

WESTSIDE UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
DISTRICT OFFICE – ROOM 4

June 26, 2018

Mission Statement: Recognizing the exceptionalism of every child, the mission of Westside Union School District is to educate all students to universally high levels of academic competence. We are committed to comprehensive systems of instructional delivery that include research-based best practices to assure this outcome by “pointing the way, providing the path” to success.

Vision Statement: Our vision is to graduate students who have acquired the knowledge, skills and attitudes necessary to achieve significant career, educational, civic and personal goals, which will enrich our society as positive role models and responsible citizens.

5:00 p.m. – Regular Session

Adjourn to Closed Session

6:00 p.m. – Reconvene to Regular Session

CALL TO ORDER _____ p.m.

I. OPEN SESSION _____ p.m.

A. Flag Salute

B. Roll Call

BOARD OF TRUSTEES

John Curiel _____

Patricia Shaw _____

Linda Jones _____

Jennifer Navarro _____

Steve DeMarzio _____

SUPERINTENDENT

Regina Rossall _____

II. ITEMS FROM THE FLOOR – Closed Session

Please submit a yellow “Request To Speak To The Board of Trustees” in the folder on the exhibit table for agenda and non-agenda items to the Secretary of the Board prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, no more than twenty (20) minutes on the same subject. This portion of the agenda is for presentations to the Board regarding closed session items only. This is not a question and answer period where the Board enters into dialogue. Testimony is not protected from damage claims for libel. Public Charges or allegations may result in legal action being brought by those individuals. If you have questions for the Board, please provide the Board President with a copy and an administrator will provide answers at a later date.

III. CLOSED SESSION

Moved by _____ Seconded by _____

Ayes: _____ Noes: _____ Abstain: _____

Opened: _____ Closed: _____

- a. Conference with Labor Negotiators (Gov’t. Code §54957.6)
- b. Existing/Anticipated/Pending Litigation (Gov’t Code §54956.9)
- c. Conference with Real Property Negotiator
1 Claim
- d. Public Employee Discipline/Dismissal/Release/Appointment (Gov’t Code §54957)
Superintendent’s Evaluation
- e. Pupil Personnel (Ed Code 35146 and 48918)

6-26-18

IV. RECONVENE TO OPEN SESSION at _____ p.m.

V. REPORT OF CLOSED SESSION ACTION

VI. PRESENTATIONS

VII. HEARING SESSION/STAFF REPORTS

- A. Board Comments
- B. Staff Reports
 - 1. Assistant Superintendent Administrative Services
 - 2. Assistant Superintendent Educational Services
 - 3. Deputy Superintendent
 - 4. Superintendent

VIII. PERSONAL APPEARANCES

- A. Westside Union Teachers Association Representatives
- B. California School Employees Association Representatives
- C. Parent Teacher Association Representatives
- D. West Antelope Valley Educational Foundation Representatives

IX. ITEMS FROM THE FLOOR

Please submit a yellow "Request To Speak To The Board of Trustees" in the folder on the exhibit table for agenda and non-agenda items to the Secretary of the Board prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, no more than twenty (20) minutes on the same subject. This is not a question and answer period where the Board enters into dialogue. Testimony is not protected from damage claims for libel. Public Charges or allegations may result in legal action being brought by those individuals. If you have questions for the Board, please provide the Board President with a copy and an administrator will provide answers at a later date.

X. PUBLIC HEARING

- a. A hearing on the proposed formation of Westside Union School District Community Facilities District No. 2018-1 with Improvement Areas Nos. 1 and 2. (to be held during the Business Session)

Opened _____ Closed _____

XI. BUSINESS SESSION

- A. Organizational/Governance
 - 1. Agenda

Item 1 Goal #

Moved by _____ Seconded by _____

To approve the Agenda of the Regular Meeting of
June 26, 2018

Ayes: _____ Noes: _____ Abstain: _____

Actions proposed for the Consent Calendar, are items with adopted policies and approved practices of the District and are deemed routine in nature. They will be acted upon in one motion, without discussions, unless members of the Board request an item's removal. The item will then be removed from the motion to approve and after the approval of the consent agenda the item(s) will be heard.

Items 2a -2e

- Goal #
2. Consent
- a. Minutes of the Regular Meeting on June 5, 2018 and the Workshop and Regular Meeting on June 19, 2018
 - b. Personnel Report
 - c. Purchase Orders
 - d. Consultant/Contract Schedule
 - e. Conference/Workshop Schedule
- Moved by _____ Seconded by _____
- Approval of the Consent Items as presented
- Ayes: _____ Noes: _____ Abstain: _____
3. Superintendent, Deputy Superintendent, Assistant Superintendent Educational Services and Assistant Superintendent Administrative Services Contract Amendments Item 3
- Moved by _____ Seconded by _____
- Approval of the Superintendent, Deputy Superintendent, Assistant Superintendent Educational Services, and Assistant Superintendent Administrative Services Contract Amendments
- Ayes: _____ Noes: _____ Abstain: _____
4. 2018-19 Board Goals and Expectations Item 4
- Moved by _____ Seconded by _____
- Approval of the 2018-19 Board Goals and Expectations
- Ayes: _____ Noes: _____ Abstain: _____
5. 2018-19 Board Agenda Calendar Item 5
- Moved by _____ Seconded by _____
- Approval of the 2018-19 Board Agenda Calendar
- Ayes: _____ Noes: _____ Abstain: _____
- B. Educational Services
6. Consolidated Application, Spring Data Collection Item 6
- Moved by _____ Seconded by _____
- Approval of the Consolidated Application Spring Data Collection
- Ayes: _____ Noes: _____ Abstain: _____

7. Revised Board Policy and Administrative Regulation 6154, Homework/Makeup Work Item 7 Goal #

Moved by _____ Seconded by _____

Approval of the second reading of the revised Board Policy Administrative Regulation 6154, Homework/Makeup Work

Ayes: _____ Noes: _____ Abstain: _____

8. Site Plans Item 8

- Anaverde Hills
- IDEA Academy at Cottonwood
- Esperanza
- Gregg Anderson
- Rancho Vista
- Sundown

Moved by _____ Seconded by _____

Approval of Site Plans

Ayes: _____ Noes: _____ Abstain: _____

9. Local Control Funding Formula Budget and Local Control and Accountability Program (LCAP) Item 9 3

Moved by _____ Seconded by _____

Approval of the Local Control Funding Formula Budget and Local Control and Accountability Program (LCAP)

Ayes: _____ Noes: _____ Abstain: _____

C. Business Services

10. California Student Data Privacy Agreement (CSDPA) Item 10

Moved by _____ Seconded by _____

Approval of the California Student Data Privacy Agreement (CSDPA)

Ayes: _____ Noes: _____ Abstain: _____

11. Revised Board Policies and Administrative Regulations Item 11

- AR 3230, Federal Grant Funds
- AR 3514.2, Integrated Pest Management
- BP/AR 3551, Food Service Operations/Cafeteria Fund
- BP/AR 3553, Free and Reduced Price Meals

Moved by _____ Seconded by _____

6-26-18

Approval of the second and final reading of the revised
Board Policies and Administrative Regulations

Goal #

Ayes:_____ Noes:_____ Abstain:_____

12. Board Policy and Administrative Regulation 1113, District and School Web Sites Item 12

Moved by _____ Seconded by _____

Approval of the first reading of Board Policy and
Administrative Regulation 1113, District and School Web
Sites

Ayes:_____ Noes:_____ Abstain:_____

13. Resolution 18-79, Amended Boundary Map for Westside Union School District Community Facilities District No. 2018-1 with Improvement Areas Nos. 1 and 2 Item 13 4B

Moved by _____ Seconded by _____

Approval of Resolution 18-79, Amended Boundary Map
for Westside Union School District Community Facilities
District No. 2018-1 with Improvement Areas Nos. 1 and 2

Ayes:_____ Noes:_____ Abstain:_____

- 13a Resolution 18-80, Formation of Community Facilities District No. 2018-1 with Improvement Areas Nos. 1 and 2 Item 13a 4B

Moved by _____ Seconded by _____

Approval of Resolution 18-80, Formation of Community
Facilities District No. 2018-1 with Improvement Areas
Nos. 1 and 2

Ayes:_____ Noes:_____ Abstain:_____

- 13b Resolution 18-81, Determining the Need to Incur Debt, Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2 Item 13b 4B

Moved by _____ Seconded by _____

Approval of Resolution 18-81, Determining the Need to
Incur Debt, Westside Union School District Community
Facilities District No. 2018-1 with Improvement Areas
Nos. 1 and 2

Ayes:_____ Noes:_____ Abstain:_____

6-26-18

- | | | | |
|-----|--|----------|--------------|
| 13c | Resolution 18-82, Canvassing Election Results, Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2 Moved by _____ Seconded by _____ Approval of Resolution 18-82, Canvassing Election Results, Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2 Ayes: _____ Noes: _____ Abstain: _____ | Item 13c | Goal # 4B |
| 13d | Resolution 18-83, First Reading of Ordinance, Westside Union School District Community Facilities District No. 2018-1, Authorizing the Levy of a Special Tax Moved by _____ Seconded by _____ Approval of Resolution 18-83, First Reading of Ordinance, Westside Union School District Community Facilities District No. 2018-1, Authorizing the Levy of a Special Tax Ayes: _____ Noes: _____ Abstain: _____ | Item 13d | 4B |
| 14. | Resolutions 18-84, 18-85, 18-86, and 18-87 of The Westside Union School District Board of Trustees, Acting as The Legislative Body of The Westside Union School District Community Facilities District (CFD) Nos. 2005-1, 2005-2, 2005-3 and 2007-1 Improvement Areas ("IA") Authorizing The Levy of Special Taxes for Fiscal Year 2018-2019 Moved by _____ Seconded by a _____ Approval of Resolutions 18-84, 18-85, 18-86, and 18-87 of The Westside Union School District Board of Trustees, Acting as The Legislative Body of The Westside Union School District Community Facilities District (CFD) Nos. 2005-1, 2005-2, 2005-3 and 2007-1 Improvement Areas ("IA") Authorizing The Levy of Special Taxes for Fiscal Year 2018-2019 Ayes: _____ Noes: _____ Abstain: _____ | Item 14 | 4B |
| 15. | 2018-19 Budget Moved by _____ Seconded by _____ Approval of the 2018-19 Budget Ayes: _____ Noes: _____ Abstain: _____ | Item 15 | 5 |

- | | | | |
|-----|--|---------|-------------|
| 16. | AB1200 | Item 16 | Goal # 5 |
| | Moved by _____ Seconded by _____ | | |
| | Approval of the AB1200 | | |
| | Ayes:_____ Noes:_____ Abstain:_____ | | |
| 17. | Resolution 18-88, Temporary Interfund Transfers of Special or Restricted Fund Moneys for 2018-19 | Item 17 | |
| | Moved by _____ Seconded by _____ | | |
| | Approval of Resolution 18-88, Temporary Interfund Transfers of Special or Restricted Fund Moneys for 2018-19 | | |
| | Ayes:_____ Noes:_____ Abstain:_____ | | |
| 18. | Resolution 18-89, Education Protection Account (EPA) | Item 18 | |
| | Moved by _____ Seconded by _____ | | |
| | Approval of Resolution 18-89, Education Protection Account (EPA) | | |
| | Ayes:_____ Noes:_____ Abstain:_____ | | |
| 19. | Resolution 18-90, Annual Delegation to Process Routine Budget Revisions, Adjustments and Transfers | Item 19 | |
| | Moved by _____ Seconded by _____ | | |
| | Approval of Resolution 18-90, Annual Delegation to Process Routine Budget Revisions, Adjustments and Transfers | | |
| | Ayes:_____ Noes:_____ Abstain:_____ | | |
| 20. | Authorization to Make Appropriation Transfers | Item 20 | |
| | Moved by _____ Seconded by _____ | | |
| | Approval of Authorization to Make Appropriation Transfers | | |
| | Ayes:_____ Noes:_____ Abstain:_____ | | |
| 21. | Amendment to Johnson Controls, Inc. Power Agreement | Item 21 | |
| | Moved by _____ Seconded by _____ | | |

Approval of the Amendment to Johnson Controls, Inc.
Power Agreement

Goal #

Ayes:_____ Noes:_____ Abstain:_____

D. Personnel

- | | | | |
|-----|---|---------|----|
| 22. | Tentative Agreement for the 2019-2020 and 2010-2021 Collective Bargaining Agreement and Memorandum of Understanding 18-08, Article 5-Instructional Minutes, between Westside Union School District and Westside Union Teachers Association (WUTA) | Item 22 | 2d |
|-----|---|---------|----|

Moved by _____ Seconded by _____

Approval of Tentative Agreement for the 2019-2020 and 2010-2021 Collective Bargaining Agreement and Memorandum of Understanding 18-08, Article 5-Instructional Minutes between Westside Union School District and Westside Union Teachers Association (WUTA)

Ayes:_____ Noes:_____ Abstain:_____

- | | | | |
|-----|---|---------|----|
| 23. | Tentative Agreement for the 2019-2020 and 2020-2021 Collective Bargaining Agreement between Westside Union School District and California School Employees (CSEA) Chapter #398 and Resolution 18-92, Change in Observance Date for Lincoln's Day for 2018-19 and 2019-20 School Years | Item 23 | 2d |
|-----|---|---------|----|

Moved by _____ Seconded by _____

Approval of the Tentative Agreement for the 2019-2020 and 2020-2021 Collective Bargaining Agreement between Westside Union School District and California School Employees (CSEA) Chapter #398 and Resolution 18-92, Change in Observance Date for Lincoln's Day for 2018-19 and 2019-20 School Years

Ayes:_____ Noes:_____ Abstain:_____

- | | | | |
|-----|---|---------|----|
| 24. | Unrepresented Employee Groups (all Management, Confidential, Playground Supervisors and Crossing Guards) Settlement Agreements for 2018-19 and 2019-20 School Years | Item 24 | 2d |
|-----|---|---------|----|

Moved by _____ Seconded by _____

Approval of the Unrepresented Employee Groups (All Management, Confidential, Playground Supervisors and Crossing Guards) Settlement Agreements for the 2018-19 and 2019-20 School Years.

Goal #

Ayes:_____ Noes:_____ Abstain:_____

25. Variable Term Waiver Item 25

Moved by _____ Seconded by _____

Approval of the Variable Term Waiver

Ayes:_____ Noes:_____ Abstain:_____

26. Provisional Intern Permit (PIP) Item 26

Moved by _____ Seconded by _____

Approval of the Provisional Intern Permit (PIP)

Ayes:_____ Noes:_____ Abstain:_____

27. Short Term Staff Permit (STSP) Item 27

Moved by _____ Seconded by _____

Approval of the Short Term Staff Permit (STSP)

Ayes:_____ Noes:_____ Abstain:_____

XII. INFORMATION SESSION

- A. Items From The Floor – Continued
- B. Dates to Remember:
 - 1. Regular Meeting on August 7, 2018
 - 2. Regular Meeting on August 21, 2018
- C. Board Comments – Continued

XIII. NEW BUSINESS

Future Board Meeting Items

XIV. CLOSED SESSION - Continued

XV. RECONVENE TO OPEN SESSION at _____ p.m.

XVI. REPORT OF CLOSED SESSION ACTION

XVII. ADJOURNMENT

There being no further business to come before the Board, the regular meeting of June 26, 2018, is adjourned at _____p.m. by the Board President.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Tonya Williams at (661) 722-0716. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting room.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection on the District Web Site, www.westside.k12.ca.us or in the District Office located at 41914 50th St. West, Quartz Hill, CA 93536 during normal business hours (8:00 a.m. – 4:00 p.m.).

Core Beliefs and Board Goals 2017-2018

The District uses data to create a learning-oriented culture for both staff and students which defines success in terms of improvement and progress.

- 1. WE BELIEVE THAT OUR TEACHERS AND STAFF ARE OUR MOST VALUABLE ASSETS AND RESOURCES**
- 2. WE OPERATE WITH TRANSPARENCY, TRUST AND INTEGRITY, GOVERNING IN A DIGNIFIED, PROFESSIONAL MANNER, TREATING EVERYONE WITH CIVILITY AND RESPECT**
- 3. WE ARE ABSOLUTELY COMMITTED TO PROVIDING A SAFE, DISTINGUISHED AND ENGAGING LEARNING ENVIRONMENT THAT ENSURES ALL STUDENTS LEARN TO THEIR HIGHEST POTENTIAL**

- ❧ A. Build the capacity of board and district staff in developing and monitoring data related to goals and priorities specifically in the area of cultural responsiveness and educational equity
- ❧ B. A key concern and priority for this governing board is improving the accuracy and consistency of grading which should measure what students know, as they play a crucial role in every aspect of students' academic lives and future lives as global citizens. Areas of concern are: 1) Grades reflect progressive and mastery of content. 2) They are predictable and understood by parents and third parties. 3) That non-academic factors are graded separately. 4) The system adopted is not overwhelming for teachers.

❖ Annual Report by Educational Services

- 4. WE ARE ABSOLUTELY COMMITTED TO PROVIDING THE NECESSARY FACILITIES TO MEET THE HOUSING AND EDUCATION NEEDS OF OUR CHANGING STUDENT POPULATION AND A VISION THAT PROMOTES AND SUPPORTS THEIR FUTURE**

- ❧ A. Continue the Cottonwood Elementary School modernization
- ❧ B. Receive annual updates to the District's Facilities Master Plan while exploring and securing options to finance the plan.
- ❧ C. Continue to implement sustainable clean energy programs that promote the long-term well-being of both the District's finances and the environment.

❖ Annual Report by Business Services

- 5. WE ARE FISCALLY TRUSTWORTHY AND DEDICATED TO RESPONSIBLE FINANCIAL ACCOUNTABILITY**
- 6. WE BELIEVE IN AND PROMOTE PARENT AND COMMUNITY INVOLVEMENT IN WESTSIDE UNION SCHOOL DISTRICT**

2017-2018 Board Expectations

The District uses data to create a learning-oriented culture for both staff and students which defines success in terms of improvement and progress.

1. WE BELIEVE THAT OUR TEACHERS AND STAFF ARE OUR MOST VALUABLE ASSETS AND RESOURCES

EXPECTATIONS:

- a. Provide staff development to enable employees in a job classifications to maintain and improve their skills to meet stated goals of the Board to meet the needs of students. Continuously monitor and re-evaluate formula-driven staffing levels that adequately address student ratios and campus needs for all classifications of employees (classified, certificated, confidential, and administration)
- b. Maintain and monitor administrative training programs to enable existing staff to become administrators or to increase the skills of current administrators to assume increasing levels of responsibility in the future as well as immediately assisting with the reduction of attendance issues, traffic safety and student discipline at all school sites. Create programs that enable classified employees who want to become teachers to obtain the necessary information to do so, and work with the CSEA Board to make sure members know about contractual benefits available when taking college classes. As grants become available to help classified employees become teachers, apply for any for which the District is eligible.
- c. Provide ongoing recognition for school achievement, program development, i.e., California Gold Ribbon, Golden Bell, Employee of the Year, and Program Innovation: Joe Walker STEALTH, Gregg Anderson Academy, The IDEA Academy at Cottonwood, Westside Academy and Hillview 6th Grade Academy
- d. Continue a long-term plan to provide total compensation for all positions within the district that is competitive with the surrounding Antelope Valley elementary school districts
- e. Provide ongoing training to ensure a safe work place for all employees
- f. As funds are available revenues will be placed in a separate account to pay for long term post-employment benefits

- a. a, d & e - Annual Report by Human Resources
- b. b & c - Annual Report from Superintendent
- c. f - Annual Report by Business Services

2. WE OPERATE WITH TRANSPARENCY, TRUST AND INTEGRITY, GOVERNING IN A DIGNIFIED, PROFESSIONAL MANNER, TREATING EVERYONE WITH CIVILITY AND RESPECT

EXPECTATIONS

- a. Continue to improve the knowledge level of trustees through ongoing training, participation in political actions that influence improved funding and legislation for educational programs, and programs of independent study. All Board Members will attend the CSBA Annual Education Conference, with a report of sessions attended at a future Board Meeting, and receive a Masters in Governance certification
- b. The board will initiate the annual process for self-evaluation in June
- c. Annually set objectives to meet the goals of the district in June
- d. Continue to improve working relationship with employee unions to enable communications that enhance the overall well-being of the district including all employees
- e. A public-friendly version of the three major budget reports of the year shall be posted on the website

3. **WE ARE ABSOLUTELY COMMITTED TO PROVIDING A SAFE, DISTINGUISHED AND ENGAGING LEARNING ENVIRONMENT THAT ENSURES ALL STUDENTS LEARN TO THEIR HIGHEST POTENTIAL**

EXPECTATIONS:

- a. Staff will monitor comprehensive plans for improving student achievement including the Local Control Accountability Plan (LCAP) and the Comprehensive Safety Plans including the sections related to student discipline.
- b. All students will receive rigorous and effective instruction, support and intervention that afford equitable access to a high quality educational experience in an environment that nurtures critical thinking, communication, collaboration, creativity and social responsibility.
- c. Teachers will use research-based best practices to design and deliver instruction, which addresses the knowledge, concepts and skills outlined in the State Standards. Teachers will design lessons that actively engage the minds of all learners with that which is to be learned. Learning objectives that describe what students will be able to do successfully and independently at the end of each lesson will be clearly articulated. Formative assessment will be used to guide and inform instruction. Summative assessment will be used to measure student learning.
- d. Professional Development will be aligned to improve student outcomes. Data will be collected to substantiate growth in student achievement.

4. **WE ARE ABSOLUTELY COMMITTED TO PROVIDING THE NECESSARY FACILITIES TO MEET THE HOUSING AND EDUCATION NEEDS OF OUR CHANGING STUDENT POPULATION AND A VISION THAT PROMOTES AND SUPPORTS THEIR FUTURE**

EXPECTATION

- a. Monitor and maintain high-quality information technology systems throughout the District

5. **WE ARE FISCALLY TRUSTWORTHY AND DEDICATED TO RESPONSIBLE FINANCIAL ACCOUNTABILITY**

EXPECTATIONS:

- a. Continue to decrease encroachment of general funds by Special Education
- b. Continue to update and implement the adopted Technology Plan
- c. Continue to increase operational efficiency
- d. Citizens Oversight Committee will hold required meetings
- e. Set budget priorities based on the goals of the District
- f. Support and retain partnerships that have a mutual priority to maximize the available dollars for improving programs for students
- g. Maintain student Average Daily Attendance to exceed 96% percent.
- h. Senior Staff to hold twice-yearly fiscal status updates at employee work locations in order to educate and inform our stakeholders
- i. Maintain a financially responsible, positive District budget for the current year and two out years in order to preserve Westside's financial solvency, educational programs and the continued payment of employee salaries.

g - Annual ADA Report by Business Services

a, b, c, d, e, f, h & i - Budget Presentations by Business Services

6. **WE BELIEVE IN AND PROMOTE PARENT AND COMMUNITY INVOLVEMENT IN WESTSIDE UNION SCHOOL DISTRICT**

EXPECTATIONS:

- a. Continue to monitor and implement plans to increase communication and participation with parents regarding their children's education including the use of PowerSchool/PowerTeacher by all teachers.
- b. Implement plans to improve parent communication and participation with parents of all students.
- c. Explore ongoing efforts to increase communication with the community, utilizing methods that are cost effective.
- d. Strengthen partnerships with businesses, community organizations, and public agencies.
- e. Annually share the Board's goals and accomplishments with the stakeholders. Each school year will begin with a State of the District presentation by Superintendent and staff where maximum efforts are made to assure that the meeting is well-attended by the public.
- f. Create, administer and compile surveys for constituents that will generate data to measure district effectiveness to drive district decisions.
- g. Continue to explore means of obtaining input from stakeholders.
- h. Each Trustee will regularly attend community and school site events
- i. The Board will play an active role in promoting our district's image in the community and positive working relationships with all stakeholders.
- j. Keep public postings and communications current. Staff will monitor weekly.
Partner with parents and community to develop and implement school programs.

☞ e - Posted on District Website

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Regina L. Rossall, Superintendent
SUBJECT: Board Meeting Agenda

BACKGROUND:

The Board is requested to approve the Agenda for June 26, 2018.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS/FUNDING SOURCE:

None

SUPERINTENDENT'S RECOMMENDATION:

Approval

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Regina L. Rossall, Superintendent
SUBJECT: Board Minutes

BACKGROUND:

The Board is requested to approve the Minutes of the Regular Meeting on June 5, 2017 and the Workshop and Regular Meeting on June 19, 2018.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS/FUNDING SOURCE:

None associated with the approval of Board Minutes.

SUPERINTENDENT'S RECOMMENDATION:

Approval

WESTSIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES
June 5, 2018

I. CALL TO ORDER

At 5:04 p.m. John Curiel, President, called to order the Regular Board Meeting of the Westside Union School District Board of Trustees.

II. Flag Salute

Jeri Holmes, CSEA President

III. ROLL CALL

John Curiel, President – Present
Patricia K. Shaw, Vice President - Present
Dr. Linda Jones, Clerk – Present
Jennifer Navarro, Member – Present
Steven DeMarzio, Member – Present

SUPERINTENDENT

Regina Rossall – Present

IV. ITEMS FROM THE FLOOR

None

V. OTHERS PRESENT

Jeri Holmes, Anna Osborn, Rhonda Hanson, Kim Blackstone, George Blackstone, Erin Belcher, Rowdy Dyer, Heather Kunz, Jackie Jones, Priscilla Showers, Ana Penaloza, Cristina Marquez, Amy Brouwer, Rebecca Davis, J Bartee, Marisa Yudin, Laura Duran, Alicia Ceroni, Judi Hynan, Jon Coleman, Rodney Lots, Eric Evers, Sylvia Borg-Otting, Alva Torres, Susan Price, Brian Schiller, Tom Morreale, Kristin Gellinck-Frye, Jennifer Slater-Sanchez, A. Griffin

VI. M18-214 - The motion was made by Linda Jones seconded by Patricia K. Shaw and carried 5/0 to adjourn to closed session at 5:07 p.m. to consider:

- a. Conference with Labor Negotiators (Gov't Code §54957.6)
- b. Existing/Anticipated/Pending Litigation (Gov't Code §54956.9)
- c. Conference with Real Property Negotiator
- d. Public Employee Discipline/Dismissal/Release/Appointment Unrepresented Management (Gov't Code §54957)
Superintendent's Evaluation
- e. Pupil Personnel (Ed Code 35146 and 48918)
4 Cases

VII. RECONVENE TO OPEN SESSION at 6:18 p.m.

VIII. CLOSED SESSION ACTION

- a. M18-215 - The motion was made by Patricia K. Shaw seconded by Linda Jones and carried 5/0 to approve the Settlement Agreements for OAH Case Numbers 2018040333 and 2018050137.
- b. M18-216 - The motion was made by Patricia K. Shaw seconded by Linda Jones and carried 5/0 to approve the Agreement and Stipulation for Expulsion for Case Numbers 1718-07 and 1718-08.

IX. PRESENTATIONS

- A. Golden Apple Award
- B. District Office and Management Service Pins
- C. ACSA Awards
- D. Management and Confidential Employees of the Year
- E. Local Control Accountability Program
- F. 2018-19 Budget

X. HEARING SESSION/STAFF REPORTS

A. Board Comments:

Steve DeMarzio:

- Congratulations to you all, what a pleasure it is to serve in this district. I enjoy visiting your school sites whenever I can.
- We need to emphasize the one-time money. In 2018-19 we have more revenue than we have had in the past, but it's still one-time money.
- At the AVSBA dinner in May, we had a school safety presentation. It was very informative.
- In May I attended the CSBA Delegate Assembly. One of the topics was emphasizing full and adequate funding through legislation. CSBA is looking for California to have reach the national average in per pupil spending which I think is setting the bar too low. CSBA also did a poll and found that the public is open to a tax increase but I believe the state government has plenty of revenue and need to be more efficient and focused at how the money is spent. California is last in the nation in having the highest level of poverty and is almost at the bottom in per pupil spending in education. Maybe, just maybe, shift spending more to education to truly break the poverty cycle. Let's be #1 in per pupil spending.
- I just got back from Hawaii on vacation this last week. I saw Trudy Valenzuela and her family while I was there.
- I purchased a bullet blocker backpack for about \$230.00.

Jennifer Navarro

- Congratulations to all the award winners and staff who received service pins this evening. We have a lot of experience in this room.
- Thank you, Marguerite, Shawn and Lisa; you do a great job making your presentations understandable.
- I finished the year out visiting all of the schools. I would like to thank the principals for taking time out of your busy schedules showing me around your sites. Have a great summer; we will see you in August.

Linda Jones

- I would like to wish everyone a very restful summer; you have worked very hard. We are proud of all of you; thank you for your service and hard work.

Patricia K. Shaw:

- Congratulations to everyone who received an award tonight. I was amazed at all the awards; I wish everyone could receive an award.

John Curiel:

- Congratulations to all of our award winners this evening.
- The presentations were very well done, thank you.
- I hope everyone enjoys their summer break.
- I agree, I think everyone should receive an award.

B. Staff Reports:

1. Assistant Superintendent Administrative Services – Shawn Cabey
 - a. It is really inspiring to see everyone receive an award. It's amazing working with all of you.
2. Assistant Superintendent Educational Services - Marguerite Johnson
 - a. Congratulations to all of you who were recognized this evening, a lot of wisdom is in this room.
 - b. Extended School Year starts on Monday, June 11, 2018.
 - c. Since we are not having summer school this year, we have been passing out summer learning kits to students who need them. We ordered and will give out about 600 kits.
 - d. I would like to thank the school sites for working with us on all the issues of testing.
 - e. Have a great summer.
3. Deputy Superintendent - Robert Hughes
 - a. Congratulations to all of our managers, we have an incredible management team.
 - b. We are still working on hiring. Right now, we need about 15 more teachers.
4. Superintendent – Regina Rossall

Mrs. Rossall reviewed the following items with the Trustees:

 - a. I am looking forward to our promotion ceremonies tomorrow.
 - b. Our last day of school is Thursday, June 7, 2018
 - c. It has been a pleasure to honor our management staff this evening. This has been a difficult year for us.
 - d. We are so blessed to work with our management staff.
 - e. Tim Barker has completed his term as ACSA Region XV President. Nicole Hernandez is stepping in as the president.
 - f. As of yesterday, we have completed negotiations with all of our employees; thank you to Robert Hughes and his team.
 - g. Thank you to cabinet, you do a wonderful job. You are joyful in the jobs that you do. There are many things to keep track of and you all do an amazing job.

XI. RECESS

XII. RECONVENE TO OPEN SESSION at 7:52 p.m.

XIII. PERSONAL APPEARANCES

- A. Westside Union Teachers Association Representative – Bob Dunham, President
- B. California School Employee Association Representative – Jeri Holmes, President
I would like to thank the Board for their generous offer to classified staff. We are very grateful for all the Board has done.
- C. Parent Teachers Association Representative
- D. WAVE Representative – Jennifer Navarro and Robert Hughes

XIV. ITEMS FROM THE FLOOR – Regular Session

- a. Dyneisha Austin – Negative Behavior/Appropriateness
- b. Eric Evers – School Security

XV. PUBLIC HEARING

- A. A hearing to receive public input on the Local Control Accountability Program (LCAP) opened at 8:02 p.m. and closed at 8:03 p.m.

- B. A hearing to receive public input on the 2018-19 Adopted Budget opened at 8:03 p.m. and closed at 8:04 p.m.
- C. A hearing on the proposed formation of Westside Union School District Community Facilities District no. 2018-1 with Improvement Areas Nos. 1 and 2. (to be held during the Business Session) opened at p.m. and closed at p.m.
I move that the Board, at the request of the landowner, pursuant to Government Code sections 53312.5 and 53325, continue the public hearing on the formation of Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2 to its regular meeting scheduled for 5:00 pm. on June 26, 2018, to be held at the District Office Rooms 3 & 4, 41914 50th ST W, Quartz Hill, California 93536. Further, as a result of the continuance of the public hearing, Board action on the other items on tonight's meeting agenda related to the formation of the CFD also be continued to the June 26, 2018, meeting. The motion was made by Patricia K. Shaw seconded by Steve DeMarzio and carried 5/0.
- D. A hearing to receive public input on the Hillview Solar Upgrades/PacificWest Agreement (the Board will close the public hearing after comments are received during the Business Session.) opened at 8:07 p.m. and closed at 8:09 p.m.

XVI. BUSINESS SESSION

Organizational/Governance

- 1. M18-217 - Item 1. Approval of the agenda of the Regular Board Meeting of June 5, 2018, as submitted. The motion was made by Steve DeMarzio seconded by Patricia K. Shaw and carried 5/0.
- 2. M18-218 - Items 2a – 2g. The motion was made by Steve DeMarzio seconded by Patricia K. Shaw and carried 5/0 to approve the consent agenda.
 - 2a Minutes of the Workshop and Regular Meeting on May 15, 2018
 - 2b Fundraising Authorization
 - 2c Personnel Report
 - 2d Purchase Orders
 - 2e Consultant/Contract Agreement Schedule
 - 2f Conference/Workshop Schedule
 - 2g Obsolete Item Disposal List
- 3. Discussion Item
 - Governance

XVII. EDUCATIONAL SERVICES

- 4. M18-219 - Item 4. The motion was made by Steve DeMarzio seconded by Linda Jones and carried 5/0 to approve Site Plans for:
 - Hillview
 - Joe Walker
 - Quartz Hill
- 5. M18-220 - Item 5. The motion was made by Jennifer Navarro seconded by Steve DeMarzio and carried 5/0 to approve Memorandum of Understanding 18-07, between Westside Union School District and Antelope Valley Migrant Education Program Consortium.
- 6. M18-221 - Item 6. The motion was made by Patricia K. Shaw seconded by Jennifer Navarro and carried 5/0 to approve the first reading of the revised Board Policy and Administrative Regulation 6154, Homework/Makeup Work.

XVIII. PERSONNEL

7. M18-222 - Item 7. The motion was made by Jennifer Navarro seconded by Patricia K. Shaw and carried 5/0 to approve the Provisional Intern Permits (PIP).
8. M18-223 - Item 6. The motion was made by Steve DeMarzio seconded by Linda Jones and carried 5/0 to approve Short Term Staffing Permits (STSP).

XIX. BUSINESS

9. Item 9. The motion was made by seconded by and carried 5/0 to approve Resolution 18-79, Amended Boundary Map for Westside Union School District Community Facilities District No. 2018-1 with Improvement Areas Nos. 1 and 2. – **Tabled until June 26, 2018**
- 9a. Item 9a. The motion was made by seconded by and carried 5/0 to approve Resolution 18-80, Formation of Community Facilities District No. 2018-1 with Improvement Areas Nos. 1 and 2. – **Tabled until June 26, 2018**
- 9b. Item 9b. The motion was made by seconded by and carried 5/0 to approve Resolution 18-81, Determining the Need to Incur Debt, Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2. - **Tabled until June 26, 2018**
- 9c. Item 9c. The motion was made by seconded by and carried 5/0 to approve Resolution 18-82, Canvassing Election Results, Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2. - **Tabled until June 26, 2018**
- 9d. Item 9d. The motion was made by seconded by and carried 5/0 to approve Resolution 18-83, First Reading of Ordinance, Westside Union School District Community Facilities District No. 2018-1, Authorizing the Levy of a Special Tax. - **Tabled until June 26, 2018**
10. M18-224 - Item 10. The motion was made by Steve DeMarzio seconded by Linda Jones and carried 5/0 to approve Resolution 18-78, Temporary Extraordinary Approval Authorization.
11. M18-225 - Item 11. The motion was made by Patricia K. Shaw seconded by Steve DeMarzio and carried 5/0 to approve the Hillview Solar Upgrades/PacificWest Agreement.
12. M18-226 - Item 12. The motion was made by Steve DeMarzio seconded by Linda Jones and carried 5/0 to approve the first reading of the revised Board Policies and Administrative Regulations:
 - AR 3230, Federal Grant Funds
 - AR 3514.2, Integrated Pest Management
 - BP/AR 3551, Food Service Operations/Cafeteria Fund
 - BP/AR 3553, Free and Reduced Price Meals
13. M18-227 - Item 13. The motion was made by Jennifer Navarro seconded by Linda Jones and carried 5/0 to approve the award of Quartz Hill Elementary Paint Bid to Cali Painting.
14. M18- 228- Item 14. The motion was made by Patricia K. Shaw seconded by Linda Jones and carried 5/0 to approve the Bruns Belmont Credit Change Order No. 1 for Cottonwood.

XX. NEW BUSINESS

None

XXI. UNFINISHED BUSINESS

None

XXII. CLOSED SESSION - Continued

XXIII. RECONVENE TO OPEN SESSION at 8:36 p.m.

Minutes

Regular Board Meeting

June 5, 2018

XXIV. CLOSED SESSION ACTION

None

XXV. ADJOURNMENT – The meeting was adjourned at 8:37 p.m. by the Board President.

Linda Jones, Clerk

June 19, 2018

WESTSIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES
June 19, 2018

I. CALL TO ORDER

At 5:05 p.m. John Curiel, President, called to order the Workshop and Regular Meeting of the Westside Union School District Board of Trustees.

II. PLEDGE OF ALLEGIENCE

Patricia Shaw, Vice President

III. ROLL CALL

Steve DeMarzio, President – Absent
John Curiel, Vice President – Present
Patricia K. Shaw, Clerk – Present
Linda Jones, Member – Present
Jennifer Navarro, Member - Present

Regina Rossall, Superintendent - Present

IV. OTHERS PRESENT

None

V. WORKSHOP

- A. 2018-19 Board Goals
- B. 2018-19 Board Agenda Calendar

VI. M18- - The motion was made by Patricia K, Shaw seconded by Linda Jones and carried 5/0 to adjourn to closed session at 5:59 p.m. to consider:

- a. Conference with Labor Negotiators (Gov't Code §54957.6)
- b. Existing/Anticipated/Pending Litigation (Gov't Code §54956.9)
- c. Conference with Real Property Negotiator
- d. Public Employee Discipline/Dismissal/Release/Appointment Unrepresented Management (Gov't Code §54957)
Superintendent's Evaluation
- e. Pupil Personnel (Ed Code 35146 and 48918)

VI. RECONVENE TO OPEN SESSION at 8:03 p.m.

VII. CLOSED SESSION ACTION

None

VIII. ADJOURNMENT –The Workshop and Regular Meeting of June 19, 2018, is adjourned at 8:04 p.m. by the Board President.

Linda Jones, Clerk
Adopted: June 26, 2018

WESTSIDE UNION SCHOOL DISTRICT
BOARD AGENDA
June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Robert Hughes, Deputy Superintendent

SUBJECT: Personnel Report #18-21

BACKGROUND: The Board is requested to approve/ratify the following personnel Recommendations:

MANAGEMENT

| | |
|-------------------|---|
| <u>Employment</u> | <u>Position/Location/Effective Date/Salary/Funding/Req. #</u> |
| Lagos, Christy | Counselor/Step 1/ESF/July 1, 2018/URGF |

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|---------------|---|
| <u>Change</u> | <u>Position/Location/Effective Date/Salary/Funding/Req. #</u> |
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| <u>Separation</u> | <u>Position/Location/Effective Date</u> |
| Jones, Jacquelyn | Psychologist/SSS/June 30, 2018/Resignation |

CERTIFICATED

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| <u>Employment</u> | |
| Allington, Katherine | Teacher/Column I Step 1/July 1, 2018/URGF |
| Bridges, Michelle | Teacher/Column I Step 1/July 1, 2018/URGF |
| Buck, Kristine | Teacher/Column I Step 1/July 1, 2018/URGF |
| Cowan, Enjoli | Teacher/Column I Step 1/July 1, 2018/URGF |
| Eichner, Danielle | Teacher/Column I Step 1/July 1, 2018/URGF |
| Esse, Genie | Teacher/Column I Step 1/July 1, 2018/URGF |
| Ewart, Aniko | Lego Advisor/GA/Stipend/2017-2018/URGF/Req# 14917 |

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| Gutierrez, Emilio | Teacher/Column I Step 1/July 1, 2018/URGF |
| Kryzter, Erin | Teacher/Column I Step 1/July 1, 2018/URGF |
| Matthews, Ashley | Teacher/Column I Step 1/July 1, 2018/URGF |
| Molloy, Sandra | Teacher/Column I Step 1/July 1, 2018/URGF |
| Mumby, Jennifer | Teacher/Column I Step 1/July 1, 2018/URGF |
| Sanderson, Tomas | Teacher/Column I Step 1/July 1, 2018/URGF |

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| <u>Change</u> | <u>Position/Location/Effective Date/Salary/Funding/Req. #</u> |
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| <u>Leaves</u> | <u>Position/Location/Effective Date</u> |
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| <u>Separation</u> | <u>Position/Location/Effective Date</u> |
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CLASSIFIED

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| <u>Employment</u> | <u>Position/Location/Effective Date/Salary/Funding/Req.#</u> |
| Aceves, Jessica | Short-Term Playground Supervisor/JW/1 hr/pe/day/Step 1/ June 11-15, 2018/Sup Grant/Req# 15247 |

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| Arce, Angela | Short-Term Playground Supervisor/AH/.5 hrs/per/day/Step 1/May 21, 2018/ URGF/Req# 15487 |
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| Agnor, Michael | Extra-Duty Instructional Assistant II/JW/Not to Exceed 8 hrs/Step 1/ June 7, 2018/JW-URGF/Req# 15475 |
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| Agnor, Michael | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15413 |
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| Aguilar, Veronica | Short-Term Playground Supervisor/CW/.33 hrs/per/day/Step 1/ May 7-June 7, 2018/URGF/Req# 15423 |
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| Aguina, Stacey | Track Advisor/DS/2017-2018/Stipend/URGF/Re2# 15531 |
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| Ahern, Molly | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
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| Alvarado, Natalie | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Alvarez, Kim | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15413 |
| Attanasio, Allison | Short-Term Instructional Assistant I/HV/4.5 hrs/per/day/Step 3/ June 11-15, 2018/Sup Grant/Req# 15518 |
| Bartlett, Jamela | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 154112 |
| Beatty, Shelley | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Beauregard, Katherine | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 12-29, 2018/SDC/Req# 15412 |
| Bosque, Francis | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Boyle, Kristin | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Brandon, Karen | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15412 |
| Burgdorf, Jayme | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 3/June 11-29, 2018/SDC/Req# 15413 |
| Carbonel, Theresa | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Casillas, Hailey | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 154113 |
| Castillo, Candelaria | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 15413 |
| Cons, Taylor | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 15412 |
| Cooper, Matthew | Short-Term Clerk I-Tech Assistant/IT/8 hrs/per/day/Step 2/ June 11-August 3, 2018/URGF/Req# 15497 |

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| Corona, Albania | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15413 |
| Corona, Iris | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Cousin, Linda | Short-Term Clerk I-ESY/ESF/7 hrs/per/day/Step 6/June 28-29, 2018/ SDC/Req# 15409 |
| Cox, Karin | Short-Term Playground Supervisor/CW/.83 hrs/per/day/Step 1/ May 7-June 7, 2018/URGF/Req# 15422 |
| Crawford, Michelle | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 15412 |
| Crowley, Melissa | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15412 |
| Cuillerier, Michele | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 8/June 11-29, 2018/SDC/Req# 15411 |
| Delgado, Jackie | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 3/June 11-29, 2018/SDC/Req# 15412 |
| Densing, Calista | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15416 |
| Densing, Taylor | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15412 |
| Dickerson, Linda | Extra-Duty Instructional Assistant I/EZ/2 hrs/per/day/Step 2/ June 1-7, 2018/Title I/Req# 15538 |
| Donnelly, Conor | Extra-Duty Instructional Assistant II/JW/Not to Exceed 8 hrs/Step 1/ June 7, 2018/JW-URGF/Req# 15476 |
| Flowers, Marcus | Short-Term Playground Supervisor/CW/.33 hrs/per/day/Step 1/ May 7-June 7, 2018/URGF/Req# 15423 |
| Foster, Karen | Short-Term Playground Supervisor/CW/.75 hrs/per/day/Step 1/ May 7-June 7, 2018/URGF/Req# 15422 |
| Fitzgerald, Mary | Short-Term Instructional Assistant II/SD/3.5 hrs/per/day/Step 1/ April 11, 2018/SDC/Req# 15339 |

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| Friend, Stacey | Short-Term Instructional Assistant III-ESY/ESF/5.95 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15414 |
| Goldovsky, Elizabeth | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15412 |
| Gracia, Claudia | Short-Term Instructional Assistant II-ESY/ESF/3.25hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Gutierrez, Shaun | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Hearn, Taknessia | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15412 |
| Harvey, Laura | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15412 |
| Haymond, Rajeev | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 3/June 11-29, 2018/SDC/Req# 15412 |
| Hernandez, Patricia | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15412 |
| Hill-Santander, Adrianna | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Holmes, Sherry | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 5/June 11-29, 2018/SDC/Req# 15413 |
| Howington, Edith | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15413 |
| Iorns, Madelyn | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15412 |
| Irwin, Ann | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| James, Amanda | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15413 |
| Javier, Cindie | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |

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| Jones, Deborah | Short-Term Instructional Assistant II/DS/3.25 hrs/per/day/Step 8/ September 25, 2017-March 2, 2018/SDC/Req# 15355 |
| Jordan, Rosio | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Juarez, Nury | Clerk I- Out of Class/DS/2 hrs/per/day/May 4, 2018/URGF/Req# 15405 |
| Kellogg, Megan | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Kritzer, Joy | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15416 |
| Leathers, Brenda | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 15411 |
| Lee, Jackeline | Short-Term Child Nutrition Assistant I/CW/1.25 hrs/per/day/Step 1/ June 11-15, 2018/Sup Grant/Req# 15450 |
| Lira, Oscar | Short-Term Clerk I-Tech Assistant/IT/8 hrs/per/day/Step 2/ June 11-August 3, 2018/URGF/Req# 15497 |
| Lomeli, Amy | Short-Term Instructional Assistant III-ESY/ESF/5.95 hrs/per/day/ Step 8/June 11-29, 2018/SDC/Req# 15414 |
| Maguellal, Anita | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Mauk, Tayler | Short-Term Clerk I-Tech Assistant/IT/8 hrs/per/day/Step 1/ June 11-August 3, 2018/URGF/Req# 15498 |
| Means, Emily | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 3/June 11-29, 2018/SDC/Req# 15411 |
| Means, Kaylie | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15412 |
| Myers, Andrea | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15413 |
| Navarro, Cynthia | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 5/June 11-29, 2018/SDC/Req# 15412 |
| Neria, Kristie | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15411 |

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| Nitchy, Jill | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15411 |
| Nono, Mirna | Short-Term Instructional Assistant II/HV/2.92 hrs/per/day/ Step 4/ May 17, 2018/SDC/Req# 15464 |
| Nyann, Bonwah | Short-Term Clerk I-Tech Assistant/IT/8 hrs/per/day/Step 2/ June 11-August 3, 2018/URGF/Req# 15500 |
| Page, Darren | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 8/June 11-29, 2018/SDC/Req# 15411 |
| Paguyo, Miriam | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15413 |
| Parker-Moreno, William | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Pearce, Shelly | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15411 |
| Peck, Toni | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 15412 |
| Penuela, Stephanie | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15413 |
| Petracca, Suzan | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Piercy, Anna | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 5/June 11-29, 2018/SDC/Req# 15411 |
| Pimentel, Amanda | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 4/June 11-29, 2018/SDC/Req# 15411 |
| Price, Adam | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15413 |
| Quicksell, Shannel | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15416 |
| Ralph, Andrea | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |

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| Samuelson, Joanna | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Serena, Florence | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15416 |
| Sessoms, Christine | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15412 |
| Sinayoro, Fanta | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15416 |
| Stiglich-Ronge, Janet | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Stone, Valerie | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 6/June 11-29, 2018/SDC/Req# 15412 |
| Tani, Malinda | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 3/June 11-29, 2018/SDC/Req# 15413 |
| Thomas, Karou | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Thompson, Heidi | Short-Term Secretary-ESY/ESF/7 hrs/per/day/7 hrs/per/day/Step 7/ June 11-27, 2018/SDC/Req# 15409 |
| Torres, Karen | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15412 |
| Tovar, Viviana | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 5/June 11-29, 2018/SDC/Req# 15413 |
| Trax, Melissa | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Trzyna, Kimberly | Clerk I-Out of Class/VV/8 hrs/per/day/Step 1/May 21-25, 2018/ URGF/Req# 15510 |
| Valencia, Nataly | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Vallier, April | Short-Term Instructional Assistant III-ESY/ESF/5.95 hrs/per/day/ Step 8/June 11-29, 2018/SDC/Req# 15414 |

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|--------------------------------|---|
| Vazquez, Kandice | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Victoria, Julia | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15411 |
| Villalobos, Amanda | Short-Term Technician I-LVN-ESY/ESF/5.95 hrs/per/day/Step 1/ June 11-29, 2018/SDC/Req# 15410 |
| Wagner, Randee | Short-Term Instructional Assistant II-ESY/ESF/5.95 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15411 |
| Weber, Jessica | Extra-Duty Instructional Assistant I/EZ/2 hrs/per/day/Step 1/ June 1-7, 2018/Title I/Req# 15538 |
| Wesolowsky, Shannon | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 2/June 11-29, 2018/SDC/Req# 15416 |
| White, Erin | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15413 |
| Whittington, Cynthia | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 8/June 11-29, 2018/SDC/Req# 15412 |
| Winslow, Lavon | Extra-Duty Clerk IV-Library/ESF/Not to Exceed 5 hrs/Step 4/ May 14, 2018/URGF/Req# 15468 |
| Wolanski, Lillian | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 7/June 11-29, 2018/SDC/Req# 15411 |
| Wood, Andrea | Short-Term Instructional Assistant II-ESY/ESF/3.25 hrs/per/day/ Step 1/June 11-29, 2018/SDC/Req# 15412 |
| <u>Change</u> Kalmes-Smith, | <u>Position/Location/Effective Date/Salary/Funding/Req. #</u> Worker I-Maintenance (8hrs/per/day) to <u>Worker II-Maintenance (8 hrs/per/day)/</u> MO/Step 6/June 1, 2018/URGF/Req# 15044 |
| Meza, Maria | Clerk II (6 hrs/per/day) to <u>Department Clerk II-HR (8 hrs/per/day)/HR/</u> Step 7/June 25, 2018/URGF/Req# 15280 |
| - | |
| <u>Leaves</u> | <u>Position/Location/Effective Date/</u> |

| <u>Separation</u> | <u>Position/Location/Effective Date/</u> |
|-----------------------|--|
| Aguiar, Christine | Instructional Assistant II/HV/June 7, 2018/Probationary Release |
| Ali, Omar | Instructional Assistant II/GA/June 8, 2018/Resignation |
| Barron, Rachael | Playground Supervisor/VV/June 7, 2018/Resignation |
| Brown, Janet | Instructional Assistant II-RSP/HV/June 7, 2018/Retirement |
| Conover, Katie | Instructional Assistant II-RSP/QH/VV/June 1, 2018/Resignation |
| Covely, Luzviminda | Child Nutrition Assistant I/CN/June 12, 2018/Resignation |
| Davis, Tonya | Child Nutrition Assistant I/CN/June 1, 2018/Resignation |
| Dixon, Jasmine | Instructional Assistant II/SD/June 7, 2018/Resignation |
| Estrada, Pablo | Instructional Assistant II/QH/June 7, 2018/Resignation |
| Faulk, Jay | Instructional Assistant II/QH/June 7, 2018/Resignation |
| Fawcett, Monica | Instructional Assistant II/AH/June 7, 2018/Resignation |
| Guillen, Edwin | Instructional Assistant II/RV/June 8, 2018/Resignation |
| Hall, Jocelyn | Instructional Assistant I-PE/SD/June 7, 2018/Resignation |
| Jaime, Cynthia | Instructional Assistant II-Bilingual/EZ/June 7, 2018/Resignation |
| Johnson, Trisha | Instructional Assistant II/GA/May 31, 2018/Resignation |
| Kemble, Fawn | Clerk IV-Library/ESF/June 7, 2018/Resignation |
| Lienhard, Shirley | Clerk II/EZ/June 14, 2018/Retirement |
| Maish, Carmen | Instructional Assistant I/RV/June 6, 2018/Retirement |
| Meadows, Samantha | Child Nutrition Assistant I/CN/June 8, 2018/Resignation |
| Olivas, Diana | Instructional Assistant II/SD/June 7, 2018/Resignation |
| Rendon, Christine | Instructional Assistant II/LV/June 7, 2018/Resignation |
| Wilson, Alana | Instructional Assistant II/HB/June 7, 2018/Resignation |
| Wood, Laura | Child Nutrition Assistant I/CN/June 7, 2018/Probationary Release |

Zeller, Rebecca

Instructional Assistant II/QH/June 7, 2018/Resignation

DEPUTY SUPERINTENDENT RECOMMENDATION:

Approval

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Jeri Holmes, Purchasing

SUBJECT: Purchase Orders

PLACE HOLDER

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Jeri Holmes, Purchasing
SUBJECT: Consultant/Contract Schedule

PLACE HOLDER

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Jeri Holmes, Purchasing
SUBJECT: Conference/Workshop Schedule

PLACE HOLDER

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Regina L. Rossall, Superintendent

SUBJECT: Contract Amendments for the Superintendent, Deputy Superintendent, Assistant Superintendent Educational Services, and Assistant Superintendent Administrative Services

PLACE HOLDER

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Regina L. Rossall, Superintendent
SUBJECT: 2018-19 Board Goals and Expectations

BACKGROUND:

Annually the Board reviews goals set the previous year to determine what has been accomplished and what is still being addressed. These goals form the framework for the work to be accomplished in the District over the next several years.

PROGRAM/EDUCATIONAL IMPLICATION:

The Board's goals drive educational programs and the work throughout the District and are therefore, powerful indicators of what the community wants accomplished in the schools of the District.

COST ANALYSIS/FUNDING SOURCE:

Some goals do have an associated cost which will be reflected in the annual District budget.

2018-19 Board Goals and Expectations

Will be handed out at the Board Meeting

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Regina L. Rossall, Superintendent
SUBJECT: 2018-2019 Board Agenda Calendar

BACKGROUND:

The Board has requested a calendar that lists the items that happen annually. Attached is a revised calendar for the 2018-2019 school year. This calendar can be updated as need arises.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS/FUNDING SOURCE:

None

2018-19 Board Agenda Calendar

Will be handed out at the Board Meeting

BOARD AGENDA

June 28, 2017

TO: BOARD OF TRUSTEES

PREPARED BY: Marguerite Johnson, Assistant Superintendent, Educational Services

SUBJECT: Consolidated Application Reporting System Spring Data Collection

BACKGROUND:

The Consolidated Application is used by the California Department of Education to distribute funds from various Federal programs to county offices, school districts, and charter schools throughout California. Every local educational agency (LEA) certifies the Spring Release data collections to document participation in Federal programs and provide assurances that the LEA will comply with the legal requirements of each program. The Winter Release of the application, certified in February of the following year, contains the LEA's entitlements for each funded program. Out of each Federal program entitlement, LEAs allocate funds for indirect costs of administration for programs operated by the LEA and for programs operated at schools. The application is submitted online through a web-based Consolidated Application Reporting System (CARS). This Spring data collection for the 2017-2018 application must be submitted by June 30, 2018, to indicate the Westside Union School District requests participation in Federal programs including: Title I Part A, Basic Grant, Title II, Part A (Supporting Effective Instruction), Title III, Part A (English Learners) and Title IV (Student Support and Academic Enrichment). Federal guidelines also allow local non-profit private schools to participate with the public school district in Federal programs. Those participating private schools are identified in this spring data reporting.

Federal Program Descriptions

Title I, Part A: Basic Grant

A federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments.

Title II, Part A: Supporting Effective Instruction

A federal program that provides resources to implement activities to support teachers, paraprofessionals, principals and other educators. Funds can be used to provide professional development, professional growth, and leadership opportunities for teachers, paraprofessionals, and site administrators

Title III: English Learners

A federal program to provide supplementary programs and services to English learners. The purpose of the subgrant is to assist EL students to acquire English and achieve grade-level and graduation standards.

Title IV: Student Support and Academic Enrichment

A new federal program under ESSA that focuses on safe and healthy students, and how technology can be integrated into schools to improve teaching and learning in addition to emphasizing access to a well-rounded education that includes a wide variety of disciplines- such as music, the arts, social studies, environmental education, computer science and civics.

School Site Responsibilities

Each school receiving Federal Funds through the consolidated application is required to have a comprehensive school plan known as the Single Plan for Student Achievement (SPSA) describing strategies and activities to improve student achievement and meet district adopted standards. Supplementary services are provided by these programs to support the district's core program. Title I Schoolwide schools must address the ten components described in the Title I law, section 1114. Each school's School Site Council (SSC) is required to provide input, assist in the plan/budget development and recommend to the Board annually for approval the planned program activities and budgets as part of the Single School Plan for Student Achievement. The Assistant Superintendent of Educational Services and Director of Special Program reviews program regulations and guidelines with all administration, site staff, and School Site Councils to insure appropriate planning, implementation and evaluation and to maintain compliance for each program. All site plans are reviewed for compliance along with goals and activities to improve student achievement and parent involvement before being forwarded to the Board for approval.

PROGRAM/EDUCATIONAL IMPLICATION:

With the approval of the CARS Spring 2018 Data Collection, the school site councils can begin to implement the plans necessary for program participation. Since these programs supplement our general education for all students, they provide a funding source for the sites to address the unique needs of their students.

COST ANALYSIS:

There is no specific cost analysis for approval of the CARS Spring 2018 Data Collection. However, if it is not approved, no schools in the district can participate in programs covered by the application.

ASSISTANT SUPERINTENDENT EDUCATIONAL SERVICES RECOMMENDATION:

Approval

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Marguerite Johnson, Assistant Superintendent, Educational Services

SUBJECT: Revised Board Policy/Administrative Regulation- Second and Final Reading

BACKGROUND:

This is the second and final reading of the policy.

PROGRAM/EDUCATIONAL IMPLICATION:

Board Policy 6154 – Homework/Makeup Work- Replace

The policy has been revised to align with the district's transition to standards-based grading.

Administrative Regulation 6154- Homework/Makeup Work- Delete

COST ANALYSIS/FUNDING SOURCE:

There are no costs associated with updating these policies and administrative regulations.

ASSISTANT SUPERINTENDENT EDUCATIONAL SERVICES RECOMMENDATION:

Approval

Westside Union School District

Board Policy - Replace

Homework/Makeup Work

Instruction

BP 6154(a)

The Board of Trustees recognizes that meaningful homework assignments can be a valuable addition to student learning time and assist students in developing good study habits. Homework shall be assigned as necessary in order to meet the needs of the individual student. Homework shall be considered as extensions and enrichment of the regular classroom instructional program. Homework may be designed for students to research and explore essential concepts, share and discuss ideas, review and summarize materials studied, become acquainted with community resources, organize the thoughts and thinking processes of pupils in preparation for classroom activities, and make up incomplete course or subject assignments.

The Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review guidelines for the assignment of homework and the related responsibilities of students, staff, and parents/guardians.

(cf. 6011 - Academic Standards)

As needed, teachers may receive training in designing relevant homework assignments that reinforce classroom learning objectives.

(cf. 4131 - Staff Development)

Although on-time completion of homework is important to maintain academic progress, the Board recognizes that students learn at different rates. Students may receive credit for work that is completed late in order to encourage their continued learning.

Age-appropriate instruction may be given to help students allocate their time wisely, meet their deadlines, and develop good personal study habits.

At the beginning of the school year, teachers shall communicate homework expectations to students and their parents/guardians. Homework guidelines also shall be included in student and/or parent handbooks. These communications shall include the manner in which homework relates to achievement of academic standards and course content, the impact of homework assignments on students' grades, any school resources and programs that are available to provide homework support, and ways in which parents/guardians may appropriately assist their children.

Although it is the student's responsibility to undertake assignments independently, parents/guardians may serve as a resource and are encouraged to ensure that their child's homework assignments are completed. When a student repeatedly struggles to complete his/her homework, communication between the parent and teacher should take place as soon as possible so that appropriate measures can be taken to ensure the success of the student.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

To further support students' homework efforts, the Superintendent or designee may establish and maintain telephone help lines, provide access to school library media centers and technological resources, and/or provide before-school and after-school programs where students can receive homework assistance from teachers, volunteers, and/or student tutors.

(cf. 1240 - Volunteer Assistance)
(cf. 1700 - Relations between Private Industry and the Schools)
(cf. 3541 - Transportation Routes and Services)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6112 - School Day)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6163.1 - Library Media Centers)

Teachers shall review all completed homework to assess the student's understanding of academic content and shall provide timely feedback to the student.

Makeup Work

Students who miss school work shall be given the opportunity to complete all assignments and activities that can be reasonably provided. As determined by the teacher, the assignments and activities shall be reasonably equivalent to, but not necessarily identical to, the assignments and activities missed during the absence. Students will be assessed on academic content missed during the absence within a reasonable period of time.

(cf. 5113 - Absences and Excuses)

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and assessments are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5145.6 - Parental Notifications)

The teacher of any class from which a student is suspended may require the student to complete any assignments and assessments missed during the suspension. (Education Code 48913)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Legal Reference:

EDUCATION CODE

8420-8428 21st Century High School After School Safety and Enrichment for Teens

8482-8484.65 After School Education and Safety Program

8484.7-8484.9 21st Century Community Learning Centers

48205 Absences for personal reasons

48913 Completion of work missed by suspended student

48980 Parental notifications

UNITED STATES CODE, TITLE 20

7171-7176 21st Century Community Learning Centers

Management Resources:

CSBA PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016

WEB SITES

CSBA: <http://www.csba.org>

California State PTA: <http://www.capta.org>

(2/97 2/99) 12/16

Westside Union SD

Administrative Regulation - Delete

Homework/Makeup Work

Instruction

AR 6154(a)

District Homework Plan

Homework is a teacher-planned, learning activity which takes place largely outside of a student's regular school hours. As such, homework should reinforce classroom learning and expand on a student's school experiences.

Homework assignments are to be specific and related to classroom objectives. The amount of homework assigned, its complexity and scope, and even the grading of homework should be related to the needs and abilities of the individual students.

The principal is responsible for the coordination of homework assignments at the school site so that the intent of all regulations for homework is met.

Homework Guidelines

Homework assignments shall reflect all major areas of the class curriculum throughout the academic year and shall be meaningful, high quality tasks.

Homework assignments may include: reinforcement of skills taught in class, extensions of class learning, enrichment activities and special research projects, drill and memorization (e.g., vocabulary words, spelling, math facts, poems), composition writing, review and study for tests, book reports, remedial work or recreational reading.

Homework shall not involve new skills/concepts.

Homework shall not be given for disciplinary measures. However, unfinished class work may be assigned as homework when a student has failed to complete assignments due to poor work habits (not because he/she is a slow worker or learner).

Expected Amounts of Homework

1. General homework will be assigned daily Monday - Thursday as follows:
 - a. Kindergarten-approximately 15 minutes
 - b. Grades 1-3 -approximately 30 minutes

- c. Grades 4-5 - approximately 50 minutes
 - d. Grades 6-8 - approximately 75 minutes per day
 - e. Enrichment/Honors classes such as band, algebra, foreign language, GATE may exceed the above mentioned limits. Students and their parents/guardians should be made aware of this expectation prior to enrolling in this class.
2. Long term homework such as book reports, projects or class reports may continue over several weeks. When assigned, time frames should be set which do not require that the homework be solely completed over a vacation period.

Teacher Guidelines

In assigning homework, teachers shall:

- 1. Inform students and parents/guardians of the classroom homework policy, including positive and negative consequences.
- 2. Present, explain and clarify the homework assignment with students at the time assignments are made.
- 3. Use positive incentives to encourage task completion.
- 4. Check, evaluate and return written assignments to students in a timely manner.
- 5. Notify parents/guardians of students who consistently fail to complete assignments or to return classroom materials.
- 6. Give a separate homework grade on the report card reflecting student's consistency and effort in fulfilling homework responsibility.
- 7. Give assignments during the class period, making sure that the materials to be covered and objectives have been fully explained.
- 8. Be sure that completed homework assignments are evaluated and graded promptly and are returned to the student.
- 9. Remember that assignments which call for initiative and imagination help to develop student creative abilities.

Parent/Guardian Guidelines

Homework time should involve positive interaction between the parent/guardian and child.

Parents/guardians are encouraged to:

1. Provide a quiet, comfortable, well-lit place for the child to work.
4. Take an active part in the education of their child by guiding the development of independent learning skills (e.g. monitoring, helping prepare for tests, drilling math facts, reading to or with child).
5. Sign completed homework when appropriate.
6. Talk with teachers if assignments seem to be causing students continued problems.

Student Guidelines

Homework is an opportunity for students to show their capabilities and to further their educational growth. Teachers can provide assignments; parents/guardians can provide good study conditions and encouragement; but it is the student who must do the work.

To do a good job in homework, students should:

1. Listen carefully to all directions and explanations about homework.
2. Ask questions if the assignment is not clear.
3. Keep a good notebook record of all assignments, including due dates and other specific requirements.
4. Have a definite time and place for study, free from interruptions and with appropriate working materials on hand.
5. Budget time wisely and maintain a schedule of study time.
6. Begin assignments promptly and turn in assignments when they are due.
7. Make use of such resources as libraries, dictionaries, maps, general reference materials and the questioning of people who are authorities or who are experienced in various fields.
8. Take the initiative in making up any work that is missed.
9. The student should always use his/her own words in homework assignments.

School-Site Homework Plan

The principal and staff at each school shall develop and regularly review a school-site homework plan which includes guidelines for the assignment of homework and describes the

responsibilities of students, staff and parents/guardians. The plan shall identify all of the following:

1. For each grade level, the amount of time that students shall be expected to spend on homework
2. For each grade level, the extent to which homework assignments shall systematically involve participation by parents/guardians
3. The means by which parents/guardians shall be informed about:
 - a. Homework expectations
 - b. How homework relates to the student's grades
 - c. How best to help their children
4. Techniques that will be taught to help students allocate their time wisely, meet their deadlines and develop good personal study habits
5. The access that students shall have to obtain:
 - a. Resource materials from the library media center
 - b. Assistance and/or tutoring through telephone help lines and/or after-school centers
6. The means by which teachers shall coordinate assignments so that students do not receive an overload of homework one day and very little the next
7. For each grade level, the extent to which homework assignments shall emphasize independent research, reports, special reading and problem-solving activities

Makeup Work

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5145.6 - Parental Notifications)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Regulation WESTSIDE UNION SCHOOL DISTRICT
approved: July 11, 2000 Lancaster, California

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Marguerite Johnson, Assistant Superintendent Educational Services

SUBJECT: Site Plans for Anaverde Hills, IDEA Academy at Cottonwood, Esperanza, Gregg Anderson, Rancho Vista, and Sundown

BACKGROUND:

Throughout the year, our schools look in depth at student achievement. As a result of that focus on student achievement, School Site Councils utilize that information to assist in the development of the school plan or Single Plan for Student Achievement (SPSA), which incorporates student improvement goals with a spending plan. Development of a Single Plan for Student Achievement is required by the Every Student Succeeds Act (ESSA) for all schools that receive Title I funding. School Site Council members have also been working to align each site SPSA's with the district's Local Control and Accountability Plan.

PROGRAM/EDUCATIONAL IMPLICATION:

:

The sites' Single Plans reflect:

- Alignment with the District's areas of instructional focus including:
 - Critical reading and writing in and across all content areas
 - Inquiry grounded in evidence from text and other sources
 - Rigor and real-world application in all content areas
 - Integration of technology by teachers and students through lesson presentations and student products
- Alignment with the district's Local Control and Accountability Plan (LCAP)
- Support for English Learners, foster youth, and academically at-risk students
- Intervention plans for those students at risk of not meeting grade level expectations

COST ANALYSIS:

These plans contain the spending plans for each of the school sites, and will be balanced to the income received.

SUPERINTENDENT'S RECOMMENDATION:

Approval

SEPARATE ATTACHMENT

Site Plans:

Anaverde Hills

IDEA Academy at Cottonwood

Esperanza

Gregg Anderson Academy

Rancho Vista

Sundown

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Marguerite Johnson, Assistant Superintendent Educational Services
Lisa Jehlicka, Director Fiscal Services

SUBJECT: Local Control Funding Formula Budget and Local Control and Accountability Plan

BACKGROUND:

Local Control Funding Formula (LCFF)

The 2013–14 budget package replaced the previous K–12 finance system with the Local Control Funding Formula (LCFF). For school districts and charter schools, the LCFF created base, supplemental, and concentration grants in place of most previously existing K–12 funding streams, including revenue limits and most state categorical programs.

The LCFF legislation eliminated most state categorical funding streams. Categorical funding received in 2012–13 formed the basis for determining an LEA's funding in the phase-in period under the LCFF.

More specifically, the LCFF target amount includes grade-span specific, base, supplemental, and concentration grants, with add-ons for the former Home-to-School Transportation and Targeted Instructional Improvement Block Grant Programs. The actual LCFF entitlement in any given year will be determined by adding the following amounts together: (1) 2012–13 general purpose funds and funding from a list of categorical programs, (2) a transition amount that, after full implementation, will bridge the difference between 2012–13 funding and the LCFF target, and (3) an add-on for economic recovery, if applicable. Except for the Home-to-School Transportation program and Targeted Instructional Improvement Grant, categorical program amounts included in the 2012–13 funding level calculation are no longer separately identifiable funding; they were identified initially only as a means to develop an aggregate funding amount for use in calculations.

Local Control and Accountability Plan (LCAP)

As part of the LCFF, school districts, COEs, and charter schools were required to develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP). The LCAP is required to identify goals and measure progress for student subgroups across eight state priority areas. Districts must include in their LCAP (1) actions, services and expenditures for all students and subgroups and (2) additional actions and services for “unduplicated pupils” including low-income students, English learners, foster youth and redesignated English learners. The superintendent must review the Single Plan for Student Achievement from school sites to ensure the actions in the LCAP are consistent with strategies in school plans submitted pursuant to education code 64001.

The LCAP must be developed in consultation with teachers, principals, administrators, other school personnel, local bargaining units, parents and students. It must be reviewed by two advisory committees, a parent committee including parents of students in the unduplicated pupil group and an English learner advisory committee, composed of a majority of parents of English learners, for districts with 50 or more English learners comprising at least 15% of the total population. The superintendent must respond in writing to comments from these

committees. The superintendent must notify members of the public of the opportunity to submit written comments regarding specific actions and expenditures in the LCAP.

The LCAP and the district budget must be presented at a public hearing prior to the board meeting at which the LCAP and the budget are adopted. The LCAP must be approved by the local school board at the same meeting, but prior to adoption of the district budget.

No later than five days after adoption of the LCAP, the governing board shall file the LCAP with the county superintendent of schools.

COST ANALYSIS:

2017-18 LCFF District Funding Level

For the 2018-19 school year, it is anticipated that Westside Union School District will receive the following funding under the Local Control Funding Formula:

| | |
|---|--------------|
| LCFF Base Funding | \$71,961,167 |
| Supplemental/Concentration Grant Funding | \$ 6,960,262 |
| Total Estimated LCFF district funds for 2018-19 | \$78,921,429 |

ASSISTANT SUPERINTENDENT EDUCATIONAL SERVICES RECOMMENDATION:

Approval

Local Control Accountability Program

Will be handed out at the Board Meeting

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Chris Soliz, Director Information Technology

SUBJECT: Approval of California Student Data Privacy Agreement (CSDPA)

BACKGROUND:

The California Student Privacy Alliance (CSPA) was created to help California school districts be compliant with student data privacy laws including federal statutes like Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA) and Protection of Pupil Rights Amendment (PPRA), as well as state laws including AB 1584 found in Ed Code Section 49073.1 and SB 1177 or Student Online Personal Information Protection Act (SOPIPA). The CSPA is a searchable registry of digital resources that tracks contract status and creates transparency with all stakeholders around student data privacy compliance. They have developed the CA Student Data Privacy Agreement (CSDPA) in collaboration with legal counsel – it is the *de facto* K-12 privacy agreement for California. If the vendor signs the agreement with Exhibit E, it becomes piggybackable by any California school district that adopts this agreement.

PROGRAM/EDUCATIONAL IMPLICATION

Adopting the CSDPA will enable the District to piggyback on any other California school district's agreement where the provider has signed the Exhibit E.

COST ANALYSIS/FUNDING SOURCE

No cost.

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION

Approval

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Shawn Cabey, Assistant Superintendent Administrative Services

SUBJECT: Revised Board Policies and Administrative Regulations – Second and Final Reading

BACKGROUND:

Administrative Regulation 3230 – Federal Grant Funds - Revised

[AR revised. To align with applicable statutes (CSBA)]

Regulation updated to clarify that any federal formula or discretionary grant funds awarded to the district, including a federally funded child nutrition program according to NEW LAW (SB 544), must comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulation also reflects NEW FEDERAL REGULATION (82 Fed. Reg. 22609) which delays, until July 1, 2018, the date by which districts must comply with the procurement standards in the Uniform Guidance.

Administrative Regulation 3514.2 – Integrated Pest Management - Revised

[AR revised. To align with applicable statutes (CSBA)]

Regulation updated to clarify the applicability of integrated pest management requirements to child care facilities, delete an outdated date by which the annual training requirement became effective, and add requirement for pesticide-specific training. Regulation also reflects NEW STATE REGULATION (Register 2017, No. 45) which prohibits growers from making certain agricultural pesticide applications within one-quarter mile of a school site between 6:00 a.m. and 6:00 p.m. on weekdays and requires such growers to annually notify the principal regarding pesticides it expects to use during the year.

Board Policy and Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund – Revised

[BP/AR revised. To align with applicable statutes (CSBA)]

Policy updated to reflect NEW LAW (SB 250) which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects NEW LAW (SB 730) which requires the California Department of Education (CDE) to provide information about the Buy American provision, NEW LAW (AB 822) which requires a preference for California-grown agricultural products with specified exceptions, and NEW LAW (SB 544) which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price meal program if he/she is eligible. Regulation also adds new section reflecting NEW LAW (SB 557) which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.

Board Policy and Administrative Regulation 3553 – Free and Reduced Price Meals – Revised

[BP/AR revised. To align with applicable statutes (CSBA)]

Policy updated to reflect NEW LAW (SB 138) which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS/FUNDING:

There are no costs associated with updating/adding the Board Policies and Administrative Regulations

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

Westside Union SD

Administrative Regulation- Revised

Federal Grant Funds

Business and Noninstructional Operations

AR 3230(a)

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services.~~

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its

own risk. Time and materials type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Board of Trustees member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a

financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed

quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

Regulation WESTSIDE UNION SCHOOL DISTRICT
approved: November 15, 2016 Quartz Hill, California

Westside Union SD

Administrative Regulation - Revised

Integrated Pest Management

Business and Noninstructional Operations

AR 3514.2(a)

Definition

Integrated Pest Management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Education Code 17609; Food and Agricultural Code 13181) (Education Code 17609; Food and Agricultural Code 13181)

(cf. 3510 - Green School Operations)

School site means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

Procedures

The Superintendent or designee shall designate a staff person to develop, implement, and coordinate an IPM program that incorporates effective, least toxic pest management practices. The IPM coordinator shall prepare and regularly update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan and this administrative regulation shall not apply to reduced risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3-CCR 6147). The IPM coordinator shall not use any pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site. (Education Code 17610.1)

Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an IPM strategy that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and annually update a districtwide or school site IPM plan

based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

The district's program shall include but not necessarily be limited to, the following components:

1. Carefully monitoring and identifying the pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazard that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.

No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and product label directions.

~~registered with the U.S. Environmental Protection Agency (EPA) as well as any disposal requirements indicated on the product label.~~

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.

8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM: ~~as described in the section "Training" below.~~

9. ~~Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.~~

(cf. 4231—Staff Development)

Training

~~The IPM coordinator and any employee or contractor who may be designated to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)~~

(cf. 4231 - Staff Development)

~~Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.~~

~~Beginning July 1, 2016, the IPM coordinator and any employee or contractor who intends to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)~~

Notifications

~~The IPM Coordinator shall annually notify s~~ Staff and parents/guardians of students enrolled at a school site, ~~shall be annually notified,~~ in writing, regarding pesticide products expected to be applied at the school facility site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

2. ~~1.~~ The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it.

1. ~~2.~~ The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184.
3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each pesticide application at the school site.
6. Other information deemed necessary by the IPM Coordinator.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM Coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. ~~The plan shall include the name of the school designee or IPM coordinator, the pesticides applied at the school site by school or district employees and hired pest control applicators, and a date when the plan shall be reviewed and updated as necessary.~~ When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Whenever the IPM Coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

~~Posting of Warning Signs~~

The IPM Coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide, to protect the health and safety of students, staff, or other persons or the school site, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

At the end of each calendar year, the IPM coordinator shall submit to the DPR, on a form provided by the DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. ~~Such records may be maintained~~ A school may meet this requirement by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Pesticide Use near School Site

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school

activities are scheduled.

Legal Reference:

~~BUSINESS AND PROFESSIONS CODE~~

~~8593.2 Licensed pest control operators; training requirements~~

EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17614 Healthy Schools Act of 2000

48980 Notice at beginning of term

48980.3 Notification of pesticides

BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

6250-6270 California Public Records Act

CODE OF REGULATIONS, TITLE 3

6147 Pesticides exempted from registration requirements

6690-6692 Pesticide use near school sites

6724 Training of employees handling pesticides

CODE OF REGULATIONS, TITLE 8

340-340.2 Employer's obligation to provide safety information

UNITED STATES CODE, TITLE 7

136-136y Insecticide, Fungicide and Rodenticide Act

Management Resources:

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONS

California School IPM Model Program Guidebook

Healthy Schools Act Requirements for Public K-12 Schools

School District Integrated Pest Management Plan Template

U.S. ENVIRONMENTAL PROTECTION AGENCY

~~Protecting Children in Schools from Pests and Pesticides, 2002~~

~~Pest Control in the School Environment: Adopting Integrated Pest Management, 1993~~

~~Implementing Integrated Pest Management (IPM), May 2017~~

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Department of Pesticide Regulation, School IPM: <http://www.cdpr.ca.gov/schoolipm>

U.S. Environmental Protection Agency, Integrated Pest Management at Schools:

<http://www.epa.gov/pesticides/ipm>

<http://www.epa.gov/managing-pests-schools>

Regulation WESTSIDE UNION SCHOOL DISTRICT

approved: August 4, 2015 Quartz Hill, California

Westside Union SD

Board Policy - Revised

Food Service Operations/Cafeteria Fund

Business and Noninstructional Operations

BP 3551(a)

The Board of Trustees intends that, ~~insofar as possible,~~ school food services shall be a self-supporting, nonprofit program. To ensure program quality and to increase cost effectiveness the Superintendent or designee, shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food services personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

~~In addition, M-meals~~ may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, ~~and shall clearly communicate these~~

~~procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance; and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.—~~ The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3553 - Free and Reduced Price Meals)

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries and benefits of food service employees shall be paid from the cafeteria fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service management services or ~~food service~~ consulting services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-495624.5 Meals for needy students
49580-49581 Food recovery program

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD

Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent

Meal Payments, and Excess Student Account Balances, NSD Management Bulletin,

SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast

Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management

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Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

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2012

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Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, ~~NSD~~
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~~Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010~~

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FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016,
September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools,
September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch
Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014,
January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy WESTSIDE UNION SCHOOL DISTRICT

adopted: June 26, 2014 Quartz Hill, California

revised: October 17, 2017

Westside Union SD

Administrative Regulation - Revised

Food Service Operations/Cafeteria Fund

Business and Noninstructional Operations

AR 3551(a)

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

Unpaid and Delinquent Meal Charges

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this

notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

~~Students and their parents/guardians shall be notified whenever their account has a negative balance. Whenever a student's account has an unpaid balance of \$25 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

~~In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.~~

The Superintendent or designee may enter into a repayment agreement plan with a student's parents/guardians for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

~~In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.~~

(cf. 1340—Access to District Records)

(cf. 3580—District Records)

~~Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.~~

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091.5)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 210.14)

U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service

company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

Regulation WESTSIDE UNION SCHOOL DISTRICT
approved: June 26, 2014 Quartz Hill, California
revised: October 17, 2017

Westside Union SD

Board Policy - Revised

Free And Reduced Price Meals

Business and Noninstructional Operations

BP 3553(a)

The Board of Trustees recognizes that adequate nutrition is essential to development, health and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program. The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer Learning Programs)

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meal program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

The Board shall approve a plan that ensures that students eligible to receive free or reduced price meals and milk are not treated differently from other students. Upon approval of the Board, this plan shall be submitted to the California Department of Education for approval. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 - Student Records)

The Board authorizes designated employees to use individual records pertaining to student eligibility for any free and reduced price meal program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data
(cf. 6162.51 - State Academic Achievement Tests)

2. ~~Identification of students eligible for alternative supports in any school identified as a Title I program improvement school~~—Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

1

(cf. 6171 - Title I Programs)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the

local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term
 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49494 School breakfast and lunch programs
 49500-49505 School meals
 49510-49520 Nutrition
 49530-49536 Child Nutrition Act of 1974
 49547-49548.3 Comprehensive nutrition service
 49550-49562.5 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
 15530-15535 Nutrition education
 15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act
 6301-6514.76 Title I programs Elementary and Secondary Education Act

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program
 1771-1791 Child nutrition, especially:
 1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program
 220.10-220.21 National School Breakfast Program
 245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

~~WELFARE AND INSTITUTIONS CODE~~

~~14005.41 Basic health care~~

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

~~CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS-
PUBLICATIONS~~

~~Direct Certification Implementation Checklist~~
~~Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018~~
~~U.S.~~

~~NSD SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015~~

~~USDA SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Feed More Kids, Improve Program Participation~~

~~Direct Certification Implementation Checklist, May 2008~~

~~U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS~~

~~Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015~~

~~U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)~~

~~Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002~~

~~WEB SITES~~

~~CSBA: <http://www.csba.org>~~

~~California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>~~

~~California Food Policy Advocates: <http://cfpa.net>~~

~~California Healthy Kids Resource Center: <http://www.californiahealthykids.org>~~

~~California Project LEAN (Leaders Encouraging Activity and Nutrition):~~

~~<http://www.californiaprojectlean.org>~~

~~U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>~~

Policy WESTSIDE UNION SCHOOL DISTRICT

adopted: June 27, 2013 Quartz Hill, California

revised: November 1, 2016

Westside Union SD

Administrative Regulation - Revised

Free And Reduced Price Meals

Business and Noninstructional Operations

AR 3553(a)

Nondiscrimination Plan

The district's plan for students receiving free or reduced price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)

Applications

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. In addition, the district's application packet shall include the notifications and information listed in Education Code 49557.2.

An application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year, and shall be available to students, at all times during the school day, only when requested. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

In addition, the district application form for free and reduced price meals shall be available

online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

The application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. When authorized by law, participants in other federal or state programs may be directly certified without further application, for enrollment in the free and reduced-price meals program. (Education Code 49561; 49562; 42 USC 1758; 7 CFR 245.6)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits

2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below

3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employees to use individual records pertaining to student participation in the free and reduced price meals program for the purpose of disaggregation of academic achievement data and/or for the identification of students who are eligible for alternative supports in a Title I program improvement school provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

(title or position)

Assistant Superintendent Educational Services
Principal, Anaverde Hills
Principal, Cottonwood
Principal, Del Sur
Principal, Esperanza
Principal, Gregg Anderson
Principal, Hillview
Principal, Joe Walker
Principal, Leona Valley
Principal, Quartz Hill
Principal, Rancho Vista
Principal, Sundown

Principal, Valley View
Principal, Westside Academy

In using the records for such purposes, the Superintendent or designee shall ensure that:
(Education Code 49558)

1. No individual indicators of participation in the free and reduced price meals program shall be maintained in the permanent records of any students if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced price meals program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall be met.

4. Information collected regarding individual students certified to participate in the free and reduced-price meals program shall be ~~is~~ destroyed when no longer needed for its intended purpose.

Prices

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

Regulation WESTSIDE UNION SCHOOL DISTRICT
approved: June 27, 2013 Quartz Hill, California
revised: June 28, 2016
revised: November 1, 2016

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Shawn Cabey, Assistant Superintendent Administrative Services

SUBJECT: New Board Policy Administrative Regulation - First Reading

BACKGROUND:

Board Policy and Administrative Regulation 1113 – District and School Web Sites – New
[BP/AR New. To align with applicable statutes (CSBA)]

Policy to (1) clarify the district's responsibility to make district and school web sites accessible to individuals with disabilities; (2) reflect laws prohibiting web site operators from using web site information to amass a profile about a student, engage in targeted advertising to students, or sell or disclose a student's information, including NEW LAW (AB 2799, 2016) which prohibits such activities for web sites used primarily for preschool and prekindergarten purposes; and (3) clarify options related to posting student photographs on district and school web sites together with their names. Regulation to (1) add section on "Design Standards," including standards for web site accessibility to individuals with disabilities; (2) reflect NEW LAW (AB 2257, 2016) which requires posting a prominent, direct link to the current board meeting agenda or to an integrated agenda management platform, effective January 1, 2019; and (3) clarify requirements related to posting copyrighted material.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS/FUNDING:

There are no costs associated with adding the Board Policy and Administrative Regulation

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

Westside Union SD

Board Policy - New

District And School Web Sites

Community Relations

BP 1113(a)

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school web sites. The use of district and school web sites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

(cf. 0000 - Vision)

(cf. 0440 - District Technology Plan)

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6020 - Parent Involvement)

Design Standards

The Superintendent or designee shall establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

The district's design standards shall address the accessibility of district and school web sites to individuals with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Web Site Content

The Superintendent or designee shall develop content guidelines for district and school web sites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school web sites.

(cf. 1325 - Advertising and Promotion)

Privacy Rights

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school web sites.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school web sites.

(cf. 5125.1 - Release of Directory Information)

OPTION 1: The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her name, may be published on district or school web sites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

OPTION 2: Photographs of individual students shall not be published on district or school web sites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district web sites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school web sites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school web sites without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

No public safety official shall be required to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or his/her family. (Government Code 3307.5)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for advertising

35258 Internet access to school accountability report cards

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication
49061 Definitions, directory information
49073 Release of directory information
60048 Commercial brand names, contracts or logos
BUSINESS AND PROFESSIONS CODE
22580-22582 Digital privacy
22584-22585 Student Online Personal Information Protection Act
22586 Preschool and prekindergarten privacy
GOVERNMENT CODE
3307.5 Publishing identity of public safety officers
6254.21 Publishing addresses and telephone numbers of officials
6254.24 Definition of public safety official
11135 Nondiscrimination; accessibility to state web sites
PENAL CODE
14029.5 Prohibition against publishing personal information of person in witness protection program
UNITED STATES CODE, TITLE 17
101-122 Subject matter and scope of copyright
504 Penalties for copyright infringement
UNITED STATES CODE, TITLE 20
1232g Federal Family Educational Rights and Privacy Act
UNITED STATES CODE, TITLE 29
705 Definitions; Vocational Rehabilitation Act
794 Section 503 of the Rehabilitation Act of 1973; accessibility to federal web sites
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 16
312.1-312.12 Children's Online Privacy
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
104.1-104.61 Nondiscrimination on the basis of disability
COURT DECISIONS
City of San Jose v. Superior Court, (2017) 2 Cal.5th 608
Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Management Resources:

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, May 26, 2011
Joint Dear Colleague Letter: Electronic Book Readers, June 2010
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Accessibility of State and Local Government Websites to People with Disabilities, June 2003
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines, December 2008
WEB SITES
CSBA: <http://www.csba.org>

California Department of Education, Web Accessibility Standards:

<http://www.cde.ca.gov/re/di/ws/webaccessstds.asp>

California School Public Relations Association: <http://www.calspra.org>

U.S. Department of Education, Office for Civil Rights:

<http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Americans with Disabilities Act: <http://www.ada.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

(7/07 7/11) 10/17

Westside Union SD

Administrative Regulation - New

District And School Web Sites

Community Relations

AR 1113(a)

Design Standards

The Superintendent or designee shall develop design standards for district and school web sites that include, but are not limited to, guidelines to ensure the clear organization of the material, readability of the font type and size, and simplicity of the navigation structure linking the content on the web site. Such standards shall take into consideration the ease of use on a wide range of devices.

In accordance with the requirements of the Americans with Disabilities Act and Section 504 of the federal Rehabilitation Act of 1973, district and school web sites shall contain features that ensure accessibility for individuals with disabilities, which may include, but are not limited to, captions for videos and multimedia presentations, text alternatives to images, provision of sufficient time to use the content, avoidance of flashing images, adequate contrast in visual presentations, and/or other features that meet applicable standards for web site accessibility. The Superintendent or designee shall regularly review district and school web sites and modify them as needed to ensure legal compliance with accessibility standards.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Web Site Content

As applicable, district and school web sites shall provide current information regarding the district's mission and goals, district/school programs and operations, district/school news, agendas and minutes of Governing Board meetings, School Accountability Report Cards, school calendars, and links to educational resources.

(cf. 0440 - District Technology Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 9322 - Agenda/Meeting Materials)

With approval of the principal, individual teachers may create web sub-pages within the district or school web site to provide information pertaining to class assignments, expectations, and activities.

Student work may be published on district or school web sites provided that both the student and his/her parent/guardian provide written permission or the work is part of an existing publication such as a school newspaper.

Any copyrighted material to be posted on a district or school web site shall be submitted to the Superintendent or designee together with the permission of the copyright owner to reprint the material. Any copyrighted material submitted without the copyright owner's permission shall only be posted on a district or school web site if the Superintendent or designee determines that the material is in the public domain or that the intended use meets the criteria for fair use or another exception pursuant to 17 USC 107-122. When any copyrighted material is posted, the web site shall include a notice crediting the copyright owner and, as necessary, shall note that permission to reprint the material was granted.

(cf. 4132/4232/4332 - Publication or Creation of Materials)
(cf. 6162.6 - Use of Copyrighted Materials)

Whenever a district or school web site includes links to external web sites, it shall include a disclaimer that the district is not responsible for the content of external web sites.

Roles and Responsibilities

Any employee assigned as a district or school webmaster shall be responsible for the uploading of material to the web site(s) upon approval of the Superintendent or designee. He/she shall review district and school web sites to ensure consistency with district standards, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed.

The Superintendent or designee may assign additional staff members to conduct editorial reviews of all materials submitted for publication on district or school web sites and to make corrections as needed in spelling, grammar, or accuracy of content.

The Superintendent or designee shall provide staff development opportunities related to district content guidelines, design standards, and accessibility laws and standards to district communications and technology staff, district and school webmasters, and/or other appropriate staff.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Security

The Superintendent or designee shall establish security procedures for the district's computer network to prevent unauthorized access and changes to district and school web sites. To the extent possible, the host computer(s) shall be in a lockable room with restricted access.

BOARD AGENDA

June 26, 2018

TO: Board of Trustees

PREPARED BY: Shawn Cabey, Assistant Superintendent Administrative Services

SUBJECT: Formation of Community Facilities District 2018-1, Resolutions 18-79 – 18-83

BACKGROUND:

Six items are before the Board for action tonight with regard to the formation of Westside Union School District Community Facilities District No. 2018-1 with Improvement Area Nos. 1 and 2 to mitigate school facility impacts by a residential development proposed by STG Montecito West, LLC.

STG is the owner of approximately 35 undeveloped acres in the City of Lancaster on which it plans to construct approximately 147 single family homes. The development will create a need for additional District facilities. The development will also create a need for certain facilities of County Sanitation District No. 14 and the Antelope Valley Union High School District.

The District and prior owner of the STG property previously entered into a mitigation agreement, dated September 18, 2007, to mitigate the impact of then planned development. Based on that prior agreement, the District formed CFD 2007-1, with improvement areas A, B and C. No bonds have been issued in CFD 2007-1.

Since the formation of CFD No. 2007-1, home prices within the Antelope Valley have decreased making the level of property taxes within CFD No. 2007-1 undesirable to potential homebuyers. As a result, STG (Now the owner of property within CFD No. 2007-1 Improvement Areas A and C) desires to enter into this amended mitigation agreement to restructure the special tax obligation on the STG property. Under the amended agreement, a new CFD will be formed on the STG property, and CFD 2007-1 would be removed as to the STG property. CFD 2007-1 would remain in place as to Improvement Area B.

Prior Actions

At its April 3, 2018 meeting, the Board approved the following items: (1) an Amended Mitigation Agreement; (2) a Resolution of Intent to Form the CFD; (3) a Resolution of Intent to Incur Debt within the CFD; and (4) a Resolution Approving the CFD's Boundaries. Those actions established a date for a required public hearing on the formation of the CFD for the Board's May 15, 2018 meeting. However, based on changes the developer sought to make to the improvement areas within the CFD, the public hearing and related actions were continued to the June 5, 2018 meeting.

June 26 Meeting Items

Tonight's items are required to complete the formation of the CFD.

- 13 - Item 1. Resolution 18-79, Approving Amended Boundary Map: this action is necessary to effect the developer's desire to reconfigure the property within the respective improvement areas.
- Item 2. Public Hearing: a Public Hearing must be held on the proposed formation, including the proposed levy of special taxes and all other matters discussed in the Resolution of Intention adopted at the April 3 meeting.
- 13a - Item 3. Resolution 18-80, of Formation: the Board is to consider adopting the Resolution of Formation to validate prior actions taken at the April 3 meeting and take the necessary actions to form the CFD.
- 13b - Item 4. Resolution 18-81, to Incur Debt: the Board is determining the need to issue debt within the CFD and call an election of the voters within the CFD to approve the levy of a tax to fund the debt. Here, the election will be a special tax election for the developer/landowner to authorize the CFD to issue bonds not to exceed \$10,000,000, aggregate, and \$5,000,000.00 in each improvement area, respectively, to finance the school and other public facilities.
- 13c - Item 5. Resolution 18-82, Canvassing Election Results: The Board must confirm the holding of the election and certify the number of votes cast to form the CFD.
- 13d - Item 6. Resolution 18-83, First Read of Ordinance: The Board must adopt an ordinance authorizing the levy of the special taxes within each improvement area of the CFD. The rate of the special taxes will be set each year based on the formulas set forth in the Amended Rate and Method of Apportionment of Special Taxes. A second and final reading will occur at a subsequent meeting.

PROGRAM/EDUCATIONAL IMPLICATION:

The formation of CFD No. 2018-1 will provide funding above the District's current Level II developer fees, which will assist with the impact on the District's facilities from STG's proposed development.

COST ANALYSIS/FUNDING SOURCE:

Owner has agreed to make deposits to the District to pay all costs associated with the formation of CFD No. 2018-1. These deposits will be repaid to Owner if and when bonds are sold by CFD No. 2018-1. Once CFD No. 2018-1 is formed any ordinary and necessary administrative expenses will be funded with a portion of the special taxes of the CFD.

ASSISTANT SUPERINTENDENT ADMINISTRATION SERVICES RECOMMENDATION:

The Assistant Superintendent recommends the approval of the amended mitigation agreement and adoption of the related resolutions as a necessary step to establish CFD No. 2018-1, as a financing mechanism to mitigate the development's impact to school facilities.

RESOLUTION NO. 18-79

RESOLUTION APPROVING AMENDED BOUNDARY MAP FOR WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, AND IMPROVEMENT AREA NOS. 1 AND 2 THEREIN

WHEREAS, the Board of Trustees ("Board") of the Westside Union School District ("District") has previously adopted its Resolution No. 18-44 stating its intention to form Westside Union School District Community Facilities District No. 2018-1 and designate Improvement Area No. 1 and Improvement Area No. 2 therein; and

WHEREAS, the Board has previously adopted its Resolution No. 18-46 approving a map entitled "BOUNDARY MAP, COMMUNITY FACILITIES DISTRICT NO. 2018-1, WESTSIDE UNION SCHOOL DISTRICT, LOS ANGELES COUNTY, STATE OF CALIFORNIA," setting forth the boundary area of the proposed community facilities district and improvement areas therein (the "Proposed Boundary Map"), which Proposed Boundary Map was then filed with the County Recorder of the County of Los Angeles on April 16, 2018 as Instrument No. 20180363099; and

WHEREAS, following the Board's adoption of Resolution Nos. 18-44 and 18-46, the sole landowner within Improvement Area Nos. 1 and 2 requested that the proposed boundaries of the Improvement Areas be modified to include in Improvement Area No. 1 nine (9) lots that were previously proposed to be included in Improvement Area No. 2, which revised boundaries are reflected in the amended CFD boundary map attached hereto as Exhibit "A" (the "Amended CFD Boundary Map").

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

1. The Board approves the Amended CFD Boundary Map and adopts the boundaries shown on the Amended CFD Boundary Map as describing the extent of the territory included in proposed Westside Union School District Community Facilities District No. 2018-1, with Improvement Area Nos. 1 and 2.
2. The Board finds that the Amended CFD Boundary Map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code.
3. The Board directs the Clerk to certify the adoption of this Resolution on the face of the Amended CFD Boundary Map, and to file a copy of the Amended CFD Boundary Map with the County Recorder of the County of Los Angeles for placement in the Book of Maps of Assessment and Community Facilities Districts no later than 15 days after adoption of the Resolution of Formation of the Community Facilities District.

ADOPTED by the Board of Trustees of the Westside Union School District at a duly called and noticed meeting, of which the public was provided due notice, and at which a quorum of said Board were in attendance, conducted in Quartz Hill, California, on the 26th day of June, 2018 by the following vote.

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

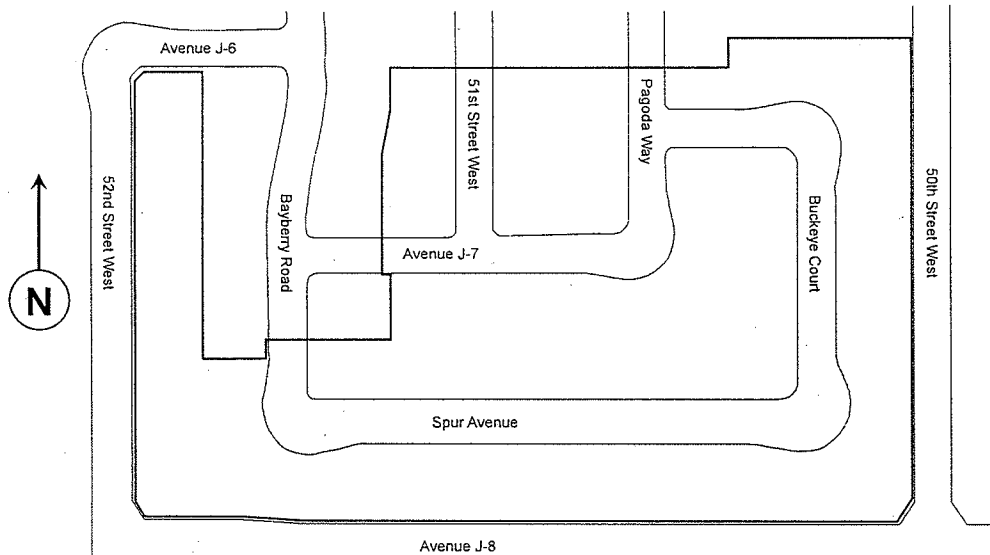
John Curiel
President, Board of Trustees
Westside Union School District

ATTEST:


Linda Jones
Clerk, Board of Trustees
Westside Union School District

SHEET 1 OF 3

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2018-1
WESTSIDE UNION SCHOOL DISTRICT
LOS ANGELES COUNTY
STATE OF CALIFORNIA



LEGEND

 Boundaries of Improvement Area 1
of Community Facilities District

Prepared by:
California Financial Services

(1) Filed in the office of the Clerk of the Board of Trustees of the Westside Union School District this ____ day of ____, 20__

____, Clerk of the Board of Trustees
Westside Union School District

(2) I hereby certify that the within map showing the amended boundaries of to the Community Facilities District No. 2018-1 of the Westside Union School District, Los Angeles County, State of California, was approved by the Board of Trustees of the Westside Union School District at the regular meeting thereof, held on this ____ day of ____, 20__ by its Resolution No. ____

____, Clerk of the Board of Trustees
Westside Union School District

(3) THIS MAP HAS BEEN FILED AT THE REQUEST OF WESTSIDE UNION SCHOOL DISTRICT, THIS ____ DAY OF ____, 20__, AT ____ M. IN BOOK ____, AT PAGE (S) ____ OF ASSESSMENT MAPS.

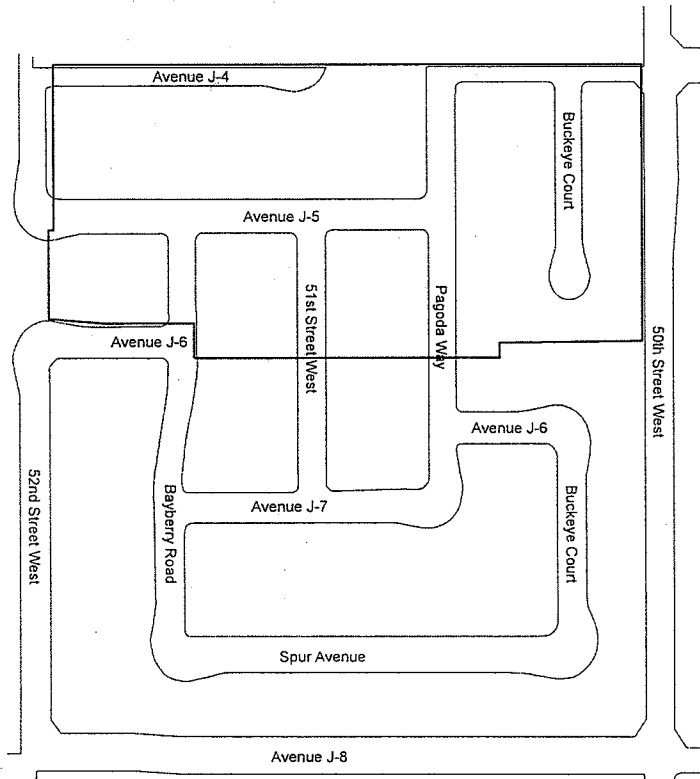
LOS ANGELES COUNTY
REGISTRAR — RECORDER

BY: _____
DEPUTY RECORDER

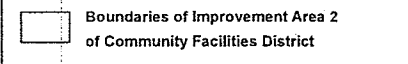
Reference is hereby made to the Assessor maps of the County of Los Angeles for an exact description of the lines and dimensions of each lot and parcel.

SHEET 2 OF 3

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2018-1
WESTSIDE UNION SCHOOL DISTRICT
LOS ANGELES COUNTY
STATE OF CALIFORNIA



LEGEND



Reference is hereby made to the Assessor maps of the County of Los Angeles for an exact description of the lines and dimensions of each lot and parcel.

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2018-1
WESTSIDE UNION SCHOOL DISTRICT
LOS ANGELES COUNTY
STATE OF CALIFORNIA

LEGAL DESCRIPTION OF IMPROVEMENT AREAS
(Assessor's Parcel Numbers)

IMPROVEMENT AREA 1

| | | |
|--------------|--------------|--------------|
| 3203-061-088 | 3203-061-043 | 3203-061-071 |
| 3203-061-003 | 3203-061-044 | 3203-061-072 |
| 3203-061-015 | 3203-061-045 | 3203-061-073 |
| 3203-061-016 | 3203-061-046 | 3203-061-074 |
| 3203-061-017 | 3203-061-047 | 3203-061-089 |
| 3203-061-018 | 3203-061-048 | 3203-061-075 |
| 3203-061-019 | 3203-061-049 | 3203-061-076 |
| 3203-061-020 | 3203-061-050 | 3203-061-077 |
| 3203-061-021 | 3203-061-051 | 3203-061-078 |
| 3203-061-022 | 3203-061-052 | 3203-061-079 |
| 3203-061-023 | 3203-061-053 | 3203-061-080 |
| 3203-061-024 | 3203-061-054 | 3203-061-081 |
| 3203-061-025 | 3203-061-055 | 3203-061-082 |
| 3203-061-026 | 3203-061-056 | 3203-061-083 |
| 3203-061-027 | 3203-061-057 | |
| 3203-061-028 | 3203-061-058 | |
| 3203-061-029 | 3203-061-059 | |
| 3203-061-030 | 3203-061-060 | |
| 3203-061-031 | 3203-061-061 | |
| 3203-061-032 | 3203-061-062 | |
| 3203-061-033 | 3203-061-063 | |
| 3203-061-034 | 3203-061-064 | |
| 3203-061-035 | 3203-061-065 | |
| 3203-061-036 | 3203-061-066 | |
| 3203-061-039 | 3203-061-067 | |
| 3203-061-040 | 3203-061-068 | |
| 3203-061-041 | 3203-061-069 | |
| 3203-061-042 | 3203-061-070 | |

IMPROVEMENT AREA 2

| | | |
|--------------|--------------|--------------|
| 3203-062-001 | 3203-062-029 | 3203-062-057 |
| 3203-062-002 | 3203-062-030 | 3203-062-058 |
| 3203-062-003 | 3203-062-031 | 3203-062-059 |
| 3203-062-004 | 3203-062-032 | 3203-062-060 |
| 3203-062-005 | 3203-062-033 | 3203-062-061 |
| 3203-062-006 | 3203-062-034 | 3203-062-062 |
| 3203-062-007 | 3203-062-035 | 3203-062-063 |
| 3203-062-008 | 3203-062-036 | 3203-062-064 |
| 3203-062-009 | 3203-062-037 | 3203-062-065 |
| 3203-062-010 | 3203-062-038 | 3203-062-066 |
| 3203-062-011 | 3203-062-039 | 3203-062-067 |
| 3203-062-012 | 3203-062-040 | 3203-062-068 |
| 3203-062-013 | 3203-062-041 | 3203-062-069 |
| 3203-062-014 | 3203-062-042 | 3203-062-070 |
| 3203-062-015 | 3203-062-043 | |
| 3203-062-016 | 3203-062-044 | |
| 3203-062-017 | 3203-062-045 | |
| 3203-062-018 | 3203-062-046 | |
| 3203-062-019 | 3203-062-047 | |
| 3203-062-020 | 3203-062-048 | |
| 3203-062-021 | 3203-062-049 | |
| 3203-062-022 | 3203-062-050 | |
| 3203-062-023 | 3203-062-051 | |
| 3203-062-024 | 3203-062-052 | |
| 3203-062-025 | 3203-062-053 | |
| 3203-062-026 | 3203-062-054 | |
| 3203-062-027 | 3203-062-055 | |
| 3203-062-028 | 3203-062-056 | |

RESOLUTION NO. 18-80

RESOLUTION OF FORMATION OF THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT ESTABLISHING WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, WITH IMPROVEMENT AREA NOS. 1 AND 2

WHEREAS, the Board of Trustees ("Board") of the Westside Union School District ("District") has adopted Resolution No. 18-44 ("Resolution of Intention") stating its intention to form Westside Union School District Community Facilities District No. 2018-1 ("CFD") and designate Improvement Area Nos. 1 and 2 therein (each, an "Improvement Area" and, collectively, the "Improvement Areas") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, a copy of the Resolution of Intention incorporating a description and map of the proposed boundaries of the CFD and Improvement Areas, and setting forth the rate and method of apportionment for each Improvement Area (each, a "Special Tax Formula") and manner of collection of the special tax to be levied within each Improvement Area, which will be used to finance District facilities, facilities of the Antelope Valley Union High School District ("AVUHSD"), and facilities of County Sanitation District No. 14 of Los Angeles County ("Sanitation District") with an estimated useful life of five years or longer necessary to meet increased demands placed upon the District, AVUHSD and the Sanitation District (collectively "Facilities") as a result of anticipated development within the proposed CFD, is on file with the Clerk of the Board and incorporated herein by reference; and

WHEREAS, following the adoption of the Resolution of Intention, the sole landowner within the Improvement Areas requested that the proposed boundaries of the Improvement Areas be modified to include in Improvement Area No. 1 nine (9) lots that were previously proposed to be included in Improvement Area No. 2, which revised boundaries are reflected in the amended CFD boundary map, attached hereto as Exhibit A (the "Amended CFD Boundary Map") and which Amended CFD Boundary Map has been approved pursuant to the Board's adoption of Resolution No. 18-____; and

WHEREAS, as a result of the proposed change in the boundaries of the Improvement Areas, the amount of "Minimum Taxable Acreage" stated in the rate and method of apportionment for each Improvement Area had to be revised, which revision is reflected in the Rate and Method of Apportionment of Special Taxes of Improvement Area No. 1 attached hereto as Exhibit B (the "Amended IA No. 1 Rate and Method") and the Rate and Method of Apportionment of Special Taxes of Improvement Area No. 2 attached hereto as Exhibit C (the "Amended IA No. 2 Rate and Method"); and

WHEREAS, the property to be included in the CFD is currently within the boundaries of Improvement Areas A and C of Community Facilities District No. 2007-1 of the Westside Union School District (the "Prior CFD"), and it is the intention of the Board that, upon the completion of the formation of the CFD and Improvement Area Nos. 1 and 2 therein, such property shall be removed from the Prior CFD and any and all obligation to pay the special tax within the Prior CFD shall be released and the lien created by the Prior CFD shall be extinguished; and

WHEREAS, in accordance with the Act, the Board held a public hearing on June 5, 2018 on the formation of the CFD and the Improvement Areas, the levy of special taxes within the Improvement Areas in accordance with Amended IA No. 1 Rate and Method and the Amended IA No. 2 Rate and Method and the incurring bonded indebtedness with respect to the CFD and the Improvement Areas; and

WHEREAS, prior to the hearing, a report prepared by Key Analytics ("CFD Report") was filed with the Board, containing the Amended CFD Boundary Map, a description of the Facilities, and description of the special taxes of each Improvement Area pursuant to the Amended IA No. 1 Rate and Method and the Amended IA No. 2 Rate and Method, and an estimate of the costs of the Facilities and incidental expenses to be financed by the CFD; and

WHEREAS, the CFD Report has been reviewed by the Board and is incorporated herein and made a part of the record of the public hearing; and

WHEREAS, at the hearing, all persons desiring to be heard on matters pertaining to the CFD formation were heard and a full and fair hearing was held.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Pursuant to Government Code section 53325.1(b), the Board finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.

2. Written protests against the establishment of the CFD and the Improvement Areas, or against the Facilities or the levying of a special tax within each Improvement Area, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within either Improvement Area.

3. A community facilities district to be designated "Westside Union School District Community Facilities District No. 2018-1", and Improvement Area Nos. 1 and 2 therein, is hereby established.

4. The description and map of the boundaries of the CFD and each Improvement Area on file in the Clerk's office and as described in the Amended CFD Boundary Map attached hereto as Exhibit A and incorporated herein by reference, shall be the boundaries of the CFD and each Improvement Area.

5. The Facilities proposed to be financed by the CFD include but are not limited to the financing, acquisition, renovation, modernization and/or construction of public schools and Sanitation District facilities with an estimated useful life of five (5) years or more which the CFD or a public agency is authorized by law to contribute revenue to or to construct, own or operate, and which are necessary to meet present or increased demand upon the District, AVUHSD, and the Sanitation District as a result of development or rehabilitation occurring

within the boundaries of the proposed CFD, including all permissible related incidental expenses. Such Facilities need not be physically located within the CFD.

6. Except where funds are otherwise available, it is the intention of the Board to levy annually a special tax ("Special Tax") within each Improvement Area pursuant to the Amended IA No. 1 Rate and Method and Amended IA No. 2 Rate and Method, respectively, that is sufficient to pay for the costs of financing the acquisition and/or construction of the Facilities, including the principal of and interest on the bonds proposed to be issued to finance the Facilities and other periodic costs, lease payments, installment purchase payments or other payments, the establishment and replenishment of reserve funds, the remarketing, credit enhancement and liquidity fees, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, discount fees, interest on bonds due and payable prior to the expiration of one year from the date of completion of facilities (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issue. The Special Tax of each Improvement Area will be secured by recordation of a continuing lien against all non-exempt real property in the Improvement Area. In the first year in which such a Special Tax is levied, the levy shall include a sum sufficient to repay to the District all amounts, if any, transferred to the CFD pursuant to Section 53314 of the Act and interest thereon. The schedule of the rate and method of apportionment and manner of collection of the Special Tax in Improvement Area No. 1 and Improvement Area No. 2, respectively, are described in detail in Exhibit B and Exhibit C, respectively, attached hereto.

The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act. In the event that a portion of the property within an Improvement Area shall become for any reason exempt, wholly or partially, from the levy of the Special Tax, the Board shall, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the Improvement Area which is not delinquent or exempt in order to yield the required payments, subject to the maximum Special Tax. Under no circumstances, however, shall the Special Tax levied in any fiscal year against any parcel used for private residential purposes in any fiscal year be increased as a consequence of delinquency or default by the owners of any other parcels or parcels within the Improvement Area by more than 10 percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. Furthermore, the maximum Special Tax authorized to be levied against any parcel used for private residential purposes shall not be increased over time in excess of 2 percent (2.0%) per year.

7. Upon recordation of a Notice of Special Tax Lien pursuant to Streets and Highways Code section 3114.5, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in each Improvement Area, and this lien shall continue in force and effect until the Special Tax obligation is prepaid or otherwise permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD within the Improvement Area ceases.

8. Pursuant to Government Code section 50075.1, the Board hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Tax in each Improvement Area:

- A. Such Special Tax shall be levied for the specific purposes set forth herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth herein.
- C. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The Superintendent, or designee, acting for and on behalf of the CFD, shall annually file a report with the Board as required by Government Code section 50075.3.

9. The Superintendent or his/her designee is designated to be responsible for preparing or causing to be prepared annually a current roll of the Special Tax levy obligations by assessor's parcel number and for estimating future Special Tax levies pursuant to Government Code section 53340.1.

10. The voting procedure with respect to the imposition of the Special Tax within each Improvement Area, incurring bonded indebtedness for the CFD and each Improvement Area and establishing an appropriations limit of the CFD shall be by a mailed-ballot election, which may, in the alternative, be provided electronically, by overnight delivery service or delivered by hand.

11. The District may accept advances of funds from any source, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any costs incurred by the District in creating the CFD. The District may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay from proceeds of the levy of the Special Tax all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of the CFD.

12. The Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections within each Improvement Area on incurring bonded indebtedness, levying the Special Tax, and establishing the appropriations limit.

PASSED AND ADOPTED by the Board of Trustees of the Westside Union School District on the 26th day June, 2018, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

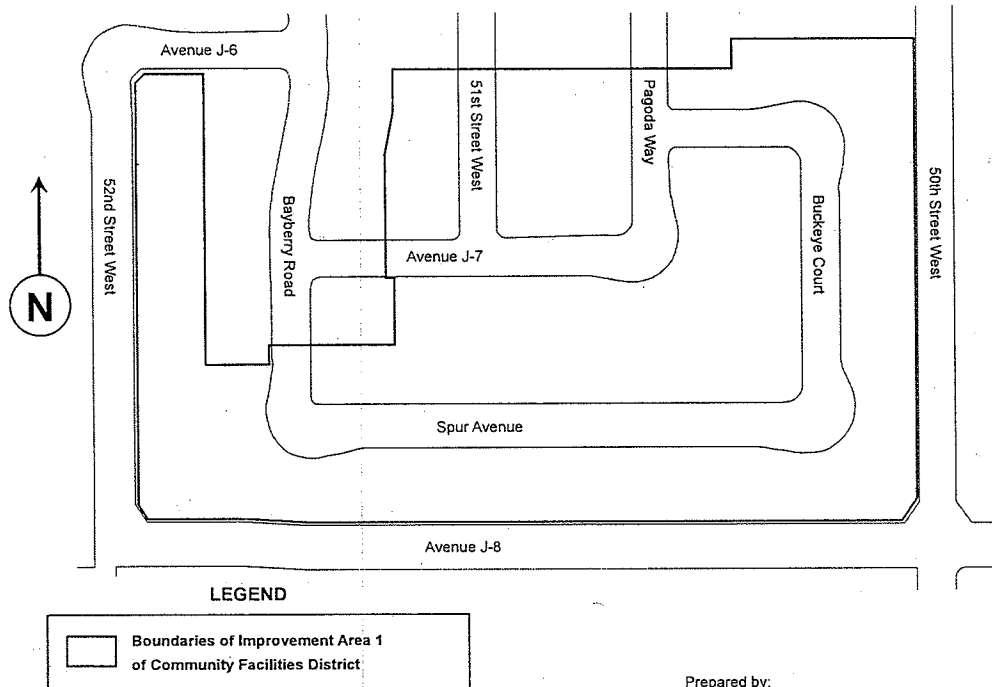
John Curiel
President, Board of Trustees
Westside Union School District

ATTEST:

Linda Jones
Clerk, Board of Trustees
Westside Union School District

SHEET 1 OF 3

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2018-1
WESTSIDE UNION SCHOOL DISTRICT
LOS ANGELES COUNTY
STATE OF CALIFORNIA



(1) Filed in the office of the Clerk of the Board of Trustees of the Westside Union School District this ____ day of _____, 20__

_____, Clerk of the Board of Trustees
Westside Union School District

(2) I hereby certify that the within map showing the amended boundaries of to the Community Facilities District No. 2018-1 of the Westside Union School District, Los Angeles County, State of California, was approved by the Board of Trustees of the Westside Union School District at the regular meeting thereof, held on this ____ day of _____, 20__ by its Resolution No. _____

_____, Clerk of the Board of Trustees
Westside Union School District

(3) THIS MAP HAS BEEN FILED AT THE REQUEST OF WESTSIDE UNION SCHOOL DISTRICT, THIS ____ DAY OF _____, 20__ AT ____ M. IN BOOK _____, AT PAGE (S) _____ OF ASSESSMENT MAPS.

LOS ANGELES COUNTY
REGISTRAR — RECORDER

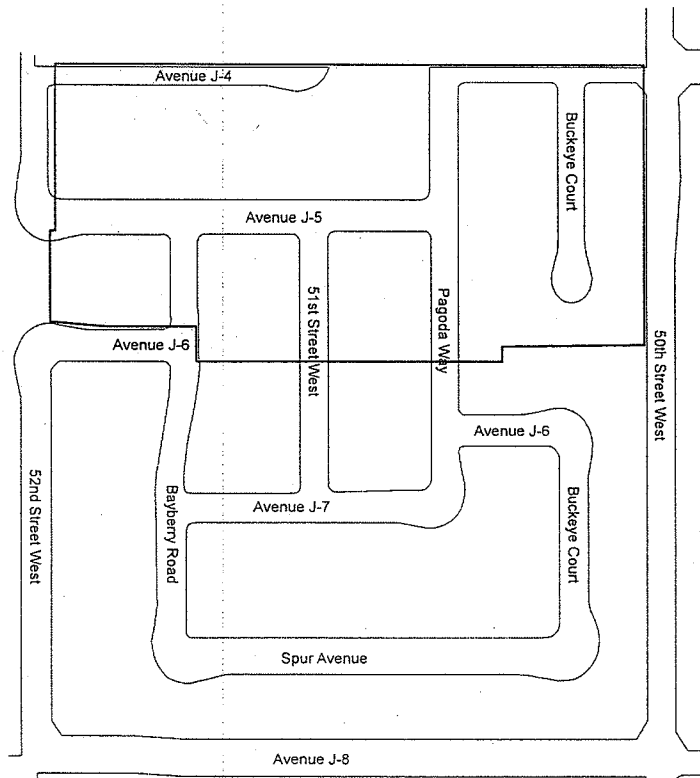
BY: _____
DEPUTY RECORDER

Reference is hereby made to the Assessor maps of the County of Los Angeles for an exact description of the lines and dimensions of each lot and parcel.


Prepared by:
California Financial Services

SHEET 2 OF 3

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2018-1
WESTSIDE UNION SCHOOL DISTRICT
LOS ANGELES COUNTY
STATE OF CALIFORNIA



LEGEND

 Boundaries of Improvement Area 2
of Community Facilities District

Reference is hereby made to the Assessor maps of the
County of Los Angeles for an exact description of the
lines and dimensions of each lot and parcel.

AMENDED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2018-1
WESTSIDE UNION SCHOOL DISTRICT
LOS ANGELES COUNTY
STATE OF CALIFORNIA

LEGAL DESCRIPTION OF IMPROVEMENT AREAS
(Assessor's Parcel Numbers)

IMPROVEMENT AREA 1

| | | |
|--------------|--------------|--------------|
| 3203-061-088 | 3203-061-043 | 3203-061-071 |
| 3203-061-003 | 3203-061-044 | 3203-061-072 |
| 3203-061-015 | 3203-061-045 | 3203-061-073 |
| 3203-061-016 | 3203-061-046 | 3203-061-074 |
| 3203-061-017 | 3203-061-047 | 3203-061-089 |
| 3203-061-018 | 3203-061-048 | 3203-061-075 |
| 3203-061-019 | 3203-061-049 | 3203-061-076 |
| 3203-061-020 | 3203-061-050 | 3203-061-077 |
| 3203-061-021 | 3203-061-051 | 3203-061-078 |
| 3203-061-022 | 3203-061-052 | 3203-061-079 |
| 3203-061-023 | 3203-061-053 | 3203-061-080 |
| 3203-061-024 | 3203-061-054 | 3203-061-081 |
| 3203-061-025 | 3203-061-055 | 3203-061-082 |
| 3203-061-026 | 3203-061-056 | 3203-061-083 |
| 3203-061-027 | 3203-061-057 | |
| 3203-061-028 | 3203-061-058 | |
| 3203-061-029 | 3203-061-059 | |
| 3203-061-030 | 3203-061-060 | |
| 3203-061-031 | 3203-061-061 | |
| 3203-061-032 | 3203-061-062 | |
| 3203-061-033 | 3203-061-063 | |
| 3203-061-034 | 3203-061-064 | |
| 3203-061-035 | 3203-061-065 | |
| 3203-061-036 | 3203-061-066 | |
| 3203-061-039 | 3203-061-067 | |
| 3203-061-040 | 3203-061-068 | |
| 3203-061-041 | 3203-061-069 | |
| 3203-061-042 | 3203-061-070 | |

IMPROVEMENT AREA 2

| | | |
|--------------|--------------|--------------|
| 3203-062-001 | 3203-062-029 | 3203-062-057 |
| 3203-062-002 | 3203-062-030 | 3203-062-058 |
| 3203-062-003 | 3203-062-031 | 3203-062-059 |
| 3203-062-004 | 3203-062-032 | 3203-062-060 |
| 3203-062-005 | 3203-062-033 | 3203-062-061 |
| 3203-062-006 | 3203-062-034 | 3203-062-062 |
| 3203-062-007 | 3203-062-035 | 3203-062-063 |
| 3203-062-008 | 3203-062-036 | 3203-062-064 |
| 3203-062-009 | 3203-062-037 | 3203-062-065 |
| 3203-062-010 | 3203-062-038 | 3203-062-066 |
| 3203-062-011 | 3203-062-039 | 3203-062-067 |
| 3203-062-012 | 3203-062-040 | 3203-062-068 |
| 3203-062-013 | 3203-062-041 | 3203-062-069 |
| 3203-062-014 | 3203-062-042 | 3203-062-070 |
| 3203-062-015 | 3203-062-043 | |
| 3203-062-016 | 3203-062-044 | |
| 3203-062-017 | 3203-062-045 | |
| 3203-062-018 | 3203-062-046 | |
| 3203-062-019 | 3203-062-047 | |
| 3203-062-020 | 3203-062-048 | |
| 3203-062-021 | 3203-062-049 | |
| 3203-062-022 | 3203-062-050 | |
| 3203-062-023 | 3203-062-051 | |
| 3203-062-024 | 3203-062-052 | |
| 3203-062-025 | 3203-062-053 | |
| 3203-062-026 | 3203-062-054 | |
| 3203-062-027 | 3203-062-055 | |
| 3203-062-028 | 3203-062-056 | |

EXHIBIT A
AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
IMPROVEMENT AREA NO. 1

AMENDED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF
IMPROVEMENT AREA 1 OF COMMUNITY FACILITIES DISTRICT
NO. 2018-1 OF THE WESTSIDE UNION SCHOOL DISTRICT

A Special Tax (as defined herein) shall be levied on and collected from all Assessor's Parcels in Improvement Area ("IA") 1 of Community Facilities District ("CFD") No. 2018-1 of the Westside Union School District ("School District") each Fiscal Year commencing in Fiscal Year 2018/2019, in an amount determined by the Board through the application of the Amended Rate and Method of Apportionment of Special Taxes ("RMA") described below. All the real property within the District, unless exempted by law or by provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

SECTION A
DEFINITIONS

For purposes of this RMA, the terms hereinafter set forth have the following meanings:

"Acreage" means the number of acres of land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the Administrator may rely on the land area shown on the applicable Final Map.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense incurred by the School District on behalf of the District related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including, but not limited to, the reasonable expenses of collecting delinquencies, the administration of Bonds, the proportionate payment of salaries and benefits of any School District employee whose duties are directly related to the administration of the District, and reasonable costs otherwise incurred in order to carry out the authorized purposes of the District including a proportionate amount of School District general administrative overhead related thereto.

"Administrator" means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

"Annual Special Tax" means the Special Tax levied in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the District.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Annual Special Tax" means the Special Tax of that name described in Section D hereof.

"Backup Annual Special Tax" means the Special Tax of that name described in Section E hereof.

"Board" means the Governing Board (Board of Trustees) of the School District, or its designee, acting as the Legislative Body of the District.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody's A1 and/or Standard & Poor's A+, as determined by the Board.

"Bond Yield" means the yield of the last series of Bonds issued. For purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the Non-Arbitrage (Tax) Certificate or other similar bond issuance document.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged for repayment.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structure, other structures not used as living space, or any other square footage excluded under Government Code Section 65995 as determined by reference to the building permit(s) for such Unit.

"City" means the City of Lancaster, California.

"County" means the County of Los Angeles, California.

"Developed Property" means all Assessor's Parcels of Taxable Property for which building permit(s) were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year, as reasonably determined by the Administrator.

"District" means IA 1 of Community Facilities District No. 2018-1 of the School District.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section K hereof.

"Final Map" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates individual Lots, recorded in the Office of the County Recorder.

"Fiscal Year" means the period commencing on July 1 of any year and ending on the following June 30.

"Land Use Class or Classes" means the tax classifications depicted in Table 1 for all Assessor's Parcel of Developed Property based on the Building Square Footage of such Assessor's Parcel.

"Lot" means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section C, which can be levied by the District in a given Fiscal Year on such Assessor's Parcel.

"Mitigation Agreement" means the Amended and Restated School Facilities Mitigation Agreement made and entered into as of April 3, 2018 by and among the School District and STG Montecito West, LLC.

"Net Taxable Acreage" means the total Acreage of Developed Property expected to exist within the District after all Final Maps are recorded.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel as described in Section H hereof.

"Prepayment Administrative Fees" means any fees or expenses of the School District or the District associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel as described in Section G hereof.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Annual Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section J, but in no event longer than 33 Fiscal Years. The discount rate used for this calculation shall be equal to (a) the Bond Yield after Bond issuance or (b) the most recently published Bond Index prior to Bond issuance.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Annual Special Tax under Step Four of Section F, "Proportionately" shall mean that the quotient of (i) the Annual Special Tax less the Assigned Annual Special Tax divided by (ii) the Backup Annual Special Tax less the Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to Section K but cannot be classified as Exempt Property because to do so would reduce the Net Taxable Acreage below the required minimum Acreage set forth in Section K, as applicable.

"Reserve Fund Credit" means an amount equal to the lesser of (i) the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount or (ii) ten percent (10%) of the amount of Bonds which will be redeemed. If a surety bond or other credit instrument satisfies the reserve requirement or the reserve requirement is underfunded at the time of the prepayment, no Reserve Fund Credit shall be given.

"School District" means the Westside Union School District, a public school district organized and operating pursuant to the Constitution and laws of the State of California.

"Special Tax" means any of the special taxes authorized to be levied by the District pursuant to the Act and this RMA.

"Special Tax Requirement" means the amount required in any Fiscal Year to pay (i) the debt service or the periodic costs on all outstanding Bonds, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account or accounts established in association with the Bonds, (iv) any amount required to establish or replenish any reserve funds (or accounts thereof) established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of school facilities and certain costs associated with the maintenance and operations of school facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property, Undeveloped Property, or Provisional Undeveloped Property as set forth in Steps Two through Four of Section F, less (vi) any amount(s) available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, trust agreement, or equivalent agreement or document. In arriving at the Special Tax Requirement, the Administrator shall take into account the reasonably anticipated delinquent Special Taxes, provided that the amount included cannot cause the Annual Special Tax of an Assessor Parcel of Developed Property to increase by greater than ten percent (10%) of what would have otherwise been levied.

"Taxable Property" means all Assessor's Parcels which are not Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Approved Property.

"Unit" means each separate residential dwelling unit, including but not limited to, a single family attached or detached unit, condominium, an apartment unit, mobile home, or otherwise, excluding hotel and motels.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, commencing with Fiscal Year 2018/2019, all Assessor's Parcels within the District shall be classified as either Taxable Property or Exempt. In addition, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Undeveloped Property or Provisional Undeveloped Property. Developed Property shall be further assigned to a Land Use Class, according to Table 1 below, based on the Building Square Footage of each Unit.

Table 1
Land Use Classification

| Land Use Class | Building Square Footage |
|----------------|----------------------------|
| 1 | < 2,350 sq. ft. |
| 2 | 2,350 – 2,600 sq. ft. |
| 3 | 2,601 – 2,850 sq. ft. |
| 4 | 2,851 – 3,100 sq. ft. |
| 5 | 3,101 – 3,350 sq. ft. |
| 6 | 3,351 – 3,600 sq. ft. |
| 7 | > 3,600 sq. ft. |

SECTION C MAXIMUM SPECIAL TAX RATE

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of the amount derived by the application of the (a) Assigned Annual Special Tax or (b) Backup Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel classified as Undeveloped Property or Provisional Undeveloped Property shall be derived by the application of the Assigned Annual Special Tax.

SECTION D ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property will be determined in accordance with Table 2 below, subject to increases as described below.

Table 2
Fiscal Year 2018/2019
Assigned Annual Special Taxes
for Developed Property

| Land Use Class | Building Square Footage | Assigned Annual Special Tax Rate |
|----------------|-------------------------|----------------------------------|
| 1 | < 2,350 sq. ft. | \$1,958.00 per Unit |
| 2 | 2,350 – 2,600 sq. ft. | \$2,029.00 per Unit |
| 3 | 2,601 – 2,850 sq. ft. | \$2,167.00 per Unit |
| 4 | 2,851 – 3,100 sq. ft. | \$2,230.00 per Unit |
| 5 | 3,101 – 3,350 sq. ft. | \$2,257.00 per Unit |
| 6 | 3,351 – 3,600 sq. ft. | \$2,283.00 per Unit |
| 7 | > 3,600 sq. ft. | \$2,561.46 per Unit |

2. Undeveloped Property and Provisional Undeveloped Property

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property shall be \$13,327.19 per acre of Acreage, subject to increases as described below.

3. Increases in the Assigned Annual Special Tax

a. Developed Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate applicable to Developed Property shall be increased by two percent (2.00%).

b. Undeveloped Property and Provisional Undeveloped Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate per acre of Acreage for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%).

SECTION E

BACKUP ANNUAL SPECIAL TAX

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to a Backup Annual Special Tax.

1. Calculation of the Backup Annual Special Tax Rate

The Backup Annual Special Tax rate for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula in Fiscal Year 2018/2019 or such later Fiscal Year in which such Final Map is created, subject to increases as described below:

$$B = (U \times A) / L$$

The terms above have the following meanings:

| | | |
|---|---|--|
| B | = | Backup Annual Special Tax per Lot for the applicable Fiscal Year |
| U | = | Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed |
| A | = | Acreage of Taxable Property expected to exist within such Final Map at the time of calculation, as determined by the Administrator |
| L | = | Number of Lots within the applicable Final Map at the time of calculation |

2. Changes to a Final Map

If the Final Map(s) described in the preceding paragraph are subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Developed Property changed or modified in each such Final Map shall be a rate per square foot of Acreage calculated as follows:

- a. Determine the total Backup Annual Special Tax revenue anticipated to apply to the changed or modified Assessor's Parcels prior to the change or modification.
- b. The result of paragraph a above shall be divided by the Acreage of Taxable Property of the modified Assessor's Parcels, as reasonably determined by the Administrator.
- c. The result of paragraph b above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage that shall be applicable to the modified Assessor's Parcels, subject to increases as described below.

3. Increase in the Backup Annual Special Tax

Each July 1, commencing the July 1 following the initial calculation of the Backup Annual Special Tax rate for Developed Property within a Final Map, the Backup Annual Special Tax for each Lot within such Final Map shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

**SECTION F
METHOD OF APPORTIONMENT
OF THE ANNUAL SPECIAL TAX**

Commencing Fiscal Year 2018/2019 and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes on all Taxable Property in accordance with the following steps:

- Step One:** The Special Tax shall be levied on each Assessor's Parcel of Developed Property at the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Three:** If additional moneys are needed to satisfy the Special Tax Requirement after the second step has been completed, the Special Tax on each Assessor's Parcel of Developed Property, for which the Maximum Special Tax is the Backup Annual Special Tax, shall be increased Proportionately from the Assigned Annual Special Tax up to 100% of the Backup Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Four:** If additional moneys are needed to satisfy the Special Tax Requirement after the third step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION G PREPAYMENT OF SPECIAL TAXES

1. Special Tax Prepayment Times and Conditions

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid, if there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Special Tax shall provide the School District with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify such owner of such Prepayment Amount.

2. Special Tax Prepayment Calculation

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|--------------------------------|
| P | = | Prepayment Amount |
| PVT | = | Present Value of Taxes |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Special Tax Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement, indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax is prepaid, the Board shall indicate in the records of the District that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property and net of Administrative

Expenses excluding Provisional Undeveloped Property, after such prepayment shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION H

PARTIAL PREPAYMENT OF SPECIAL TAXES

1. Partial Prepayment Times and Conditions

The Special Tax obligation for Assessor's Parcels of Taxable Property may be partially prepaid in increments of ten (10) Units, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcels at the time the Special Tax obligation would be partially prepaid. An owner of an Assessor's Parcel(s) intending to partially prepay the Special Tax shall provide the District with written notice of their intent to partially prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Partial Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Partial Prepayment Amount.

2. Partial Prepayment Calculation

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = PVT \times F - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|---|
| PP | = | the Partial Prepayment Amount |
| PVT | = | Present Value of Taxes |
| F | = | the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Partial Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement or indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the Board shall indicate in the records of the District that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Taxes that may be levied on Taxable Property, excluding Provisional Undeveloped Property, after such partial prepayment, net of Administrative Expenses, shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Annual Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION I ANNUAL SPECIAL TAX REMAINDER

In any Fiscal Year which the Special Taxes collected from Developed Property exceeds the amount needed to make regularly scheduled annual interest and principal payments on outstanding Bonds and pay Administrative Expenses, the School District may use such amount for acquisition, construction or financing of school facilities and certain costs associated with the maintenance and operations of school facilities in accordance with the Act, District proceedings and other applicable laws as determined by the Board.

SECTION J TERMINATION OF SPECIAL TAX

The Special Tax shall be levied for a term of three (3) Fiscal Years after the final maturity of the last series of Bonds, provided that the Special Tax shall not be levied later than Fiscal Year 2058/2059. However, the Special Tax may cease to be levied in an earlier Fiscal Year if the Board has determined (i) that all required interest and principal payments on the Bonds have been paid, (ii) all authorized facilities of the District have been acquired and all reimbursements have been paid, and (iii) all other obligations of the District have been satisfied.

SECTION K EXEMPTIONS

The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by the State of California, federal or other local governments, (ii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) owned by a homeowners' association, (iv) burdened with a public or utility easements making impractical their utilization for other than the purposes set forth in the easement, or (v) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the Net Taxable Acreage to less than 12.4729 acres of Acreage ("Minimum Taxable Acreage").

Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Acreage of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will be classified as Provisional Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly.

SECTION L APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator to be received by the Administrator not later than six (6) months after having paid the first installment of the Special Tax that is disputed. The reissuance or cancellation of a building permit is not an eligible reason for appeal. In order to be considered sufficient, any notice of appeal must (i) specifically identify the property by address and Assessor's Parcel Number, (ii) state the amount in dispute and whether it is the whole amount or only a portion of the Special Tax, (iii) state all grounds on which the property owner is disputing the amount or

application of the Special Tax, including a reasonably detailed explanation as to why the amount or application of such Special Tax is incorrect, (iv) include all documentation, if any, in support of the claim, and (v) be verified under penalty of perjury by the person who paid the Special Tax or his or her guardian, executor or administrator. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the District may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

**AMENDED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF
IMPROVEMENT AREA 2 OF COMMUNITY FACILITIES DISTRICT
NO. 2018-1 OF THE WESTSIDE UNION SCHOOL DISTRICT**

A Special Tax (as defined herein) shall be levied on and collected from all Assessor's Parcels in Improvement Area ("IA") 2 of Community Facilities District ("CFD") No. 2018-1 of the Westside Union School District ("School District") each Fiscal Year commencing in Fiscal Year 2018/2019, in an amount determined by the Board through the application of the Amended Rate and Method of Apportionment of Special Taxes ("RMA") described below. All the real property within the District, unless exempted by law or by provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**SECTION A
DEFINITIONS**

For purposes of this RMA, the terms hereinafter set forth have the following meanings:

"Acreage" means the number of acres of land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the Administrator may rely on the land area shown on the applicable Final Map.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense incurred by the School District on behalf of the District related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including, but not limited to, the reasonable expenses of collecting delinquencies, the administration of Bonds, the proportionate payment of salaries and benefits of any School District employee whose duties are directly related to the administration of the District, and reasonable costs otherwise incurred in order to carry out the authorized purposes of the District including a proportionate amount of School District general administrative overhead related thereto.

"Administrator" means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

"Annual Special Tax" means the Special Tax levied in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the District.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Annual Special Tax" means the Special Tax of that name described in Section D hereof.

"Backup Annual Special Tax" means the Special Tax of that name described in Section E hereof.

"Board" means the Governing Board (Board of Trustees) of the School District, or its designee, acting as the Legislative Body of the District.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody's A1 and/or Standard & Poor's A+, as determined by the Board.

"Bond Yield" means the yield of the last series of Bonds issued. For purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the Non-Arbitrage (Tax) Certificate or other similar bond issuance document.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged for repayment.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structure, other structures not used as living space, or any other square footage excluded under Government Code Section 65995 as determined by reference to the building permit(s) for such Unit.

"City" means the City of Lancaster, California.

"County" means the County of Los Angeles, California.

"Developed Property" means all Assessor's Parcels of Taxable Property for which building permit(s) were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year, as reasonably determined by the Administrator.

"District" means IA 2 of Community Facilities District No. 2018-1 of the School District.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section K hereof.

"Final Map" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates individual Lots, recorded in the Office of the County Recorder.

"Fiscal Year" means the period commencing on July 1 of any year and ending on the following June 30.

"Land Use Class or Classes" means the tax classifications depicted in Table 1 for all Assessor's Parcel of Developed Property based on the Building Square Footage of such Assessor's Parcel.

"Lot" means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section C, which can be levied by the District in a given Fiscal Year on such Assessor's Parcel.

"Mitigation Agreement" means the Amended and Restated School Facilities Mitigation Agreement made and entered into as of April 3, 2018 by and among the School District and STG Montecito West, LLC.

"Net Taxable Acreage" means the total Acreage of Developed Property expected to exist within the District after all Final Maps are recorded.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel as described in Section H hereof.

"Prepayment Administrative Fees" means any fees or expenses of the School District or the District associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel as described in Section G hereof.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Annual Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section J, but in no event longer than 33 Fiscal Years. The discount rate used for this calculation shall be equal to (a) the Bond Yield after Bond issuance or (b) the most recently published Bond Index prior to Bond issuance.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Annual Special Tax under Step Four of Section F, "Proportionately" shall mean that the quotient of (i) the Annual Special Tax less the Assigned Annual Special Tax divided by (ii) the Backup Annual Special Tax less the Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to Section K but cannot be classified as Exempt Property because to do so would reduce the Net Taxable Acreage below the required minimum Acreage set forth in Section K, as applicable.

"Reserve Fund Credit" means an amount equal to the lesser of (i) the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount or (ii) ten percent (10%) of the amount of Bonds which will be redeemed. If a surety bond or other credit instrument satisfies the reserve requirement or the reserve requirement is underfunded at the time of the prepayment, no Reserve Fund Credit shall be given.

"School District" means the Westside Union School District, a public school district organized and operating pursuant to the Constitution and laws of the State of California.

"Special Tax" means any of the special taxes authorized to be levied by the District pursuant to the Act and this RMA.

"Special Tax Requirement" means the amount required in any Fiscal Year to pay (i) the debt service or the periodic costs on all outstanding Bonds, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account or accounts established in association with the Bonds, (iv) any amount required to establish or replenish any reserve funds (or accounts thereof) established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of school facilities and certain costs associated with the maintenance and operations of school facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property, Undeveloped Property, or Provisional Undeveloped Property as set forth in Steps Two through Four of Section F, less (vi) any amount(s) available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, trust agreement, or equivalent agreement or document. In arriving at the Special Tax Requirement, the Administrator shall take into account the reasonably anticipated delinquent Special Taxes, provided that the amount included cannot cause the Annual Special Tax of an Assessor Parcel of Developed Property to increase by greater than ten percent (10%) of what would have otherwise been levied.

"Taxable Property" means all Assessor's Parcels which are not Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Approved Property.

"Unit" means each separate residential dwelling unit, including but not limited to, a single family attached or detached unit, condominium, an apartment unit, mobile home, or otherwise, excluding hotel and motels.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, commencing with Fiscal Year 2018/2019, all Assessor's Parcels within the District shall be classified as either Taxable Property or Exempt. In addition, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Undeveloped Property or Provisional Undeveloped Property. Developed Property shall be further assigned to a Land Use Class, according to Table 1 below, based on the Building Square Footage of each Unit.

Table 1
Land Use Classification

| Land Use Class | Building Square Footage |
|----------------|----------------------------|
| 1 | < 2,350 sq. ft. |
| 2 | 2,350 – 2,600 sq. ft. |
| 3 | 2,601 – 2,850 sq. ft. |
| 4 | 2,851 – 3,100 sq. ft. |
| 5 | 3,101 – 3,350 sq. ft. |
| 6 | 3,351 – 3,600 sq. ft. |
| 7 | > 3,600 sq. ft. |

SECTION C MAXIMUM SPECIAL TAX RATE

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of the amount derived by the application of the (a) Assigned Annual Special Tax or (b) Backup Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel classified as Undeveloped Property or Provisional Undeveloped Property shall be derived by the application of the Assigned Annual Special Tax.

SECTION D ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property will be determined in accordance with Table 2 below, subject to increases as described below.

Table 2
Fiscal Year 2018/2019
Assigned Annual Special Taxes
for Developed Property

| Land Use Class | Building Square Footage | Assigned Annual Special Tax Rate |
|----------------|-------------------------|----------------------------------|
| 1 | < 2,350 sq. ft. | \$1,958.00 per Unit |
| 2 | 2,350 – 2,600 sq. ft. | \$2,029.00 per Unit |
| 3 | 2,601 – 2,850 sq. ft. | \$2,167.00 per Unit |
| 4 | 2,851 – 3,100 sq. ft. | \$2,230.00 per Unit |
| 5 | 3,101 – 3,350 sq. ft. | \$2,257.00 per Unit |
| 6 | 3,351 – 3,600 sq. ft. | \$2,283.00 per Unit |
| 7 | > 3,600 sq. ft. | \$2,561.46 per Unit |

2. Undeveloped Property and Provisional Undeveloped Property

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property shall be \$13,613.35 per acre of Acreage, subject to increases as described below.

3. Increases in the Assigned Annual Special Tax

a. Developed Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate applicable to Developed Property shall be increased by two percent (2.00%).

b. Undeveloped Property and Provisional Undeveloped Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate per acre of Acreage for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%).

SECTION E

BACKUP ANNUAL SPECIAL TAX

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to a Backup Annual Special Tax.

1. Calculation of the Backup Annual Special Tax Rate

The Backup Annual Special Tax rate for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula in Fiscal Year 2018/2019 or such later Fiscal Year in which such Final Map is created, subject to increases as described below:

$$B = (U \times A) / L$$

The terms above have the following meanings:

| | | |
|---|---|--|
| B | = | Backup Annual Special Tax per Lot for the applicable Fiscal Year |
| U | = | Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed |
| A | = | Acreage of Taxable Property expected to exist within such Final Map at the time of calculation, as determined by the Administrator |
| L | = | Number of Lots within the applicable Final Map at the time of calculation |

2. Changes to a Final Map

If the Final Map(s) described in the preceding paragraph are subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Developed Property changed or modified in each such Final Map shall be a rate per square foot of Acreage calculated as follows:

- a. Determine the total Backup Annual Special Tax revenue anticipated to apply to the changed or modified Assessor's Parcels prior to the change or modification.
- b. The result of paragraph a above shall be divided by the Acreage of Taxable Property of the modified Assessor's Parcels, as reasonably determined by the Administrator.
- c. The result of paragraph b above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage that shall be applicable to the modified Assessor's Parcels, subject to increases as described below.

3. Increase in the Backup Annual Special Tax

Each July 1, commencing the July 1 following the initial calculation of the Backup Annual Special Tax rate for Developed Property within a Final Map, the Backup Annual Special Tax for each Lot within such Final Map shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

**SECTION F
METHOD OF APPORTIONMENT
OF THE ANNUAL SPECIAL TAX**

Commencing Fiscal Year 2018/2019 and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes on all Taxable Property in accordance with the following steps:

- Step One:** The Special Tax shall be levied on each Assessor's Parcel of Developed Property at the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Three:** If additional moneys are needed to satisfy the Special Tax Requirement after the second step has been completed, the Special Tax on each Assessor's Parcel of Developed Property, for which the Maximum Special Tax is the Backup Annual Special Tax, shall be increased Proportionately from the Assigned Annual Special Tax up to 100% of the Backup Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Four:** If additional moneys are needed to satisfy the Special Tax Requirement after the third step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION G PREPAYMENT OF SPECIAL TAXES

1. Special Tax Prepayment Times and Conditions

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid, if there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Special Tax shall provide the School District with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify such owner of such Prepayment Amount.

2. Special Tax Prepayment Calculation

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|--------------------------------|
| P | = | Prepayment Amount |
| PVT | = | Present Value of Taxes |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Special Tax Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement, indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax is prepaid, the Board shall indicate in the records of the District that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property and net of Administrative

Expenses excluding Provisional Undeveloped Property, after such prepayment shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION H

PARTIAL PREPAYMENT OF SPECIAL TAXES

1. Partial Prepayment Times and Conditions

The Special Tax obligation for Assessor's Parcels of Taxable Property may be partially prepaid in increments of ten (10) Units, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcels at the time the Special Tax obligation would be partially prepaid. An owner of an Assessor's Parcel(s) intending to partially prepay the Special Tax shall provide the District with written notice of their intent to partially prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Partial Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Partial Prepayment Amount.

2. Partial Prepayment Calculation

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = PVT \times F - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|---|
| PP | = | the Partial Prepayment Amount |
| PVT | = | Present Value of Taxes |
| F | = | the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Partial Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement or indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the Board shall indicate in the records of the District that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Taxes that may be levied on Taxable Property, excluding Provisional Undeveloped Property, after such partial prepayment, net of Administrative Expenses, shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Annual Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION I ANNUAL SPECIAL TAX REMAINDER

In any Fiscal Year which the Special Taxes collected from Developed Property exceeds the amount needed to make regularly scheduled annual interest and principal payments on outstanding Bonds and pay Administrative Expenses, the School District may use such amount for acquisition, construction or financing of school facilities and certain costs associated with the maintenance and operations of school facilities in accordance with the Act, District proceedings and other applicable laws as determined by the Board.

SECTION J TERMINATION OF SPECIAL TAX

The Special Tax shall be levied for a term of three (3) Fiscal Years after the final maturity of the last series of Bonds, provided that the Special Tax shall not be levied later than Fiscal Year 2058/2059. However, the Special Tax may cease to be levied in an earlier Fiscal Year if the Board has determined (i) that all required interest and principal payments on the Bonds have been paid, (ii) all authorized facilities of the District have been acquired and all reimbursements have been paid, and (iii) all other obligations of the District have been satisfied.

SECTION K EXEMPTIONS

The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by the State of California, federal or other local governments, (ii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) owned by a homeowners' association, (iv) burdened with a public or utility easements making impractical their utilization for other than the purposes set forth in the easement, or (v) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the Net Taxable Acreage to less than 10.852 acres of Acreage ("Minimum Taxable Acreage").

Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Acreage of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will be classified as Provisional Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly.

SECTION L APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator to be received by the Administrator not later than six (6) months after having paid the first installment of the Special Tax that is disputed. The reissuance or cancellation of a building permit is not an eligible reason for appeal. In order to be considered sufficient, any notice of appeal must (i) specifically identify the property by address and Assessor's Parcel Number, (ii) state the amount in dispute and whether it is the whole amount or only a portion of the Special Tax, (iii) state all grounds on which the property owner is disputing the amount or

application of the Special Tax, including a reasonably detailed explanation as to why the amount or application of such Special Tax is incorrect, (iv) include all documentation, if any, in support of the claim, and (v) be verified under penalty of perjury by the person who paid the Special Tax or his or her guardian, executor or administrator. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the District may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

RESOLUTION NO. 18-81

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, WITH IMPROVEMENT AREA NOS. 1 AND 2 DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED \$10,000,000, AGGREGATE, AND NOT TO EXCEED \$5,000,000 IN IMPROVEMENT AREA NO. 1 AND \$5,000,000 IN IMPROVEMENT AREA NO. 2, RESPECTIVELY; AND CALLING A SPECIAL ELECTION

WHEREAS, the Board of Trustees ("Board") of the Westside Union School District ("District") has adopted Resolution No. _____ ("Resolution of Formation") forming Westside Union School District Community Facilities District No. 2018-1 ("CFD") and Improvement Area Nos. 1 and 2 therein (each, an "Improvement Area" and, collectively, the "Improvement Areas"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, ("Act"), to finance the acquisition, construction, equipping and furnishing of specified District facilities, facilities of the Antelope Valley Union High School District ("AVUHSD"), and facilities of County Sanitation District No. 14 of Los Angeles County ("Sanitation District"), which facilities are more specifically defined in the Resolution of Formation (collectively, "Facilities"); and

WHEREAS, the Board of the District has heretofore adopted Resolution No. 18-45 (the "Resolution of Intention") providing for the financing of the Facilities, subject to the authorization of bonds in total amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, respectively, which amounts may be issued to finance Facilities for the CFD, the Map of which is now on file in the office of the Clerk of this Board and the levy of a special tax within each Improvement Area to finance the Facilities and to pay principal of and interest on such bonds, being approved at an election to be held within the boundaries of the CFD and each Improvement Area; and

WHEREAS, copies of the Resolution of Formation and the Resolution of Intention are on file with the Clerk and incorporated herein by reference; and

WHEREAS, in order to finance the Facilities, it is necessary to incur bonded indebtedness in the amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, which amounts may be issued to finance Facilities for the CFD, the repayment of which is to be secured by special taxes levied in accordance with Section 53340 *et seq.* of the Act within each Improvement Area.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The above recitals are true and correct.

2. It is necessary to incur bonded indebtedness in the amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, respectively, which amounts may be issued to finance the costs of the Facilities for the CFD.

3. The indebtedness will be incurred for the purpose of financing the costs of acquiring or constructing the Facilities, the financing of the costs associated with the issuance of the bonds and all other costs necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

4. The bonds shall be issued in one or more series for each Improvement Area at a maximum interest rate not to exceed 12 percent per annum or such rate not in excess of the maximum rate permitted by law at the time the bonds are issued, and payable annually or semiannually as determined by the Board. The term of the bonds shall be determined pursuant to a resolution of the Board authorizing the issuance of the bonds, but such term shall in no event exceed 40 years or such longer term as is then permitted by law.

5. Pursuant to and in compliance with the provisions of Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, the Board hereby establishes the following accountability measures pertaining to any bonded indebtedness incurred by or on behalf of the District:

(a) Such bonded indebtedness shall be incurred for the specific purposes set forth in Section 3 above.

(b) The proceeds of any such bonded indebtedness shall be applied only to the specific purposes identified in Section 3 above.

(c) The document or documents establishing the terms and conditions for the issuance of any such bonded indebtedness shall provide for the creation of an account or accounts into which the proceeds of such bonded indebtedness shall be deposited.

(d) The Superintendent, or his/her designee, acting for and on behalf of the District, shall annually file a report with the Board as required by Government Code Section 53411.

6. Pursuant to Government Code Section 53353.5, the Board hereby determines to submit to the qualified electors of each Improvement Area a proposition ("CFD Proposition") to: (1) levy special taxes on property within the Improvement Area in accordance with the rate and method of apportionment of special tax for the Improvement Area specified in the Resolution of Formation; (2) incur bonded indebtedness in the amount not to exceed \$10,000,000, aggregate, and \$5,000,000 in Improvement Area No. 1 and 5,000,000 in Improvement Area No. 2, respectively, which amounts may be issued to finance Facilities for the CFD; and (3) establish an appropriations limit as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the CFD. Said appropriations limit shall equal the maximum amount of bonded indebtedness authorized to be incurred for the CFD. The form of Ballot and the CFD Proposition for each Improvement Area is attached as Exhibit A.

7. A special election is hereby called for each Improvement Area on the CFD Proposition described in Section 6 above.

8. In accordance with the provisions of the Act, and specifically Section 53327, the District has received the waiver of all applicable waiting periods for the election and the requirement for analysis and arguments relating to the election, as set forth in Section 53327 of the Act, and the consent of 100% of the landowners residing in the territory of each Improvement Area to not having such materials provided to the landowners in the ballot packet, and the express waiver of any requirements as to the form of the ballot.

9. The time for notice having been waived by the qualified electors within each Improvement Area, the date of the special election for the Improvement Area on the CFD Proposition shall be on June 5, 2018. There being no registered voters residing within the territory of each Improvement Area at the time of the protest hearing and for a period of ninety (90) days prior thereto, there being only one landowner in each Improvement Area, and the requirements of Section 53326 of the Government Code having been waived by the landowners, the ballots for the special election were mailed or caused to be mailed with return postage prepaid or by personal delivery to the landowners within the Improvement Areas. The voter ballot shall be returned to the Clerk of Westside Union School District at its District office located at 41914 N. 50th Street West, Quartz Hill, California, 93536, no later than 5:00 p.m. on June 5, 2018. However, the election may be closed within the discretion of the Clerk, as soon as the ballot is returned. Each landowner shall have one (1) vote for each acre or portion thereof that he, she or it owns within the Improvement Area, as provided by Section 53326 of the Act.

10. Notice of said election and written argument for or against the measure have been waived by the landowners.

11. The CFD shall constitute a single election precinct for the purpose of holding said special election.

12. The Board hereby directs that the special election be conducted by the Clerk of the Board, as the elections official ("Election Official"). The Election Official is hereby requested to continue to take any and all steps necessary for the holding of the Election consistent with this Resolution.

13. The members of the Board and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and agreements and perform any and all acts and things, from time to time, consistent with this resolution and necessary or appropriate to carry the same into effect and to carry out its purpose.

14. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the Board of Trustees of the Westside Union School District on the 26th day June, 2018, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

John Curiel
President, Board of Trustees
Westside Union School District

ATTEST:

Linda Jones
Clerk, Board of Trustees
Westside Union School District

EXHIBIT A-1

OFFICIAL BALLOT

**WESTSIDE UNION SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT NO. 2018-1
IMPROVEMENT AREA NO. 1**

**SPECIAL TAX ELECTION
June 26, 2018**

To vote, mark an "X" in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden.

This ballot is provided to STG MONTECITO WEST, LLC, a California limited liability company, as an owner or authorized representative of such owner of the land within Improvement Area No. 1 of Westside Union School District Community Facilities District No. 2018-1 and represents fourteen (14) votes. STG Montecito West, LLC is entitled to one vote for each acre or portion thereof it owns within Improvement Area No. 1.

If you wrongly mark, tear, or deface this ballot, return it to the Clerk of the Westside Union School District at 41914 50th St W, Quartz Hill, CA 93536.

PROPOSITION: Shall Westside Union School District Community Facilities District No. 2018-1 ("CFD"), as indicated on the amended CFD boundary map ("Map"), now on file in the office of the Clerk of this Board entitled "Proposed Boundaries, Westside Union School District, Community Facilities District No. 2018-1" subject to the accountability measures provided for in the Resolution Calling Special Election adopted by the Board of Trustees of the Westside Union School District ("Board") on the date hereof, incur an indebtedness and be authorized to issue bonds in an amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 within Improvement Area No. 1 of the CFD, that the CFD is authorized to issue with interest at a rate or rates established at such time as the bonds are sold in one or more series at fixed or variable interest rates, but not to exceed any applicable statutory rate for such bonds, the proceeds of which will be used to finance certain facilities of the Westside Union School District, the Antelope Valley Union High School District, and the County Sanitation District No. 14 of Los Angeles County (collectively, "Facilities") as more specifically described in the Resolution of Formation adopted by the Board on the date hereof; and, shall a special tax be levied within Improvement Area No. 1 in accordance with the amended rate and method of apportionment of special taxes attached as Exhibit B to such Resolution of Formation to pay the principal of and interest on such indebtedness and bonds and to otherwise finance the Facilities; and shall an appropriations limit be established for the CFD pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the maximum amount of bonded indebtedness authorized to be incurred for the CFD?

_____ YES

_____ NO

EXHIBIT A-2

OFFICIAL BALLOT

WESTSIDE UNION SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT NO. 2018-1
IMPROVEMENT AREA NO. 2

SPECIAL TAX ELECTION
June 26, 2018

To vote, mark an "X" in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden.

This ballot is provided to STG MONTECITO WEST, LLC, a California limited liability company, as an owner or authorized representative of such owner of the land within Improvement Area No. 2 of Westside Union School District Community Facilities District No. 2018-1 and represents twelve (12) votes. STG Montecito West, LLC is entitled to one vote for each acre or portion thereof it owns within Improvement Area No. 2.

If you wrongly mark, tear, or deface this ballot, return it to the Clerk of the Westside Union School District at 41914 50th St W, Quartz Hill, CA 93536.

PROPOSITION: Shall Westside Union School District Community Facilities District No. 2018-1 ("CFD"), as indicated on the amended CFD boundary map ("Map"), now on file in the office of the Clerk of this Board entitled "Proposed Boundaries, Westside Union School District, Community Facilities District No. 2018-1," subject to the accountability measures provided for in the Resolution Calling Special Election adopted by the Board of Trustees of the Westside Union School District ("Board") on the date hereof, incur an indebtedness and be authorized to issue bonds in an amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 within Improvement Area No. 2 of the CFD, that the CFD is authorized to issue with interest at a rate or rates established at such time as the bonds are sold in one or more series at fixed or variable interest rates, but not to exceed any applicable statutory rate for such bonds, the proceeds of which will be used to finance certain facilities of the Westside Union School District, the Antelope Valley Union High School District, and the County Sanitation District No. 14 of Los Angeles County (collectively, "Facilities") as more specifically described in the Resolution of Formation adopted by the Board on the date hereof; and, shall a special tax be levied within Improvement Area No. 2 in accordance with the amended rate and method of apportionment of special taxes attached as Exhibit C to such Resolution of Formation to pay the principal of and interest on such indebtedness and bonds and to otherwise finance the Facilities; and shall an appropriations limit be established for the CFD pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the maximum amount of bonded indebtedness authorized to be incurred for the CFD?

_____ YES

_____ NO

RESOLUTION NO. 18-82

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, CANVASSING THE RESULTS OF THE ELECTION HELD REGARDING THE INCURRENCE OF DEBT

WHEREAS, the Board of Trustees ("Board") of the Westside Union School District ("District") has previously conducted proceedings pertaining to the formation of the Westside Union School District Community Facilities District No. 2018-1 ("CFD") and Improvement Area No. 1 and Improvement Area No. 2 therein (each, an "Improvement Area" and, collectively, the "Improvement Areas"), the authorization of indebtedness in the amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, respectively, within the CFD, as indicated on the amended CFD boundary map ("Map"), now on file in the office of the Clerk of this Board, the amended rate and method of apportionment for the levy and collection of special taxes within each Improvement Area ("Special Tax") to pay the costs of specified Facilities, including the payment of principal and interest on bonds issued or other debt, the establishment of an appropriations limit, and the calling of an election in regard to the foregoing; and

WHEREAS, the Board has adopted Resolution No. _____ determining the validity of prior proceedings and establishing the CFD and the Improvement Areas ("Resolution of Formation"); and

WHEREAS, on June 5, 2018, an election was held regarding the authorization of not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, respectively, of indebtedness within the CFD, the rate and method of apportionment of the Special Tax for each Improvement Area, and the establishment of an appropriations limit ("Election"); and

WHEREAS, at the Election, the propositions for incurring the bonded indebtedness, the rate and method of apportionment and manner of collection of the Special Tax for each Improvement Area and establishing an appropriations limit for the CFD was approved by the requisite 2/3rds vote by qualified electors within each Improvement Area.

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

1. The election conducted within each Improvement Area of the CFD was duly and validly conducted.

2. The Board, acting as the legislative body of the CFD, is authorized to levy the Special Tax on behalf of the CFD within each Improvement Area, as specified in the Resolution of Formation.

3. The Board is authorized to incur indebtedness on behalf of the CFD in the maximum amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, respectively, which amounts may be issued to finance Facilities for the CFD.

4. The Clerk is hereby directed and authorized to (i) complete the certifications attached hereto as Exhibit A and Exhibit B regarding the canvas of returns of the Election and the total number of ballots cast in each Improvement Area for and against the measure, (ii) record or cause to be recorded notice of the special tax of the CFD for each Improvement Area by recording a Notice of Special Tax Lien of the CFD for each Improvement Area pursuant to Section 3117.5 of the California Streets and Highways Code and (iii) record or cause to be recorded with respect to all property within the CFD a notice of cancellation and extinguishment of lien of the special taxes of Improvement Areas A and C of Westside Union School District Community Facilities District No. 2007-1, the form of which shall be approved by counsel for the District.

PASSED AND ADOPTED by the Board of Trustees of the Westside Union School District on the 26th day June, 2018, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

John Curiel
President, Board of Trustees
Westside Union School District

ATTEST:

Linda Jones
Clerk, Board of Trustees
Westside Union School District

EXHIBIT A

**FORM OF CANVASS AND STATEMENT OF RESULTS OF ELECTION
OF THE WESTSIDE UNION SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2018-1, IMPROVEMENT AREA NO. 1**

The undersigned Clerk of the Board of Trustee of Westside Union School District certifies that he canvassed the returns of the special election held on June 26, 2018, with respect to the authorization of special taxes to be levied within Improvement Area No. 1 ("Improvement Area") of Community Facilities District No. 2018-1 of the Westside Union School District ("CFD") and the authorization of bonds to be issued by the CFD secured by such special taxes and the total number of ballots cast in the Improvement Area and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

| | Qualified Landowner Votes | Votes Cast | YES | NO |
|--|---------------------------------|---------------|-------|-------|
| Westside Union School District Community Facilities District No. 2018-1, Improvement Area No. 1 June 26, 2018 | _____ | _____ | _____ | _____ |

PROPOSITION: Shall Westside Union School District Community Facilities District No. 2018-1 ("CFD"), as indicated on the amended CFD boundary map ("Map") now on file in the office of the Clerk of this Board entitled "Proposed Boundaries, Westside Union School District, Community Facilities District No. 2018-1," subject to the accountability measures provided for in the Resolution Calling Special Election adopted by the Board of Trustee of the Westside Union School District ("Board") on the date hereof, incur an indebtedness and be authorized to issue bonds in an amount not to exceed \$10,000,000, aggregate, for the CFD and not to exceed \$5,000,000 with respect to Improvement Area No. 1 of the CFD, that the CFD is authorized to issue with interest at a rate or rates established at such time as the bonds are sold in one or more series at fixed or variable interest rates, but not to exceed any applicable statutory rate for such bonds, the proceeds of which will be used to finance certain facilities of the Westside Union School District, Antelope Valley Union High School District, and County Sanitation District No. 14 of Los Angeles County ("Sanitation District") (collectively, "Facilities") as more specifically described in the Resolution of Formation adopted by the Board on the date hereof; and, shall a special tax be levied within Improvement Area No. 1 in accordance with the amended rate and method of apportionment of special taxes attached as Exhibit B to such Resolution of Formation to pay the principal of and interest on such indebtedness and bonds and to otherwise finance the Facilities; and shall an appropriations limit be established for the CFD pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the maximum amount of bonded indebtedness authorized to be incurred for the CFD?

Certified under penalty of perjury on June 26, 2018, at Quartz Hill, California.

Linda Jones, Clerk of the Board of Trustees

EXHIBIT B

FORM OF CANVASS AND STATEMENT OF RESULTS OF ELECTION OF THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, IMPROVEMENT AREA NO. 2

The undersigned Clerk of the Board of Trustee of Westside Union School District certifies that he canvassed the returns of the special election held on June 26, 2018, with respect to the authorization of special taxes to be levied within Improvement Area No. 2 ("Improvement Area") of Community Facilities District No. 2018-1 of the Westside Union School District ("CFD") and the authorization of bonds to be issued by the CFD secured by such special taxes and the total number of ballots cast in the Improvement Area and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

| | Qualified Landowner Votes | Votes Cast | YES | NO |
|--|---------------------------------|---------------|-------|-------|
| Westside Union School District Community Facilities District No. 2018-1, Improvement Area No. 2 June 26, 2018 | _____ | _____ | _____ | _____ |

PROPOSITION: Shall Westside Union School District Community Facilities District No. 2018-1 ("CFD"), as indicated on the amended CFD boundary map ("Map") now on file in the office of the Clerk of this Board entitled "Proposed Boundaries, Westside Union School District, Community Facilities District No. 2018-1," subject to the accountability measures provided for in the Resolution Calling Special Election adopted by the Board of Trustee of the Westside Union School District ("Board") on the date hereof, incur an indebtedness and be authorized to issue bonds in an amount not to exceed \$10,000,000, aggregate, for the CFD and not to exceed \$5,000,000 with respect to Improvement Area No. 2 of the CFD, that the CFD is authorized to issue with interest at a rate or rates established at such time as the bonds are sold in one or more series at fixed or variable interest rates, but not to exceed any applicable statutory rate for such bonds, the proceeds of which will be used to finance certain facilities of the Westside Union School District, Antelope Valley Union High School District, and County Sanitation District No. 14 of Los Angeles County ("Sanitation District") (collectively, "Facilities") as more specifically described in the Resolution of Formation adopted by the Board on the date hereof; and, shall a special tax be levied within Improvement Area No. 2 in accordance with the amended rate and method of apportionment of special taxes attached as Exhibit C to such Resolution of Formation to pay the principal of and interest on such indebtedness and bonds and to otherwise finance the Facilities; and shall an appropriations limit be established for the CFD pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the maximum amount of bonded indebtedness authorized to be incurred for the CFD?

Certified under penalty of perjury on June 26, 2018, at Quartz Hill, California.

Linda Jones, Clerk of the Board of Trustees

ORDINANCE NO. 18-83

ORDINANCE OF THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NOS. 1 AND 2 THEREIN

WHEREAS, on April 3, 2018, the Board of Trustees ("Board") of the Westside Union School District ("District") adopted Resolution Nos. 18-44 and 18-45 ("Resolutions of Intention") stating its intention to form Westside Union School District Community Facilities District No. 2018-1 ("CFD") and Improvement Area Nos. 1 and 2 therein (each, an "Improvement Area" and, collectively, "Improvement Areas") and the necessity to incur bonded indebtedness in the amount not to exceed \$10,000,000, aggregate, and not to exceed \$5,000,000 in Improvement Area No. 1 and \$5,000,000 in Improvement Area No. 2, respectively, with the proposed boundaries indicated on a proposed CFD boundary map ("Proposed Map"), to finance the acquisition and/or construction of District facilities, facilities of the Antelope Valley Union High School District ("AVUHSD"), and facilities of County Sanitation District No. 14 of Los Angeles County ("Sanitation District") as more specifically defined in the Resolution of Intention (collectively, "Facilities"); and

WHEREAS, notice was published as required by law relative to the Board's intention to form the CFD and to incur bonded indebtedness in amounts not exceeding the specified amounts to finance the Facilities; and

WHEREAS, on June 5, 2018, the Board adopted Resolution No. XXXX approving an amended CFD boundary map (the "Amended Map") which Amended Map is now on file in the office of the Clerk of the Board and held a noticed public hearing as required by law regarding the formation of the CFD and the Improvement Areas, the rate and method of apportionment and manner of collection of the special tax to be levied within each Improvement Area, and regarding the necessity to authorize the issuance of bonds, the purpose for which the bonds are to be issued, the amount of the proposed debt, the maximum term of the bonds and the maximum annual rate of interest to be paid; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Improvement Areas, the proposed levy of the special tax within each Improvement Area, and the incurring of bonded indebtedness by the CFD on behalf of each Improvement Area were heard and a full and fair hearing was held; and

WHEREAS, the Board, subsequent to said hearing, adopted Resolution No. XXXX determining the validity of prior proceedings and establishing the CFD ("Resolution of Formation"); and

WHEREAS, the Board, acting as the legislative body of the CFD, subsequent to the hearing, adopted Resolution No. XXXX, calling an election within each Improvement Area for June 5, 2018, on the propositions to incur bonded indebtedness for each Improvement Area, levying a special tax within each Improvement Area and setting an appropriations limit; and

WHEREAS, on June 5, 2018, an election was held within each Improvement Area in which the eligible electors approved by more than two-thirds vote the proposition of incurring bonded indebtedness, levying a special tax, and setting an appropriations limit.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WESTSIDE UNION SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2018-1, DOES HEREBY ORDAIN, DETERMINE AND ORDER AS FOLLOWS:

1. A special tax is authorized to be levied within Improvement Area Nos. 1 and 2 ("Special Tax") pursuant to the formulas set forth in Exhibits A and B, respectively (each, a "Rate and Method") attached hereto and incorporated by reference in an amount necessary to pay all of the costs of providing the Facilities, periodic costs, and costs of the tax levy and collection, and all other costs including amounts payable with respect to the bonded indebtedness.

2. The Superintendent or designee, on or before August 10 of each year, is authorized to determine the specific Special Tax rate and amount to be levied for the then current or future tax years within each Improvement Area, except that the Special Tax rate to be levied shall not exceed the maximum rate set forth in the applicable Rate and Method.

3. All Special Tax collections shall be used as provided for in the Act, the Resolution of Intention and the Resolution of Formation.

4. The Special Tax shall be collected in each Improvement Area in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure for sale in cases of delinquency as provided for *ad valorem* taxes; *provided, however*, the CFD may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

5. The President shall sign this ordinance and the Clerk shall attest to such signature. The Clerk is directed to cause the title and summary or text of this ordinance to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the jurisdiction of the District, and to post at the main office of the District a certified copy of the full text of the adopted ordinance.

6. The ordinance takes effect and shall be in force from and after 30 days from the date of final passage. A copy of the ordinance shall be transmitted to the Clerk of the Board of Supervisors of Los Angeles County, the Assessor and the Treasurer-Tax Collector of Los Angeles County.

PASSED AND ADOPTED by the Board of Trustees of the Westside Union School District on the 26th day June, 2018, by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAIN: _____

John Curiel
President, Board of Trustees
Westside Union School District

ATTEST:

Linda Jones
Clerk, Board of Trustees
Westside Union School District

**AMENDED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF
IMPROVEMENT AREA 1 OF COMMUNITY FACILITIES DISTRICT
NO. 2018-1 OF THE WESTSIDE UNION SCHOOL DISTRICT**

A Special Tax (as defined herein) shall be levied on and collected from all Assessor's Parcels in Improvement Area ("IA") 1 of Community Facilities District ("CFD") No. 2018-1 of the Westside Union School District ("School District") each Fiscal Year commencing in Fiscal Year 2018/2019, in an amount determined by the Board through the application of the Amended Rate and Method of Apportionment of Special Taxes ("RMA") described below. All the real property within the District, unless exempted by law or by provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**SECTION A
DEFINITIONS**

For purposes of this RMA, the terms hereinafter set forth have the following meanings:

"Acreage" means the number of acres of land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the Administrator may rely on the land area shown on the applicable Final Map.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense incurred by the School District on behalf of the District related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including, but not limited to, the reasonable expenses of collecting delinquencies, the administration of Bonds, the proportionate payment of salaries and benefits of any School District employee whose duties are directly related to the administration of the District, and reasonable costs otherwise incurred in order to carry out the authorized purposes of the District including a proportionate amount of School District general administrative overhead related thereto.

"Administrator" means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

"Annual Special Tax" means the Special Tax levied in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the District.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Annual Special Tax" means the Special Tax of that name described in Section D hereof.

"Backup Annual Special Tax" means the Special Tax of that name described in Section E hereof.

"Board" means the Governing Board (Board of Trustees) of the School District, or its designee, acting as the Legislative Body of the District.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody's A1 and/or Standard & Poor's A+, as determined by the Board.

"Bond Yield" means the yield of the last series of Bonds issued. For purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the Non-Arbitrage (Tax) Certificate or other similar bond issuance document.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged for repayment.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structure, other structures not used as living space, or any other square footage excluded under Government Code Section 65995 as determined by reference to the building permit(s) for such Unit.

"City" means the City of Lancaster, California.

"County" means the County of Los Angeles, California.

"Developed Property" means all Assessor's Parcels of Taxable Property for which building permit(s) were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year, as reasonably determined by the Administrator.

"District" means IA 1 of Community Facilities District No. 2018-1 of the School District.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section K hereof.

"Final Map" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates individual Lots, recorded in the Office of the County Recorder.

"Fiscal Year" means the period commencing on July 1 of any year and ending on the following June 30.

"Land Use Class or Classes" means the tax classifications depicted in Table 1 for all Assessor's Parcel of Developed Property based on the Building Square Footage of such Assessor's Parcel.

"Lot" means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section C, which can be levied by the District in a given Fiscal Year on such Assessor's Parcel.

"Mitigation Agreement" means the Amended and Restated School Facilities Mitigation Agreement made and entered into as of April 3, 2018 by and among the School District and STG Montecito West, LLC.

"Net Taxable Acreage" means the total Acreage of Developed Property expected to exist within the District after all Final Maps are recorded.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel as described in Section H hereof.

"Prepayment Administrative Fees" means any fees or expenses of the School District or the District associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel as described in Section G hereof.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Annual Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section J, but in no event longer than 33 Fiscal Years. The discount rate used for this calculation shall be equal to (a) the Bond Yield after Bond issuance or (b) the most recently published Bond Index prior to Bond issuance.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Annual Special Tax under Step Four of Section F, "Proportionately" shall mean that the quotient of (i) the Annual Special Tax less the Assigned Annual Special Tax divided by (ii) the Backup Annual Special Tax less the Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to Section K but cannot be classified as Exempt Property because to do so would reduce the Net Taxable Acreage below the required minimum Acreage set forth in Section K, as applicable.

"Reserve Fund Credit" means an amount equal to the lesser of (i) the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount or (ii) ten percent (10%) of the amount of Bonds which will be redeemed. If a surety bond or other credit instrument satisfies the reserve requirement or the reserve requirement is underfunded at the time of the prepayment, no Reserve Fund Credit shall be given.

"School District" means the Westside Union School District, a public school district organized and operating pursuant to the Constitution and laws of the State of California.

"Special Tax" means any of the special taxes authorized to be levied by the District pursuant to the Act and this RMA.

"Special Tax Requirement" means the amount required in any Fiscal Year to pay (i) the debt service or the periodic costs on all outstanding Bonds, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account or accounts established in association with the Bonds, (iv) any amount required to establish or replenish any reserve funds (or accounts thereof) established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of school facilities and certain costs associated with the maintenance and operations of school facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property, Undeveloped Property, or Provisional Undeveloped Property as set forth in Steps Two through Four of Section F, less (vi) any amount(s) available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, trust agreement, or equivalent agreement or document. In arriving at the Special Tax Requirement, the Administrator shall take into account the reasonably anticipated delinquent Special Taxes, provided that the amount included cannot cause the Annual Special Tax of an Assessor Parcel of Developed Property to increase by greater than ten percent (10%) of what would have otherwise been levied.

"Taxable Property" means all Assessor's Parcels which are not Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Approved Property.

"Unit" means each separate residential dwelling unit, including but not limited to, a single family attached or detached unit, condominium, an apartment unit, mobile home, or otherwise, excluding hotel and motels.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, commencing with Fiscal Year 2018/2019, all Assessor's Parcels within the District shall be classified as either Taxable Property or Exempt. In addition, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Undeveloped Property or Provisional Undeveloped Property. Developed Property shall be further assigned to a Land Use Class, according to Table 1 below, based on the Building Square Footage of each Unit.

Table 1
Land Use Classification

| Land Use Class | Building Square Footage |
|----------------|-------------------------|
| 1 | < 2,350 sq. ft. |
| 2 | 2,350 – 2,600 sq. ft. |
| 3 | 2,601 – 2,850 sq. ft. |
| 4 | 2,851 – 3,100 sq. ft. |
| 5 | 3,101 – 3,350 sq. ft. |
| 6 | 3,351 – 3,600 sq. ft. |
| 7 | > 3,600 sq. ft. |

SECTION C MAXIMUM SPECIAL TAX RATE

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of the amount derived by the application of the (a) Assigned Annual Special Tax or (b) Backup Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel classified as Undeveloped Property or Provisional Undeveloped Property shall be derived by the application of the Assigned Annual Special Tax.

SECTION D ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property will be determined in accordance with Table 2 below, subject to increases as described below.

Table 2
Fiscal Year 2018/2019
Assigned Annual Special Taxes
for Developed Property

| Land Use Class | Building Square Footage | Assigned Annual Special Tax Rate |
|----------------|-------------------------|----------------------------------|
| 1 | < 2,350 sq. ft. | \$1,958.00 per Unit |
| 2 | 2,350 – 2,600 sq. ft. | \$2,029.00 per Unit |
| 3 | 2,601 – 2,850 sq. ft. | \$2,167.00 per Unit |
| 4 | 2,851 – 3,100 sq. ft. | \$2,230.00 per Unit |
| 5 | 3,101 – 3,350 sq. ft. | \$2,257.00 per Unit |
| 6 | 3,351 – 3,600 sq. ft. | \$2,283.00 per Unit |
| 7 | > 3,600 sq. ft. | \$2,561.46 per Unit |

2. Undeveloped Property and Provisional Undeveloped Property

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property shall be \$13,327.19 per acre of Acreage, subject to increases as described below.

3. Increases in the Assigned Annual Special Tax

a. Developed Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate applicable to Developed Property shall be increased by two percent (2.00%).

b. Undeveloped Property and Provisional Undeveloped Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate per acre of Acreage for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%).

SECTION E

BACKUP ANNUAL SPECIAL TAX

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to a Backup Annual Special Tax.

1. Calculation of the Backup Annual Special Tax Rate

The Backup Annual Special Tax rate for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula in Fiscal Year 2018/2019 or such later Fiscal Year in which such Final Map is created, subject to increases as described below:

$$B = (U \times A) / L$$

The terms above have the following meanings:

| | | |
|---|---|--|
| B | = | Backup Annual Special Tax per Lot for the applicable Fiscal Year |
| U | = | Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed |
| A | = | Acreage of Taxable Property expected to exist within such Final Map at the time of calculation, as determined by the Administrator |
| L | = | Number of Lots within the applicable Final Map at the time of calculation |

2. Changes to a Final Map

If the Final Map(s) described in the preceding paragraph are subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Developed Property changed or modified in each such Final Map shall be a rate per square foot of Acreage calculated as follows:

- a. Determine the total Backup Annual Special Tax revenue anticipated to apply to the changed or modified Assessor's Parcels prior to the change or modification.
- b. The result of paragraph a above shall be divided by the Acreage of Taxable Property of the modified Assessor's Parcels, as reasonably determined by the Administrator.
- c. The result of paragraph b above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage that shall be applicable to the modified Assessor's Parcels, subject to increases as described below.

3. Increase in the Backup Annual Special Tax

Each July 1, commencing the July 1 following the initial calculation of the Backup Annual Special Tax rate for Developed Property within a Final Map, the Backup Annual Special Tax for each Lot within such Final Map shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

**SECTION F
METHOD OF APPORTIONMENT
OF THE ANNUAL SPECIAL TAX**

Commencing Fiscal Year 2018/2019 and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes on all Taxable Property in accordance with the following steps:

- Step One:** The Special Tax shall be levied on each Assessor's Parcel of Developed Property at the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Three:** If additional moneys are needed to satisfy the Special Tax Requirement after the second step has been completed, the Special Tax on each Assessor's Parcel of Developed Property, for which the Maximum Special Tax is the Backup Annual Special Tax, shall be increased Proportionately from the Assigned Annual Special Tax up to 100% of the Backup Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Four:** If additional moneys are needed to satisfy the Special Tax Requirement after the third step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION G PREPAYMENT OF SPECIAL TAXES

1. Special Tax Prepayment Times and Conditions

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid, if there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Special Tax shall provide the School District with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify such owner of such Prepayment Amount.

2. Special Tax Prepayment Calculation

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|--------------------------------|
| P | = | Prepayment Amount |
| PVT | = | Present Value of Taxes |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Special Tax Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement, indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax is prepaid, the Board shall indicate in the records of the District that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property and net of Administrative

Expenses excluding Provisional Undeveloped Property, after such prepayment shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION H

PARTIAL PREPAYMENT OF SPECIAL TAXES

1. Partial Prepayment Times and Conditions

The Special Tax obligation for Assessor's Parcels of Taxable Property may be partially prepaid in increments of ten (10) Units, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcels at the time the Special Tax obligation would be partially prepaid. An owner of an Assessor's Parcel(s) intending to partially prepay the Special Tax shall provide the District with written notice of their intent to partially prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Partial Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Partial Prepayment Amount.

2. Partial Prepayment Calculation

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = PVT \times F - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|---|
| PP | = | the Partial Prepayment Amount |
| PVT | = | Present Value of Taxes |
| F | = | the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Partial Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement or indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the Board shall indicate in the records of the District that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Taxes that may be levied on Taxable Property, excluding Provisional Undeveloped Property, after such partial prepayment, net of Administrative Expenses, shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Annual Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION I ANNUAL SPECIAL TAX REMAINDER

In any Fiscal Year which the Special Taxes collected from Developed Property exceeds the amount needed to make regularly scheduled annual interest and principal payments on outstanding Bonds and pay Administrative Expenses, the School District may use such amount for acquisition, construction or financing of school facilities and certain costs associated with the maintenance and operations of school facilities in accordance with the Act, District proceedings and other applicable laws as determined by the Board.

SECTION J TERMINATION OF SPECIAL TAX

The Special Tax shall be levied for a term of three (3) Fiscal Years after the final maturity of the last series of Bonds, provided that the Special Tax shall not be levied later than Fiscal Year 2058/2059. However, the Special Tax may cease to be levied in an earlier Fiscal Year if the Board has determined (i) that all required interest and principal payments on the Bonds have been paid, (ii) all authorized facilities of the District have been acquired and all reimbursements have been paid, and (iii) all other obligations of the District have been satisfied.

SECTION K EXEMPTIONS

The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by the State of California, federal or other local governments, (ii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) owned by a homeowners' association, (iv) burdened with a public or utility easements making impractical their utilization for other than the purposes set forth in the easement, or (v) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the Net Taxable Acreage to less than 12.4729 acres of Acreage ("Minimum Taxable Acreage").

Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Acreage of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will be classified as Provisional Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly.

SECTION L APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator to be received by the Administrator not later than six (6) months after having paid the first installment of the Special Tax that is disputed. The reissuance or cancellation of a building permit is not an eligible reason for appeal. In order to be considered sufficient, any notice of appeal must (i) specifically identify the property by address and Assessor's Parcel Number, (ii) state the amount in dispute and whether it is the whole amount or only a portion of the Special Tax, (iii) state all grounds on which the property owner is disputing the amount or

application of the Special Tax, including a reasonably detailed explanation as to why the amount or application of such Special Tax is incorrect, (iv) include all documentation, if any, in support of the claim, and (v) be verified under penalty of perjury by the person who paid the Special Tax or his or her guardian, executor or administrator. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the District may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

**AMENDED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF
IMPROVEMENT AREA 2 OF COMMUNITY FACILITIES DISTRICT
NO. 2018-1 OF THE WESTSIDE UNION SCHOOL DISTRICT**

A Special Tax (as defined herein) shall be levied on and collected from all Assessor's Parcels in Improvement Area ("IA") 2 of Community Facilities District ("CFD") No. 2018-1 of the Westside Union School District ("School District") each Fiscal Year commencing in Fiscal Year 2018/2019, in an amount determined by the Board through the application of the Amended Rate and Method of Apportionment of Special Taxes ("RMA") described below. All the real property within the District, unless exempted by law or by provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**SECTION A
DEFINITIONS**

For purposes of this RMA, the terms hereinafter set forth have the following meanings:

"Acreage" means the number of acres of land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the Administrator may rely on the land area shown on the applicable Final Map.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expense incurred by the School District on behalf of the District related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including, but not limited to, the reasonable expenses of collecting delinquencies, the administration of Bonds, the proportionate payment of salaries and benefits of any School District employee whose duties are directly related to the administration of the District, and reasonable costs otherwise incurred in order to carry out the authorized purposes of the District including a proportionate amount of School District general administrative overhead related thereto.

"Administrator" means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

"Annual Special Tax" means the Special Tax levied in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the District.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Annual Special Tax" means the Special Tax of that name described in Section D hereof.

"Backup Annual Special Tax" means the Special Tax of that name described in Section E hereof.

"Board" means the Governing Board (Board of Trustees) of the School District, or its designee, acting as the Legislative Body of the District.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody's A1 and/or Standard & Poor's A+, as determined by the Board.

"Bond Yield" means the yield of the last series of Bonds issued. For purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the Non-Arbitrage (Tax) Certificate or other similar bond issuance document.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged for repayment.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structure, other structures not used as living space, or any other square footage excluded under Government Code Section 65995 as determined by reference to the building permit(s) for such Unit.

"City" means the City of Lancaster, California.

"County" means the County of Los Angeles, California.

"Developed Property" means all Assessor's Parcels of Taxable Property for which building permit(s) were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year, as reasonably determined by the Administrator.

"District" means IA 2 of Community Facilities District No. 2018-1 of the School District.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section K hereof.

"Final Map" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates individual Lots, recorded in the Office of the County Recorder.

"Fiscal Year" means the period commencing on July 1 of any year and ending on the following June 30.

"Land Use Class or Classes" means the tax classifications depicted in Table 1 for all Assessor's Parcel of Developed Property based on the Building Square Footage of such Assessor's Parcel.

"Lot" means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section C, which can be levied by the District in a given Fiscal Year on such Assessor's Parcel.

"Mitigation Agreement" means the Amended and Restated School Facilities Mitigation Agreement made and entered into as of April 3, 2018 by and among the School District and STG Montecito West, LLC.

"Net Taxable Acreage" means the total Acreage of Developed Property expected to exist within the District after all Final Maps are recorded.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel as described in Section H hereof.

"Prepayment Administrative Fees" means any fees or expenses of the School District or the District associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel as described in Section G hereof.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Annual Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section J, but in no event longer than 33 Fiscal Years. The discount rate used for this calculation shall be equal to (a) the Bond Yield after Bond issuance or (b) the most recently published Bond Index prior to Bond issuance.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Annual Special Tax under Step Four of Section F, "Proportionately" shall mean that the quotient of (i) the Annual Special Tax less the Assigned Annual Special Tax divided by (ii) the Backup Annual Special Tax less the Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to Section K but cannot be classified as Exempt Property because to do so would reduce the Net Taxable Acreage below the required minimum Acreage set forth in Section K, as applicable.

"Reserve Fund Credit" means an amount equal to the lesser of (i) the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount or (ii) ten percent (10%) of the amount of Bonds which will be redeemed. If a surety bond or other credit instrument satisfies the reserve requirement or the reserve requirement is underfunded at the time of the prepayment, no Reserve Fund Credit shall be given.

"School District" means the Westside Union School District, a public school district organized and operating pursuant to the Constitution and laws of the State of California.

"Special Tax" means any of the special taxes authorized to be levied by the District pursuant to the Act and this RMA.

"Special Tax Requirement" means the amount required in any Fiscal Year to pay (i) the debt service or the periodic costs on all outstanding Bonds, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account or accounts established in association with the Bonds, (iv) any amount required to establish or replenish any reserve funds (or accounts thereof) established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of school facilities and certain costs associated with the maintenance and operations of school facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property, Undeveloped Property, or Provisional Undeveloped Property as set forth in Steps Two through Four of Section F, less (vi) any amount(s) available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, trust agreement, or equivalent agreement or document. In arriving at the Special Tax Requirement, the Administrator shall take into account the reasonably anticipated delinquent Special Taxes, provided that the amount included cannot cause the Annual Special Tax of an Assessor Parcel of Developed Property to increase by greater than ten percent (10%) of what would have otherwise been levied.

"Taxable Property" means all Assessor's Parcels which are not Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Approved Property.

"Unit" means each separate residential dwelling unit, including but not limited to, a single family attached or detached unit, condominium, an apartment unit, mobile home, or otherwise, excluding hotel and motels.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, commencing with Fiscal Year 2018/2019, all Assessor's Parcels within the District shall be classified as either Taxable Property or Exempt. In addition, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Undeveloped Property or Provisional Undeveloped Property. Developed Property shall be further assigned to a Land Use Class, according to Table 1 below, based on the Building Square Footage of each Unit.

Table 1
Land Use Classification

| Land Use Class | Building Square Footage |
|----------------|----------------------------|
| 1 | < 2,350 sq. ft. |
| 2 | 2,350 – 2,600 sq. ft. |
| 3 | 2,601 – 2,850 sq. ft. |
| 4 | 2,851 – 3,100 sq. ft. |
| 5 | 3,101 – 3,350 sq. ft. |
| 6 | 3,351 – 3,600 sq. ft. |
| 7 | > 3,600 sq. ft. |

SECTION C MAXIMUM SPECIAL TAX RATE

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of the amount derived by the application of the (a) Assigned Annual Special Tax or (b) Backup Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel classified as Undeveloped Property or Provisional Undeveloped Property shall be derived by the application of the Assigned Annual Special Tax.

SECTION D ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property will be determined in accordance with Table 2 below, subject to increases as described below.

Table 2
Fiscal Year 2018/2019
Assigned Annual Special Taxes
for Developed Property

| Land Use Class | Building Square Footage | Assigned Annual Special Tax Rate |
|----------------|-------------------------|----------------------------------|
| 1 | < 2,350 sq. ft. | \$1,958.00 per Unit |
| 2 | 2,350 – 2,600 sq. ft. | \$2,029.00 per Unit |
| 3 | 2,601 – 2,850 sq. ft. | \$2,167.00 per Unit |
| 4 | 2,851 – 3,100 sq. ft. | \$2,230.00 per Unit |
| 5 | 3,101 – 3,350 sq. ft. | \$2,257.00 per Unit |
| 6 | 3,351 – 3,600 sq. ft. | \$2,283.00 per Unit |
| 7 | > 3,600 sq. ft. | \$2,561.46 per Unit |

2. Undeveloped Property and Provisional Undeveloped Property

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property shall be \$13,613.35 per acre of Acreage, subject to increases as described below.

3. Increases in the Assigned Annual Special Tax

a. Developed Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate applicable to Developed Property shall be increased by two percent (2.00%).

b. Undeveloped Property and Provisional Undeveloped Property

On each July 1, commencing July 1, 2019, the Assigned Annual Special Tax rate per acre of Acreage for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%).

SECTION E BACKUP ANNUAL SPECIAL TAX

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to a Backup Annual Special Tax.

1. Calculation of the Backup Annual Special Tax Rate

The Backup Annual Special Tax rate for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula in Fiscal Year 2018/2019 or such later Fiscal Year in which such Final Map is created, subject to increases as described below:

$$B = (U \times A) / L$$

The terms above have the following meanings:

- | | | |
|---|---|--|
| B | = | Backup Annual Special Tax per Lot for the applicable Fiscal Year |
| U | = | Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed |
| A | = | Acreage of Taxable Property expected to exist within such Final Map at the time of calculation, as determined by the Administrator |
| L | = | Number of Lots within the applicable Final Map at the time of calculation |

2. Changes to a Final Map

If the Final Map(s) described in the preceding paragraph are subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Developed Property changed or modified in each such Final Map shall be a rate per square foot of Acreage calculated as follows:

- a. Determine the total Backup Annual Special Tax revenue anticipated to apply to the changed or modified Assessor's Parcels prior to the change or modification.
- b. The result of paragraph a above shall be divided by the Acreage of Taxable Property of the modified Assessor's Parcels, as reasonably determined by the Administrator.
- c. The result of paragraph b above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage that shall be applicable to the modified Assessor's Parcels, subject to increases as described below.

3. Increase in the Backup Annual Special Tax

Each July 1, commencing the July 1 following the initial calculation of the Backup Annual Special Tax rate for Developed Property within a Final Map, the Backup Annual Special Tax for each Lot within such Final Map shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

SECTION F METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

Commencing Fiscal Year 2018/2019 and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes on all Taxable Property in accordance with the following steps:

- Step One:** The Special Tax shall be levied on each Assessor's Parcel of Developed Property at the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Three:** If additional moneys are needed to satisfy the Special Tax Requirement after the second step has been completed, the Special Tax on each Assessor's Parcel of Developed Property, for which the Maximum Special Tax is the Backup Annual Special Tax, shall be increased Proportionately from the Assigned Annual Special Tax up to 100% of the Backup Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Four:** If additional moneys are needed to satisfy the Special Tax Requirement after the third step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION G PREPAYMENT OF SPECIAL TAXES

1. Special Tax Prepayment Times and Conditions

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid, if there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Special Tax shall provide the School District with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify such owner of such Prepayment Amount.

2. Special Tax Prepayment Calculation

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|--------------------------------|
| P | = | Prepayment Amount |
| PVT | = | Present Value of Taxes |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Special Tax Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement, indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax is prepaid, the Board shall indicate in the records of the District that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property and net of Administrative

Expenses excluding Provisional Undeveloped Property, after such prepayment shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION H PARTIAL PREPAYMENT OF SPECIAL TAXES

1. Partial Prepayment Times and Conditions

The Special Tax obligation for Assessor's Parcels of Taxable Property may be partially prepaid in increments of ten (10) Units, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcels at the time the Special Tax obligation would be partially prepaid. An owner of an Assessor's Parcel(s) intending to partially prepay the Special Tax shall provide the District with written notice of their intent to partially prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Partial Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Partial Prepayment Amount.

2. Partial Prepayment Calculation

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = PVT \times F - RFC + PAF$$

The terms above have the following meanings:

| | | |
|-----|---|---|
| PP | = | the Partial Prepayment Amount |
| PVT | = | Present Value of Taxes |
| F | = | the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation |
| RFC | = | Reserve Fund Credit |
| PAF | = | Prepayment Administrative Fees |

3. Partial Prepayment Procedures and Limitations

The amount representing the Present Value of Taxes attributable to the prepayment less the Reserve Fund Credit attributable to the prepayment shall, prior to the issuance of Bonds, be deposited into a separate account held with the School District and disbursed in accordance with the Mitigation Agreement and after the issuance of Bonds be deposited into the applicable account or fund established under the trust agreement or indenture agreement or fiscal agent agreement and used to pay debt service or redeem Bonds. The amount representing the Prepayment Administrative Fees attributable to the prepayment shall be retained and deposited into the applicable account by the District.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the Board shall indicate in the records of the District that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Taxes that may be levied on Taxable Property, excluding Provisional Undeveloped Property, after such partial prepayment, net of Administrative Expenses, shall be at least 1.15 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall include identifying all Assessor's Parcels that are expected to be classified as Exempt Property.

Notwithstanding the above, the ability to prepay the Annual Special Tax obligation of an Assessor's Parcel may be suspended, by the Administrator, acting in his or her absolute and sole discretion for and on behalf of the District, without notice to the owners of property within the District for a period of time, not to exceed sixty (60) days, prior to the scheduled issuance of Bonds by the District to assist in the efficient preparation of the required bond market disclosure.

SECTION I ANNUAL SPECIAL TAX REMAINDER

In any Fiscal Year which the Special Taxes collected from Developed Property exceeds the amount needed to make regularly scheduled annual interest and principal payments on outstanding Bonds and pay Administrative Expenses, the School District may use such amount for acquisition, construction or financing of school facilities and certain costs associated with the maintenance and operations of school facilities in accordance with the Act, District proceedings and other applicable laws as determined by the Board.

SECTION J TERMINATION OF SPECIAL TAX

The Special Tax shall be levied for a term of three (3) Fiscal Years after the final maturity of the last series of Bonds, provided that the Special Tax shall not be levied later than Fiscal Year 2058/2059. However, the Special Tax may cease to be levied in an earlier Fiscal Year if the Board has determined (i) that all required interest and principal payments on the Bonds have been paid, (ii) all authorized facilities of the District have been acquired and all reimbursements have been paid, and (iii) all other obligations of the District have been satisfied.

SECTION K EXEMPTIONS

The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by the State of California, federal or other local governments, (ii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) owned by a homeowners' association, (iv) burdened with a public or utility easements making impractical their utilization for other than the purposes set forth in the easement, or (v) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the Net Taxable Acreage to less than 10.852 acres of Acreage ("Minimum Taxable Acreage").

Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of the Acreage of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will be classified as Provisional Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly.

SECTION L APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator to be received by the Administrator not later than six (6) months after having paid the first installment of the Special Tax that is disputed. The reissuance or cancellation of a building permit is not an eligible reason for appeal. In order to be considered sufficient, any notice of appeal must (i) specifically identify the property by address and Assessor's Parcel Number, (ii) state the amount in dispute and whether it is the whole amount or only a portion of the Special Tax, (iii) state all grounds on which the property owner is disputing the amount or

application of the Special Tax, including a reasonably detailed explanation as to why the amount or application of such Special Tax is incorrect, (iv) include all documentation, if any, in support of the claim, and (v) be verified under penalty of perjury by the person who paid the Special Tax or his or her guardian, executor or administrator. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the District may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Shawn Cabey, Assistant Superintendent Administrative Services

SUBJECT: Resolutions 18-84, 18-85, 18-86 and 18-87 of The Westside Union School District Board of Trustees, Acting as The Legislative Body of The Westside Union School District Community Facilities District (CFD) Nos. 2005-1, 2005-2, 2005-3 and 2007-1 Improvement Areas ("IA") Authorizing The Levy of Special Taxes for Fiscal Year 2018-2019

BACKGROUND:

Community Facilities District (CFD) Nos. 2005-1, 2005-2, 2005-3 and 2007-1 Improvement Areas (IA) were formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California.

A Resolution for CFD No. 2007-1 Improvement Area A has been included as the proposed new CFD 2018-1 was under consideration at tonight's board meeting. Should 2018-1 be approved, it will not be necessary to enroll these taxes with the County due to the formation of CFD No. 2018-1.

Approval of the Resolutions, under Section 53340 of the Government Code of the State of California, will authorize the levy of special tax to pay for costs and expenses related to the District by establishing the specific rate of the special tax to be collected for the next fiscal year, 2018-2019.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS/FUNDING:

Obligation to levy taxes to ensure payment of principal and interest on bonds.

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES'S RECOMMENDATION:

Approval

RESOLUTION NO. 18-84

**RESOLUTION OF THE WESTSIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES, ACTING AS THE LEGISLATIVE BODY OF
THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICT NO. 2005-1, AUTHORIZING THE LEVY OF SPECIAL TAXES FOR
FISCAL YEAR 2018-2019**

2018-2019 Special Tax Levy

WHEREAS, the Board of Trustees of the Westside Union School District is the legislative body (the "legislative body") of the Westside Union School District Community Facilities District No. 2005-1 (the "District"); and

WHEREAS, the District formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, this legislative body, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special tax to pay for costs and expenses related to said District, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for fiscal year 2018-2019 for the referenced District is hereby determined and established as set forth in the attached, referenced and incorporated as Exhibit "A."

SECTION 3. That the rate as set forth in Exhibit "A" does not exceed the amount as previously authorized by this legislative body, and is not in excess of that previously approved by the qualified electors of the District, and is in compliance with Section XIID of the California State Constitution, which was enacted with the passage of Proposition 218.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Payment of principal of and interest on any outstanding authorized bonded indebtedness; and

B. Necessary replenishment of bond reserve funds or other reserve funds; and

- C. Payment of costs and expenses of authorized public facilities; and
- D. Repayment of advances and loans, if applicable; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purposes.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the District funds, including any bond fund and reserve fund.

SECTION 7. The Auditor-Controller of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A."

SECTION 8. The County Auditor-Controller shall then, at the close of the tax collection period, promptly render the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages to be collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

ADOPTED, SIGNED AND APPROVED THIS 26th day of June 2018.

By: _____
John Curiel, President, Board of Trustees
Westside Union School District

By: _____
Linda Jones, Clerk, Board of Trustees
Westside Union School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Westside Union School District acting in its capacity as the legislative body of the Westside Union School District Community Facilities District No. 2005-1 of the Westside Union School District.

Date: _____

Linda Jones, Clerk, Board of Trustees
Westside Union School District

RESOLUTION NO. 18-85

**RESOLUTION OF THE WESTSIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES, ACTING AS THE LEGISLATIVE BODY OF
THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICT NO. 2005-2, AUTHORIZING THE LEVY OF SPECIAL TAXES FOR
FISCAL YEAR 2018-2019**

2018-2019 Special Tax Levy

WHEREAS, the Board of Trustees of the Westside Union School District is the legislative body (the "legislative body") of the Westside Union School District Community Facilities District No. 2005-2 (the "District"); and

WHEREAS, the District formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, this legislative body, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special tax to pay for costs and expenses related to said District, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for fiscal year 2018-2019 for the referenced District is hereby determined and established as set forth in the attached, referenced and incorporated as Exhibit "A."

SECTION 3. That the rate as set forth in Exhibit "A" does not exceed the amount as previously authorized by this legislative body, and is not in excess of that previously approved by the qualified electors of the District, and is in compliance with Section XIID of the California State Constitution, which was enacted with the passage of Proposition 218.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Payment of principal of and interest on any outstanding authorized bonded indebtedness; and

B. Necessary replenishment of bond reserve funds or other reserve funds; and

- C. Payment of costs and expenses of authorized public facilities; and
- D. Repayment of advances and loans, if applicable; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purposes.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the District funds, including any bond fund and reserve fund.

SECTION 7. The Auditor-Controller of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A."

SECTION 8. The County Auditor-Controller shall then, at the close of the tax collection period, promptly render the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages to be collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

ADOPTED, SIGNED AND APPROVED THIS 26th day of June 2018.

By: _____
John Curiel, President, Board of Trustees
Westside Union School District

By: _____
Linda Jones, Clerk, Board of Trustees
Westside Union School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Westside Union School District acting in its capacity as the legislative body of the Westside Union School District Community Facilities District No. 2005-2 of the Westside Union School District.

Date: _____

Linda Jones, Clerk, Board of Trustees
Westside Union School District

RESOLUTION NO. 18-86

**RESOLUTION OF THE WESTSIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES, ACTING AS THE LEGISLATIVE BODY OF
THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICT NO. 2005-3, AUTHORIZING THE LEVY OF SPECIAL TAXES FOR
FISCAL YEAR 2018-2019**

2018-2019 Special Tax Levy

WHEREAS, the Board of Trustees of the Westside Union School District is the legislative body (the "legislative body") of the Westside Union School District Community Facilities District No. 2005-3 (the "District"); and

WHEREAS, the District formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, this legislative body, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special tax to pay for costs and expenses related to said District, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for fiscal year 2018-2019 for the referenced District is hereby determined and established as set forth in the attached, referenced and incorporated as Exhibit "A."

SECTION 3. That the rate as set forth in Exhibit "A" does not exceed the amount as previously authorized by this legislative body, and is not in excess of that previously approved by the qualified electors of the District, and is in compliance with Section XIIIID of the California State Constitution, which was enacted with the passage of Proposition 218.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Payment of principal of and interest on any outstanding authorized bonded indebtedness; and

B. Necessary replenishment of bond reserve funds or other reserve funds; and

- C. Payment of costs and expenses of authorized public facilities; and
- D. Repayment of advances and loans, if applicable; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purposes.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the District funds, including any bond fund and reserve fund.

SECTION 7. The Auditor-Controller of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A."

SECTION 8. The County Auditor-Controller shall then, at the close of the tax collection period, promptly render the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages to be collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

ADOPTED, SIGNED AND APPROVED THIS 26th day of June 2018.

By: _____
John Curiel, President, Board of Trustees
Westside Union School District

By: _____
Linda Jones, Clerk, Board of Trustees
Westside Union School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Westside Union School District acting in its capacity as the legislative body of the Westside Union School District Community Facilities District No. 2005-3 of the Westside Union School District.

Date: _____

Linda Jones, Clerk, Board of Trustees
Westside Union School District

RESOLUTION NO. 18-87

**RESOLUTION OF THE WESTSIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES, ACTING AS THE LEGISLATIVE BODY OF
THE WESTSIDE UNION SCHOOL DISTRICT COMMUNITY FACILITIES
DISTRICT NO. 2007-1, AUTHORIZING THE LEVY OF SPECIAL TAXES FOR
FISCAL YEAR 2018-2019**

2018-2019 Special Tax Levy

WHEREAS, the Board of Trustees of the Westside Union School District is the legislative body (the "legislative body") of the Westside Union School District Community Facilities District No. 2007-1 (the "District"); and

WHEREAS, the District formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, this legislative body, as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special tax to pay for costs and expenses related to said District, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the special tax to be collected to pay for the costs and expenses for fiscal year 2018-2019 for the referenced District is hereby determined and established as set forth in the attached, referenced and incorporated as Exhibit "A."

SECTION 3. That the rate as set forth in Exhibit "A" does not exceed the amount as previously authorized by this legislative body, and is not in excess of that previously approved by the qualified electors of the District, and is in compliance with Section XIID of the California State Constitution, which was enacted with the passage of Proposition 218.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Payment of principal of and interest on any outstanding authorized bonded indebtedness; and

B. Necessary replenishment of bond reserve funds or other reserve funds; and

- C. Payment of costs and expenses of authorized public facilities; and
- D. Repayment of advances and loans, if applicable; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purposes.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the District funds, including any bond fund and reserve fund.

SECTION 7. The Auditor-Controller of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibit "A."

SECTION 8. The County Auditor-Controller shall then, at the close of the tax collection period, promptly render the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages to be collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

ADOPTED, SIGNED AND APPROVED THIS 26th day of June 2018.

By: _____
John Curiel, President, Board of Trustees
Westside Union School District

By: _____
Linda Jones, Clerk, Board of Trustees
Westside Union School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Westside Union School District acting in its capacity as the legislative body of the Westside Union School District Community Facilities District No. 2007-1 of the Westside Union School District.

Date: _____

Linda, Clerk, Board of Trustees
Westside Union School District

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Lisa Jehlicka, Director of Business Services

SUBJECT: Adoption of the 2018-2019 Budget

BACKGROUND:

At the Regular Board meeting held on June 5, 2018, the 2018-19 Local Control and Accountability Plan (LCAP) and 2018-19 Adopted Budget were presented to the Board. A public hearing was conducted for both on the same date. Following the Board's adoption of the 2018-19 Local Control and Accountability Plan, the Board is asked to take action to adopt the budget. For the district to obtain a Los Angeles County Office of Education approved budget, the District must have at least 3% of unrestricted reserves for 2018-19 and the two subsequent years. The District meets this requirement.

PROGRAM/EDUCATIONAL IMPLICATION:

Adoption of the operating budget for 2018-19 must occur at this meeting after the adoption of the 2018-19 LCAP, or be rescheduled for a meeting to take place on or before June 30, 2018.

COST ANALYSIS:

None

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

SEPARATE ATTACHMENT

2018-2019 Budget

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Lisa Jehlicka, Director of Business Services

SUBJECT: AB1200 - Public Disclosure of Collective Bargaining Agreements

BACKGROUND:

Government Code 3547 requires all proposals between public employers and exclusive representatives be presented at a public meeting and therefore becomes public record. In addition, this proposal is required to be posted for the public to review and comment prior to Board action. The Disclosures have been posted along with the Agenda.

Government Code 3547.5 requires the Superintendent and Chief Business Official certify in writing that the costs incurred by these agreements can be met by the District. Regina Rossall and Shawn Cabey have certified the District can meet the obligation of the agreements.

In addition, the District has submitted these agreements to the Los Angeles County Office of Education for review. As a requirement of AB1200, LACOE must review the agreements to ensure the District can meet the obligations.

PROGRAM/EDUCATIONAL IMPLICATION:

Ongoing Supplemental Grant funded expenditures will be decreased beginning with Fiscal Year 2019-20 to "balance-out" the Grant.

COST ANALYSIS/FUNDING:

For Fiscal Year 2018-19: Decrease to General Fund Balance of \$2,667,498; Decrease to Reserve of the General Fund of \$60,000; Decrease to Cafeteria Fund Balance of \$45,005; Decrease to Capital Facilities Fund Balance of \$612; and Decrease to the Capital Project for Blended Component Units Fund of \$1,210.

For Fiscal Year 2019-20: Decrease to General Fund Balance of \$2,513,931; Decrease to Reserve of the General Fund of \$60,000; Decrease to Cafeteria Fund Balance of \$45,775; Decrease to Capital Facilities Fund Balance of \$626; and Decrease to the Capital Project for Blended Component Units Fund of \$1,237.

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

| | | | |
|----------------------------------|-------------------------------------|--|--|
| Name of School District: | Westside Union School District | | |
| Name of Bargaining Unit: | Westside Union Teachers Association | | |
| Certificated, Classified, Other: | Certificated Non-Management | | |

| | | | |
|---|------------------------|-------------|-------------------------|
| The proposed agreement covers the period beginning: | July 1, 2018 (date) | and ending: | June 30, 2020 (date) |
|---|------------------------|-------------|-------------------------|

| | |
|--|-------------------------|
| The Governing Board will act upon this agreement on: | June 26, 2018 (date) |
|--|-------------------------|

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Bargaining Unit Compensation All Funds - Combined | | Annual Cost Prior to Proposed Settlement | Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only) | | |
|--|--|---|---|--|--|
| | | | Year 1 Increase/(Decrease) | Year 2 Increase/(Decrease) | Year 3 Increase/(Decrease) |
| | | | 2017-18 | 2018-19 | 2019-20 |
| 1. | Salary Schedule Including Step and Column | \$ 32,599,662 | \$ - | \$ 660,541 | \$ 673,752 |
| | | | 0.00% | 2.03% | 2.03% |
| 2. | Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 2,537,118 | \$ - | \$ 703,262 | \$ 707,432 |
| | | | 0.00% | 27.72% | 21.83% |
| | Description of Other Compensation | | | Stipends/Extra-Duty; Off-Schedule Bonus | Stipends/Extra-Duty; Off-Schedule Bonus |
| 3. | Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 9,555,084 | \$ - | \$ 275,398 | \$ 308,551 |
| | | | 0.00% | 2.88% | 3.14% |
| 4. | Health/Welfare Plans | \$ 5,713,830 | \$ - | \$ 60,000 | \$ 60,000 |
| | | | 0.00% | 1.05% | 1.04% |
| 5. | Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5 | \$ 50,405,694 | \$ - | \$ 1,699,201 | \$ 1,749,735 |
| | | | 0.00% | 3.37% | 3.36% |
| 6. | Total Number of Bargaining Unit Employees (Use FTEs if appropriate) | 424.00 | | | |
| 7. | Total Compensation <u>Average</u> Cost per Bargaining Unit Employee | \$ 118,881 | \$ - | \$ 4,008 | \$ 4,127 |
| | | | 0.00% | 3.37% | 3.36% |

Westside Union School District
Westside Union Teachers Association

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

For 2018-19, the negotiated percentage increase to the entire WUTA salary schedule is 2.00%, and a one-time OFF-schedule 2% compensation, calculated on actual earnings from 7/1/18-10/31/18 paid in Dec. 2018 and a one-time OFF-schedule 2.286% compensation, calculated on actual earnings from 11/1/18-5/31/19 paid in June 2019. For 2019-20, the negotiated percentage increase to the entire WUTA salary schedule is 2.00%, and a one-time OFF-schedule 2% compensation, calculated on actual earnings from 7/1/19-10/31/19 paid in Dec. 2019 and a one-time OFF-schedule 2.286% compensation, calculated on actual earnings from 11/1/19-5/31/20 paid in June 2020. Mid-year hires will be paid on a pro-rate basis. The Class Size overage compensation Daily Rate was also increased by \$0.01, along with revising the grade level split within the class size overage compensation calculation.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary.

Unit Members must meet the following employment eligibility to receive the one-time off-schedule compensation: Employed as of 10/31/18 to receive the Dec. 2018 payment; Employed as of 5/31/19 to receive the June 2019 payment; Employed as of 10/31/19 to receive the Dec. 2019 payment; Employed as of 5/31/20 to receive the June 2020 payment. Also, the annual stipend provided to eligible Highly Qualified Special Education teachers increased from \$1,500 to \$1,750.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

The District has a Certificated Non-Management Annual CAP of \$13,587.24 for health & welfare benefits, which will increase by \$133.32, effective 7/1/18, resulting in a new annual CAP of \$13,720.56

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

For 2018-19 and 2019-20, The two Professional Development days of the Four additional Days added to the work year that are funded with Supplemental Grant, that were re-structured in 2017-18 from full days to 8 meetings, with a maximum of 90 minutes per meeting, for a total of 720 minutes for the year, will remain unchanged.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Westside Union School District
Westside Union Teachers Association

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

F. Source of Funding for Proposed Agreement:

1. Current Year

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Increased LCFF (both Base Grant and Supplemental Grant) Funding, COLA dollars, Ending Fund Balance and decreased Supplemental Grant expenses.

WESTSIDE UNION SCHOOL DISTRICT

May 18, 2018

Tentative agreement between Westside Union School District and Westside Union Teachers Association (WUTA).

The Westside Union School District and Westside Union Teachers Association (WUTA) agree to the following terms and conditions in regards to the 2018-2019 and 2019-2020 Contracts. The terms and conditions of this agreement are subject to the ratification process of each party and County approval of the AB1200.

Salary-Article 7

2018-19

The base salary schedule for the 2018-19 school year shall increase by 2.0 percent effective July 1, 2018.

In lieu of a one-time 2018-2019 District contribution to the OPEB Trust, in December 2018, a one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each Full Time Employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each Full Time Employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.

CalSTRS requires the District to increase its contribution annually through at least 2023. The increase for 2018-2019 school year is equal to approximately +1.5% in salary compensation.

2019-20

The base salary schedule for the 2019-2020 school year shall increase by 2.0 percent effective July 1, 2019.

In lieu of a one-time 2019-2020 District contribution to the OPEB Trust, in December 2019 a one-time 2% compensation calculated on actual earnings from July 1, 2019 through October 31, 2019 will be paid to each Full Time Employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019 through May 31, 2020 will be paid to each Full Time Employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.

CalSTRS requires the District to increase its contribution annually through at least 2023. The increase for 2019-2020 school year is equal to approximately +1.5% in salary compensation.

ARTICLE 4-Employee Benefits

4.1.2 District Contribution

The District's \$60,000 annual contribution to fund the MediGap program for teachers will be redistributed and added to the health benefits cap. The District's \$60,000 contribution will be distributed to current teachers and participating retirees to add an additional \$133.32 annual contribution, thereby raising the current monthly contribution from \$1,132.27 to the new cap of \$1,143.38. This permanent increase will replace the previous annual \$60,000 MediGap contribution.

4.1.2.1 Beginning October 1, 2006 2018, the District's maximum dollar contribution for the health and welfare benefits shall be \$1,132.27 \$1,143.38 per month per full-time employee. (prorated for part-time employees as specified in Section 4.1.1.2, above) toward any health insurance plans offered pursuant to this Article. The benefit coverage will be provided through California Valued Trust as listed in paragraph 4.1.2.2. The parties agree to commence negotiations on the employment benefit package by June 1 of each year.

Article 11 -Leaves

11.6.3 Procedure

(c) Five days of Personal Necessity Leave may be used without giving reason for absence by the employee, "No Tell Day." Use of this leave shall be limited to one teacher per day per school except where administrative approval for more than one teacher has been granted. Employees using this leave shall give 24 hour advance notice to the site administrator. Employees may request additional "No Tell" days from their site administrator. Any denial of additional days may be appealed to the Superintendent or designee.

11.7 Sick Leave-

11.7.1 Purpose

~~The purpose of sick leave shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury, pregnancy disability or quarantine.~~

11.7.1 Purpose

The purpose of sick leave shall be for: (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Sections 230(c) and 230.1(a).

Article 14-Class size and overage-

14.1.1 The allocation ratio of teachers to regular program pupils in the district shall not exceed 1 to 31: in split level classes which exceed a 28:1 ratio for ten (10) consecutive school days. ~~the teacher will be provided with at least a three hour classroom aide or a \$1,500 prorated stipend to~~

~~be decided by the unit member.~~ In the K-6 elementary setting non-tenured teachers will be provided with a 3 hour classroom aide. Tenured teachers will be provided with a three hour classroom aide or a prorated stipend that is equivalent to the salary of the 3 hour classroom aide (\$8,000) to be decided by the unit member.

14.4.1.2 Redistribution of pupils

Teachers who have classes which exceed the maximum, for ten (10) consecutive days shall be paid the agreed rate per pupil per period at all grade levels.

~~K-2nd - 4 graded courses = \$1.56 per course~~ ~~Daily = \$6.24~~

~~3rd - 6th - 6 graded courses = \$1.04 per course~~ ~~Daily = \$6.24~~

K 3 graded courses = \$2.08 per course Daily = \$6.24

1st - 6th 5 graded courses = \$1.25 per course Daily = \$6.25

Middle School-

6th - 8th - \$1.25 per pupil per period

Article 29-Medigap

~~The District will contribute \$60,000 annually, beginning 2007-2008, to fund a Medi-Gap program for teachers. The District and WUTA will form a sub-committee to write the language which will then be approved by WUTA and the District. The program will start once there are enough funds to pay for it. The District's \$60,000 annual contribution to fund the MediGap program for teachers will be redistributed and added to the health benefits cap. The District's \$60,000 contribution will be distributed to current teachers and participating retirees to add an additional \$133.32 annual contribution, thereby raising the current monthly contribution from \$1,132.27 to the new cap of \$1,143.38. This permanent increase will replace the previous annual \$60,000 MediGap contribution. Article 29 will be removed from future contracts.~~

Article 30

ANNUAL STIPENDS

~~\$1500.00~~ \$1,750 will be given to Special Education teachers who have met the following requirements:

- Hold the appropriate preliminary or clear special education credential
- Teach in a special education position
- Highly qualified teacher ~~(if required for assignment)~~
- CLAD or its equivalent ~~(if required for assignment)~~

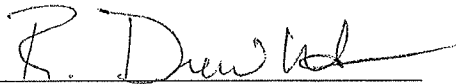
Those meeting the criteria after the school year has started will receive a pro-rated amount.

Other items-

Calendar-Attachments

2019-2020

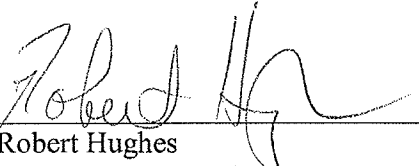
2020-2021



Drew Warden
WUTA Chief Negotiator

5-18-18

Date



Robert Hughes
Deputy Superintendent

5-18-18

Date

**Los Angeles County Office of Education
Business Advisory Services**

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Westside Union School District
Name of Bargaining Unit: California School Employees Association (CSEA)
Certificated, Classified, Other: Classified Non-Management, excluding Unrepresented

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
(date) (date)

The Governing Board will act upon this agreement on: June 26, 2018
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Bargaining Unit Compensation All Funds - Combined | | Annual Cost Prior to Proposed Settlement | Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only) | | |
|--|---------------|---|---|--|-------------------------------|
| | | | Year 1 Increase/(Decrease) | Year 2 Increase/(Decrease) | Year 3 Increase/(Decrease) |
| | | | 2017-18 | 2018-19 | 2019-20 |
| 1. Salary Schedule Including Step and Column | \$ 12,446,938 | \$ - | \$ 236,078 | \$ 241,548 | |
| | | 0.00% | 1.90% | 1.90% | |
| 2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 612,007 | \$ - | \$ 312,285 | \$ 313,090 | |
| | | 0.00% | 51.03% | 33.87% | |
| Description of Other Compensation | | | Stipends/Extra-Duty; Off-Schedule Bonus | Stipends/Extra-Duty; Off-Schedule Bonus | |
| 3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 2,892,296 | \$ - | \$ 68,123 | \$ 68,707 | |
| | | 0.00% | 2.36% | 2.32% | |
| 4. Health/Welfare Plans | \$ 1,480,706 | \$ - | \$ - | | |
| | | 0.00% | 0.00% | 0.00% | |
| 5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5 | \$ 17,431,947 | \$ - | \$ 616,486 | \$ 623,345 | |
| | | 0.00% | 3.54% | 3.45% | |
| 6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate) | | 357.66 | | | |
| 7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee | \$ 48,739 | \$ - | \$ 1,724 | \$ 1,743 | |
| | | 0.00% | 3.54% | 3.45% | |

Westside Union School District
California School Employees Association (CSEA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

For 2018-19, the negotiated percentage increase to the CSEA salary schedules is 2.00%, and a one-time OFF-schedule 2% compensation, calculated on actual earnings from 7/1/18-10/31/18 paid in Dec. 2018 and a one-time OFF-schedule 2.286% compensation, calculated on actual earnings from 11/1/18-5/31/19 paid in June 2019. For 2019-20, the negotiated percentage increase to the CSEA salary schedules is 2.00%, and a one-time OFF-schedule 2% compensation, calculated on actual earnings from 7/1/19-10/31/19 paid in Dec. 2019 and a one-time OFF-schedule 2.286% compensation, calculated on actual earnings from 11/1/19-5/31/20 paid in June 2020. Mid-year hires will be paid on a pro-rate basis.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary.

Unit Members must meet the following employment eligibility to receive the one-time off-schedule compensation: Employed as of 10/31/18 to receive the Dec. 2018 payment; Employed as of 5/31/19 to receive the June 2019 payment; Employed as of 10/31/19 to receive the Dec. 2019 payment; Employed as of 5/31/20 to receive the June 2020 payment. In addition, Clerk I, Tech Assistants will move from a 218 day calendar to a 238 day calendar and Child Nutrition Managers will move from a 206 day calendar to a 208 day calendar.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

The District has a Classified Association Member Annual CAP of \$13,266.60 for health & welfare benefits for those employed full-time.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Westside Union School District
California School Employees Association (CSEA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

F. Source of Funding for Proposed Agreement:

1. Current Year

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Increased LCFF (both Base Grant and Supplemental Grant) Funding, COLA dollars, Ending Fund Balance and decreased Supplemental Grant expenses.

11.0.2 Temporary Modified/Light Duty Program – See 11.2 Return to Service After Industrial Accident or Illness/Sick Leave.

11.1 SICK LEAVE

11.1.1 Purpose

The purpose of sick leave utilization shall be for any **of the following reasons:** ~~physical and mental disability absences that are medically necessary and caused by illness, injury, maternity disability, or quarantine.~~

11.1.1.1 Accident or illness, or by quarantine that results from contact with other persons having a contagious disease during the employee's performance of his/her duties;

11.1.1.2 Pregnancy, childbirth, and recovery;

11.1.1.3 Personal necessity -See 11.3;

11.1.1.4 Medical or dental appointments, in increments of not less than one (1) hour without immediate supervisor approval;

11.1.1.5 Industrial accident or illness when leave granted specifically for that purpose has been exhausted;

11.1.1.6 Need of the employee or his/her family member, as defined in California Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventative care; and

11.1.1.7 Need of the employee to seek or obtain any relief or medical attention specified in California Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking. See 11.12

11.1.1.1 Pregnancy Notification

11.1.1.1.1 Not later than the sixth (6th) month of pregnancy, such unit member shall provide the District with a written statement from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities, and indicating the estimated date of birth. The employee shall provide at least thirty (30) days advanced notice to District Human Resources of the need for leave related to pregnancy, if such notice is reasonably foreseeable.

Tentative Agreement
California School Employees Association
and its Westside Chapter #398
June 4, 2018
Reopeners 2018-2019

By this Tentative Agreement ("T.A."), the Parties agree that:

1. The current collective bargaining agreement ("CBA"), effective from July 1, 2016 to June 30, 2019, shall be terminated on June 30, 2018;
2. Except as modified by this T.A., the terms and conditions of the CBA are hereby renewed to be effective for the period from July 1, 2018 to June 30, 2020.
3. Except as stated above, this T.A. represents the exhaustion of the Parties' obligation to negotiate over the terms of the 2018-20 CBA, and the contract is closed. Contract negotiations over the 2018-20 CBA may only be reopened by mutual agreement of the Parties.

Article VII-Salary

2018-19

The base salary schedule for the 2018-19 school year shall increase by 2.0 percent effective July 1, 2018.

A one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.

2019-20

The base salary schedule for the 2019-2020 school year shall increase by 2.0 percent effective July 1, 2019.

A one-time 2% compensation calculated on actual earnings from July 1, 2019 through October 31, 2019 will be paid to each employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019 through May 31, 2020 will be paid to each employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.

For the remainder of the 2017-2018 school year Clerk I, Tech Assistants will transition from their current calendar of 218 days to the 238 day calendar. This will result in 12 additional days for the 2017-2018 school year. The following days will be considered work days for this group: June 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28 & 29. Effective July 1, 2018, this group will follow the agreed upon calendar for 238 day employees.

Effective July 1, 2018, Child Nutrition Managers working a 206 day calendar will be increased to a 208 day calendar. All Child Nutrition bargaining unit members will be given one (1) additional day for professional development to be determined by the District.

ARTICLE XI: LEAVES

11.0.1 Procedure

Unless incapacitated, an employee who has sustained a job related injury or illness shall report the injury on a District approved accident report form within twenty-four (24) hours to the immediate supervisor ~~or as soon as is reasonably possible.~~

11.0.1.1 ~~Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation. Payment for wages lost on any day shall not, when added to an award granted to the employee under the workers' compensation laws of this state, exceed the normal wage for the day.~~

11.0.1.2 ~~When sick leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from workers' compensation, as provided in this section, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under California Education Code 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving workers' compensation the employee shall be entitled to use only so much of his or her accumulated or available sick leave, accumulated compensating time, vacation or other available leave that, when added to the workers' compensation award, provide for a full day's wage or salary.~~

11.1.1.1.2 Continuance on Active Duty

~~The unit member shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy, provided that she can and does continue to perform the full duties and responsibilities of her position.~~ **The unit member shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy.**

11.1.2 Procedures

An employee exercising this leave of absence provision shall notify the immediate supervisor of their need to be absent from service as soon as known, but in no event later than ~~reasonable~~ **reasonably possible and notice** necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

11.1.3 Transfer of Accumulated Sick Leave

An employee, upon initial employment, who has been an employee of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer their accumulated sick leave if transferred within one (1) year of the date of the termination from the previous California public school employer. **However, if the employee is terminated for cause, the transfer of accumulated leave shall be made only if approved by the Governing Board of the terminating District.**

11.2.2.1

Prior to returning to work, the unit member will participate in a conference with a Human Resource/Risk Management administrator, the supervisor, the program coordinator and/or other assigned administrator to discuss the physician's statement and determine whether the unit member can **be reasonably accommodated** assigned to (1) return to the regular job within restrictions; (2) ~~return to the regular job with modifications; or (3) be provided with work in another department or site within the district with restrictions.~~ The District shall schedule this meeting, and a union representative may represent the employee at such a meeting, if the employee so requests. The union representative shall not be granted additional release time to attend this meeting. **The unit member will accept modified/light duty assignments offered to him/her within the restrictions identified by the examining physician(s). If the unit member refuses to work in the temporary, modified assignment, no temporary disability payments are payable, and sick leave and other leaves will be subject to approval by the superintendent or designee.**

11.6 FAMILY CARE LEAVE

- 11.10.1 **The District shall grant unpaid Family Care Leave and Medical Leave pursuant to 29 United States Code section 2611, et seq. and California Government Code Section 12945.2** ~~for situations not covered by other leave provisions of this Agreement when such leave does not constitute an undue hardship upon District operation,~~ subject to the following:

11.7 CATASTROPHIC SICK LEAVE

11.11.1 Eligibility

All bargaining unit members that have filled a permanent position within the unit for at least one year shall be eligible to both receive and to donate sick leave as provided within this article within the following guidelines:

- 1) Catastrophic leave may not be used to extend sick leave balances which will be used for industrial injury or accident;
- 2) The donating member is only eligible to donate if **his/her** accrued sick leave is not less than one year.

11.11.2 Procedure

- 11.11.2.1 The unit member needing sick leave (or their representative) shall apply to the Payroll Department with the required form attached as an appendix. **The maximum number of days per request shall not exceed twenty (20) work days. If additional days are required, the member or representative shall submit an additional request form within five (5) working days prior to exhausting donated sick leave.** The District, after verifying the catastrophic illness or injury, will notify all unit members of the request.

11.16 PARENTAL LEAVE (CALIFORNIA EDUCATION CODE SECTION 45196.1):

- 11.16.1 A unit member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of a child by the unit member ("parental leave") for a period of 12-workweeks in a 12-month period.**

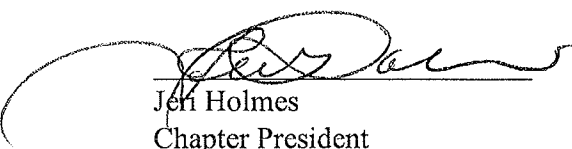
- 11.16.2 When a unit member has exhausted all available sick leave, and continues**

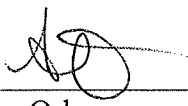
to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA", Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of 12-workweeks of parental leave.

11.16.3 A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

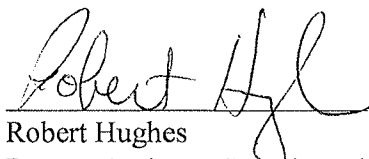
11.16.4 Parental leave under this section shall run consecutively with CFRA leave and a unit member will receive one 12-workweek period for parental leave during a 12-month period.

FOR THE ASSOCIATION:


Jeri Holmes
Chapter President
Chapter #398


Anna Osborn
Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:


Robert Hughes
Deputy Assistant Superintendent
Westside Union School District

**Los Angeles County Office of Education
Business Advisory Services**

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

| | |
|----------------------------------|---|
| Name of School District: | Westside Union School District |
| Name of Bargaining Unit: | Confidential, Management, Non-Respresented Classified |
| Certificated, Classified, Other: | Confidential, Management, Non-Respresented Classified |

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
(date) (date)

The Governing Board will act upon this agreement on: June 26, 2018
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Bargaining Unit Compensation | | Fiscal Impact of Proposed Agreement | | | |
|--|--|--|--|--|--|
| | | (Complete Years 2 and 3 for multiyear and overlapping agreements only) | | | |
| | | Annual Cost Prior to Proposed Settlement | Year 1 Increase/(Decrease) 2017-18 | Year 2 Increase/(Decrease) 2018-19 | Year 3 Increase/(Decrease) 2019-20 |
| 1. Salary Schedule Including Step and Column | | \$ 8,673,788 | \$ - | \$ 173,513 | \$ 176,732 |
| | | | 0.00% | 2.00% | 2.00% |
| 2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | | \$ 131,015 | \$ - | \$ 181,472 | \$ 182,681 |
| | | | 0.00% | 138.51% | 58.46% |
| Description of Other Compensation | | | | Stipends/Extra-Duty; Off-Schedule Bonus | Stipends/Extra-Duty; Off-Schedule Bonus |
| 3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | | \$ 2,260,931 | \$ - | \$ 70,145 | \$ 76,712 |
| | | | 0.00% | 3.10% | 3.29% |
| 4. Health/Welfare Plans | | \$ 1,046,806 | \$ - | \$ - | \$ - |
| | | | 0.00% | 0.00% | 0.00% |
| 5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5 | | \$ 12,112,540 | \$ - | \$ 425,130 | \$ 436,125 |
| | | | 0.00% | 3.51% | 3.48% |
| 6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate) | | 93.12 | | | |
| 7. Total Compensation Average Cost per Bargaining Unit Employee | | \$ 130,075 | \$ - | \$ 4,565 | \$ 4,683 |
| | | | 0.00% | 3.51% | 3.48% |

Westside Union School District
Confidential, Management, Non-Represented Classified

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

For 2018-19, the negotiated percentage increase to the Management, Confidential and Non-Represented Classified salary schedules is 2.00%, and a one-time OFF-schedule 2% compensation, calculated on actual earnings from 7/1/18-10/31/18 paid in Dec. 2018 and a one-time OFF-schedule 2.286% compensation, calculated on actual earnings from 11/1/18-5/31/19 paid in June 2019. For 2019-20, the negotiated percentage increase to the Management, Confidential and Non-Represented Classified salary schedules is 2.00%, and a one-time OFF-schedule 2% compensation, calculated on actual earnings from 7/1/19-10/31/19 paid in Dec. 2019 and a one-time OFF-schedule 2.286% compensation, calculated on actual earnings from 11/1/19-5/31/20 paid in June 2020. Mid-year hires will be paid on a pro-rate basis.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary.

Confidential, Management and Non-Represented Classified employees must meet the following employment eligibility to receive the one-time off-schedule compensation: Employed as of 10/31/18 to receive the Dec. 2018 payment; Employed as of 5/31/19 to receive the June 2019 payment; Employed as of 10/31/19 to receive the Dec. 2019 payment; Employed as of 5/31/20 to receive the June 2020 payment.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

The District has a Confidential, Management and Non-Represented Classified employee Annual CAP of \$13,071.72 for health & welfare benefits for those employed full-time.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

F. Source of Funding for Proposed Agreement:

1. Current Year

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Increased LCFF (both Base Grant and Supplemental Grant) Funding, COLA dollars, Ending Fund Balance and decreased Supplemental Grant expenses.

**Los Angeles County Office of Education
Business Advisory Services**

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Westside Union School District
Name of Bargaining Unit: Combined
Certificated, Classified, Other: all

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2020 (date)

The Governing Board will act upon this agreement on: June 26, 2018 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Bargaining Unit Compensation All Funds - Combined | | Annual Cost Prior to Proposed Settlement | Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only) | | |
|--|--|---|---|--|--|
| | | | Year 1 Increase/(Decrease) 2017-18 | Year 2 Increase/(Decrease) 2018-19 | Year 3 Increase/(Decrease) 2019-20 |
| | | | | | |
| 1. | Salary Schedule Including Step and Column | \$ 53,720,388 | \$ - | \$ 1,070,132 | \$ 1,092,032 |
| | | | 0.00% | 1.99% | 1.99% |
| 2. | Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 3,280,140 | \$ - | \$ 1,197,019 | \$ 1,203,203 |
| | | | 0.00% | 36.49% | 26.87% |
| | Description of Other Compensation | | | Stipends/Extra-Duty/ Off-Schedule Bonus | Stipends/Extra-Duty/ Off-Schedule Bonus |
| 3. | Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 14,708,311 | \$ - | \$ 413,666 | \$ 453,970 |
| | | | 0.00% | 2.81% | 3.00% |
| 4. | Health/Welfare Plans | \$ 8,241,342 | \$ - | \$ 60,000 | \$ 60,000 |
| | | | 0.00% | 0.73% | 0.72% |
| 5. | Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5 | \$ 79,950,181 | \$ - | \$ 2,740,817 | \$ 2,809,205 |
| | | | 0.00% | 3.43% | 3.40% |
| 6. | Total Number of Bargaining Unit Employees (Use FTEs if appropriate) | 874.78 | | | |
| 7. | Total Compensation <u>Average</u> Cost per Bargaining Unit Employee | \$ 91,395 | \$ - | \$ 3,133 | \$ 3,211 |
| | | | 0.00% | 3.43% | 3.40% |

Westside Union School District
Combined

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☐ No ☐

If yes, please describe the cap amount.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Westside Union School District
Combined

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

F. Source of Funding for Proposed Agreement:

1. Current Year

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

Combined

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Revenue 8010-8099 | \$ 73,691,282 | | \$ - | \$ 73,691,282 |
| Federal Revenue 8100-8299 | \$ 203,206 | | \$ - | \$ 203,206 |
| Other State Revenue 8300-8599 | \$ 2,976,509 | | \$ - | \$ 2,976,509 |
| Other Local Revenue 8600-8799 | \$ 731,532 | | \$ - | \$ 731,532 |
| TOTAL REVENUES | \$ 77,602,529 | | \$ - | \$ 77,602,529 |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ 33,835,433 | \$ - | \$ - | \$ 33,835,433 |
| Classified Salaries 2000-2999 | \$ 7,935,460 | \$ - | \$ - | \$ 7,935,460 |
| Employee Benefits 3000-3999 | \$ 14,575,720 | \$ - | \$ - | \$ 14,575,720 |
| Books and Supplies 4000-4999 | \$ 1,060,379 | | \$ - | \$ 1,060,379 |
| Services and Other Operating Expenditures 5000-5999 | \$ 7,548,730 | | \$ - | \$ 7,548,730 |
| Capital Outlay 6000-6999 | \$ 149,127 | | \$ - | \$ 149,127 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ 242,488 | | \$ - | \$ 242,488 |
| Transfers of Indirect Costs 7300-7399 | \$ (1,016,487) | | \$ - | \$ (1,016,487) |
| TOTAL EXPENDITURES | \$ 64,330,850 | \$ - | \$ - | \$ 64,330,850 |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| Contributions 8980-8999 | \$ (14,114,161) | \$ - | \$ - | \$ (14,114,161) |
| OPERATING SURPLUS (DEFICIT)* | \$ (842,482) | \$ - | \$ - | \$ (842,482) |
| BEGINNING FUND BALANCE 9791 | \$ 13,738,093 | | | \$ 13,738,093 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 12,895,611 | \$ - | \$ - | \$ 12,895,611 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ 35,000 | \$ - | \$ - | \$ 35,000 |
| Restricted 9740 | | | | |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ 4,095,325 | \$ - | \$ - | \$ 4,095,325 |
| Reserve for Economic Uncertainties 9789 | \$ 2,726,386 | \$ - | \$ - | \$ 2,726,386 |
| Unassigned/Unappropriated Amount 9790 | \$ 6,038,900 | \$ - | \$ - | \$ 6,038,900 |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

| Bargaining Unit: | | Restricted General Fund Combined | | | |
|---|------------------------|--|--|--|--|
| Object Code | | Column 1 Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Column 2 Adjustments as a Result of Settlement (compensation) | Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Column 4 Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | | |
| LCFF Revenue | 8010-8099 | \$ - | | \$ - | \$ - |
| Federal Revenue | 8100-8299 | \$ 2,432,257 | | \$ - | \$ 2,432,257 |
| Other State Revenue | 8300-8599 | \$ 4,119,957 | | \$ - | \$ 4,119,957 |
| Other Local Revenue | 8600-8799 | \$ 5,022,786 | | \$ - | \$ 5,022,786 |
| TOTAL REVENUES | | \$ 11,575,000 | | \$ - | \$ 11,575,000 |
| EXPENDITURES | | | | | |
| Certificated Salaries | 1000-1999 | \$ 6,799,126 | \$ - | \$ - | \$ 6,799,126 |
| Classified Salaries | 2000-2999 | \$ 5,206,887 | \$ - | \$ - | \$ 5,206,887 |
| Employee Benefits | 3000-3999 | \$ 6,406,561 | \$ - | \$ - | \$ 6,406,561 |
| Books and Supplies | 4000-4999 | \$ 2,605,232 | | \$ - | \$ 2,605,232 |
| Services and Other Operating Expenditures | 5000-5999 | \$ 2,324,390 | | \$ - | \$ 2,324,390 |
| Capital Outlay | 6000-6999 | \$ 1,801,681 | | \$ - | \$ 1,801,681 |
| Other Outgo (excluding Indirect Costs) | 7100-7299 7400-7499 | \$ 510,375 | | \$ - | \$ 510,375 |
| Transfers of Indirect Costs | 7300-7399 | \$ 894,368 | | \$ - | \$ 894,368 |
| TOTAL EXPENDITURES | | \$ 26,548,620 | \$ - | \$ - | \$ 26,548,620 |
| OTHER FINANCING SOURCES/USES | | | | | |
| Transfers In and Other Sources | 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses | 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| Contributions | 8980-8999 | \$ 14,114,161 | \$ - | \$ - | \$ 14,114,161 |
| OPERATING SURPLUS (DEFICIT)* | | \$ (859,459) | \$ - | \$ - | \$ (859,459) |
| BEGINNING FUND BALANCE | | | | | |
| | 9791 | \$ 4,363,851 | | | \$ 4,363,851 |
| Audit Adjustments/Other Restatements | 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | | \$ 3,504,392 | \$ - | \$ - | \$ 3,504,392 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | | |
| Nonspendable | 9711-9719 | \$ - | \$ - | \$ - | \$ - |
| Restricted | 9740 | \$ 3,504,392 | \$ - | \$ - | \$ 3,504,392 |
| Committed | 9750-9760 | | | | |
| Assigned Amounts | 9780 | | | | |
| Reserve for Economic Uncertainties | 9789 | \$ - | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount | 9790 | \$ 0 | \$ - | \$ - | \$ 0 |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

Combined

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Revenue 8010-8099 | \$ 73,691,282 | | \$ - | \$ 73,691,282 |
| Federal Revenue 8100-8299 | \$ 2,635,463 | | \$ - | \$ 2,635,463 |
| Other State Revenue 8300-8599 | \$ 7,096,466 | | \$ - | \$ 7,096,466 |
| Other Local Revenue 8600-8799 | \$ 5,754,318 | | \$ - | \$ 5,754,318 |
| TOTAL REVENUES | \$ 89,177,529 | | \$ - | \$ 89,177,529 |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ 40,634,559 | \$ - | \$ - | \$ 40,634,559 |
| Classified Salaries 2000-2999 | \$ 13,142,347 | \$ - | \$ - | \$ 13,142,347 |
| Employee Benefits 3000-3999 | \$ 20,982,281 | \$ - | \$ - | \$ 20,982,281 |
| Books and Supplies 4000-4999 | \$ 3,665,611 | | \$ - | \$ 3,665,611 |
| Services and Other Operating Expenditures 5000-5999 | \$ 9,873,120 | | \$ - | \$ 9,873,120 |
| Capital Outlay 6000-6999 | \$ 1,950,808 | | \$ - | \$ 1,950,808 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ 752,863 | | \$ - | \$ 752,863 |
| Transfers of Indirect Costs 7300-7399 | \$ (122,119) | | \$ - | \$ (122,119) |
| TOTAL EXPENDITURES | \$ 90,879,470 | \$ - | \$ - | \$ 90,879,470 |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfer In and Other Sources 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| Contributions 8980-8999 | \$ - | \$ - | \$ - | \$ - |
| OPERATING SURPLUS (DEFICIT)* | \$ (1,701,941) | \$ - | \$ - | \$ (1,701,941) |
| BEGINNING FUND BALANCE | | | | |
| Audit Adjustments/Other Restatements 9791 | \$ 18,101,944 | | | \$ 18,101,944 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 16,400,003 | \$ - | \$ - | \$ 16,400,003 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ 35,000 | \$ - | \$ - | \$ 35,000 |
| Restricted 9740 | \$ 3,504,392 | \$ - | \$ - | \$ 3,504,392 |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ 4,095,325 | \$ - | \$ - | \$ 4,095,325 |
| Reserve for Economic Uncertainties 9789 | \$ 2,726,386 | \$ - | \$ - | \$ 2,726,386 |
| Unassigned/Unappropriated Amount 9790 | \$ 6,038,900 | \$ - | \$ - | \$ 6,038,900 |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

Combined

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of _____) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Federal Revenue 8100-8299 | \$ - | | \$ - | \$ - |
| Other State Revenue 8300-8599 | \$ - | | \$ - | \$ - |
| Other Local Revenue 8600-8799 | \$ - | | \$ - | \$ - |
| TOTAL REVENUES | \$ - | | \$ - | \$ - |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ - | \$ - | \$ - | \$ - |
| Classified Salaries 2000-2999 | \$ - | \$ - | \$ - | \$ - |
| Employee Benefits 3000-3999 | \$ - | \$ - | \$ - | \$ - |
| Books and Supplies 4000-4999 | \$ - | | \$ - | \$ - |
| Services and Other Operating Expenditures 5000-5999 | \$ - | | \$ - | \$ - |
| Capital Outlay 6000-6999 | \$ - | | \$ - | \$ - |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ - | | \$ - | \$ - |
| Transfers of Indirect Costs 7300-7399 | \$ - | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ - | \$ - | \$ - | \$ - |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| OPERATING SURPLUS (DEFICIT)* | \$ - | \$ - | \$ - | \$ - |
| BEGINNING FUND BALANCE | | | | |
| 9791 | \$ - | | | \$ - |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ - | \$ - | \$ - | \$ - |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ - | \$ - | \$ - | \$ - |
| Restricted 9740 | \$ - | \$ - | \$ - | \$ - |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ - | \$ - | \$ - | \$ - |
| Reserve for Economic Uncertainties 9789 | \$ - | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount 9790 | \$ - | \$ - | \$ - | \$ - |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement
Westside Union School District

Page 4e

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

Combined

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Federal Revenue 8100-8299 | \$ - | | \$ - | \$ - |
| Other State Revenue 8300-8599 | \$ - | | \$ - | \$ - |
| Other Local Revenue 8600-8799 | \$ - | | \$ - | \$ - |
| TOTAL REVENUES | \$ - | | \$ - | \$ - |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ - | \$ - | \$ - | \$ - |
| Classified Salaries 2000-2999 | \$ - | \$ - | \$ - | \$ - |
| Employee Benefits 3000-3999 | \$ - | \$ - | \$ - | \$ - |
| Books and Supplies 4000-4999 | \$ - | | \$ - | \$ - |
| Services and Other Operating Expenditures 5000-5999 | \$ - | | \$ - | \$ - |
| Capital Outlay 6000-6999 | \$ - | | \$ - | \$ - |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ - | | \$ - | \$ - |
| Transfers of Indirect Costs 7300-7399 | \$ - | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ - | \$ - | \$ - | \$ - |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| OPERATING SURPLUS (DEFICIT)* | \$ - | \$ - | \$ - | \$ - |
| BEGINNING FUND BALANCE | | | | |
| 9791 | \$ - | | | \$ - |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ - | \$ - | \$ - | \$ - |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ - | \$ - | \$ - | \$ - |
| Restricted 9740 | \$ - | \$ - | \$ - | \$ - |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ - | \$ - | \$ - | \$ - |
| Reserve for Economic Uncertainties 9789 | \$ - | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount 9790 | \$ - | \$ - | \$ - | \$ - |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services
Revised 7/11/17

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

Combined

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Revenue 8010-8099 | \$ - | | \$ - | \$ - |
| Federal Revenue 8100-8299 | \$ 1,590,000 | | \$ - | \$ 1,590,000 |
| Other State Revenue 8300-8599 | \$ 113,000 | | \$ - | \$ 113,000 |
| Other Local Revenue 8600-8799 | \$ 760,276 | | \$ - | \$ 760,276 |
| TOTAL REVENUES | \$ 2,463,276 | | \$ - | \$ 2,463,276 |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ - | \$ - | \$ - | \$ - |
| Classified Salaries 2000-2999 | \$ 985,758 | \$ - | \$ - | \$ 985,758 |
| Employee Benefits 3000-3999 | \$ 313,542 | \$ - | \$ - | \$ 313,542 |
| Books and Supplies 4000-4999 | \$ 1,136,145 | | \$ - | \$ 1,136,145 |
| Services and Other Operating Expenditures 5000-5999 | \$ 52,258 | | \$ - | \$ 52,258 |
| Capital Outlay 6000-6999 | \$ 14,750 | | \$ - | \$ 14,750 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ - | | \$ - | \$ - |
| Transfers of Indirect Costs 7300-7399 | \$ 122,119 | | \$ - | \$ 122,119 |
| TOTAL EXPENDITURES | \$ 2,624,572 | \$ - | \$ - | \$ 2,624,572 |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| OPERATING SURPLUS (DEFICIT)* | \$ (161,296) | \$ - | \$ - | \$ (161,296) |
| BEGINNING FUND BALANCE | | | | |
| 9791 | \$ 3,475,739 | | | \$ 3,475,739 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ 58,874 | | | \$ 58,874 |
| ENDING FUND BALANCE | \$ 3,373,316 | \$ - | \$ - | \$ 3,373,316 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ - | \$ - | \$ - | \$ - |
| Restricted 9740 | \$ 3,373,316 | \$ - | \$ - | \$ 3,373,316 |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ - | \$ - | \$ - | \$ - |
| Reserve for Economic Uncertainties 9789 | \$ - | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount 9790 | \$ - | \$ - | \$ - | \$ - |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 25 - Capital Facilities Fund**
 Bargaining Unit: **Combined**

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Federal Revenue 8100-8299 | \$ - | | \$ - | \$ - |
| Other State Revenue 8300-8599 | \$ - | | \$ - | \$ - |
| Other Local Revenues 8600-8799 | \$ 553,605 | | \$ - | \$ 553,605 |
| TOTAL REVENUES | \$ 553,605 | | \$ - | \$ 553,605 |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ - | \$ - | \$ - | \$ - |
| Classified Salaries 2000-2999 | \$ 13,899 | \$ - | \$ - | \$ 13,899 |
| Employee Benefits 3000-3999 | \$ 5,499 | \$ - | \$ - | \$ 5,499 |
| Books and Supplies 4000-4999 | \$ 150 | | \$ - | \$ 150 |
| Services and Other Operating Expenditures 5000-5999 | \$ 259,272 | | \$ - | \$ 259,272 |
| Capital Outlay 6000-6999 | \$ 285,485 | | \$ - | \$ 285,485 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ 27,451 | | \$ - | \$ 27,451 |
| Transfers of Indirect Costs 7300-7399 | \$ - | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 591,756 | \$ - | \$ - | \$ 591,756 |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - | \$ - |
| OPERATING SURPLUS (DEFICIT)* | \$ (38,151) | \$ - | \$ - | \$ (38,151) |
| BEGINNING FUND BALANCE | | | | |
| 9791 | \$ 1,606,621 | | | \$ 1,606,621 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 1,568,470 | \$ - | \$ - | \$ 1,568,470 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ - | \$ - | \$ - | \$ - |
| Restricted 9740 | \$ 1,568,470 | \$ - | \$ - | \$ 1,568,470 |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ - | \$ - | \$ - | \$ - |
| Reserve for Economic Uncertainties 9789 | \$ - | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount 9790 | \$ - | \$ - | \$ - | \$ - |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Westside Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 49 - Capital Project Fund for Blended Component Units**
 Bargaining Unit: **Combined**

| Object Code | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|--|--|
| | Latest Board- Approved Budget Before Settlement (As of 6/26/18) | Adjustments as a Result of Settlement (compensation) | Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i | Total Revised Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Federal Revenue 8100-8299 | \$ - | | \$ - | \$ - |
| Other State Revenue 8300-8599 | \$ - | | \$ - | \$ - |
| Other Local Revenue 8600-8799 | \$ 72,545 | | \$ - | \$ 72,545 |
| TOTAL REVENUES | \$ 72,545 | | \$ - | \$ 72,545 |
| EXPENDITURES | | | | |
| Certificated Salaries 1000-1999 | \$ - | \$ - | \$ - | \$ - |
| Classified Salaries 2000-2999 | \$ 26,067 | \$ - | \$ - | \$ 26,067 |
| Employee Benefits 3000-3999 | \$ 10,657 | \$ - | \$ - | \$ 10,657 |
| Books and Supplies 4000-4999 | \$ - | | \$ - | \$ - |
| Services and Other Operating Expenditures 5000-5999 | \$ 17,444 | | \$ - | \$ 17,444 |
| Capital Outlay 6000-6999 | \$ 147,029 | | \$ - | \$ 147,029 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ - | | \$ - | \$ - |
| Transfers of Indirect Costs 7300-7399 | \$ - | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 201,197 | \$ - | \$ - | \$ 201,197 |
| OTHER FINANCING SOURCES/USES | | | | |
| Transfers In and Other Sources 8900-8979 | \$ 175,000 | \$ - | \$ - | \$ 175,000 |
| Transfers Out and Other Uses 7600-7699 | \$ 1,261,460 | \$ - | \$ - | \$ 1,261,460 |
| OPERATING SURPLUS (DEFICIT)* | \$ (1,215,112) | \$ - | \$ - | \$ (1,215,112) |
| BEGINNING FUND BALANCE 9791 | \$ 2,983,926 | | | \$ 2,983,926 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | | \$ - |
| ENDING FUND BALANCE | \$ 1,768,814 | \$ - | \$ - | \$ 1,768,814 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable 9711-9719 | \$ - | \$ - | \$ - | \$ - |
| Restricted 9740 | \$ 1,588,784 | \$ - | \$ - | \$ 1,588,784 |
| Committed 9750-9760 | \$ - | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ 180,030 | \$ - | \$ - | \$ 180,030 |
| Reserve for Economic Uncertainties 9789 | \$ - | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount 9790 | \$ - | \$ - | \$ - | \$ - |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Page 4i

Westside Union School District

Combined

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

| | | |
|---|--------|---|
| Page 4a: Unrestricted General Fund | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |
| Page 4b: Restricted General Fund | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |
| Page 4d: Fund 11 - Adult Education Fund | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |
| Page 4e: Fund 12 - Child Development Fund | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |
| Page 4f: Fund 13/61 - Cafeteria Fund | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |
| Page 4g: Other | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |
| Page 4h: Other | Amount | E |
| Revenues | \$ - | |
| Expenditures | \$ - | |
| Other Financing Sources/Uses | \$ - | |

Additional Comments:

Westside Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

Combined

| Object Code | 2017-18 | 2018-19 | 2019-20 |
|---|---------------------------------------|--|---|
| | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| REVENUES | | | |
| LCFF Revenue 8010-8099 | \$ 73,691,282 | \$ 78,858,727 | \$ 81,016,474 |
| Federal Revenue 8100-8299 | \$ 203,206 | \$ - | \$ - |
| Other State Revenue 8300-8599 | \$ 2,976,509 | \$ 4,767,757 | \$ 1,653,181 |
| Other Local Revenue 8600-8799 | \$ 731,532 | \$ 608,196 | \$ 608,196 |
| TOTAL REVENUES | \$ 77,602,529 | \$ 84,234,680 | \$ 83,277,851 |
| EXPENDITURES | | | |
| Certificated Salaries 1000-1999 | \$ 33,835,433 | \$ 36,256,291 | \$ 37,188,110 |
| Classified Salaries 2000-2999 | \$ 7,935,460 | \$ 8,491,280 | \$ 8,702,855 |
| Employee Benefits 3000-3999 | \$ 14,575,720 | \$ 16,152,475 | \$ 17,505,254 |
| Books and Supplies 4000-4999 | \$ 1,060,379 | \$ 1,327,188 | \$ 1,240,524 |
| Services and Other Operating Expenditures 5000-5999 | \$ 7,548,730 | \$ 7,416,161 | \$ 7,281,711 |
| Capital Outlay 6000-6999 | \$ 149,127 | \$ 117,562 | \$ 9,100 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ 242,488 | \$ 242,488 | \$ 242,488 |
| Transfers of Indirect Costs 7300-7399 | \$ (1,016,487) | \$ (1,103,757) | \$ (1,070,115) |
| Other Adjustments | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 64,330,850 | \$ 68,899,688 | \$ 71,099,927 |
| OTHER FINANCING SOURCES/USES | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - |
| Contributions 8980-8999 | \$ (14,114,161) | \$ (16,708,484) | \$ (16,926,284) |
| OPERATING SURPLUS (DEFICIT)* | \$ (842,482) | \$ (1,373,492) | \$ (4,748,360) |
| BEGINNING FUND BALANCE 9791 | \$ 13,738,093 | \$ 12,895,611 | \$ 11,522,119 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | |
| ENDING FUND BALANCE | \$ 12,895,611 | \$ 11,522,119 | \$ 6,773,759 |
| COMPONENTS OF ENDING FUND BALANCE: | | | |
| Nonspendable 9711-9719 | \$ 35,000 | \$ 35,000 | \$ 35,000 |
| Restricted 9740 | | | |
| Committed 9750-9760 | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ 4,095,325 | \$ 3,714,576 | \$ 600,000 |
| Reserve for Economic Uncertainties 9789 | \$ 2,726,386 | \$ 2,884,222 | \$ 2,934,916 |
| Unassigned/Unappropriated Amount 9790 | \$ 6,038,900 | \$ 4,888,321 | \$ 3,203,843 |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Westside Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

Combined

| Object Code | 2017-18 | 2018-19 | 2019-20 |
|---|---------------------------------------|--|---|
| | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| REVENUES | | | |
| LCFF Revenue 8010-8099 | \$ - | \$ - | \$ - |
| Federal Revenue 8100-8299 | \$ 2,432,257 | \$ 2,732,502 | \$ 2,740,207 |
| Other State Revenue 8300-8599 | \$ 4,119,957 | \$ 3,453,964 | \$ 3,453,964 |
| Other Local Revenue 8600-8799 | \$ 5,022,786 | \$ 4,841,333 | \$ 4,841,333 |
| TOTAL REVENUES | \$ 11,575,000 | \$ 11,027,799 | \$ 11,035,504 |
| EXPENDITURES | | | |
| Certificated Salaries 1000-1999 | \$ 6,799,126 | \$ 7,482,285 | \$ 7,465,560 |
| Classified Salaries 2000-2999 | \$ 5,206,887 | \$ 5,956,390 | \$ 5,888,667 |
| Employee Benefits 3000-3999 | \$ 6,406,561 | \$ 6,914,448 | \$ 7,051,240 |
| Books and Supplies 4000-4999 | \$ 2,605,232 | \$ 2,773,293 | \$ 2,505,394 |
| Services and Other Operating Expenditures 5000-5999 | \$ 2,324,390 | \$ 2,283,890 | \$ 2,242,112 |
| Capital Outlay 6000-6999 | \$ 1,801,681 | \$ 368,924 | \$ 123,680 |
| Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499 | \$ 510,375 | \$ 510,375 | \$ 510,375 |
| Transfers of Indirect Costs 7300-7399 | \$ 894,368 | \$ 951,379 | \$ 943,563 |
| Other Adjustments | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 26,548,620 | \$ 27,240,984 | \$ 26,730,591 |
| OTHER FINANCING SOURCES/USES | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - |
| Contributions 8980-8999 | \$ 14,114,161 | \$ 16,708,484 | \$ 16,926,284 |
| OPERATING SURPLUS (DEFICIT)* | \$ (859,459) | \$ 495,299 | \$ 1,231,197 |
| BEGINNING FUND BALANCE 9791 | \$ 4,363,851 | \$ 3,504,392 | \$ 3,999,691 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | |
| ENDING FUND BALANCE | \$ 3,504,392 | \$ 3,999,691 | \$ 5,230,888 |
| COMPONENTS OF ENDING FUND BALANCE: | | | |
| Nonspendable 9711-9719 | \$ - | \$ - | \$ - |
| Restricted 9740 | \$ 3,504,392 | \$ 3,999,691 | \$ 5,230,888 |
| Committed 9750-9760 | | | |
| Assigned 9780 | | | |
| Reserve for Economic Uncertainties 9789 | \$ - | \$ - | \$ - |
| Unassigned/Unappropriated Amount 9790 | \$ 0 | \$ - | \$ - |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Westside Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

Combined

| Object Code | 2017-18 | 2018-19 | 2019-20 |
|--|---------------------------------------|--|---|
| | Total Revised Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| REVENUES | | | |
| LCFF Revenue 8010-8099 | \$ 73,691,282 | \$ 78,858,727 | \$ 81,016,474 |
| Federal Revenue 8100-8299 | \$ 2,635,463 | \$ 2,732,502 | \$ 2,740,207 |
| Other State Revenue 8300-8599 | \$ 7,096,466 | \$ 8,221,721 | \$ 5,107,145 |
| Other Local Revenue 8600-8799 | \$ 5,754,318 | \$ 5,449,529 | \$ 5,449,529 |
| TOTAL REVENUES | \$ 89,177,529 | \$ 95,262,479 | \$ 94,313,355 |
| EXPENDITURES | | | |
| Certificated Salaries 1000-1999 | \$ 40,634,559 | \$ 43,738,576 | \$ 44,653,670 |
| Classified Salaries 2000-2999 | \$ 13,142,347 | \$ 14,447,670 | \$ 14,591,522 |
| Employee Benefits 3000-3999 | \$ 20,982,281 | \$ 23,066,923 | \$ 24,556,494 |
| Books and Supplies 4000-4999 | \$ 3,665,611 | \$ 4,100,481 | \$ 3,745,918 |
| Services and Other Operating Expenditures 5000-5999 | \$ 9,873,120 | \$ 9,700,051 | \$ 9,523,823 |
| Capital Outlay 6000-6999 | \$ 1,950,808 | \$ 486,486 | \$ 132,780 |
| Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499 | \$ 752,863 | \$ 752,863 | \$ 752,863 |
| Transfers of Indirect Costs 7300-7399 | \$ (122,119) | \$ (152,378) | \$ (126,552) |
| Other Adjustments | | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 90,879,470 | \$ 96,140,672 | \$ 97,830,518 |
| OTHER FINANCING SOURCES/USES | | | |
| Transfers In and Other Sources 8900-8979 | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses 7600-7699 | \$ - | \$ - | \$ - |
| Contributions 8980-8999 | \$ - | \$ - | \$ - |
| OPERATING SURPLUS (DEFICIT)* | \$ (1,701,941) | \$ (878,193) | \$ (3,517,163) |
| BEGINNING FUND BALANCE 9791 | \$ 18,101,944 | \$ 16,400,003 | \$ 15,521,810 |
| Audit Adjustments/Other Restatements 9793/9795 | \$ - | | |
| ENDING FUND BALANCE | \$ 16,400,003 | \$ 15,521,810 | \$ 12,004,647 |
| COMPONENTS OF ENDING FUND BALANCE: | | | |
| Nonspendable 9711-9719 | \$ 35,000 | \$ 35,000 | \$ 35,000 |
| Restricted 9740 | \$ 3,504,392 | \$ 3,999,691 | \$ 5,230,888 |
| Committed 9750-9760 | \$ - | \$ - | \$ - |
| Assigned 9780 | \$ 4,095,325 | \$ 3,714,576 | \$ 600,000 |
| Reserve for Economic Uncertainties 9789 | \$ 2,726,386 | \$ 2,884,222 | \$ 2,934,916 |
| Unassigned/Unappropriated Amount 9790 | \$ 6,038,900 | \$ 4,888,321 | \$ 3,203,843 |

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Westside Union School District
Combined**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

| | | 2017-18 | 2018-19 | 2019-20 |
|----|---|---------------|---------------|---------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) | \$ 90,879,470 | \$ 96,140,672 | \$ 97,830,518 |
| b. | Less: Special Education Pass-Through Funds | \$ - | \$ - | \$ - |
| c. | Net Expenditures, Transfers Out, and Uses | \$ 90,879,470 | \$ 96,140,672 | \$ 97,830,518 |
| d. | State Standard Minimum Reserve Percentage for this District Enter percentage → | 3.00% | 3.00% | 3.00% |
| e. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000) | \$ 2,726,384 | \$ 2,884,220 | \$ 2,934,916 |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

| | | | | |
|----|---|--------------|--------------|--------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789) | \$ 2,726,386 | \$ 2,884,222 | \$ 2,934,916 |
| b. | General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790) | \$ 6,038,900 | \$ 4,888,321 | \$ 3,203,843 |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789) | \$ - | \$ - | \$ - |
| d. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790) | \$ - | \$ - | \$ - |
| e. | Total Available Reserves | \$ 8,765,286 | \$ 7,772,543 | \$ 6,138,759 |
| f. | Reserve for Economic Uncertainties Percentage | 9.64% | 8.08% | 6.27% |

3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

2019-20

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

Public Disclosure of Proposed Collective Bargaining Agreement
Westside Union School District
Combined

Page 7

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

| | | |
|--|----|---|
| Total Compensation Increase/(Decrease) on Page 1, Section A, #5 | \$ | - |
| General Fund balance Increase/(Decrease), Page 4c, Column 2 | \$ | - |
| Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2 | \$ | - |
| Child Development Fund balance Increase/(Decrease), Page 4e, Column 2 | \$ | - |
| Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2 | \$ | - |
| Other Fund balance Increase/(Decrease), Page 4g, Column 2 | \$ | - |
| Other Fund balance Increase/(Decrease), Page 4h, Column 2 | \$ | - |
| Total all fund balances Increase/(Decrease) as a result of the settlement(s) | \$ | - |

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

| <u>General Fund Combined</u> | <u>Surplus/ (Deficit)</u> | <u>(Deficit) %</u> | <u>Deficit primarily due to:</u> |
|--|-------------------------------|--------------------|---|
| Current FY Surplus/(Deficit) before settlement(s)? | \$ (1,701,941) | (1.9%) | Contributions to Sp.Ed./Using Carryover |
| Current FY Surplus/(Deficit) after settlement(s)? | \$ (1,701,941) | (1.9%) | Contributions to Sp.Ed./Using Carryover |
| 1st Subsequent FY Surplus/(Deficit) after settlement(s)? | \$ (878,193) | (0.9%) | Contributions to Sp.Ed./Using Carryover |
| 2nd Subsequent FY Surplus/(Deficit) after settlement(s)? | \$ (3,517,163) | (3.6%) | Contributions to Sp.Ed./Using Carryover |

Deficit Reduction Plan (as necessary):

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

| <u>MYP</u> | <u>Amount</u> | <u>"Other Adjustments" Explanation</u> |
|---|---------------|--|
| 1st Subsequent FY Unrestricted, Page 5a | \$ - | |
| 1st Subsequent FY Restricted, Page 5b | \$ - | |
| 2nd Subsequent FY Unrestricted, Page 5a | \$ - | |
| 2nd Subsequent FY Restricted, Page 5b | \$ - | |

Combined

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

| | Prior Year | 2017-18 | 2018-19 | 2019-20 |
|--|------------|----------|--------------|--------------|
| a. LCFF Funding per ADA | 7,917.92 | 8,137.92 | 8,715.50 | 8,953.78 |
| b. Amount Change from Prior Year Funding per ADA | | 220.00 | 577.58 | 238.28 |
| c. Percentage Change from Prior Year Funding per ADA | | 2.78% | 7.10% | 2.73% |
| d. Total Compensation Amount Change (from Page 1, Section A, Line 5) | | - | 2,740,817.00 | 2,809,205.00 |
| e. Total Compensation Percentage Change (from Page 1, Section A, Line 5) | | 0.00% | 3.43% | 3.40% |
| f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e) | | - | Within | Exceeds |

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Westside Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from 7/1/18 to 6/30/20.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

| | |
|----|---|
| \$ | - |
| \$ | - |
| \$ | - |

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

| | |
|----|-------------|
| \$ | - |
| \$ | 2,667,498 |
| \$ | (2,667,498) |

Budget Revisions


If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify




District Superintendent
(Signature)

06/12/2018

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

6/12/18

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Westside Union School District
Combined

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

That the 2018-19 Proposed Adopted Budget is adopted by the Board of Trustees at the Regular Board meeting on 6/26/18,
prior to the adoption of this Proposed Collective Bargaining Agreement.

Concerns regarding affordability of agreement in subsequent years (if any):

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Westside Union School District

District Name



District Superintendent
(Signature)

06/12/2018

Date

Lisa Jehlicka, Director of Business Services

Contact Person

661-722-0716, ext. 49977

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 26, 2018, took action to approve the proposed agreement with the Westside Union Teachers Association (WUTA), California School Employees Association (CSEA) Bargaining Units and the Non-Represented Groups of Confidential, Management and Non-Represented Classified personnel.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Lisa Jehlicka, Director of Business Services

SUBJECT: Resolution 18-88, To Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys

BACKGROUND:

The State's continued budget revisions may result in cash flow management problems in the 2018-19 fiscal year. To alleviate cash shortfalls, *Education Code* Section 42603 provides that moneys held in any fund or account may be temporarily transferred to another fund or account for payment of obligations, with certain limitations.

- Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.
- Borrowing shall occur only when the fund receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.
- No more than 75 percent of the maximum of moneys held in any fund during a current fiscal year may be transferred.

PROGRAM/EDUCATIONAL IMPLICATION:

Ensures timely payment for budget year obligations (i.e. salaries, utilities, etc)

COST ANALYSIS:

None

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

RESOLUTION 18-88
TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF
SPECIAL OR RESTRICTED FUND MONEYS

WHEREAS, the governing board of any school district may direct the moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Westside Union School District, in accordance with the provisions of Education Code section 42603 adopts the authorization for fiscal year 2018-19 to temporarily transfer funds between any allowable funds (borrowing from bond funds is prohibited), provided that all transfers are approved by the Superintendent or his designee.

This resolution is passed and adopted on the 26th day of June 2018 in the community of Quartz Hill, California by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

Clerk of the Governing Board

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Lisa Jehlicka, Director of Business Services

SUBJECT: Resolution 18-89, 2017-18 Education Protection Account (EPA)

BACKGROUND:

With the November 2012 passage of Proposition 30, Article XIII, Section 36 was added to the California Constitution creating in the state General Fund an Education Protection Account (EPA). The Education Protection Account (EPA) is the vehicle for collecting and distributing funds which are generated by the temporary increases, beginning in 2012-13, to personal income taxes (retroactive to January 1, 2012, ending in 2030), and sales tax (effective January 1, 2013, and in place for four years, ending in 2016) authorized by Proposition 30 and Proposition 55. Similar to local property taxes, districts' LCFF state aid is reduced by one dollar for each dollar received from the EPA. The EPA becomes, in essence, a third revenue source in addition to local property tax revenue and state aid.

Each school district shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the schools within its jurisdiction, and may not use the funds for administrative costs. The Governing Board shall approve the spending determinations in an open session of a public board meeting of the governing board, held at least annually and prior to the recording of EPA expenditures. For the 2018-19 fiscal year, the Westside Union School District is proposing to spend the EPA on Instructional Personnel Costs, including salaries and benefits.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS:

None

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

RESOLUTION 18-89

2018-19 EDUCATION PROTECTION ACCOUNT (EPA)

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and approved Proposition 55 on November 8, 2016; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 amended this section of the California Constitution; and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account (EPA) to receive and disburse the revenues derived from the incremental increases in taxes imposed; and

WHEREAS, before June 30th of each year, the Director or Supervisor of Fiscal Services shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of the school district; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a school district shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the schools within its jurisdiction; and

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each school district shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of the school district shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by the school district to comply with the additional audit requirements of Article XII, Section 36 may be paid with funding from the Education Protection Account and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Westside Union School District, as required by Article XIII, Section 36 has made the spending determination of the monies received from the Education Protection Account in an open session of a public meeting, following a public hearing in which public testimony was taken, in which discussing regarding the proposed uses of the monies took place; and

BE IT FURTHER RESOLVED, that the Governing Board of the Westside Union School District, in compliance with Article XIII, Section 36(e), with the California Constitution, has determined to spend the monies received from the Education Protection Account as follows:

Fund 01, Resource 1400 Education Protection Account

| | | |
|---------------------------------------|----------------------|---------------|
| REVENUES AVAILABLE FOR 2018-19 | OBJECT CODE | AMOUNT |
| Education Protection Account (EPA) | 8012 | \$ 11,182,608 |
| EXPENDITURES | FUNCTION CODE | |
| Instruction | 1000 | \$ 11,182,608 |

This resolution is passed and adopted on the 26th day of June 2018 in the community of Quartz Hill, California by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

Clerk of the Governing Board

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Lisa Jehlicka, Director of Business Services

SUBJECT: Resolution 18-90, Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments and Transfers

BACKGROUND:

The governing board may adopt a formal resolution allowing their administrative staff to process certain budget adjustments and transfers – Resolution Delegating Administrative Authority.

In order for a district to utilize the “delegation of authority” option, the district’s governing board must annually adopt and file with the County Office an original resolution delegating budget adjustment and transfer authority to the superintendent and staff of the district.

The approval of this resolution will expedite the **routine** budget revision process enabling the district to more accurately budget for program expenditures in a timely manner.

Non-routine adjustments and transfers, such as increases or decreases to any funds ending fund balance, interfund transfers, or transactions exceeding \$100,000 dollars will continue to be processed and approved directly by the governing board.

PROGRAM/EDUCATIONAL IMPLICATION:

None

COST ANALYSIS:

None

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval

RESOLUTION 18-90

2018-19 ANNUAL DELEGATION OF ADMINISTRATIVE AUTHORITY TO PROCESS ROUTINE BUDGET REVISIONS, ADJUSTMENTS, AND TRANSFERS

WHEREAS, the Governing Board of the Westside Union School District authorizes, Regina Rossall, Superintendent, and Shawn Cabey, Assistant Superintendent of Administrative Services, to make such routine budget revisions, adjustments, and transfers as necessary for the payment of District obligations and to effect technical adjustments of the board-adopted budget during the 2018-19 fiscal year, in accordance with the provisions of this resolution; and

WHEREAS, the purpose of adopting this resolution is for expediting the processing of routine budget revisions, adjustments, and transfers, and shall remain in effect for a period of one year, from July 1, 2018 to June 30, 2019, and is subject to annual review and renewal by duly adopted resolution of the Governing Board of Westside Union School District.; and

WHEREAS, the amount of any individual routine budget revision, adjustment, or transfer shall not exceed \$100,000. This resolution shall be limited to the administrative approval and processing of routine budget revisions, adjustments, and transfers, within or between all account objects of expenditures; and

WHEREAS, this resolution shall not permit the administrative processing of non-routine budget revisions, adjustments, and transfers that reduce or increase the fund balance of any related fund; or transfers between funds; or transactions exceeding \$100,000. Such non-routine budget revisions, adjustments, and transfers must continue to be presented to the Governing Board for approval prior to processing and submission to the Los Angeles County Office of Education (County Office) for further review, approval, and processing; and

WHEREAS, a summary report of budget revisions, adjustments, and transfers approved and processed by the Superintendent or Assistant Superintendent of Administrative Services in accordance with this resolution, listed by major objects and funds, transaction numbers, dates, and amounts shall be submitted to the Governing Board for adoption/ratification, not less than three times annually (by October 31, January 31, and June 30) with the District's First Interim, Second Interim, and in conjunction with the annual close of the District's financial records and Unaudited Actuals Reports. All budget adjustments and transfers must be made in accordance with the provisions of Education Code Sections 42600, 42601, 42602, 42603, and 42610, and processed using the appropriate forms and documentation as provided by the County Office, and in compliance with applicable district guidelines; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Westside Union School District hereby authorizes the Los Angeles County Office of Education to permit budget revisions, adjustments, and transfers in accordance with the foregoing guidelines of this resolution with written authorization by the persons herein designated:

This resolution is passed and adopted on the 26th day of June 2018 in the community of Quartz Hill, California by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

Clerk of the Governing Board

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Lisa Jehlicka, Director of Business Services

SUBJECT: Authorization to Make Appropriation Transfers

BACKGROUND:

Education Code Section 42601 governs the year-end appropriation transfers for K-12 school districts. At year end, all funds, object codes and designated and undesignated fund balances must appropriately balance to the claims being made upon them. Final payments and obligations cannot be honored by the county if even one dollar is not appropriately placed in our budget coding system at year end. By authorizing the county to make appropriation transfers as specifically noted in the attached, all of our year-end obligations will be covered. Approval of this item does not entitle the county to pay out anything more than what we indicate is legally owed. It allows the county to charge the appropriate object codes, even if the budget does not match the payment to the penny.

PROGRAM/EDUCATIONAL IMPLICATION:

Final payment from our funding to meet our obligations.

COST ANALYSIS:

None

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

Approval



SCHOOL DISTRICTS WITH ADA ABOVE EC 41301 LEVEL*
YEAR-END APPROPRIATION TRANSFERS

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section, EC 2nd Floor
Attn: Benjie Tamondong

FROM: Westside Union School District

 No Appropriation Transfer is Requested

 X Appropriation Transfers are Authorized

Our school district has ADA equal to or above the level specified in Education Code (EC) 41301. The governing board, in accordance with the provisions of EC 42601, hereby approves to authorize the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2017-18 school year to permit the payment of obligations of the district incurred during such school year.

Please identify sources by entering 1, 2, 3, or 4 to indicate 1st source, 2nd source, 3rd source or 4th source.

Authorization approved by governing board for transfers:

 1 Between major objects of expenditure

 2 From unassigned fund balances, if any

 3 From committed fund balances

 4 From assigned fund balances

Signature: _____ Date June 26, 2018
Clerk of the Governing Board

Submitted by: Lisa Jehlicka - Director of Business Services Date June 26, 2018

E-mail address (required): l.jehlicka@westside.k12.ca.us

*Education Code 41301 levels: equal to 901 average daily attendance (ADA) for the elementary school districts, equal to 301 ADA for the high school districts, and equal to 1501 ADA for the unified school districts.

Please return completed form to let us know your intent.

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Shawn Cabey, Assistant Superintendent Administrative Services

SUBJECT: Amendment to Johnson Controls, Inc. Power Agreement

BACKGROUND:

Approximately 6 years ago, pole-mounted concentrated solar photovoltaic power (CPV) systems were installed at Hillview Middle School along the southern and western hillsides that border the play fields. The CPV system has provided renewable sourced power as well as savings through net metering tariffs from Southern California Edison (SCE). In the intervening years since the installation, SCE is making significant changes to their Time-Of-Use (TOU) policies, most significantly the shifting of the high-value generation hours from the workday to the evening. The challenge for independent solar operators like WUSD is that solar systems produce only during daylight hours, and as a result the value of the energy being generated will be significantly diminished. Concurrently and independently of these SCE policy changes, solar generation technology has also evolved over the past several years, to the point where it is now possible to generate increased kilowatts (kW) from flat-panel solar arrays for use by the school during peak use hours and store the excess energy for release to the grid during peak kW-value hours. These two developments taken together, the change in TOU and the advances in solar tech, provide an opportunity to not only continue to produce clean energy while maximizing cost savings/revenue earning potential, but also address both the long-standing concerns within the neighboring community and the persistent vandalism. This Amendment to the JCI Agreement will reduce the JCI guarantee amount by the kWh attributable to the HV installation, as well as the District's corresponding annual maintenance payments to JCI.

COST ANALYSIS/FUNDING:

Net savings of approximately \$407,000 (see chart below).

ELECTRIC GUARANTEED SAVINGS ANALYSIS

| | Current JCI | HV Decom JCI | Reduction to JCI | PacWest Savings | Net Savings* |
|---------|-------------|-----------------|---------------------|--------------------|------------------|
| Year 6 | \$364,454 | \$318,091 | \$46,363 | \$81,907 | \$35,544 |
| Year 7 | \$375,388 | \$327,634 | \$47,754 | \$84,364 | \$36,610 |
| Year 8 | \$386,650 | \$337,463 | \$49,187 | \$86,895 | \$37,708 |
| Year 9 | \$398,249 | \$347,587 | \$50,662 | \$89,502 | \$38,840 |
| Year 10 | \$410,197 | \$358,014 | \$52,183 | \$92,187 | \$40,004 |
| Year 11 | \$422,502 | \$368,755 | \$53,747 | \$94,953 | \$41,206 |
| Year 12 | \$435,178 | \$379,817 | \$55,361 | \$97,801 | \$42,440 |
| Year 13 | \$448,233 | \$391,212 | \$57,021 | \$100,735 | \$43,714 |
| Year 14 | \$461,680 | \$402,948 | \$58,732 | \$103,757 | \$45,025 |
| Year 15 | \$475,530 | \$415,037 | \$60,493 | \$106,870 | \$46,377 |
| | | | | | \$407,468 |

**Note that there are an additional 10 years of PacWest Guaranteed Savings representing an additional \$1,261,901*

ASSISTANT SUPERINTENDENT ADMINISTRATIVE SERVICES RECOMMENDATION:

APPROVAL

Amendment 2

Westside Unified School District

Performance Contract between Westside USD & Johnson Controls

Westside Unified School District (the customer) and Johnson Controls International PLC (JCI) are parties to a Performance Contract, dated June 15, 2010, (the "Contract"). Johnson Controls and the Customer have agreed to modify Schedule 2 and Schedule 4 of the Contract to account for changes made to ECM 5, as the customer has elected to remove the CPV (Concentrated Photovoltaic System) at Hillview Middle School Campus.

ECM 5: Concentrated Solar PV Systems

The District has elected to remove the CPV system (176.4 kW) installed at Hillview Middle school campus, effective 6/5/2018. Therefore, the total CPV electrical savings of \$162,296 has been reduced by \$46,363 to \$122,303. In addition, in order to reflect the de-scoping of the Hillview site and its annual site maintenance and warranty services, the annual PSA amount for M&V and O&M PSA has been reduced by \$8,492 from \$77,130 to \$68,638 in the upcoming Year 6, and will be adjusted consistent with the *pro rata* escalation as reflected in the new schedule 4a.

Table 1: New Schedule 2B

| Year | Electric Cost Avoidance | Natural Gas Cost Avoidance | Water Cost Avoidance | JCI Academy of Energy Education Avoidance | IT Upgrade Cost Avoidance and/or Revenue | Lighting Material Cost Avoidance | HVAC Material Cost Avoidance | Plumbing Material Cost Avoidance | HVAC Budget Re-Allocation | Annual Project Cost Avoidance |
|--------------|-------------------------|----------------------------|----------------------|---|--|----------------------------------|------------------------------|----------------------------------|---------------------------|-------------------------------|
| 1 | \$274,388 | \$4,588 | \$35,052 | \$0 | \$358,706 | \$22,614 | \$17,230 | \$722 | \$37,533 | \$750,833 |
| 2 | \$282,620 | \$4,818 | \$36,103 | \$0 | \$369,467 | \$23,292 | \$17,747 | \$744 | \$37,533 | \$772,324 |
| 3 | \$291,098 | \$5,059 | \$37,186 | \$0 | \$380,551 | \$23,991 | \$18,279 | \$766 | \$37,533 | \$794,464 |
| 4 | \$299,831 | \$5,312 | \$38,302 | \$0 | \$391,968 | \$22,240 | \$18,828 | \$789 | \$37,533 | \$814,802 |
| 5 | \$308,826 | \$5,577 | \$39,451 | \$0 | \$403,727 | \$22,907 | \$19,392 | \$813 | \$37,533 | \$838,226 |
| 6 | \$318,091 | \$5,856 | \$40,635 | \$0 | \$415,839 | \$23,594 | \$14,981 | \$837 | \$37,533 | \$857,366 |
| 7 | \$327,634 | \$6,149 | \$41,854 | \$0 | \$428,314 | \$18,902 | \$15,430 | \$863 | \$37,533 | \$876,678 |
| 8 | \$337,463 | \$6,456 | \$43,109 | \$0 | \$441,163 | \$19,469 | \$15,893 | \$888 | \$37,533 | \$901,975 |
| 9 | \$347,587 | \$6,779 | \$44,402 | \$0 | \$454,398 | \$20,053 | \$16,370 | \$915 | \$37,533 | \$928,037 |
| 10 | \$358,014 | \$7,118 | \$45,735 | \$0 | \$468,030 | \$20,654 | \$16,861 | \$943 | \$37,533 | \$954,888 |
| 11 | \$368,755 | \$7,474 | \$47,107 | \$0 | \$482,071 | \$21,274 | \$17,367 | \$971 | \$37,533 | \$982,551 |
| 12 | \$379,817 | \$7,848 | \$48,520 | \$0 | \$496,533 | \$21,912 | \$17,888 | \$1,000 | \$37,533 | \$1,011,051 |
| 13 | \$391,212 | \$8,240 | \$49,975 | \$0 | \$511,429 | \$22,570 | \$18,424 | \$1,030 | \$37,533 | \$1,040,413 |
| 14 | \$402,948 | \$8,652 | \$51,475 | \$0 | \$526,772 | \$23,247 | \$18,977 | \$1,061 | \$37,533 | \$1,070,665 |
| 15 | \$415,037 | \$9,085 | \$53,019 | \$0 | \$542,575 | \$23,944 | \$19,546 | \$1,093 | \$37,533 | \$1,101,832 |
| Total | \$5,103,322 | \$99,011 | \$651,924 | \$0 | \$6,671,542 | \$330,666 | \$263,215 | \$13,431 | \$562,995 | \$13,696,106 |

It is therefore agreed that the above Schedule 2B, shall represent the modified Annual Benefit for a term of the contract. This schedule 2B shall supersede the revised schedule 2A in the 1st Contract Amendment as well as the original schedule 2 in the Contract.

Table 2: New Schedule 4A

| Year | Annual Amount |
|-------------|----------------------|
| 6 | \$68,638 |
| 7 | \$70,697 |
| 8 | \$72,818 |
| 9 | \$75,003 |
| 10 | \$77,253 |
| 11 | \$79,571 |
| 12 | \$81,958 |
| 13 | \$84,416 |
| 14 | \$86,949 |
| 15 | \$89,557 |

It is therefore agreed that the above Schedule 4A shall represent the modified Annual Payment Amount for the planned service agreement: Measurement and Verification and Solar CPV maintenance with warranty services. This schedule 4A shall supersede the original schedule 4 in the Contract.

Additionally, the District will assume the cost for Draker monitoring, which is outside of the scope of the Agreement but which has been provided *gratis* to the District by JCI to this point in time. The annual cost of the Draker monitoring is approximately \$4,500 for Phase I and \$1,130 for Phase II for Year 6. JCI and WUSD agree that Draker monitoring fees for both Phases I and II will be charged to Phase II shortfall amount for Year 6 and annually thereafter.

In signing this 2nd Contract Amendment, the parties acknowledge that they have the authority to sign this Amendment and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.

This Contract Amendment – Number Two shall be effective as of June 1st, 2018.

Johnson Controls International PLC

Witness: _____ - By: _____ Date: _____

Customer

Witness: _____ - By: _____ Date: _____

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Robert Hughes, Deputy Superintendent

SUBJECT: Tentative Agreement between Westside Union School District and Westside Union Teachers Association: 2018-19 and 2019-20 School Years

BACKGROUND:

The District and the Westside Union Teachers Association have agreed to the following items to conclude negotiations:

Tentative Agreement of May 18, 2018:

- Article 4 – Employee Benefits
- Article 7– Salary
- Article 11 – Leaves
- Article 14 – Class Size and Overage
- Article 29 - Medigap
- Article 30 – Special Assignment Pay
- Calendars – 2019-20 and 2020-21 School Years
- Memorandum of Understanding 18-08, Article 5 - Instructional Minutes

PROGRAM/EDUCATIONAL IMPLICATION:

Certificated employees provide a positive learning experience for the Westside students. The settlement reached provides a current contract for the District and Westside Union Teachers Association.

COST ANALYSIS/FUNDING SOURCE:

General Fund - \$1,699,201 for 2018-19; \$1,749,735 for 2019-20

DEPUTY SUPERINTENDENT’S RECOMMENDATION:

Approval

WESTSIDE UNION SCHOOL DISTRICT

May 18, 2018

Tentative agreement between Westside Union School District and Westside Union Teachers Association (WUTA).

The Westside Union School District and Westside Union Teachers Association (WUTA) agree to the following terms and conditions in regards to the 2018-2019 and 2019-2020 Contracts. The terms and conditions of this agreement are subject to the ratification process of each party and County approval of the AB1200.

Salary-Article 7

2018-19

The base salary schedule for the 2018-19 school year shall increase by 2.0 percent effective July 1, 2018.

In lieu of a one-time 2018-2019 District contribution to the OPEB Trust, in December 2018, a one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each Full Time Employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each Full Time Employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.

CalSTRS requires the District to increase its contribution annually through at least 2023. The increase for 2018-2019 school year is equal to approximately +1.5% in salary compensation.

2019-20

The base salary schedule for the 2019-2020 school year shall increase by 2.0 percent effective July 1, 2019.

In lieu of a one-time 2019-2020 District contribution to the OPEB Trust, in December 2019 a one-time 2% compensation calculated on actual earnings from July 1, 2019 through October 31, 2019 will be paid to each Full Time Employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019 through May 31, 2020 will be paid to each Full Time Employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.

CalSTRS requires the District to increase its contribution annually through at least 2023. The increase for 2019-2020 school year is equal to approximately +1.5% in salary compensation.

ARTICLE 4-Employee Benefits

4.1.2 District Contribution

The District's \$60,000 annual contribution to fund the MediGap program for teachers will be redistributed and added to the health benefits cap. The District's \$60,000 contribution will be distributed to current teachers and participating retirees to add an additional \$133.32 annual contribution, thereby raising the current monthly contribution from \$1,132.27 to the new cap of \$1,143.38. This permanent increase will replace the previous annual \$60,000 MediGap contribution.

4.1.2.1 Beginning October 1, 2006 2018, the District's maximum dollar contribution for the health and welfare benefits shall be ~~\$1,132.27~~ \$1,143.38 per month per full-time employee. (prorated for part-time employees as specified in Section 4.1.1.2, above) toward any health insurance plans offered pursuant to this Article. The benefit coverage will be provided through California Valued Trust as listed in paragraph 4.1.2.2. The parties agree to commence negotiations on the employment benefit package by June 1 of each year.

Article 11 –Leaves

11.6.3 Procedure

(c) Five days of Personal Necessity Leave may be used without giving reason for absence by the employee, "No Tell Day." Use of this leave shall be limited to one teacher per day per school except where administrative approval for more than one teacher has been granted. Employees using this leave shall give 24 hour advance notice to the site administrator. Employees may request additional "No Tell" days from their site administrator. Any denial of additional days may be appealed to the Superintendent or designee.

11.7 Sick Leave-

11.7.1 Purpose

~~The purpose of sick leave shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury, pregnancy disability or quarantine.~~

11.7.1 Purpose

The purpose of sick leave shall be for: (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code Sections 230(c) and 230.1(a).

Article 14-Class size and overage-

14.1.1 The allocation ratio of teachers to regular program pupils in the district shall not exceed 1 to 31: in split level classes which exceed a 28:1 ratio for ten (10) consecutive school days. ~~the teacher will be provided with at least a three-hour classroom aide or a \$1,500 prorated stipend to~~

~~be decided by the unit member.~~ In the K-6 elementary setting non-tenured teachers will be provided with a 3 hour classroom aide. Tenured teachers will be provided with a three hour classroom aide or a prorated stipend that is equivalent to the salary of the 3 hour classroom aide (\$8,000) to be decided by the unit member.

14 .4.1.2 Redistribution of pupils

Teachers who have classes which exceed the maximum, for ten (10) consecutive days shall be paid the agreed rate per pupil per period at all grade levels.

~~K-2nd 4 graded courses=\$1.56 per course Daily=\$6.24~~

~~3rd-6th 6 graded courses=\$1.04 per course Daily=\$6.24~~

K 3 graded courses =\$2.08 per course Daily= \$6.24

1st-6th 5 graded courses= \$1.25 per course Daily =\$6.25

Middle School-

6th-8th- \$1.25 per pupil per period

Article 29-Medigap

~~The District will contribute \$60,000 annually, beginning 2007-2008, to fund a Medi-Gap program for teachers. The District and WUTA will form a sub-committee to write the language which will then be approved by WUTA and the District. The program will start once there are enough funds to pay for it. The District's \$60,000 annual contribution to fund the MediGap program for teachers will be redistributed and added to the health benefits cap. The District's \$60,000 contribution will be distributed to current teachers and participating retirees to add an additional \$133.32 annual contribution, thereby raising the current monthly contribution from \$1,132.27 to the new cap of \$1,143.38. This permanent increase will replace the previous annual \$60,000 MediGap contribution. Article 29 will be removed from future contracts.~~

Article 30

ANNUAL STIPENDS

~~\$1500.00~~ \$1,750 will be given to Special Education teachers who have met the following requirements:

- Hold the appropriate preliminary or clear special education credential
- Teach in a special education position
- Highly qualified teacher (if required for assignment)
- CLAD or its equivalent (if required for assignment)

Those meeting the criteria after the school year has started will receive a pro-rated amount.

Other items-

Calendar-Attachments

2019-2020

2020-2021



Drew Warden
WUTA Chief Negotiator

5-18-18

Date



Robert Hughes
Deputy Superintendent

5-18-18

Date

18-08



WESTSIDE UNION SCHOOL DISTRICT
May 17, 2018

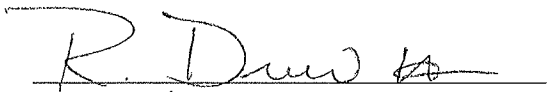
MEMORANDUM OF UNDERSTANDING
Between the WESTSIDE UNION SCHOOL DISTRICT and
WESTSIDE UNION TEACHERS ASSOCIATION

This Agreement is between the Westside Union Teachers Association ("WUTA") and Westside Union School District regarding Article 5 of the WUTA collective bargaining agreement.

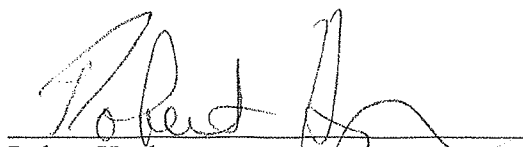
The recent review of bell schedules has found inconsistencies in instructional minutes between schools and grade levels within the district. Efforts to align instructional minutes will begin immediately. This will be a collaborative effort between staff and administration. Tracking sheets for approved bell schedules will require sign off from WUTA Site Representative and administration. Both parties agree that this agreement resolves past inconsistencies with instructional minutes and nullifies all claims of past violations in regards to compensation for instructional minutes.

Regular day instructional minutes will be based on the following requirements:

K-3rd 285-305
4th-8th 305


Drew Warden
WUTA Negotiations Chair

5/18/18
Date


Robert Hughes
Deputy Superintendent

5/18/18
Date

Westside Union School District 2019 - 2020 District Calendar

| | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Fifth Week | | | | | ADA Days | Tchr Work | Legal Holidays | Non Student | | |
|--|------------|---|---|----|----|-------------|----|----|----|----|------------|----|----|----|----|-------------|----|----|----|----|------------|----|----|----|-----|----------|-----------|----------------|-------------|---|--|
| | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | | | | | | |
| Jun-19 | 3 | 4 | 5 | 6 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | | | |
| | | | | | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | | | | | | | |
| July | X | X | X | H | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | 0 | 0 | 1 | 23 | | |
| | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | | | | | | | | |
| | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | | | | | | | | | |
| Aug | | | | X | * | * | * | 0 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | | 18 | 20/21 | 0 | 4 | |
| | | | | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | | | | | | |
| | | | | V | NT | IN | IN | m | m | r | r | r | r | r | r | r | r | r | r | r | m | r | r | r | r | | | | | | |
| Sept | H | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | | 20 | 20 | 1 | 1 | |
| | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | | | | | | | | | | |
| | H | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | | | | | | | | |
| Oct | | * | * | * | * | * | * | * | * | 0 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | | 21 | 23 | 0 | 2 | |
| | 1 | 2 | 3 | 4 | | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | | | | | | | |
| | r | r | r | r | | PC | PC | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | | | | | | | | |
| Nov | | | | * | * | * | * | * | * | * | H | * | * | * | * | * | * | * | * | * | H | X | X | H | X | | 15 | 15 | 3 | 6 | |
| | | | | 1 | | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | | | | | | |
| | | | | r | | r | r | r | r | r | H | r | r | r | r | r | r | r | r | r | H | V | V | H | V | | | | | | |
| Dec | * | * | * | * | * | * | * | * | * | * | * | * | * | * | 5 | X | X | H | X | X | X | X | | | | 15 | 15 | 1 | 7 | | |
| | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | | | | | | | | | |
| | m | r | r | r | r | r | r | r | r | r | r | r | r | r | m | V | V | H | V | V | V | V | | | | | | | | | |
| Jan | | | | H | X | X | X | X | X | X | 0 | * | * | * | * | H | * | * | * | * | * | * | * | * | * | | 14 | 14 | 2 | 9 | |
| | | | | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | 31 | | | | | |
| | | | | H | V | V | V | V | V | V | m | r | r | r | r | H | r | r | r | r | r | r | r | r | r | | | | | | |
| Feb | * | * | * | * | * | * | * | * | * | * | H | * | * | * | * | * | * | * | * | * | * | * | * | * | * | | 19 | 19 | 1 | 1 | |
| | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | | | | | | | | | | | |
| | r | r | r | r | r | r | r | r | r | r | H | r | r | r | r | r | r | r | r | r | | | | | | | | | | | |
| Mar | * | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 | X | X | X | X | X | X | X | | | | 15 | 15 | 0 | 7 | | |
| | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | | | | | | | | | |
| | r | r | r | r | r | r | r | r | r | r | r | r | r | r | m | V | V | V | V | V | V | V | | | | | | | | | |
| Apr | | | | X | X | X | 0 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | | 19 | 19 | 0 | 3 | |
| | | | | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | | | | | | |
| | | | | V | V | V | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | | | | | | | |
| May | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | H | * | * | * | * | | 20 | 20 | 1 | 1 | |
| | | | | 1 | | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | | | | | | |
| | | | | r | | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | H | r | r | r | r | | | | | | |
| June | * | * | * | 5 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | 4 | 4 | 0 | 18 | | |
| | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | | | | | | | | | |
| | r | r | m | m | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | | | | | | | | | |
| Minimum Days: 8/7-8 & 26, 12/ 2, 9 & 20, 1/13, 3/20, 6/3-4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Districtwide Training: 8/26, 12/2, 1/13 Site Training: 8/19, 9/23, 10/14, 11/18, 2/10, 3/16, 4/13 & 5/11 | | | | | | | | | | | | | | | | | | | | | | | | | 180 | 184/185 | 10 | 82 | | | |

Minimum Days: 8/7-8 & 26, 12/2, 9 & 20, 1/13, 3/20, 6/3-4

Districtwide Training: 8/26, 12/2, 1/13 Site Training: 8/19, 9/23, 10/14, 11/18, 2/10, 3/16, 4/13 & 5/11

End of Quarters/Semesters: Oct. 11, Dec 20, Mar. 20, June 4

2020 Summer Intersession Window: June 5, 2020 - July 31, 2020

Agreement reached on: May 18, 2018

Calendar "Key"

H-Legal Holidays

| | |
|---------------------|--------|
| -Independence Day | 4-Jul |
| -Labor Day | 2-Sep |
| -Veteran's Day | 11-Nov |
| -Lincoln's Day** | 25-Nov |
| -Thanksgiving | 28-Nov |
| -Christmas | 25-Dec |
| -New Year | 1-Jan |
| -Martin Luther King | 20-Jan |
| -Presidents' Day | 17-Feb |
| -Memorial Day | 25-May |

** In Lieu of 2/14/20

x -Non Teacher Work Day

* -Teacher Work Day

r -Regular Student Day

m -Minimum Day

V -Vacation Day

NT -New Teacher Training

IN -Inservice Day

PC Parent/Teacher Conference

Targeted Staff Meeting

Non Student Day

-First Day of Quarter/Semester

-Last Day of Quarter/Semester

-First/Last Day of School

-Day counted for ADA

Summer School Window

Non Teacher Work Days

July 1-31, Aug 1, 2019

November 25-29, 2019

December 23, 2019 - January 10, 2020*

March 23 - April 3, 2020*

New Teacher Inservice Day: August 2, 2019

Teacher Inservice Days: Aug 5-6, 2019

Parent/Teacher Conferences: Oct. 7-8, 2019

First Day of School: August 7, 2019

Last Day of School: June 4, 2020

* - WUTA Article 6.2 - Breaks may be altered to correspond with High School District calendar.

Russell Warden, WUTA Chief Negotiator

Robert Hughes, Deputy Superintendent

Westside Union School District 2020 - 2021 District Calendar

| | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Fifth Week | | | | | ADA Days | Tchr Work | Legal Holidays | Non Student |
|--|------------|----|---|----|---|-------------|----|----|----|----|------------|----|----|----|----|-------------|----|----|----|----|------------|----|----|----|-----|----------|-----------|----------------|-------------|
| | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | | | | |
| Jun-20 | 1 | 2 | 3 | 4 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | | | | |
| | | | | | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | | | | | | | | |
| July | | | X | X | H | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | | | | |
| | | | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | 31 | 0 | 0/1 | 1 | 22 |
| | | | V | V | H | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | NT | | | | | |
| Aug | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | 31 | | | | | 19 | 21 | 0 | 2 |
| | IN | IN | m | m | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | m | | | | | | | | |
| Sept | | | 1 | 2 | 3 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | | | 21 | 21 | 1 | 1 |
| | | | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | | | | | | |
| Oct | | | | | | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | 20 | 22 | 0 | 2 |
| | | | | | | PC | PC | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | | | | | |
| Nov | | | 2 | 3 | 4 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | | | | | 15 | 15 | 3 | 6 |
| | | | r | r | r | r | r | H | r | r | r | r | r | r | r | H | V | V | H | V | m | | | | | | | | |
| Dec | | | 1 | 2 | 3 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | | 14 | 14 | 1 | 9 |
| | | | r | r | r | m | r | r | r | r | r | r | r | r | m | V | V | V | V | H | V | V | V | V | | | | | |
| Jan | | | | | H | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 14 | 14 | 2 | 7 |
| | | | | | H | V | V | V | V | V | m | r | r | r | r | H | r | r | r | r | r | r | r | r | | | | | |
| Feb | | | 1 | 2 | 3 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | | | | | | 19 | 19 | 1 | 1 |
| | | | r | r | r | r | r | r | r | r | H | r | r | r | r | r | r | r | r | r | | | | | | | | | |
| Mar | | | 1 | 2 | 3 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | | | 15 | 15 | 0 | 8 |
| | | | r | r | r | r | r | r | r | r | r | r | r | r | m | V | V | V | V | V | V | V | V | | | | | | |
| Apr | | | | | X | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | 20 | 20 | 0 | 2 |
| | | | | | V | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | | | | | |
| May | | | 3 | 4 | 5 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | 31 | | | | | 20 | 20 | 1 | 1 |
| | | | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | r | H | | | | | | | | |
| June | | | 1 | 2 | 3 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | | | 3 | 3 | 0 | 19 |
| | | | r | m | m | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | V | | | | | | |
| Minimum Days: 8/5-6 & 31, 11/30, 12/7 & 18, 1/11, 3/19, 6/2-3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Districtwide Training: 8/31, 12/7, 1/11 Site Training: 8/24, 9/21, 10/12, 11/16, 2/22, 3/15, 4/12 & 5/17 | | | | | | | | | | | | | | | | | | | | | | | | | 180 | 184/185 | 10 | 80 | |

| Calendar "Key" | | |
|--|--------------------------------|--------|
| H-Legal Holidays | | |
| -Independence Day | | 4-Jul |
| -Labor Day | | 7-Sep |
| -Veteran's Day | | 11-Nov |
| -Lincoln's Day** | | 23-Nov |
| -Thanksgiving | | 26-Nov |
| -Christmas | | 25-Dec |
| -New Year | | 1-Jan |
| -Martin Luther King | | 18-Jan |
| -Presidents' Day | | 15-Feb |
| -Memorial Day | | 31-May |
| ** In Lieu of 2/12/21 | | |
| x | -Non Teacher Work Day | |
| * | -Teacher Work Day | |
| r | -Regular Student Day | |
| m | -Minimum Day | |
| V | -Vacation Day | |
| NT | -New Teacher Training | |
| IN | -Inservice Day | |
| PC | Parent/Teacher Conference | |
| | Targeted Staff Meeting | |
| | -Non Student Day | |
| | -First Day of Quarter/Semester | |
| | -Last Day of Quarter/Semester | |
| | -First/Last Day of School | |
| | -Day counted for ADA | |
| | Summer School Window | |
| Non Teacher Work Days | | |
| July 1-30, 2020 | | |
| November 123-27, 2020 | | |
| December 21, 2020 - January 8, 2021* | | |
| March 22 - April 2, 2021* | | |
| New Teacher Inservice Day: July 31, 2020 | | |
| Teacher Inservice Days: Aug 3-4, 2020 | | |
| Parent/Teacher Conferences: Oct. 5-6, 2020 | | |
| First Day of School: August 5, 2020 | | |
| Last Day of School: June 3, 2021 | | |
| * - WUTA Article 6.2 - Breaks may be altered to correspond with High School District calendar. | | |

Agreement reached on: May 18, 2018

Russell Warden, WUTA Chief Negotiator

Robert Hughes, Deputy Superintendent

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Robert Hughes, Deputy Superintendent

SUBJECT: Tentative Agreement of June 4, 2018, for the 2018-2019 and 2019-20 Collective Bargaining Agreement between Westside Union School District and California School Employees Association (CSEA) Chapter 398 and Resolution 18-92, Change in Observance Date for Lincoln's Day for 2018-19 and 2019-20 School Years

BACKGROUND:

The District and the California School Employees Association (CSEA) have agreed to the following items to conclude negotiations:

1. Tentative Agreement dated June 4, 2018
 - Article VII – Salary
 - Article XI - Leaves
2. Resolution 18-92, The change in the observance date of Lincoln's Day from February to November for the 2018-19 and 2019-20 school years.

PROGRAM/EDUCATIONAL IMPLICATION:

Classified employees provide valued support services to the District in the classrooms, playgrounds, cafeterias, in maintenance, grounds and custodial services, in technology and all departments, and in health and school offices.

COST ANALYSIS/FUNDING SOURCE:

General Fund - \$579,041 for 2018-19; \$585,299 for 2019-20

Cafeteria Fund - \$37,124 for 2018-19; \$37,717 for 2019-20

Capital Facilities Fund - \$214 for 2018-19; \$219 for 2019-20

Capital Project for Blended Component Units Fund - \$107 for 2018-19; \$110 for 2019-20

DEPUTY SUPERINTENDENT'S RECOMMENDATION:

Approval

Tentative Agreement
California School Employees Association
and its Westside Chapter #398
June 4, 2018
Reopeners 2018-2019

By this Tentative Agreement ("T.A."), the Parties agree that:

1. The current collective bargaining agreement ("CBA"), effective from July 1, 2016 to June 30, 2019, shall be terminated on June 30, 2018;
2. Except as modified by this T.A., the terms and conditions of the CBA are hereby renewed to be effective for the period from July 1, 2018 to June 30, 2020.
3. Except as stated above, this T.A. represents the exhaustion of the Parties' obligation to negotiate over the terms of the 2018-20 CBA, and the contract is closed. Contract negotiations over the 2018-20 CBA may only be reopened by mutual agreement of the Parties.

Article VII-Salary

2018-19

The base salary schedule for the 2018-19 school year shall increase by 2.0 percent effective July 1, 2018.

A one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.

2019-20

The base salary schedule for the 2019-2020 school year shall increase by 2.0 percent effective July 1, 2019.

A one-time 2% compensation calculated on actual earnings from July 1, 2019 through October 31, 2019 will be paid to each employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019 through May 31, 2020 will be paid to each employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.

For the remainder of the 2017-2018 school year Clerk I, Tech Assistants will transition from their current calendar of 218 days to the 238 day calendar. This will result in 12 additional days for the 2017-2018 school year. The following days will be considered work days for this group: June 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28 & 29. Effective July 1, 2018, this group will follow the agreed upon calendar for 238 day employees.

Effective July 1, 2018, Child Nutrition Managers working a 206 day calendar will be increased to a 208 day calendar. All Child Nutrition bargaining unit members will be given one (1) additional day for professional development to be determined by the District.

ARTICLE XI: LEAVES

11.0.1 Procedure

Unless incapacitated, an employee who has sustained a job related injury or illness shall report the injury on a District approved accident report form within twenty-four (24) hours to the immediate supervisor **or as soon as is reasonably possible.**

11.0.1.1 ~~Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation. Payment for wages lost on any day shall not, when added to an award granted to the employee under the workers' compensation laws of this state, exceed the normal wage for the day.~~

11.0.1.2 ~~When sick leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from workers' compensation, as provided in this section, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under California Education Code 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if an employee is receiving workers' compensation the employee shall be entitled to use only so much of his or her accumulated or available sick leave, accumulated compensating time, vacation or other available leave that, when added to the workers' compensation award, provide for a full day's wage or salary.~~

11.0.2 Temporary Modified/Light Duty Program – See 11.2 Return to Service After Industrial Accident or Illness/Sick Leave.

11.1 SICK LEAVE

11.1.1 Purpose

The purpose of sick leave utilization shall be for any **of the following reasons:** ~~physical and mental disability absences that are medically necessary and caused by illness, injury, maternity disability, or quarantine.~~

11.1.1.1 Accident or illness, or by quarantine that results from contact with other persons having a contagious disease during the employee's performance of his/her duties;

11.1.1.2 Pregnancy, childbirth, and recovery;

11.1.1.3 Personal necessity -See 11.3;

11.1.1.4 Medical or dental appointments, in increments of not less than one (1) hour without immediate supervisor approval;

11.1.1.5 Industrial accident or illness when leave granted specifically for that purpose has been exhausted;

11.1.1.6 Need of the employee or his/her family member, as defined in California Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventative care; and

11.1.1.7 Need of the employee to seek or obtain any relief or medical attention specified in California Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking. See 11.12

11.1.1.1 Pregnancy Notification

11.1.1.1.1 ~~Not later than the sixth (6th) month of pregnancy, such unit member shall provide the District with a written statement from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities, and indicating the estimated date of birth. The employee shall provide at least thirty (30) days advanced notice to District Human Resources of the need for leave related to pregnancy, if such notice is reasonably foreseeable.~~

11.1.1.1.2 Continuance on Active Duty

~~The unit member shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy, provided that she can and does continue to perform the full duties and responsibilities of her position.~~ **The unit member shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy.**

11.1.2 Procedures

An employee exercising this leave of absence provision shall notify the immediate supervisor of their need to be absent from service as soon as known, but in no event later than ~~reasonable~~ **reasonably possible and notice** necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

11.1.3 Transfer of Accumulated Sick Leave

An employee, upon initial employment, who has been an employee of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer their accumulated sick leave if transferred within one (1) year of the date of the termination from the previous California public school employer. **However, if the employee is terminated for cause, the transfer of accumulated leave shall be made only if approved by the Governing Board of the terminating District.**

11.2.2.1

Prior to returning to work, the unit member will participate in a conference with a Human Resource/Risk Management administrator, the supervisor, the program coordinator and/or other assigned administrator to discuss the physician's statement and determine whether the unit member can **be reasonably accommodated** ~~assigned to (1) return to the regular job within restrictions; (2) return to the regular job with modifications; or (3) be provided with work in another department or site within the district with restrictions.~~ The District shall schedule this meeting, and a union representative may represent the employee at such a meeting, if the employee so requests. The union representative shall not be granted additional release time to attend this meeting. **The unit member will accept modified/light duty assignments offered to him/her within the restrictions identified by the examining physician(s). If the unit member refuses to work in the temporary, modified assignment, no temporary disability payments are payable, and sick leave and other leaves will be subject to approval by the superintendent or designee.**

11.6 FAMILY CARE LEAVE

- 11.10.1 **The District shall grant unpaid Family Care Leave and Medical Leave pursuant to 29 United States Code section 2611, et seq. and California Government Code Section 12945.2** ~~for situations not covered by other leave provisions of this Agreement when such leave does not constitute an undue hardship upon District operation,~~ subject to the following:

11.7 CATASTROPHIC SICK LEAVE

11.11.1 Eligibility

All bargaining unit members that have filled a permanent position within the unit for at least one year shall be eligible to both receive and to donate sick leave as provided within this article within the following guidelines:

- 1) Catastrophic leave may not be used to extend sick leave balances which will be used for industrial injury or accident;
- 2) The donating member is only eligible to donate if **his/her** accrued sick leave is not less than one year.

11.11.2 Procedure

- 11.11.2.1 The unit member needing sick leave (or their representative) shall apply to the Payroll Department with the required form attached as an appendix. **The maximum number of days per request shall not exceed twenty (20) work days. If additional days are required, the member or representative shall submit an additional request form within five (5) working days prior to exhausting donated sick leave.** The District, after verifying the catastrophic illness or injury, will notify all unit members of the request.

11.16 PARENTAL LEAVE (CALIFORNIA EDUCATION CODE SECTION 45196.1):

11.16.1 A unit member may use his or her sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of a child by the unit member ("parental leave") for a period of 12-workweeks in a 12-month period.

11.16.2 When a unit member has exhausted all available sick leave, and continues

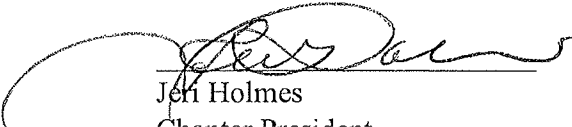
to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA", Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of 12-workweeks of parental leave.

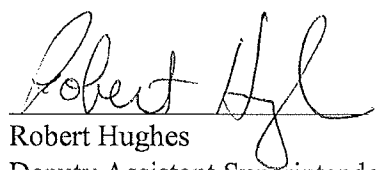
11.16.3 A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.

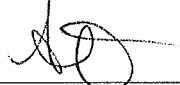
11.16.4 Parental leave under this section shall run consecutively with CFRA leave and a unit member will receive one 12-workweek period for parental leave during a 12-month period.

FOR THE ASSOCIATION:

FOR THE DISTRICT:


Jeri Holmes
Chapter President
Chapter #398


Robert Hughes
Deputy Assistant Superintendent
Westside Union School District


Anna Osborn
Labor Relations Representative
California School Employees Association

DISTRICT OFFICE
41914 N. 50th Street West
Quartz Hill, CA 93536
(661) 722-0716
www.westside.k12.ca.us

REGINA L. ROSSALL
District Superintendent

ROBERT HUGHES
Deputy Superintendent
Human Resources

MARGUERITE JOHNSON
Assistant Superintendent
Educational Services

SHAWN CABEY
Assistant Superintendent
Administrative Services

SCHOOL SITES

ANAVERDE HILLS SCHOOL
Jacob Briggs, Co-Principal
Shannon Rossall, Co-Principal

COTTONWOOD SCHOOL
Laura Duran, Principal

DEL SUR SCHOOL
Jessica Kott, Principal

ESPERANZA SCHOOL
Nicole Hernandez, Principal

**GREGG ANDERSON
ACADEMY**
Shelly Dearing, Co-Principal
Kristin Kruizinga, Co-Principal

HILLVIEW MIDDLE SCHOOL
Rodney Lots, Co-Principal
Jennifer Slater-Sanchez,
Co-Principal

**JOE WALKER MIDDLE
SCHOOL**
Steve Wood, Principal

LEONA VALLEY SCHOOL
Jacob Briggs, Co-Principal
Shannon Rossall, Co-Principal

QUARTZ HILL SCHOOL
Andrea Paxton, Principal

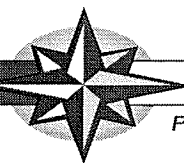
RANCHO VISTA SCHOOL
Cathy Bennett, Principal

SUNDOWN SCHOOL
Timothy Barker, Principal

VALLEY VIEW SCHOOL
Rebecca Davis, Principal

WESTSIDE ACADEMY
Thomas Morreale
Principal/Teacher

Westside



Union School District

Pointing the way, providing the path

BOARD OF TRUSTEES

John Curiel
Steve DeMarzio
Linda Jones
Jennifer Navarro
Patricia K. Shaw

RESOLUTION NO. 18-92

CHANGE IN OBSERVANCE DATE FOR LINCOLN'S DAY

WHEREAS, The Monday or Friday of the week in which February 12 is observed is known as "Lincoln's Day", and

WHEREAS, Per Education Code section 37220 subdivision (e) the governing board of a school district, by adoption of a resolution, may revise the date upon which the schools of the district close in observance of any the holidays identified in subdivision (a) of section 37220.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Westside Union School District approve the change in observance date of Lincoln's Day from February 11, 2019, to November 19, 2018, and February 14, 2020, to November 25, 2019, for students and February 11, 2019, to November 21, 2018 and February 14, 2020 to November 20, 2019, for classified staff on the 198-260 work year calendars.

THE FOREGOING RESOLUTION was adopted on the 26th day of June 2018, in the community of Quartz Hill, California.

John Curiel, President

Patricia K. Shaw, Vice President

Linda Jones, Clerk

Jennifer Navarro, Member

Steve DeMarzio, Member

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Robert Hughes, Deputy Superintendent

SUBJECT: Unrepresented Employee Groups (All Management, Confidential, Playground and Crossing Guard) Settlement Agreements for 2018-19 and 2019-20 School Years

BACKGROUND:

Board Approval for the following items to conclude negotiations for the 2018-19 and 2019-20 school years:

- A. Settlement Agreement with all Unrepresented Employee Groups (Management, Confidential, Playground and Crossing Guard) for the 2018-2019 school year as follows:
1. A 2.0% increase on all Management Base Salary Schedules for the 2018-19 school year effective July 1, 2018. In December 2018, a one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.
 2. A 2.0% increase on all Confidential Base Salary Schedules for the 2018-19 school year effective July 1, 2018. In December 2018, a one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.
 3. A 2.0% increase on all Playground Supervisor and Crossing Guard Base Salary Schedules for the 2018-19 school year effective July 1, 2018. In December 2018, a one-time 2% compensation calculated on actual earnings from July 1, 2018, through October 31, 2018, will be paid to each employee (Unit Members) employed as of October 31, 2018. In June 2019 a one-time 2.286% compensation calculated on actual earnings from November 1, 2018, through May 31, 2019, will be paid to each employee (Unit Members) employed as of May 31, 2019. Mid-year hires will be paid on a pro-rata basis.
- B. Settlement Agreement with Unrepresented Employee Groups (All Management, Confidential, Playground and Crossing Guard) for the 2019-2020 school year as follows:
1. A 2.0% increase on all Management Base Salary Schedules for the 2019-20 school year effective July 1, 2019. In December 2019, a one-time 2% compensation calculated on actual earnings from July 1, 2019, through October 31, 2019, will be paid to each employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019, through May 31, 2020, will be paid to each employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.
 2. A 2.0% increase on all Confidential Base Salary Schedules for the 2019-20 school year effective July 1, 2019. In December 2019, a one-time 2% compensation calculated on actual earnings from July 1, 2019, through October 31, 2019, will be paid to each employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019, through May 31, 2020, will be paid to each employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.

3. A 2.0% increase on all Playground Supervisor and Crossing Guard Base Salary Schedules for the 2019-20 school year effective July 1, 2019. In December 2019, a one-time 2% compensation calculated on actual earnings from July 1, 2019, through October 31, 2019, will be paid to each employee (Unit Members) employed as of October 31, 2019. In June 2020 a one-time 2.286% compensation calculated on actual earnings from November 1, 2019, through May 31, 2020, will be paid to each employee (Unit Members) employed as of May 31, 2020. Mid-year hires will be paid on a pro-rata basis.

PROGRAM/EDUCATIONAL IMPLICATION:

All Management, Confidential, Playground and Crossing Guard employees will continue to serve the District in support services and instructional leadership.

COST ANALYSIS:

General Fund - \$415,748 for 2018-19; \$426,533 for 2019-20

Cafeteria Fund - \$7,881 for 2018-19; \$8,058 for 2019-20

Capital Facilities Fund - \$398 for 2018-19; \$407 for 2019-20

Capital Project for Blended Component Units Fund - \$1,103 for 2018-19; \$1,127 for 2019-20

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES

PREPARED BY: Robert Hughes, Deputy Superintendent

SUBJECT: Variable Term Waiver

BACKGROUND:

Variable Term Waivers are designed to allow employing agencies to hire qualified individuals to fill a position for which they have not yet completed a credential program. Variable Term Waivers are issued in 1 year periods and require adequate progress toward the credential goal for renewal.

PROGRAM/EDUCATIONAL IMPLICATION:

The Variable Term Waiver allows for utilization and retention of qualified candidates who have yet to start or complete the appropriate credential program.

COST ANALYSIS/FUNDING SOURCE:

Not applicable

DEPUTY SUPERINTENDENT'S RECOMMENDATION:

Approval

Teacher Assignments Authorized by Variable Term Waiver:

| | |
|------------------|---------------------|
| Sandra Molloy | 100% Speech Teacher |
| Danielle Eichner | 100% Speech Teacher |
| Anna Olegine | 100% Speech Teacher |
| Hayley Clarke | 100% Speech Teacher |

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Robert Hughes, Deputy Superintendent
SUBJECT: Provisional Intern Permit

BACKGROUND:

Provisional Intern Permits are designed to allow employing agencies to hire qualified individuals to fill a position for which they have not yet completed a credential program. Provisional Intern Permits are issued in 1 year periods and require adequate progress toward the requirements for admittance into a university internship for renewal.

PROGRAM/EDUCATIONAL IMPLICATION:

The Provisional Intern Permit allows for utilization and retention of qualified candidates who have yet to start or complete the appropriate credential program.

COST ANALYSIS/FUNDING SOURCE:

None

DEPUTY SUPERINTENDENT'S RECOMMENDATION:

Approval

Teacher Assignments Authorized by Provisional Intern Permit

Erin Krytzer

100% Multiple Subject

BOARD AGENDA

June 26, 2018

TO: BOARD OF TRUSTEES
PREPARED BY: Robert Hughes, Deputy Superintendent
SUBJECT: Short Term Staff Permit

BACKGROUND:

Provisional Intern Permits are designed to allow employing agencies to hire qualified individuals to fill a position for which they have not yet completed a credential program. Provisional Intern Permits are issued in 1 year periods and require adequate progress toward the requirements for admittance into a university internship for renewal.

PROGRAM/EDUCATIONAL IMPLICATION:

The Provisional Intern Permit allows for utilization and retention of qualified candidates who have yet to start or complete the appropriate credential program.

COST ANALYSIS/FUNDING SOURCE:

None

DEPUTY SUPERINTENDENT'S RECOMMENDATION:

Approval

Teacher Assignments Authorized by Short Term Staff Permit

Michelle Bridges

100% Education Specialist Mild/Mod

Genie Esse

100% Education Specialist Mild/Mod