

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

NOTICE OF SPECIAL MEETING

Date: April 28, 2015

To: Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, 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 special meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 30th day of April 2015

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

Closed Session—5:00 p.m.
Open Session—6:30 p.m.

1. **CALL TO ORDER—ROLL CALL**
2. **ADOPTION OF AGENDA**
3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**
4. **CLOSED SESSION**
 - 4.1 Public employee performance evaluation, superintendent.
 - 4.2 Conference with legal counsel, anticipated litigation, significant exposure to litigation, one case.
 - 4.3 Conference with labor negotiators.
 - 4.4 Public employee discipline/dismissal/release.

5. RECONVENE MEETING AND REPORT OUT
 - 5.1 Reconvene Meeting
 - 5.2 Pledge of Allegiance
 - 5.3 Closed Session Report
6. PUBLIC COMMENTS, OPEN SESSION ITEMS
7. ITEMS OF BUSINESS
 - 7.1 Resolution No. 2014/15-B-21, Establish the Building Fund No. 2124 for Series 2015 Bonds
 - 7.2 Appointment of Citizens' Oversight Committee Member
8. CONSENT CALENDAR
 - 8.1 Bickmore, Actuarial Services Agreement
 - 8.2 Agreement Time Extension, School Facility Consultants
 - 8.3 Piggyback Bids, Purchase Through Public Corporation or Agency
 - 8.4 Award of Bids
 - 8.5 Rejection of Liability Claim
 - 8.6 Field Trip Report
 - 8.7 California School Boards Association (CSBA) May Delegate Assembly Meeting
9. ADJOURNMENT

BOARD OF TRUSTEES
Special Meeting Agenda
Thursday, April 30, 2015
Closed Session—5:00 p.m.
Regular Meeting—6:30 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 web site, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

Meetings are recorded for use in the official minutes.

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| 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.

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| 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 54597: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9: Conference with legal counsel, anticipated litigation, significant exposure to litigation, one case.
[CONFIDENTIAL]
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Mr. Colón, Mrs. Poore, and Dr. Fried regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

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

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

5.2 **Pledge of Allegiance**

Board President Annemarie Randle-Trejo will lead the Pledge of Allegiance to the Flag of the United States of America.

5.3 **Closed Session Report**

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

6. **PUBLIC COMMENTS, OPEN SESSION ITEMS** **INFORMATION ITEM**

This is an opportunity for community members to address the Board of Trustees on open 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.

7. **ITEMS OF BUSINESS**

RESOLUTION

7.1 **Resolution No. 2014/15-B-21, Establish the Building Fund No. 2124 for Series 2015 Bonds (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Building Fund exists primarily to account separately for the proceeds from the sale of bonds, per Education Code Section 15146. Expenditures from the Building Fund include projects approved by the Measure H election statement. The main source of revenue for this fund will be the first issuance of Measure H bonds.

Current Consideration:

This resolution will create the Building Fund, which will provide the District a method of segregating funds from the first issuance of Measure H bonds. This will be sub-fund number 2124.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the resolution. **[EXHIBIT A]**

BUSINESS SERVICES

7.2 **Appointment of Citizens' Oversight Committee Member**

ACTION ITEM

Background Information:

As part of the responsibility of a school district in the passing of a local school construction bond, the Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, requires the appointment of a Citizens' Oversight Committee. The committee is to directly participate in the oversight of bond expenditures and to promptly alert the public to any waste or improper expenditure of school construction bond money.

At the May 29, 2014, Board meeting, the Board approved the early appointment of three initial committee members, whose goal was to determine if the proposed spending plan for the proposed bond measure was viable and reasonable. At the March 10, 2015, Board meeting, the Board approved an additional six members.

Current Consideration:

As a result of Measure H being passed by the voters, the Board needs to appoint members for the remaining vacancies. The Board of Trustees is requested to approve Claudia Perez as an additional member to the Citizens' Oversight Committee.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees appoint the additional Citizens' Oversight Committee member. **[EXHIBIT B]**

8. **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

8.1 **Bickmore, Actuarial Services Agreement**

Background Information:

Professional actuarial services for the District's self-insured general liability program was completed by Bickmore Risk Services for outstanding liabilities as of June 30, 2012. A current actuarial study is required for the District's participation in the California State Association of County Excess Insurance Authority (CSAC-EIA) Program.

Current Consideration:

In their study and analysis of the District's self-insured general liability program, Bickmore will provide a projection of loss costs, cash flow and investment income, as well as calculate program funding levels, determine appropriate rates for claims incurred, estimate required

funding for the program's outstanding losses for the next two years, and provide a statement of compliance with the Government Accounting Standards Board (GASB) 10 and 30. Services are being provided April 14, 2015, through April 14, 2016.

Budget Implication:

In consideration of the actuarial services provided by Bickmore, CSAC-EIA will subsidize the cost by compensating Bickmore \$2,000 toward the total cost of \$4,250, leaving the remaining \$2,250 to be paid by the District. (General Funds)

Staff Recommendation:

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

8.2 **Agreement Time Extension, School Facility Consultants**

Background Information:

School Facility Consultants was retained in May 2014 to assist the District in analyzing data for potential state funding. The firm specializes in analyzing the District's complex data sets to determine eligibility for modernization and new construction funding administered by the Office of Public School Construction (OPSC). The passage of the Measure H general obligation bond in November 2014 presents the opportunity for the District to leverage these funds for potential state eligibility funding in the future. The original board approval limited the service term period through December 31, 2014.

Current Consideration:

The District has an interest in continuing services with School Facility Consultants through June 30, 2016, to continue updating our eligibility for state funding. This agreement will only extend the time period.

Budget Implication:

No additional funds are being requested at this time. The Board approved an amount not to exceed \$31,000, which will continue to cover any requested services. (Capital Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

Staff Recommendation:

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

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

Background Information:

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

Current Consideration:

A District wheelchair bus was damaged beyond repair in an accident on April 20, 2015, and needs to be replaced as soon as possible to minimize the impact to students being transported. The District currently does not have a spare wheelchair bus that can replace the damaged bus. An additional three wheelchair buses are needed as well, in order to rotate out of service older buses requiring repairs. Therefore, it is imperative that these buses be ordered as soon as possible.

Staff has determined that the Waterford Unified School District Bid #01/12 to A-Z Bus Sales, Inc., is the best value for the acquisition of these buses. The District will purchase one bus immediately with a purchase order and will lease the remaining three buses utilizing a lease-purchase agreement.

Budget Implication:

The total cost is not to exceed \$528,000. (Transportation Funds and Insurance Reimbursement)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of four propane buses from A-Z Bus Sales, Inc. pursuant to PCC 20118 utilizing Waterford Unified School District Bid #01/12.

8.4 **Award of Bids**

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

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2015-14	Classroom 23 Seismic Retrofit Savanna High School (Maintenance Funds)	JM & J Contractors	\$ 69,000
2015-16	Exterior Lighting Retrofit Lexington Junior High School (Prop 39 Funds and Maintenance Funds)	Case & Sons Construction, Inc.	\$144,300

Staff Recommendation:

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

8.5 **Rejection of Liability Claim**

The Board of Trustees is requested to reject a liability claim that was filed on April 7, 2015, and identified as AUHSD 15-04 (Tort Claim 349). After review, staff determined that the claim was not a proper charge against the District. This claim alleges personal injury as a result of a trip and fall incident on March 17, 2015.

Staff Recommendation:

It is recommended that the Board of Trustees reject AUHSD 15-04 (Tort Claim 349) as not a proper charge against the District and authorize staff to send the notice of rejection.

EDUCATIONAL SERVICES

8.6 **Field Trip Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

8.7 **California School Boards Association (CSBA) May Delegate Assembly Meeting**

The Board of Trustees selected Board President Randle-Trejo to be the CSBA Delegate Assembly member. The Board is requested to approve the attendance at the following conference by Board President Randle-Trejo, with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.), at a cost not to exceed \$1,500.

CSBA's May Delegate Assembly meeting, May 16-17, 2015, Sacramento, California.
(General Funds)

Staff Recommendation:

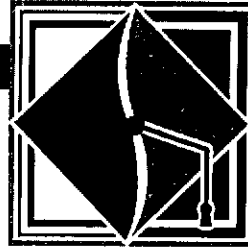
It is recommended that the Board of Trustees authorize Board President Randle-Trejo to attend the conference with payment of necessary expenses.

9. **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 Board of Trustees at (714) 999-3503 by noon on Wednesday, April 29, 2015.

Learning With Purpose

ANAHEIM
UNION
HIGH
SCHOOL
DISTRICT

College and Career Ready

MICHAEL B. MATSUDA
Superintendent

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

TO ESTABLISH BUILDING FUND NO. 2124 FOR "SERIES 2015 BONDS"

RESOLUTION NO. 2014/15-B-21

April 30, 2015

On motion of Trustee Piercy, duly seconded and carried, following discussion, the resolution was adopted:

WHEREAS, the Education Code Section 15140 provides that the Governing Board shall issue bonds on behalf of the District in order to renovate, repair, make improvements to district facilities, and

WHEREAS, the Governing Board has determined the need to establish a separate Building Fund (subfund 2124) to record the issuance of general obligation bonds in an aggregate principal amount not to exceed \$70,000,000 as authorized by the Bond Election of 2014, Series 2015, "the Series 2015 Bonds", and

WHEREAS, the District covenants that it will restrict the use of the proceeds of Series 2015 Bonds so as not to constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, and

WHEREAS, the Districts covenants that funds will be expended for the purposes described in Measure H, and applicable laws, and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board authorizes the administration to establish a building fund with the county treasurer effective May 1, 2015.

AYES: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

NOES:

ABSTAIN:

ABSENT:

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

Resolution Number 2014/15-B-21

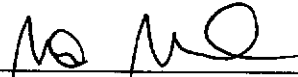
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SUPERINTENDENT'S OFFICE

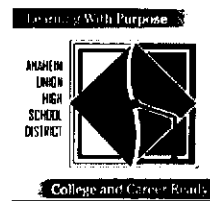
Anaheim Union High School District • 501 N. Crescent Way • Anaheim, CA 92801 • (714) 999-3502

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees therefore, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 30th day of April 2015 and passed by a roll call vote of all members of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of April 2015.



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



Citizens' Oversight Committee

Staff recommends the Board of Trustees consider and appoint Claudia Perez to serve on the Citizens' Oversight Committee.

The following three members were appointed at the May 29, 2014, Board meeting:

Alan Walker

Larry Larsen

Patricia Rich

The following six members were appointed at the March 10, 2015, Board meeting:

Robert Nelson

Steve Hwangbo

Jesse Cervantes

Rick Tkach

Carolyn Cavechi

Yesenia Rojas

Bickmore

This Consulting Services Agreement (Agreement), including attachments and exhibits, if any, is made this 14th day of April between **Anaheim High School District**, hereinafter "Client," and **Bickmore**.

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Bickmore Services**

During the term of this contract, Bickmore will provide to Client the services ("Services") outlined in Exhibit A, Engagement Letter, incorporated herein by reference.

2. **Contract Term**

This contract period shall be from the commencement of work on April 14, 2015 through April 14, 2016, or through date of extension by mutual agreement for continued Services.

3. **Compensation, Invoices, and Payments**

In consideration of the Services to be provided under the Agreement, Client shall compensate Bickmore \$4,250 (less CSAC Subsidy of \$2,000) for a total of \$2,250. Fee will be invoiced when work commences and fifty percent upon delivery of the draft report. The fee is fixed and includes travel expenses and will not be exceeded.

4. **Client's Responsibilities**

- a. Client shall provide the data and access to personnel necessary to assist Bickmore in performing the Services, including but not limited to those listed in Exhibit A attached.
- b. Client acknowledges that in performing the Services Bickmore shall rely on all information furnished by Client and on any decisions made or approvals given by Client in connection with the Services. Bickmore shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by Client, and Bickmore shall have no liability or responsibility for any inaccuracies in the data or information and/or for any reports, services, materials, or documents prepared or provided to Client based on such inaccurate or incomplete data or information.

5. **Indemnification**

Bickmore agrees to hold harmless and indemnify the Client for claims arising from its negligent performance of Services under this Agreement.

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 • 800.541.4591 • f. 855.242.8919 • www.bickmore.net

6. **Insurance**

Bickmore shall secure and maintain during the period of this contract appropriate general liability, workers' compensation, automobile liability, and professional liability insurance. Upon request, Bickmore shall provide evidence of such insurance to Client.

7. **Confidentiality**

All data supplied by Client shall be and remain at all times the sole and exclusive property of Client. Bickmore agrees that all Client data provided to Bickmore under this Agreement shall be received in confidence and shall not be disclosed to any third parties, except as reasonably necessary for Bickmore to perform its services hereunder or to comply with any validly issued subpoena or court order; provided, that to the extent not prohibited by law, Bickmore shall provide prior written notice of such disclosure to Client so that Client may have a chance to review such disclosure, object to such disclosure, and, if applicable, seek confidential treatment of any data to be included in such disclosure.

The Services and work product provided by Bickmore hereunder are provided for the exclusive use of Client. Notwithstanding the foregoing, nothing contained herein shall prohibit Bickmore from using any of Bickmore's general knowledge or knowledge acquired under this Agreement to perform similar services for others; provided however, that Bickmore shall not use any of Client's confidential information in providing services to others.

8. **Representations**

The services to be provided by Bickmore are not of a legal or accounting nature and Bickmore shall in no event give, or be required to give, any legal opinion or provide any legal or accounting representation to Client.

9. **Termination of Agreement**

Client and Bickmore shall have the right to terminate this Agreement, with or without cause, at any time upon 30 days' prior written notice to the other. After this agreement is terminated, Client shall compensate Bickmore for professional time provided and expenses incurred up to and including the date of termination. All Client documents secured to the point of contract termination shall be returned to Client upon request.

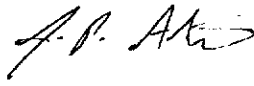
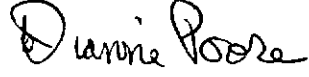
10. **Entire Agreement**

This Agreement, including any exhibits and documents incorporated by reference, constitutes the entire Agreement between Client and Bickmore. It supersedes all prior negotiations, communications, representations, or agreements, either written or oral, relating to the Services set forth in this Agreement. This Agreement may be amended only by written instrument signed by both parties.

11. Governing Law

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives, as follows:

Bickmore	Client
By: 	By: 
Name: John Alltop	Name: Dianne Poore
Title: President, Consulting	Title: Assistant Superintendent, Business Services
Date: April 14, 2015	Date: May 1, 2015

Field Trip Report

Board of Trustees

April 30, 2015

1. Western High School: ASB (40 students; 15 male, 24 female)
Adviser: Carole Casto (female)
Chaperones: Sam Jaramillo (male), Marvin Davis (male), Tom Casto (male), Jaime Flores (male), Monique Flores (female), Krisdee Kanaly (female)

To: Fullerton, CA
Dates: May 8, 2015 to May 9, 2015
Purpose: Leadership Retreat
Expenses: ASB/Club Fundraisers-meals
Parent/Student-transportation

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