____
TSG Initial:

Professional Services Agreement


Page 2 of 8

CLIENT pursuant to the rate schedule provided in paragraph number 4 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. TSG will establish work hours, with the CLIENT'S approval, for services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf. CLIENT agrees to prepare and furnish current up-to-date site plans, floor plans, and as-built diagrams, utility shut-off locations, and any available aerial photographs of each school site. CLIENT agrees to grant TSG unrestricted access to the schools during non-school hours on pre-arranged dates and times. TSG will furnish all tools and equipment needed for the job.

4. **TERMS AND CONDITIONS.** The term of this Agreement shall be from December 14, 2018 through December 13, 2019, with an option for four additional one year terms. CLIENT agrees to pay TSG in connection with the above-referenced services as authorized at the following hourly rates plus expenses:

Executive Staff:	\$185.00
Panoramic Photographer:	\$185.00
Mapping Assistant:	\$120.00

CLIENT Initial: _____
TSG Initial: 

Professional Services Agreement

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Office Staff:

\$120.00

TSG shall bill in increments of one tenth of an hour. TSG will charge CLIENT a time not to exceed seven tenths (0.7) of an hour and mileage at the current IRS rate each way for travel from the TSG offices in San Diego County to the service location in the Anaheim Union High School District.

5. **NOT TO EXCEED.** TSG agrees not to exceed total charges of: Twenty-Five Thousand Dollars (\$25,000) per year for fees and costs without prior written consent from CLIENT.
6. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT monthly invoices as work is completed. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt.
7. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.
8. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.

CLIENT Initial:

TSG Initial: 

Professional Services Agreement

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9. **ARBITRATION.** CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court action without first requesting arbitration as set forth herein expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

10. **ENFORCEMENT EXPENSES.** Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

11. **RESPONSIBILITY FOR DATA.** CLIENT shall at all times be solely responsible for ensuring that all site specific data remains accurate, complete, and current. TSG and CLIENT agree not to disclose any information related to tactical responses to criminal incidents to unauthorized recipients. "Information" includes but is not limited to reports, diagrams, photographs, digital images, and descriptions.

12. **INSURANCE AND APPLICABLE LAWS.** TSG will provide insurance as follows:

- a. Commercial General Liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not

CLIENT Initial: _____
TSG Initial:

Professional Services Agreement

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- less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- b. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
 - c. Automobile liability insurance with limits as required by the State of California
 - d. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

TSG and it's employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

13. INDEMNIFICATION. TSG agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by TSG or any person, firm, or corporation employed by TSG upon or in connection with the services

CLIENT Initial: _____
TSG Initial: *AT*

Professional Services Agreement

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called for in this Agreement except for liability for damage referred to above which result from the sole negligence or willful misconduct of CLIENT, its officers, employees, or agents.

- b. Any injury or death to persons or damage to property, sustained by any persons, firm, or corporation, including the CLIENT, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

TSG, at TSG's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the CLIENT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgement/lawsuit reimbursement that may be rendered against the CLIENT, its officers, agents, or employees in any actions, suit, or other proceedings unless such actions, suits, or other proceedings result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

14. ASSIGNMENT. This Agreement is not assignable without written consent of the parties hereto.

15. COMPLETE AGREEMENT. This Agreement constitutes the entire Agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue

CLIENT Initial: _____
TSG Initial:  _____

Professional Services Agreement

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in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

16. FINGERPRINT CERTIFICATION. TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work.

17. DRUG, ALCOHOL, AND TOBACCO FREE WORKPLACE. TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the Agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

18. NOTICES. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

19. GOVERNING LAW. The laws of the State of California shall govern the construction and interpretation of this Agreement.

CLIENT Initial: _____
TSG Initial:

Professional Services Agreement

Page 8 of 8

20. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date first written above.

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED COPY THEREOF.

The Sobel Group, Inc.

By: 

Anaheim Union High School District

By: _____

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

Escondido, CA 92046

Print Name/Title of Authorized Signatory:


Jennifer Root, Assistant Superintendent, Business

501 Crescent Way

Anaheim, CA 92803

Dated: 12/14/2018

Dated: _____

CLIENT Initial: _____
TSG Initial: 

CHANGE ORDER NO. 1

(Deductive)

PROJECT: Bid #2018-07 Loara HS Security Fencing

TO: Red Hawk Services

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #1 – COP #1 thru COP #7 and Credit Allowance

COST (This cost shall be deleted.):

Original contract price:	\$ 443,011.00
Change Order amount:	\$ (2,968.25)
New contract price:	\$ 440,042.75

TIME FOR COMPLETION:


Original completion date:	90 consecutive calendar days
Time for completion of	
Change Order:	no change
New completion date:	90 consecutive calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR
By: 
Signature

SCOTT MOORE
Print Name

PRESIDENT
Title

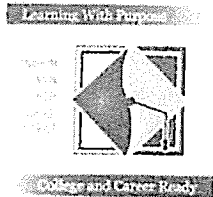
11/01/2018
Date

DISTRICT
By: _____
Signature

Jennifer Root
Print Name

Assistant Superintendent, Business
Title

Date



Facilities Planning, Design and Construction
 501 Crescent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Loara High School Security Fencing
 Project Number: 2018-07

P.O. # L64A0256
 DSA #: N/A

Work Order

To: *Red Hawk Services*
 262 E. 1st Street
 Perris, CA 92570

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Item 1	De-scope one 8' high Cantilevered Gate at Bldg. D2 per Bulletin No.1 and install a new 8' high Cantilevered Gate with similar scope of work at the District Office Food Services Loading dock per Bulletin No. 3.	\$0.00
Item 2	COP 1 Proposed credit for installation of Gate operator per Bulletin No. 1.	REJECTED
Item 3	COP 2 Proposed Electrical credit per Bulletin No. 1	REJECTED
Item 4	COP 3 Proposed credit for Gate and Chain Link Fence installation per Bulletin No. 1.	REJECTED
Item 5	COP 4 Install Card Reader System at District office, Installation of chains to Motorized Gates at Loara HS and Brookhurst JHS.	ADD \$4,128.00
Item 6	COP 5 V-Track Replacement at Existing Motorized Gate at Loara High School	ADD \$2,903.75
Item 7	Credit Allowance Amount of \$10,000 (Line item No. 10 on Approved Schedule of Values)	DEDUCT <\$10,000.00>

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- Lump Sum <\$2,968.25> 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	<i>[Signature]</i>	11/14/18
AUHSD Patricia Neely	<i>[Signature]</i>	11/13/18
Contractor	<i>[Signature]</i>	11/01/18
Architect	<i>[Signature]</i>	11/2/18
Project Manager	<i>[Signature]</i>	11/2/18
IOR	<i>[Signature]</i>	11-13-18

Tuesday, October 30, 2018

CHANGE ORDER NO. 1

(Deductive)

PROJECT: Bid #2019-05 District Office Electrical Repairs

TO: SoLED Energy, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: Credit for unused allowance.

COST (This cost shall be deleted.):

Original contract price: \$ 90,000
Change Order amount: \$ (5,000)
New contract price: \$ 85,000

TIME FOR COMPLETION:

Original completion date: 10/20/2018
Time for completion of
Change Order: 0 days
New completion date: 10/20/2018

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

Dean Trinh
Print Name

Dr. Jennifer Root
Print Name

President
Title

Assistant Superintendent, Business Services
Title

Date

Date

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

Quantity	Description
1	Bench
1	Bookshelf
8	Chairs
39	Desks
8	File Cabinets
1	Stool
4	Tables

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

Quantity	Type of Equipment
7	Access Points
2	Antennas
1	A/V Cart
12	Carts
19	Computers
1	Copier
21	Monitors
10	Oven Racks
2	Ovens
5	Printers
13	Projectors
1	Refrigerator
1	Safe
1	Sink
17	Switches
2	Warmers
1	Whiteboard

Declaring Certain Vehicles as Unusable, Obsolete, and Ready for Sale, or Destruction

Quantity	Vehicle No	Year	Make	Vehicle Vin.
1	Bus (9)	1/1/1990	INTL/AMTRAN	1HVBBZ7N8MH308589
1	Bus (30)	1/1/1990	INTL/AMTRAN	1HVBBZVM1LH253749
1	Bus (31)	1/1/1990	INTL/AMTRAN	1HVBBZVM9LH253756
1	Bus (32)	1/1/1990	INTL/AMTRAN	1HVBBZVMXLH253748
1	Bus (33)	1/1/1990	INTL/AMTRAN	1HVBBZVM2LH253758
1	Bus (34)	1/1/1991	INTL/BLUEBIRD	1HVBBNEM7MH336435
1	Bus (40)	1/1/1990	INTL/AMTRAN	1HVBB2VM7LH253755
1	Bus (41)	1/1/1990	INTL/AMTRAN	1HVBBZVM1LH253752
1	Bus (42)	1/1/1988	INTL/THOMAS	1HVLNZRM9JH568060
1	Bus (47)	1/1/1990	INTL/WAYNE	1HVBAZRM7LH25624
1	Bus (48)	1/1/1990	INTL/WAYNE	1HVBAZRM4L256528
1	Bus (50)	1/1/1990	INTL/BLUEBIRD	1HVBBZVMXLH230289
1	Bus (51)	1/1/1990	INTL/BLUEBIRD	1HVBBZVM4LH228991
1	Bus (56)	1/1/1990	INTL/WAYNE	1HVBAZRL5LH295958
1	Bus (59)	1/1/1990	INTL/AMTRAN	1HVBAZRM2LH224306

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
History					
Medieval and Early	1066	Outdated	Fair	Obsolete	No To Be Sold
Library					
Library Books	947	Outdated	Fair	Obsolete	No To Be Sold
Math					
Algebra 1	1	Outdated	Fair	Obsolete	No To Be Sold
Pre-Algebra	35	Outdated	Fair	Obsolete	No To Be Sold
Reading					
A Prayer for Owen Meany	32	Outdated	Fair	Obsolete	No To Be Sold
Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed.

DONATIONS

EXHIBIT UU

December 13, 2018

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	Angela Benko	\$25, Tennis Program
	Winston Chung Md.	\$200, Tennis Program
	Joseph Goodman	\$100, Tennis Program
	Gladys Olivencia	\$25, Tennis Program
	Padmalatha Hari	\$200, Tennis Program
	Estelle Papa	\$100, Tennis Program
Western	Connie Hughes-The Tom Hughes Memorial Fund	\$210, Athletic Program \$395, ASB Senior Student

ANAHEIM UHSD

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M64R0781	A ALVARADO PAINTING	2,900.00	2,900.00	0135237081 5610	DALE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
M64R0753	A D SUTTON AND SONS INC	524.96	524.96	0172381731 4310	TITLE I-MC KINNEY VENTO/GUID /
M64R0747	A U H S D FOOD SERVICE DEPT	444.16	444.16	0134595010 4310	WA/SHORT STAY VIST PROG FEE /
M64R0671	ABE'S PLUMBING	2,090.00	2,090.00	0127239081 5610	KE/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
M64R0672	AC POWER 1 INC	2,500.00	2,500.00	0128231081 5610	CY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
M64R0763	ACORN MEDIA	556.74	556.74	0104104172 4320	HR/ACCOMMODATIONS/OTHR ADMIN / OTHER
M64R0773	ACSA FOUNDATION FOR EDUC. ADMI	3,135.00	3,135.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
M64T0212	ADAFRUIT INDUSTRIES LLC	242.01	242.01	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL &
M64T0213	AERIES SOFTWARE INC	61,458.00	30,729.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
			15,364.50	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING
			15,364.50	0153381010 5880	SP PR ADM/ECIA1/INSTR / OTHER OPERATING
M64R0708	AMERICAN TECHNOLOGIES INC.	30,520.83	30,520.83	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
M64R0724	AMERICAN TECHNOLOGIES INC.	14,024.85	14,024.85	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
M64T0226	APPLE INC	3,308.39	3,308.39	0131000010 4410	BR/INSTR / EQUIPMENT - NON-CAPITALIZED
M64R0686	ARAMARK SPORTS AND ENTERTAINME	2,721.66	2,721.66	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
M64X0404	ART SUPPLY WAREHOUSE	1,000.00	70.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
			930.00	0121005010 4310	WESTERN/ART/INSTR / INSTRUCTIONAL MATL &
M64C0054	AVI SPL	1,661.81	1,661.81	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
M64A0194	AVID CENTER	57,417.00	57,417.00	0153381010 5310	SP PR ADM/ECIA1/INSTR / DUES AND
M64R0741	AWARDS BY PAUL	165.94	165.94	0131140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
M64T0220	B AND H PHOTO VIDEO INC	19,772.89	9,807.09	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
			9,965.80	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
M64R0777	B AND M LAWN AND GARDEN INC	150.80	150.80	0123000081 4347	SA/MO / OPERATIONS SUPPLIES - MISC
M64R0786	BACH COMPANY, THE	861.86	861.86	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R0718	BARNES AND NOBLE	309.46	309.46	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES



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M64R0761	BARNES AND NOBLE	98.46	98.46	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R0764	BARNES AND NOBLE	174.68	174.68	0115115021 4210	EDUCATION/SUPV INST / BOOKS AND REFERENCE
M64R0769	BARNES AND NOBLE	209.10	209.10	0120001024 4210	ANAHEIM/LIBRARY/LMT / BOOKS AND
M64R0690	BEST BUY FOR BUSINESS	1,610.73	1,610.73	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
M64R0667	BLICK ART MATERIALS LLC	202.02	202.02	0123489810 4310	SA/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R0668	BLICK ART MATERIALS LLC	70.06	70.06	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
M64R0694	BLICK ART MATERIALS LLC	329.71	329.71	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
M64R0698	BLICK ART MATERIALS LLC	2,097.89	1,408.64	0142005010 4310	OXFORD/ART/INSTR / INSTRUCTIONAL MATL &
			689.25	0142005010 4410	OXFORD/ART/INSTR / EQUIPMENT -
M64R0704	BLICK ART MATERIALS LLC	601.24	601.24	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
M64R0792	BLICK ART MATERIALS LLC	421.13	421.13	0135489810 4310	WA/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R0683	BOOMERANG PROJECT	10,780.00	5,390.00	0120381010 5210	ANAHEIM/ECLA1/INSTR / TRAVEL AND
			5,390.00	0120532210 5210	AN/GEAR UP CSFU #3/INSTR / TRAVEL AND
M64R0673	BOWERS MUSEUM OF CULTURAL ART	160.00	160.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
M64M0018	BREA ORANGE COUNTY PLUMBING HE	22,200.00	22,200.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
M64R0738	BSN SPORTS LLC	3,369.22	3,369.22	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
M64R0703	BUDDY'S ALL STARS INC	746.15	746.15	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL
M64R0780	C TECH CONSTRUCTION INC.	1,868.00	1,868.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
M64R0719	CABE	250.00	250.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
M64R0797	CADA CENTRAL	700.00	700.00	0124025040 5210	LOARA/ASB/ANCL / TRAVEL AND CONFERENCE
M64R0674	CALCP	6,825.00	6,825.00	0117393010 5210	INSTR SVC/VEA-2B/INSTR / TRAVEL AND
M64R0735	CALIFORNIA ASSOCIATION OF	301.70	301.70	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
M64R0687	CALIFORNIA INTERSCHOLASTIC	1,404.00	1,404.00	0121140027 5310	WESTERN/SCH ADM/SCH ADM / DUES AND
M64T0254	CANELA SOFTWARE INC	1,665.50	1,665.50	0119137034 5880	SPECIAL EDUC/HEALTH SERVICES / OTHER

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M64R0693	CAROLINA BIOLOGICAL SUPPLY CO.	4,315.57	4,315.57	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR /
M64C0055	CASBO	5,565.00	5,565.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
M64T0223	CDW GOVERNMENT INC.	1,845.00	1,845.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
M64T0253	CDW GOVERNMENT INC.	4,607.78	4,607.78	0168000010 4410	GI SOUTH/INSTR / EQUIPMENT - NON-CAPITALIZED
M64R0733	CENGAGE LEARNING	5,656.88	5,656.88	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
M64R0789	CENTER FOR DRUG FREE COMMUNITI	5,200.00	5,200.00	0172489810 5880	SS/TUPE COHORT M (2018-20) / OTHER OPERATING
M64R0790	CENTER FOR DRUG FREE COMMUNITI	5,200.00	5,200.00	0172489810 5880	SS/TUPE COHORT M (2018-20) / OTHER OPERATING
M64R0791	CENTER FOR DRUG FREE COMMUNITI	5,200.00	5,200.00	0172489810 5880	SS/TUPE COHORT M (2018-20) / OTHER OPERATING
M64A0192	CERVANTEZ MARTINEZ, PATRICIA	2,349.00	2,349.00	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
M64A0196	CLEAR BLUE ENERGY CORP	1,161,508.00	1,161,508.00	0156427085 6216	FAC/PROP 39 CLEAN ENERGY/ACQ / BUILDING
M64R0702	CONCORD EQUIPMENT COMPANY	3,591.66	2,035.67	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			1,555.99	0120028010 4410	ANAHEIM/ATHLET/INSTR / EQUIPMENT -
M64S0089	CONTINENTAL CHEMICAL AND SANIT	20,364.75	20,364.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R0711	CORVUS INDUSTRIES LTD	2,442.75	2,067.10	0125230081 4355	KA/GENERAL/MO / MAINTENANCE SUPPLIES
			375.65	0142230081 4355	OXFORD/GENERAL/MO / MAINTENANCE SUPPLIES
M64R0723	CORVUS INDUSTRIES LTD	350.00	350.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S
M64A0201	CROCKETT, KENJI ZURI	200.00	200.00	0153000910 5810	SP PR/LCFF-SUPPLEMENTAL /
M64A0195	CSU FULLERTON	158,192.00	158,192.00	0163452010 5100	EL/BIL TCHR PD-BECOME (BTDP) /
M64R0717	CUE INC.	2,118.10	2,118.10	0117400510 5210	ED/ONE-TIME FUNDING (2017-18) / TRAVEL AND
M64A0200	CULVER NEWLIN	1,617.54	1,617.54	0124140027 4410	LOARA/SCH ADM / EQUIPMENT -
M64C0066	CULVER NEWLIN	610.17	610.17	2424731185 4310	LO/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
M64R0689	DAKTRONICS	2,628.34	199.34	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR /
			1,724.00	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			705.00	0138000910 5610	BA/LCFF-CONCENTRATION/INSTR /
M64A0197	DANCE MASTERS	1,800.00	1,800.00	0172489810 5805	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL

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M64A0198	DANCE MASTERS	1,800.00	1,800.00	0172489810 5805	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R0752	DEPARTMENT OF TOXIC SUBSTANCES	5,082.50	5,082.50	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING
M64C0043	DIRECT DRIVES AND CONTROLS INC	1,716.88	1,716.88	0128235081 4410	CY/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
M64C0038	ECONOMY RENTALS INC	129.40	129.40	0123140027 5620	SA/SCH ADM/SCH ADM / RENTALS/OPERATING
M64R0783	ELITE SHEET METAL INC	920.00	920.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
M64R0725	ENCORP	2,800.00	2,800.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
M64T0230	FACTS ON FILE NEWS SERVICES	582.40	582.40	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
M64R0666	FATBOY USA LLC.	850.79	850.79	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R0680	FBLA	122.00	122.00	0123393010 5310	SA/VEA-2B/INSTR / DUES AND MEMBERSHIPS
M64R0772	FLEET SERVICES INC	13,315.03	10,915.03	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
			2,400.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
M64R0754	FOLLETT SCHOOL SOLUTIONS INC.	3,805.08	3,805.08	0123000910 4210	SA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R0681	FOUNDATION FOR EDUCATIONAL	385.00	385.00	0120000910 5210	AN/LCFF-CONCENTRATION/INSTR / TRAVEL AND
M64R0778	G M BUSINESS INTERIORS	1,249.04	1,249.04	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
M64T0255	GANS INK AND SUPPLY CO. INC.	16,257.11	16,257.11	0118118072 6490	GRAPHICS/GENL ADM / EQUIPMENT - OTHER
M64X0407	GARDENA VALLEY NEWS	2,000.00	2,000.00	0127023010 4310	KE/JOURNAL/INSTR / INSTRUCTIONAL MATL &
M64C0053	GARY'S RADIATOR SERVICE	791.96	791.96	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS
M64R0714	GLASBY MAINTENANCE SUPPLY CO.	4,592.31	4,592.31	0100000081 4347	GEN FUND/MO / OPERATIONS SUPPLIES - MISC
M64R0779	GLASBY MAINTENANCE SUPPLY CO.	136.63	136.63	0128000081 4347	CY/MO / OPERATIONS SUPPLIES - MISC
M64R0700	GOPHER SPORTS EQUIPMENT	2,004.42	2,004.42	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R0751	GOPHER SPORTS EQUIPMENT	814.16	814.16	0124027010 4310	LOARA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
M64R0688	GRAINGER	145.67	145.67	0144000081 4347	LEX/MO / OPERATIONS SUPPLIES - MISC
M64R0675	GRAY STEP SOFTWARE INC	370.00	370.00	0121025040 5210	ASB/ANCIL / TRAVEL AND CONFERENCE
M64R0676	GRAY STEP SOFTWARE INC	370.00	370.00	0140025040 5210	SOUTH/ANCIL / TRAVEL AND CONFERENCE

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M64X0406	GREENWAY CLEANERS	500.00	500.00	0125000081 5560	KA/MO / LAUNDRY
M64C0059	HALDEMAN INC.	657.28	657.28	0131235081 4355	BR/HVAC/MO / MAINTENANCE SUPPLIES
M64T0219	HAYES SOFTWARE SYSTEMS	16,745.50	16,745.50	0116468010 5610	LOTTERY/RESTRICTED/INSTR / REPAIRS/MAINT -
M64R0685	HAZ PARTY RENTAL	243.30	243.30	0117908510 5620	ED/ANAHEIM COLLABORATIVE/INSTR /
M64R0728	HOUGHTON MIFFLIN HARCOURT	203.35	203.35	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R0734	HOUGHTON MIFFLIN HARCOURT	1,940.58	1,940.58	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
M64R0756	HOUGHTON MIFFLIN HARCOURT	203.35	203.35	0132261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R0757	HOUGHTON MIFFLIN HARCOURT	906.55	643.48	0128252011 4310	CY/MILD MODERATE/SE SEP CL/NSE /
			263.07	0128257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
M64R0760	HOUGHTON MIFFLIN HARCOURT	203.35	203.35	0122252011 4310	MA/MILD MODERATE/SE SEP CL/NSE /
M64R0762	HOUGHTON MIFFLIN HARCOURT	406.70	406.70	0127252011 4310	KE/MILD MODERATE/SE SEP CL/NSE /
M64R0782	HOUGHTON MIFFLIN HARCOURT	614.08	614.08	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64T0225	HP DIRECT	4,310.00	4,310.00	0168381010 4410	GI/TITLE I/INSTR / EQUIPMENT -
M64T0221	IMAGE SOURCE	6,250.00	6,250.00	0118118072 6490	GRAPHICS/GENL ADM / EQUIPMENT - OTHER
M64R0801	INTELESYONE INC.	451.66	243.12	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			9.54	0144140027 5610	LEX/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
			199.00	0144140027 5880	LEX/SCH ADM/SCH ADM / OTHER OPERATING
M64T0242	IXL	2,125.00	2,125.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
M64R0722	JACK X CHANGE	126.59	126.59	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
M64C0056	JACKSONS A S BREA F M P	646.49	646.49	0179113036 4387	GARAGE/TRANS-REG ED/TRANSPORT /
M64X0408	JART DIRECT MAIL SERVICE	2,000.00	2,000.00	0163000921 5910	EL/LCFF-CONCENTRATION/SUPV / MAILING COSTS
M64C0060	JB BOSTICK COMPANY INC	5,448.00	5,448.00	0127238081 5610	KE/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
M64R0736	JIM'S MUSIC CENTER	2,095.74	1,510.66	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
			585.08	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R0710	JOHNSON CONTROLS	8,137.58	8,137.58	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S

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M64T0222	JOURNEYED.COM INC.	28,717.00	28,717.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
M64R0793	KERN HIGH SCHOOL DISTRICT	550.00	550.00	0127002010 5880	KE/BUS ED/INSTR / OTHER OPERATING EXPENSES
M64R0784	KNOX COMPANY	756.41	756.41	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
M64R0701	LEON PICTURE FRAMES	617.73	617.73	0117908510 4320	ED/ANAHEIM COLLABORATIVE/INSTR / OTHER
M64R0739	LETTER PERFECT SIGNS	743.06	743.06	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
M64S0090	LIBERTY PAPER	25,406.16	25,406.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64X0405	LUXE DIRECT LLC	1,300.00	1,300.00	0144014010 4310	LEX/DANCE/INSTR / INSTRUCTIONAL MATL &
M64R0737	MACKIN LIBRARY MEDIA	1,063.99	1,063.99	0123000910 4210	SA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R0740	MACKIN LIBRARY MEDIA	785.00	785.00	0132001024 4210	LIBRARY / BOOKS AND REFERENCE MATERIAL
M64A0191	MAL, TRILINA	300.00	300.00	0128000910 5805	CY/LCFF-CONCENTRATION/INSTR /
M64R0766	MARKERBOARD PEOPLE, THE	213.35	213.35	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64R0679	MARTINEZ, JOSE ANGEL	851.02	851.02	0113177072 5230	RISK MANAGEMENT/OTHER GEN ADM /
M64R0774	MD INSTALLATIONS INT'L INC.	250.00	250.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
M64R0750	MEDCO SPORTS MEDICINE	1,101.86	1,101.86	0127028010 4320	KE/ATHLET/INSTR / OTHER OFFICE/MISC SUPPLIES
M64R0712	METAL SUPERMARKETS ANAHEIM	568.66	568.66	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
M64R0684	MIDWEST CLINIC, THE	190.00	190.00	0120385010 5210	AN/TITLE IV/INSTR / TRAVEL AND CONFERENCE
M64R0743	MURALS FOR SCHOOLS	795.00	795.00	0102102172 4320	SUPT/DISTRICT BRANDING/OTR ADM / OTHER
M64R0682	NEVCO INC	13,281.94	5,046.24	0123230081 6490	SA/GENERAL/MO / EQUIPMENT - OTHER
			8,235.70	0123595027 6490	SA/SHORT STAY VISITS / EQUIPMENT - OTHER
M64R0731	NEW STAR EMBROIDERY	940.66	940.66	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
M64T0232	NORTHSTAR AV LLC	54.95	54.95	0144032010 4310	LEX/GEN SCI/INSTR / INSTRUCTIONAL MATL &
M64T0233	NORTHSTAR AV LLC	80.81	80.81	0144004010 4310	LEX/ENGLISH/INSTR / INSTRUCTIONAL MATL &
M64R0716	OCDE	350.00	350.00	0172172083 5210	SAFE SCHOOLS / TRAVEL AND CONFERENCE
M64R0785	OCDE	150.00	150.00	0138381010 5210	BALL/ECIA/INSTR / TRAVEL AND CONFERENCE

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/30/2018 TO 12/03/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R0802	OCDE	1,875.00	1,875.00	0174402521 5210	ED/COLLEGE READINESS BK GT/IN / TRAVEL AND
M64R0707	OFFICE DEPOT	309.94	309.94	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
M64R0746	ORANGE COUNTY DEBATE LEAGUE	675.00	675.00	0131000910 5310	BR/LCFFF-CONCENTRATION/INSTR / DUES AND
M64R0721	ORANGE COUNTY PUBLIC SAFETY	1,488.00	1,488.00	0125000010 5810	KA/INSTR / NON-INSTRUCTIONAL PROF CONSULT
M64R0799	ORANGE COUNTY TRANSIT AUTHORIT	3,204.00	3,204.00	0168381010 5880	GI/TITLE I/INSTR / OTHER OPERATING EXPENSES
M64R0776	ORANGE COUNTY WINDUSTRIAL	2,208.88	2,208.88	0137140027 4410	SY/SCH ADM / EQUIPMENT - NON-CAPITALIZED
M64T0227	PATHWAY COMMUNICATIONS LTD	3,846.03	3,846.03	0128000910 4410	CY/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0234	PATHWAY COMMUNICATIONS LTD	8,004.97	312.91	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
			7,692.06	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
M64T0244	PATHWAY COMMUNICATIONS LTD	2,564.02	2,564.02	0144385010 4410	LEX/TITLE IV/INSTR / EQUIPMENT -
M64T0224	PC AND MACEXCHANGE	2,691.60	1,345.80	0135000910 4410	DA/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
			1,345.80	0135381010 4410	DA/ECIA1/INSTR / EQUIPMENT -
M64T0238	PC AND MACEXCHANGE	1,345.80	1,345.80	0140000910 4410	SO/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R0800	PLAYSCRIPTS INC.	765.33	385.33	0131381010 4320	BR/ECIA1/INSTR / OTHER OFFICE/MISC SUPPLIES
			380.00	0131381010 5880	BR/ECIA1/INSTR / OTHER OPERATING EXPENSES
M64T0217	POWERSCHOOL GROUP LLC	69,000.00	69,000.00	0117400510 5880	ED/ONE-TIME FUNDING (2017-18) / OTHER
M64R0709	PRO SOUND AND STAGE LIGHTING	967.60	967.60	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS
M64R0755	PROJECT LEAD THE WAY INC	28,229.15	28,229.15	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
M64R0775	PROJECT LEAD THE WAY INC	362.69	362.69	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
M64T0248	PROPROFS	5,929.20	5,929.20	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
M64T0239	PROTECT COMPUTER PRODUCTS	589.93	589.93	0140000910 4310	SO/LCFFF-CONCENTRATION/INSTR /
M64R0745	PRZ CONSULTING	31,340.00	31,340.00	0110230081 5810	MAINTENANCE/MO / NON-INSTRUCTIONAL PROF
M64C0046	RC BODY AND PAINT	2,900.00	2,900.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
M64T0252	RENAISSANCE LEARNING INC	8,883.50	8,883.50	0140381010 5880	SOUTH/ECIA1/INSTR / OTHER OPERATING
M64R0670	ROCKLER WOODWORKING AND	3,026.12	226.22	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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FROM 10/30/2018 TO 12/03/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R0670	*** CONTINUED ***		2,799.90	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
M64R0749	RYTE VENTURES LLC	1,396.81	1,396.81	0124028010 4310	LOARA/ATHLET/INSTR / INSTRUCTIONAL MATL &
M64R0678	SANDBOX MARKETING INC	1,925.41	832.91	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
			680.00	0120000010 5610	ANAHEIM/INSTR / REPAIRS/MAINT - O/S SERVICES
			412.50	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
M64S0088	SCANTRON CORPORATION	4,193.95	4,193.95	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R0765	SCHOLASTIC INC.	429.47	429.47	0140000910 4210	SO/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R0729	SCHOOL SPECIALTY INC	165.55	165.55	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R0758	SCHOOL SPECIALTY INC	59.22	59.22	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64T0236	SCHOOL SPECIALTY INC	4,889.26	4,889.26	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
M64T0205	SEHI COMPUTER PRODUCTS INC	28,092.60	14,046.30	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
			14,046.30	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
M64T0206	SEHI COMPUTER PRODUCTS INC	5,185.26	5,185.26	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0207	SEHI COMPUTER PRODUCTS INC	7,677.19	7,677.19	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0208	SEHI COMPUTER PRODUCTS INC	1,658.42	1,658.42	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0209	SEHI COMPUTER PRODUCTS INC	2,106.95	2,106.95	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
M64T0210	SEHI COMPUTER PRODUCTS INC	404.06	404.06	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
M64T0211	SEHI COMPUTER PRODUCTS INC	2,160.01	2,160.01	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
M64T0214	SEHI COMPUTER PRODUCTS INC	1,006.78	1,006.78	0144000910 4410	LEX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0228	SEHI COMPUTER PRODUCTS INC	75.50	75.50	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR /
M64T0231	SEHI COMPUTER PRODUCTS INC	896.92	896.92	0102102071 4410	SUPT/BRD SUPT / EQUIPMENT - NON-CAPITALIZED
M64T0237	SEHI COMPUTER PRODUCTS INC	1,658.42	1,658.42	0140381010 4410	SOUTH/ECIA1/INSTR / EQUIPMENT -
M64T0241	SEHI COMPUTER PRODUCTS INC	39,144.73	39,144.73	0120393010 4410	ANAHEIM/VEA-2B/INSTR / EQUIPMENT -
M64T0243	SEHI COMPUTER PRODUCTS INC	2,169.00	2,169.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/30/2018 TO 12/03/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64T0249	SEHI COMPUTER PRODUCTS INC	1,109.19	1,109.19	0108400510 4310	EIT/ONE-TIME FUNDING (2017-18) /
M64T0250	SEHI COMPUTER PRODUCTS INC	1,195.67	523.67	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
			672.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
M64R0795	SIGNATURE PARTY RENTALS	176.09	176.09	0115916040 5620	BAND SPECTACULAR/ANCIL /
M64M0017	SIX SIGMA HVAC SERVICES INC	6,750.00	6,750.00	0128235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
M64R0788	SMARTSIGN	387.90	387.90	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
M64X0403	SOCALGRAD	5,495.25	5,495.25	0125066027 4320	KATELLA/GRADUATION/SCH ADMIN / OTHER
M64T0216	SOLUTION TREE	1,349.25	1,349.25	0142399010 5880	TITLE II IMPR TCHR QUAL - ED / OTHER
M64R0691	SONRISE ELECTRIC INC	2,380.00	1,190.00	0123230081 6490	SA/GENERAL/MO / EQUIPMENT - OTHER
			1,190.00	0123595027 6490	SA/SHORT STAY VISITS / EQUIPMENT - OTHER
M64R0759	SOS SURVIVAL PRODUCTS	134.39	134.39	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
M64R0770	SOUTHERN CALIFORNIA NEWS GROUP	1,395.24	1,395.24	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
M64R0771	SOUTHERN CALIFORNIA NEWS GROUP	5,481.24	5,481.24	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
M64S0087	SOUTHWEST SCHOOL AND OFFICE SU	25,789.92	25,789.92	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R0767	SPIRITLINE	588.74	588.74	0132000040 4320	OR/ANCIL / OTHER OFFICE/MISC SUPPLIES
M64R0720	ST. JOSEPH HEALTH	2,300.00	2,300.00	0104911072 5810	HR/WELLNESS PROGRAM/ADMIN /
M64R0768	STANDARD CONCESSION SUPPLY	1,384.16	1,384.16	0147025040 4410	HOPE/ASB/ANCILLARY / EQUIPMENT -
M64R0692	STAPLES ADVANTAGE	556.25	556.25	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R0695	STAPLES ADVANTAGE	89.41	89.41	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R0696	STAPLES ADVANTAGE	87.86	87.86	0120272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
M64R0697	STAPLES ADVANTAGE	80.78	80.78	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R0705	STAPLES ADVANTAGE	199.50	199.50	0140261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R0706	STAPLES ADVANTAGE	137.04	137.04	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
M64R0730	TAVIET LCS	2,890.32	2,890.32	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/30/2018 TO 12/03/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R0732	TAVIET LCS	2,890.32	2,890.32	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
M64R0727	TECHNICAL SAFETY SERVICES LLC	2,000.00	2,000.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
M64T0256	TELESTREAM LLC	696.50	696.50	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
M64R0669	THOMSON REUTERS WEST	112.06	112.06	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
M64T0229	TROXELL COMMUNICATIONS INC	586.16	586.16	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0235	TROXELL COMMUNICATIONS INC	2,930.80	2,930.80	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
M64T0246	TROXELL COMMUNICATIONS INC	2,387.74	2,387.74	0144385010 4410	LEX/TITLE IV/INSTR / EQUIPMENT -
M64T0247	TROXELL COMMUNICATIONS INC	244.36	244.36	0128140027 4320	CY/SCH ADM/SCH.ADM / OTHER OFFICE/MISC
M64R0715	ULINE	832.92	832.92	0114114072 4410	WAREHOUSE/GENL ADM / EQUIPMENT -
M64R0787	ULTIMATE OFFICE	259.38	259.38	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
M64T0218	UNITED STATES ACADEMIC DECATHL	700.00	700.00	0124000910 5880	LO/LCFF-CONCENTRATION/INSTR / OTHER
M64R0744	US GAMES	181.02	181.02	0138054040 4310	BALL/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
M64R0677	VIRTUAL ENTERPRISES INTERNATIO	2,400.00	2,400.00	0142393010 5880	OXFORD/VEA-2B/INSTR / OTHER OPERATING
M64T0251	VISION COMMUNICATIONS CO.	465.00	465.00	0131140027 4320	BR/SCH ADM/SCH.ADM / OTHER OFFICE/MISC
M64R0699	WARDS MEDIA TECH	4,144.08	4,144.08	0147257011 4410	SEVER HDCP/SE SEP CL/SEV / EQUIPMENT -
M64R0713	WAXIE SANITARY SUPPLY	7,601.68	7,601.68	0100000081 4347	GEN FUND/MO / OPERATIONS SUPPLIES - MISC
M64C0064	YAMAHA GOLF CARTS OF CALIFORNI	619.56	619.56	0144000010 4410	LEX/INSTR / EQUIPMENT - NON-CAPITALIZED
M64T0215	ZONES	24,710.28	23,962.33	0108400510 4310	EIT/ONE-TIME FUNDING (2017-18) /
			747.95	0108400510 4410	EIT/ONE-TIME FUNDING (2017-18) / EQUIPMENT -
M64T0240	ZONES	1,361.44	608.49	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
			752.95	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
M64T0245	ZONES	167.23	167.23	0144385010 4310	LEX/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64R0726	ZOOLOGICAL SOCIETY OF SAN DIEG	795.00	795.00	0120110810 5880	AN/LCFF-ILC/INSTR / OTHER OPERATING
					Fund 01 Total: 2,251,672.40

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/30/2018 TO 12/03/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Fund 24 Total: 610.17

Total Amount of Purchase Orders: 2,252,282.57

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME

BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/30/2018 TO 12/03/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R0160	AC POWER 1 INC	5,949.55	+1,944.41	0137231081 5610	SY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
M64T0185	APPLE INC	45,070.89	+6.00	0124393010 4410	LOARA/VEA-2B/INSTR / EQUIPMENT -
M64X0319	ART SUPPLY WAREHOUSE	3,000.00	+1,000.00	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
M64T0017	BOOK SYSTEMS INC	21,554.65	+4.65	0153381010 5880	SP PR ADM/ECIA1/INSTR / OTHER OPERATING
M64A0102	CULVER NEWLIN	2,790.84	+824.29	0117000021 4410	AN/INDEPENDENT LEARNING CENTER / EQUIPMENT
M64C0040	CULVER NEWLIN	1,410.45	+295.24	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
M64A0058	DIVISION OF THE STATE ARCHITEC	90,000.00	+60,000.00	2456731185 6210	BOND SERIES 2015 - MEAS H / PLANNING - DSA
M64M0010	F.M. THOMAS AIR CONDITIONING I	10,998.33	+4,654.33	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
M64R0304	FIVE STAR RUBBER STAMP INC	366.68	+22.03	0122200010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
M64R0640	FLEET SERVICES INC	13,425.41	+110.38	0179113036 6490	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT
M64C0044	HAZ EQUIPMENT RENTAL CENTER	2,214.83	+273.86	0128000010 5620	CY/INSTR / RENTALS/OPERATING LEASES
M64T0173	IDMS INC.	187.03	+34.15	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLIES
M64X0071	IMAGE APPAREL FOR BUSINESS	40,000.00	+3,500.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
M64X0265	LUCYS LAUNDRY ANAHEIM	1,500.00	+500.00	0124028081 5560	LOARA/ATHLETICS/FIELD SUPP / LAUNDRY
L64A0220	MARCUS MANAGEMENT SOLUTIONS	103,956.00	+51,978.00	0172489710 5805	SS/TUPE-COHORT M, TIER 2/INSTR /
M64R0594	MEDCO SPORTS MEDICINE	323.24	-53.83	0123028034 4320	SAVANNA/ATHLETICS/HEALTH / OTHER
M64R0227	NIMCO	3,753.99	+24.55	0172489810 4310	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64C0049	QUALITY AIRE	225.00	+50.00	0122235081 5610	MA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
H64A0242	SCHOOL FACILITY CONSULTANTS	170,000.00	+50,000.00	2556710072 5810	FAC/DEVELOPER FEES/GEN ADMIN /
M64S0053	SCHOOL SPECIALTY INC	5,207.96	-36.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64S0062	SCHOOL SPECIALTY INC	5,993.03	-28.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64T0169	SEHI COMPUTER PRODUCTS INC	4,995.29	-3,193.71	0108400510 4310	EIT/ONE-TIME FUNDING (2017-18) / INSTRUCTIONAL
M64S0069	SOUTHWEST SCHOOL AND OFFICE SU	19,698.14	+110.54	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64A0149	SWITZER CENTER	4,070.40	-90.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS



ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME

BOARD OF TRUSTES MEETING 12/13/2018

FROM 10/30/2018 TO 12/03/2018

PO NUMBER **VENDOR**
M64X0327 U S BANK

<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
2,100.00	+1,000.00	0125013010 4310	KA/HECT/INSTR / INSTRUCTIONAL MATL &

Fund 01 Total: 62,929.85

Fund 24 Total: 60,000.00

Fund 25 Total: 50,000.00

Total Amount of Change Orders: 172,929.85

VENDOR CHECK REGISTER
OCTOBER 30, 2018 THROUGH DECEMBER 3, 2018

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A AND C URGENT CARE	V6412935	5810	270.00	00151992
A CABRAL ROOFING GROUP	V6412864	5610	68,872.58	00151993
			133,730.05	00152199
A U H S D FOOD SERVICE DEPT	V6400023	4390	1,921.62	00151459
			1,354.95	00151703
		5805	145.46	00151459
A Z BUS SALES INC.	V6400025	4376	414.85	00151564
			741.87	00151963
			234.04	00152123
AAA ELECTRIC MOTOR SALES	V6400033	4355	1,476.84	00151460
			694.66	00152101
ABE'S PLUMBING	V6406307	5610	2,090.00	00151899
AC POWER 1 INC	V6413051	5610	3,435.00	00151461
			6,316.65	00151900
ACADEMIC ASSET MANAGEMENT INC.	V6412691	4150	1,207.54	00151462
ACCO BRANDS USA LLC DBA GBC	V6411645	5610	1,058.24	00151463
ACE HARDWARE	V6411077	4310	69.60	00151901
ACORN MEDIA	V6400068	4410	1,499.95	00151727
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	369.42	00151704
ACS BILLING SERVICE	V6400072	5580	3,942.56	00151773
ADAFRUIT INDUSTRIES LLC	V6411889	4310	224.60	00151774
ADI	V6400095	4355	162.66	00151530
ADORAMA	V6411023	4310	1,589.00	00152102
AFFORDABLE PIANO TUNING	V6412217	5610	695.00	00151775
AGRI TURF DISTRIBUTING LLC	V6412836	4347	1,027.68	00151531
			992.99	00151728
		4355	1,033.11	00151531
AICHELE, STEVEN G.	V6407891	5610	150.00	00151617
			150.00	00152200
AIRSUPPLY TOOLS INC.	V6412933	9320	43,100.00	00151565
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	322.17	00151532
			315.00	00152103
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	7,376.40	00151605
			4,376.98	00151729
			1,749.34	00152070
ALT REV CASH FUND	V6405194	4199	353.18	00151902
		4310	4,347.42	00151902
		4320	382.94	00151902
		4347	88.84	00151902
		4390	203.65	00151902
		5560	28.75	00151902
		5880	424.00	00151902
	V6405195	4310	2,067.61	00151464
			2,306.21	00151903
		4320	545.09	00151464
			1,103.75	00151903
		4345	24.77	00151464
		4347	93.85	00151464
			87.70	00151903

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
		4390	535.02	00151464
			1,394.33	00151903
		5880	865.39	00151464
ALVARADO, DENISE	V6412218	5210	1,067.38	00151730
AMAZON WEB SERVICES INC.	V6412894	5880	12.24	00151705
AMERICAN LOGISTICS COMPANY LLC	V6412509	5620	13,905.00	00151904
AMERICAN MARKETING PROMOTIONS	V6411639	4320	507.28	00151533
AMERICAN TECHNOLOGIES INC.	V6410314	5610	30,520.00	00151731
			14,024.85	00152104
AMERICAS INSTANT SIGNS	V6413116	4410	5,387.96	00151994
AMTECH ELEVATOR SERVICES	V6412267	5610	1,575.00	00151534
			525.00	00151732
			375.00	00151905
			1,575.00	00152105
ANAHEIM HIGH SCHOOL	V6400260	5810	696.00	00151566
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	45,963.41	00151733
APPLE INC	V6400319	4310	16,031.40	00151535
			79.99	00151776
			355.58	00151830
		4410	3,651.64	00151567
			684.77	00151706
			40,648.49	00151776
			3,308.39	00152106
APPLIANSYS	V6413148	5610	12,524.00	00151707
AQUATIC FACILITY SERVICES INC	V6412553	5610	7,613.68	00151465
			9,118.21	00151691
AQUINO, NICOLE	V6413114	5210	884.53	00151995
ARAMARK SPORTS AND ENTERTAINMENT	V6400326	4390	2,721.66	00151708
ARAMARK UNIFORM SERVICE	V6407528	4388	169.80	00151777
ARMSTRONG, IAN	V6408439	5220	54.50	00151831
ARRIZON, ARACELI CORREA	V6412116	5220	20.38	00152107
ARROW SERVICES INC	V6412839	5580	4,106.70	00151709
			2,223.00	00152108
ART SUPPLY WAREHOUSE	V6400350	4310	1,319.99	00151536
			230.45	00151964
ARTIANO SHINOFF	V6408054	5821	7,318.99	00151710
			380.00	00152201
ARTS SCHOOLS NETWORK	V6413158	5210	750.00	00151734
ASBURY ENVIRONMENTAL SERVICES	V6400358	5610	95.00	00152124
AT AND T	V6400374	5918	56.33	00151996
ATHLETIC FIELD SPECIALISTS	V6413066	5610	42,100.00	00151711
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	311.06	00151466
			4,711.52	00152202
ATKINSON, DOROTHY	V6413198	5210	400.36	00152166
AUGUSTIN EGELSEE LLP	V6407847	5821	7,500.00	00151537
AUVSI FOUNDATION	V6412582	4310	1,999.55	00152071
AVI SPL	V6411650	4310	1,520.96	00151778
			142.01	00151832
AVID CENTER	V6400410	5310	57,417.00	00151833
AWARDS BY PAUL	V6400412	4320	213.35	00151606
			19.40	00151906
			165.94	00152125

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AZEVEDO, VICKY	V6412068	5210	1,294.60	00151735
			1,346.10	00152126
		5220	233.80	00151712
B AND H PHOTO VIDEO INC	V6400422	4310	82.42	00151568
			9,101.70	00152127
		4355	139.98	00151618
		4410	2,393.90	00151568
			9,249.00	00152127
		5880	828.34	00151713
B AND K ELECTRIC WHOLESALE	V6400623	4355	535.75	00151834
B AND M LAWN AND GARDEN INC	V6400423	4347	3,137.07	00151569
			617.79	00151835
			1,409.85	00151907
		4355	4,799.29	00151569
BALL JR HIGH SCHOOL	V6400433	5810	530.00	00152109
BARNES AND NOBLE	V6400450	4150	2,281.60	00151570
		4320	309.46	00152128
BAVCO	V6407678	4355	132.30	00152129
BEACON DAY SCHOOL	V6409269	5860	23,161.65	00151538
			11,338.23	00151571
BECKHART, PETER	V6413147	5610	5,000.00	00151441
BEE BUSTERS	V6400472	5610	125.00	00151572
			125.00	00151736
BELL PIPE AND SUPPLY CO	V6400476	4355	405.56	00151573
			181.69	00151836
			67.08	00152130
BELLFLOWER MUSIC	V6400477	6490	11,044.38	00152131
BERNER INTERNATIONAL LLC	V6413157	4410	1,012.88	00151837
BEST BUY FOR BUSINESS	V6408717	4410	140.00	00151574
			8,195.29	00151965
BETTENDORF, CHRISTIE	V6405833	5210	1,041.77	00151607
BIOMETRICS4ALL INC	V6409224	5810	108.00	00151737
BJ BINDERY	V6411113	5810	35,319.83	00151997
BLICK ART MATERIALS LLC	V6401357	4310	288.86	00151575
			272.08	00151838
			307.02	00151998
			1,667.52	00152110
		4410	723.82	00152110
BOGGS, AMANDA	V6412487	5220	85.72	00151442
			62.13	00151467
BONDED CLEANERS	V6411953	5560	124.10	00151999
BOOHER, LANNY	V6402657	5210	65.00	00151908
BOOSTERS INC	V6407128	4310	2,916.00	00151468
BOWERS MUSEUM OF CULTURAL ART	V6405519	5880	160.00	00151692
BOYD, LOREES	V6413047	5880	793.94	00151693
			1,190.91	00152000
BRADFORD, KARINA	V6412920	5210	85.00	00151839
BREAKOUT EDU	V6412649	5880	1,152.94	00151576
BREWER, AMANDA	V6412654	5220	131.56	00151714
BROWN, GARY	V6407729	5210	365.36	00151738
BSN SPORTS	V6400615	6490	11,754.23	00152072
BSN SPORTS LLC	V6412536	4310	1,960.60	00151739
			1,047.82	00151840

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BUDDY'S ALL STARS INC	V6406311	4310	880.80	00151841
			746.15	00152001
			3,018.91	00152132
BUSWEST LLC	V6407892	4370	196.69	00151577
		4385	194.08	00151577
C.A.S.H.	V6400650	5310	915.00	00151539
CADA CENTRAL	V6400658	5210	350.00	00151469
CAL BUILDING SYSTEMS INC	V6412620	5610	780.00	00151608
CAL LIFT INC	V6400664	5610	171.15	00151540
			224.48	00151966
CALCP	V6400671	5210	6,825.00	00151715
CALIFORNIA ASSOCIATION OF	V6412172	4320	280.00	00152111
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	4,819.00	00151470
			5,172.00	00152112
CALIFORNIA INTERSCHOLASTIC	V6400699	5310	1,404.00	00151716
CALIFORNIA PLUMBING PARTS	V6412567	4355	1,310.54	00151541
			1,471.92	00151740
			2,768.89	00151909
			611.87	00152133
CALIFORNIA RETROFIT INC	V6406910	4355	424.06	00151609
			930.63	00152002
			421.31	00152134
CALIFORNIA STATE TEACHERS RETIRE SYSTEM	V6406204	3101	7,649.88	00151471
CALIFORNIANS TOGETHER	V6408384	5210	500.00	00151694
CAPISTRANO GOLF CARS INC	V6411745	5610	669.36	00152203
CARAVAN GLOBAL	V6413162	4310	242.11	00152167
CARDOZA, ROSIE	V6410927	5210	180.00	00151443
CARE YOUTH CORPORATION	V6412565	5860	26,334.00	00151741
CARMAN, CANDICE	V6412031	5220	40.88	00151842
CARMONA, JOSEPH	V6406088	5210	52.65	00151779
CARNEGIE LEARNING INC.	V6411378	4150	577,073.31	00151843
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	4,352.46	00151844
			1,966.92	00152168
CARRILLO, LILIANA	V6412887	5210	17.89	00151967
CART MAN INC, THE	V6404668	5610	3,103.97	00151717
			1,824.39	00151780
			448.81	00151968
CASILLAS, ROBYN	V6412036	5220	84.75	00151845
CCIS	V6406510	5210	1,425.00	00151619
			410.00	00152003
CDW GOVERNMENT INC.	V6400819	5610	944.61	00151742
		5880	9,250.39	00151742
			1,845.00	00152169
CEMEX	V6404364	4355	3,449.07	00151743
			1,249.20	00151846
CERASUOLO, KATHRYN	V6412765	5220	85.02	00151847
CERTIFIED TRANSPORTATION SVCS	V6400852	5620	1,669.20	00151542
			7,527.88	00152073
CERVANTEZ MARTINEZ, PATRICIA	V6413139	5880	261.00	00151969
			287.10	00152004
CHAVEZ, ARACELI	V6408992	5210	362.15	00151444
CHILD SHUTTLE	V6406415	5870	1,592.00	00151695
CHRISTIAN BUILDING MATERIALS	V6400919	4350	200.39	00151848
CHUNG, HELEN	V6402028	5210	85.00	00151849

	<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CISCO'S SHOP INC.		V6411971	4355	74.35	00151610
CITY OF ANAHEIM		V6400957	5520	278,660.46	00151620
				1,051.87	00151718
				78,399.83	00151910
			5530	56,303.03	00151620
				982.28	00151718
				15,671.70	00151910
			5580	28,199.90	00151620
				2,550.75	00151718
				8,014.58	00151910
CITY OF BUENA PARK		V6400958	5530	8,078.70	00151696
				14,224.27	00151719
			5580	807.87	00151696
				1,429.93	00151719
CLARK SECURITY PRODUCTS		V6400966	4355	238.03	00152135
COCO PRINTING AND GRAPHICS		V6410045	5810	423.36	00151543
COLON, MANUEL		V6402939	5210	3,217.73	00152074
COLON, TAMARA ELIZABETH		V6412357	5810	675.00	00151720
COMPLETE OFFICE OF CA		V6411539	9320	1,699.76	00152005
COMPREHENSIVE DRUG TESTING INC.		V6410899	5810	945.00	00152006
CONSTITUTIONAL RIGHTS		V6401072	5880	1,100.00	00151544
CONTRACT PAPER GROUP INC.		V6410661	9320	155.16	00151472
COOKE, MARYJO		V6407036	5220	136.26	00151721
CORKHILL, CATHY		V6413197	5210	269.00	00152170
CORTEZ, LORENA		V6412054	5220	178.11	00152048
CREATIVE BUS SALES		V6409840	4376	117.99	00151611
				152.70	00152136
			4385	801.50	00151611
				63.88	00151970
CRUCHLEY, LARA		V6411000	5210	60.11	00152137
CSMI SOLUTIONS		V6406894	5880	1,750.00	00151744
CSU FULLERTON		V6401173	5100	19,110.60	00151971
CUE INC.		V6409411	5210	897.00	00152204
CULVER NEWLIN		V6411589	4310	154.08	00152049
			4320	1,115.21	00151473
				555.13	00152049
			4410	6,147.79	00152049
CUMMING CONSTRUCTION MANAGEMENT INC		V6411922	6230	26,390.00	00152050
CVT RECYCLING		V6407455	5580	111.40	00151745
				763.20	00151911
				28.14	00152113
				905.17	00152138
DAIGNAULT, KARIN		V6402510	5220	2.46	00151850
DALE JUNIOR HIGH ASB		V6405581	5810	530.00	00152114
DECKER INC		V6401302	4320	95.86	00151722
DEMCO INC		V6401318	4315	225.37	00151612
DEPARTMENT OF GENERAL SERVICES		V6409862	5821	2,100.00	00152171
DEPARTMENT OF TOXIC SUBSTANCES CONTROL		V6406642	5880	5,082.50	00152115
DERBISH, MICHAEL		V6403101	5210	685.91	00152172
DEVEREUX TEXAS TREATMENT NETWORK		V6401339	5860	27,837.48	00151545
				14,262.64	00151972
DHAWAN, SONITA		V6410951	5220	27.14	00151723
				24.20	00152116
DOERSCHEL, DARREN P		V6413012	5610	9,600.00	00151912

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
DOMINO EVENTS	V6413141	5210	500.00	00151613
DUCA, JASON	V6407065	5220	102.19	00151851
DUNN EDWARDS PAINTS	V6401448	4355	654.40	00151578
			199.80	00151579
			1,360.85	00151852
E.B. BRADLEY COMPANY	V6401456	4355	32.13	00151621
EBERHARD EQUIPMENT	V6405532	4347	390.16	00151622
ECONOMY RENTALS INC	V6401478	5620	383.66	00151623
			1,331.78	00151853
			129.40	00152117
EGAUGE SYSTEMS LLC	V6413070	4410	811.72	00151624
ELDER, MEG	V6403071	5210	552.86	00151445
ENCINAS, IVY	V6409001	5210	17.89	00152075
ENCORP	V6409154	5610	2,800.00	00152118
			1,882.00	00152205
EPS LITERACY AND INTERVENTION	V6401530	4210	3,722.48	00152206
EVERYTHING MEDICAL	V6404851	9320	988.66	00152173
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	487.08	00151913
EWING IRRIGATION PRODUCTS	V6401634	4355	2,327.98	00151625
			689.95	00151973
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	6,344.00	00152139
FACTS ON FILE NEWS SERVICES	V6407332	5880	582.40	00151974
FARMAN, JUANA	V6406999	5220	121.21	00151669
FARMERS AND MERCHANTS BANK	V6412156	5880	6,389.05	00151854
FBLA	V6409984	5310	122.00	00151781
FEDEX	V6401675	5910	67.19	00151975
FELIX, STEPHANIE	V6412478	5220	93.68	00151446
FENN TERMITE AND PEST CONTROL	V6401679	5610	1,576.00	00151915
FERGUSON ENTERPRISES INC	V6409823	4355	99.13	00151546
			2,052.94	00151855
			3,097.62	00151976
			38.53	00152007
FERRELLGAS LP	V6411875	5810	4,086.62	00151447
			1,286.80	00151547
			2,900.73	00151580
			11,075.78	00151916
			3,868.24	00152008
			3,275.76	00152140
FIMBRES, MARIA	V6413188	5210	17.89	00151917
FINNAMEX LANDSCAPE	V6413025	6490	180,742.50	00151918
FISHER SCIENCE EDUCATION	V6401697	4310	246.32	00151548
			646.94	00151549
FIVE STAR RUBBER STAMP INC	V6405116	4310	43.37	00151670
		4320	115.29	00151474
			68.85	00152174
		5620	29.03	00151670
FIX 4 LESS GOLF CARS	V6413062	5610	992.52	00151671
FLEET SERVICES INC	V6405625	4370	1,458.69	00151581
		4376	993.64	00151581
			38.25	00151919
			1,529.31	00152175
		4385	51.48	00151581
			48.10	00151919
			67.36	00152175

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
FLINN SCIENTIFIC INC	V6401708	4310	3,948.90	00151550
FLORES, STEPHANIE	V6412292	5220	147.21	00151448
			136.74	00152009
FOUNDATION FOR EDUCATIONAL	V6401735	5210	385.00	00151782
			650.00	00151856
FRIED, JARON	V6408045	5210	1,018.37	00151475
			1,449.57	00152010
			47.10	00152176
FULLERTON ACE HARDWARE	V6405244	4310	77.13	00151746
GANAHL LUMBER CO	V6401804	4347	26.65	00152141
		4355	171.68	00151476
			1,312.89	00151747
			268.33	00151920
			384.56	00152177
GANGNATH, ERIKA	V6401597	5210	17.89	00151921
GANS INK AND SUPPLY CO. INC.	V6412496	4320	66.81	00151977
GARCIA, TRACY	V6412829	8699	13.28	00151748
GARY'S RADIATOR SERVICE	V6401818	4376	791.96	00152178
GAS COMPANY, THE	V6404372	5510	14,535.10	00151749
GCR TIRES AND SERVICE	V6409136	4386	842.45	00151582
			3,588.79	00152179
GILBERT SOUTH ASB	V6407543	5880	280.00	00151449
			600.00	00151857
GILMAN, GARY R.	V6410259	5810	540.00	00151477
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	50.16	00151750
			695.21	00151858
			337.43	00151978
			4,592.31	00152142
			129.19	00152180
GOLDEN STATE WATER COMPANY	V6408018	5530	42,160.96	00152143
GONZALEZ, LAURA	V6410576	5220	89.11	00152144
GOODHEART WILLCOX CO INC	V6401899	4150	861.78	00152145
GOPHER SPORTS EQUIPMENT	V6401902	4310	2,004.45	00152146
GORENSHTEYN, EUGENE	V6413178	5210	17.22	00151751
GRADECAM LLC	V6411543	5880	4,950.00	00151922
GRAINGER	V6404982	4355	916.81	00151478
			195.85	00151551
			84.83	00151752
			233.70	00151859
			73.81	00151923
			1,408.91	00151979
			352.05	00152011
			9.70	00152147
GRAY STEP SOFTWARE INC	V6411851	5210	370.00	00151450
			740.00	00151672
GRAYBAR ELECTRIC COMPANY	V6401918	4355	37.14	00151980
GREATER ANAHEIM SELPA	V6401927	5805	12,832.16	00152148
		8311	167,412.49	00151753
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	680.98	00151479
			324.33	00151673
			254.21	00151981
GROVE, KELLY A.	V6409563	5220	44.15	00151860

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
H AND H AUTO PARTS WHOLESAL	V6401967	4385	1,284.00	00151583
			26.44	00151924
			1,527.44	00152181
HALDEMAN INC.	V6407148	4355	671.00	00151861
HALE, DEBORAH	V6401296	5210	662.17	00152182
HARDY INC, CHARLES G	V6400875	4355	149.30	00151552
			607.73	00151925
HATCHER, PATTY	V6408994	5220	66.66	00151674
HAYES SOFTWARE SYSTEMS	V6411704	5610	17,206.75	00151982
HAZ EQUIPMENT RENTAL CENTER	V6402004	5620	2,214.95	00151983
HERNANDEZ, CARLOS	V6400767	5210	1,332.68	00151783
			1,816.21	00151862
HILL, POPPY	V6407305	5210	1,725.99	00151754
HOLLYWOOD SOUND SYSTEMS INC	V6402073	5620	910.00	00152183
HOME DEPOT CREDIT SERVICES	V6405234	2235	112.09	00151926
		4320	24.70	00151451
		4335	704.58	00151926
		4347	34.42	00151480
			52.80	00151675
			111.64	00152184
		4355	563.93	00151480
			926.80	00151675
			926.27	00151784
			321.60	00151926
			1,222.13	00152184
		4375	28.81	00151584
			121.51	00151926
HOOS, SHANNON	V6409552	5210	673.24	00152149
HORIZON	V6408259	4347	1,035.70	00151481
HOUGHTON MIFFLIN HARCOURT	V6407563	4150	97,004.16	00151585
		4310	409.39	00151585
HOWARD INDUSTRIES	V6402088	4355	638.42	00151482
			211.31	00151586
			246.51	00151676
			86.31	00151863
			146.00	00152150
HOWE, JEFF	V6413186	5210	65.00	00151927
HP DIRECT	V6408671	4410	3,232.50	00151984
HUERTA, ARACELI	V6412476	5210	262.62	00151677
HUTTNER, HEATHER	V6412032	5220	41.15	00151864
ICS SERVICE CO.	V6406452	5610	1,770.11	00151483
			1,602.86	00151587
IDMS INC.	V6408116	4320	176.04	00151928
ILLUMINATION INSTITUTE	V6412987	5805	8,000.00	00151678
IMAGE APPAREL FOR BUSINESS	V6402628	4345	10.00	00151484
			251.63	00151755
			503.28	00152185
		5610	357.40	00151452
IMAGE SOURCE	V6412458	4320	193.95	00151453
			739.17	00151679
INLAND TOP SOIL MIXES INC.	V6402153	4347	533.36	00151485
INTELESYSONE INC.	V6412444	4320	224.42	00151756
			309.22	00152151
INTERNATIONAL E Z UP INC	V6412784	4310	1,181.37	00151865

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
IPC USA INC.	V6410467	4382	22,919.49	00151454
J.W. PEPPER AND SON INC.	V6402214	4310	613.26	00151757
			756.31	00151866
			28.02	00151929
			77.24	00151985
			11.58	00152012
			248.66	00152186
JACKSONS A S BREA F M P	V6406346	4347	837.70	00151486
			161.50	00151680
			75.49	00151867
		4370	589.01	00151588
			381.24	00152187
		4375	61.49	00151588
		4376	1,380.23	00151588
			73.92	00151930
		4385	897.76	00151588
			793.53	00151930
			462.86	00152187
		4387	144.37	00151588
			26.68	00151930
			646.49	00152187
		5610	75.00	00152187
JACOBS, LAURA	V6412203	5220	32.97	00151626
JACQUEZ, JULISSA	V6409865	5210	1,330.34	00151487
JEYCO PRODUCTS INC	V6402332	4375	2,503.23	00151589
			3,636.52	00151931
			3,167.50	00152152
		4376	696.90	00151931
JFK TRANSPORTATION CO INC	V6413170	5620	557.75	00151932
			2,404.75	00152013
JHM SUPPLY INC.	V6411647	3455	2,666.49	00151681
		4355	868.51	00151488
			741.52	00151785
			1,626.95	00151933
			1,859.56	00152188
JIMENEZ, ANNETE	V6413149	2410	137.14	00152014
JIM'S MUSIC CENTER	V6402345	4310	857.69	00152153
		4410	585.08	00152153
JOHNSTONE SUPPLY	V6402415	4355	14.00	00151590
			73.47	00151868
JOJOLA, TERESA	V6412951	5210	1,188.20	00151489
KARMATECH INC	V6412903	4310	137.38	00151869
KELEDJIAN, JAMIE	V6413181	5210	401.56	00151786
			660.63	00152189
KELLY PAPER	V6402557	4320	656.52	00151986
KEMP, CHRISTINE	V6400923	5220	32.70	00151870
KENNEDY HIGH SCHOOL	V6402571	5810	2,750.00	00151787
KING, DON JAY	V6408028	5210	1,174.67	00151553
KIPP, TERRI	V6411954	5210	95.00	00152154
KUSTOM IMPRINTS	V6408734	4320	2,830.32	00152155
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	99,535.09	00151759
		4320	13,097.59	00151759
LA PALMA CLEANERS	V6411465	5560	465.00	00151490
			553.00	00151760

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
LABELL EXCHANGE	V6412680	5918	600.00	00151934
LAM, JANE	V6412453	5220	4.36	00151871
LAMINATION DEPOT INC.	V6410841	5810	758.34	00151491
LANGUAGE NETWORK INC	V6409301	5810	4,428.00	00151682
			1,160.00	00152190
LE, CAITLIN	V6411725	5220	55.21	00151872
LEE, EUGENE	V6408913	5210	842.59	00151788
LEON PICTURE FRAMES	V6412869	4320	617.73	00151873
LEONARD CHAIDEZ TREE SERVICE	V6402714	4347	100.00	00151935
LETTER PERFECT SIGNS	V6402726	4310	743.06	00152156
		4355	175.09	00151492
			82.97	00151683
LIBERTY PAPER	V6410278	9320	22,012.04	00151627
			24,329.09	00151936
LOARA ASB	V6402803	5810	2,236.00	00151761
LOPEZ, CYNTHIA D.	V6407771	5220	103.55	00151874
LOPEZ, HOMER A.	V6413105	4320	1,188.00	00151937
LUCYS LAUNDRY ANAHEIM	V6412017	5560	43.07	00151455
			67.09	00151493
			685.80	00151762
			529.46	00151875
			50.06	00151938
			135.31	00151987
			109.71	00152191
LUNDQUIST, KATHY	V6402536	5220	31.07	00151684
LUX BUS AMERICA COMPANY	V6412135	5620	747.50	00151939
LUXE DIRECT LLC	V6412979	4310	1,110.00	00151876
MAG TROL INC	V6402913	4355	195.07	00151877
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,558.00	00151763
MAI, TRILINA	V6413176	5805	300.00	00151878
MAKEMUSIC INC	V6409096	5880	2,760.00	00151628
MARK ENTERPRISES INC	V6411936	5880	5,417.28	00151591
MARTINEZ, DEBBIE	V6408279	5210	374.00	00151879
MARTINEZ, JOSE ANGEL	V6413175	5230	851.02	00151789
MATA, XOCHITL	V6413174	5220	72.29	00151629
MATSUDA, MICHAEL	V6403107	5210	541.62	00151630
MC COY MILLS FORD	V6411093	4370	16.02	00151592
MC FADDEN DALE HARDWARE CO	V6403056	4347	(124.13)	00151940
		4355	197.62	00151494
			38.14	00151685
			746.60	00151790
			336.76	00151940
			164.80	00152192
			30.71	00152193
		4375	229.95	00151940
MC GRAW HILL EDUCATION INC.	V6411310	4150	419,146.00	00151631
MD INSTALLATIONS INT'L INC.	V6410469	4410	2,760.00	00151495
MEDCO SPORTS MEDICINE	V6405872	4320	323.24	00151988
		9320	885.64	00151764
MERCADO, CLAUDIA	V6406536	5220	94.18	00152015
MICELI, CINDY	V6413163	5210	235.00	00151456
MICHELOTTI, RON	V6404003	5210	431.60	00151593
MID AMERICA SPORTS ADVANTAGE	V6412877	4347	139.16	00151686
MIDWEST CLINIC, THE	V6413134	5210	190.00	00151791

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MIKE BROWN GRANDSTANDS INC	V6403133	5620	12,500.00	00152157
MINDKIND INSTITUTE LLC	V6412774	5810	21,000.00	00152194
MISSION AIRE CORPORATION	V6412828	6490	23,458.00	00151989
MISSION LINEN SUPPLY	V6411115	4388	86.25	00151594
			177.10	00151941
MITCHELL, KIANDRA	V6413187	5210	195.00	00151942
MOBILE INDUSTRIAL SUPPLY	V6407890	4375	56.00	00152195
MONTENEGRO, ROBERT	V6403968	3701	1,809.00	00151943
MONTGOMERY HARDWARE CO.	V6405624	4355	975.64	00151496
			2,459.21	00151687
			1,004.24	00151765
			592.63	00151792
			461.85	00151944
			1,365.23	00152196
MORGAN, JANENE	V6412740	5210	809.54	00152197
MORSCO SUPPLY LLC	V6412910	4355	286.88	00151632
MURALS FOR SCHOOLS	V6413189	4320	795.00	00152158
MUSIC AND ARTS CENTERS	V6411397	4310	465.97	00151457
			5.99	00151595
			19.20	00151688
			339.50	00151766
			18.10	00151880
			201.72	00151990
NABT	V6403238	5210	325.00	00151633
NAOMY X MACHADO CECENA	V6412688	5810	350.00	00152159
NAUDIN, JESSICA	V6413164	5210	1,132.40	00151596
NAVARRO, MONICA	V6412545	5220	93.74	00151945
NB CONSULTING ENGINEERS INC	V6409786	5810	10,590.00	00152119
NCS PEARSON INC.	V6403319	4310	145.77	00151767
			818.04	00151793
			18,048.30	00151881
		5880	2,679.68	00151881
NEW JOURNEY PRESS INC.	V6413137	4150	626.93	00152016
NEWPORT MESA USD	V6406013	5620	165.00	00151689
NGUYEN HUYNH, MONIQUE	V6413191	5220	50.69	00152160
NGUYEN, CHINH	V6412608	5220	42.51	00151946
NIMCO	V6403365	4310	903.28	00151597
			22.97	00152198
NORTH ORANGE COUNTY COMMUNITY	V6403383	5880	1,285.20	00152161
NORTH ORANGE COUNTY REGIONAL	V6403384	7283	636,976.94	00151947
OC LAND MGMT SERVICE	V6405473	4347	90.52	00151497
OCDE	V6403452	5210	800.00	00151634
		5805	600.00	00151724
OFFICE DEPOT	V6403421	4320	317.22	00151498
			413.70	00151635
			309.94	00152051
			54.92	00152076
OLIVE CREST ACADEMY	V6410765	5860	14,646.91	00151795
ONE STOP PARTS SOURCE	V6406259	4376	61.37	00152018
ORANGE COUNTY FARM SUPPLY	V6403455	4347	225.50	00152019
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	224.12	00151499
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5810	3,409.70	00152020
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13,700.00	00151598
			1,488.00	00152021

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ORANGE COUNTY SANITATION DISTRICT	V6405668	5880	122,701.12	00151636
O'REILLY AUTO PARTS	V6411401	4370	(159.94)	00151794
			444.14	00152017
		4376	228.82	00151794
		4385	9.01	00151794
ORVAC ELECTRONICS	V6403479	4355	27.91	00151500
			241.34	00151796
			22.22	00152022
			10.33	00152077
P2S ENGINEERING INC	V6411662	5810	2,165.00	00151882
PACIFIC COACHWAYS CHARTER SERVICES INC.	V6407365	5620	16,685.00	00151501
			13,795.00	00151637
			950.00	00152078
			4,332.25	00152162
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,000.00	00151697
			2,593.19	00152079
PARADISE CANYON SYSTEMS	V6409631	5610	21,384.30	00152080
		5880	4,781.25	00151797
PARK, ESTHER	V6411350	5220	115.27	00151948
PARKER AND COVERT LLP	V6403544	5810	4,864.00	00151599
			2,657.50	00151638
		5821	17,910.75	00151599
PARKHOUSE TIRE INC.	V6403547	4386	2,078.39	00151798
PATINO, REUBEN	V6403910	5220	104.31	00151883
PAVASARS, JOHN	V6408437	5220	191.02	00151884
PC AND MACEXCHANGE	V6410706	4410	4,037.40	00152052
PEARSON EDUCATION	V6403609	4150	29,030.88	00151885
PENNER PARTITIONS INC	V6403625	4355	39.87	00151799
			81.35	00152023
PERFORMANCE HEALTH SUPPLY INC.	V6413146	4310	271.52	00151639
PIGEON CONTROL LLC	V6413128	5610	1,575.00	00152081
PINEDA'S NURSERY INC	V6403670	4347	244.68	00151800
PIPS	V6407384	3601	324,095.38	00152053
		3602	108,031.79	00152053
PITNEY BOWES INC	V6403678	5610	1,948.89	00151554
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	2,044.45	00151502
			420.61	00152082
PORTVIEW PREPARATORY	V6411850	5860	8,180.00	00151555
			11,380.00	00151801
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	1,646.56	00151802
			1,293.00	00151803
			2,274.21	00152083
PRO SOUND AND STAGE LIGHTING	V6403760	4347	967.60	00151804
PROTECT COMPUTER PRODUCTS	V6409695	4310	562.50	00152054
PROTECTION ONE ALARM MONITORING INC.	V6412084	5620	3,229.83	00152024
PSYCHOLOGICAL ASSESSMENT RESOURCES	V6403780	4310	1,213.92	00151503
QUALITY AIRE	V6408631	5610	1,670.20	00151690
			225.00	00152055
RAMIREZ, MARIA T.	V6412066	5220	89.65	00151949
RC BODY AND PAINT	V6413168	5610	2,900.00	00152084
REAL, JEANNETTE	V6411176	5210	370.82	00152025
		5220	154.02	00151886
RED DOT UNIFORMS	V6412905	4388	17,278.43	00151556

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
REFRIGERATION SUPPLIES DIST.	V6403873	4355	2,091.26	00151504
			785.56	00151640
			26.20	00151805
			778.57	00152026
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	278.38	00151505
			6,225.48	00151950
			95.31	00152027
			88.08	00152085
REVELATIONS IN EDUCATION LLC	V6413109	5805	4,251.51	00151806
REVO SCREEN PRINT AND EMBROIDERY	V6412088	4310	431.00	00151807
REVOLVING CASH FUND	V6405190	4310	1,247.46	00152028
		4390	882.70	00152028
		5210	245.00	00152028
		5910	4,481.92	00152028
		8695	20.00	00152028
		8699	156.40	00152028
RIDDLE APPLIANCE AND TV	V6406711	5610	251.55	00151698
RMA GROUP	V6412381	5810	1,750.00	00151506
ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	161.59	00152029
		4410	2,810.75	00152029
RODRIGUEZ, ALFONSO	V6411612	5210	65.00	00152030
RODRIGUEZ, VIRIDIANA	V6412875	5220	38.86	00152056
ROGERS ATHLETIC CO	V6407072	4310	404.07	00151887
		4410	1,436.21	00151887
		6490	1,339.73	00151887
ROGHAIR, DANIELLE	V6411353	5220	8.34	00151699
ROSSIER PARK SCHOOL	V6411451	5860	20,897.38	00151507
RYTE VENTURES LLC	V6413166	4310	1,396.79	00152086
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	109.91	00151508
			135.77	00151641
			219.81	00151808
			499.96	00152087
SAFETY KLEEN	V6404072	5610	479.77	00151809
SALDIVAR, ROBERT	V6407767	5210	365.42	00151810
SANTANDER BANK NA	V6412042	7438	79,752.97	00151642
		7439	313,548.02	00151642
SANTILLANA PUBLISHING CO INC	V6405311	4210	11.63	00152031
SAUCEDO, NANCY	V6411992	5210	1,215.19	00151643
SCHEIN INC, HENRY	V6403123	4310	1,045.00	00151557
			225.00	00151600
SCHOOL BUS PARTS	V6404157	4385	185.44	00152032
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	225.00	00151644
SCHOOL SPECIALTY INC	V6404173	4210	958.90	00151645
		4310	167.66	00151645
		9320	6,767.69	00151645
			4,917.51	00152033
			400.31	00152057
SCHORR METALS INC	V6404179	4355	18.96	00151646
SCU LACC	V6405633	5880	1,150.00	00151951
SEHI COMPUTER PRODUCTS INC	V6404221	4310	2,153.36	00151647
			-	00151888
			36,985.08	00152088
		4320	24.32	00151888

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
		4410	811.97	00151888
			12,648.15	00152088
		5610	2,850.00	00152088
		5880	3,234.96	00151614
SHAMROCK SUPPLY CO.	V6409920	9320	387.90	00151648
SHERWIN WILLIAMS CO., THE	V6410919	4355	28.64	00151509
			23.02	00152034
			57.93	00152089
SHI INTERNATIONAL CORP	V6411373	5880	70.20	00151811
SHIELD FIRE PROTECTION	V6410947	5610	490.00	00151649
SHIMOGAWA, TERESA	V6413173	5210	927.86	00151650
SHIPPING CONTAINER DEPOT	V6411914	4410	2,666.62	00151812
SHOW OFF DESIGNS INC.	V6405794	4310	3,213.43	00152035
SIGLER INC., RUSSELL	V6410420	4355	282.62	00151651
			1,214.40	00151813
		4410	1,074.11	00151510
SO CAL OFFICE TECHNOLOGIES	V6406339	5620	1,982.60	00151511
			495.65	00152036
SOCALGRAD	V6411708	4310	21.56	00151652
SOELTZ, MELISSA	V6412245	5210	1,186.26	00151814
SOFTWARE 4 SCHOOLS	V6410482	4320	824.80	00152058
SOLED ENERGY INC	V6413100	5610	55,125.00	00151601
SOSA, KANDYCE	V6413144	5220	76.63	00151889
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	166,518.08	00151700
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	8,146.44	00151512
			4,441.97	00151653
			4,008.17	00152037
SPEECH AND LANGUAGE	V6404400	5860	30,608.28	00152059
SPRINT SOLUTIONS INC	V6411072	5918	320.60	00152163
ST. JOSEPH HEALTH	V6413182	5810	2,300.00	00151952
STAPLES ADVANTAGE	V6410116	4310	81.67	00152038
			1,165.44	00152060
		4320	281.40	00151654
		4410	-	00151654
		9320	595.84	00151654
STATE OF CALIFORNIA	V6404447	5880	675.00	00151558
STEINBRICK, GAIL	V6408751	5210	376.22	00151953
		5220	154.13	00151890
STUDENT LAP TRACKER	V6412776	4310	317.32	00151655
		5880	995.00	00151655
SUPERIOR TEXT	V6412726	4150	742.94	00151815
SWITZER CENTER	V6413048	5860	3,686.00	00152061
SWITZER, MICHAEL	V6411497	5220	365.39	00151701
			41.15	00151891
T MOBILE	V6410424	5918	3,320.36	00151559
			367.12	00151602
TAMBARA, BARRY	V6412423	5805	1,750.00	00151656
TEACHER'S DISCOVERY	V6404620	4210	53.90	00151513
TECHSMITH	V6410017	5880	6,500.00	00151816
TEUTIMEZ, JOHN	V6407213	5210	132.39	00151892
THABET, MARWA	V6412702	5210	109.00	00151954
THOMSON REUTERS WEST	V6407958	4320	322.00	00152090
TORO AIRE INC	V6408584	4355	124.99	00151817
TRAK ENGINEERING INC	V6407572	5610	90.00	00151514

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
TRAN, THAO	V6412446	5220	129.44	00151955
TRANSPORTATION CHARTER SVCS. INC.	V6404779	5620	1,600.00	00152091
TRUCK PRO PTO SALES CORPORATION	V6403784	4370	1,139.17	00151657
		4375	139.18	00151657
		4376	303.86	00152039
		4385	96.93	00151657
			129.30	00152039
TURF STAR INC	V6404805	4347	709.42	00151515
			613.63	00151818
			2,587.05	00152062
			1,552.33	00152092
U S BANK	V6406511	4210	32.53	00151956
		4310	6,692.03	00151956
		4320	1,500.47	00151956
		4321	284.75	00151956
		4390	3,459.98	00151956
		4410	1,597.14	00151956
		5210	1,944.32	00151956
		5880	300.00	00151956
U S POSTAL SERVICE	V6404814	5610	225.00	00151819
ULINE	V6406546	4410	832.91	00152063
		5610	62.37	00151516
UNITED REFRIGERATION INC.	V6404853	4355	850.11	00151658
			274.87	00151820
			675.91	00152040
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	58.31	00151659
			160.38	00151821
			884.53	00152093
US GAMES	V6404813	4310	371.74	00152041
			493.72	00152094
		4410	1,823.13	00152094
VALENCIA, OPALINA	V6413136	5220	19.29	00152064
VALLEY VISTA SERVICES INC	V6411966	5580	5,594.97	00151822
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	66.76	00151957
VILLMER, PAULA	V6410695	5220	4.91	00151893
VIRTUAL ENTERPRISES INTERNATIONAL INC.	V6412064	5880	2,400.00	00151823
VISION COMMUNICATIONS CO.	V6404955	4320	5,292.69	00151824
		5610	616.88	00151824
WALKERS DELI	V6407901	4390	57.12	00151825
WALTERS WHOLESALE	V6409053	4355	1,244.48	00151826
WANG, DEAN	V6407202	5210	65.00	00151660
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	2,048.11	00151517
WELLING, LORRAINE SHAW	V6412260	5210	70.00	00151827
WENGER CORP	V6405024	6490	10,000.81	00151603
WESTRUX INTERNATIONAL INC	V6405053	4370	821.97	00151661
			368.63	00152042
		4385	153.28	00151661
WILDE, STEPHANIE	V6413126	5220	11.94	00151894
WINZER	V6412060	4375	1,837.56	00151662
WOODCRAFT	V6405102	4355	110.87	00151663
XELLO	V6410122	5880	745.00	00151664
XEROX CORPORATION	V6405129	5620	4,112.93	00152043
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.38	00152044
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	1,143.92	00151518

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	536.00	00151560
YUM BRANDS INC.	V6413124	5805	15,000.00	00152095
ZISKO, AMBER	V6406552	5220	75.54	00151895
ZONES	V6405158	4310	22,368.49	00152096
		4410	708.10	00152096
ZURBANO, REGINA	V6412815	5210	744.00	00151665
			898.92	00151896
GENERAL FUND (0101)			5,956,852.14	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	1,223,312.40	00151519
			738,257.35	00151897
CULVER NEWLIN	V6411589	4310	17,280.70	00151520
			857.04	00152065
		4410	13,847.45	00151520
			2,894.06	00152065
		6430	18,213.63	00151520
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	243,865.00	00152066
DIVISION OF THE STATE ARCHITECT	V6411414	6276	19,051.44	00152068
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	41,918.26	00151561
		6270	334,753.99	00151725
GHATAODE BANNON ARCHITECTS	V6408656	6212	11,283.01	00151521
GIANNELLI ELECTRIC INC.	V6401857	6274	12,238.00	00151562
HAULAWAY STORAGE CONTAINERS INC.	V6410468	6274	468.80	00151458
			93.80	00151666
NB CONSULTING ENGINEERS INC	V6409786	6209	52,590.00	00152120
		6212	29,630.00	00152120
		6251	23,150.00	00152120
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	306,599.95	00151768
REVOLVING CASH FUND	V6405190	6222	3,500.00	00152045
TWINING CONSULTING	V6412575	6290	16,283.00	00151522
GO BOND FUND (2124)			3,110,087.88	
NB CONSULTING ENGINEERS INC	V6409786	6209	4,290.00	00152121
PARADISE CONSTRUCTION AND CONTRACT MANANGEMENT INC	V6412708	6221	3,950.00	00151667
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	24,084.00	00151769
REVOLVING CASH FUND	V6405190	6210	5,625.00	00152046
		8681	(136.62)	00152046
SCHOOL FACILITY CONSULTANTS	V6404158	5810	3,367.50	00151828
CAPITAL FACILITIES FUND (2525)			41,179.88	
AMERICAN FENCE COMPANY INC	V6407611	6274	215.60	00151523
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6270	596,165.85	00151604
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	51,530.00	00152067
DIVISION OF THE STATE ARCHITECT	V6411414	6210	46,207.52	00152069
P2S ENGINEERING INC	V6411662	6212	6,700.00	00151524
REVOLVING CASH FUND	V6405190	6222	646.00	00152047
U S BANK	V6406511	7619	248,981.75	00151770
VITAL INSPECTION SERVICES INC	V6412251	6291	14,904.00	00152122
CAPITAL FACILITIES RDA FUND (2545)			965,350.72	

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AG DESIGN INC	V6412748	6212	88,362.00	00151525
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	361,822.45	00151526
			445,705.80	00151898
SPECIAL RESERVE FUND (4041)			895,890.25	
AUHSD	V6400400	5890	10,827.65	00152097
GATEWAY URGENT CARE CENTER	V6407482	5890	1,605.40	00151991
WORKERS COMPENSATION FUND (6768)			12,433.05	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	8,497.56	00151527
			8,592.84	00152098
AUHSD	V6400400	5891	1,063,775.40	00151615
			1,017,228.19	00151958
			521,017.87	00152164
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	317,991.31	00152099
BENISTAR HARTFORD	V6410980	5461	85,349.32	00151959
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	248,394.00	00151960
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	13,608.39	00151702
			14,023.77	00152207
EXPRESS SCRIPTS INC.	V6410974	5895	206,418.55	00151528
			167,431.86	00151616
			196,621.18	00151726
			170,786.96	00151961
			165,222.48	00152100
			128,717.12	00152208
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,733.88	00151771
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	158,039.00	00151829
METLIFE	V6408692	5462	22,327.00	00152165
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	4,099.00	00151563
VISION SERVICE PLAN	V6404956	5464	52,322.80	00151668
HEALTH & WELFARE INS FUND (6769)			4,583,198.48	
GREATER ANAHEIM SELPA	V6401927	9620	1,718,926.00	00151529
			41,250.00	00151772
			1,718,629.00	00151962
PASS THRU FUND (7676)			3,478,805.00	
GRAND TOTAL ALL FUNDS			19,043,797.40	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
OCTOBER 2018**

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	356,836.78	337,110.49	1,000.00	53,035.92	391,146.41
Western	302,785.17	184,449.21	1,275.00	122,785.36	308,509.57
Magnolia	110,730.32	120,305.07	700.00		121,005.07
Savanna	115,910.67	118,375.89	500.00	262.91	119,138.80
Loara	177,217.14	130,355.15	800.00	67,867.42	199,022.57
Katella	207,748.29	251,016.99	2,100.00		253,116.99
Kennedy	468,895.05	513,627.30	1,300.00		514,927.30
Cypress	906,286.96	584,129.44	1,700.00	48,364.15	634,193.59
Brookhurst	20,233.66	18,242.23			18,242.23
Orangeview	34,396.80	33,564.02	100.00		33,664.02
Walker	117,554.45	111,240.69			111,240.69
Dale	68,556.65	56,652.26			56,652.26
Sycamore	22,381.52	21,977.00			21,977.00
Ball	19,956.59	22,422.91			22,422.91
South	50,689.83	55,840.02			55,840.02
Oxford	350,622.17	360,207.43	350.00		360,557.43
Lexington	76,215.52	75,190.71			75,190.71
Hope	77,373.88	81,108.77			81,108.77
Gilbert	38,587.06	39,272.79			39,272.79
Total	3,522,978.51	3,115,088.37	9,825.00	292,315.76	3,417,229.13

**Anaheim Union High School District
Cafeteria Fund
Financial Statements
September 2018**

Balance Sheet
Anaheim Union High School District
09/30/2018

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$6,704,853.21
9122	Change Fund	\$12,740.00
Total CASH		\$6,717,593.21
RECEIVABLE		
9210	A/R - Current	\$71,549.76
9280	A/R - State	\$270,126.53
9290	A/R - Federal	\$3,531,263.34
Total RECEIVABLE		\$3,872,939.63
INVENTORIES		
9321	Warehouse Food	\$96,329.88
9322	Warehouse Commodity	\$855.25
9323	Warehouse Supplies	\$85,408.09
9326	School Food	\$129,617.28
9327	School Commodity	\$8.25
9328	School Supplies	\$30,440.88
Total INVENTORIES		\$342,659.63
Total Asset		\$10,933,192.47
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,308,407.35
9530	A/P - Accrued Vacation	\$24,678.00
9580	Sales Tax Liability	\$1,482.22
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$139,580.23
Total LIABILITIES		\$2,474,147.80
Total Liability		\$2,474,147.80
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,959,102.38
Total FUND BALANCE		\$8,830,512.50
Total Fund Balance		\$8,830,512.50
Current Year Profit (Loss)		(\$371,467.85)
Total Liabilities and Fund Balance		\$10,933,192.45
Show all data		

Statement of Revenue and Expense
Anaheim Union High School District

	Period 3 Ending In 09/30/2018				Period 3 Ending In 09/30/2017			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$38,049.00	1.67 %	\$82,737.00	1.83 %	\$36,774.00	1.52 %	\$75,147.00	1.68 %
Elementary - Lunch								
8632	\$8,503.25	0.37 %	\$14,371.00	0.32 %	\$7,579.25	0.31 %	\$12,498.50	0.28 %
High School - Breakfast								
8633	\$90,174.00	3.96 %	\$180,162.00	3.99 %	\$90,864.00	3.76 %	\$175,494.00	3.91 %
High School - Lunch								
8635	\$120,496.93	5.29 %	\$247,136.13	5.47 %	\$131,290.43	5.44 %	\$251,344.30	5.61 %
A La Carte Sales								
8636	\$75.10	0.00 %	\$141.85	0.00 %	\$22.25	0.00 %	\$77.04	0.00 %
Adult Rev. - Breakfast								
8637	\$2,384.66	0.10 %	\$4,680.43	0.10 %	\$4,258.94	0.18 %	\$7,706.65	0.17 %
Adult Rev. - Lunch								
Local Revenue	\$259,682.94	11.40 %	\$529,228.41	11.72 %	\$270,788.87	11.21 %	\$522,267.49	11.65 %
Federal Reimbursements								
8200	\$367,587.56	16.14 %	\$708,084.89	15.68 %	\$391,792.15	16.22 %	\$698,355.38	15.58 %
Fed. Meal Rev.-Breakfast								
8220	\$1,418,165.75	62.28 %	\$2,821,268.17	62.46 %	\$1,511,532.63	62.58 %	\$2,824,678.60	63.00 %
Fed. Meal Rev.-Lunch								
8290	\$52,315.90	2.30 %	\$104,536.25	2.31 %	\$49,686.56	2.06 %	\$92,854.08	2.07 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,838,069.21	80.72 %	\$3,633,889.31	80.46 %	\$1,953,011.34	80.86 %	\$3,615,888.06	80.65 %
State Reimbursements								
8500	\$41,166.96	1.81 %	\$79,103.51	1.75 %	\$43,736.76	1.81 %	\$77,811.83	1.74 %
St. Meal Rev.-Breakfast								
8520	\$100,057.25	4.39 %	\$198,846.41	4.40 %	\$106,141.02	4.39 %	\$198,103.38	4.42 %
St. Meal Rev.-Lunch								
State Reimbursements	\$141,224.21	6.20 %	\$277,949.92	6.15 %	\$149,877.78	6.21 %	\$275,915.21	6.15 %
Other Revenue								
8638	(\$914.86)	-0.04 %	(\$4,125.08)	-0.09 %	(\$945.22)	-0.04 %	(\$2,350.52)	-0.05 %
Cash Over & Short								
8699	\$39,045.47	1.71 %	\$79,632.53	1.76 %	\$42,581.00	1.76 %	\$71,894.01	1.60 %
Spec Activity/Cater								
Other Revenue	\$38,130.61	1.67 %	\$75,507.45	1.67 %	\$41,635.78	1.72 %	\$69,543.49	1.55 %
Total Revenue	\$2,277,106.97	100.00 %	\$4,516,575.09	100.00 %	\$2,415,313.77	100.00 %	\$4,483,614.25	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$804,591.14	35.33 %	\$1,704,170.76	37.73 %	\$979,052.68	40.54 %	\$1,775,081.61	39.59 %
Food Purchases								
Food Purchases & Govnmt	\$804,591.14	35.33 %	\$1,704,170.76	37.73 %	\$979,052.68	40.54 %	\$1,775,081.61	39.59 %
Supplies								
4300	\$14,050.85	0.62 %	\$63,041.26	1.40 %	\$86,215.21	3.57 %	\$211,792.58	4.72 %
Materials & Supplies								
4400	\$22,705.05	1.00 %	\$81,027.87	1.79 %	\$57,354.80	2.37 %	\$57,471.67	1.28 %
Noncapitalized Equipment-Under \$5000								
4790	\$60,567.86	2.66 %	\$170,660.66	3.78 %	(\$16,461.79)	-0.68 %	(\$6,592.42)	-0.15 %
Supplies (Food)								
Supplies	\$97,323.76	4.27 %	\$314,729.79	6.97 %	\$127,108.22	5.26 %	\$262,671.83	5.86 %
Salaries								

Statement of Revenue and Expense
Anaheim Union High School District

	Period 3 Ending in 09/30/2018				Period 3 Ending in 09/30/2017			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2200	\$823,274.47	36.15 %	\$1,392,352.16	30.83 %	\$832,122.36	34.45 %	\$1,356,424.19	30.25 %
Classified Salaries								
2300	\$44,480.32	1.95 %	\$138,524.74	3.07 %	\$41,154.54	1.70 %	\$123,463.62	2.75 %
Class.Sup/Admin Salaries								
2400	\$47,511.34	2.09 %	\$110,567.17	2.45 %	\$33,025.48	1.37 %	\$90,384.75	2.02 %
Clerical/Office Salaries								
2550	\$12,339.00	0.54 %	\$24,678.00	0.55 %	\$12,429.00	0.51 %	\$24,858.00	0.55 %
Food Service Vacation Pay								
Salaries	\$927,605.13	40.74 %	\$1,666,122.07	36.89 %	\$918,731.38	38.04 %	\$1,595,130.56	35.58 %
Benefits								
3202	\$127,571.33	5.60 %	\$242,281.17	5.36 %	\$107,739.16	4.46 %	\$199,863.79	4.46 %
PERS, Classified Position								
3302	\$68,968.87	3.03 %	\$123,972.89	2.74 %	\$68,859.23	2.85 %	\$119,650.42	2.67 %
OASD/MED/Classified Position								
3402	\$206,159.49	9.05 %	\$608,719.69	13.48 %	\$197,455.97	8.18 %	\$557,261.07	12.43 %
Hlth/Welfare, Classified								
3502	\$458.92	0.02 %	\$821.71	0.02 %	\$453.10	0.02 %	\$785.92	0.02 %
SUI, Classified Position								
3602	\$22,357.66	0.98 %	\$40,049.39	0.89 %	\$20,867.58	0.86 %	\$36,216.14	0.81 %
Workers Comp, Classified								
Benefits	\$425,516.27	18.69 %	\$1,015,844.85	22.49 %	\$395,375.04	16.37 %	\$913,777.34	20.38 %
Other Expenses								
5200	\$1,227.46	0.05 %	\$3,021.52	0.07 %	\$2,510.47	0.10 %	\$3,542.11	0.08 %
Travel & Conference								
5500	\$58,810.07	2.58 %	\$70,968.93	1.57 %	\$46,723.07	1.93 %	\$53,153.07	1.19 %
Operation & Housekeeping								
5600	\$5,853.11	0.26 %	\$50,118.63	1.11 %	\$3,722.26	0.15 %	\$12,926.47	0.29 %
Rental/Lease/Repair								
5800	\$0.00	0.00 %	\$8,007.38	0.18 %	\$0.00	0.00 %	\$1,589.94	0.04 %
Prof. Consult Service								
5900	\$10,485.21	0.46 %	\$20,230.97	0.45 %	\$3,895.07	0.16 %	\$15,169.18	0.34 %
Fax, Pager, Postage								
Other Expenses	\$76,375.85	3.35 %	\$152,347.43	3.37 %	\$56,850.87	2.35 %	\$86,380.77	1.93 %
Capital Outlay								
6500	\$0.00	0.00 %	\$34,828.04	0.77 %	\$3,496.49	0.14 %	\$37,274.51	0.83 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$34,828.04	0.77 %	\$3,496.49	0.14 %	\$37,274.51	0.83 %
Total Expense	\$2,331,412.15	102.38 %	\$4,888,042.94	108.22 %	\$2,480,614.68	102.70 %	\$4,670,316.62	104.16 %
Net Profit (Loss)	(\$54,305.18)	-2.38 %	(\$371,467.85)	-8.22 %	(\$65,300.91)	-2.70 %	(\$186,702.37)	-4.16 %

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מחלקת חינוך בית הספר
 Business Division
 2018/19 MONTHLY ENROLLMENT REPORT
 MONTH 4
 10/29/18 - 11/16/18

SCHOOL	REGULAR DAY							Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
	9th	10th	11th	12th	11th	12th	Subtotal				
Anaheim	753	736	765	539	2,793	-	145	2,938			
Cypress	711	765	649	661	2,786	1	90	2,877			
Katella	643	659	603	573	2,478	4	164	2,646			
Kennedy	578	576	518	588	2,260	1	87	2,348			
Loara	470	482	456	439	1,847	2	133	1,982			
Magnolia	430	409	325	355	1,519	2	144	1,665			
Oxford	207	198	189	199	793	-	-	793			
Savanna	415	467	432	435	1,749	2	76	1,827			
Western	430	448	457	359	1,694	1	96	1,791			
Total Comprehensive	4,637	4,740	4,394	4,148	17,919	13	935	18,867			
Independent Learning Center	2	4	23	222	251	-	-	251			
Gilbert High School	-	-	149	358	507	3	119	629			
Katella Satellite Independent Study	4	18	21	31	74	-	-	74			
Kennedy Satellite Independent Study	4	18	16	34	72	-	-	72			
Polaris High School	9	18	36	52	115	-	-	115			
Special Education Transition Program	-	-	-	-	-	-	162	162			
Total Alternative Ed	19	58	245	697	1,019	3	281	1,303			
Hope	-	-	-	-	-	-	236	236			
Total Senior High Schools	4,656	4,798	4,639	4,845	18,938	16	1,452	20,406			

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
	7th	8th	11th	12th				
Ball	476	435	911	1	46	958		
Brookhurst	533	506	1,039	-	48	1,087		
Dale	520	455	975	-	65	1,040		
Lexington	674	780	1,454	-	27	1,481		
Orangeview	417	398	815	1	57	873		
Oxford	246	209	455	-	-	455		
South	751	720	1,471	1	64	1,536		
Sycamore	647	645	1,292	3	47	1,342		
Walker	508	487	995	1	31	1,027		
Total Comprehensive	4,772	4,635	9,407	7	385	9,799		
Polaris High School	2	10	12	-	-	12		
Total Alternative Ed	4,774	4,645	9,419	7	385	12		
Total Junior High Schools	9,546	9,280	18,826	14	770	9,811		

DISTRICT TOTAL 30,217

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2018/19 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON

Month 4

HIGH SCHOOL	Month 3	Month 4	Growth v. (Decline)
Anaheim	2,944	2,938	(6)
Cypress	2,879	2,877	(2)
Katella	2,664	2,646	(18)
Kennedy	2,355	2,348	(7)
Loara	1,989	1,982	(7)
Magnolia	1,671	1,665	(6)
Oxford	794	793	(1)
Savanna	1,831	1,827	(4)
Western	1,799	1,791	(8)
Total Senior High	18,926	18,867	(59)

JUNIOR HIGH SCHOOL	Month 3	Month 4	Growth v. (Decline)
Ball	964	958	(6)
Brookhurst	1,093	1,087	(6)
Dale	1,042	1,040	(2)
Lexington	1,482	1,481	(1)
Orangeview	876	873	(3)
Oxford	455	455	-
South	1,540	1,536	(4)
Sycamore	1,346	1,342	(4)
Walker	1,026	1,027	1
Total Junior High	9,824	9,799	(25)

Total Comprehensive Schools	28,750	28,666	(84)
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Alternative Education	Month 3	Month 4	Growth v. (Decline)
Independent Learning Center	247	251	4
Gilbert High School	634	629	(5)
Hope School	237	236	(1)
Katella Satellite Independent Study	64	74	10
Kennedy Satellite Independent Study	69	72	3
Polaris High School	119	127	8
Special Education Transition Program	162	162	-
Total Alternative Ed.	1,532	1,551	19

District Total	30,282	30,217	(65)
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AGREEMENT NUMBER: 47437

AGREEMENT FOR PROVISION OF
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
FISCAL YEAR 2018-2019

This AGREEMENT, entered into this 1st day of November, 2018, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT", and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange County Friday Night Partnership services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT for the provision of Orange County Friday Night Live Partnership advisor stipends in order to comply with the Agreement with COUNTY to provide comprehensive primary prevention programs to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required, and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
2 independent contractor to provide the services as described in the
3 "2018-2019 Participation & Stipend Requirements for School-Based
4 Chapters", which is attached hereto as Exhibit "A" and incorporated
5 herein by this reference. SUPERINTENDENT shall provide advisor stipends
6 to the designated Orange County Friday Night Live chapter advisor(s)
7 at: Brookhurst Junior High School, Gilbert High School, Kennedy High
8 School, Magnolia High School, Orangeview Junior High School, Savanna
9 High School and South Junior High School. DISTRICT hereby agrees to
10 perform said work upon the terms and conditions hereinafter set forth
11 for the Community & Student Support Services Program.

12 2.0 TERM. DISTRICT shall commence providing services under this
13 AGREEMENT on November 1, 2018 and will diligently perform as required
14 and complete performance by June 30, 2019, subject to termination as
15 set forth in this AGREEMENT.

16 3.0 PAYMENT.

17 A. SUPERINTENDENT agrees to pay DISTRICT for services
18 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the
19 total sum not to exceed Seven thousand dollars (\$7,000.00).

20 Reimbursement for Advisor Stipends shall be made at the maximum rate of
21 One thousand dollars (\$1,000.00) for each eligible school chapter.

22 Verification and completion of all activities by June 1, 2019, is
23 required to receive full stipend. Payment to DISTRICT shall be made
24 upon satisfactory performance of activities identified in Section 1.0
25 of this AGREEMENT, satisfactory completion of reporting requirements,
and receipt and approval of an itemized invoice. DISTRICT'S invoice is

1 due to SUPERINTENDENT no later than June 29, 2019. Payment shall be
2 mailed to: Anaheim Union High School District, 501 Crescent Way,
3 Anaheim, California 92803, or at such other place as DISTRICT may
4 designate in writing. Payment shall be made within thirty (30) days
5 from receipt of an accurate invoice from DISTRICT.

6 B. DISTRICT shall not claim reimbursement for food, equipment
7 purchases, or services provided beyond the expiration and/or termination
8 of this AGREEMENT, except as may otherwise be provided under this
9 AGREEMENT.

10 C. SUPERINTENDENT may withhold or delay any payment should
11 DISTRICT fail to comply with any of the provisions set forth in this
12 AGREEMENT.

13 D. The obligation of SUPERINTENDENT under this AGREEMENT is
14 contingent upon the availability of funds furnished by the State of
15 California. In the event that such funding is terminated or reduced,
16 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
17 obligations hereunder shall be limited to the amount owed to DISTRICT
18 for services thus far performed at the time notice is given to DISTRICT.
19 SUPERINTENDENT shall provide DISTRICT written notification of such
20 termination. Notice shall be deemed given when received by the DISTRICT
21 or no later than three (3) days after the day of mailing, whichever is
22 sooner.

23 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any
24 costs or expenses paid or incurred by DISTRICT in performing services
25 for SUPERINTENDENT, except as follows: N/A.

1 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
2 AGREEMENT, shall be and act as an independent contractor. DISTRICT
3 understands and agrees that he/she and all of his/her employees shall
4 not be considered officers, employees or agents of the SUPERINTENDENT,
5 and are not entitled to benefits of any kind or nature normally provided
6 employees of the SUPERINTENDENT and/or to which SUPERINTENDENT'S
7 employees are normally entitled, including, but not limited to, State
8 Unemployment Compensation or Workers' Compensation. DISTRICT assumes
9 the full responsibility for the acts and/or omissions of his/her
10 employees or agents as they relate to the services to be provided under
11 this AGREEMENT. DISTRICT shall assume full responsibility for payment
12 of all federal, state and local taxes or contributions, including
13 unemployment insurance, social security and income taxes with respect
14 to DISTRICT'S employees.

15 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify, hold
16 harmless and defend the SUPERINTENDENT, the Orange County Board of
17 Education and its officers, agents and employees from every claim or
18 demand made and every liability, loss, damage or expense, of any nature
19 whatsoever, which may be incurred by reason of:

20 (a) Liability for damages for: (1) death or bodily injury
21 to person; (2) injury to, loss or theft of property; or
22 (3) any other loss, damage or expense arising out of (1) or
23 (2) above, sustained by the DISTRICT or any person, firm or
24 corporation employed by the DISTRICT, either directly or by
25 independent contract, upon or in connection with the services
called for in this AGREEMENT, however caused, except for

1 liability for damages referred to above which result from
2 the sole negligence or willful misconduct of the
3 SUPERINTENDENT, the Orange County Board of Education, or its
4 officers, employees or agents.

5 (b) Any injury to or death of any persons, including the
6 SUPERINTENDENT or its officers, agents and employees, or
7 damage to or loss of any property caused by any act, neglect,
8 default, or omission of the DISTRICT, or any person, firm or
9 corporation employed by the DISTRICT, either directly or by
10 independent contract, arising out of, or in any way connected
11 with, the services covered by this AGREEMENT, whether said
12 injury or damage occurs either on or off SUPERINTENDENT'S
13 property, except for liability for damages which result from
14 the sole negligence or willful misconduct of the
15 SUPERINTENDENT, the Orange County Board of Education, or its
16 officers, employees or agents.

17 (c) Any liability for damages which may arise from the
18 furnishing or use of any copyrighted or uncopyrighted matter
19 or patented or unpatented invention under this AGREEMENT.

20 7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
21 AGREEMENT shall not be assigned by the DISTRICT without prior written
22 approval of SUPERINTENDENT.

23 8.0 TOBACCO USE POLICY. In the interest of public health,
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
25 of any tobacco products are prohibited in buildings and vehicles, and
on any property owned, leased or contracted for by the SUPERINTENDENT

1 pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with
2 conditions of this policy could result in the termination of this
3 AGREEMENT.

4 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
5 unlawful discrimination in employment of persons because of race, color,
6 religious creed, national origin, ancestry, physical handicap, medical
7 condition, marital status, or sex of such persons.

8 10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or
9 without cause, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT
10 shall provide written notice to the other party thirty (30) days in
11 advance of termination. SUPERINTENDENT shall compensate DISTRICT only
12 for services satisfactorily rendered to the date of termination. Written
13 notice by SUPERINTENDENT shall be sufficient to stop further performance
14 of services by DISTRICT. Notice shall be deemed given when received by
15 SUPERINTENDENT or DISTRICT or no later than three (3) days after the
16 day of mailing, whichever is sooner.

17 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
18 by either party to the other, shall be in writing and given either by:
19 (a) personal service or (b) by U.S. Mail, mailed either by registered
20 or certified mail, return receipt requested, with postage prepaid.
21 Service shall be considered given when received if personally served or
22 if mailed on the third day after deposit in any U.S. Post Office. The
23 address to which notices or demands may be given by either party may be
24 changed by written notice given in accordance with the notice provisions
25 of this section. As of the date of this AGREEMENT, the addresses of the
parties are as follows:

1 DISTRICT: Anaheim Union High School District
2 501 Crescent Way
3 Anaheim, California 92803
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 P.O. Box 9050
8 Costa Mesa, California 92628-9050
9 Attn: Patricia McCaughey

10 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
11 redress for violation of, or to insist upon, the strict performance of
12 any term or condition of this AGREEMENT, shall not be deemed a waiver
13 by that party of such term or condition, or prevent a subsequent similar
14 act from again constituting a violation of such term or condition. Or
15 prevent a subsequent similar act from again constituting a violation of
16 such term or condition. Nevertheless continue in full force and effect,
17 and shall not be affected, impaired or invalidated in any way.

18 13.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in anyway.

23 14.0 APPLICABLE LAWS. The services completed herein must meet the
24 approval of the SUPERINTENDENT and shall be subject to the
25 SUPERINTENDENT'S general right of inspection to secure the satisfactory
completion thereof. DISTRICT agrees to comply with all federal, state
and local laws, rules, regulations and ordinances that are now or may
in the future become applicable to DISTRICT, DISTRICT'S business,

1 equipment and personnel engaged in operations covered by this AGREEMENT
2 or accruing out of the performance of such operations.

3 15.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000. DISTRICT and its
4 Subcontractors, if any, that provide services covered by this AGREEMENT
5 shall comply with Section 106(g) of the Trafficking Victims Protection
6 Act of 2000 (22 U.S.C. 7104(g)) as amended by Section 1702.

7 16.0 LOBBYING. DISTRICT shall not use the funds provided by means of
8 this AGREEMENT for lobbying any governmental agency or official.
9 DISTRICT shall file all certificates and reports in compliance with the
10 requirement pursuant to Title 31, Section 1352, U.S.C.A.

11 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
12 be governed by the laws of the State of California with venue in Orange
13 County, California.

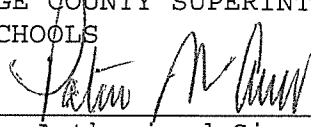
14 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
15 attached hereto constitute the entire agreement among the Parties to it
16 and supersedes any prior or contemporaneous understanding or agreement
17 with respect to the services contemplated, and may be amended only by
18 a written amendment executed by both Parties to the AGREEMENT.

19 IN WITNESS WHEREOF, the Parties hereto set their hands.

20 DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

21 BY: _____
22 Authorized Signature

21 BY: 
22 Authorized Signature

23 PRINTED NAME: Dr. Jaron Fried

PRINTED NAME: Patricia McCaughey

24 TITLE: Assistant Superintendent

TITLE: Administrator

25 DATE: 12/14/18

DATE: October 15, 2018

AUHS-OCFNLPA Advisor Stipend(47437)19
Zip9

EXHIBIT "A"

Club Live

2018-2019 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Club Live advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2018-2019 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

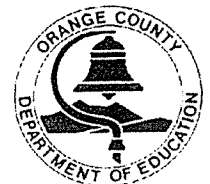
Requirement	Stipend
1. Name, Membership, Meetings, Standards of Practice, and Co-branding: Utilize the Club Live name for meetings, events, and activities. Maintain a Club Live chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice. For chapters that are co-branding with another leadership group, uphold the Co-Branding Guidelines.	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 5, 2018: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 10 th day of the following month.	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Fall Youth Training: Participate in the Fall Leadership Training or a 3-hour training conducted at school site.	\$100
6. Spring Youth Training/Event: Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. Program Evaluation: Administer the pre-survey to chapter youth by the third chapter meeting of the year. Administer the post-survey to chapter youth in April. A minimum of 80% of current chapter members must participate in the pre and post survey.	\$100
8. Alcohol and Other Drug Prevention Activities: Implement two (2) youth-led activities that focus on the prevention of alcohol or other drugs. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
9. School-based Prevention Activity #1: Conduct one (1) prevention activity by December 31, 2018 that results in contact with 50% of the school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100
10. School-based Prevention Activity #2: Conduct one (1) prevention activity by June 15, 2019 that results in contact with 50% of the school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



Friday Night Live (FNL)

2018-2019 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2018-2019 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

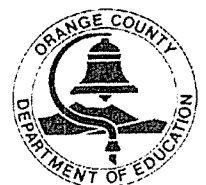
Requirement	Stipend
1. Name, Membership, Meetings, Standards of Practice, and Co-branding: Utilize the Friday Night Live (FNL) name for meetings, events, and activities. Maintain a FNL chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice. For chapters that are co-branding with another leadership group, uphold the Co-Branding Guidelines.	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 5, 2018: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 10 th day of the following month.	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Fall Youth Training: Participate in the Fall Leadership Training or a 3-hour training conducted at school site.	\$100
6. Spring Youth Training/Event: Participate in the Spring Leadership Training and/or the Chapter Recognition Ceremony.	\$100
7. Program Evaluation: Administer the pre-survey to chapter youth by the third chapter meeting of the year. Administer the post-survey to chapter youth in April. A minimum of 80% of current chapter members must participate in the pre and post survey.	\$100
8. Alcohol and Other Drug Prevention Activity: Implement one (1) youth-led activity that focuses on the prevention of one of the following: underage drinking, prescription drug use, impaired driving, or marijuana use. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100
9. Feeder School Activity: Conduct two (2) youth-led alcohol and other drug prevention activities at a feeder middle or elementary school. <i>For credit: Submit description on monthly logs and include photo.</i>	\$200
10. School-based Prevention Activity: Conduct one (1) prevention activity that results in contact with 40% of the school population. <i>For credit: Submit description on monthly logs and include photo.</i>	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor's Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the Orange County Health Care Agency, Alcohol and Drug Education and Prevention Team.



**AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

As of November 13, 2018, the agreement entitled “College and Career Access Pathways Partnership Agreement (CCAP Agreement)” between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District (“SCHOOL DISTRICT”) will be amended by adding three educational programs (ADDENDUM A).

This change is only the addition of three educational programs; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on November 13, 2018

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: _____
Fullerton College
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

ADDENDUM A

- CCAP AGREEMENT PROGRAM YEAR** – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2018-2019

COLLEGE: Fullerton College

EDUCATIONAL PROGRAMS: Counseling, Administration of Justice

SCHOOL DISTRICT: Anaheim Union High School District

HIGH SCHOOLS: Loara, Gilbert, Anaheim

TOTAL NUMBER OF STUDENTS TO BE SERVED: 90 students				TOTAL PROJECTED FTES: 3 FTES			
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Criminal Investigation	AJ 223 F	Spring 2019	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
2. Orientation for College Success	COUN 100 F	Spring 2019	3:00 – 6:20pm	W	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Gilbert HS
3. Introduction to Biotechnology Lab	BIOL 190 F	Spring 2019	TBD	T/R	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

- BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Criminal Investigation	TBD			
2. Orientation for College Success	N/A			
3. Introduction to Biotechnology Lab	TBD			

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:

13 th	day of	December	2018
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by and between

Dr. Fernando Rodriguez-Valls

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies;

and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Dr. Fernando Rodriguez-Valls, who is an associate professor at California State University, Fullerton, will agree to: <ul style="list-style-type: none"> • Design materials for professional development, curriculum and evaluation for the AUHSD Summer Language Academy (15 hours) • Conduct professional development for District staff, teachers, and instructional assistants to prepare them to facilitate and teach the language and literacy development components of the Summer Language Academy (15 hours) • Observe the Summer Language Academy classrooms and gather data (30 hours) • Analyze collected data and write a report to the District on the outcomes of the pilot (15 hours)

Site/School:	EL and Multilingual Services, ELD Program	Funds:	Title III (3790)
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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: January 1, 2019

and shall diligently perform as specified and complete performance by:

Date: July 31, 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:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$11,000

for services rendered

to # of people:	6-10 District staff (teachers and bilingual instructional assistants)	# hours per day:	5	# 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:

Dr. Rodriguez-Valls, in collaboration with District staff, will design and tailor the Summer Language Academy 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, and presentation to the District with a written report of the program.

- 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Dr. Rodriguez-Valls has created partnerships with school districts, local educational agencies and universities to develop and implement community-based literacy programs. His work focuses on equitable instructional practices for second language learners and migrant students as well as on the socio-cultural factors affecting their academic achievement, educational continuity and school engagement.

List any technical support that will need to be supplied by District:


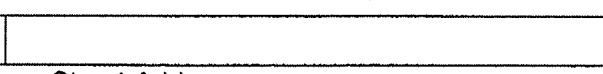
No technical support is needed.

COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Dr. Fernando Rodriguez-Valls	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Dr. Fernando Rodriguez-Valls	Dr. Jaron Fried
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
538, WICKLIFFE Dr.	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
PASADENA, CA 91104	Anaheim, CA 92803-3520
Date:	
December 13, 2018	

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

<input checked="" type="checkbox"/> FRV	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
---	--

Telephone Number:

E-mail Address:

(626) 354-6094	frodriquer-valls@fullerton.edu
----------------	--------------------------------

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature:		Date:	12/3/18
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ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 N. Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

13 th	day of	December	2018
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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:

- 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:	2018 Dates: 12/14/18 – Orangeview JHS (2 assemblies)	Funds (Cost Center):	TUPE Grant 4898
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- List of Other Supportive Staff or Consultants:

No other support staff is required.

- Consultant shall commence providing services under this AGREEMENT on:

Date:	December 14, 2018
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and shall diligently perform as specified and complete performance by:

Date:	May 23, 2019
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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:	800 – Orangeview 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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2018-19

BMX WHEELS OF FREESTYLE STUDENT ASSEMBLY/SHOW

Sponsored by the Tobacco-Use Prevention Education (TUPE) Program

ORIGINAL DATE	NEW MODIFIED DATE	DAY OF THE WEEK	ACTIVITY	SCHOOL	# PRESENTATIONS	# STUDENTS	TIME	TUPE-FUNDED COST
12/14/2018	---	Friday	BMX Student Assembly/Show	Orangeview JHS	2	800	TBD	\$1,798.00
TOTAL								\$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:

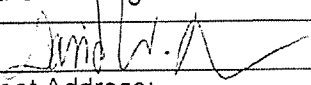
None. Only an outlet to plug in for power and outdoor space for performance.

**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:	
11/5/18			

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	75-2003396
--	------------

*Or, initial below:

<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

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: 11/5/18
--	---------------

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):

13 th	day of	December	2018
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by and between

Dance Masters

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 Dance Masters 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:	2019 1/9/19 (Wed.) – BALL JHS (2 shows) 1/16/19 (Wed.) – GILBERT/POLARIS HS (2 shows) 1/18/19 (Fri.) – KENNEDY HS (2 shows)	Funds (Cost Center):	TUPE Grant 4898
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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:	January 9, 2019
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and shall diligently perform as specified and complete performance by:

Date:	May 23, 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:

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

\$5,400

for services rendered

to # of people:	1,000 – Ball JHS 800 – Gilbert/Polaris HS 2,000 – Kennedy HS In addition to an unknown number of site teachers and staff participants.	# hours per day:	3.0 to 5.0	# of days:	3
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2018-19

DANCE MASTERS

Sponsored by the Tobacco-Use Prevention Education (TUPE) Program

ORIGINAL DATE	NEW MODIFIED DATE	DAY OF THE WEEK	ACTIVITY	SCHOOL	# PRESENTATIONS	# STUDENTS	TIME	TUPE-FUNDED COST
1/9/2019	---	Wednesday	Dance Masters :BALL JHS		2	1,000	TBD	\$1,800.00
1/16/2019	---	Wednesday	Dance Masters :GILBERT/POLARIS I		2	800	TBD	\$1,800.00
1/18/2019	---	Friday	Dance Masters :KENNEDY HS		2	2,000	TBD	\$1,800.00
TOTAL								\$5,400.00

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, the Dance Masters assemblies will help students make good decisions. Students today face ever increasing challenges and they seem pressed from every side. To reach them one of the most effective tools has been through spectacular dance presentations programs that hold their attention and challenge their thinking.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Dance Masters has 12 years of experience performing throughout the world delivering custom messages tailored to each event. The message of this anti-tobacco assembly is to be 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:

Needed to Present:

*PLEASE SEE PERFORMANCE REQUIREMENTS SHEET IN ADDITION TO BELOW!

*Access to your best available sound system.

*Dance Masters will need to plug-in an iPod into your best portable or House PA system.

*Requires one (1) wireless microphone or 1 wired MIC with a long cord.

*Performance area of at LEAST 16' x 16', smooth, un-carpeted area to perform.

*Auditorium stage, MPR stage, gymnasium floor are ideal, but we work with specific school needs. We cannot perform on CARPET!

*Please have a custodian sweep the area first as the performers will be spinning on the floor.

*Volunteers needed (2 or 3 teachers/admin) who are willing to be part of the show. Please hand list to host before the show starts.

*Bottle water and a little fruit or snacks are always appreciated, but not expected.

**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):

Dance Masters	Anaheim Union High School District
---------------	------------------------------------


Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Jarrold Taylor, LAUSD Educator/Artistic Director/Official Host	Jaron Fried
---	-------------

Authorized Signature:

Signature of Assistant Superintendent:

X 	X
---	---

Street Address:

Street Address:

20748 Vose Street	501 Crescent Way, P.O. Box 3520
-------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Winnetka, CA 91306	Anaheim, CA 92803-3520
--------------------	------------------------

Date:

Date:

11/2/18	
---------	--

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

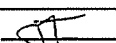
Social Security Number*

or

Federal Identification Number*

--	--

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
---	--

Telephone Number:

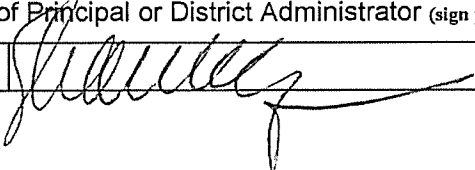
E-mail Address:

(800) 610-5570 Office / (818) 430-5626 Mobile	director@dancemaster.tv
---	-------------------------

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: 11/5/18
--	---------------

Memorandum of Understanding Between
Anaheim Union High School District
And
Capistrano Unified School District
2018 - 2019

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Capistrano Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 8, 2018, and ending June 30, 2019.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the **2018-19** school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District
Address: 501 N. Crescent Way
City: Anaheim, CA 92801

Attn: Celeste Krueger
Title: Director, Special Youth Services
Telephone: 714-999-3528
Fax: 714-999-0622

Sending District

School District: Capistrano Unified School District
Address: 33122 Valle Road
City: San Juan Capistrano, CA 92675
Attn: Dr. Gregory Merwin
Title: Associate Superintendent, Student Support Services
Telephone: 949-234-9275
Fax: 949-240-9047

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Date

Date Approved by Provider
Sender
District Board: _____

Capistrano Unified School District
Sender District

By: _____
Authorized Agent Signature

Greg Merwin, Associate Superintendent
Name/Title

August 23, 2018
Date

Date Approved by
District Board: August 22, 2018

cc: SELPA

District Name
Regional Program:
Annual Summary
Period:

I. Base Revenue Earned

- 1. Billing Districts Revenue Limit per ADA _____
- 2. Total ADA
(ADA from Student Data worksheet) _____
- 3. District of Residence Revenue Limit Credit
(line 1 x line 2) _____

II. PL 94-42 Revenue Earned (Local Assistance)

- 1. Current year PL 94-42 per pupil an _____ x # SH students _____
(using prior yr Dec pupil)

III. Total Revenue

- 1. Total Base Revenue Earned \$ _____
(section I - line 3)
- 2. Total PL 94-42 Revenue Earned \$ _____
(section II - line 1)
- 3. Total Program Revenue _____

IV. Expenditures

- 1. Total Program Expenditures _____
(from Allowable Costs Worksheet)

V. Program Cost Billing

- 1. Program Excess Cost _____

(section IV line 1 minus section III line 3)

2.	Total Student Count in Program (Student Count from Student Data worksheet - not ADA)		_____
3.	Total Per Student Costs (line V1 divided by line V2)		_____
4.	Total number of students by district of residence		_____
5.	Total XX-XX Regional Program Costs (line V4 x line V3)	\$	_____
6.	Less: Payments Received	\$	_____
7.	Total Invoice	\$	_____

Exhibit A

Instructional Materials Submitted for Adoption
Thursday, December 13, 2018
November 9, 2018-December 13, 2018

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Automotive Electrical 1 (#3022)	11-12	<i>Automotive Electricity and Electronics, Edition 5</i>	Pearson
Dual Enrollment	Basic	Careers in Fashion (#3061)	9-10	<i>Careers in Fashion</i>	Fullerton College
Dual Enrollment	Basic	Criminal Investigation (#2061)	11-12	<i>Criminal Investigation, Edition 5</i>	Jones & Bartlett Learning
Dual Enrollment	Basic	History of Rock Music (# 2019)	11-12	<i>What's That Sound? An Introduction to Rock and Its History, Edition 5</i>	Norton & Company
Dual Enrollment	Basic	Introduction to Programming (#2061)	10-12	<i>Introduction to Programming with Visual Studio 2017</i>	Cypress College
Dual Enrollment	Basic	Music Appreciation (#3065)	9-12	<i>Music: An Appreciation, Edition 12</i>	McGraw Hill Education
Dual Enrollment	Basic	Spreadsheet-Excel for Windows (#2039)	9-12	<i>New Perspectives Microsoft Office 365 & Excel 2016 Comprehensive</i>	Cengage Learning
English	Suppl.	English 8 (#1350)	8	<i>Long Way Down</i>	Atheneum

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Addendum Regular School Year 2018-2019

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
1819 - 173	08/28/2002	10	12/13/2018	Olive Crest Academy	\$89,194.18

*Includes transportation costs, if applicable.

Field Trip Report

Board of Trustees

December 13, 2018

- 1. Cypress High School: Boys Basketball (14 male students)
 Adviser/Lead Chaperone: Derek Mitchell (male)
 Chaperone: Tom Wong (male)

To: Las Vegas, NV
 Dates: December 26, 2018 to December 29, 2018
 Purpose: Varsity Boys Basketball Tournament
 Expenses: ASB/Club Fundraisers-registration, transportation
 Booster Club-accommodations
 Parent/Student- meals

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

- 2. Katella High School: Band (44 students-24 male, 20 female)
 Adviser/Lead Chaperone: Dylan Harlan (male)
 Chaperones: Brian Dezelsky (male), Shaun McLaren (male), Tracy Dezelsky (female),
 Tammy Booppacheun (female), and Kristen Matthews (female)

To: San Diego, CA
 Dates: March 9, 2019 to March 12, 2019
 Purpose: Perform at Sea World and the USS Midway
 Expenses: Booster Club-registration, meals, transportation, accommodations
 Parent/Student-meals

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

- 3. Kennedy High School: CTE Pathway (8 students-4 male, 4 female)
 Adviser/Lead Chaperone: Michael Beau Gasinski (male)
 Chaperone: Cathy Fong (female)

To: Rabobank Convention Center, Bakersfield, CA
 Dates: January 16, 2019 to January 17, 2019
 Purpose: Educational Entrepreneurial Conference
 Expenses: ASB/Club Fundraisers-accommodations
 Parent/Student-meals, accommodations
 Site Funds-registration, transportation, substitutes

Number of school days missed for this trip: 2
 Number of school days missed previously: 2
 Total number of days missed by this group: 4

Field Trip Report

Board of Trustees

December 13, 2018

4. Loara High School: Thespians (13 students-7 male, 6 female)
Adviser/Lead Chaperone: Vanessa Montgomery (female)
Chaperone: Page Montgomery (male)

To: Upland High School, Upland, CA
Dates: March 27, 2019 to March 30, 2019
Purpose: Attend, perform and learn at Thespian Festival
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations
Parent/Student-meals
Site Funds-substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

5. Oxford Academy: Baseball (15 male students)
Adviser/Lead Chaperone: Cory Williams (male)
Chaperones: Casey Williams (male) and Lucas Sardo (male)

To: Oxford Academy, (on campus)
Dates: January 11, 2019 to January 12, 2019
Purpose: Team building, bonding and goal setting for the season
Expenses: Parent/Student-meals, transportation
Oxford Academy-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

6. Oxford Academy: Virtual Enterprise (28 students-12 male, 16 female)
Adviser/Lead Chaperone: Michael Rylaarsdam (male)
Chaperones: Michael Beau Gasinski (male), David Rylaarsdam (male),
Cathy Fong (female), and April Rylaarsdam (female)

To: Bakersfield Convention Center, Bakersfield, CA
Dates: January 16, 2019 to January 17, 2019
Purpose: Participate in Tradeshow and Business Tour
Expenses: ASB/Club Fundraisers-registration, meals, accommodations
Perkins-meals, transportation, accommodations, substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 1
Total number of days missed by this group: 3

Field Trip Report

Board of Trustees

December 13, 2018

7. Western High School: Wrestling (14 male students)
Adviser/Lead Chaperone: Jaime Flores (male)
Chaperones: Robert Elias (male) and Austin Brown (male)

To: Morro Bay, CA
Dates: January 17, 2019 to January 19, 2019
Purpose: Wrestling Tournament
Expenses: Booster Club-registration, meals, accommodations
Parent/Student-meals
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

8. Western High School: History Club (13 students-4 male, 9 female)
Adviser/Lead Chaperone: Wendy Criner (female)
Chaperones: Diana Ngo (female), Lisa Shozi (female), and Charles Criner (male)

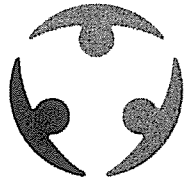
To: Paris and London
Dates: March 9, 2019 to March 17, 2019
Purpose: Explore culture and historical landmarks
Expenses: Parent/Student-meals, transportation, accommodations

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

9. Western High School: History Club (10 students-4 male, 6 female)
Adviser/Lead Chaperone: Lisa Shozi (female)
Chaperone: Jaime Flores (male)

To: Japan
Dates: June 1, 2019 to June 9, 2019
Purpose: Explore Japanese culture, practice language and visit historical sites
Expenses: Parent/Student-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



Candidate Rate Confirmation

Date: 11/9/18

This agreement is entered into on 11/9/18 by and between **Rockstar Recruiting LLC, DBA StaffRehab** (StaffRehab) and **Anaheim Union High School District**. The purpose of this confirmation is to establish a bill rate for the candidate referenced below.

Facility agrees to the following:

Candidate's Name:	Tony Meehleis – School Psychologist
Assignment Dates:	November 26 th , 2018 – December 21, 2018, or until district need has been fulfilled whichever comes first
Approved Time Off:	N/A
Guaranteed Hours & Schedule	M-F 7:30-4:00, 30 minute lunch, 8 hour billable day, per school schedule
Cancellation Notice:	30 days
Bill Rate:	\$90.00
Overtime/Holiday Rate:	\$135.00
Pre-employment Processing Fee:	One time fee of \$125 on the first invoice.
Mileage Reimbursement:	Per IRS Guidelines for drive time between Schools

All time over 40 hours in a week or 8 hours in a day will be billed at time and one half (1 ½)

Please complete the following information:

Facility Name and Address:	Anaheim Union High School District Special Youth Services 501 N. Crescent Way, Anaheim, CA 92801
Facility Telephone Number:	(714) 999-3526
Facility Supervisor Name:	Celeste Krueger
Facility Dress Code:	Business Casual
Timesheet Approver Email Address and Name:	Celeste Krueger - Krueger_c@auhsd.k12.ca.us

Billing Info:

Billing Address:	Anaheim Union High School District Special Youth Services 501 N. Crescent Way, Anaheim, Ca 92801
Billing Telephone Number:	714-999-6756
Billing Contact Info:	Celeste Krueger or Angelica Flores
Billing Email Address:	krueger_c@auhsd.us cc: flores_a@auhsd.us

Cancellation of Services: A minimum 30 day written cancellation notice whereas the traveler's end date falls on a Friday must be given to StaffRehab directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to StaffRehab or the contract employee.

Please sign and fax back to 949-258-5296 or scan and send over to tisam@staffrehab.com . If you have any questions or concerns, please contact Sara Palmer at 888.835.0894.

Client Name		Rockstar Recruiting, LLC DBA StaffRehab	
Name:		Name:	Tiara Medley
Print:	Brad Jackson	Print:	Tiara Medley
Title:	Assistant Superintendent, HR	Title:	Account Manager
Date:		Date:	11/9/18

By extending a permanent or travel offer to a candidate that you have received from StaffRehab, you expressly agree to the terms and conditions of the start confirmation and the StaffRehab Fee Agreement unless otherwise agreed in writing

PROFESSIONAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the fourteenth day of December, 2018, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

WHEREAS the client is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS TSG is specially trained, experienced, and competent to provide the special services required; and

WHEREAS such services are needed on a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

2. **SERVICES TO BE PROVIDED.** The services to be provided by TSG to CLIENT are as follows: CLIENT hereby retains TSG to assist with investigative services for incidents occurring within the Anaheim Union High School District. CLIENT hereby authorizes TSG to do whatever TSG deems advisable in this matter, including (without limitation thereto); to hire additional investigators, experts and other services on CLIENT'S behalf, at CLIENT'S cost pursuant to paragraph number 5 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. No promises or representations whatsoever have been made regarding the final outcome of any matter related to this Agreement. TSG will establish work

Professional Services Agreement

Page 2 of 8

hours for the services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to provide specific instruction where services are requested, to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf.

4. **TERMS AND CONDITIONS.** The term of this Agreement shall be from December 14, 2018 through December 13, 2020, with an option for three additional one year terms. As compensation for TSG's time spent on this matter, TSG shall be paid as follows: ONE HUNDRED EIGHTY-FIVE DOLLARS (\$185.00) per hour, plus expenses. Tasks shall be billed in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. TSG will charge CLIENT a time not to exceed seven tenths (0.7) of an hour and mileage at the current IRS rate not to exceed thirty-eight (38) miles each way for travel from the TSG offices in San Diego County to the investigation location in the Anaheim Union High School District.

If, while this Agreement is in effect, TSG increases the hourly rates being charged to clients generally for TSG's fees, that increase may be applied to any fees incurred under this Agreement as described above, but only with respect to services

CLIENT Initial: _____
TSG Initial: *pn*

Professional Services Agreement

Page 3 of 8

provided 30 days or more after written notice of the increase is mailed to CLIENT. If CLIENT chooses not to consent to the increased rates, CLIENT may terminate TSG's services under this Agreement by written notice effective when received by TSG, provided CLIENT executes and returns a Termination of Agreement form immediately upon its receipt from TSG.

CLIENT acknowledges that TSG has made no promises about the total amount of fees or costs (with the exception of travel time and mileage) to be incurred by CLIENT under this Agreement, and that any Deposit for Fees does not represent an estimate of the total cost of services. Investigators' fees are not set by law but rather are negotiable between the investigator and client. CLIENT has agreed to the fees set forth herein.

5. **COSTS.** In addition to the fees described above, CLIENT will pay all "costs" in connection with TSG's representation of CLIENT under this Agreement. Costs under \$300.00 will be advanced by TSG and then billed to CLIENT unless the costs can be met out of CLIENT'S deposits as described below. Costs over \$300.00 will be promptly submitted by TSG to CLIENT for CLIENT's direct payment. CLIENT agrees to make timely payment on such costs. Costs include those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, external hard drives, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.28 per page, facsimile charges, deposition costs, parking fees, mileage at the current IRS rate per mile, consultant or expert witness fees, and similar items. TSG agrees to obtain consent from CLIENT prior to incurring any outside services.

CLIENT Initial: _____
TSG Initial: PT

Professional Services Agreement

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6. **NOT TO EXCEED.** TSG agrees not to exceed total charges of: Forty Thousand Dollars (\$40,000) per year for fees and costs without prior written consent from CLIENT.

7. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT bi-weekly statements indicating TSG's fees and costs incurred, and their basis, any amounts applied from trust account deposits, and any current balance due. If no fees or costs are incurred for a particular week, or if they are minimal, the statement may be held and combined with that for the following week. Any balance due will be paid in full by CLIENT within 30 days after the statement is mailed. TSG may, at TSG's sole discretion, elect to bill certain legal services and costs as "No Charge" items. Any such "No Charge" billing by TSG shall be solely as a courtesy to CLIENT and shall not limit TSG's right to bill similar or even the identical type of services or costs, at their full rate, as they are incurred at any other time, on any future statement(s).

8. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.

9. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.

CLIENT Initial: _____
TSG Initial: *JA*

Professional Services Agreement

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10. **ARBITRATION.** CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court action without first requesting arbitration as set forth herein expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

11. **ENFORCEMENT EXPENSES.** Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

12. **INSURANCE AND APPLICABLE LAWS.** TSG will provide insurance as follows:

- a. Commercial General Liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- b. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is

CLIENT Initial: _____
TSG Initial: *IT*

Professional Services Agreement

Page 6 of 8

added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

- c. Automobile liability insurance with limits as required by the State of California
- d. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

TSG and it's employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

13. FINGERPRINT CERTIFICATION. TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work.

14. DRUG, ALCOHOL, AND TOBACCOO FREE WORKPLACE. TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the Agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for

CLIENT Initial:

TSG Initial: *RD*

Professional Services Agreement

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students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

15. **ASSIGNMENT.** This Agreement is not assignable without written consent of the parties hereto.

16. **COMPLETE AGREEMENT.** This Agreement constitutes the entire Agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

17. **NOTICES.** Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

18. **GOVERNING LAW.** The laws of the State of California shall govern the construction and interpretation of this Agreement.

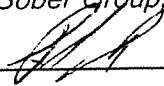
19. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement shall be the date first written above.

CLIENT Initial: _____
TSG Initial: *DT*

Professional Services Agreement
Page 8 of 8

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO
ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED
COPY THEREOF.

The Sobel Group, Inc.

By: 

Print Name/Title of Authorized Signatory:

David Sobel/President
P.O. Box 462637
Escondido, CA 92046

Dated: 12/14/2018

Anaheim Union High School District

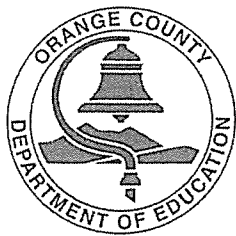
By: _____

Print Name/Title of Authorized Signatory:

Brad Jackson/Assistant Superintendent, HR
501 Crescent Way
Anaheim, CA 92803

Dated: _____

CLIENT Initial: _____
TSG Initial: 



**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE
JOHN W. BEDELL, PH.D.
REBECCA "BECKIE" GOMEZ
LISA SPARKS, PH.D.
KEN L. WILLIAMS, D.O.

Date: October 26, 2018
To: Michael B. Matsuda, Superintendent, Anaheim Union High School District
From: Nicole Savio Newfield, Administrator, Community and Student Support Services
Subject: Williams Settlement Legislation 1st Quarter Report

I am pleased to provide the first quarter Williams Settlement Legislation report for the 2018-19 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during July, August, and September 2018. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FIRST QUARTER REPORT

Instructional Material Reviews

- Four reviews were conducted at decile 1-3 schools from August 16 – 20, 2018.

School Site Facility Reviews

- Four reviews were conducted August 15 – 16, 2018.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the fourth quarter.
- No complaints were filed in your district during the period of April through June 2018.

Upcoming Quarter

- Uniform Complaint Procedure reporting

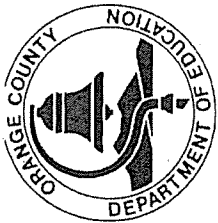
If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Susan Stocks, Director, Special Programs, Education Division



Orange County Department of Education
Williams Settlement Legislation
1st Quarter Report
Anaheim Union High School District
2018-19

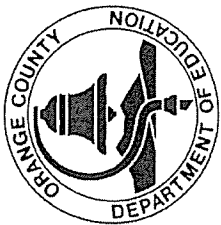
INSTRUCTIONAL MATERIALS

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Ball Jr. High	August 20, 2018		NONE				
Magnolia High	August 20, 2018		NONE				
South Junior High	August 16, 2018		NONE				
Sycamore Junior High	August 17, 2018		NONE				

BOT 2

¹“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



Orange County Department of Education
Williams Settlement Legislation
1st Quarter Report
Anaheim Union High School District
2018-19

FACILITIES

Schools were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified
Ball Jr. High	August 15, 2018	Girl's Restroom by Room 19	Tile missing on wall
Magnolia High	August 16, 2018	Girl's PE	Tiles near drain cover on floor missing in restroom
Magnolia High	August 16, 2018	Gym	Light covers missing in foyer area
Magnolia High	August 16, 2018	Boy's Restroom by Room 110	One toilet inoperable
Magnolia High	August 16, 2018	Room 915	Light covers missing
Magnolia High	August 16, 2018	Room 602	Light covers missing
Magnolia High	August 16, 2018	Room 108	Heating, ventilation, and air conditioning (HVAC) inoperable
Magnolia High	August 16, 2018	Parent Center	Fire extinguisher and door access blocked by table
South Jr. High	August 15, 2018	Room 203	Holiday lights hanging from light fixtures
South Jr. High	August 15, 2018	Room 308	Multiple paper decorations hanging from light fixtures
Sycamore Jr. High	August 15, 2018		NONE

BOT 3

Respectfully submitted,

Nicole Savio Newfield
 Administrator, Community and Student Support Services

10/26/18

Date

²Districts are not required to report corrections to the Orange County Department of Education.

Board of Trustees
December 13, 2018

1. Resignations/Retirements, effective as noted:

Bower, Victoria	Resignation	5/25/18
Kile, Brian	Resignation	12/21/18
Tran, Winston	Resignation	12/31/18

2. Leaves of Absence:

Kim, Kevin, for personal reasons, without pay and without health benefits from 8/31/18 through the end of the working day on 5/24/19.

3. Employment:

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Taylor III, Armando	11/29/18	2	1

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Estrada, Natalie	11/30/18	4	8
Gaumer, Rami	12/22/18	1	3

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Acosta, Amanda	11/26/18
Anh, Mai	12/4/18
Baker, Brandon	10/29/18
Baquedano, Zuleima	11/20/18
Brodts, Jacob	11/26/18
Dalessandro, Sherry	12/4/18
Given, Stephanie	12/4/18
Gomez, Leslie	11/7/18
Goodaker, Rick	12/3/18
Petrocelli, Jessica	11/13/18
Saad, Ali	11/9/18
Tang, Ann	11/7/18
Voas, Dakota	11/29/18
Wolfe, Nicholas	11/1/18

D. Day-to-Day Substitute Nurse(s), effective as noted:

Anh, Mai	12/4/18
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E. Day-to-Day Substitute Psychologist(s), to be paid \$54 per hour, effective as noted:

Camarena, Manuel	10/31/18
Sweet, Alysso	11/26/18

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- F. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2018-19 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 as noted:

Rittenhouse, Wiley	8/1/18	Kennedy High School
Rundblade, Rodney	10/26/18	Loara High School

4. Extra Service Compensation:

- A. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of \$1,146, for an earned CA Speech-Language Pathology License, effective as noted:

Lee, Stefanie	8/6/18
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- B. Additional Salary, for an extra period of coverage to be paid tenths and based on the individual's salary for 2018-19, effective as noted: (General Funds)

Crawford, Joshua	9/17/18
Little, Steven	8/8/18

- C. Additional Course Preparation Stipend, to be paid to the following individual(s), for each additional course preparation assigned, effective as noted:

Alvarez, Juan	8/6/18	1 additional course prep
Garcia, Ricardo	8/6/18	1 additional course prep
Padilla, Maria	8/6/18	1 additional course prep
Salazar, Valentin	8/6/18	1 additional course prep
Sanchez, Alicia	8/6/18	1 additional course prep

- D. Work Based Learning Coordinator (WBLC) Stipend, for the following individuals, for the 2018-19 school year, in the total amount of \$2,000, effective August 8, 2018. (LCFF Funds)

Binford, Mary
Bradford, Karina
Criner, Wendy
Dechene, John
Johnson, Mandy
Kuramoto, Diane
Lundquist-Phaire, Lori
Mounger, Lacie
Parratto, Robyn

- E. Title I Specialists Stipend, for the 2018-19 year, in the amount of \$1,829, will be paid in two disbursements, and/or half of the stipend at the end of each semester. (Title I Funds)

Dayton, Lorena	Magnolia High School
Gray, Matthew	Loara High School

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Hormuth, Lisa	Dale Junior High School
Jensen, Ann	Western High School
Nakayama, Robert	Orangeview Junior High School
Nguyen, Andy	South Junior High School
Niezgoda, Ryan (Chris) Hurley	Katella High School
Parmenter, Rick	Savanna High School
Ramstetter-Balluck, Michele	Gilbert High School
Sanchez, Alicia	Sycamore Junior High School
Trevett, Kirsten	Ball Junior High School
Weiss, Marcus	Brookhurst Junior High School
Zajec, Eydie	Anaheim High School

F. AUHSD STEAM and Civic Engagement Stipend, to be paid for the 2018-19 school year to the following individuals as noted: (LCFF Funds)

Alvahuante, Tina	\$1,000
Armijo, Valerie	\$1,000
Bidwell, Matthew	\$1,000
Bowie, Mark	\$1,000
Cummings. RoseZetta	\$2,000
Delgado, Dean	\$2,000
Elliott, Clay	\$1,000
Feruglio, Marcelo	\$1,000
Gupton, Jack	\$1,000
Hoos, Shannon	\$2,000
Kim, Jeff	\$1,000
Larsen, Susan	\$2,000
Luviano, Ivan	\$1,000
Mann, Denise	\$1,000
Marquez, Lisa	\$1,000
McBride, Shawn	\$2,000
Shimogawa, Teresa	\$1,000
Shoemaker, Brion	\$1,000
Takehara, Shinichi	\$1,000
Taylor, Nate	\$1,000
Vosskuhler, Kellie	\$1,000

5. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Dermody, Jennifer	3 1	3 7	10/16/18
Phillips, Jenna	2 1	2 3	11/2/18

6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Anderson, Daryl	11/29/18	Corrales, Rosemary	11/7/18
Behar, Jessica	11/8/18	Dumnatol, Janelle	11/6/18
Carmer, Steven	11/15/18	Flores, Griselda	11/28/18
Castellanos, Daniel	11/30/18	Gaytan, Maria	11/30/18
Chung, Sun	11/16/18	Gonzalez, Maria del Carmen	11/3/18

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Guerrero, Melissa	11/30/18	Patel, Khilna	11/4/18
Gutierrez, Jose	11/11/18	Patel, Pujal	11/7/18
Gutierrez, Nicole	11/30/18	Ramirezdelreal, Ignacio	11/29/18
Guzman, Clarice	11/13/18	Perez Perez, Mariza	11/30/18
Han, Eunice	11/6/18	Phan, Myle	11/8/18
Hernandez, Jose	11/3/18	Ramos, Shirlee	10/30/18
Hernandez, Lizbeth	11/30/18	Ramoszamora, Rossmari	11/14/18
Herrera, Yanelis	11/1/18	Rodriguezquijas, Maria	11/8/18
Ho, Danielle	11/9/18	Romero Diaz, Betzaida	11/30/18
Ho, Melina	11/7/18	Sanchezestrada, Nancy	11/30/18
Hoang, Quang	11/6/18	Saldivar, Carolina	11/30/18
Jayanthi, Anuradha	11/9/18	Salgado, Sofia	11/30/18
Johnson, Gloria	11/1/18	Santiago Sanchez, Reyna	11/13/18
Kim, Ah Ram	11/30/18	Sandoval, Celina	11/8/18
Kim, Tae	11/14/18	Saquilabon, Kevyn	11/1/18
Konishi, Barbara	11/30/18	See, Anthony	11/29/18
Lee, Amber	11/7/18	Sequeira, Louise	11/5/18
Lee, Diedra	11/27/18	Sunaryo, Yerry	11/6/18
Mejia, Maria	11/27/18	Tellezgarcia, Alejandra	11/8/18
Mercado, Adriana	10/30/18	Torres, Javier	11/30/18
Mina, Arnold	10/31/18	Tran, Kevin	12/3/18
Morello, Michael	11/14/08	Urfano, Remigio	11/5/18
Morgan, Kimberly	11/10/18	Vega-Sanchez, Carolina	11/13/18
Moy, Joseph	11/26/18	Villajaimes, Sandra	11/7/18
Nguyen, Lani	11/17/18	Villanueva, Patricia	11/30/18
Nguyen, Nicole	11/20/18	Vue, Julie	11/30/18
Nguyen, Tuyen	11/12/18	Yu, Annie	11/26/18
Pacier, Maureen	11/16/18		

7. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Amundson, Stephen Accompanist	\$830.50	1 st Semester	9/20/18
De La Cruz Aispuro, Guillermo Dance, Assistant	\$1,605	1 st Semester	8/8/18
Garcia, Befael Band, Assistant	\$3,210	1 st Semester	8/8/18
Guerrero, Jalisa Cheer	\$2,511	1 st Semester	8/8/18
Melara, Victor Wrestling, Assistant	\$3,383	Season	10/29/18
Peralta, Sarah Color Guard, Assistant	\$5,497	1 st Semester	8/8/18

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Troup, Katrina Cheer	\$2,511	1 st Semester	8/8/18
Vega Maciel, Roberto Drill Team, Assistant	\$5,497	1 st Semester	8/8/18
<u>Ball</u> Sohng, Eunyong Accompanist	\$632	1 st Semester	8/6/18
<u>Cypress</u> Cruz Aguilar, Adolfo Soccer, Asst./Lower Level	\$3,053	Season	11/9/18
Lozano, Josh Basketball, Asst./Lower Level	\$3,383	Season	9/6/18
Rangel, Jonathan Wrestling, Asst./Lower Level	\$3,383	Season	11/6/18
Rivera, Nathaniel Basketball	\$4,239	Season	8/6/18
Tagaloasa, Katrina Volleyball, Asst./Lower Level	\$3,053	Season	8/6/18
Viramontes, Briana Soccer, Asst./Lower Level	\$3,053	Season	11/9/18
<u>Katella</u> Barajas Jr., Javier Soccer, Asst./Lower Level	\$3,053	Season	10/29/18
Diaz, Jose Soccer, Asst./Lower Level	\$3,053	Season	10/29/18
Frausto, Amanda Jazz Band	\$774.50	2 nd Semester	1/7/19
Garcia, Charles Basketball, Asst./Lower Level	\$3,383	Season	10/29/18
Hernandez, Osvaldo Soccer, Asst./Lower Level	\$3,053	Season	10/29/18
Marin, Lawrance Soccer, Asst./Lower Level	\$3,053	Season	10/29/18
Morrill, John Football, Assistant	\$3,607	Season	8/6/18

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Torres, Jocelyn Water Polo, Asst./Lower Level	\$1,700	Season	10/29/18
Vasquez, Gonzalo Soccer, Asst./Lower Level	\$3,053	Season	10/29/18
Williams Jr., Nathan Basketball, Assistant	\$3,383	Season	10/29/18
Yeaton, Judy BTSA Support Provider	\$2,293	School Year	8/6/18
<u>Kennedy</u> Carlson, Grant Soccer	\$3,053	Season	10/29/18
Gonzales, Henry Soccer, Asst./Lower Level	\$1,500	Season	10/29/18
Han, Ye Water Polo, Asst./Lower Level	\$3,053	Season	10/29/18
Latham, Ronald Basketball	\$2,000	Season	10/29/18
Lavespere, Michael Basketball, Asst./Lower Level	\$3,383	Season	10/29/18
Macias, Renato Soccer	\$3,053	Season	10/29/18
Orta, Sergio Soccer	\$3,053	Season	10/29/18
Paningsoro, Michael Basketball, Asst./Lower Level	\$3,383	Season	11/1/18
Rodriguez, Gloria Cheer	\$1,225.50	Season	8/6/18
Spradlin, Wendy Water Polo, Asst./Lower Level	\$3,053	Season	10/29/18
<u>Loara</u> Aguero, David Soccer	\$3,383	Season	10/29/18
Flores, Robert Soccer, Assistant	\$3,053	Season	10/29/18
Gonzalez, Allan Wrestling, Assistant	\$3,383	Season	10/29/18

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Hughes, Carol Accompanist	\$830.50	1 st Semester	8/8/18
Jiron, Pedro Water Polo	\$3,752	Season	10/29/18
Luna, Gerasmio Wrestling	\$4,239	Season	10/29/18
Nelson Jr., Edwin Wrestling, Assistant	\$3,383	Season	10/29/18
Remigio, Gary Basketball, Assistant	\$3,383	Season	10/29/18
Saikaly, Kieran Basketball, Assistant	\$3,383	Season	10/29/18
Teran, Edgar Soccer, Assistant	\$3,053	Season	10/29/18
<u>Magnolia</u> Garcia, Alyssa Soccer, Assistant	\$3,053	Season	10/29/18
Jones Jr., Erland Soccer	\$3,383	Season	10/29/18
Moran, Carlos Soccer, Assistant	\$3,053	Season	10/29/18
Ortega, Elleni Wrestling	\$4,623	Season	10/29/18
Saldana, Reihle Water Polo, Assistant	\$3,053	Season	11/13/18
Soto, Krystal Basketball	\$3,383	Season	10/29/18
Velasco, Wilfredo Soccer, Assistant	\$3,053	Season	10/29/18
Villasenor, Krystina Basketball, Assistant	\$3,383	Season	10/29/18
Woods, Nikolas Drill Team	\$2,748.50	1 st Semester	11/15/18
Wright, Benjamin Basketball	\$4,239	Season	10/29/18

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Young, Jasmin Basketball	\$3,350	Season	10/29/18
<u>Oxford</u> Anderson, Lawrence Soccer	\$3,383	Season	10/29/18
Anthony, Robert Band, Assistant	\$1,605	1 st Semester	8/8/18
Anthony, Robert Band, Jazz	\$774.50	1 st Semester	8/8/18
Chorpenning, Rick Track, Assistant	\$3,053	Season	1/28/19
Comerford, Allan Volleyball	\$3,053	Season	8/8/18
Eastin, Robert Soccer	\$3,383	Season	10/29/18
Groover, Shanon BTSA Support Provider	\$2,293	School Year	8/6/18
Guerra, Miguel Soccer, Assistant	\$3,053	Season	10/29/18
Hernandez, Jose Soccer	\$2,511	2 nd Quarter	10/15/18
Kiaha, Rodney Tennis, Assistant	\$3,053	Season	8/8/18
Lopez, Robert Soccer, Assistant	\$3,053	Season	10/29/18
Masuno, Christopher Basketball, Assistant	\$3,383	Season	10/29/18
O'Neal, Gareth Debate	\$1,691.50	1 st Semester	8/8/18
Parsons, Bernie Band	\$1,605	1 st Semester	8/9/18
Roberts, Corey Basketball, Assistant	\$3,383	Season	10/29/18
Sardo, Lucas Basketball	\$2,511	2 nd Quarter	10/15/18

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Venegas, Roland Basketball	\$4,239	Season	10/29/18
<u>Savanna</u>			
Arevalos, Rudy Band, Assistant	\$1,605	1 st Semester	8/6/18
Castaneda Morales, Gilberto Soccer, Asst./Lower Level	\$3,053	Season	10/31/18
Dickson, Gary Basketball, Asst./Lower Level	\$3,383	Season	11/6/18
Dymally-Lee, Christian Basketball, Asst./Lower Level	\$3,383	Season	10/31/18
Emaguna, Isiah Basketball	\$4,239	Season	10/30/18
Flores, Ralph Basketball, Asst./Lower Level	\$3,383	Season	10/31/18
Foley, Sara Soccer, Asst./Lower Level	\$3,053	Season	11/5/18
MacKay, Matt Soccer, Asst./Lower Level	\$3,053	Season	9/25/18
Moreno Navarrete, Jose Soccer, Asst./Lower Level	\$3,053	Season	11/6/18
Parker III, Alonzo Basketball, Asst./Lower Level	\$3,383	Season	10/31/18
Serr, Jeremy Basketball, Asst./Lower Level	\$3,383	Season	11/9/18
Sosa, Kristin Volleyball	\$3,752	Season	8/6/18
<u>South</u>			
Acker, Victoria Accompanist	\$632	1 st Semester	8/8/18
<u>Walker</u>			
Dodd, Timothy Tennis	\$2,511	2 nd Quarter	10/15/18
Gonzales, Aaron Basketball	\$1,255.50	2 nd Quarter	10/15/18

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Pickel, Degala Soccer, Assistant	\$928.50	2 nd Quarter	10/15/18
Pickel, Degala Soccer	\$1,255.50	2 nd Quarter	10/15/18
Rankin, Lauren Soccer	\$2,511	2 nd Quarter	10/15/18
<u>Western</u> Brown, Austin Wrestling, Asst./Lower Level	\$3,383	Season	10/29/18
Clark, George Track	\$4,239	Season	2/4/19
Cowens, Purvis Baseball, Asst./Lower Level	\$3,383	Season	1/28/19
Flores, Micah Basketball, Asst./Lower Level	\$3,383	Season	10/29/18
Hagan, Chantal Soccer, Asst./Lower Level	\$3,053	Season	11/2/18
Maniscalco, Kimberly Soccer	\$3,383	Season	10/29/18
Mikels, Lynsey Color Guard	\$2,748.50	1 st Semester	8/13/18
Santillan Juarez, Julio Soccer, Asst./Lower Level	\$3,053	Season	10/29/18
St. Lawrence, Marcus Water Polo, Assistant	\$3,053	Season	10/29/18
Velazquez, Vanessa Soccer, Assistant	\$3,053	Season	10/29/18
Wright, Sean Water Polo, Asst./Lower Level	\$3,053	Season	10/29/18

1. Retirements/Resignations/Terminations, effective as noted:

	<u>Location:</u>	<u>Effective</u>
Baca, Devin Instructional Assistant – Specialized Academic Instruction	South Jr. High School	11/05/2018
Cuamani-Cielo, Violeta Food Service Assistant I	Ball Jr. High School	11/16/2018
Farley, Victoria Instructional Assistant – Specialized Academic Instruction	Walker Jr. High School	12/06/2018
Flores, Lorenzo Instructional Assistant – Bilingual (Spanish)	Brookhurst Jr. High School	12/14/2018
Gamarro, Mario Bus Driver	Transportation Department	11/26/2018
Garcia, Alma Instructional Assistant – Behavioral Support	Orangeview Jr. High School	11/16/2018
Landry, Ida Food Service Assistant I	Orangeview Jr. High School	11/16/2018
Leeman, Brenda Instructional Assistant – Behavioral Support	Loara High School	12/21/2018
Ochoa, Cirilo Bus Driver	Transportation Department	10/30/2018
Navarro, Gloria Food Service Assistant II	Anaheim High School	12/21/2018
Sandoval, Peggy Bus Driver	Transportation Department	02/28/2018
Sorensen, Dane Instructional Assistant – Behavioral Support	Savanna High School	11/13/2018
Warner, John Warehouse Worker – Food Service	Food Service Department	11/07/2018

2. Leaves of Absence:

Doerr, Jessica for personal reasons, without pay and without health benefits from 10/23/18 through the end of the working day 11/9/18.

Gonzales, Derrick, for child care, without pay and without health benefits from 10/4/18 through the end of the working day on 10/29/18.

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Gutierrez-Guzman, Ana, for child care, without pay and without health benefits from 4/8/19 through the end of the working day on 5/23/19.

Kitchin, Michael, for education without pay and without health benefits from 8/27/18 through the end of the working day on 12/21/18.

Soto Jr., Benjamin, under the provisions of the Family Medical Leave Act/California Family Rights Act, without pay and with health benefits from 10/2/18 through the end of the working day on 12/21/18.

Woehler, Pamela, under the provisions of the Family Medical Leave Act/California Family Rights Act, without pay and with health benefits on an intermittent basis from 10/12/18 through the end of the working day on 4/12/19.

3. Employment, effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Alvarez, Linda Instructional Assistant – Specialized Academic Instruction	43/01	11/27/2018
Bui, Brian Instructional Assistant – Specialized Academic Instruction	43/01	01/07/2019
Cai, Meilian Food Service Assistant I	41/01	11/14/2018
Echeverria-Villa, Fatyma Instructional Assistant – Behavioral Support	51/01	10/31/2018
Garcia, Matthew Instructional Assistant – Behavioral Support	51/05	11/05/2018
Guerrero, Luis Instructional Assistant – Specialized Academic Instruction	43/10	11/29/2018
Hilliard, Kimberly Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	11/26/2018
Mejia, Andrea Instructional Assistant – Specialized Academic Instruction	43/01	12/03/2018
Mejia, Mariaelena Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/03	11/14/2018

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Nevarez-Garcia, Bianca Instructional Assistant – Behavioral Support	51/01	11/13/2018
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Ortiz, Dulce Food Service Assistant I	41/01	11/13/2018
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Sharafat, Syed Instructional Assistant – Behavioral Support	51/01	11/26/2018
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Sosa, Judit Instructional Assistant – Specialized Academic Instruction	43/01	11/27/2018
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Sotelo, Derrick Bus Driver	55/03	11/01/2018
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Promotions:

Aguilar, Dahlia Food Service Manager I	03/01	11/07/2018
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Castillo, Marlene Athletic Facilities Worker II	52/04	11/13/2018
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Hernandez-Contreras, Rosalba Instructional Assistant – Medically Fragile/ Orthopedically Impaired	51/01	11/29/2018
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Macedonio-Alonso, Nancy Health Services Technician	51/04	12/03/2018
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Wagner, Alan Grounds Maintenance Worker	49/10	11/28/2018
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Substitute Employees:

Acosta, Alondra AVID Tutor	\$14.53/Hr.	11/01/2018
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Adams, Angela Substitute Bus Driver	55/01	11/30/2018
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Alvarez, Linda Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/07/2018
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Baca, Devin Substitute Instructional Assistant – Adult Transition	51/01	11/13/2018
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Baca, Devin Substitute Instructional Assistant – Behavioral Support	51/01	11/13/2018
Baca, Devin Substitute Instructional Assistant – Special Abilities	51/01	11/13/2018
Baca, Devin Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/13/2018
Banderas, Haylie Substitute Food Service Assistant I	41/01	12/03/2018
Beltran, Angelica Substitute Instructional Assistant – Specialized Academic Instruction	43/01	12/03/2018
Broswell, Misty Substitute Food Service Assistant I	41/01	11/30/2018
Cabrera, Rene Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/05/2018
Canales, Susana Substitute Health Service Technician	51/01	11/13/2018
Cedano, Karen Substitute Campus Safety Aide	41/01	11/01/2018
Clayton, Joe Substitute Campus Safety Aide	41/01	11/02/2018
Corona, Jonathan Substitute Instructional Assistant – Adult Transition	51/01	11/27/2018
Corona, Jonathan Substitute Instructional Assistant – Behavioral Support	51/01	11/27/2018
Corona, Jonathan Substitute Instructional Assistant – Special Abilities	51/01	11/27/2018
Corona, Jonathan Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/27/2018

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Drake, Howard Substitute Custodian	48/01	11/09/2018
Elizondo, Anthony Substitute Instructional Assistant – Adult Transition	51/01	12/03/2018
Elizondo, Anthony Substitute Instructional Assistant – Behavioral Support	51/01	12/03/2018
Elizondo, Anthony Substitute Instructional Assistant – Special Abilities	51/01	12/03/2018
Elizondo, Anthony Substitute Instructional Assistant – Specialized Academic Instruction	43/01	12/03/2018
Garcia, Aileen AVID Tutor	\$14.53/Hr.	11/08/2018
Garcia, Beatriz Substitute Food Service Assistant I	41/01	12/03/2018
Garcia-Carbajal, Karla Tutor – General	\$14.53/Hr.	11/16/2018
Gonzalez-Cisneros, Rebecca Substitute Food Service Assistant I	41/01	11/29/2018
Gutierrez, Marisella Substitute Instructional Assistant – Adult Transition	51/01	12/03/2018
Gutierrez, Marisella Substitute Instructional Assistant – Behavioral Support	51/01	12/03/2018
Gutierrez, Marisella Substitute Instructional Assistant – Special Abilities	51/01	12/03/2018
Gutierrez, Marisella Substitute Instructional Assistant – Specialized Academic Instruction	43/01	12/03/2018
Hanohano, Sean Substitute Campus Safety Aide	41/01	11/27/2018
Hausmann, Susana Substitute Health Services Technician	51/01	10/30/2018

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Herrera, Abraham AVID Tutor	\$14.53/Hr.	11/02/2018
Koerner, Nicole Substitute Health Services Technician	51/01	11/26/2018
Mapula, Lee Substitute Custodian	48/01	11/01/2018
Martinez, Devyn Substitute Bus Driver	55/01	11/16/2018
Morales, Leesa Substitute Food Service Assistant I	41/01	12/03/2018
Nguyen, Anh Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/15/2018
Nguyen, Steven Substitute Instructional Assistant – Adult Transition	51/01	11/06/2018
Nguyen, Steven Substitute Instructional Assistant – Behavioral Support	51/01	11/06/2018
Nguyen, Steven Substitute Instructional Assistant – Special Abilities	51/01	11/06/2018
Nguyen, Steven Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/06/2018
Poulter, Diane Substitute Instructional Assistant – Adult Transition	51/01	11/28/2018
Poulter, Diane Substitute Instructional Assistant – Behavioral Support	51/01	11/28/2018
Poulter, Diane Substitute Instructional Assistant – Special Abilities	51/01	11/28/2018
Poulter, Diane Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/28/2018

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Ortiz, Jessica Substitute Instructional Assistant – Adult Transition	51/01	11/27/2018
Ortiz, Jessica Substitute Instructional Assistant – Behavioral Support	51/01	11/27/2018
Ortiz, Jessica Substitute Instructional Assistant – Special Abilities	51/01	11/27/2018
Ortiz, Jessica Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/27/2018
Sharafat, Syed Substitute Instructional Assistant – Adult Transition	51/01	11/06/2018
Sharafat, Syed Substitute Instructional Assistant – Behavioral Support	51/01	11/06/2018
Sharafat, Syed Substitute Instructional Assistant – Special Abilities	51/01	11/06/2018
Sharafat, Syed Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/06/2018
Sosa, Judit Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/02/2018
Swetland, Scot Substitute Food Service Assistant I	41/05	11/03/2018
Valencia, Opalina Substitute Family and Community Engagement Specialist	56/01	12/01/2018
Vazquez, Eduardo Substitute Food Service Assistant I	41/01	10/17/2018
Vera, Juan Substitute Campus Safety Aide	41/01	11/15/2018
Vera, Juan Substitute Custodian	48/01	10/29/2018

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4. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

	<u>Effective</u>
Cureno Balanzar, Jacqueline	10/30/2018
DeJesus, Daisy	11/09/2018
Evans, Rashad	11/02/2018
Khan, Juwariah	11/13/2018
Lam, Cindy	11/13/2018
Nadarse, Nataly	11/26/2018
Regino, Jennifer	11/09/2018
Rosas, Isaiah	11/09/2018

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, November 8, 2018

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Jabbar called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:46 p.m.

Present: Al Jabbar, president; Brian O’Neal, clerk; Annemarie Randle-Trejo, assistant clerk; Anna L. Piercy and Katherine H. Smith, 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 amendments to the agenda:

- Replace page 3 of the agenda to reflect the addition of Austin Nering as a Kindness Matters Award recipient.
- Item 11.5.18, insert missing page 2 of Exhibit W.

On the motion of Trustee O’Neal, 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 2:47 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 6:02 p.m.

5.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Adai Flores 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 O’Neal 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 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 The Board of Trustees took formal action, with a 5-0 vote, to approve the expulsion of the students listed on the agenda.

Items 8.2 and 11.5 were pulled out of order.

8.2 **Student Representative's Report**

Adai Flores, student representative to the Board of Trustees, reported on student activities throughout the District.

11.5 **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:

- 11.5.1 Book by Book Change Lives, Cypress High School
- 11.5.2 Bring Change to Mind, Cypress High School
- 11.5.3 Chess Mates, Cypress High School
- 11.5.4 Culinary Club, Cypress High School
- 11.5.5 Journalism, Cypress High School
- 11.5.6 Philosophy Club, Cypress High School
- 11.5.7 Chess Club, Katella High School
- 11.5.8 Creative Writing Club, Katella High School
- 11.5.9 ELD Club, Katella High School
- 11.5.10 Familia Unidad Club, Katella High School
- 11.5.11 Fashion Club, Katella High School
- 11.5.12 Jesus Club, Katella High School
- 11.5.13 Paws for a Cause, Katella High School
- 11.5.14 The Video Game Club, Katella High School
- 11.5.15 World New Club, Katella High School
- 11.5.16 Big Brothers Big Sisters Club, Kennedy High School
- 11.5.17 Kennedy Strong Podcast Club, Kennedy High School
- 11.5.18 North Orange County ROP Chapter of Educators Rising, Kennedy High School
- 11.5.19 The Literature and Film Society, Kenendy High School
- 11.5.20 Muslim Student Association, Loara High School
- 11.5.21 Psychology Club, Loara High School
- 11.5.22 Chinese Language and Culture Club, Oxford Academy
- 11.5.23 Improv Club, Oxford Academy
- 11.5.24 OA Math Club, Oxford Academy

- 11.5.25 OA Photography Club, Oxford Academy
- 11.5.26 OA Science Club, Oxford Academy
- 11.5.27 Operation Smile of Oxford Academy, Oxford Academy
- 11.5.28 Oxford Academy Drama Club, Oxford Academy
- 11.5.29 Queer Student Association, Oxford Academy
- 11.5.30 Senior Citizen Advocates, Oxford Academy
- 11.5.31 SkillsUSA NOCROP at Oxford Academy, Oxford Academy
- 11.5.32 Solar Boat Cup Club, Oxford Academy
- 11.5.33 Theory of Knowledge (Philosophy) Club, Oxford Academy
- 11.5.34 Tobacco Use Prevention Education, Oxford Academy
- 11.5.35 Animal Association Club, Savanna High School
- 11.5.36 Savanna Cares Culinary Club, Savanna High School
- 11.5.37 Science Club, Savanna High School
- 11.5.38 Blue Tang Clang, Western High School
- 11.5.39 Educators Rising, Western High School
- 11.5.40 Mathematics Engineering Science Achievement (MESA), Western High School
- 11.5.41 Mind's Craft, Western High School

Budget Implication:

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

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda.

6. INTRODUCTION OF GUESTS

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

In addition, Board of Trustees' President Jabbar introduced Grant Schuster, ASTA president; Sharon Yager, CSEA vice president; Peggy Kruse, ASCPTA president; Paul Andresen, personnel commissioner; and Pam Keller, former city of Fullerton council member.

7. BOARD OF TRUSTEES' RECOGNITION

7.1 Islamic Circle of North America (ICNA) Relief

The Board of Trustees recognized The Islamic Circle of North America (ICNA) Relief for the donation of 537 backpacks to identified homeless students.

7.2 Perfect Attendance Awards

The Anaheim Union High School District values and appreciates perfect attendance of employees. It has become the District's tradition to recognize and applaud, on an annual basis, staff members who have perfect attendance.

Consequently, a Red Apple Award was presented to each employee of the District with perfect attendance for the 2017-18 year. A Gold Apple Award was presented to each employee with three consecutive years of perfect attendance.

Congratulations to staff who have earned this coveted recognition as indicated on the exhibit.

7.3 **Kindness Matters Awards**

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Calvin Johnson	Substitute Teacher	District
Cynthia Lopez	Teacher	Dale Junior High School
Emmanuel Martinez	Platoon Leader, The Mission Continues	Community
Austin Nering	Student	Walker Junior High School
Truong Nguyen	Student	Oxford Academy
Wayne Nishigaya	Doctor, Anaheim	Community
Lisa Olson	Teacher	South Junior High School
Edilberto Panganiban	Cafeteria Manager, Anaheim Global	Community
Robyn Parratto	Teacher	Kennedy High School
Kelly Villegas DePriest	Parent Volunteer	Orangeview Junior High School

8. **REPORTS**

8.1 **Principals' Report**

Amy Kwon, Western High School principal, and Charles Hernandez, Orangeview Junior High School principal, acknowledged school site staff regarding the fifth C, Compassion and Kindness, as well as presented a report on their school site.

8.2 This item was pulled out of order.

8.3 **Reports of Associations**

Grant Schuster, ASTA president, expressed he is looking forward to working with a Board who is united behind public education. Additionally, he spoke on the success of the Mental Health and Social Emotional Learning workshops for staff and asked the Board to consider expanding these to the school sites.

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

Peggy Kruse, ASCPTA president, thanked Trustees Jabbar, Piercy, and Randle-Trejo for participating in the candidate forum, as well as reported on various events throughout the District.

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

- 9.1 Ron Flores, Western High School alumni and community member, congratulated Trustees Jabbar, Piercy, and Randle-Trejo on getting re-elected, as well as extended an invitation to the Board to the annual Western High School Alumni Association Fundraiser on March 30, 2019.
- 9.2 Linda Elliott, Western High School Alumni Association president, reported on their CIF tailgate party. In addition, she inquired about the District's budget for modernization.
- 9.3 Dave Ogata, community member, relayed his concerns regarding Handel Stadium and its accessibility for the disabled.
- 9.4 Tom Hummel, Western High School alumni and community member, spoke regarding Handel Stadium and its need for modernization.

10. **PRESENTATION**

Science, Technology, Engineering, and Math (STEM) Tech Trek

Background Information:

The American Association of University Women (AAUW) works on the National, State, and local levels to advance equity for women and girls, as well as empower all women and girls to reach their highest potential. AAUW California Special Projects Fund achieves these goals by sponsoring Tech Trek Camps at different colleges and universities to encourage eighth grade girls to study Science, Technology, Engineering, and Math (STEM) classes, as well as inspire them to prepare for careers in STEM fields. AAUW California currently sponsors Tech Trek Camps at University of California, Davis; California State University, Fresno; University of California, Irvine; University of California, San Diego; University of California, Santa Barbara; Sonoma State University; Stanford University; and Whittier College. Each Tech Trek Camp is a one-week, academic residential camp that immerses the girls in different STEM subjects. Through daily STEM classes, hands on workshops, educational field trips, and exposure to female role models in the STEM fields, they can learn about STEM careers and see themselves as future scientists, engineers, mathematicians, and computer scientists.

For the first time this year, the La Palma-Cerritos AAUW selected two outstanding eighth grade students from Walker Junior High School to each receive a \$900 sponsorship to attend the one-week STEM Tech Trek Camp at Whittier College, June 24, 2018, through June 30, 2018. The girls who were selected were Shahan Chejin-Ozturk and Lilly Sierra. To qualify for the sponsorship, the girls had to have a "B" Grade Point Average or higher, be nominated by a math or science teacher, complete an application, which included a 500 word essay on how STEM can improve the world, and be interviewed by the La Palma-Cerritos AAUW's Tech Trek Committee. Both girls were nominated by their seventh grade math teacher, Mrs. Suzanne Duris.

Current Consideration:

Shahan Chejin-Ozturk and Lilly Sierra, Walker Junior High School, presented on their experience at the Tech Trek camp. The girls were immersed in STEM subjects at the Whittier Tech Trek Camp for one week, which included physics, engineering design, neuroscience, coding, food science, and aerospace engineering. They also had workshops on cybersecurity, learned about college requirements, took field trips to Cal Poly Pomona, for animal and food science, and to the Whittier Cadaver Lab. On Professional Women's Night, they were able to meet a zookeeper, a physician and medical researcher, a business consultant, a CPA, a rocket design engineer, as well as an executive producer for Awestruck YouTube.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 **Resolution No. 2018/19-E-05, Great American Smokeout Day**

Background Information:

The Great American Smokeout Day is an annual event held on the third Thursday of November by the American Cancer Society. The event encourages Americans to stop smoking and discourages the use of tobacco, as well as nicotine products. The event challenges people to abstain from these products for 24 hours, hoping their decision will last forever. The first Great American Smokeout Day was held in San Francisco's Union Square on November 16, 1977.

Current Consideration:

The District will acknowledge the Great American Smokeout Day on November 15, 2018. The District also encourages all staff and students to help users of tobacco and nicotine products make a plan to quit. The goal of the Great American Smokeout Day is also to discourage teens from starting the use of these products, while making a visible statement that we are strongly committed to the health and welfare of our staff and students.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-E-05. The roll call vote follows.

Ayes: Trustees Piercy, Smith, Randle-Trejo, O'Neal, and Jabbar

11.2 **Resolution No. 2018/19-E-06, Day of the Special Educator**

Background Information:

Day of the Special Educator is a day observed throughout the nation to recognize the anniversary of the signing of the nation's first federal special education law by Gerald R. Ford on December 2, 1975. National Special Education Day was first celebrated in 2005, and that year marked the 30th anniversary of the Individuals with Disabilities Education Act (IDEA).

Current Consideration:

The District will acknowledge Day of the Special Educator, December 2, 2018, and will encourage all staff to celebrate the students, families, and educators who ensure that students with disabilities have equal access to a free and appropriate public education.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-E-06. The roll call vote follows.

Ayes: Trustees Piercy, Smith, Randle-Trejo, O'Neal, and Jabbar

EDUCATIONAL SERVICES

11.3 Elementary and Secondary Education Act (ESEA) Program Evaluation

Background Information:

The Elementary and Secondary Education Act (ESEA) requires local educational agencies (LEAs) to annually evaluate the effectiveness of federal programs. Specifically, for Title I, Part A and Title III, Part A, the LEA must use academic criteria, including results from state assessments, to determine program effectiveness. The LEA must also publicize the results of the local annual review to all stakeholders.

Current Consideration:

To comply with federal programs regulations, program evaluations for Title I, Part A and Title III, Part A, are being shared with the Board of Trustees and publicized through this process.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially reviewed the program evaluations for Title I, Part A and Title III, Part A.

11.4 Educational Consulting Agreement, Laguna Playhouse

Background Information:

Laguna Playhouse, founded as a community theatre in 1920 and located in Laguna Beach, offers several community outreach programs through the Laguna Playhouse Foundation. In particular, their Youth Theatre offers acting and musical theatre classes, as well as fully produced theatrical productions, for ages nine through eighteen. Recently, Laguna reached out to Anaheim High School to pilot an after-school theatre production clinic, where students will learn how to produce a play.

Current Consideration:

Laguna Playhouse will conduct 13 weekly training sessions for students at Anaheim High School, taught by two-to-three Laguna Playhouse staff members. The District will provide a certificated Theatre teacher to supervise the weekly, after-school sessions. The after-school sessions are free of cost, other than hourly pay for the certificated District employee. Students will learn how to produce a play and then perform it. Additionally, the District's theatre teachers will have the opportunity to participate in professional learning at the Laguna Playhouse by Laguna Playhouse staff. The cost of the professional learning for theatre teachers is not to exceed \$5,000. Services will be provided November 9, 2018, through June 30, 2019.

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the educational consulting agreement.

11.5 This item was pulled out of order.

HUMAN RESOURCES

11.6 **Public Hearing, Board of Trustees' Appointment/Reappointment of Personnel Commission Member**

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three members that apply the rules and principles of the merit system, pursuant to Education Code requirements. Each commissioner is appointed for a three-year term that expires on December 1 of the third year. The commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one of the three commission members. The term of the current Board of Trustees' appointed Personnel Commission Member, Mr. Paul Andresen, expires on December 1, 2018. Therefore, the Board of Trustees must appoint, or reappoint, a member for the new three-year term.

Current Consideration:

The Board of Trustees took formal action on October 11, 2018, to publicly announce Paul Andresen as the candidate to serve as the Board of Trustees' Personnel Commission appointee for the upcoming term. After the Board has selected their candidate, the Board is required to hold a public hearing to provide members of the public the opportunity to express their views on the intended appointment. Notice of the public hearing was also posted publicly in the District, five days prior to the public hearing.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the intended appointment to the Personnel Commission.

President Jabbar opened the public hearing at 7:38 p.m.

There were no requests to speak.

President Jabbar closed the public hearing at 7:38 p.m.

11.7 **Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)**

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 2018-19 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

11.8 **Public Hearing, Initial Contract Proposal, AUHSD to ASTA**

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 2018-19 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.

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 an opportunity to speak on the proposal.

President Jabbar opened the public hearing at 7:38 p.m.

There were no requests to speak.

President Jabbar closed the public hearing at 7:39 p.m.

11.9 **Initial Contract Proposal, ASTA to AUHSD**

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 2018-19 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

11.10 **Public Hearing, Initial Contract Proposal, ASTA to AUHSD**

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 2018-19 year.

Current Consideration:

The Board must hold a public hearing of ASTA's initial contract proposal to the District for the 2018-19 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.

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 an opportunity to speak on the proposal.

President Jabbar opened the public hearing at 7:39 p.m.

There were no requests to speak.

President Jabbar closed the public hearing at 7:39 p.m.

11.11 **Revised Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants, First Reading**

Background Information:

Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants, provides the procedure for District employees and applicants to make complaints alleging sexual harassment. The policy was last revised in 2002.

Current Consideration:

The Board of Trustees was requested to review the first reading of revised Board Policy 6106; 6106-R, Sexual Harassment-Employees and Applicants. 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 6106; 6106-R, Sexual Harassment-Employees and Applicants.

11.12 **Agreement, Blink Fitness**

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. Blink Fitness has agreed to partner with the District, for no service fee, to offer employees reduced monthly rates for all employees.

Current Consideration:

The agreement will be effective November 9, 2018, and will be ongoing unless terminated by either party.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

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 12.11, Exhibit III, and 12.12 pulled by Trustee O'Neal.

BUSINESS SERVICES

12.1 **Add/Change Authorization Form, Express Scripts, Inc. (ESI)**

Background Information:

The District has been utilizing Express Scripts, Inc. (ESI) as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans since January 1, 2018. Annually, ESI presents cost containment measures to reduce the cost of health benefits to the District's Insurance Committee for review.

Current Consideration:

The Exclusive Specialty Pharmacy is a pharmacy that specializes in the delivery of medications for complex illnesses such as Rheumatoid Arthritis, Hepatitis C, Pulmonary Arterial Hypertension, Cancer, HIV, Multiple Sclerosis, and many others. This program requires our employees with these complex conditions to fill their medications exclusively through the Exclusive Specialty Pharmacy. In addition to the delivery of medication, this program offers individualized counseling and education, proactive monitoring, and coordination with physicians.

Budget Implication:

The total savings is anticipated to be \$46,000, but actual savings may be more or less based on usage. (Health and Welfare Funds)

Action:

The Board of Trustees approved the authorization form with Express Scripts, Inc.

12.2 **2018 PBM Agreement Service Addendum, Express Scripts, Inc. (ESI)**

Background Information:

The District has been utilizing Express Scripts, Inc. (ESI) as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans since January 1, 2018. Annually, ESI presents cost containment measures to reduce the cost of health benefits to the District's Insurance Committee for review.

Current Consideration:

The SafeGuard RX programs, facilitated through the Exclusive Specialty Pharmacy, is an additional discount program for medications for the treatment of Hepatitis C, Inflammatory Conditions, Oncology, Multiple Sclerosis, and Rare Conditions. This program requires our employees with these complex conditions to fill their medications exclusively through the Exclusive Specialty Pharmacy. The program offers high touch support for patients, a therapeutic resource center for second opinions, and savings to the District's plan if the patient were to discontinue the prescribed medication treatment plan.

Budget Implication:

The total savings is anticipated to be \$3,593, but actual savings may be more or less based on usage. (Health and Welfare Funds)

Action:

The Board of Trustees approved the addendum agreement with Express Scripts, Inc.

12.3 **Set-Up Form, Express Scripts, Inc. (ESI)**

Background Information:

The District has been utilizing Express Scripts, Inc. (ESI) as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans since January 1, 2018. Annually, ESI presents prescription program information to the District's Insurance Committee for review.

Current Consideration:

Effective January 1, 2018, the ESI formulary list was revised to move the diabetes test strips from tier one (generic drugs) to tier two (formulary drugs), which resulted in an increase of \$18, per prescription fill of test strips. The District's Insurance Committee agreed to return diabetes test strips back to tier one to support testing adherence and contain condition-related medical costs.

Budget Implication:

It is anticipated that the budget implication will be approximately \$13,972. (Health and Welfare Funds)

Action:

The Board of Trustees approved the set-up form with Express Scripts, Inc.

12.4 **Agreements, Transportation**

Background Information:

The Board of Trustees in past years has approved the agreements to provide transportation services to the Greater Anaheim SELPA, North Orange County Regional Occupational Program (ROP), Tiger Woods Learning Center, Servite High School, City of Cypress (Parks and Recreation), Connelly High School, Knott Avenue Christian Church, Zion Lutheran Church, and GOALS Academy.

Current Consideration:

The District was approached by Samueli Academy and Ormeau Woods State High School to provide transportation services on an as needed basis. The agreement with Ormeau Woods State High School will be used when students visit from Australia for the Short-Stay Program. The District would like to enter into agreements with these two schools. The agreements will be in effect December 1, 2018, through June 30, 2019. The agreements will be signed following Board approval.

Budget Implication:

The transportation agreements provide for additional revenue to the District, which assists in offsetting the transportation contribution from the General Fund.

Action:

The Board of Trustees approved the agreements.

12.5 **Rejection of Bids**

The Board of Trustees was requested to reject all bids.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2019-11	Integrated Student Information System (SIS)/Learning Management System (LMS) Solution Districtwide	Reject all bids

Action:

The Board of Trustees rejected all bids.

12.6 **Ratification of Change Orders**

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

Bid #2018-22, Districtwide	P.O. #L64A0337
Irrigation Controllers (Routine Restricted Maintenance Funds)	
Finnamex, Inc.	
Original Contract	\$199,200
Change Order #1	\$2,025
New Contract Value	\$201,225
Bid #2019-08, District Campus	P.O. #M64A0190
Electric Bus Charging Station (General Funds)	
Baker Electric, Inc.	
Original Contract	\$39,792
Change Order #1	\$(3,712.07)
New Contract Value	\$36,079.93

Action:

The Board of Trustees ratified the change orders as listed.

12.7 **Notices of Completion**

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

Bid #2018-22, Districtwide	P.O. #L64A0337
Irrigation Controllers (Routine Restricted Maintenance Funds)	
FinnameX, Inc.	
Original Contract	\$199,200
Change Order #1	\$2,025
New Contract Value	\$201,225

Bid #2019-08, District Campus	P.O. #M64A0190
Electric Bus Charging Station (General Funds)	
Baker Electric, Inc.	
Original Contract	\$39,792
Change Order #1	\$(3,712.07)
New Contract Value	\$36,079.93

Action:

The Board of Trustees authorized the assistant superintendent, business to accept all listed work as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

12.8 **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.

12.9 **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.

12.10 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees ratified items 12.11, Exhibit III, and 12.12 with the following roll call vote.

Ayes: Trustees Piercy, Smith, Randle-Trejo, and Jabbar
Abstain: Trustee O'Neal

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

Action:

The Board of Trustees ratified the report October 3, 2018, through October 29, 2018.

12.12 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report October 3, 2018, through October 29, 2018.

12.13 **SUPPLEMENTAL INFORMATION**

12.13.1 ASB Fund, September 2018

12.13.2 Cafeteria Fund, August 2018

12.13.3 Enrollment, Month 3

EDUCATIONAL SERVICES

12.14 **Agreement, Anaheim Family YMCA**

Background Information:

The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past 11 years. The District has subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:

The District has been awarded another year of funding by the California Department of Education ASES grant, in the amount of \$731,996.61, for fiscal year of July 1, 2018, through June 30, 2019. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. Therefore, this agreement will be signed following Board approval. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2018, through June 30, 2019.

Budget Implication:

The District passes the funds to the YMCA, less an indirect cost of five percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2017-18 year were \$784,473.41. The ASES funds for the 2018-19 year are \$731,996.61. (ASES Grant Funds)

Action:

The Board of Trustees ratified the agreement.

12.15 **Amendment, Educational Consulting Agreement, Illumination Institute**

Background Information:

Illumination Institute is a nonprofit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. The institute was founded to help make mindfulness practices accessible to everyone, with a long-term

vision of improving people's happiness and overall well-being. The institute has developed open-sourced, simple, and practical mindfulness exercises designed to benefit people of all ages and backgrounds.

Current Consideration:

On April 12, 2018, the District approved Illumination Institute to provide professional learning and instructional resources for teachers, administrators, staff, and parents throughout the District. The training addresses: how to help students discover self-control, self-awareness, and respect; how to promote good self-esteem and self-confidence; as well as how to nurture the socioemotional skills that students need to be successful in post-secondary college and career settings. Parents will receive training on self-awareness, self-confidence, as well as how to nurture socioemotional skills. The program has been extended to parents and an additional cohort of teachers, resulting in an amendment to the consulting agreement. The new dates of services will now be extended from November 9, 2018, through June 30, 2019.

Budget Implication:

The new total cost for these services is not to exceed \$26,000. The previous approved amount for these services was \$8,000. (Educator Effectiveness and One-Time Funding)

Action:

The Board of Trustees approved the amendment agreement.

12.16 **Educational Consulting Agreement, Mourad Kordab**

Background Information:

In 2017, the Board approved the agreement with Mourad Kordab, educational consultant. Mr. Kordab collaborated with Anaheim High School, Sycamore, and South junior high schools to start a Cybersecurity Club called Offensive Security Society (OSS). The program supported approximately 20 students at each site during lunch, after-school, and summer meetings. A District teacher serves as the club advisor at each school site. Mr. Kordab works with each club to teach cybersecurity skills through an offensive approach (i.e. Proactive and adversarial approach to protecting computer systems, networks, and individuals from attacks).

Current Consideration:

For the 2018-19 year, Mr. Kordab will once again partner with the District to establish an OSS at Orangeview Junior High School and Western High School. In addition, he will continue to support, teach, as well as mentor the student clubs at Anaheim High School and Sycamore Junior High School.

Mr. Kordab will provide materials, curriculum, and host events to test the mastery of the learned cybersecurity skills. The overall goal is to create sustainable cybersecurity clubs that can compete in competitions and steer students into the cybersecurity programs at Cypress College and California State University, Fullerton. Services will be provided November 9, 2018, through May 31, 2019.

Budget Implication:

The total cost is not to exceed \$35,000. (Grant Funds)

Action:

The Board of Trustees approved the agreement.

12.17 **Educational Consulting Agreement, Dance Masters**

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 school sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco, 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:

Dance Masters will provide two assembly sessions to students at Lexington Junior High School. The program is an educational student dance assembly with an 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. Dance Masters has 12 years of experience performing throughout the world and delivering custom messages tailored to each event. Services will be provided November 9, 2018, through May 23, 2019.

Budget Implication:

Costs for these services are not to exceed \$1,800. (TUPE Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.18 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee (IMRC) recommended the selected material for display, for courses dual enrollment and 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, November 9, 2018, through December 13, 2018.

Action:

The Board of Trustees adopted the display.

12.19 **Instructional Materials Submitted for Adoption**

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

Action:

The Board of Trustees adopted the selected materials.

12.20 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.21 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

12.22 **2017-18 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 publically shared with the Board of Trustees. The report, as provided, indicates any deficiencies during 2017-18, 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.

12.23 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.24 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.25 Public Disclosure of Employment Agreement with the District Counsel

Background Information:

On October 11, 2018, the Board of Trustees approved the employment agreement with Karl Widell, District counsel.

Current Consideration:

This item was to publically disclose the employment agreement with the District counsel.

Budget Implication:

There will be a minimal budget impact.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the employment agreement.

12.26 Board of Trustees' Meeting Minutes

12.26.1 September 13, 2018, Regular Meeting

12.26.2 October 11, 2018, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. SUPERINTENDENT AND STAFF REPORT

Dr. Fried reported that Superintendent Matsuda, Manuel Colón, and he will be giving two presentations at the ACSA Conference regarding the LCAP and Parent Learning Walks. Additionally, he shared that Manuel Colón will be honored at the ACSA conference and Superintendent Matsuda will be honored at the HEEF Awards Ceremony.

14. BOARD OF TRUSTEES' REPORT

Trustee Piercy indicated she attended the College and Career Fair, the Cypress Mayor's Prayer Breakfast, OCDE Teacher of the Year Celebration, Anaheim Elementary School District (AESD) and AUHSD Educational Pledge Signing, an ROP Board meeting, city of Cypress Liaison meeting, and Band Spectacular.

Trustee Smith said she attended the Kindness Way Street Sign Dedication at Ball Junior High School, candidate forum, as well as the Anaheim Elementary School District (AESD) and AUHSD Educational Pledge Signing. Trustee Smith thanked everyone who was involved in making these events happen.

Trustee Randle-Trejo shared she attended the College and Career Fair, OCSBA/ACSA Joint Dinner, GASLPA Board meeting, ROP Board meeting, the Anaheim Elementary School District (AESD) and AUHSD Educational Pledge Signing, Kindness Way Street Sign Dedication at Ball Junior High School, Anaheim Fall Festival and Halloween Parade, OCDE Teacher of the Year Celebration, CSBA Golden Bell Validation, AIME and Big Brother Big Sister event at Cypress High School, Brookhurst Junior High School campus visit, Mental Health and Social Emotional Learning workshops, and Band

Spectacular. In addition, she thanked Paul Andresen for his service as personnel commissioner and wished everyone a Happy Thanksgiving.

Trustee O’Neal reported he attended the Cypress Mayor’s Prayer Breakfast, Student Health Advisory Committee Meeting, Sister City Commission meeting, Principals’ meeting, Parent Financial Aid Night at Kennedy High School, Dr. Susan Stock’s Retirement Ceremony, Kindness Way Street Sign Dedication at Ball Junior High School, the Anaheim Elementary School District (AESD) and AUHSD Educational Pledge Signing, New Teacher Orientation, OCDE Teacher of the Year Celebration, Veterans Day Celebration, Band Spectacular, and city of Cypress Liaison Meeting.

Trustee Jabbar stated he attended the College and Career Fair, Student Discipline Committee, Fassel Fitness Center Dedication, Anaheim Fall Festival and Halloween Parade, Kindness Way Street Sign Dedication at Ball Junior High School, cross country competition, and Anaheim High School Dance Program.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The last meeting for 2018 will be held on Thursday, December 13, 2018, at 6:00 p.m., which is also the annual organizational meeting.

15.2 **Suggested Agenda Items**

Trustee Jabbar requested a recognition for Mayor Tom Tait at a future Board meeting.

16. **ADJOURNMENT**

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:18 p.m.

Approved _____
Clerk, Board of Trustees