



Board of Directors Meeting

Friday, June 22, 2018

9:00 – 11:00 a.m.

SEAC Office

18022 Cowan, Suite 250

Irvine, California 92614

Call In Phone Number

951.266.9844

Pin Number 871957

AGENDA

Call to Order

Roll Call

Approval of Agenda

M _____
S _____
V _____

PUBLIC COMMENTS

Members of the public are welcome to address the board of directors on any item listed on the agenda or any other item of specific concern with the jurisdiction. Speakers are requested to limit their comments to four minutes unless the time is waived by a majority of the board members present. If a member of the public requests a response from the board, the chair of the board may ask the executive director to respond to them personally after the meeting or in writing, or may direct the executive director to provide the board with additional information on a future agenda.

BOARD OF DIRECTOR MEMBER REPORTS

Members of the board of directors may make reports and communicate information to the entire board, staff, and public.

INFORMATIONAL REPORTS AND PRESENTATIONS

The staff and invited guests may present informational reports and presentations requiring no action by the board of directors on this agenda.

1. Activity Reports

The executive staff provides reports of their activities since the last Board Meeting.

Recommendation

Receive for information and comment.

2. Membership Report

A current Membership Report is provided for 2017-2018.

Recommendation

Receive for information and comment.

3. Financial Reports

The Board is provided Updated Financial Reports through June 10, 2018.

Recommendation

Receive for information and comment.

4. Professional Development Report

The Board is provided with a report of the Professional Development Programs.

Recommendation

Receive for information and comment.

5. Special Projects and Services Report

The Board is provided with a report of Special Projects and Member Services. Some are fee for service and some are not.

Recommendation

Receive for information and comment

6. Legislative Report

Derick Lennox, SEAC Legislative Advocates, will be on the phone to review the current year and plans for next year.

Recommendation

Receive for information and comment

LEGISLATIVE SESSION

The Board of Directors is in legislative session to take action on items that are on the agenda. No action may be taken on any other items at this meeting. The chair presides and Robert's Rules of Order are in effect.

7. 2018-2019 Preliminary Budget

A Preliminary Budget for 2018-2019 is presented for Board review and approval.

Recommendations

Approve the 2018-2019 Preliminary Budget.

M _____
S _____
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8. 2018-2019 Board Meeting Dates and Locations

A Proposed List of Meeting Dates and Locations are provided to the Board for their consideration.

9. Consent Agenda and Routine Items of Business

All items below are considered by the Board of Directors to be routine and can be approved by one action. There will be no discussion of these items prior to board action unless members of the board, staff, or public request specific items to be removed from the Consent Calendar for discussion and individual action.

9 A. Minutes of April 15, 2018 Board of Directors Meeting

9 B. Staff Contracts for 2018-2019

9 C. Independent Contractor Agreements 2018-2019

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NEW ITEMS OF BUSINESS

The Board Chair will receive any items of new business from Board Members or the Executive Director.

Approval to Adjourn

M _____
S _____
V _____

**School Employers Association of California
BR -1**

To: Board of Directors
From: Ruben L. Ingram, Executive Director
Subject: Activity Report
Date: June 13, 2018

Background Information

Staff Activity Reports cover the period since the last board meeting, and itemize activities in the field only.

- **5/3** NorCal Certification Program in Sacramento
- **5/4** NorCal Certification Program and Graduation in Sacramento
- **5/31** Meeting in Sacramento in the morning with Cindy Young who is interested in joining SEAC and Mark Lowenthal in the health benefits area
Met with Deric Lennox of Capitol Advisors in the afternoon to plan legislative actions.
- **6/21-6/23** Attended the National Labor Employment Relations Associations Annual Conference in Baltimore.

Recommendation

Receive for information and comment.

**School Employers Association of California
BR-1**

To: Ruben L. Ingram, Executive Director
From: Louise K. Taylor, Assistant Executive Director
Subject: Activity Report
Date: June 22, 2018

Background Information:

The Assistant Executive Director provides an activity report at each board meeting. This report covers the period April 15, 2018 - June 22, 2018.

April 2018

General Activity

- 2017-18 SMNCP Coordination, Northern California
- School district negotiations facilitation (Interest-Based Bargaining - IBB)
- Advance preparation for 2018-19 SMNCP
- Preparation for SBCSS IBB Training April 30-May 3

April 15: SEAC Board Meeting, Sacramento
April 16: SEAC Lobby Day, Sacramento
April 19-20: School Management Negotiators Certification Program (SMNCP),
Sacramento, Session #5
April 25: Facilitation of Negotiations, Glendora Unified School District (IBB)
April 27: Facilitation of Negotiations, Fontana Unified School District (IBB)
April 30: San Bernardino County Supt of Schools (SBCSS) CSEA IBB Workshop

May 2018

General Activity

- 2017-18 SMNCP Coordination, Northern California
- School district negotiations facilitation (Interest-Based Bargaining - IBB)
- Advance preparation for 2018-19 SMNCP

May 1: SBCSS CSEA IBB Workshop, Day 2 (Day 3 moved to August)
May 3-4: School Management Negotiators Certification Program (SMNCP),
Sacramento, Session #6
May 10: Facilitation of Negotiations, Fontana Unified School District (IBB)
May 14: Facilitation of Negotiations, Glendora Unified School District (IBB)
May 15/16/17: Sacramento: CTA IBB Training of Trainers workshop, Natomas
May 18: Facilitation of Negotiations, Fontana Unified School District (IBB)

June 2018

General Activity

- Advance preparation for 2018-19 SMNCP

June 22: SEAC Board Meeting (a.m.);
June 22: SEAC Staff Meeting (p.m.)

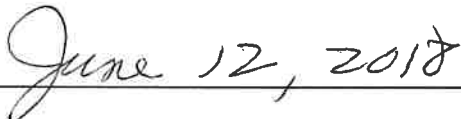
Recommendation

Receive for information and comment.

Approved:

A handwritten signature in cursive script, appearing to read "Ruben L. Ingram", written over a horizontal line.

Ruben L. Ingram, Executive Director

A handwritten date "June 12, 2018" written in cursive script, positioned above a horizontal line.

Date

**School Employers Association of California
BR-2**

To: Board of Directors
From: Ruben L. Ingram, Executive Director
Subject: 2017-2018 Membership Report
Date: June 12, 2018

Background Information

The 2017-2018 Membership Report shows that we have received 86% of the memberships invoiced. (Attachment A) There are a few that still may come in, but we have several that are not responding to multiple phone and email requests. It is an ongoing problem, but not one that is unique to our organization. I have experienced this in other associations.

Sometimes a district will not pay one year and then pay the next. Prior boards and staff have discussed this problem over the years, but for obvious reasons we have always decided to not press the application of making districts pay late fees, nor to take any serious action against non-payers.

Recommendation

Receive for information and comment.

2017 - 2018 District Memberships

	I	J	L	M	N	O
1		Received From	Date Deposited	Amount	Due	
2	1	ABC USD	8/21/2017	\$ 2,610.00		
3	2	Acalanes UHSD			\$ 1,565.00	
4	3	Alhambra USD	12/5/2018	\$ 2,348.00		
5	4	Alum Rock UESD	10/9/2017	\$ 2,086.00		
6	5	Antelope Valley UHSD	5/9/2017	\$ 2,610.00		
7	6	Apple Valley USD	7/26/2017	\$ 2,086.00		
8	7	Arcadia USD	8/7/2017	\$ 1,738.00		
9	8	Atwater SD	7/24/2017	\$ 1,391.00		
10	9	Azusa USD	8/14/2017	\$ 1,738.00		
11	10	Baldwin Park USD	5/29/2018	\$ 2,348.00		
12	11	Banning USD			\$ 1,565.00	
13	12	Beverly Hills USD			\$ 1,391.00	
14	13	Bellflower USD	9/14/2017	\$ 2,086.00		
15	14	Berryessa Union Elementary	10/9/2017	\$ 1,738.00		
16	15	Black Oak Mine USD			\$ 694.00	
17	16	Buena Park USD	8/21/2017	\$ 1,565.00		
18	17	Burbank USD	12/11/2018	\$ 2,348.00		
19	18	Butte COE	5/18/2017	\$ 348.00		
20	19	Calaveras USD	10/17/2017	\$ 694.00		
21	20	Cambrian	10/9/2017	\$ 1,391.00		
22	21	Campbell Union	10/9/2017	\$ 1,738.00		
23	22	Campbell Union High	10/9/2017	\$ 1,565.00		
24	23	Cascade UESD			\$ 694.00	
25	24	Castaic USD	5/16/2017	\$ 1,391.00		
26	25	Centinela Valley Union HSD	4/2/2018	\$ 1,565.00		
27	26	Cloverdale USD			\$ 694.00	
28	27	Coalinga-Huron USD	9/14/2017	\$ 1,391.00		
29	28	Contra Costa COE	10/26/2017	\$ 1,391.00		
30	29	Compton USD	8/24/2017	\$ 3,584.00		
31	30	Coronado USD	11/13/2017	\$ 1,044.00		
32	31	Corona-Norco USD	10/2/2017	\$ 3,584.00		
33	32	Culver City USD	6/5/2017	\$ 1,565.00		
34	33	Cupertino Union	10/9/17/	\$ 2,348.00		
35	34	Dos Palos Oro Loma JUSD	7/24/2017	\$ 1,044.00		
36	35	Duarte USD	4/3/2018	\$ 1,391.00		
37	36	East Side Union High	10/9/2017	\$ 2,610.00		
38	37	Eastside Union SD	4/10/2018	\$ 695.00		
39	38	El Monte City SD	4/3/2018	\$ 1,738.00		
40	39	El Rancho USD	5/18/2017	\$ 1,738.00		
41	40	El Segundo USD	7/10/2017	\$ 1,391.00		
42	41	Evergreen Elementary	10/9/2017	\$ 2,086.00		
43	42	Fairfield-Suisun USD			\$ 2,610.00	
44	43	Fallbrook UHSD	5/25/2017	\$ 1,044.00		
45	44	Fillmore USD	7/24/2017	\$ 1,391.00		
46	45	Fontana USD	9/14/2017	\$ 3,584.00		
47	46	Fountain Valley SD	7/24/2017	\$ 1,565.00		
48	47	Franklin-McKinley Elementary	10/9/2017	\$ 2,086.00		
49	48	Fremont Union High	10/9/2017	\$ 2,086.00		
50	49	Fresno COE	7/24/2017	\$ 2,086.00		
51	50	Garvey SD	9/5/2017	\$ 1,565.00		
52	51	Gilroy Unified	10/9/2017	\$ 2,086.00		
53	52	Glendale USD	7/24/2017	\$ 2,610.00		
54	53	Glendora USD	10/5/2017	\$ 1,565.00		
55	54	Glenn COE	8/14/2017	\$ 172.00		
56	55	Guadalupe Union SD	7/27/2017	\$ 694.00		

ATTACHMENT A

2017 - 2018 District Memberships

	I	J	L	M	N	O
57	56	Hacienda-La Puente USD			\$ 3,584.00	
58	57	Hawthorne SD	7/24/2017	\$ 1,738.00		
59	58	Heber SD			\$ 694.00	
60	59	Hilmar USD	7/24/2017	\$ 1,044.00		
61	60	Jefferson SD			\$ 1,044.00	
62	61	Keppel Union SD	7/10/2017	\$ 1,391.00		
63	62	King City Union SD	7/24/2017	\$ 1,391.00		
64	63	La Canada USD	8/24/2017	\$ 1,391.00		
65	64	La Puente Valley ROP	5/9/2017	\$ 174.00		
66	65	LACOE	2/5/2018	\$ 4,346.00		
67	66	Lake COE	8/7/2017	\$ 172.00		
68	67	Lakeside Joint	10/9/2017	\$ 172.00		
69	68	Lancaster SD	7/24/2017	\$ 2,086.00		
70	69	Lawndale SD	8/14/2017	\$ 1,565.00		
71	70	Le Grand Union HSD	8/7/2017	\$ 348.00		
72	71	Lennox SD	9/26/2017	\$ 1,565.00		
73	72	Lindsay USD	5/16/2017	\$ 1,391.00		
74	73	Little Lake City SD	8/14/2017	\$ 1,565.00		
75	74	Livingston Union SD			\$ 1,044.00	
76	75	Loma Prieta Joint Union Elementary	10/9/2017	\$ 348.00		
77	76	Lompoc USD	5/22/2017	\$ 1,738.00		
78	77	Los Altos Elementary	10/9/2017	\$ 1,391.00		
79	78	Los Angeles CCD			\$ 4,346.00	
80	79	Los Gatos Union Elementary	10/9/2017	\$ 1,391.00		
81	80	Los Gatos-Saratoga Joint Union High	10/9/2017	\$ 1,391.00		
82	81	Los Nietos SD			\$ 1,044.00	
83	82	Luther Burbank	10/9/2017	\$ 348.00		
84	83	Lynwood USD	1/23/2018	\$ 2,348.00		
85	84	Madera COE	7/24/2017	\$ 348.00		
86	85	Magnolia SD	5/16/2017	\$ 1,565.00		
87	86	McFarland USD	2/8/2018	\$ 1,391.00		
88	87	McSwain Union ESD	8/7/2017	\$ 348.00		
89	88	Mendota			\$ 1,391.00	
90	89	Merced UHSD	10/26/2017	\$ 2,086.00		
91	90	Milpitas Unified	10/9/2017	\$ 2,086.00		
92	91	Mill Valley USD	7/24/2017	\$ 1,391.00		
93	92	Modoc COE	5/5/2017	\$ 172.00		
94	93	Monrovia USD			\$ 1,565.00	
95	94	Monterey COE	7/24/2017	\$ 1,565.00		
96	95	Monterey Peninsula USD	3/19/2018	\$ 2,086.00		
97	96	Moreland	10/9/2017	\$ 1,391.00		
98	97	Morgan Hill USD	10/9/2017	\$ 1,565.00		
99	98	Mountain View SD	8/14/2017	\$ 1,738.00		
100	99	Mountain View Whisman	10/9/2017	\$ 1,565.00		
101	100	Mountain View-Los Altos Union High	10/9/2017	\$ 1,391.00		
102	101	Mt. Pleasant Elementary	10/9/2017	\$ 1,391.00		
103	102	Natomas USD	8/29/2017	\$ 1,738.00		
104	103	Nevada Joint Union HSD	12/5/2018	\$ 1,044.00		
105	104	Newhall SD	7/10/2017	\$ 1,565.00		
106	105	Newport-Mesa USD	8/29/2017	\$ 2,610.00		
107	106	Norwalk-La Mirada USD	8/29/2017	\$ 2,610.00		
108	107	Oak Grove Elementary	10/9/2017	\$ 2,080.00		
109	108	Ocean View SD	7/26/2017	\$ 1,738.00		
110	109	Orchard Elementary	10/9/2017	\$ 348.00		
111	110	Oxnard SD	1/11/2018	\$ 2,348.00		

2017 - 2018 District Memberships

	I	J	L	M	N	O
112	111	Pacific Grove USD	7/24/2017	\$ 1,044.00		
113	112	Pajaro Valley USD	7/24/2017	\$ 2,610.00		
114	113	Palmdale SD	8/14/2017	\$ 2,348.00		
115	114	Palo Alto Unified	10/9/2017	\$ 2,086.00		
116	115	Paramount USD	3/19/2018	\$ 2,348.00		
117	116	Paradise USD			\$ 1,391.00	
118	117	Placer COE	7/10/2017	\$ 694.00		
119	118	Planada ESD	7/10/2017	\$ 348.00		
120	119	Pleasant Valley SD	7/26/2017	\$ 1,565.00		
121	120	Pomona USD			\$ 3,584.00	
122	121	Redondo Beach USD	8/29/2017	\$ 1,738.00		
123	122	Richfield ESD			\$ 348.00	
124	123	Ripon USD	3/15/2018	\$ 1,391.00		
125	124	Riverside COE	3/19/2018	\$ 1,565.00		
126	125	Rosemead SD	8/14/2017	\$ 1,391.00		
127	126	Rowland USD	6/5/2017	\$ 2,348.00		
128	127	Sacramento City USD	8/21/2017	\$ 3,584.00		
129	128	San Ardo SD			\$ 172.00	
130	129	San Bernardino City USD			\$ 3,584.00	
131	130	San Bernardino Community College	9/5/2017	\$ 2,610.00		
132	131	San Bernardino County SS	5/7/2018	\$ 2,173.00		
133	132	San Gabriel USD	7/24/2017	\$ 1,565.00		
134	133	San Joaquin COE	10/16/2017	\$ 1,044.00		
135	134	San Jose Unified	10/9/2017	\$ 3,584.00		
136	135	San Marino USD	1/23/2018	\$ 1,391.00		
137	136	Sanger USD			\$ 2,086.00	
138	137	Santa Barbara USD	5/22/2017	\$ 2,086.00		
139	138	Santa Clara COE	10/9/2017	\$ 2,610.00		
140	139	Santa Clara Unified	10/9/2017	\$ 2,348.00		
141	140	Santa Cruz COE	2/5/2018	\$ 348.00		
142	141	Santa Rosa City Schools	7/24/2017	\$ 2,348.00		
143	142	Saratoga Union Elementary	10/9/2017	\$ 1,044.00		
144	143	Saugus Union SD	7/24/2017	\$ 1,738.00		
145	144	Simi Valley USD	6/5/2017	\$ 2,348.00		
146	145	South Pasadena USD	3/26/2018	\$ 1,391.00		
147	146	South Whittier SD	8/14/2017	\$ 1,391.00		
148	147	Southern Kern USD	7/24/2017	\$ 1,391.00		
149	148	Stockton USD	10/16/2017	\$ 3,584.00		
150	149	Sulphur Springs SD	8/14/2017	\$ 1,565.00		
151	150	Summerville Union HSD	7/10/2017	\$ 348.00		
152	151	Sunnyvale	10/9/2017	\$ 1,565.00		
153	152	Sweetwater Union HSD	12/11/2018	\$ 3,584.00		
154	153	Temple City USD	8/29/2017	\$ 1,565.00		
155	154	Thermalito SD			\$ 694.00	
156	155	Torrance USD	10/2/2017	\$ 2,610.00		
157	156	Twain Harte-Long Barn SD	5/18/2017	\$ 348.00		
158	157	Twin Rivers USD			\$ 2,610.00	
159	158	Union Elementary	10/9/2017	\$ 1,565.00		
160	159	Valle Lindo SD	5/9/2017	\$ 694.00		
161	160	Victor ESD	8/28/2017	\$ 2,086.00		
162	161	Victor Valley UHSD			\$ 2,086.00	
163	162	Vineland SD	5/25/2017	\$ 348.00		
164	163	Vista USD	10/5/2017	\$ 2,610.00		
165	164	Walnut Valley USD	4/2/2018	\$ 2,348.00		
166	165	Warner USD	11/13/2017	\$ 348.00		

2017 - 2018 District Memberships

	I	J	L	M	N	O
167	166	West Covina USD	7/24/2017	\$ 1,738.00		
168	167	Westside Union SD	7/24/2017	\$ 1,738.00		
169	168	Whittier City SD	7/27/2017	\$ 1,565.00		
170	169	Whittier Union HSD	7/24/2017	\$ 2,086.00		
171	170	Williams USD	7/24/2017	\$ 661.00		
172	171	William S. Hart USD	7/24/2017	\$ 2,610.00		
173	172	Willows USD	1/23/2018	\$ 694.00		
174	173	Wilsona SD	8/7/2017	\$ 694.00		
175	174	Wiseburn SD	7/3/2017	\$ 1,044.00		
176						
177				\$247,440	\$ 40,480	14%
178		Total		\$247,440	\$ 287,920	86%

School Employers Association of California
BR - 3

To: Board of Directors
From: Ruben L. Ingram, Executive Director
Subject: Financials as of June 11, 2018
Date: November 17, 2016

Background Information

The financials are as of June 11, 2018 so we have a couple more weeks before reaching the end of the year. We are still receiving income and expect about \$30,000 more before June 30, 2018. All the June bills are paid except for salaries which will be about half of that.

Attachment A is the Profit & Loss vs. Actual showing \$32,000 over budget so that should be reduced to about \$17,000 over budget, but of course, we will know for sure when the books close and will be evident with the 4th quarter report which will be in the Fall Board Agenda.

Attachment B is the Profit & Loss showing a loss of \$12,000, but again this will be adjusted when everything is in on June 30, 2018.

Attachment C is the Balance Sheet and when we get to June 30, 2018, "Allowance for Doubtful Accounts will finally be resolved so we will get an accurate Balance Sheet. In any event as of June 11, 2018 we had \$126,000 (rounded) with another \$30,000 due so we do not have a cash flow problem.

Recommendation

Receive for information and comment.

1:49 PM

06/11/18

Cash Basis

School Employers Association of California
Profit & Loss Budget vs. Actual
 July 1, 2017 through June 11, 2018

	Jul 1, '17 - Jun 11, 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Conferences_Workshops	57,500.00	50,000.00	7,500.00	115.0%
Direct Services	281,593.70	275,000.00	6,593.70	102.4%
Membership Revenue	236,439.50	235,000.00	1,439.50	100.6%
Reserve	0.00	5,000.00	-5,000.00	0.0%
Total Income	575,533.20	565,000.00	10,533.20	101.9%
Expense				
Bad Debt Expense	1,325.00	0.00	1,325.00	100.0%
Banking	3.00	100.00	-97.00	3.0%
Capital Expenditures	0.00	8,619.00	-8,619.00	0.0%
Conferences/Workshops-Other	37,486.11	30,000.00	7,486.11	125.0%
Contracted Services	25,459.64	24,245.00	1,214.64	105.0%
Direct Services Exp	217,280.69	200,000.00	17,280.69	108.6%
Dues/Membership Expense	633.99	1,000.00	-366.01	63.4%
Insurance	5,953.08	6,000.00	-46.92	99.2%
Leases	33,828.85	31,656.00	2,172.85	106.9%
Marketing/Repro	306.01	2,000.00	-1,693.99	15.3%
Miscellaneous Expense	0.00	100.00	-100.00	0.0%
Office Supplies	4,833.00	5,000.00	-167.00	96.7%
Postage and Delivery	298.16	500.00	-201.84	59.6%
Staff Travel Expense	17,195.06	25,000.00	-7,804.94	68.8%
Staffing	217,453.57	190,000.00	27,453.57	114.4%
Subscriptions	678.32	500.00	178.32	135.7%
Telecommunications	24,961.69	20,000.00	4,961.69	124.8%
Total Expense	587,696.17	544,720.00	42,976.17	107.9%
Net Ordinary Income	-12,162.97	20,280.00	-32,442.97	-60.0%
Net Income	-12,162.97	20,280.00	-32,442.97	-60.0%

1:50 PM

06/11/18

Cash Basis

School Employers Association of California

Profit & Loss

July 1, 2017 through June 11, 2018

	Jul 1, '17 - Jun 11, 18
Ordinary Income/Expense	
Income	
Conferences_Workshops	
District Negotiators Cert 2016	5,700.00
District Negotiators Cert 2017	51,800.00
Total Conferences_Workshops	57,500.00
Direct Services	
Consulting	51,060.43
Health Benefits Advisory	230,533.27
Total Direct Services	281,593.70
Membership Revenue	
District Membership Dues	
2016-17 Dues	12,192.00
2017-18 Dues	222,922.50
District Membership Dues - Other	1,325.00
Total District Membership Dues	236,439.50
Total Membership Revenue	236,439.50
Total Income	575,533.20
Expense	
Bad Debt Expense	1,325.00
Banking	
Service Charge	3.00
Total Banking	3.00
Conferences/Workshops-Other	
SDNCP 2017	37,486.11
Total Conferences/Workshops-Other	37,486.11
Contracted Services	
Accounting Service	2,152.00
Audit	6,750.00
Governmental Relations	
SEAC Lobbying Fee	13,750.00
Total Governmental Relations	13,750.00
Moving & Transfer	2,807.64
Total Contracted Services	25,459.64
Direct Services Exp	
Consulting Svcs	217,280.69
Total Direct Services Exp	217,280.69
Dues/Membership Expense	633.99
Insurance	
Liability	2,360.08
Workers Comp	3,593.00
Total Insurance	5,953.08
Leases	
Copier	3,663.85
Office	30,165.00
Total Leases	33,828.85
Marketing/Repro	
Printing/Reproduction	306.01

ATTACHMENT B

1:50 PM

06/11/18

Cash Basis

School Employers Association of California

Profit & Loss

July 1, 2017 through June 11, 2018

	Jul 1, '17 - Jun 11, 18
Total Marketing/Repro	306.01
Office Supplies	4,833.00
Postage and Delivery	298.16
Staff Travel Expense	17,195.06
Staffing	
Payroll Asst Dir Salary	48,435.00
Payroll Executive Assistant	50,940.00
Payroll Executive Director	
Expense Reimbursement	8,095.37
Payroll Executive Director - Other	92,838.29
Total Payroll Executive Director	100,933.66
Payroll Taxes/Deductions	12,454.91
Temporary Personnel	4,690.00
Total Staffing	217,453.57
Subscriptions	678.32
Telecommunications	24,961.69
Total Expense	587,696.17
Net Ordinary Income	-12,162.97
Net Income	-12,162.97

1:50 PM
06/11/18
Cash Basis

School Employers Association of California
Balance Sheet
As of June 11, 2018

	Jun 11, 18
ASSETS	
Current Assets	
Checking/Savings	
101 Checking/Wells Fargo 2007	96,185.07
102 M M/Wells Fargo 7982	26,714.50
Total Checking/Savings	122,899.57
Accounts Receivable	
Accounts Receivable	-2,038.49
Allowance for Doubtful Accounts	-85,409.69
Total Accounts Receivable	-87,448.18
Other Current Assets	
CSMA Accounts	
Restricted Assets	-32,318.75
CSMA Accounts - Other	36,023.59
Total CSMA Accounts	3,704.84
Total Other Current Assets	3,704.84
Total Current Assets	39,156.23
Fixed Assets	
Accumulated Depreciation	-11,532.23
Fixed Assets-Original Cost	
Furniture & Equip	19,688.08
Total Fixed Assets-Original Cost	19,688.08
Total Fixed Assets	8,155.85
TOTAL ASSETS	47,312.08
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,750.00
Total Accounts Payable	2,750.00
Credit Cards	
Cal Card VISA	-11,123.41
Total Credit Cards	-11,123.41
Total Current Liabilities	-8,373.41
Total Liabilities	-8,373.41
Equity	
Retained Earnings	-167,425.50
Unrestricted Net Assets	235,273.96
Net Income	-12,162.97
Total Equity	55,685.49
TOTAL LIABILITIES & EQUITY	47,312.08

**School Employers Association of California
BR - 4**

To: Ruben L. Ingram, Executive Director
From: Louise K. Taylor, Assistant Executive Director
Subject: SEAC Professional Development Report
Date: June 22, 2018

Background Information:

The Assistant Executive Director provides a professional development report at each board meeting itemizing and summarizing major activities since the last report. This report covers the period: April 15, 2018 - June 22, 2018.

SEAC School Management Negotiators Certification Program (SMNCP)

I summarize below the key information about the Southern California and Northern California Negotiator Certification Program for 2017-18. Both were rated as very beneficial by participants.

SMNCP 2017-18, Southern California

- **Participants: 19**
- **Graduates: 18** (2 participants will complete the program in 2018-19 because fire & flood emergencies kept them from regular attendance; 1 participant from 2016-17 completed the program this year and graduated.)
- **Overall rating of program: 5** (Scale: 1-5, 5 being the highest)
- **Budget:** Excluding SEAC budgeted expenditures, the profit was \$23,350 or %64
 - Detail:
 - Profit if SEAC budgeted salaries/travel are included in cost: \$17,700 or 48%
 - Profit if SEAC only budgeted facilitator costs are included in cost: \$19,540 or 54%
 - Profit above & beyond budgeted salaries/travel: \$23,350 or 64%
- **Location: Atkinson, Anderson, Loya, Ruud & Romo, Cerritos Office**, has now hosted us for 4 years, and has invited us to return for 2018-19. This is a very professional space, and the location across the parking lot from the Sheraton is ideal. We are very grateful to aalrr from this hosting arrangement, and their welcoming, supportive assistance.

SMNCP 2017-18, Northern California

- **Participants: 22**
- **Graduates: 18** (4 participants will complete the program in 2018-19 because emergencies kept them from regular attendance.)
- **Overall rating of program: 5** (Scale: 1-5, 5 being the highest)
- **Budget:** Excluding SEAC budgeted expenditures, the profit was \$24,508 or %64
 - Detail:
 - Profit if SEAC budgeted salaries/travel are included in cost: \$10,420 or 27%
 - Profit if SEAC only budgeted facilitator costs are included in cost: \$15,068 or 39%
 - Profit above & beyond budgeted salaries/travel: \$24,508 or 64%

- *Note: The primary difference in profit for SoCal & NorCal programs when budgeted expenditures are counted in program cost calculations is due to travel expenses for the facilitator and Dr. Ingram.*
- **Location: Fagen, Friedman & Fulfroft, Sacramento Office**, hosted after enrollment outgrew the Capitol Advisors conference room. This location is a couple of blocks from Embassy Suites on Capitol Mall, so fairly convenient. We will return here in 2018-19 due to requests for another year in Sacramento. We may return to San Jose for 2019-20. We have been welcomed and supported at this site.

SMNCP 2017-18 North & South

Full combined School Management Negotiators Certification Program figures for this year are:

- **Participants: 41**
- **Graduates: 36**
- **Overall rating of program: 5**
- **Budget:** Excluding SEAC budgeted expenditures, the profit was \$24,508 or %64
 - Detail:
 - Profit if SEAC budgeted salaries/travel are included in cost: \$28,220 or 38%
 - Profit if SEAC only budgeted facilitator costs are included in cost: \$34,610 or 46%
 - Profit above & beyond budgeted salaries/travel: \$47,860 or 64%
 - *Note: The NorCal program has higher costs than the SoCal program because of SEAC staff travel, postage for mailing materials, and catered food/beverage prices. In SoCal, aalrr provides beverages, the facilitator is able to supply some food items from Costco purchases, and our SEAC staff are just miles from the program location.*

SMNCP 2018-19

The schedule for next year's SMNCP is complete. Copies of the SoCal and NorCal schedules are attached for reference. A program summary pamphlet is also attached. The 2018-19 registration packet is in development at time of this writing; we will hope to have a printed copy for Board Members by the time of the Board Meeting. Thanks to our SEAC volunteer webmaster Marj Ingram, the registration packet and summary will soon be posted on our SEAC website, and Olivia is helping share the completed ads for email delivery and for EdCal on a delineated timeline. We will monitor enrollment throughout the summer.

After conferring with Dr. Ruben Ingram about the program costs, profits, and registration fee level, we determined that the registration for 2018-19 should remain at \$1950 (for SEAC member districts). We do not want to raise this fee every year. I project that we would need 28 total registrants to break even; this year we had over 40 participants.

IBB Training

SEAC provided IBB training for **San Bernardino County Superintendent of Schools Management/CSEA teams** April 30-May 1, 2018. We had originally planned a third day on May 2nd, but discovered that the team was dealing with some transition-of-personnel issues, so reached an agreement welcome to SBCSS to move the third day to August to begin the new negotiating year with the full new team. This is an example of

how flexible SEAC can be to meet the training needs of our members. For the first two days of training, the feedback rated the workshop as "5" on a 1-5 scale.

Eastside SD remains interested in the possibility of SEAC offering an IBB workshop. They just signed a 2-year agreement, and will not negotiate in 2018-19. We are looking at a spring 2019 workshop date to prepare the teams for 2019-20.

SEAC also has inquiries from Ripon USD for a teachers team IBB workshop; this is still in discussion stage.

Fontana USD is requesting me to present an introduction to IBB for Board, District Administration, and Fontana Teachers Association leadership in September. Once scheduled, I will do this under my IBB facilitation contract. They will also schedule an IBB training review for the current FTA/FUSD team - which is performing impressively under the IBB structure.

SEAC supported IBB facilitators Dr. Debby Collins and me to attend the CTA IBB Training of Trainers workshop in Natomas (Sacramento) on May 15, 16, and 17. We were invited by CTA to attend, and were two of about 8 administrators statewide to participate. Of the 40 attendees, about 10 were state mediators, 8 administrators, and the rest CTA field reps. It was an interesting and informative session, primarily to gain an understanding of the CTA approach to IBB training. I also made connections with people that could prove to be beneficial in the future.

Negotiation Facilitation

At this time, we are scheduled for SEAC IBB facilitation for four districts and at six tables for 2018-19. I continue to facilitate teacher negotiations for Glendora USD, Fontana USD, and Victor ESD. Dr. Deborah Collins continues to facilitate for teacher negotiations Duarte USD. In addition, Dr. Collins will continue to assist a Victor ESD charter school with IBB facilitation for their non-official negotiations/staff discussions, and will become the new IBB facilitator for the VESD CSEA team next year.

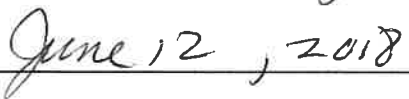
Recommendation

Receive for information and comment.

Approved:



Ruben L. Ingram, Executive Director



Date

2018-19 School Management Negotiators Certification Program

Preparing administrators for effective collective bargaining and positive employer-employee relations.



SEAC, serving school districts in employer-employee relations since 1975, offers the only **comprehensive negotiations training** for school administrative leaders in California. CTA and CSEA offer extensive training for their negotiators; SEAC believes school administrators deserve the same opportunity.

The program is designed for new and experienced superintendents, human resources and labor relations leaders, chief business officers, members of management negotiation teams, and persons interested in gaining insight in employer-employee relations.

The program is presented in a series of **graduate-level seminars**. Participants acquire fundamental understanding of the EERA and the skills and competencies needed to represent school district interests effectively in collective bargaining and day-to-day employer-employee relations. In addition to covering legal requirements and practices, this program explores more collaborative approaches to negotiations and labor relations, focusing on strengthened communications, trust, transparency, and positive, productive problem resolution.

Participants receive **sixty hours of instruction from experienced labor relations experts** over six 1½ -day sessions, leading to Professional Certification as a Labor Relations Professional for meeting the SEAC Professional Standards for School Management Negotiators.

1

**SELECT YOUR
LOCATION**

**SoCal: Cerritos
NorCal: Sacramento**

2

**MARK YOUR
CALENDAR**

**See program dates
on reverse side**

3

REGISTER NOW!

Registration packet:
www.seacal.org or
ltaylor@seacal.org



**Give your team
the tools they
need!**

CTA & CSEA train
their negotiators...
shouldn't you?



**Learn from the
best!**

A faculty of
notable attorneys,
school leaders,
labor relations
professionals.

Enroll now!

Southern CA:
Oct 2018 - Mar 2019
Northern CA:
Oct 2018 - Mar 2019

ATTACHMENT A

Recent program graduates say...

"One of the most valuable training sessions I have had the pleasure of attending!"

"Great background and real-life practice and preparation for the future."

"The entire program was very valuable. I would recommend it to anyone interested in developing negotiations skills."

"This truly was a fabulous, well thought out program that has helped me tremendously! I will refer to my materials often and will highly recommend it to all of my colleagues!"

"What a great use of my time, resources, and energy. Highly beneficial."

"My knowledge base & confidence have grown dramatically!"



SEAC Negotiators Certification Program Curriculum Outline - 2018-19

Session #1

Collective Bargaining: Connecting History to Now, Politics
Collective Bargaining: Law (EERA): The Legal framework for Collective Bargaining - Scope of Bargaining/Good Faith/Public Notice/Unfair Practices

Session #2

Gaining Board Direction & Authority for Collective Bargaining
Communication: Board, District & Community
Proposals, Contract Language, Contract Administration
The Negotiations Process: Bargaining Strategies & Tactics

Session #3

Resolution Procedures - Impasse/Mediation/Factfinding
Strike Preparation
Traditional Negotiations Simulation

Session #4

Health Benefit Basics for Collective Bargaining
Economic and Fiscal Data in Collective Bargaining

Session #5

Collaborative Leadership: Fundamentals & Practices
Building and Preparing the Bargaining Team
Interest-Based & Collaborative Bargaining Elements

Session #6

Collaborative Negotiations Simulation

2018-19 PROGRAM SCHEDULES:

Southern California: Cerritos

2018: Oct 11-12; Oct 25-26; Dec 13-14

2019: Jan 17-18; Feb 14-15; Feb 28-Mar 1

Northern California: Sacramento

2018: Oct 18-19; Nov 15-16; Dec 6-7

2019: Jan 31-Feb 1; Mar 14-15; Mar 21-22

(THURSDAY EVENINGS 5-9 PM; FRIDAYS 8:30 AM - 3 PM)



2018-19 School Management Negotiators Certification Program

Northern California Program Schedule

Location: Fagen Friedman & Fulfrost, LLC, Sacramento Office
520 Capitol Mall, Basement Conference Room, Sacramento, CA 95814

Thursdays 5-9 pm; Fridays 8:30 am - 3:00 pm ~ Dr. Louise Taylor, Program Coordinator/Facilitator

Session #1

Thursday, October 18, 2018

Program Overview & Aims (5-5:30 pm)

Collective Bargaining: Connecting History to Now; The Politics (5:30-9 pm)

Dr. Louise Taylor (SEAC)
Dr. Ruben Ingram (SEAC)

Friday, October 19, 2018

Bargaining Builders; Problem Solving Essentials (8:30-10 am)

The Law (EERA) - The Legal Framework for Collective Bargaining:
Scope, Public Notice, Good Faith, Unfair Practice (10 am-3:00 pm)

Dr. Louise Taylor (SEAC)
Douglas Freifeld, Esq. (F3)

Session #2

Thursday, November 15, 2018

Gaining Board Direction & Authority for Collective Bargaining (5-6:30 pm)
Communication: Board, District, & Community (6:45-9 pm)

David Reilly (Assoc. Supt., Elk Grove USD)
Terilyn Finders & Kelli Moors
(Communications & Legislative Affairs, F3)
Douglas Freifeld, Esq. (F3)
Roger Gallizzi (Supt. Palmdale USD, retired; SEAC)

Friday, November 16, 2018

Proposals, Contract Language, Contract Administration (8:30-11:30 am)
The Negotiations Process: Bargaining Strategies & Tactics (Noon-3 pm)

Session #3

Thursday, December 6, 2018

Procedures Under the EERA- Impasse/Mediation/Factfinding and
Strike Preparation (5-8 pm)

Preparation for Traditional Negotiations Simulation (8-9 pm)

Traditional Negotiations Simulation: Team, Proposals, Negotiations (8:30-3)

Roy A. Combs, Esq. (Fagen Friedman Fulfrost)
Dr. Louise Taylor (SEAC)
Ruben Ingram, Louise Taylor (SEAC)

Friday, December 7, 2018

Session #4

Thursday, January 31, 2019

Health Benefit Basics for Collective Bargaining (5-9 pm)

Use of Economic and Fiscal Data in Collective Bargaining (+LCAP) (8:30-3)

Mark Lowenthal (SEAC & LCA Health Care Advisors)
Brett McFadden (Supt. Nevada JHSD), Barrett
Snider & Derick Lennox (Capitol Advisors)

Friday, February 1, 2019

Session #5

Thursday, March 14, 2019

Building and Preparing the Bargaining Team and Collaborative Leadership
Fundamentals & Practices (5-9 pm)

Interest-Based & Collaborative Bargaining Elements (8:30 am-3 pm)

Dr. Debby Collins (Supt. Monrovia USD, retired) &
Dr. Louise Taylor (SEAC)
Dr. Debby Collins (Supt. Monrovia USD, retired)

Friday, March 15, 2019

Session #6

Thursday, March 21, 2019

Collaborative Negotiations Simulation - Team Preparations & Negotiations

Collaborative Negotiations Simulation - Negotiations, con'd

Discussion: Traditional vs. Collaborative Negotiations; Program Debrief

Louise Taylor; Ruben Ingram (SEAC)
Louise Taylor; Ruben Ingram (SEAC)

Friday, March 22, 2019



School Employers Association of California - SEAC

2018-19 School Management Negotiators Certification Program

Southern California Program Schedule

Location: Atkinson, Andelson, Loya, Ruud & Romo (aalrr) Cerritos Office

12800 Center Court Drive, Suite 300, Cerritos, CA

Thursdays 5-9 pm; Fridays 8:30 am - 3:00 pm ~ Dr. Louise Taylor, Program Coordinator/Facilitator



Session #1

Program Overview & Aims (5-5:30 pm)

Collective Bargaining: Connecting History to Now; The Politics (5:30-9 pm)

Bargaining Builders: Problem Solving Essentials (8:30-10 am)

The Law (EERA) - The Legal Framework for Collective Bargaining:

Scope, Public Notice, Good Faith, Unfair Practice (10 am-3:00 pm)

Dr. Louise Taylor (SEAC)

Dr. Ruben Ingram (SEAC)

Dr. Louise Taylor (SEAC)

Dr. Maggie Chidester, Esq. (Chidester & Assoc.)

Session #2

Gaining Board Direction & Authority for Collective Bargaining (5-6:30 pm)

Communication: Board, District, & Community (6:45-9 pm)

Friday, October 26, 2018

Thursday, October 25, 2018

Proposals, Contract Language, Contract Administration (8:30-11:30 am)

The Negotiations Process: Bargaining Strategies & Tactics (Noon-3 pm)

Dr. Tom Johnstone (Supt. Wiseburn USD, retired 2018)

Terilyn Finders & Kelli Moors
(Communications & Legislative Affairs, F3)

William Diedrich, Esq. & Melissa Gallegos, Esq.
(Atkinson, Andelson, Loya, Ruud & Romo)

Roger Gallizzi (Supt. Palmdale USD, retired; SEAC)

Session #3

Procedures Under EERA- Impasse/Mediation/Factfinding (5-6 pm)

Strike Preparation (6:15-8 pm)

Preparation for Traditional Negotiations Simulation (8-9 pm)

Traditional Negotiations Simulation: Team, Proposals, Negotiations (8:30-3)

Thursday, December 13, 2018

Friday, December 14, 2018

Bonnie Castrey, J.D. (Dispute Resolver)

Dr. Susan Belenardo (Supt. LaHabraCSD, retired 2017)

Dr. Louise Taylor (SEAC)

Ruben Ingram & Louise Taylor (SEAC)

Thursday, January 17, 2019

Friday, January 18, 2019

Health Benefit Basics for Collective Bargaining (5-9 pm)

Use of Economic and Fiscal Data in Collective Bargaining (+LCAP) (8:30 am-3 pm)

Mark Lowenthal (SEAC & LCA Health Care Advisors)

Brett McFadden (Supt. Nevada JUHSD), Barrett
Snider & Derick Lennox (Capitol Advisors)

Session #5

Collaborative Leadership Practices (5-6:30 pm)

The Bargaining Team and Collaborative Leadership Fundamentals (7-9 pm)

Interest-Based & Collaborative Bargaining Elements (8:30-3 pm)

Dr. Carol Hansen (Superintendent, Ocean View SD)
& Association Representatives

Dr. Louise Taylor (SEAC)

Dr. Debby Collins (Supt. Monrovia USD, retired)

Thursday, February 14, 2019

Friday, February 15, 2019

Session #6

Collaborative Negotiations Simulation - Team Preparations & Negotiations

Collaborative Negotiations Simulation - Negotiations, con'd

Discussion: Traditional vs. Collaborative Negotiations; Program Debrief

Thursday, February 28, 2019

Friday, March 1, 2019

Louise Taylor; Ruben Ingram (SEAC)

Louise Taylor; Ruben Ingram (SEAC)

With Special thanks to **Atkinson, Andelson, Loya, Ruud & Romo** for hosting the SEAC Southern California Certification Program at their Cerritos location.

**School Employers Association of California
BR -5**

To: SEAC Board of Directors
From: Roger D. Gallizzi, Special projects Consultants
Subject: Special Projects Report
Date: June 12, 2018

Background Information

We have just completed a "for fee" classification/compensation study of two positions for Buena Park ESD: Special Education Instructional Assistant III and Health Clerk. This requires an on-site interview of employees currently in the classification, an analysis of their job description as well as a salary study. Buena Park has used SEAC for this service previously. The report is currently under review by the district and we are awaiting their anticipated acceptance.

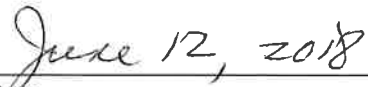
Recommendation

Receive for information and comment.

Approved:



Ruben L. Ingram, Executive Director



Date

**School Employers Association of California
BR -6**

To: Board of Directors
From: Ruben L. Ingram, Executive Director
Subject: Legislative Report
Date: June 12, 2018

Background Information

Derick Lennox of Capitol Advisors has provided us with a summary of the past year's SEAC work on legislation. (Attachment A).

He will be on the phone to discuss these results, answer questions and begin our planning for 2018-2019.

I hope you agree we did some really good work for an organization our size.

Recommendation

Receive for information and comment.

State Legislative Priorities

Positions, Actions, Results

Teacher Shortage

- SEAC supports aggressive legislative and budget efforts to create innovative programs and incentives to build upon and further the efforts made in the 2017–18 Budget Act to recruit teachers into “high need” subject areas such as Science, Technology, Engineering, and Mathematics (STEM), bilingual education, and special education.
- **AB 2285 (O’Donnell) – Support.** Eliminates certain requirements for out-of-state applicants to be issued a clear multiple subject, single subject, or education specialist teaching credential. *Status: Senate.*
- **AB 2609 (O’Donnell) – Support.** Establishes California Scientists-to-Teacher Pathway Program for the purpose of recruiting, training, supporting, and retaining qualified scientists as STEM teachers. *Status: Dead.*
- **AB 2788 (Thurmond) – Support.** Provides financing assistance for the creation of affordable rental housing for employees of a qualified school district. *Status: Dead.*
- **AB 3149 (Limón) – Support.** Requires the Commission on Teacher Credentialing to study the need for expanded substitute permits. *Status: Senate.*
- **SB 1214 (Portantino) – Support.** Allows tax deduction for teacher professional development expenses. *Status: Assembly.*

Pensions & Retirement

- SEAC supports efforts to mitigate the escalation and volatility of employer contribution rates for the California Public Employees’ Retirement System and California State Teachers’ Retirement System, both of which place significant fixed cost pressures local educational agencies across the state.
- SEAC supports efforts to protect the retirement benefits of our employees, past and present, by addressing CalPERS’s and CalSTRS’s unfunded obligations.
- SEAC believes that sustainability and integrity of the CalPERS and CalSTRS pension funds must be prioritized over investment mandates—especially divestiture—that are inconsistent with the pension systems’ efforts to maximize risk-adjusted investment returns, control employer and employee contribution rates, and provide the retirement benefits promised to their members.
- SEAC Executive Director has participated in all 2018 **CalPERS Executive Employer Roundtable** discussions with CalPERS executives, and participates in monthly stakeholder call with CalPERS CEO.
- Testified in **joint legislative hearing** on divestiture proposals. SEAC advocate was the exclusive employer-side entity invited to participate.
- Testified in support of CalSTRS board member **Karen Yamamoto**.
- SEAC Executive Board met directly with:
 - Marcie Frost**, CalPERS CEO, during April Advocacy Day, to discuss employer pension costs, collaboration on legislative efforts, divestiture legislation, among other issues.
 - David Lamoureux**, CalSTRS Chief Actuary, to discuss AB 1469 (2014) funding plan, employer costs, and the mechanics of the funding plan.

Glenn Miles, Executive Staff Director of the Senate Public Employment & Retirement Committee.

Michael Bolden, Chief Consultant of the Assembly Public Employees, Retirement & Social Security Committee.

- Advocate has attended all CalSTRS and CalPERS board meetings and has regularly met with executive staff on behalf of SEAC.
- SEAC advocate co-chairing Retirement Taskforce (with ACSA advocate) on behalf of all school employer management organizations.
- **AB 2571 (Gonzalez Fletcher) – Oppose unless amended.** Requires a public investment fund to disclose race and gender pay equity and sexual harassment information provided to it. *Status: Dead.*
- **SB 783 (Pan) – Support.** Creates legislative review process for any retirement system divestment proposal. *Status: Assembly.*
- **SB 1031 (Moorlach) – Oppose.** Prohibits COLA on retirement benefits in certain years. *Status: Dead.*
- **SB 1032 (Moorlach) – Oppose.** Allows pension system to reduce retired member benefits if a terminated agency has an unfunded liability. *Status: Dead.*
- **SB 1413 (Nielsen) – Support.** Creates CalPERS-administered optional employer pension pre-funding plan. *Status: Assembly.*

Teacher Evaluation

- SEAC supports legislation and efforts to reform the teacher evaluation laws found in the Education Code in order to better reflect the multiple-measure models of accountability that serve to inform management decisionmaking regarding retention, reward, and improvement where needed. Any system must serve the underlying purposes of personnel decisions: tenure, promotion, and dismissal.
- In order to provide sufficient opportunity to assess and support beginning teacher performance, SEAC supports an increase in the teacher probationary period, from two years to at least three years, without cause and without other erosions to management rights.
- **AB 2128 (Kiley) – Support.** Expands the uses testimonial evidence in a school dismissal or suspension hearing. *Status: Senate.*
- **AB 2234 (Jones-Sawyer) – Support.** Enacts a comprehensive set of requirements for the presentation of testimony by minor witnesses at certain dismissal or suspension administrative proceedings. *Status: Dead.*
- The Legislature did not introduce other bills in 2018 relating to teacher evaluation, tenure, or termination.

- California's teacher evaluation system should follow a model established by the state, but with flexibility for school districts to use it or create their own, so long as the locally created system meets all factors established in the state model.

Charter Schools

- SEAC supports legislation requiring charter schools to be subject to the same disclosure, transparency, and good government governance laws that apply to traditional public schools, including open meetings, conflicts of interest, the Political Reform Act, among others.
- Ongoing discussions with CalSTRS and CalPERS regarding assignment of liability when a charter school fails to pay pension contributions.
- In 2018, SEAC did not take positions on any charter school legislation.

School District Budget Reserve Cap

- SEAC supports repealing the local school district budget reserve cap established in the Budget Act of 2014–15.
- No actions to report. In 2017, the Governor signed **SB 751 (Hill)**, which amended, but did not eliminate, the local reserve cap.

Paid Family Leave

- SEAC supports efforts to provide state-funded paid family leave so long as it does not expand the scope of local bargaining. This should be a state-supported policy and should not vary from district to district.
- SEAC has conducted member outreach to survey fiscal effects of legislation for the purposes of assessing and advocating on various legislative proposals, including **AB 2012 (Medina)** (differential pay) and **SB 1177 (Portantino)** (Classified School Employees Summer Furlough Fund).

Local Control

- SEAC believe that, with the implementation of the Local Control Funding Formula, policymakers should not add further restrictions and mandates upon school districts without adequately compensating districts.
- SEAC Executive Board met with **Ian Johnson**, Principal Consultant, Senate Education Committee, to discuss employer/employee policy issues. **Johnson** has subsequently reached out to SEAC for input on legislative proposals.

School Facilities

- SEAC believes the state has a fundamental role in partnering with school districts to build, modernize, and provide emergency repair for school housing.
- SEAC supports the speedy processing, issuance, and apportionment of Proposition 51 (2016) school bonds.
- Advocated with a coalition of LEA organizations to sell **\$1.5 billion** in bonds during FY 2018–19. **Result:** Despite strong efforts by the Senate and Assembly to sell more bonds, the legislative Conference Committee and the Governor agreed to sell \$640 million, per the Governor's proposal.

Select Other Legislative Issues

- Career Technical Education** ▪ **AB 1743 (O'Donnell) – Support.** Extends the California Career Technical Education Incentive Grant Program. *Status: Adopted, in part, in 2018–19 Budget Act.*

- H.R.** ▪ **AB 1870 (Reyes) – Oppose.** Extends statute of limitations on Fair Employment and Housing Act claims. *Status: Senate.*
- **AB 2153 (Thurmond) – Support if amended.** LGBTQ training for LEA employees. *Status: Senate; bill has been amended per SEAC request.*
- **AB 2154 (Bonta) – Oppose.** Provides employee release time for purposes of union activities. *Status: Dead.*
- School Finance** ▪ **AB 2366 (Bonta) – Oppose.** Provides additional employment protections for victims of sexual harassment. *Status: Dead.*
- Labor Relations** ▪ **AB 2808 (Muratsuchi) – Support.** Increases the LCFF base grants starting in 2019–20 to create a new target for funding. *Status: 2018–19 Budget Act deal to include over \$400 million in additional LCFF funding beyond Governor’s proposal.*
- **AB 2970 (Cooper) – Oppose.** Requires that the date, time, and place of the orientation be confidential and not be shared with anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. *Status: Senate.*

School Employers Association of California
BR - 7

To: Board of Directors
From: Ruben L. Ingram, Executive Director
Subject: 2017-2018 Preliminary Budget
Date: June 12, 2018

Background Information

A Preliminary Budget is presented for Board review and approval to get us started on the new year. (Attachment A) After the books close on June 30, 2018 and we account for everything, we will provide the Board with a Final Budget for 2018-2019 at the Fall Board Meeting.

The Preliminary Budget shows a large increase over last year's budget in "Unencumbered Carry-forward Funds". This is like a Beginning Balance. The \$125,000 is an estimated based on the \$150,000 or so minus end of the year expenditures.

You can note the end of 2018-2019 Income Less Expenses is estimated to be \$93,000. This is like an Ending Balance. The reason this needs to be high is because of risks to memberships revenues due to an uncertainty about the Santa Clara COE payments for all the districts in the county, and a possible decrease in income from Health Benefits Analysis.

Just like in your districts, other expenses are going up and we need to guard against unexpected downturns in income and upturns in expenses.

Recommendation

Receive for information and comment.

School Employers Association of California 2017-2018 Preliminary Budget

Line Item		Total	Sub-Item	17-18 Adopted Budget	17-18 Sub-Items	Notes
Income						
1	Unencumbered Carry-forward Funds	\$125,000.00		\$50,000.00		
2						
3	SEAC Workshops	\$50,000.00		\$50,000.00		
4	Direct Services	\$200,000.00		\$275,000.00		Expected decrease in Health Benefit Analysis
5	Associate Membership Dues	\$5,000.00		\$5,000.00		
6	District Membership Dues	\$215,000.00		\$230,000.00		Santa Clara COE county-wide memberships in question
7	Miscellaneous Income					
9						
Total Income						
10	Expense	\$595,000.00		\$610,000.00		
11	Banking	\$100.00		\$100.00		
12	SEAC Workshops	\$35,000.00		\$30,000.00		NorCal Cert Program is costing more because of travel
13	Contracted Services	\$29,000.00		\$20,600.00		
14	Accounting Service	\$4,000.00				\$3,600.00 New Irvine Company because of issues with prior company
15	Audit	\$5,000.00				\$0.00 Audits every two years so \$2500 x 2 for 16-17 & 17-18
16	Governmental Relations					\$15,000.00 On notice from Capitol Advisors, not yet sure of increase
17	Direct Services	\$150,000.00		\$200,000.00		Correlates with Line 4 projected decrease
18	Dues/Memberships	\$1,000.00		\$1,000.00		
19	Insurance	\$7,500.00		\$6,000.00		Liability rates based on revenues
20	Leases	\$32,800.00		\$30,800.00		
21	Copier	\$3,800.00				\$3,800.00
22	Office	\$29,000.00				\$27,000.00 Automatic annual increases, final amount TBD
23	Maintenance/Repairs	\$1,000.00		\$2,000.00		Copier maintenance agreement now in Line 21
24	Marketing/Repro	\$2,000.00		\$2,000.00		
25	Miscellaneous Expense	\$100.00		\$100.00		
26	Office Supplies	\$6,000.00		\$6,000.00		Fedex materials to NorCal
27	Postage and Delivery	\$1,000.00		\$500.00		
28	Staff Travel Expense	\$25,000.00		\$25,000.00		
29	Staffing	\$186,000.00		\$190,000.00		
30	Executive Director	\$85,000.00				\$80,000.00
31	Asst. Executive Directors	\$50,000.00				\$60,000.00
32	Executive Assistant	\$45,000.00				\$44,000.00
33	Temporary Personnel	\$6,000.00				\$6,000.00
35	Telecommunications	\$25,000.00				Mostly due to increases in phone and internet
36	Total Expense	\$501,500.00		\$534,100.00		
37	Net Ordinary Income	\$93,500.00		27400		
Total Income (Inc All Carry-forwards & Reserve)		\$ 595,000.00		\$610,000.00		
Total Expenses		\$ 501,500.00		\$534,100.00		
Total Income less Total Expenses		\$ 93,500.00		\$76,510.00		
Reserve		\$ 93,500.00		\$76,510.00		

ATTACHMENT A

**School Employers Association of California
BR- 8**

To: Board of Directors
From: Ruben L. Ingram, Executive Director
Subject: Board Meeting Dates and Locations
Date: June 13, 2018

Background Information

Our bylaws require us to hold four (4) board meetings per school year. It turns out for 2019 that the Sunday Board Meeting followed by the Monday Lobby Day will not work for the following reasons:

- Sunday April 7 and Monday, April 8 are the ACSA Lobby Days and this last year we had some SEAC Board Members who needed to participate in that activity.
 - The week of April 15 – 19 is Spring Vacation.
 - Sunday, April 21 is Easter so that will not work
 - Our recommendation then is SEAC Board Meeting on Monday April 22 from 6-9 p.m. with dinner followed by Lobby Day on Tuesday, April 23.
 - At least this will give us a chance to decide for future years whether we like the Sunday/Monday or the Monday/Tuesday.
-
- Following are suggested dates, times, and locations for the board to consider and agree upon.
1. Friday, August 17, 2018, 9-12 noon, Irvine
 2. Friday, November 30, 2018, 2-4 p.m., San Francisco, CSBA Conference
 3. Monday, April 22, 2019 6-9 p.m., Sacramento followed by Lobby Day on the following Tuesday, April 23, 2019
 4. Friday, June 28, 2019 9-12 noon, Irvine

Recommendation

Approve four (4) board meetings for 2018-2019.



SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA (SEAC)

BOARD OF DIRECTOR MINUTES

**Sunday, April 15, 2018
Ventura Room
Sacramento Hyatt Hotel
Sacramento, CA
6:00pm-9:00pm**

CALL TO ORDER

Board of Directors Present:

Lillian Maldonado-French
Paul Johnson
Jose Gonzalez
Karen Janney
John Pappalardo (proxy)

Staff Present:

Ruben Ingram
Olivia Mata
Louise Taylor
Mike Crass
Derrick Lennox
Barrett Snider

Lillian Maldonado called the meeting to order at 6:00pm

APPROVAL OF AGENDA

The Board approved the agenda.

(Motion: Jose Gonzalez, second Paul Johnson, Approved)

PUBLIC COMMENTS

No comments.

BOARD OF DIRECTOR MEMBER REPORTS

Latest updates from Board members.

1. Activity Reports

The report was received with the following comments:

Ruben Ingram highlighted some events on his activity report:

- 3/3/18 – Presented SEAC Program with Louise Taylor to the CEO's of the Community College.
- 3/3/18 – Attended the CCS Board meeting in Sacramento, first meeting as Chair.
- 3/15/18 – Assisted Louise Taylor in the IBB Simulation at the SoCal Certification Program.

Mike Crass

- The Board received the report with no comment.

Louise Taylor

Louise Taylor gave some highlights of her activity report

- 2017-18 SMNCP Coordination, Southern and Northern California.
- Facilitation of Negotiations/

Roger Gallizzi

- The Board received the report with no comment.

2. Membership Report

The report was received with the following comments from Mike Crass:

Our active membership as of this date was 168, and 3 associate members. At this time \$242,224 has been collected which is 85%.

3. Financial Report

The Board received the Report with no comments.

4. Professional Development Report

- The Southern California Certification Programs graduated 17 attendees. Northern California began January 2018 with an enrollment of 22.
- IBB Training:
 - Ripon USD
 - San Bernardino County Superintendent of Schools Management/CSEA Teams
- Negotiation Facilitation
 - Glendora USD
 - Victor Elementary (IBB)
 - Fontana USD (IBB)
 - Duarte USD

5. Health Benefits Advisory Services Report

- We are currently working with 6 districts
 1. Acalanes Union HSD
 2. Contra Costa USD
 3. MetroED
 4. Simi Valley USD
 5. San Rafael USD
 6. Pajaro Valley USD
- Prospective Districts that had requested consulting
 1. Reed Union SD
 2. La Puente Valley ROP

6. Special Projects and Services Report

The Board received the report with no comment

7. Staff Presentations

- 2/7/18 – Ruben Ingram presented “SEAC Services” at Santa Clara COE, Human Resources Administrators.
- 2/21/18 – Ruben Ingram presented “Working with the Board in Negotiations” at Santa Clara COE, Human Resources Administrators.
- 3/1/18 – Louise Taylor presented “Interest Based Bargaining” at the ACSA Symposium.
- 3/2/18 – Ruben Ingram and Louise Taylor presented “Negotiations Strategies and Tactics” at the Community College League of CA.

LEGISLATIVE SESSION

8. Legislative Report

Derrick Lenox and Barret Snider from Capitol Advisors briefed the Board on the current bills that are of interest to SEAC.

The Board accepted and approved the following recommendations:

AB 1743 – Support
AB 1870 – Oppose
AB 1937 – Watch
AB 2049 – Watch
AB 2052 – Neutral
AB 2082 – Watch
AB 2128 – Support
AB 2153 – To Discuss
AB 2154 – Oppose
AB 2234 - Support
AB 2261 - Oppose
AB 2366 – Oppose
AB 2571 – Oppose
AB 2788 – Support
AB 2808 – Support
AB 3048 – Watch
AB 3081 – Oppose
AB 3121 – Oppose
SB 1031 - Oppose
SB 1032 -Oppose
SB 1127 – Support

Motion Paul Johnson, second, Jose Gonzalez, Approved)

9. Appointment of Board Member

The Board appointed Mr. Ed Knudson, President/Superintendent, Antelope Valley Community College District through December 1, 2020.

Motion Karen Janney, second, Jose Gonzalez, Approved

10. Election of Board Chair

The Board elected, Ms. Lillian Maldonado-French to serve as SEAC Board Chair for 2018.

Motion Jose Gonzalez, second, Paul Johnson, Approved)

11. Election of a new Board Vice Chair

The Board elected, Mr. John Pappalardo serve as SEAC Board Chair for 2018.

Motion Karen Janney, second, Paul Johnson, Approved)

CONSENT ITEMS APPROVED

12. Consent Agenda and Routine Items of Business
Minutes of December 3, 2017 Board of Directors Meeting
(Motion Jose Gonzalez, second Karen Janney, Approved)

NEW ITEMS OF BUSINESS

ADJOURNMENT

Motion to adjourn
(Motion Karen Janney, second Jose Gonzalez, Approved)
Meeting was adjourned at 9:01pm

NEXT MEETING

Friday, September 15, 2017, Irvine 9am-12:00pm
Friday, December 1, 2017, Marriott Hotel, San Diego, 2:00pm-4:00pm
Sunday, April 15, 2018, Hyatt Hotel, Sacramento, 6:00pm-9:00pm, followed by Lobby Day on
Monday, April 16, 2018, 8:30am-4:00pm
Friday, June 22, 2018, SEAC Office, Irvine, CA 9:00am-12:00pm

Executive Director
Contract

Terms of the Contract

This contract is between the Board of Directors, School Employers Association of California ("Board") and Ruben L. Ingram ("Dr. Ingram") to serve as Executive Director, Chief Executive Officer, and Secretary to Board, School Employers Association of California from July 1, 2018 through June 30, 2019. Either the Board or Dr. Ingram may terminate this contract at any time with a 90-day written notice to the other party contingent on agreement and settlement of all outstanding obligations.

Compensation

The Board agrees to pay Dr. Ingram, \$600 per day, or \$75 per hour. Payments shall be made on the first of each month after submission of days and hours of work performed and approved by the Treasurer of the Board. No compensation shall be paid for holidays, personal time off, sick leave, nor will any compensation be paid for health and welfare benefits.

Expenses

Dr. Ingram will continue to use the SEAC Cal Card for all actual and necessary expenses with the Treasurer of the Board receiving monthly statements. Any out-of-pocket expenses will be reimbursed by following the standard SEAC Expense Claim Procedures which include the filing of the form with receipts and the approval of the Treasurer of the Board. Reimbursement will be made on the first day of each month.

Service

Dr. Ingram agrees to continue to meet the responsibilities of the Executive Director position, including but not limited to, serving as the Chief Executive Officer and Secretary to the Board, directing and supervising all staff, representing the Association to other professional bodies and agencies, and serving the member districts as required.

Lillian Maldonado-French, SEAC Board Chair

Ruben L. Ingram

Date: _____

Assistant Executive Director, Professional Services
Contract

Terms of the Contract

This contract is between the Board of Directors, School Employers Association of California ("Board") and Louise Taylor ("Dr. Taylor") to serve as Assistant Executive Director, Professional Services, School Employers Association of California from July 1, 2018 through June 30, 2019. Either the Board or Dr. Taylor may terminate this contract at any time with a 90 day written notice to the other party.

Compensation

The Board agrees to pay Dr. Taylor \$480 per day or \$60 per hour. Payments shall be made on the first of each month after submission of days and hours of work performed, and approved by the Executive Director. No compensation shall be paid for holidays, personal time off, sick leave, nor will any compensation be paid for health and welfare benefits.

Expenses

Dr. Taylor will be reimbursed for actual and necessary business expenses upon following the standard SEAC Expense Claim Procedures which include the filing of the form with receipts and the approval of the Executive Director. Reimbursement will be made on the first day of each month.

Service

Dr. Taylor agrees to perform the duties of Assistant Executive Director, Professional Services under the direction of the Executive Director, including but not limited to, professional development activities for the members, workshop/conference planning and presentations, support of SEAC projects and involvement, special assignments as made by the Executive Director, and other duties as assigned.

Lillian Maldando-French, SEAC Board Chair

Louise Taylor

Date: _____

LiAssistant Executive Director, Operational
Services Contract

Terms of the Contract

This contract is between the Board of Directors, School Employers Association of California ("Board") and Michael Crass ("Mr. Crass") to serve as Assistant Executive Director, Operational Services, School Employers Association of California from July 1, 2018 through June 30, 2019. Either the Board or Mr. Crass may terminate this contract at any time with a 90 day written notice to the other party.

Compensation

The Board agrees to pay Mr. Crass \$480 per day or \$60 per hour. Payments shall be made on the first of each month after submission of days and hours of work performed, and approved by the Executive Director. No compensation shall be paid for holidays, personal time off, sick leave, nor will any compensation be paid for health and welfare benefits.

Expenses

Mr. Crass will be reimbursed for actual and necessary business expenses upon following the standard SEAC Expense Claim Procedures which include the filing of the form with receipts and the approval of the Executive Director. Reimbursement will be made on the first day of each month.

Service

Mr. Crass agrees to perform the duties of Assistant Executive Director, Operational Services under the direction of the Executive Director, including but not limited to, membership, finances, budgets, office operations, support of SEAC projects and involvement, special assignments as made by the Executive Director, and other duties as assigned.

Lillian Maldonado-French, SEAC Board Chair

Michael Crass

Date: _____

LAssistant Executive Director, Member Services
Contract

Terms of the Contract

This contract is between the Board of Directors, School Employers Association of California ("Board") and Tom Johnstone ("Dr. Johnstone") to serve as Assistant Executive Director, Member Services, School Employers Association of California from July 1, 2018 through June 30, 2019. Either the Board or Dr. Johnstone may terminate this contract at any time with a 90-day written notice to the other party.

Compensation

The Board agrees to pay Dr. Johnstone \$400 per day or \$50 per hour. Payments shall be made on the first of each month after submission of days and hours of work performed and approved by the Executive Director. No compensation shall be paid for holidays, personal time off, sick leave, nor will any compensation be paid for health and welfare benefits.

Expenses

Dr. Johnstone will be reimbursed for actual and necessary business expenses upon following the standard SEAC Expense Claim Procedures which include the filing of the form with receipts and the approval of the Executive Director. Reimbursement will be made on the first day of each month.

Service

Dr. Johnstone agrees to perform the duties of Assistant Executive Director, Member Services under the direction of the Executive Director, including but not limited to, membership recruitment and retention, professional development activities for the members, workshop/conference planning and presentations, support of SEAC projects and involvement, special assignments as made by the Executive Director, and other duties as assigned.

Lillian Maldonado-French, SEAC Board Chair

Tom Johnstone

Date: _____

Executive Assistant
Contract

Terms of the Contract

This contract is between the Board of Directors, School Employers Association of California ("Board") and Olivia Mata ("Ms. Mata") to serve as Executive Assistant, School Employers Association of California from July 1, 2018 through June 30, 2019. Either the Board or Ms. Mata may terminate this contract at any time with a 90 day written notice to the other party.

Compensation

The Board agrees to pay Ms. Mata \$240 per day or \$30 per hour. Payments shall be made on the first of each month after submission of days and hours of work performed, and approved by the Executive Director. No compensation shall be paid for holidays, personal time off, sick leave, nor will any compensation be paid for health and welfare benefits.

Expenses

Ms. Mata will be reimbursed for actual and necessary business expenses upon following the standard SEAC Expense Claim Procedures which include the filing of the form with receipts and the approval of the Executive Director. Reimbursement will be made on the first day of each month.

Service

Ms. Mata agrees to perform the duties of Executive Assistant under the direction of the Executive Director, including but not limited to, office operations, publications, website, support of SEAC projects and involvement, and other duties as assigned.

Lillian Maldonado-French, SEAC Board Chair

Olivia Mata

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 1st of July, 2018 between School Employers Association of California ("the Company") and LCA Health Care Advisors, LLC ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Schedule A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from Company facilities shall not be reimbursable.
4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Consultant on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by her in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. Confidentiality. The Contractor acknowledges that during the engagement, she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in her possession under her control. The contractor further agrees that she will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of her relationship to the Company and of the services hereunder.
7. Conflicts of Interest; Non-hire Provision. The Contractor represents that she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.
8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or

otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
10. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) and shall indemnify, defend and hold harmless School Employers Association of California relative to any service that she performs for the Company.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in California in accordance with the rules of the American Arbitration Association, and the judgment upon award may be rendered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Company.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: LCA Health Care Advisors, LLC
1302 Franklin Street, Apt A
Santa Monica, CA 90404

If to the Company: School Employers Association of California
18022 Cowan, Suite 250
Irvine, California 92614

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
21. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

School Employers Association of California

LCA Health Care Advisors, LLC

By: _____
Its: Executive Director

By: _____
Its: Consultant

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: LCA Health Care Advisors, LLC, Contractor, will provide the following services:

Broadly defined advisory services to assist districts (clients) with all of their Health Benefit offerings and compliance issues. Including, but not necessarily limited to all of the following:

1. Independent evaluations of the reasonableness of the costs and the quality of all of the employer-sponsored Health Benefits offered
2. Recommendations as to how these benefit offerings might be improved
3. Draft, issue and evaluate any necessary Request for Proposal (RFP) or vendor service proposals
4. Negotiate the resulting vendor contracts
5. Advise and assist in any resulting implementations
6. Evaluate the impact the Affordable Care Act (ACA or Obamacare), the Statewide Exchange (Covered California) and all other legislative updates may have on the District sponsored plan offerings
7. Assist with ACA reporting
8. Provide Healthcare actuarial calculations and services
9. Advise administrative staff in "best practices" of benefit administration, including, compliance and reporting issues, benefit plan accounting, enrollment maintenance, and benefit vendor assessment, review and selection
10. He will report directly to Ruben L. Ingram, Executive Director in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Association and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force through June 30, 2019 or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor commissions at the rate of 75% of net profits (after expenses) from all workshops and projects secured and managed by the contractor. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. Commissions will be paid within 30 days of the final calculations of revenues/expenses.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 1st of July, 2018 between School Employers Association of California ("the Company") and Every Student Learning, Incorporated (ESL, Inc ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Schedule A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from Company facilities shall not be reimbursable.
4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Consultant on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by her in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. Confidentiality. The Contractor acknowledges that during the engagement, she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in her possession under her control. The contractor further agrees that she will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of her relationship to the Company and of the services hereunder.
7. Conflicts of Interest; Non-hire Provision. The Contractor represents that she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.
8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or

otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

9. Merger. This Agreement shall not be terminated by the merger of consolidation of the Company into or with any other entity.
10. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) and shall indemnify, defend and hold harmless School Employers Association of California relative to any service that she performs for the Company.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in California in accordance with the rules of the American Arbitration Association, and the judgment upon award may be rendered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Company.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Every Student Learning, Incorporated (ESL, Inc)
2112 Waterlily View
Henderson, NV 89044

If to the Company: School Employers Association of California
18022 Cowan, Suite 250
Irvine, California 92612

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
21. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

School Employers Association of California

Every Student Learning, Incorporated (ESL, Inc)

By: _____
Its: Executive Director

By: _____
Its: Consultant

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: Every Student Learning, Incorporated (ESL, Inc.), will provide the following services:

1. Assisting all SEAC Staff and Consultants in support of membership, professional development, and other member services.
2. Projects and Studies for member districts as agreed upon mutually by SEAC and ESL, Inc.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force through June 30, 2019 or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor commissions at the rate of \$50.00 per hour plus actual and necessary expenses as defined in the agreement. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the July 1, 2018 between School Employers Association of California ("the Company") and Deborah Collins ("the Contractor").

- 1 Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
- 2 Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Schedule A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
- 3 Expenses. During the term of this Agreement, the Contractor shall bill, and the Company shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from Company facilities shall not be reimbursable.
- 4 Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Consultant monthly. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
- 5 Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by her in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

- 6 Confidentiality. The Contractor acknowledges that during the engagement, she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in her possession under her control. The contractor further agrees that she will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of her relationship to the Company and of the services hereunder.
- 7 Conflicts of Interest; Non-hire Provision. The Contractor represents that she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.
- 8 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or

otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

- 9 Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
- 10 Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
- 11 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 12 Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) and shall indemnify, defend and hold harmless School Employers Association of California relative to any service that she performs for the Company.
- 13 Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- 14 Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 15 Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in California in accordance with the rules of the American Arbitration Association, and the judgment upon award may be rendered in any court having jurisdiction thereof.
- 16 Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- 17 Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

- 8 Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Company.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Deborah L. Collins
305 Granada Avenue
Long Beach CA 90814-3120

If to the Company: School Employers Association of California
18022 Cowan, Suite 250
Irvine, California 92614

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 9 Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 20 Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 21 Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

School Employers Association of California

Deborah L. Collins

By: _____
Its: Executive Director

By: _____
Its: Consultant

SCHEDULE A

DUTIES, TERMS, AND COMPENSATION

DUTIES: Deborah L. Collins, Contractor, will provide the following services:

1. Facilitations Services related to negotiations.
2. She will report directly to Ruben L. Ingram, Executive Director in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Association and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force through June 30, 2019 or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor \$100 per hour. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation given the client has paid SEAC for the services rendered.

SCHEDULE B

DUTIES, TERMS, AND COMPENSATION

DUTIES: Deborah L. Collins, Contractor, will provide the following services:

2. Training Services related to negotiations
3. She will report directly to Ruben L. Ingram, Executive Director in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Association and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force through June 30, 2019 or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor \$60 per hour. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation given the client has paid SEAC for the services rendered.