



BOARD OF EDUCATION - REGULAR MEETING

AGENDA

District Office - Board Room
500 N. Walnut Street, La Habra, CA 90631

Thursday, March 12, 2020 06:00 PM

5:00 PM - Closed Session

6:00 PM – Call to Order/Regular Meeting

(Meetings are recorded for use in official minutes)

1. Formal Call to Order

Start time: 05:00 PM

2. Closed Session

- a. Public Employee Discipline/Dismissal/Release/Personnel Matters
Government Code Sections 54954.5(d), 54957
- b. Expulsion for Student #1218346
Government Code Section 54962

3. Adjourn to Closed Session

4. Second Call to Order

Start time: 06:00 PM

- o Welcome
- o Pledge of Allegiance

5. Report from Closed Session

6. Action Item: Adoption of Agenda

(Action)

Motion _____

Second _____

Board Action _____

7. Action Item: Approval of Minutes of the Regular Meeting of February 13, 2020 and Special Meeting of February 19, 2020. (Action)

Motion _____ Second _____ Board Action _____

8. Correspondence: Clerk of the Board

9. Public Interest

- Oath of Office for Provisional Appointee to the Board of Trustees
- Washington Middle School students will present Project Lead the Way - Robotics

10. Public Comment

Members of the audience may address the Board of Education on agenda items during consideration of that item and items not on the agenda that are within the Board's subject matter jurisdiction. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a Presentation Card, available on the table near the hallway door. The Presentation Card must be completed and given to the Secretary prior to the meeting. Matters not on the agenda may neither be acted upon nor discussed by the Board, but will be researched and responded to in any one of the following ways: 1) by telephone after research; 2) by mail after research; or 3) at a subsequent Board meeting as an agenda item.

11. CONSENT CALENDAR (Action)

Motion _____ Second _____ Board Action _____

a. EDUCATIONAL SERVICES (Consent Agenda)

1. Contract Reports - Educational Services/Special Education

[Contracts - Educational Services \(p. 6\)](#)

[Contracts- Special Education \(p. 7\)](#)

2. Staff Development

[Staff Development \(p. 8\)](#)

b. BUSINESS SERVICES (Consent Agenda)

1. Contract Reports - Business Services

[Contracts- Business Services \(p. 10\)](#)

2. Expenditures Report

[Expenditure Report \(p. 11\)](#)

3. Donations

[Donation List \(p. 12\)](#)

4. Field Contracts

[Field Contracts \(p. 13\)](#)

c. PERSONNEL SERVICES (Consent Agenda)

1. Separations/New Hires

[Separations \(p. 14\)](#)

[New Hires \(p. 15\)](#)

2. Change of Status

[Change of Status \(p. 17\)](#)

12. GENERAL MATTERS

a. Public Hearing: Initial Contract Proposals

Trustees will hold an official public hearing to receive public comment on the following:

1. Initial contract proposal to the District by the La Habra Education Association per the attachment.

[LHEA Sunshine 2020-2021 \(p. 18\)](#)

2. District's initial contract proposal to the La Habra Education Association per the attachment.

[District's Initial Proposal \(p. 19\)](#)

b. Action Item: Initial District Proposal

(Action)

Following the public hearing, it is recommended that Trustees accept the La Habra Education Association's initial contract proposal and adopt the District's initial contract proposal to the La Habra Education Association.

Motion_____

Second _____

Board Action_____

c. Action Item: 2020 California School Boards Association Delegate Assembly Election

(Action)

Trustees are requested to approve up to seven candidates for the 2020 California School Boards Association Delegate Assembly per the attachment.

Motion_____

Second _____

Board Action_____

[Board Memo CSBA Election \(p. 20\)](#)

[Delegate Assembly Ballot \(p. 21\)](#)

13. BUSINESS MATTERS

a. Information Item: Piper Sandler & Co., Update

(Information)

Presenter: Tim Carty, Managing Director

Trustees will be provided with a presentation from Piper Sandler & Co. regarding the Measure 'O' General Obligation Bonds.

b. Action Item: Approval of Contract with Piper Sandler & Co.

(Action)

Trustees are requested to approve the contract for financial advisory services with Piper Sandler & Co. related to Measure 'O' General Obligation Bonds per the attachment.

Motion_____

Second _____

Board Action_____

[Piper Sandler Memo \(p. 23\)](#)

[Financial Advisory Services Contract \(p. 24\)](#)

c. Information/Action Item: Certification of Second Interim Financial Report and Budget Transfers/Income Adjustments (Action)

Presenter: Christeen Betz, Chief Business Official

After discussion of the Second Interim Financial Report, Trustees are requested to certify the report. Included in this action will be authorization to:

1. Make budget transfers and adjustments in the added/less income for select budget categories for 2019/2020.

Motion_____ **Second** _____ **Board Action**_____

[Second Interim Memo \(p. 39\)](#)

[Second Interim Report \(p. 40\)](#)

d. Action Item: Approval of Resolution #1-2020/Education Technology Joint Powers Authority (Action)

Trustees are requested to approve Resolution #1-2020 authorizing the District to participate in the Education Technology EdTech Joint Powers Authority per the attachment.

Motion_____ **Second** _____ **Board Action**_____

[EDTech Board Memo \(p. 41\)](#)

[Resolution #1-2020 \(p. 42\)](#)

[Technology Associate Member Agreement \(p. 44\)](#)

14. INSTRUCTION AND PERSONNEL

a. Action Item: Certificated Early Retirement (Action)

Trustees are requested to take action on the certificated employee request for Early Retirement per the attachment.

Motion_____ **Second** _____ **Board Action**_____

[Early Retirees - Board March 2020 \(p. 50\)](#)

15. Board/Superintendent Comments:

16. Adjournment

Motion_____ **Second** _____ **Board Action**_____

17. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for April 9, 2020 at 6:00 p.m., at the District Education Board Room, 500 N. Walnut Street, La Habra, California.

La Habra City School District is a tobacco-free district. Tobacco use is prohibited on District property at all times. Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Superintendent's Office at 562-690-2300; fax: 562-690-4154.



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education
SANDI BALTES, President
JOHN A. DOBSON, Clerk/Vice-President
ADAM ROGERS, Member
CYNTHIA AGUIRRE, Member
OFELIA HANSON, Member

JOANNE CULVERHOUSE, Ed.D., Superintendent

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Renewal of agreement to participate in the School Pantry Program that distributes fresh produce to families	District	7/1/2020	6/30/2021	Second Harvest Food Bank of Orange County	N/A	N/A
Field trip into exploration of marine life meeting the 5th grade Next Generation Science Standards	Arbolita	5/26/2020	5/26/2020	Discovery Cube's OceanQuest	\$600.00	Donations

RATIFICATION

Laser Science assemblies	Imperial Middle School	12/14/2019	12/14/2019	Bureau of Lectures	\$850.00	Title I
Teaching dance movement classes and performance	Las Positas	11/5/2019	12/10/2019	Frances Ann Jaskowiak	\$440.00	Title I
MOU for four schools including the STEM program for parent training courses	Multiple school sites	9/1/2019	6/1/2020	PIQE	\$34,000.00	Title III
Take Back Your Voice assemblies	Imperial Middle School	3/12/2020	3/12/2020	Bureau of Lectures	\$1,000.00	Title I
Addendum to the Memorandum of Understanding with Centralia School District to provide special education programs and services, including a regional deaf and hard of hearing program	Centralia School District	7/1/2019	6/30/2020	Centralia School District	\$25,000.00	Special Education
Addendum to Agreement with American Logistics Company (ALC Schools) to continue to provide transportation services as requested by the District	District	7/1/2019	6/30/2020	ALC Schools, LLC	\$37,000.00	Special Education Transportation
Early Developmental Index (EDI) Public Awareness Campaign	District	3/9/2020	4/30/2020	Child 360	\$12,500.00	EDI Taskforce Grant

BOARD APPROVAL: March 12, 2020



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education

SANDI BALTES, *President*
JOHN A. DOBSON, *Clerk/Vice-President*
ADAM ROGERS, *Member*
CYNTHIA AGUIRRE, *Member*
OFELIA HANSON, *Member*

JOANNE CULVERHOUSE, Ed.D., *Superintendent*

REQUEST FOR APPROVAL OF SPECIAL EDUCATION SERVICE CONTRACTS

Approval of the following contract(s) will provide services to students with exceptional needs per Education Code 56157 and 56365-56366.7 on the basis of each pupil's Individualized Education Program (IEP).

Contract Agency: Haynes Family of Programs
233 W. Baseline
La Verne, CA 91750

Student	Services Provided	Start Date	End Date	Rate	Max. Sessions	Contract Amount
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RATIFICATION

#1218424	Addendum to add one-to-one aide daily	2/5/2020	6/4/2020	\$ 153.00	77	\$ 11,781.00
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					TOTAL	\$ 11,781.00
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BOARD APPROVAL: March 12, 2020

LA HABRA CITY SCHOOL DISTRICT
REQUEST FOR APPROVAL/RATIFICATION OF PROFESSIONAL DEVELOPMENT PROGRAMS

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
Conditions of Children Community Forum	Irvine, CA	2/19/2020	Receive information on public and school health	Susana Kurth	\$0.00	N/A
2020 CA Association for Health, P.E., Recreation and Dance State Conference	Garden Gove, CA	2/20- 2/22/2020	Learn methods to enhance skill development in physical education	Michael Hyun	\$255.00	United Way Grant
Ages and Stages Questionnaires - Social Emotional Training	Santa Ana, CA	2/21/2020	Training in tools for developmental screenings	Susana Kurth	\$45.00	School Readiness
Spring 2020 Aeriescon	Ontario, CA	3/2/2020	Training in Aeries and CALPADS	Mika Cross-Sepulveda	\$433.00	S&C
IB Design	Albuquerque, New Mexico	3/4- 3/7/2020	Training on implementing required IB Design Course	Cathy Seighman Carole Mortl Csilla Koppany	\$5,737.00	General Fund
Transportation Leadership Academy	Costa Mesa, CA	3/6- 12/12/2020	Training on transportation management	David Richardson	\$2,500.00	Transportation
A DIY Approach to Universal Design Learning	Costa Mesa, CA	3/17/2020	Understanding UDL to promote equity in classroom instruction	Julie Hernandez Jacklyn Hemphill Ellisa Sanchez Deanna Putnam	\$700.00	S&C

LA HABRA CITY SCHOOL DISTRICT
REQUEST FOR APPROVAL/RATIFICATION OF PROFESSIONAL DEVELOPMENT PROGRAMS

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
Computer Using Educators National Conference	Palm Springs, CA	3/18- 3/21/2020	Learn latest technology uses in classroom	Debbye Viveros Wendy Miller Jasmine Frias Ryan Bean	\$3,890.00	S&C
New Pedagogies for Deep Learning (NPDL) Facilitators Institute	La Puente, CA	3/31, 4/1, 4/12/2020	Expand knowledge to implement deep learning strategies	Danette Brown Greta Hobson	\$1,790.00	Grant
2020 CASBO Annual Conference	Palm Springs, CA	3/29- 4/1/2020	School business conference	Arlene Magana	\$2,483.00	Unrestricted
Neurosciences Institute Epilepsy School Nurse Conference	Orange, CA	4/29/2020	Updates in epilepsy, seizure first aid, and medications	Susana Kurth	\$0.00	N/A
OC School Nurses Organization Spring Conference	Fountain Valley, CA	5/13/2020	To learn updates in health and school nursing	Jamie Youn	\$55.00	General Fund



La Habra City School District

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OFELIA HANSON, *Member*

JOANNE CULVERHOUSE, Ed.D., *Superintendent*

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / BUSINESS SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Software with scheduling, dispatch, and time & attendance functions that automates and stores electronically	District	3/13/2020	3/13/2023	Bytecurve Holdings	\$12,450.00	Transportation

RATIFICATION

In-service training for bus drivers by a State-certified instructor	District	2/13/2020	6/30/2020	Whittier Christian High School Association	\$5,000.00	Transportation
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BOARD APPROVAL: March 12, 2020

Warrant Reports: February 1, 2020 – March 2, 2020

Approve warrants numbered 30-083338 through 30-083626
For the amount of \$1,599,558.26 as presented.

0101	General fund	\$1,280,866.54
1212	Child Development	\$1,197.18
1313	Nutrition Services	\$112,176.16
2128	Building Fd GO Bonds S-2012D	\$175,179.35
2525	Capital Facilities	\$120.00
4040	Special Reserve	<u>\$30,019.03</u>
TOTAL		\$1,599,558.26

DONATIONS MADE TO LA HABRA CITY SCHOOL DISTRICT
November 19, 2019 to February 25, 2020

Edison	11/19/2019	Your Cause <i>Sierra Vista</i>	<u>500.00</u>
Edison	12/17/2019	Your Cause <i>Arbolita</i>	<u>100.00</u>
Marion Darvin	01/21/2020	Buddy Bench <i>Las Positas</i>	<u>150.00</u>
Theresa Perez	01/31/2020	Science Camp <i>Arbolita</i>	<u>100.00</u>
Lori Varela	01/31/2020	Science Camp <i>Arbolita</i>	<u>275.00</u>
VIP Rubber Co, Inc.	01/31/2020	Science Camp <i>Sierra Vista</i>	<u>500.00</u>
		Total	1,625.00



La Habra City School District

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OFELIA HANSON, *Member*

JOANNE CULVERHOUSE, Ed.D., *Superintendent*

REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Luna Construction	Labor and materials to repair brick work, replace door, furnace closet and concrete walkway	Washington Middle School, District Office, El Cerrito	\$10,250.00
MJ Wiretech	Labor and materials to run and test indoor/outdoor fiber optics	Transportation Dept, Nutrition Services, Warehouse	\$5,750.00
MJ Wiretech	Labor and materials to run various internet cables	Warehouse, Walnut, El Cerrito	\$2,025.00
Wolverine Fence	Labor and materials to demo and install gate	District Office Maintenance Yard	\$14,360.00
Rivera Painting Plus	Labor and materials to prep and paint exterior building	Washington	\$17,500.00
Williams Tree Service	Labor and dump fees to trim and remove trees	District Office	\$19,050.00
EJ Enterprises	Labor and materials to remove and install door and frame	Walnut	\$5,935.00

LA HABRA CITY SCHOOL DISTRICT

March 12, 2020

TO: Board of Trustees

FROM: Carol Argomaniz, Director of Classified Personnel/Insurance Supervisor

SUBJECT: EMPLOYEE SEPARATIONS

NAME/JOB TITLE/ SCHOOL	HIRE DATE	REASON	EFFECTIVE DATE
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CLASSIFIED

Corral, Berenice I A III-Sp Ed/Behavior Arbolita	9/18/2018	Resigned	2/7/2020
Diaz, Samone Educational Asst Las Positas	8/16/2019	Resigned	2/14/2020
Hernandez, Sandy Student Supervisor Sierra Vista	11/15/2016	Resigned	2/14/2020
Whitmarsh, Mary Satellite Kitchen Lead Nutrition Services	11/4/1996	Resigned/Retired	12/30/2019

(TO BOARD: MARCH 12, 2020)

LA HABRA CITY SCHOOL DISTRICT

March 12, 2020

TO: Board of Trustees

FROM: Carol Argomaniz, Director of Classified Personnel/Insurance Supervisor

SUBJECT: RATIFICATION OF EMPLOYEES HIRED SUBSEQUENT TO FEBRUARY 15, 2020

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
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CLASSIFIED

Alvarez, Arianna Student Supervisor Las Lomas	Probationary	Student Supervisor	\$13.00/hour	1/16/2020
**Cunningham, Meghan I A I-Sp Ed Sierra Vista	Probationary	17-2	\$17.38/hour	1/23/2020
*Diaz, Stephanie I A I-Sp Ed Las Positas	Probationary	17-1	\$16.57/hour	1/16/2020
**Favela, Gabriela I A III-Sp Ed/Behavior Arbolita	Probationary	21-1	\$18.29/hour	2/6/2020
*Gaeta-Toro, Margarita I A I-Sp Ed Ladera Palma	Probationary	17-1	\$16.57/hour	1/21/2020
Garcia, Gloria Student Supervisor Walnut	Probationary	Student Supervisor	\$13.00/hour	1/16/2020
**Hoskins, Beverly I A I-Sp Ed Walnut	Probationary	17-2	\$17.38/hour	1/16/2020
**Kolakowski, Victoria Student Supervisor Sierra Vista	Probationary	Student Supervisor	\$13.00/hour	1/27/2020
**Morelos, Denise I A I-Sp Ed Walnut	Probationary	17-2	\$17.384/hour	1/27/2020

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
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CLASSIFIED (continued)

*Morgutia, Christine I A III-Sp Ed/Behavior El Cerrito	Probationary	21-1	\$18.29/hour	2/3/2020
***Palacios Ballardo, Liseth Educational Asst Sierra Vista	Permanent	17-2	\$17.38/hour	1/27/2020

*Promoted from another position

**Previously substitute status

***Rehire

(TO BOARD: MARCH 12, 2020)

LA HABRA CITY SCHOOL DISTRICT

March 12, 2020

TO: Board of Trustees

FROM: Carol Argomaniz, Director of Classified Personnel/Insurance Supervisor

SUBJECT: PERSONNEL CHANGE OF STATUS

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED

Arroyo, Janet I A I-Sp Ed Sierra Vista	FTE	3.0 hours/day	3.25 hours/day
Cabrera, Isabella I A I-Sp Ed El Cerrito	Position	*I A III-Sp Ed/Behavior	I A I-Sp Ed
Cunningham, Meghan I A I-Sp Ed Sierra Vista	FTE	3.0 hours/day	3.25 hours/day

*Did not pass probation

(TO BOARD: MARCH 12, 2020)



LHEA
La Habra Education Association

March 14, 2020

Dr. Egan,

On behalf of the La Habra Education Association, please accept this letter as our “Sunshine” for the 2020-2021 round of negotiations.

With the use of Interest Based Bargaining, LHEA will be presenting our specific interests at the onset of negotiations. At the present time, the entire contract is open for negotiations, and while we know we will not be making changes in every article, we wish to sunshine the entire contract for possible language and date changes, and changes due to new laws that may be necessary as we go through the process.

Our main focus will be on salary, health and welfare, and miscellaneous working conditions.

Again, we will have more detailed information regarding our interests when we come together, however, at the present time, we wish to sunshine that there may possibly be discussions regarding language changes in every article as needed to make updates.

We have appreciated the District’s willingness to work on areas of mutual, and either District specific, or LHEA specific concerns.

Please contact me if you have any questions or concerns regarding our upcoming negotiations.

Sincerely,

Shannon Belknap, President, LHEA

**La Habra City School District
Initial Proposal
To La Habra Education Association
March 12, 2020**

The District and the Association shall meet and negotiate possible modifications to:

1. The unit members' compensation program. The District's interests on these issues include, but are not limited to the following:
 - a. The impact of declining enrollment
 - b. Maintaining competitive salary and health benefits
 - c. Anticipated increases in health benefit costs
 - d. Cost of step movement on salary schedule
 - e. Impact of State and/or Federal funding
 - f. Impact of deficit spending
2. The term of the Collective Bargaining Agreement (CBA). The District's interest on this issue includes, but is not limited to:
 - a. Extend the term of the CBA beyond one year

The District reserves the right to amend and modify this initial proposal during the negotiating process.

La Habra City School District

To: Board of Education
From: Danelle Bautista, Executive Assistant to the Superintendent
Date: March 12, 2020
CC: Superintendent

Re: 2020 California School Boards Association (CSBA) Delegate Assembly Election

Background:

The California School Boards Delegate Assembly plays a key role in the California School Boards Association (CSBA) governance structure. Nominations for representatives to the CSBA Delegate Assembly were accepted by CSBA in January 2020. As a result of those nominations, there are 15 candidates for seven vacancies in the California School Boards Delegate Assembly, Region 15. The ballot also has a provision for write-in candidates if Trustees choose to vote for an individual whose name is not printed on the ballot. Ballots must be postmarked and returned to CSBA in Sacramento on or before Monday, March 16, 2020.

Rationale:

The CSBA conducts this annual Delegate Assembly Election, and Trustees are afforded the opportunity to vote for candidates.

Recommended Action:

Approve 2020 CSBA Delegate Assembly Election Candidates.

Financial Implications, if any:

None

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

CORRECTED OFFICIAL 2020
DELEGATE ASSEMBLY BALLOT REGION 15
(Orange County)

(Vote for no more than 7 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

<input type="checkbox"/> Alfonso Alvarez (Santa Ana USD)	<input type="checkbox"/> Shari Kowalke (Huntington Beach City SD)*
<input type="checkbox"/> Michelle Barto (Newport-Mesa USD)	<input type="checkbox"/> Kathy Moffat (Orange USD)
<input type="checkbox"/> Lauren Brooks (Irvine USD)*	<input type="checkbox"/> Arturo Montez (Centralia ESD)
<input type="checkbox"/> Carrie Buck (Placentia-Yorba Linda USD)	<input type="checkbox"/> Annemarie Randle-Trejo (Anaheim Union HSD)
<input type="checkbox"/> Gina Clayton-Tarvin (Ocean View SD)	<input type="checkbox"/> Michael Simons (Huntington Beach Union HSD)*
<input type="checkbox"/> Lynn Davis (Tustin USD)*	<input type="checkbox"/> Patricia Singer (Ocean View SD)
<input type="checkbox"/> Elizabeth Gonzalez (Centralia ESD)	<input type="checkbox"/> Sharon Wallin (Irvine USD)*
<input type="checkbox"/> Candice Kern (Cypress ESD)*	

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 15 – 27 Delegates (18 elected/9 appointed◆)

Director: Meg Cutuli (Los Alamitos USD)

Below are the current Delegates and their terms (as of January 31, 2020).

County: Orange

Dana Black (Newport-Mesa USD), term expires 2020
David Boyer (Los Alamitos USD), term expires 2021
Lauren Brooks (Irvine USD), term expires 2020
Bonnie Castrey (Huntington Beach Union HSD), term expires 2021
Ian Collins (Fountain Valley ESD), term expires 2021
Lynn Davis (Tustin USD), term expires 2020
Jackie Filbeck (Anaheim ESD), term expires 2021
Carrie Flanders (Brea Olinda USD), term expires 2021
Karin Freeman (Placentia-Yorba Linda USD), term expires 2021
Ira Glasky (Irvine USD)◆, appointed term expires 2020
Patricia Holloway (Capistrano USD)◆, appointed term expires 2021
Al Jabbar (Anaheim Un. HSD), term expires 2021
Candice (Candi) Kern (Cypress ESD), term expires 2020
Shari Kowalke (Huntington Beach City ESD), term expires 2020
Martha McNicholas (Capistrano USD)◆, appointed term expires 2020
Charlene Metoyer (Newport-Mesa USD), term expires 2021
Walter Muneton (Garden Grove USD)◆, appointed term expires 2021
Lan Nguyen (Garden Grove USD)◆, appointed term expires 2020
John Palacio (Santa Ana USD)◆, appointed term expires 2020
Annemarie Randle-Trejo (Anaheim Union HSD)◆, appointed term expires 2020
Rigo Rodriguez (Santa Ana USD)◆, appointed term expires 2021
Francine Scinto (Tustin USD), term expires 2020
Michael Simons (Huntington Beach Union HSD), term expires 2020
Suzie R. Swartz (Saddleback Valley USD), term expires 2021
Sharon Wallin (Irvine USD), term expires 2020
Vacancy until 3/31/2021

County Delegate:

John (Jack) Bedell (Orange COE), term expires 2021

County

Orange

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Chief Business Official
Date: March 12, 2020
CC: Superintendent
Re: Piper Sandler & Co. Contract for Financial Advisory Services

Background:

The District will be presenting to the Board of Education a contract for Financial Advisory Services with Piper Sandler & Co. (previously Piper Jaffrey & Co.). Timothy Carty will be the District's consultant and provide support for any new issuances of the Measure O General Obligation Funds. The District still has \$11.5 million in unissued bonds. The District requires the services of a financial services firm experienced in municipal advisory work with respect to matters of the District, including, but not limited to, capital facilities, financial strategy and planning, best practices for debt instruments and the analysis of the feasibility of future General Obligation Bonds, Certificates of Participation and other forms of debt instruments.

Rationale:

It is critical for the District to have a Financial Advisory Services Agreement for future debt issuances.

Recommended Action:

The District recommends the Board of Trustees approve the contract for Financial Advisory Services by Piper Sandler & Co.

Financial Implications, if any:

The District will pay \$75 thousand if any new bonds are sold, payment will be from the Bond Fund.

**AGREEMENT BETWEEN
LA HABRA CITY SCHOOL DISTRICT AND PIPER SANDLER & CO. (PIPER JAFFRAY & CO.)
FOR GENERAL PURPOSE FINANCIAL ADVISORY SERVICES**

THIS AGREEMENT FOR FINANCIAL ADVISORY SERVICES, made this ____ day of _____, 2020, by and between LA HABRA CITY SCHOOL DISTRICT (hereinafter called "District"), party of the first part, and PIPER SANDLER & CO. (new name of Piper Jaffray & Co.), 2321 Rosecrans Avenue, Suite 3200, El Segundo, California, (hereinafter called "Piper Sandler"), party of the second part:

WITNESSETH

WHEREAS, on November 6, 2012 the District successfully passed its Measure "O" General Obligation Bond election authorizing it to proceed with the issuance and sale of General Obligation Bonds to modernize and improve classrooms and support facilities, upgrade libraries and science labs, increase student and teacher access to computers and modern classroom technology, improve student safety, replace leaky roofs and upgrade lighting, window, utility, heating, and ventilation systems to reduce annual operating costs; and

WHEREAS, the District to date has issued Measure "O" General Obligation Bonds, Series A in December 2012, Series B in March 2015, Series C in March 2017 and Series D in November 2018; and

WHEREAS, the District has authorized but unissued Measure "O" General Obligation Bonds and will need to issue those bonds in the future; and

WHEREAS, the District, in order to be successful in issuing the remaining Measure "O" General Obligation Bonds, requires the services of a financial services firm experienced in municipal advisory work to advise it with respect to the structuring and sizing of General Obligation Bond issuances and the selection of appropriate bond underwriting firms; to assist it in securing favorable credit ratings and/or municipal bond insurance for its General Obligation Bonds; and to coordinate the marketing and distribution of the General Obligation Bonds through negotiated or competitive sales, series by series; and

WHEREAS, the District regularly reviews all of its facilities and technology needs on a regular basis and maintains an assessment of what improvements thereto might be needed; and

WHEREAS, the District from time to time may need to consider planning for future General Obligation Bond ballot measures and the subsequent issuances of General Obligation Bonds thereunder or the issuance of other debt instruments to finance various facilities and technology improvements in order to enhance the quality of education within the District; and

WHEREAS, the District occasionally may desire to obtain additional financial information from expert sources as well as information from the community regarding its opinions of the facility and technology needs of the District and possible new funding sources for those needs, including from community engagement, public opinion polling and other measures; and

WHEREAS, the District requires the services of a financial services firm experienced in

municipal advisory work and school bond election planning to assist it in being successful in said potential future General Obligation Bond ballot measures and to advise it from time to time with respect to matters of the District, including, but not limited to, capital facilities, financial strategy and planning, best practices for debt instruments and the analysis of the feasibility of future General Obligation Bonds, Certificates of Participation and other forms of debt instruments; and

WHEREAS, the District successfully passed several voter-approved General Obligation Bond measures in the past and subsequently issued bonds that it might want to refinance in the future; and

WHEREAS, Piper Sandler is an experienced financial services firm highly qualified and capable of providing Financial Advisory services to the District;

NOW THEREFORE, it is mutually agreed as follows, to wit:

The District hereby enters into this Agreement with Piper Sandler and Piper Sandler hereby accepts such Agreement from the District to perform the services upon the terms, subject to the conditions and in consideration of the payments as hereinafter set forth:

(A) **Scope of Agreement.** This Agreement is intended to apply to all General Obligation Bond ballot measures and issuances of debt that may be required by the District from time to time, as further described in sections B(I)1 through B(I)11, below.

(B) **Services to be Provided to the District.**

- I. General Financial Advisory Services. Piper Sandler will perform the following at the request of the District, if applicable.
 1. Piper Sandler will assist the District in the analysis and evaluation of major capital and technology improvements and alternative financing sources and strategies, including but not limited to future General Obligation Bond elections, Certificates of Participation and others that can be employed to finance those capital and technology improvements, including public or private financings.
 2. Piper Sandler will assist in the preparation and presentation of workshops or study sessions, relating to topics deemed appropriate by the District, for the Board, community and/or bond oversight committee members.
 3. Piper Sandler will advise the District on pending or enacted State or Federal legislation, regulations and rulings pertaining to municipal finance and debt financings in California.
 4. Piper Sandler will advise the District with regard to the potential benefits of refinancings of outstanding debt obligations.
 5. Piper Sandler will assist the District in the periodic review and development of plans and policies for best practices for debt issuances.
 6. Piper Sandler will annually evaluate the District's assessed valuation performance and trends and then advise the District on reasonable assessed valuation growth projections.
 7. Piper Sandler will annually coordinate with the Orange County Auditor-Controller on the calculation of Measure O General Obligation Bond tax levies and tax rates and then periodically report back to the District.
 8. Piper Sandler will assist the District with potential future local General Obligation Bond elections and provide appropriate Financial Advisory services as they relate to such elections, including, but not limited to, review of proposed ballot language, selection of appropriate consultants and participation in committees and panels as deemed appropriate.
 9. Piper Sandler will advise and assist the District on matters related to any future voter-approved General Obligation Bond programs and future bond issuances.

10. Piper Sandler will perform such other services normally provided by Financial Advisors related to financings, including, but not limited to, attendance at meetings to create financing plans, discussions with County or County Office of Education staff, organization of meetings of financing team participants to determine the feasibility of any financing plans, assistance in the preparation of financing schedules, review of legal and disclosure documents, advice to the District on market conditions, execution of competitive sales of debt and/or negotiation with underwriters.
11. Piper Sandler will assist with the assembling of such other professional services firms as may be needed by the District.

II. Debt Issuance Financial Advisory Services. To the extent that the District proceeds with the issuance of General Obligation Bonds from any existing or future voter-approved ballot measures, Certificates of Participation and/or other forms of debt instruments or refinancings of prior debt instruments (collectively, "Bonds"), Piper Sandler will perform the following, at the request of the District as appropriate and if applicable to the financing:

1. Piper Sandler will recommend to the District a marketing plan for each series of Bonds including: the amount and timing of the bond sales (if in series), the exact terms and conditions under which the Bonds are to be sold and issued, the repayment schedule for the Bonds, the early prepayment features for the Bonds, paying agent provisions, the delivery of the Bonds, the receipt and application of property tax or other revenues to service the Bonds and other pertinent details.
2. Piper Sandler will evaluate the advantages and disadvantages of various financing structures and then advise the District on the appropriate structure as well as propose financing methods to be considered to meet the District's objectives.
3. Piper Sandler will analyze and advise the District with regard to the potential benefits and costs of issuing taxable and/or tax-exempt Bonds.
4. Piper Sandler will assist the District's Bond Counsel and District Counsel with preparation of the necessary resolutions of issuance or other legal documents for the Bonds and coordination of bond issuance activities with the appropriate County or County Office of Education officials.
5. Piper Sandler will assist in the review of an Official Statement or Bond Prospectus for each series of Bonds describing the District's projects, the Bonds, the security for payment of the Bonds and the economic and financial background of the District. Piper Sandler is not responsible for the preparation of the preliminary or final Official Statement or for verifying or

certifying as to the overall accuracy or completeness of any statements therein.

6. Piper Sandler will arrange for electronic posting and distribution of the Official Statement or Bond Prospectus to a comprehensive list of prospective bond purchasers.
7. Piper Sandler will assist the District in obtaining one or more credit ratings and/or commitments for Municipal Bond Insurance for the Bonds to the end that such Bonds may be sold for the lowest possible interest cost. Piper Sandler will provide the rating services and/or municipal bond insurance providers with all information required by such agencies necessary to establish such ratings and issue such commitments and make such trips and schedule such conferences with such agencies as may be necessary to obtain the highest possible ratings on and most competitive insurance commitments for the Bonds.
8. On an ongoing basis, Piper Sandler will inform the District of current municipal bond market conditions and assist the District in selecting the optimal time for entry into the municipal bond market.
9. Piper Sandler will advise the District as to the assembling of other professionals, such as Bond Underwriter and Official Statement printer, whose services would be of greatest benefit to the District.
10. During a competitive sale of any Bond issue, Piper Sandler will carry out the steps necessary to conduct such sale, including 1) assisting in the preparation and distribution of the Official Notice of Sale, Bid Form and Preliminary Official Statement to prospective bond underwriters, 2) responding to their questions regarding the Bond financing, 3) actively soliciting their bids, 4) coordinating publication of the Notice of Sale, 5) coordinating the bid opening process and 6) calculating the net interest cost of each bid received to determine the lowest bidder. We will provide such evidence as may be satisfactory to the District that the interest rates on the Bonds are favorable as compared to the marketplace.
11. During a publicly or privately negotiated sale of any Bond issue, Piper Sandler will carry out the steps necessary to conduct such sale, including 1) direct the work of the financing team, 2) determine the financial structure of each Bond issue, 3) direct the preparation of the underwriting documents, 4) coordinate with the rating agencies and prepare any rating presentations, 5) determine the feasibility of municipal bond insurance, 6) advise the District on the timing of the sale of each Bond issue and 7) analyze and advise the District on the proposed interest rates for each Bond issue prior to awarding the Bonds to an underwriter.
12. Piper Sandler will assist in representing the District at information meetings, if such meetings are necessary or desirable.

13. Piper Sandler will assist County and District officials, Bond Counsel and the ultimate bond purchasers in coordinating the delivery of the Bonds and receipt of the bond proceeds.
14. On an ongoing basis, Piper Sandler will assist the District in verifying that the amount of its bonded indebtedness outstanding at any one time does not exceed the 1.25% of assessed valuation State statutory limit, or as may be amended.
15. On an ongoing basis, Piper Sandler will work annually with the Orange County Auditor-Controller's Office to monitor the levy of the Tax Rate required to repay the District's General Obligation Bonds.

III. Limitation on the Scope of Services. The Services to be provided by Piper Sandler to the District in Sections I and II above ("Scope of Services") may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

In order to clarify the extent of our relationship with the District, Piper Sandler is required under MSRB Rule G-42 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services does not include advice on the investment of any bond proceeds or other investments of the District, dissemination agent services, or on the use of swaps or other derivatives, is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the District and Piper Sandler.

(C) Compensation of Piper Sandler.

1. Piper Sandler will not charge the District for General Financial Advisory Services provided under this Agreement.
2. Piper Sandler's fees for providing Debt Issuance Financial Advisory Services provided under this Agreement shall be computed in accordance with the following schedule, plus reasonable out-of-pocket expenses, payable upon the closing of each series of bonds or other debt instruments.

	General Obligation Bonds (1)	Refinancings	Certificates Of Participation
--	---	---------------------	--

			And Other Debt Instruments
Less Than \$10 Million	\$65,000	\$55,000	\$70,000
\$10 Million to \$20 Million	\$75,000	\$65,000	\$80,000
Greater Than \$20 Million	\$85,000	\$75,000	\$90,000

- (1) For the first issuance of General Obligation Bonds under a new voter-approved authorization, Piper Sandler will receive an additional \$10,000 in Financial Advisory fees for up-front planning.

Piper Sandler's compensation for participating in each series of bonds or other debt instruments shall be derived solely from the sale of the District's bonds or other debt instruments. If no sale occurs, then neither the District nor any of its agents or employees are under any obligation to compensate Piper Sandler for any services performed.

- (D) **Piper Sandler's Regulatory Duties When Servicing the District.** The Municipal Securities Rulemaking Board (MSRB) Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the District in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the District. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the District and the authority of each person acting on behalf of the District so as to effectively service the relationship with the District, to act in accordance with any special directions from the District, to understand the authority of each person acting on behalf of the District, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the District, if any, or by others that Piper Sandler reviews for the District, if any; (c) when making any representations, including with regard to matters pertaining to the District or any issue; and (d) when providing any information in connection with the preparation of any preliminary or final official statement, including information about the District, its financial condition, its operational status and its municipal securities. Specifically, the District agrees to provide to Piper Sandler any documents on which the District has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for an issue.

The District agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the District agrees that, to the extent the District seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the District will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the District for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the District's election to act or not act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the District. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the District arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the District of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to the District under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

(E) Staffing.

1. Piper Sandler will provide its Financial Advisory services to the District from out of its Southern California area office, based in El Segundo.

(F) **Termination.**

1. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendments, shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the District.

(G) **Required Disclosures.**

1. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement in Exhibit A.

(H) **Additional Provisions.**

1. Piper Sandler is a registered municipal advisor.
2. Independent Contractor Status. Piper Sandler, in the performance of this Agreement, shall be and act as an independent contractor. Piper Sandler understands and agrees that it shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District's employees are normally entitled.
3. Assignment/Successors and Assigns. Piper Sandler shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
4. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
5. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the District at:

If to the District: Joanne Culverhouse, Ed. D.
Superintendent
500 North Walnut Street

La Habra, CA 90631

If to Piper Sandler: Timothy P. Carty
Managing Director
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

With a copy to: Piper Sandler & Co.
Legal Department
800 Nicollet Mall
Minneapolis, MN 55402-7020

6. Execution in Counterparts/Authority. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
7. Entire Agreement/Amendments. This Agreement, including any amendments hereto which are expressly incorporated herein, constitutes the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except in writing executed by both the District and Piper Sandler.
8. Warranty of Authority. The persons indicated above are legally authorized to execute this Agreement on behalf of the respective parties, and to bind the respective parties to this Agreement.
9. Legal and Technical Advice. Piper Sandler is not legal counsel, an accountant or an engineer and is not providing legal, accounting or engineering guidance. None of the services contemplated in this Agreement shall be construed as or a substitute for legal services. The District acknowledges and understands that State and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the District and that the failure of Piper Sandler to advise the District respecting these laws shall not constitute a breach by Piper Sandler or any of its duties and responsibilities under this Agreement. The District acknowledges that any preliminary official statement and the final official statement are statements of the District and not of Piper Sandler.
10. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of California for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the

parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in State of California and (e) agrees that a final judgement in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law.

11. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of California.
12. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. THE PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.
13. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
14. The District and Piper Sandler intend and agree that, to the extent the performance of services by Piper Sandler with respect to a financing constitutes municipal advisory activities within the meaning of Section 15B(a)(1) of the Securities Exchange Act of 1934 or otherwise creates a duty of Piper Sandler under Section 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board, such duty does not extend beyond the services to be provided with respect to that financing and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the District and Piper Sandler.

IN WITNESS WHEREOF, said District, party of the first part, has caused these presents to be properly executed, and Piper Sandler, party of the second part, has caused these presents be executed by one of its officers, as of the date hereinabove set forth.

PIPER SANDLER & CO.

By: Timothy P. Carty
Timothy P. Carty
Its: Managing Director

Date: March 12, 2020

ACCEPTED AND AGREED:

LA HABRA CITY SCHOOL DISTRICT

By: _____
Joanne Culverhouse, Ed. D.
Superintendent
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

EXHIBIT A
TO
AGREEMENT BETWEEN
LA HABRA CITY SCHOOL DISTRICT AND PIPER SANDLER & CO.
FOR GENERAL PURPOSE FINANCIAL ADVISORY SERVICES

The following is being provided to you because of the new Municipal Securities Rulemaking Board (MSRB) Rule G-42, (which we refer to herein as the Rule), effective June 23, 2016, which will apply to Piper Sandler in its capacity as a financial advisor or municipal advisor to you. The Rule requires that municipal advisors provide to school districts disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to actual or potential material conflicts of interest, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a financial services firm with a client-oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. While we have not finalized the terms of our engagement with you, we are required to provide you with disclosures of potential conflicts related to compensation models we may mutually agree to. If the fees expected to be paid by you are based on the size of an issue, while this form of compensation is customary in the municipal securities market, it may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to you, or create an incentive for Piper Sandler to advise you to increase the size of the issue. If the fees expected to be paid by you are in a fixed amount established at the outset of the agreement, the amount is usually based upon an analysis by you and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than

originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. If the fees expected to be paid by you are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate, this form of compensation presents the appearance of a conflict or a potential conflict of interest if the District and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, any contingent-based compensation based upon the successful delivery of the issue, while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to you. We believe that each of these potential conflicts of interest are mitigated by our duty of care and fiduciary duty to you and by the general mitigations related to our duties to you, as described above.

Transactions in District's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an issue under an agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to you, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you.

Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. We do not believe there are legal or disciplinary events that are material to your evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC. Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

Related Disclosures Bond Election Campaigns and Charitable Giving. While we do not believe that the following scenarios create a conflict of interest on the part of Piper Sandler, we note that Piper Sandler in the past may have made a contribution to a bond referendum campaign or provided in-kind election-related assistance to a bond referendum campaign and the campaign resulted in voter authorization for an issue or to an issue being refunded by an issue. We also note that Piper Sandler from time to time may have made contributions to a charitable organization at the request of personnel of the District or an associated person who serves as, or who has a family member who serves as, an officer, employee or official of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with Piper Sandler.

Piper Sandler & Co.

A handwritten signature in cursive script that reads "Timothy Carty". The signature is written in dark ink and is positioned above a horizontal line.

By: Timothy P. Carty
Title: Managing Director
Date: March 12, 2020

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Chief Business Official
Date: March 12, 2020
CC: Superintendent
Re: 2019-20 Second Interim Report

Background:

Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second interim report is due March 17 for the period ending January 31. County superintendents are to report to the Superintendent of Public Instruction and the State Controller the certification for all districts in their county within 75 days after the close of the reporting period.

The interim reports must include a certification of whether or not the LEA is able to meet its financial obligations. The certifications are classified as positive, qualified, or negative. A positive certification is assigned when the district will meet its financial obligations for the current and two subsequent fiscal years. A qualified certification is assigned when the district may not meet its financial obligations for the current or two subsequent fiscal years. A negative certification is assigned when a district will be unable to meet its financial obligations for the remainder of the current year or for the subsequent fiscal year. In addition, the Superintendent of Public Instruction may reclassify the certification of any county office of education or reclassify a certification based on an appeal of a school district in accordance with the above standards.

Rationale:

The District is required to file and adopt a Second Interim Report. The report utilizes the most recent projections for revenue and expenditures and provides a multi-year projection for three fiscal years.

Recommended Action:

The District recommends the Board of Trustees approve the 2019-20 Second Interim Report.

Financial Implications, if any:

None.

La Habra City School District

To: Board of Trustees

From: David H. Soto, Chief Technology Officer

Date: March 2, 2020

CC: Superintendent

Re: Authorization to Join Education Technology Joint Powers Authority (EdTech JPA)

Background:

The Education Technology Joint Powers Authority (EdTech JPA) acts as a procurement vehicle for technology goods and allows EdTech JPA Members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating Members' administrative costs and overhead.

Rationale:

The La Habra City School District desires to become a member of the Education Technology EdTech JPA. Each EdTech JPA contract leveraged by the District must be Board approved and executed prior to any obligation to the District.

Recommended Action:

It is recommended that the board authorize membership with the Education Technology Joint Powers Authority (EdTech JPA).

Financial Implications, if any:

No cost to join. Savings is anticipated due to the nature of consortium pricing.

LA HABRA CITY SCHOOL DISTRICT

RESOLUTION #1-2020

A RESOLUTION OF THE BOARD OF EDUCATION OF THE LA HABRA CITY SCHOOL DISTRICT ADOPTING AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

WHEREAS, La Habra City School District has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

WHEREAS, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

WHEREAS, the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, and the Clovis Unified School District and have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

WHEREAS, the governing Board of the La Habra City School District (District") has considered the proposed Associate Member Agreement, a draft of which is attached hereto as ATTACHMENT 1, under which the District will become an associate member of Education Technology JPA; and

WHEREAS, the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through a JPA, is in the best interests of the District.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Board of Education of the La Habra City School District hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs.

2. The Board of Education of the La Habra City School District authorizes the Superintendent or designee to appoint District's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the La Habra City School District following on this 12th day of March, 2020 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

By: _____

Sandi Baltes

Board President

CERTIFICATION

I, Joanne Culverhouse, Secretary to the Governing Board of the La Habra City School District, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated, which resolution is on file in the office of the said Board.

Joanne Culverhouse, Ed.D.

Secretary, Board of Education

**ED TECH JPA
ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of _____ (the "Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and ("Associate Member").

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District and Fullerton School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally complaint and economically priced technology software agreements for procurement by its members; and

WHEREAS, Ed Tech JPA's Board issues requests for proposals, evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

WHEREAS, Ed Tech JPA negotiates with Vendors to establish the general terms for the purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA; and

WHEREAS, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

WHEREAS, _____ is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

WHEREAS, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

WHEREAS, if required, the Governing Board of _____ has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

NOW, therefore, for good and valuable consideration, the parties agree as follows.

ARTICLE 1: DEFINITIONS

"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfillment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's authorized representative and, if required, approved by its governing Board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications contained in this Request for Proposals, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS

2.1 Associate Member Status. The _____ [Entity Name] is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

2.2 Term. Membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

2.3 Fees. Ed Tech JPA may make reasonable charges for its services rendered to members as set forth below.

2.3.1 Administrative Fee. The Ed Tech JPA receives an administrative fee (the “Administrative Fee”) for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

2.3.2 Membership Fee. Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, (“Membership Fee”) to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member’s withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

2.3.3 Audits. Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

2.3.4 Product Research. Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

2.3.5 Minimum Price. Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with a Vendor under contract with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will not sell directly, or through a reseller, to Ed Tech JPA’s Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.

2.4 Designated Representative. Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the District's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the District's governing board, if required, to conduct due diligence in product selection,

and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the District's governing board, if required, to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party.

2.5 Proprietary/Confidential Materials. Associate Member acknowledges that Proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member shall not share Proposals and documentation that may contain proprietary and confidential information with third-parties without prior consent from the Vendor and/or Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and/or Ed Tech JPA so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

2.6 Restrictions. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA.

2.7 Withdrawal. An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of the JPA.

2.8 Independent Vendor Selection. Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local, state and federal procurement rules prior to entering into Purchase Agreement.

2.9 Compliance with Laws. Ed Tech JPA's competitively bid Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member acknowledges that purchases made with federal funds may be subject to additional requirements. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that is solely responsible for (a) completing due diligence regarding the suitability of Vendor, including using price as a significant factor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its Board, if required, and executed the Purchase Agreement with the Vendor for the Product. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to execution of the Purchase Agreement.

2.10 Liabilities. The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

2.11 Release. Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

2.12 Reservation of Rights. Ed Tech JPA reserves the right to cancel the whole or any part of this contract due to failure by the Associate Member to carry out any obligation, term or condition of the contract, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

2.13 Indemnification. Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Governing Board and its Board members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

2.14 Amendments. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

2.15 Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

2.16 Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

2.17 Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Associate Member

Education Technology JPA

By: _____

By: _____

Name: _____

Name: Brianne Ford

Title: _____

Title: President

Date: _____

Date: _____

20-41/4425452.2

LA HABRA CITY SCHOOL DISTRICT

To: Board of Trustees

From: Teresa Egan, Ed.D., Associate Superintendent of Human Resources

Date: March 12, 2020

Re: CERTIFICATED EARLY RETIREMENT APPLICATIONS

The following candidate has submitted an Early Retirement Application effective July 2020.

Recommend for Board consideration - March 12, 2020 Board Meeting

Name	Age	Present Assignment	Total Years in Teaching	Years in La Habra	Retirement Request
Terri Bowen	61	Math/PLTW	15	15	Health/Dental Benefits

Contract Eligibility Requirements

1. Employed full-time for ten consecutive years, age 55 years or more on or before July 1 prior to retirement.
2. Receive health and dental benefits 55-65, until Medicare is available.
3. May request preferred substitute status at the regular per diem substitute pay rate for as many days as it takes to receive maximum allowable compensation. Participation in the substitute option is limited to 5% of the total staff modified by an attrition figure. This limitation does not affect those requesting health and dental benefits only.

/drb

early retirees - Board 3/12/2020