NOTE: At 4:00 p.m., there will be an open session to allow for public comment on the closed session agenda items, followed immediately by a closed session in the Board Conference Room.

1.0 CALL TO ORDER

2.0 CLOSED SESSION

2.1 Pending/Existing Litigation Pursuant to Government Codes 54956.9(a), 54956.9(d)(2), and 54956.9(d)(1)
   a. Bus Engines
      Legal Counsel: Ty Dorward
   b. Consideration of Settlement Agreement
   c. Case No. OAH2018010900, Case Nos. OAH2018030452 & OAH2018041249, Case No. SA5, and Case No. OAH2018020405
   d. PSEA vs. Poway Unified School District PERB Case LA-CE 6189-E

2.2 Conference with Legal Counsel Anticipated Litigation Pursuant to Government Code 54956.9, 54956.9(d)(2), and 54956.9(d)(4)

2.3 Pupil Personnel – Student Expulsion(s), Disciplinary Matter(s), and Other Confidential Student Matters Pursuant to Education Code 48900(c)

2.4 Negotiations – PFT, PSEA Unit I and Unit II, Management/Confidential, and Real Property Pursuant to Government Codes 54957.6, and 54956.8

2.5 Public Employee Discipline/Dismissal/Release/Reassignment/Resignation/Nonreelection Pursuant to Government Codes 54954.5(e), and 54957

2.6 Public Employee Appointment/Employment Pursuant to Government Code 54957
   a. Associate Superintendent of Learning Support Services
b. Assistant Superintendent of Student Support Services

c. Director of Human Resources

d. Director of Risk Management

e. High School Principal

3.0 CALL TO ORDER

3.1 Pledge of Allegiance

3.2 Report Out of Closed Session

3.3 Members in Attendance

3.4 Welcome to Public – Kimberley Beatty

3.5 Action Approval of Agenda/Sequence

4.0 ORAL PRESENTATIONS

4.1 Information Student Board Representatives

4.2 Public Comments

Individuals wishing to address the Board regarding an item on the agenda or items of specific concern, may do so at this time. Speakers are limited to (3) three minutes, (15) fifteen minutes per topic. Times may be shortened or extended at the direction of the Board. Speakers are requested to submit a speaker slip to the Clerk of the Board prior to the start of the meeting.

4.3 Presentation AT&T “Inventors Challenge” Winner Presentation

5.0 CONSENT CALENDAR

Items listed under Consent Agenda are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Calendar upon the request of any member of the Board, discussed, and acted upon separately. The Superintendent and staff recommend approval of all Consent Calendar items.

5.1 Approval of Consent Calendar

a. Approval of Minutes

5.2 Consent Calendar - Business Support Services

a. Approval/Ratification of Contractual Services Report No. 11-2018

b. Ratification of District Purchase Orders, Revolving Cash Fund Expenditures, and Purchase Card Transactions
c. Approval of 2018-2019 Balances in Excess of Minimum Reserve Requirements

d. Authorization to Sell and/or Dispose of Obsolete and Surplus Items for the 2018-2019 School Year

e. Award Contracts for Bid No. 2018-09B Remove and Replace Flooring at Various Sites to DFS Flooring and Progressive Carpet and Design, Inc.

f. Award Contracts for Bid No. 2018-12B Remove and Replace Asphalt, Various Sites to Frank & Son Paving, Inc., Kirk Paving, Inc., and Pal General Engineering

g. Award a Contract for Bid No. 2018-14B Stone Ranch Phase 3 Project to M.A. Stevens Construction, Inc.

h. Award a Contract for Request for Proposal (RFP) No. 2018-01P for Fresh Bread Products to Baked in the Sun (S&S Bakery)

i. Award a Contract for Request for Proposal (RFP) No. 2018-02P for Fresh Fruits and Vegetables to American Produce; Reject a Non-Responsive Proposal Submitted by Sunrise Produce

j. Approval of Resolution No. 109-2018 Entitled “Authorization to Allocate the Monies Received from the Education Protection Act (EPA)”


5.3 Consent Calendar - Learning Support Services

Robertson

a. Approval of 2018-2019 Application for Funding Consolidated Categorical Aid Programs (CCAP), Spring Release

b. Approval of the Amendment of the Agreement for Participation in the Education to Career Network (ETCN) and Designated Representative and Alternate to the Leadership Council

c. Approval of Resolution No. 113-2018 Entitled “Authorization of a Contract with the California Department of Education to Provide Child Development Services” and Accept the Annual Program Self-Evaluation

d. Approval of “San Diego County Superintendent of Schools Agreement with Poway Unified School District for Quality Preschool Initiative Services”
e. Proposed Adoption of Kindergarten and Grade 1 Dual Immersion Core Instructional Resources – Second Reading

f. Approval of California Interscholastic Federation Leagues (CIF) Representatives for 2018-2019

g. Approval/Ratification of Out-of-State Field Trip

h. Approval of California School Board Association (CSBA) Board Policy 5145.13

5.4 Consent Calendar - Personnel Support Services

a. Approval of Certificated Personnel Report No. 11-2018

b. Approval of Classified Personnel Report No. 11-2018

c. Approval of Variable Term Waiver Request – William Harwell and Robert Townsend

d. Approval of Distinguished Teacher in Residence (DTIR) Consortium Agreement with California State University, San Marcos

e. Approval of Internship Agreement (Education Specialist) with Brandman University

f. Approval of School Nurse Clinical Affiliation Agreement with California State University, Fullerton

g. Approval of Speech Language Pathology and Audiology Clinical Practicum Agreement with California State University, Northridge

h. Approval of Internship Agreement with Alliant International University

i. Approval Student Teaching Agreements with Azusa Pacific University, Grand Canyon University and San Diego State University

j. Approval of Revisions to Salary Schedules Following Approved Rate Increase

k. Approval of Revised Board Policy 1312.3 Uniform Complaint Procedure

5.5 Consent Calendar - Technology and Innovation

5.6 Consent Calendar – Superintendent

a. Acceptance of Gifts
Items 8.1, 8.2, 8.3, and 8.4 will be heard prior to 6.0 items.

8.0 PERSONNEL SUPPORT SERVICES

8.1 Action Approval of the Employment Agreement Between Poway Unified School District and the Superintendent

8.2 Action Approval of the Associate Superintendent, Learning Support Services (LSS) Employment Agreement

8.3 Action Approval of the Assistant Superintendent, Student Support Services (SSS) Employment Agreement

8.4 Action Approval of Resolution No. 69-2018 Entitled “Resolution Regarding the Elimination or Reduction in Hours of the Classified Positions as Contained Within Exhibit ‘A’; Corresponding Layoff of Classified Employees”

6.0 BUSINESS SUPPORT SERVICES

6.1 Action/ Adoption of 2018-2019 Proposed Budget and Approval of Presentation Related Criteria and Standards

6.2 Action Approval of California School Board Association (CSBA) Board Policies 3000 Series – Second Reading

6.3 Action/ Approval of Resolution Nos. 70-2018 Through 107-2018 Presentation Entitled “Establishment of Annual Special Taxes for Community Facilities Districts Nos. 1 Through 16”

6.4 Action Approval of Resolution No. 115-2018 Entitled “Authorizing a New Adjustment Period and a New Adjusted Interest Rate with Respect to the Poway Unified School District Certificates of Participation (2012 School Facilities Restructuring Program) and Requesting Owner Consent Thereto, Approving the Form of a First Supplemental Trust Agreement and a First Amendment to Lease Agreement; Approving Additional Provisions to Trust Agreement and Lease Agreement; Authorizing the Execution and Delivery by the District of an Owner Consent, and Authorizing the Execution of Necessary Documents and Certificates and Related Actions”

6.5 Action/ Public Hearing Public Hearing and Approval of Resolution No. 112-2018 Entitled “Approval of an Increase in Fees on Development Projects Pursuant to Government Code Section 65995 and 66001 and California Education Code Section 17620”

6.6 Action/ Award of Design Contract for Oak Valley Middle School Classroom Additions to HMC Architects
6.7 Action Authorization to Issue Request for Proposal for Lease-Leaseback Construction Services for Oak Valley Middle School Classroom Additions

6.8 First Reading Approval of California School Board Association (CSBA) Board Policies 7000 Series – First Reading

6.9 Information Enrollment Report Nos. 9 and 10 for 2017-2018

The meeting of the Board of Education will be adjourned in order to open the meeting of the Poway Unified School District Public Financing Authority.

6.10 **PUBLIC FINANCING AUTHORITY**

6.10 Action Approval of Resolution No. 114-2018 Entitled "Authorizing the Execution and Delivery of the First Supplemental Trust Agreement to Amend that Trust Agreement, Dated as of September 1, 2012, by and Among U.S. Bank National Association, as Trustee, Poway Unified School District and Poway Unified School District Public Financing Authority and the First Amendment to Lease Agreement to Amend that Certain Lease Agreement, Dated as of September 1, 2012, by and Between the Poway Unified School District Public Financing Authority and the Poway Unified School District and Authorizing the Execution of Necessary Documents and Certificates and Related Actions"

The meeting of the Poway Unified School District Public Financing Authority will be adjourned in order to reconvene the meeting of the Board of Education.

7.0 **LEARNING SUPPORT SERVICES**

7.1 Action Ratification of Stipulated Agreements for Student Expulsion

7.2 Action Ratification of Enforced Expulsion

7.3 Action Readmission of Students on Expulsion

7.4 Action Approval of PUSD Local Control and Accountability Plan (LCAP) for 2018-2019

7.5 Information School Accountability Report Card (SARC) for Elementary, Middle, and High Schools for 2017-2018

7.6 Action/Public Hearing Public Hearing and Approval of the 2018-2019 Annual Service Plan and Annual Budget Plan for the Special Education Local Plan Area (SELPA)

7.7 Information Designate Garden Road as Title 1 School

7.8 Information Student Awards for Academic Achievement – Scholarships 2017-2018
7.9 Information/Update an Annual Report of Activities from the Special Presentation Education Community Advisory Committee for 2017-2018

Items 8.1, 8.2, 8.3, and 8.4 were heard prior to item 6.0.

9.0 TECHNOLOGY AND INNOVATION

10.0 SUPERINTENDENT

10.1 Action Approval of the 2019 Regular Board of Education Meeting Dates

10.2 First Reading Approval of California School Board Association (CSBA) Board Policies 0000 Series – First Reading

10.3 First Reading Approval of California School Board Association (CSBA) Board Policies 2000 Series – First Reading

10.4 First Reading Approval of California School Board Association (CSBA) Board Policies 9000 Series – First Reading

11.0 REPORTS AND COMMENTS

11.1 Information Board Member Reports

11.2 Information Superintendent’s Report
   a. Information Student Recognition
   b. Information School Recognition

11.3 Information Student Recognition

12.0 CLOSED SESSION – CONTINUATION OF CLOSED SESSION AGENDA FROM PAGE ONE AS NECESSARY

13.0 ADJOURNMENT / NEXT MEETING

The next regularly scheduled Board Meeting will be held on Thursday, August 9, 2018, at 6:00 p.m. at the Poway Unified School District Office, 15250 Avenue of Science, San Diego.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District’s Governing Board, please contact the office of the District Superintendent at (858) 521.2700 [15250 Avenue of Science, San Diego]. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with the meeting in appropriate alternative formats for persons with a disability.

Written materials relating to an item on this agenda that are distributed to the Poway Unified School District Board of Education within 72 hours before it is to consider the item at its regularly scheduled meeting will be available for public inspection at 15250 Avenue of Science, San Diego, during normal business hours. Such written materials will also be made available on the district website [www.powayusd.com], subject to staff’s ability to post the documents before the regularly scheduled meeting.
TO: BOARD OF EDUCATION  
MEETING DATE: June 28, 2018  
FROM: Marian Kim Phelps  
AGENDA ITEM: 3.5
Staff Support:

SUBJECT: APPROVAL OF AGENDA/SEQUENCE

☐ Action  
☐ Consent Calendar  
☐ First Reading  
☐ Information  
☐ Presentation  
☐ Public Hearing  
☐ Roll Call Vote Required

RECOMMENDATION: Approval of the June 28, 2018, agenda/sequence.

DISCUSSION/PROGRAM:

Agenda items may be addressed out of order if items of community interest, requiring extended presentation or discussion, requiring contractual services, or department(s) do not have any agenda items for discussion/action.

LEGAL REFERENCE: N/A

FISCAL IMPACT: None

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___  O’CONNOR-RATCLIFF ___  PATEL ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE: MISRA ___
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Marian Kim Phelps

AGENDA ITEM: 4.1

Staff Support:

SUBJECT: STUDENT BOARD REPRESENTATIVES

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Abraxas High School: August 9, 2018, Board Meeting
Del Norte High School: August 9, 2018, Board Meeting
Mt. Carmel High School: August 9, 2018, Board Meeting
Poway High School: Trevor George – unable to attend
Rancho Bernardo High School: Sydney Roberts
Westview High School: Adrianne McWilliams

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps
AGENDA ITEM: 4.2

VOTE:
BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
AT&T sponsors the annual “Inventors Challenge” with Imagination.org, open to all pre-K through high school students across the globe, tasking students with creating imaginative solutions for a wide range of social, environmental, and technical problems, with an emphasis on STEAM. The mission of Imagination.org is to find, foster, and fund creativity and entrepreneurship in children around the world to raise a new generation of innovators and problem solvers who have the tools they need to build the world they imagine. Over the course of a month, nearly 250 students from 184 cities around the world submitted ideas for the “Inventors Challenge.” One winner in each of the four age brackets was selected, including Mihir Konkapaka, 2nd grader from Morning Creek Elementary School, for his digital checklist invention, the “Checklistinator,” a device that attaches to any backpack to help students remember everything they need for school. Mihir’s invention was awarded the prestigious Thomas Edison Prize.

Representatives from AT&T will present Mihir with his award.

LEGAL REFERENCE:

FISCAL IMPACT:
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.1

Staff Support:

SUBJECT: APPROVAL OF CONSENT CALENDAR

RECOMMENDATION:

The following items comprise the Consent Calendar. Action may be taken on these items by a single motion of the Board, allowing time for discussion on other routine items.

DISCUSSION/PROGRAM:

5.1 Consent Calendar - Approval of Consent Calendar

   a. Approval of Minutes

5.2 Consent Calendar - Business Support Services

   a. Approval/Ratification of Contractual Services Report No. 11-2018

   b. Ratification of District Purchase Orders, Revolving Cash Fund Expenditures, and Purchase Card Transactions

   c. Approval of 2018-2019 Balances in Excess of Minimum Reserve Requirements

   d. Authorization to Sell and/or Dispose of Obsolete and Surplus Items for the 2018-2019 School Year

   e. Award Contracts for Bid No. 2018-09B Remove and Replace Flooring at Various Sites to DFS Flooring and Progressive Carpet and Design, Inc.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: Beatty ___ O'Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
f. Award Contracts for Bid No. 2018-12B Remove and Replace Asphalt, Various Sites to Frank & Son Paving, Inc., Kirk Paving, Inc., and Pal General Engineering

g. Award a Contract for Bid No. 2018-14B Stone Ranch Phase 3 Project to M.A. Stevens Construction, Inc.

h. Award a Contract for Request for Proposal (RFP) No. 2018-01P for Fresh Bread Products to Baked in the Sun (S&S Bakery)

i. Award a Contract for Request for Proposal (RFP) No. 2018-02P for Fresh Fruits and Vegetables to American Produce; Reject a Non-Responsive Proposal Submitted by Sunrise Produce

j. Approval of Resolution No. 109-2018 Entitled “Authorization to Allocate the Monies Received from the Education Protection Act (EPA)”


5.3 Consent Calendar - Learning Support Services

Robertson

a. Approval of 2018-2019 Application for Funding Consolidated Categorical Aid Programs (CCAP), Spring Release

b. Approval of the Amendment of the Agreement for Participation in the Education to Career Network (ETCN) and Designated Representative and Alternate to the Leadership Council

c. Approval of Resolution No. 113-2018 Entitled “Authorization of a Contract with the California Department of Education to Provide Child Development Services” and Accept the Annual Program Self-Evaluation

d. Approval of “San Diego County Superintendent of Schools Agreement with Poway Unified School District for Quality Preschool Initiative Services”

e. Proposed Adoption of Kindergarten and Grade 1 Dual Immersion Core Instructional Resources – Second Reading

f. Approval of California Interscholastic Federation Leagues (CIF) Representatives for 2018-2019

g. Approval/Ratification of Out-of-State Field Trip

h. Approval of California School Board Association (CSBA) Board Policy 5145.13

Continued…
5.4 **Consent Calendar - Personnel Support Services**

- a. Approval of Certificated Personnel Report No. 11-2018

- b. Approval of Classified Personnel Report No. 11-2018

- c. Approval of Variable Term Waiver Request – William Harwell and Robert Townsend

- d. Approval of Distinguished Teacher in Residence (DTIR) Consortium Agreement with California State University, San Marcos

- e. Approval of Internship Agreement (Education Specialist) with Brandman University

- f. Approval of School Nurse Clinical Affiliation Agreement with California State University, Fullerton

- g. Approval of Speech Language Pathology and Audiology Clinical Practicum Agreement with California State University, Northridge

- h. Approval of Internship Agreement with Alliant International University

- i. Approval Student Teaching Agreements with Azusa Pacific University, Grand Canyon University and San Diego State University

- j. Approval of Revisions to Salary Schedules Following Approved Rate Increase

- k. Approval of Revised Board Policy 1312.3 Uniform Complaint Procedure

5.5 **Consent Calendar - Technology and Innovation**

5.6 **Consent Calendar – Superintendent**

- a. Acceptance of Gifts
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

Staff Support:

SUBJECT: APPROVAL OF MINUTES

RECOMMENDATION:

Approval of the May 10, 2018, Regular Board Meeting minutes and the June 5, 2018, Special Board Meeting minutes as presented.

DISCUSSION/PROGRAM:

The May 10, 2018, Regular Board Meeting and the June 5, 2018, Special Board Meeting minutes are attached.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________    SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
CLOSED SESSION

Board President T.J. Zane called the meeting to order at 3:02 p.m. to receive public comment on the closed session agenda items. There were no public comments, and all Board members convened to closed session in the Board Conference Room. The closed session was adjourned at 6:10 p.m., and Board members reconvened in the Community Room to begin their regular meeting and relay any reportable action taken during closed session.

REGULAR MEETING

1.0 CALL TO ORDER – PUBLIC SESSION

2.0 CLOSED SESSION

2.1 Pending/Existing Litigation Pursuant to Government Codes 54956.9(a), 54956.9(d)(2), and 4956.9(d)(1)
      Legal Counsel: Randall Winet
   c. Name of Case: Case No. OAH2017120648

2.2 Conference with Legal Counsel Anticipated Litigation Pursuant to Government Code 54956.9, 54956.9(d)(2), and 54956.9(d)(4)

2.3 Pupil Personnel – Student Expulsion(s), Disciplinary Matter(s), and Other Confidential Student Matters Pursuant to Education Code 48900(c)
   a. Challenge to Student Records/Grades Pursuant to Educational Code 49070

2.4 Negotiations – PFT, PSEA Unit I and Unit II, Management/Confidential, and Real Property Pursuant to Government Codes 54957.6, and 54956.8
   a. Agent Negotiator: James Jimenez

2.5 Public Employee Discipline/Dismissal/Release/Reassignment/Resignation/Nonelection Pursuant to Government Codes 54954.5(e), and 54957

2.6 Public Employee Appointment/Employment Pursuant to Government Code 54957
   a. Elementary School Principal - Pursuant to Government Code Section 54957
   b. Superintendent’s Evaluation
3.0 RECONVENE / CALL TO ORDER AND PLEDGE OF ALLEGIANCE

3.1 Board President T.J. Zane reconvened the meeting in Public Session at 6:17 p.m. and led the salute to the flag. He then asked for a moment of silence in honor and memory of Amaya Martiarena, a World Languages Teacher at Del Norte High School who passed away.

3.2 Report Out of Closed Session

2.1-B: Clerk Sellers reported that in the matter of Pending/Existing Litigation, Liability Claims – Claimant K. Jones, Agency claimed against: Poway Unified School District – Pursuant to Government Code Section 54956.9(e)(3), on a motion by Ms. O’Connor-Ratcliff and a second by Dr. Patel, and by roll call vote, the Board voted to deny applicant K. Jones leave to present a late claim and to return the claim presented with no action taken on it. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

2.1-C: Clerk Sellers reported that in the matter of Pending/Existing Litigation, Case No. OAH2017120648, on a motion by Dr. Patel and a second by Mrs. Beatty, the Board voted to approve the proposed settlement. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

2.6-A: Clerk Sellers reported that in the matter of Public Employee Appointment/Employment, Elementary School Principal, on a motion by Dr. Patel and a second by Ms. O’Connor-Ratcliff, the Board voted to approve the appointment of Mr. Andrew Gergurich to Principal of Painted Rock Elementary for the 2018-2019 school year. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

There was no other reportable action taken in closed session.

3.3 Members in Attendance

All Board members were in attendance, including Student Board Member Shaina Mishra.

3.4 Welcome to Public

Student Board Member Shaina Mishra welcomed the public and offered instructions on the procedure for addressing the Board during the Public Comments segment of the meeting.

3.5 Approval of Agenda/Sequence

Following discussion, on a motion by Mr. Sellers, and a second by Mrs. Beatty, the Board voted to approve the agenda/sequence after the removal of item 8.1. Ayes: Sellers and Beatty. Noes: Zane, Patel, and O’Connor-Ratcliff. Motion failed, 2-3.

On a motion by Ms. O’Connor-Ratcliff, and a second by Dr. Patel, the agenda/sequence was approved with items 10.1 and 10.2 to be heard after item 4.5 on the agenda. Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried 3-2.

4.0 ORAL PRESENTATIONS

4.1 Student Board Representatives

Student Board representatives Alivia Hampton from Abraxas High School, Delaney Anderson from Del Norte High School, and Alliyah Gardia from Mt. Carmel High School, reported on events and activities at their respective schools.

4.2 Public Comments
Individuals wishing to address the Board regarding an item on the agenda or items of specific concern, may do so at this time. Speakers are limited to (3) three minutes, (15) fifteen minutes per topic. Times may be shortened or extended at the direction of the Board. Speakers are requested to submit a speaker slip to the Clerk of the Board prior to the start of the meeting.

Public Comments:

- Ryan Steed spoke in favor of more funding for Poway High School’s Agriculture Department for future years.
- Emily Bailey spoke about the Future Farmers of America (FFA) program.
- Kelsey Oliveri spoke on behalf of Future Farmers of America (FFA) students needing Agriculture classes.
- Karen Goodman spoke regarding Future Farmers of America (FFA) students needing Agriculture classes to be enrolled.
- Elizabeth Bodily-Williams spoke in favor of PUSD paying for Agriculture teachers.
- Terry Norwood spoke about budget concerns.
- Melissa Lazaro and Frida Brunzell spoke in favor of a new Dyslexia Committee.
- Nate Alcorn spoke about a food program.
- Tovah Terranova spoke about school safety concerns and asked for a task force.
- Claudia Ma requested a flat rate for school facility rentals.
- Janet Lettang spoke in support of the Performing Arts.
- Susan Wilson spoke regarding Transition Partnership Program (TPP) grant and position eliminations.

4.3 AVID Eighth Grade and Senior Standouts
Eighth Grade Standouts: Molly Silvermail, Kyndal Cloud-Winslow, Fernanda Fabian, Kira Patrick, Savonna “Savvy” Andrews, and Chelsea Vizcarra, were recognized.

Senior Standouts: Jessica Legault, John Sedrak, SaMya Griffin, Samuel Collins, and Camila De Hoyos were recognized.

4.4 Everyday Heroes Classified Employee Recognition Program
Classified employees Gale Ching, Instructional Assistant II – Special Education, Abraxas High School; Kathy Linch, Career/Life Skills Technician; David Oliva, Bus Transportation Aide, Transportation; Ray Strahan, Custodian, Mt. Carmel High School; and Kristine Song, Instructional Assistant II, Special Education, Del Sur Elementary School, were recognized as Tier 2 Everyday Heroes. Board President Zane and Dr. Kim Phelps presented the honorees with awards.

4.5 Team PUSD Recognition Program
The following groups of employees were recognized with Team PUSD awards presented by Board President Zane and Dr. Kim Phelps:
• The following Facilities and Maintenance staff, Rancho Bernardo High School staff, and District Administration were recognized: Romel Agbayani, Custodial Supervisor II; Derek Alschbach, Painter; Bob Cicero, Groundskeeper II; Justin Douglas, Electrician; Mike Hatch, Project Management Specialist; Chad Koster, Director of Facilities, Maintenance, and Operations; Dave LeMaster, Principal; Dave MacNeil, Locksmith; Mel Robertson, Associate Superintendent LSS; Barbie Shrier, Administrative Assistant II; and John Silveira, Maintenance Worker.

• The following Technology and Innovation staff were recognized: Gene Nelson, Programmer Analyst III; and Ken Wall, Program Manager – Information Technology.

As approved in Agenda item 3.4 Agenda/Sequence, items 10.1 and 10.2 were heard after agenda item 4.5.

10.1 Appointment of Student Board Member to Serve During the 2018-2019 School Year
On a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Board approved the appointment of Jacob Schwartz to serve as the 2018-2019 Student Board Member. Preferential vote Aye by Student Board Member Shaina Mishra. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

10.2 Approval of the 2019 Regular Board of Education Meeting Dates – First Reading
This item was presented as a First Reading.

5.0 CONSENT CALENDAR
5.1 Approval of Consent Calendar
   a. Approval of Minutes

5.2 Consent Calendar - Business Support Services
   a. Approval/Ratification of Contractual Services Report No. 10-2018

   b. Ratification of District Purchase Orders, Revolving Cash Fund Expenditures, and Purchase Card Transactions


   d. Approval of 2018-2019 Marine Science Floating Laboratory Field Trip Agreement

   e. Approval of 2018-2019 Outdoor Education Program Agreement

   f. Approval of 2018-2019 Science Outreach Program

   g. Approval of Quarterly Associated Student Body (ASB) and Student Council Financial Reports and Ratification of ASB Purchase Orders

   h. Award Contracts for Bid No. 2018-02B Summer Roofing Various Sites to Best Contracting Services, Inc., and Premier Roofing CA, Inc.
i. Award a Contract for Bid No. 2018-03B Upgrade HVAC System to Simeco Mechanical, Inc.

j. Award a Contract for Bid No. 2018-04B Remove and Replace Play Surface at Creekside Elementary School to KYA Services, LLC

k. Award a Contract for 2018-14P Security Assessment Services Districtwide to Guidepost Solutions

l. Approval of Resolution No. 67-2018 Entitled “Authorization to Purchase Playground Rubber Surface Material for Chaparral, Highland Ranch, and Willow Grove Elementary Schools Through the California Multiple Award Schedule (CMAS) Contract”

m. Authorization to Enter into a Project Agreement Between the Poway Unified School District, and the K-12 Public Schools and Community Colleges Facility Authority, for Development, Award and Project Management for the Replacement of the Heating System at Midland Elementary School

n. Quarterly Disclosure of Local Agency Investments for Poway Unified School District

o. Quarterly Disclosure of Local Agency Investments for Community Facilities District Nos. 1 Through 16

5.3 Consent Calendar - Learning Support Services
a. Approval/Ratification of Out-of-State Field Trips

5.4 Consent Calendar - Personnel Support Services
a. Approval of Certificated Personnel Report No. 10-2018
b. Approval of Classified Personnel Report No. 10-2018
c. Approval of Variable Term Waiver Request – Rendell Dolan
d. Approval of Salary Reallocation for Transportation Fee Coordinator
e. Ratification of Offer of Student Accident Insurance for 2018-2019 School Year

5.5 Consent Calendar - Technology and Innovation
a. Approval of Resolution No. 68-2018 Entitled “Authorization to Purchase Materials for Classroom and Facility Modernization Through the Wiseburn Unified School District Bids No. 1, No. 2, and No. 3”

5.6 Consent Calendar – Superintendent
a. Acceptance of Gifts

On a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Consent Calendar was approved as presented with the exception of the following items pulled for further discussion: 5.2(a) pulled by Mrs. Beatty, 5.2(g) pulled by Dr. Patel, and 5.2(k) pulled by Board President Zane. **Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.**
As approved in Agenda item 5.0 Consent Calendar, items 5.2(a), 5.2(g), and 5.2(k) were pulled from the Consent Calendar for further discussion.

5.2(a) Approval/Ratification of Contractual Services Report No. 10-2018
Following discussion, on a motion by Mrs. Beatty, and a second by Mr. Sellers, the Board voted to approve Resolution No. 10-2018 as presented with the exception of changing the amount for item #13 Concerned Parent’s Alliance, Inc. to $50,000 instead of $75,000. Ayes: Sellers and Beatty. Noes: Zane, Patel, and O’Connor-Ratcliff. Motion failed, 2-3.

On a motion by Board President Zane, and a second by Ms. O’Connor-Ratcliff, the Board voted to approve Resolution No. 10-2018 as presented. Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried, 3-2.

Public Speakers: Dr. Darlene Willis, Marsha Dodson, Sky Montgomery, Jeremiah Smith, and Ngefor Ndifor spoke in strong support of approving Concerned Parent’s Alliance, Inc., in the Contractual Services Report No. 10-2018.

5.2(g) Approval of Quarterly Associated Student Body (ASB) and Student Council Financial Reports and Ratification of ASB Purchase Orders
Following discussion, on a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Board voted to approve the financial reports and ratify the ASB purchase orders as presented. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

5.2(k) Award a Contract for 2018-14P Security Assessment Services Districtwide to Guidepost Solutions
Following discussion, on a motion by Board President Zane, and a second by Dr. Patel, the Board voted to approve the contract to Guidepost Solutions. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

6.0 BUSINESS SUPPORT SERVICES

6.1 Approval of Resolution No. 65-2018 Entitled “Authorization to Make Temporary Transfers of Special or Restricted Monies Between District Funds for Fiscal Year 2018-2019”
On a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Board approved Resolution No. 65-2018 as presented. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

6.2 Approval of Resolution No. 66-2018 Entitled “Authorization for the Board of Education of Poway Unified School District to Request Temporary Transfer of Funds from the County Treasurer”
On a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Board approved Resolution No. 66-2018 as presented. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.
6.3 Approval of California School Board Association (CSBA) Board Policies 3000 Series – First Reading
This item was presented as First Reading.

6.4 Rate Mode Extension for 2012 Certificate of Participation (COPS) Restructuring Program
This item was presented as information only.

6.5 Enrollment Report No. 8/2017-2018
This item was presented as information only.

7.0 LEARNING SUPPORT SERVICES
7.1 Ratification of Student Discipline
On a motion by Ms. O’Connor-Ratcliff, and a second by Mrs. Beatty, the Board approved the Ratification of Student Discipline for case number 2017-2018.19.  
  Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

On a motion by Dr. Patel, and a second by Mr. Sellers, the Board approved the Ratification of Student Discipline for case number 2017-2018.20.  
  Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

7.2 Ratification of Stipulated Agreement for Student Expulsion
On a motion by Ms. O’Connor-Ratcliff, and a second by Mrs. Beatty, the Board approved the agreement for case number 2017-2018.21. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

On a motion by Dr. Patel, and a second by Mr. Sellers, the Board approved the agreement for case number 2017-2018.23. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

On a motion by Mr. Sellers, and a second by Ms. O’Connor-Ratcliff, the Board approved the agreement for case number 2017-2018.24. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

On a motion by Mr. Sellers, and a second by Mrs. Beatty, the Board approved the agreement for case number 2017-2018.26. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

On a motion by Dr. Patel, and a second by Mr. Sellers, the Board approved the agreement for case number 2017-2018.27. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

On a motion by Mr. Sellers, and a second by Dr. Patel, the Board approved the agreement for case number 2017-2018.28. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.

7.3 Readmission of Student on Expulsion
On a motion by Ms. O’Connor-Ratcliff, and a second by Mr. Sellers, the Board approved the readmission to PUSD for case number 2016-2017.25. Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.
7.4 Discussion and Proposed Adoption of California School Board Association (CSBA) Board Policy 5127

Following discussion, on a motion by Board President Zane, and a second by Mr. Sellers, the Board approved the CSBA Board Policy 5127 as presented and with the additional wording as follows: “At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the requirements have been satisfied, a diploma shall be sent to the student.” *Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.*

7.5 Approval of California School Board Association (CSBA) Board Policies 5000 Series – Second Reading

Following discussion, on a motion by Ms. O’Connor-Ratcliff, and a second by Dr. Patel, the Board approved the CSBA Board Policies 5000 Series as presented. *Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.*

7.6 Proposed Adoption of Kindergarten and Grade 1 Dual Immersion Core Instructional Resource – First Reading

This item was presented as First Reading.

8.0 PERSONNEL SUPPORT SERVICES

8.1 Ratification of Poway Federation of Teachers (PFT) – Tentative Agreement 2017-2018

Following discussion, on a motion by Ms. O’Connor-Ratcliff, and a second by Board President Zane, the Board approved the Poway Federation of Teachers (PFT) – Tentative Agreement 2017-2018. *Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried, 3-2.*

8.2 Approval of Resolution No. 49-2018 Entitled “Resolution Regarding the Elimination or Reduction in Hours of the Classified Positions as Contained within Exhibit ‘A’; Corresponding Layoff of Classified Employees”

On a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Board approved Resolution No. 49-2018 as presented. *Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.*

8.3 Establish Certificated Management Classification – Assistant Superintendent Student Support Services

Following discussion, on a motion by Ms. O’Connor-Ratcliff, and a second by Board President Zane, the Board approved Certificated Management Classification – Assistant Superintendent Student Support Services as presented. *Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried, 3-2.*

9.0 TECHNOLOGY AND INNOVATION

9.1 PUSD Technology Plan 2018-2021

This item was presented as information only.

*As approved in Agenda item 3.4 Agenda/Sequence, items 10.1 and 10.2 were heard after agenda item 4.5.*

11.0 REPORTS AND COMMENTS

11.1 Board Member Reports

Board members reported on their activities and events attended since the previous meeting.
11.2 Superintendent’s Report
The following updates on current issues and events were presented:

- Dr. Kim Phelps spoke about Oak Valley Middle School’s cyber security team placing 1\textsuperscript{st} and 2\textsuperscript{nd} at the CyberPatriot National Finals in Baltimore, Maryland.
- Dr. Kim Phelps spoke about participating in the 2\textsuperscript{nd} Annual CTE Student Expo.

(a) Student Recognition
Accomplishments and awards earned by students were recognized.

(b) Staff Recognition
Accomplishments and awards earned by staff were recognized.

(c) School Recognition
Accomplishments and awards earned by schools were recognized.

12.0 CLOSED SESSION
There were no additional items discussed in Closed Session.

13.0 ADJOURNMENT
The meeting was adjourned at 11:00 p.m.

________________________________ ________________________________
T.J. Zane, President   Charles Sellers, Clerk

_________________________________
Marian Kim Phelps, Secretary

am
POWAY UNIFIED SCHOOL DISTRICT
MINUTES OF THE BOARD OF EDUCATION
AT A SPECIAL MEETING

June 5, 2018
District Office Community Room

CLOSED SESSION

Board President T.J. Zane called the meeting to order at 4:34 p.m. to receive public comment on the closed session agenda items. There were no public comments, and all Board members convened to closed session in the Board Conference Room. The closed session was adjourned at 6:00 p.m., and Board members reconvened in the Community Room to begin their special meeting and relay any reportable action taken during closed session.

REGULAR MEETING

1.0 CALL TO ORDER – PUBLIC SESSION

2.0 CLOSED SESSION

2.1 Pending/Existing Litigation Pursuant to Government Codes 54956.9(a), 54956.9(d)(2), and 4956.9(d)(1)

2.2 Conference with Legal Counsel Anticipated Litigation Pursuant to Government Code 54956.9, 54956.9(d)(2), and 4956.9(d)(4)

2.3 Pupil Personnel – Student Expulsion(s), Disciplinary Matter(s), and Other Confidential Student Matters Pursuant to Education Code 48900(c)

2.4 Negotiations – PFT, PSEA Unit I and Unit II, Management/Confidential, and Real Property Pursuant to Government Codes 54957.6, and 54956.8

2.5 Public Employee Discipline/Dismissal/Release/Reassignment/Resignation/Nonelection Pursuant to Government Codes 54954.5(e), and 54957
   a. Certificated Employee

2.6 Public Employee Appointment/Employment Pursuant to Government Code 54957
   a. Middle School Principal

   b. Superintendent’s Evaluation

3.0 RECONVENE / CALL TO ORDER AND PLEDGE OF ALLEGIANCE

3.1 Board President T.J. Zane reconvened the meeting in Public Session at 6:09 p.m. and led the salute to the flag.

3.2 Report Out of Closed Session

2.5-A: Clerk Sellers reported that in the matter of Public Employee Discipline/Dismissal/Release/Reassignment/Resignation/Nonelection, Certificated Employee, on a motion by Ms. O’Connor-Ratcliff and a second by Dr. Patel, and by roll call vote, the Board voted to approve and accept a resignation agreement with a certificated teacher, employee number 522-223, including continuation of extended sick leave,
placement on administrative leave with pay, a resignation effective October 31, 2018, and a release of all claims against the District. *Ayes: Zane, Patel, Sellers, Beatty, and O'Connor-Ratcliff. Motion carried unanimously, 5-0.*

2.6-A: Clerk Sellers reported that in the matter of Public Employee Appointment/Employment, Middle School Principal, on a motion by Dr. Patel and a second by Mrs. Beatty, the Board voted to hire Crystal Brownlee as Principal at Meadowbrook Middle School. *Ayes: Zane, Patel, Sellers, Beatty, and O'Connor-Ratcliff. Motion carried unanimously, 5-0.*

There was no other reportable action taken in closed session.

3.3 **Members in Attendance**
All Board members were in attendance.

3.4 **Welcome to Public**
Board President Zane welcomed the public and offered instructions on the procedure for addressing the Board for agenda items only.

4.0 **LEARNING SUPPORT SERVICES**

4.1 **Public Hearing of PUSD Local Control and Accountability Plan (LCAP) for 2018-2019 – First Reading**
Board President T.J. Zane opened a public hearing at 6:11 p.m. to hear any public comments on this item. Hearing three public comments, the public hearing was closed at 6:22 p.m. This item was presented as information only.

Public Comments:
- Mariah Baughn spoke about healthy school start times.
- Janet Lettang spoke regarding the LCAP salary/benefits budget and goals.
- Melissa Lazaro spoke on the LCAP analysis numbers, community forums, teacher training, and literacy for all children.

5.0 **BUSINESS SUPPORT SERVICES**

5.1 **Public Hearing of 2018-2019 Proposed Budget – First Reading**
Board President T.J. Zane opened a public hearing at 7:23 p.m. to hear any public comments on this item. Hearing one public comment, the public hearing was closed at 7:28 p.m. This item was presented as information only.

Public Comment:
- Melissa Lazaro spoke regarding the X-Ploration Program, goals, and training.

5.2 **Public Hearing of 2018-2019 Balances in Excess of Minimum Reserve Requirements – First Reading**
Board President T.J. Zane opened a public hearing at 7:55 p.m. to hear any public comments on this item. Hearing one public comment, the public hearing was closed at 7:59 p.m. This item was presented as information only.

Public Comment:
- Melissa Lazaro spoke regarding FTE, music, and special education funds.
6.0 TECHNOLOGY AND INNOVATION

6.1 Award a Contract for Request for Proposal (RFP) 2018-06B to Provide and Install Security Cameras at Various District Sites to Standard Electronics

Following discussion, on a motion by Ms. O’Connor-Ratcliff, and a second by Dr. Patel, the Board approved RFP 2018-06B to Standard Electronics as presented. *Ayes: Zane, Patel, Sellers, Beatty, and O’Connor-Ratcliff. Motion carried unanimously, 5-0.*

7.0 PERSONNEL SUPPORT SERVICES

7.1 Ratification of the Poway School Employees Association Unit I – Office, Technical, Business Services and Paraprofessional (PSEA) 2016-2019 Tentative Agreement

Following discussion, on a motion by Ms. O’Connor-Ratcliff, and a second by Dr. Patel, the Board approved the Ratification PSEA Unit I 2016-2019 Tentative Agreement as presented. *Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried, 3-2.*

7.2 Ratification of the Poway School Employees Association Unit II – Operations Support Services (PSEA) 2016-2019 Tentative Agreement

On a motion by Dr. Patel, and a second by Ms. O’Connor-Ratcliff, the Board approved Ratification PSEA Unit II 2016-2019 Tentative Agreement as presented. *Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried, 3-2.*

7.3 Compensation on the Salary Schedule for the Association of Poway School Managers (APSM), of 2.5% and a One-Time Payment of 3% Commensurate to all Other Bargaining Units

Following discussion, on a motion by Ms. O’Connor-Ratcliff, and a second by Dr. Patel, the Board approved the APSM Compensation Salary Schedule as presented. *Ayes: Zane, Patel, and O’Connor-Ratcliff. Noes: Sellers and Beatty. Motion carried, 3-2.*

8.0 REPORTS AND COMMENTS

8.1 Superintendent’s Report

The following updates on current issues and events were presented:

- Dr. Kim Phelps thanked the staff, students, parents, and Board Members for all their hard work in completing another successful year.
- Dr. Kim Phelps thanked Dr. Mel Robertson for over 30 years serving PUSD as she is pursuing an opportunity with Valley Center.

9.0 CLOSED SESSION

All Board Members reconvened in Closed Session at 8:40 p.m. to complete Closed Session discussion and adjourned at 10:10 p.m. with Board Members Zane, Patel, and O’Connor-Ratcliff present.

There was no reportable action taken.

10.0 ADJOURNMENT

The meeting was adjourned at 8:35 p.m.

____________________________________  ________________________________
T.J. Zane, President                        Charles Sellers, Clerk

____________________________________
Marian Kim Phelps, Secretary
TO: BOARD OF EDUCATION
FROM: Ron Little
Staff Support: Janay Greenlee

MEETING DATE: June 28, 2018
AGENDA ITEM: 5.2(a)

SUBJECT: APPROVAL/RATIFICATION OF CONTRACTUAL SERVICES REPORT NO. 11-2018

RECOMMENDATION:
Approve/Ratify the Contractual Services Report No. 11-2018.

DISCUSSION/PROGRAM:
The attached Contractual Services Report summarizes contracts in excess of $15,000 which have been submitted subsequent to the last Board meeting and for which Board approval/ratification is now being sought.

LEGAL REFERENCE: California Education Code Section 17604 and California Government Code Section 53060

FISCAL IMPACT: As noted on attached list

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
<table>
<thead>
<tr>
<th>Contract Effective Dates</th>
<th>Consultant/Supplier</th>
<th>Description of Service</th>
<th>School / Department Budget</th>
<th>Fee Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Advance Web Offset</td>
<td>Printing of Adult School Catalogs</td>
<td>General Fund 50% Restricted 50% Unrestricted</td>
<td>Original Amount: $27,300 Increase to $31,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Asbury Environmental Services</td>
<td>Hazardous waste removal districtwide</td>
<td>General Fund Unrestricted</td>
<td>Original amount: $35,000 Increase to: $40,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Balance and Hearing</td>
<td>Central Auditory Processing Disorder assessments (CAPD)</td>
<td>General Fund Restricted</td>
<td>Original amount: $15,000 Increase to $30,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>C. William Harper, O.D.</td>
<td>Vision assessments and therapy</td>
<td>General Fund Restricted</td>
<td>Original amount: $39,000 Increase to: $43,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>California Glass Enterprise, Inc.</td>
<td>Repairs to windows districtwide</td>
<td>General Fund Unrestricted</td>
<td>Original amount: $20,000 Increase to: $30,000</td>
</tr>
<tr>
<td>08-01-17 to 12-31-18</td>
<td>Construction Quality Assurance Group, LLC</td>
<td>Division of State Architect Inspector of Record Services for Verizon Bassmore project at Mt Carmel High School (to Be Reimbursed by Cell Company)</td>
<td>General Fund Unrestricted</td>
<td>Original Amount: $55,390 Increase to: $92,253</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>EBS Healthcare, Inc.</td>
<td>Speech and language therapy and psychology services</td>
<td>General Fund Restricted</td>
<td>Original amount: $605,051 Increase to: $644,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>New Bridge School</td>
<td>Tuition/Non-Public Schools</td>
<td>General Fund Restricted</td>
<td>Original amount: $124,415 Increase to: $125,309</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Mario Martinez</td>
<td>Repairs to musical instruments districtwide</td>
<td>General Fund Unrestricted</td>
<td>Original amount: $30,000 Increase to: $35,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Parkhouse Tire, Inc.</td>
<td>Change Order required for tires and related services to be supplied to the Transportation Department per terms and conditions of Bid 2015-04B</td>
<td>General Fund Unrestricted</td>
<td>Original amount: $190,000 Increase to: $219,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Protected Insurance Program for Schools</td>
<td>Workers' Compensation Insurance increase due to increased payroll</td>
<td>Self-Insurance Workers' Compensation Fund</td>
<td>Original Amount: $4,391,892 Increase to: $4,538,894</td>
</tr>
<tr>
<td>Contract Effective Dates</td>
<td>Consultant/ Supplier</td>
<td>Description of Service</td>
<td>School / Department Budget</td>
<td>Fee Not to Exceed</td>
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</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>San Diego County Speech Pathology Services</td>
<td>Speech and Language Therapy</td>
<td>General Fund Restricted</td>
<td>Original amount: $368,775 Increase to: $372,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>School Services of California, Inc.</td>
<td>Interest Based Problem Solving</td>
<td>General Fund Unrestricted</td>
<td>Original amount: $30,000 Increase to: $36,000</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Secure Transportation</td>
<td>Individual Special Education Student</td>
<td>General Fund Restricted</td>
<td>Original Amount: $10,000 Increase to: $28,450</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transportation – PO 27197</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Sierra Academy</td>
<td>NPS Tuition</td>
<td>General Fund Restricted</td>
<td>Original Amount: $137,253 Increase to $147,257</td>
</tr>
</tbody>
</table>

### 17-18 Contracts

<table>
<thead>
<tr>
<th>Contract Effective Dates</th>
<th>Consultant/ Supplier</th>
<th>Description of Service</th>
<th>School / Department Budget</th>
<th>Fee Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-05-18 to 06-30-18</td>
<td>C.I. Services, Inc.</td>
<td>Repair of duct work at Poway High School</td>
<td>General Fund Unrestricted</td>
<td>$44,982</td>
</tr>
<tr>
<td>05-08-18 to 06-30-18</td>
<td>Commercial Aquatic Services, Inc.</td>
<td>Remove and replace 22 underwater LED lights at Rancho Bernardo High School Pool</td>
<td>General Fund Unrestricted</td>
<td>$20,127</td>
</tr>
<tr>
<td>07-01-17 to 06-30-18</td>
<td>Edupoint Educational Systems</td>
<td>Maintenance renewal, year two for Synergy online registration portion, delayed billing</td>
<td>General Fund Unrestricted</td>
<td>$10,000</td>
</tr>
<tr>
<td>06-06-18 to 08-17-18</td>
<td>Johnson Flooring, Inc.</td>
<td>Sand, coat, and apply court markings and center court logo and lettering stain 3-point areas for gym at Del Norte High School</td>
<td>General Fund Unrestricted</td>
<td>$27,500</td>
</tr>
<tr>
<td>06-08-18 to 08-17-18</td>
<td>Knorr Systems, Inc.</td>
<td>Repair of filters and laterals for pool at Rancho Bernardo High School</td>
<td>General Fund Unrestricted</td>
<td>$20,956</td>
</tr>
<tr>
<td>05-15-18 to 06-30-18</td>
<td>Rivco Coatings, Inc.</td>
<td>Painting of doors, walls and window frames for 7 ESS locations</td>
<td>Other Enterprise Fund</td>
<td>$23,564</td>
</tr>
<tr>
<td>05-01-18 to 06-30-18</td>
<td>Therapeutic Approach to Growth (TAG)</td>
<td>Consultation Services</td>
<td>General Fund Restricted</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

### 18-19 Contracts

<table>
<thead>
<tr>
<th>Contract Effective Dates</th>
<th>Consultant/ Supplier</th>
<th>Description of Service</th>
<th>School / Department Budget</th>
<th>Fee Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>24 Hour Elevator</td>
<td>Extension for elevator monitoring, inspection, service, maintenance and repair districtwide per terms and conditions of Quote 2014-16Q</td>
<td>General Fund Unrestricted</td>
<td>$50,000</td>
</tr>
<tr>
<td>Contract Effective Dates</td>
<td>Consultant/Supplier</td>
<td>Description of Service</td>
<td>School / Department Budget</td>
<td>Fee Not to Exceed</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>24 Hour Fire Protection</td>
<td>Extension for Inspection, testing, maintenance, and certification of fire extinguishing systems and standpipe systems districtwide per terms and conditions of RFP 2016-02P</td>
<td>General Fund Unrestricted</td>
<td>$50,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Advanced Web Offset</td>
<td>Adult Ed. Catalog Printing</td>
<td>General Fund Unrestricted</td>
<td>$40,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Aetna</td>
<td>COBRA employee medical premiums (reimbursed by retirees)</td>
<td>Self-Insurance Employee Benefits Fund</td>
<td>$45,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Alignment Express of CA, Inc.</td>
<td>Services for alignment of District buses</td>
<td>General Fund Unrestricted</td>
<td>$40,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>All American Plastic &amp; Packaging</td>
<td>Paper and Plastic Products Bid No. 2016-02B</td>
<td>Cafeteria Fund</td>
<td>$83,308</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Artiano, Shinoff &amp; Holtz, A.P.C.</td>
<td>Legal services for Risk Management as required to close ongoing cases</td>
<td>General Fund Unrestricted</td>
<td>$10,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Asbury Environmental Services</td>
<td>Hazardous waste removal districtwide</td>
<td>General Fund Unrestricted</td>
<td>$35,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>AT&amp;T</td>
<td>Firewall protection Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$47,760</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Atkinson, Andelson, Loya, Ruud &amp; Romo</td>
<td>Legal services for Personnel Support Services, Learning Support Services, Business Support Services, and Superintendent’s Office as required</td>
<td>General Fund Unrestricted</td>
<td>$350,000</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>AVID</td>
<td>College Readiness Membership for eleven school sites</td>
<td>General Fund Unrestricted</td>
<td>$44,699</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Best Best &amp; Krieger LLP</td>
<td>Legal services as required</td>
<td>General Fund Unrestricted</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Blackboard Inc.</td>
<td>Extension of the District’s Connect 5 Mass Communication System for students and parents per terms and conditions of Bid 2015-05B</td>
<td>General Fund Unrestricted</td>
<td>$48,700</td>
</tr>
<tr>
<td>Contract Effective Dates</td>
<td>Consultant/Supplier</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Blackboard Inc.</td>
<td>Extension of the District mobile application to support mobile operating systems and platforms per terms and conditions of Bid 2015-08B</td>
<td>General Fund Unrestricted</td>
<td>$21,650</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Burlington English</td>
<td>Software License Renewal</td>
<td>General Fund Unrestricted</td>
<td>$31,680</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Business Copier Solutions</td>
<td>Maintenance and Supplies for Toshiba Copiers Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$30,600</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>California Department of Industrial Relations</td>
<td>Assessment for the annual workers' compensation program</td>
<td>General Fund Unrestricted</td>
<td>$80,500</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>California Glass Enterprise, Inc.</td>
<td>Repairs to windows Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$25,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>California School Board Association (CSBA)</td>
<td>Standard membership and Education Legal Alliance Membership dues and GAMUT online Board Policy subscription</td>
<td>General Fund Unrestricted</td>
<td>$29,005</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>California State Dept. of Justice</td>
<td>Services for fingerprinting clearance districtwide</td>
<td>General Fund Unrestricted</td>
<td>$57,500</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>California Tax Data</td>
<td>Annual Subscription Fee for public access website containing Property Tax information and to comply with Government Code Section 53343.2.</td>
<td>Community Facilities District Funds</td>
<td>$20,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Canvas by Instructure</td>
<td>Canvas (MyConnect) software Learning Management System and premium support, (year 2 payment of a three-year contract)</td>
<td>General Fund Unrestricted</td>
<td>$240,318</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>City of Poway</td>
<td>District’s portion of cost sharing for the Poway Performing Art Center</td>
<td>General Fund Unrestricted</td>
<td>$175,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Claim Retention Services</td>
<td>Extension for third party property and liability claims administration fee</td>
<td>Self-Insurance Fund</td>
<td>$39,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Community Action Partnership of San Luis Obispo County, Inc.</td>
<td>Use of Midland Elementary School for Head Start Preschool Program (rental income)</td>
<td>General Fund Unrestricted</td>
<td>$39,900</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Compressor Design and Services</td>
<td>Maintenance service/repairs for compressed natural gas compressors</td>
<td>General Fund Unrestricted</td>
<td>$30,000</td>
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</tbody>
</table>
## POWAY UNIFIED SCHOOL DISTRICT

### CONTRACTUAL SERVICES REPORT NO. 11-2018

**DATE:** June 28, 2018

<table>
<thead>
<tr>
<th>Contract Effective Dates</th>
<th>Consultant/Supplier</th>
<th>Description of Service</th>
<th>School / Department Budget</th>
<th>Fee Not to Exceed</th>
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</thead>
<tbody>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Continuant Managed Services</td>
<td>Renewal maintenance and licensing support for voice network shelf switch support for MCHS, OVMS, RBHS and TPC.</td>
<td>General Fund Unrestricted</td>
<td>$16,785</td>
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<td>07-01-18 to 06-30-19</td>
<td>Copy Link</td>
<td>Maintenance and Supplies for Sharp Copiers Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$22,650</td>
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<td>07-01-18 to 06-30-19</td>
<td>County of San Diego Regional Communications System</td>
<td>Monthly operational charges for communication system &amp; maintenance districtwide</td>
<td>General Fund Unrestricted</td>
<td>$95,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>Dehart Backflow</td>
<td>Testing, certification, and repair of backflow preventer equipment per terms and conditions of RFP 2016-04P</td>
<td>General Fund Unrestricted</td>
<td>$50,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Dell Secure Works</td>
<td>Secure Firewall Protection, Vulnerability Scanning, Licensing and Maintenance (yr. 2 of 3 Bid)</td>
<td>General Fund Unrestricted</td>
<td>$39,960</td>
</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Devaney Pate Morris &amp; Cameron</td>
<td>Legal services for Risk Management as required</td>
<td>General Fund Unrestricted</td>
<td>$15,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Discovery Education</td>
<td>Discovery Education Plus streaming licenses for thirty-two K-8 schools, six high schools, and the New Directions Independent Study Program</td>
<td>General Fund Unrestricted</td>
<td>$102,050</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Diversified Business Solutions</td>
<td>Maintenance and Supplies for Toshiba Copiers Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$68,705</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>EBSCO Publishing</td>
<td>Online library subscription for 38 sites, including EBook high school, middle school and elementary school collections</td>
<td>General Fund Unrestricted</td>
<td>$37,970</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Edgenuity (Compass Learning, Inc.)</td>
<td>Odyssey Continuation licensing and support</td>
<td>General Fund Unrestricted</td>
<td>$33,600</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Edgenuity</td>
<td>Online Learning System for PHS, Poway Adult School, New Directions Bid 2014-01B</td>
<td>General Fund Unrestricted</td>
<td>$28,250</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Edupoint Educational Systems</td>
<td>Renewal for software, maintenance and licensing for the Synergy student information system, including online registration, year three</td>
<td>General Fund Unrestricted</td>
<td>$199,924</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Follett School Solutions, Inc.</td>
<td>Software and support to include licenses and subscriptions</td>
<td>General Fund Unrestricted</td>
<td>$48,650</td>
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<tr>
<td>Contract Effective Dates</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Food Safety Systems</td>
<td>Food Safety and Sanitation Services Districtwide RFP No. 2016-05P</td>
<td>Cafeteria Fund</td>
<td>$90,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Frontline Technologies</td>
<td>Licensing for Substitute System hardware, software support, and upgrades</td>
<td>General Fund Unrestricted</td>
<td>$20,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Gale Cengage Learning</td>
<td>Library subscription renewal for twelve sites</td>
<td>General Fund Unrestricted</td>
<td>$51,547</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Hanover Research</td>
<td>Consultant Services for Evaluation of Educational Data to Support Student Achievement Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$37,525</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Harsch Investment Properties, LLC</td>
<td>Lease Payment for Facility and Monthly Maintenance Fees for Common Area</td>
<td>Cafeteria Fund</td>
<td>$238,264</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Heartland School Solutions</td>
<td>Management Information System Support RFP No. 2012-08P</td>
<td>Cafeteria Fund</td>
<td>$31,778</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Hollandia Dairy</td>
<td>Dairy Products Districtwide RFP No. 2017-08P</td>
<td>Cafeteria Fund</td>
<td>$728,663</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Honeywell</td>
<td>Solar Power through a power purchase agreement w/ Honeywell</td>
<td>General Fund Unrestricted</td>
<td>$214,200</td>
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<td>07-01-18 to 06-30-19</td>
<td>Kyocera Document Solutions</td>
<td>Maintenance and Supplies for Riso Duplicating Machines Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$105,400</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>JAMF Software, LLC</td>
<td>Software maintenance and licensing plus Jumpstart MacOS training and server setup</td>
<td>General Fund Unrestricted</td>
<td>$15,909</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>J&amp;S Asphalt</td>
<td>Extension for asphalt seal-coat and stripping districtwide, per terms and conditions of Bid 2016-10B</td>
<td>General Fund Unrestricted</td>
<td>$500,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Johnson Controls Fire Protection LP</td>
<td>Extension for fire alarm testing and inspection districtwide per terms and conditions of Bid 2014-03B (final year)</td>
<td>General Fund Unrestricted</td>
<td>$114,200</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Jon J. Security Services</td>
<td>Security services for various activities districtwide</td>
<td>General Fund Unrestricted</td>
<td>$45,600</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Kaiser Foundation Health Plan, Inc.</td>
<td>COBRA employee medical premiums (reimbursed by retirees)</td>
<td>Self-Insurance Fund</td>
<td>$30,000</td>
</tr>
<tr>
<td>Contract Effective Dates</td>
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</tr>
<tr>
<td>07-01-18 to 06-30-19</td>
<td>Keenan &amp; Associates</td>
<td>Workers’ compensation claim administration fee</td>
<td>General Fund Unrestricted</td>
<td>$13,500</td>
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<td>07-01-18 to 06-30-19</td>
<td>Keenan &amp; Associates</td>
<td>Consulting services for Insurance Benefits for the District</td>
<td>General Fund Unrestricted</td>
<td>$62,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>LDP Associates, Inc.</td>
<td>Maintenance service and repair on HVAC system in District Office Network Operating Center</td>
<td>General Fund Unrestricted</td>
<td>$33,090</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Leal &amp; Trejo, APC</td>
<td>Legal services as required</td>
<td>General Fund Unrestricted</td>
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<td>07-01-18 to 06-30-19</td>
<td>McKinley Elevator Corporation</td>
<td>Inspection, maintenance, and repair to wheelchair lifts districtwide</td>
<td>General Fund Unrestricted</td>
<td>$25,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Medical Eye Services</td>
<td>Self-Insured Vision Plan – claim payments</td>
<td>Self-Insurance Fund $360,000</td>
<td>$360,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Metro Fire &amp; Safety, Inc.</td>
<td>Extension for kitchen fire suppression system inspection and certification districtwide per terms and conditions of RFP 2013-06P</td>
<td>General Fund Unrestricted</td>
<td>$25,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Metro Fire &amp; Safety, Inc.</td>
<td>Extension for inspection, testing, and maintenance of portable fire extinguishers districtwide per terms and conditions of RFP 2015-02P</td>
<td>General Fund Unrestricted</td>
<td>$25,000</td>
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<tr>
<td>08-01-18 to 06-30-19</td>
<td>Mission on the Edge</td>
<td>Before and After School Education &amp; Safety (ASES) program at Valley Elementary School (Grant Funded)</td>
<td>General Fund Restricted $95,400</td>
<td>$95,400</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Mobile Air &amp; Kegerated Manufacturing</td>
<td>Maintenance services for air conditioning of school buses</td>
<td>General Fund Unrestricted</td>
<td>$70,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Mobile Truck Detailing</td>
<td>Washing and detailing of buses and trucks for the Transportation Department</td>
<td>General Fund Unrestricted</td>
<td>$75,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>NEARPOD Future Ready</td>
<td>Annual software license for Digital Citizenship software</td>
<td>General Fund Unrestricted</td>
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<td>07-01-18 to 06-30-19</td>
<td>Northwest Evaluation Association</td>
<td>Software License for MAP Testing Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$138,223</td>
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<td>07-01-18 to 06-30-19</td>
<td>OptumRx, Inc.</td>
<td>Claim payments for the Self-Insured Pharmacy Plan</td>
<td>Self-Insurance Fund $5,500,000</td>
<td>$5,500,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Overdrive</td>
<td>Districtwide School Digital Library Service ($7,500 grades K-8; $7,500 grades 9-12)(Year 2 of 6)</td>
<td>General Fund Unrestricted</td>
<td>$15,000</td>
</tr>
<tr>
<td>Contract Effective Dates</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>P&amp;R Paper Supply</td>
<td>Paper and Plastic Products Districtwide Bid No. 2016-02B</td>
<td>Cafeteria Fund</td>
<td>$152,957</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Parkhouse Tire, Inc.</td>
<td>Renewal for tires and related services to be supplied to the Transportation Department per terms and conditions of Bid 2015-04B</td>
<td>General Fund</td>
<td>$190,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>PCM-G</td>
<td>Maintenance and technical support for Trend Micro NeatSuite Advanced anti-virus</td>
<td>General Fund</td>
<td>$86,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>Project Lead the Way</td>
<td>Program Participation Fees (Gateway) – Multiples Schools</td>
<td>General Fund</td>
<td>$33,500</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Protected Insurance Programs for Schools</td>
<td>Workers’ Compensation Program contribution</td>
<td>Self-Insurance Fund</td>
<td>$4,500,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>PSAT/NMSQT College Readiness Program</td>
<td>Test scoring for 10th grade students ($16.00 per test)</td>
<td>General Fund</td>
<td>$44,500</td>
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<tr>
<td>07-01-18 to 12-31-18</td>
<td>Republic Services of SD</td>
<td>Trash/recycling collection services districtwide</td>
<td>General Fund</td>
<td>$225,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>Ricoh, USA</td>
<td>Maintenance and supplies for copiers in the Publications Department</td>
<td>General Fund</td>
<td>$46,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>San Diego County Office of Education</td>
<td>North County Professional Development Federation Annual Membership for Professional Learning Opportunities</td>
<td>General Fund</td>
<td>$31,920</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>San Diego County Risk Management JPA FBC</td>
<td>Employee Assistance Service for Education (EASE) Program for the District</td>
<td>Self-Insurance Fund</td>
<td>$35,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>San Diego County Risk Management JPA FBC</td>
<td>Drug testing and pre-placement physical program for the District</td>
<td>Self-Insurance Fund</td>
<td>$120,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>San Diego County School Districts</td>
<td>Sharing of student transportation services throughout San Diego County as needed (income)</td>
<td>General Fund</td>
<td>Per trip at District’s billing rate</td>
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<td>07-01-18 to 06-30-19</td>
<td>San Diego Livescan</td>
<td>Fingerprint rolling services districtwide</td>
<td>General Fund</td>
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<td>07-01-18 to 06-30-19</td>
<td>Sanako, Inc.</td>
<td>Software upgrade, maintenance, and support for language labs at Del Norte, Mt. Carmel, Poway, Rancho Bernardo and Westview High Schools</td>
<td>General Fund</td>
<td>$21,520</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>School Services of California, Inc.</td>
<td>Fiscal and Management Information Services</td>
<td>General Fund</td>
<td>$3,660</td>
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<td>07-01-18 to 06-30-19</td>
<td>School Services of California, Inc.</td>
<td>Interest-Based Problem Solving</td>
<td>General Fund</td>
<td>$30,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Secure Transportation</td>
<td>Individual Special Education Student Transportation</td>
<td>General Fund Restricted</td>
<td>$45,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>SOS Entertainment</td>
<td>DJ and lighting services for various activities districtwide (ASB reimbursement)</td>
<td>General Fund Unrestricted</td>
<td>$150,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>Southern California Relief</td>
<td>Property &amp; liability program contribution</td>
<td>Self-Insurance Fund</td>
<td>$2,005,109</td>
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<td>07-01-18 to 06-30-19</td>
<td>Southwood Pest Control, Inc.</td>
<td>Extension for pest control services districtwide per terms and conditions of RFP 2015-08P</td>
<td>General Fund Unrestricted</td>
<td>$30,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Stanley Steemer</td>
<td>Cleaning of carpet and upholstery districtwide per terms and conditions of Bid 2017-01B</td>
<td>General Fund Unrestricted</td>
<td>$100,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Stoneware, Inc.</td>
<td>Renewal for upgrade protection and annual maintenance support for MyPLAN application</td>
<td>General Fund Unrestricted</td>
<td>$21,000</td>
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<td>07-01-18 to 06-30-19</td>
<td>Tencer Sherman LLP</td>
<td>Southern CA Relief (SCR) approved attorney services for claims relating to the SCR Program</td>
<td>General Fund Unrestricted</td>
<td>$45,000</td>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>Toshiba Business Solution</td>
<td>Maintenance and Supplies for Riso Duplicating Machines Districtwide</td>
<td>General Fund Unrestricted</td>
<td>$40,680</td>
</tr>
<tr>
<td>12-14-18 to 12-13-19</td>
<td>Transfinder Corporation</td>
<td>Annual software licenses/technical support for Transportation Dept.</td>
<td>General Fund Unrestricted</td>
<td>$22,640</td>
</tr>
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<td>07-01-18 to 06-30-19</td>
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<td>Turnitin software program for plagiarism</td>
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<td>07-01-18 to 06-30-19</td>
<td>United Storm Water, Inc.</td>
<td>Extension for services for annual maintenance to storm water systems at various sites per terms and conditions of RFP 2014-06P</td>
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<td>07-01-18 to 06-30-19</td>
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<td>Cell phone air time charges districtwide</td>
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<td>07-01-18 to 06-30-19</td>
<td>Vology</td>
<td>VMware maintenance and support of Data Center and server infrastructures</td>
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<td>07-01-18 to 06-30-19</td>
<td>Walsh &amp; Associates, APC</td>
<td>Southern California Relief approved Attorney services for claims relating to the Southern California Relief Program</td>
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<td>07-01-18 to 06-30-19</td>
<td>Waterline Technologies</td>
<td>Extension for bulk pool chemicals to be supplied to all high school pools per terms and conditions of Bid 2016-038</td>
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<td>07-01-18 to 06-30-19</td>
<td>Western Flooring</td>
<td>Wood floor refinishing districtwide</td>
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### POWAY UNIFIED SCHOOL DISTRICT

#### CONTRACTUAL SERVICES REPORT NO. 11-2018

**DATE:** June 28, 2018

<table>
<thead>
<tr>
<th>Contract Effective Dates</th>
<th>Consultant/ Supplier</th>
<th>Description of Service</th>
<th>School / Department Budget</th>
<th>Fee Not to Exceed</th>
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<tr>
<td>07-01-18 to 06-30-19</td>
<td>WeVideo for Schools</td>
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<td>Rental fees for Extended Student Services and Preschool portable leased buildings</td>
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<td>07-01-18 to 06-30-19</td>
<td>Winet, Patrick &amp; Weaver</td>
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<td>07-01-18 to 06-30-19</td>
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<td>Annual GPS service for air-time and inspection on district vehicles</td>
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#### 18-19 Contracts - Special Education

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<td>07-01-18 to 06-30-19</td>
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<td>07-01-18 to 06-30-19</td>
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<td>07-01-18 to 06-30-19</td>
<td>Haynes Family Business Programs dba STAR Academy</td>
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<tr>
<td>Contract Effective Dates</td>
<td>Consultant/Supplier</td>
<td>Description of Service</td>
<td>School / Department Budget</td>
<td>Fee Not to Exceed</td>
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<td>07-01-18 to 06-30-19</td>
<td>San Joaquin County Office of Education</td>
<td>Extension for Individualized Education Program (IEP) Data System Special Education Information System (SEIS)</td>
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<td>TERI, Inc.- Country School &amp; Learning Academy</td>
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<td>The Community School of San Diego/Community High School of San Diego</td>
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<td>07-01-18 to 06-30-19</td>
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<td>Educational Consultations</td>
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<td>07-01-18 to 06-30-19</td>
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<td>Winston School</td>
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TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Janay Greenlee

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.2(b)

SUBJECT: RATIFICATION OF DISTRICT PURCHASE ORDERS, REVOLVING CASH FUND EXPENDITURES, AND PURCHASE CARD TRANSACTIONS

RECOMMENDATION:
Ratify District purchase orders, revolving cash fund expenditures, and purchase card transactions.

DISCUSSION/PROGRAM:
The purchase order listing for the District’s purchases during the period May 1 through May 31 is attached. The purchase order report itemizes all purchases above $5,000. This report is sorted by fund. A legend describing the fund and location numbers appears at the end of the report. The dollar amount of all purchases under $5,000 is included in the summary purchase order total, along with the total of those itemized in the report. We are requesting that these purchases be ratified.

All contracts which exceed $15,000 are submitted and described for approval/ratification in a separate item 5.2(a) on this agenda.

LEGAL REFERENCE: N/A

FISCAL IMPACT: As noted in attachments

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
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<th>Line</th>
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<th>Fund</th>
<th>Op. #</th>
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<td>0100</td>
<td>324</td>
<td>Consultants, Non-Instructional</td>
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<td>35</td>
<td>0000030833</td>
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<td>36</td>
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<td>L.E.D. Marquee</td>
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<td>42</td>
<td>0000030887</td>
<td>5/25/2018</td>
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<td>329</td>
<td>Online Subscrip/Lic/Maint Agr</td>
<td>$32,000.00</td>
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<tr>
<td>43</td>
<td>0000030888</td>
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<td>0100</td>
<td>030</td>
<td>Benches</td>
<td>$20,058.69</td>
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<td>44</td>
<td>0000030893</td>
<td>5/31/2018</td>
<td>0100</td>
<td>302</td>
<td>Staff Professional Development</td>
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</tr>
</tbody>
</table>

**TOTAL FUND 0100** $1,187,564.86

**TOTAL FUND 1100** $21,017.81

**TOTAL FUND 1400** $457,796.00

**TOTAL FUND 4000** $1,412,870.43

**TOTAL FUND 6300** $50,807.02

**TOTAL FUND 6716** $12,265.20

**TOTAL FUND 6730** $6,875.86

**TOTAL FUND 0576** $248,840.33
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Total POs Over $5,000</th>
<th>Total Purchase Orders</th>
<th>Total Purchase Card Transactions</th>
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<td>779</td>
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<td>$</td>
<td>$</td>
<td>$</td>
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<td></td>
<td>Total Revolving Cash Expenditures</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
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Legend:
- 005 Poway High
- 007 Rancho Bernardo High
- 008 Del Norte High
- 009 Westview High
- 011 Bernardo Heights Middle
- 030 Twin Peaks Middle
- 037 Oak Valley Middle
- 039 Design 39 Campus
- 055 Rolling Hills Elementary
- 072 Stone Ranch Elementary
- 095 Westwood Elementary
- 222 Personnel
- 302 Career Tech./Adult Education
- 321 LSS/De Clercq
- 324 Special Education
- 329 Information Technology
- 333 LSS/Robertson
- 340 ESS/Scholl
- 613 Technology and Innovation
- 619 Maintenance and Operations
- 910 PUSD/Warehouse
<table>
<thead>
<tr>
<th>Line No.</th>
<th>PO No.</th>
<th>PO Date</th>
<th>Fund</th>
<th>Supplier</th>
<th>Op. #</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0000030903</td>
<td>6/1/2018</td>
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<td>New Bridge School</td>
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<td>Settlement Expense</td>
<td>$ 9,983.00</td>
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<tr>
<td>2</td>
<td>0000030910</td>
<td>6/4/2018</td>
<td>0100</td>
<td>Wilkinson Hadley King and Co., LLP</td>
<td>612</td>
<td>Audit Expense</td>
<td>$ 28,750.00</td>
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<tr>
<td>3</td>
<td>0000030924</td>
<td>6/5/2018</td>
<td>0100</td>
<td>Kindness General Contractors, LLC</td>
<td>009</td>
<td>Contracted Repairs</td>
<td>$ 9,169.00</td>
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<tr>
<td>4</td>
<td>0000030932</td>
<td>6/6/2018</td>
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<td>Apple Computer, Inc.</td>
<td>090</td>
<td>Technology Equipment</td>
<td>$ 19,307.10</td>
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<tr>
<td>5</td>
<td>0000030934</td>
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<td>Technology Equipment</td>
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<td>6</td>
<td>0000030948</td>
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<td>Standard Electronics</td>
<td>329</td>
<td>Equipment Replacement</td>
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<td>7</td>
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<td>Datel Systems, Inc.</td>
<td>329</td>
<td>Wireless Access Point</td>
<td>$ 153,902.00</td>
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<td>8</td>
<td>0000030962</td>
<td>6/8/2018</td>
<td>0100</td>
<td>Arey Jones Business Systems</td>
<td>329</td>
<td>Computer Modernization</td>
<td>$ 8,037.00</td>
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<tr>
<td>9</td>
<td>0000030966</td>
<td>6/12/2018</td>
<td>0100</td>
<td>C.I. Services, Inc.</td>
<td>619</td>
<td>Contracted Repairs</td>
<td>$ 44,982.00</td>
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<tr>
<td>10</td>
<td>0000030984</td>
<td>6/15/2018</td>
<td>0100</td>
<td>Keenan and Associates</td>
<td>222</td>
<td>Loss Control Services Agreement</td>
<td>$ 14,500.00</td>
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<tr>
<td>11</td>
<td>0000030997</td>
<td>6/14/2018</td>
<td>0100</td>
<td>San Diego Center for Children Academy</td>
<td>324</td>
<td>Non-Public School Services</td>
<td>$ 6,626.88</td>
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<tr>
<td>12</td>
<td>0000030998</td>
<td>6/14/2018</td>
<td>0100</td>
<td>San Diego Center for Children Academy</td>
<td>324</td>
<td>Non-Public School Services</td>
<td>$ 7,569.83</td>
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<td>13</td>
<td>0000031009</td>
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<td>Knorr Pool Systems, Inc.</td>
<td>007</td>
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<td>14</td>
<td>0000031019</td>
<td>6/14/2018</td>
<td>0100</td>
<td>OAH 2018020405</td>
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<td>15</td>
<td>0000031022</td>
<td>6/14/2018</td>
<td>0100</td>
<td>SA San Diego County of Education</td>
<td>222</td>
<td>Professional Development</td>
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</tr>
<tr>
<td>16</td>
<td>0000031024</td>
<td>6/15/2018</td>
<td>0100</td>
<td>Specialty Flooring, Inc.</td>
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<td>Contracted Repairs</td>
<td>$ 43,196.00</td>
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**GENERAL FUND**

<table>
<thead>
<tr>
<th>PO No.</th>
<th>Date</th>
<th>Fund</th>
<th>Supplier</th>
<th>Op. #</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1100</td>
<td>Heying and Associates</td>
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<td>Media Services</td>
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</table>

**ADULT EDUCATION FUND**

<table>
<thead>
<tr>
<th>PO No.</th>
<th>Date</th>
<th>Fund</th>
<th>Supplier</th>
<th>Op. #</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
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<td>6/15/2018</td>
<td>1400</td>
<td>SD County Superintendent of Schools</td>
<td>060</td>
<td>Joint Powers Agreement</td>
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**DEFERRED MAINTENANCE FUND**

<table>
<thead>
<tr>
<th>PO No.</th>
<th>Date</th>
<th>Fund</th>
<th>Supplier</th>
<th>Op. #</th>
<th>Description</th>
<th>Total</th>
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<tbody>
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<td>19</td>
<td>0000030901</td>
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<td>Weatherproofing Technologies, Inc.</td>
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<td>Roofing Material</td>
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<td>Premier Roofing CA, Inc.</td>
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<td>Roofing Improvement</td>
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<td>KYA Services, LLC</td>
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<td>KYA Services, LLC</td>
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<td>6/14/2018</td>
<td>4000</td>
<td>Simco Mechanical, Inc.</td>
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<td>Upgrade HVAC System</td>
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</table>

**SPECIAL RESERVES/CAPITAL PROJECTS**

<table>
<thead>
<tr>
<th>PO No.</th>
<th>Date</th>
<th>Fund</th>
<th>Supplier</th>
<th>Op. #</th>
<th>Description</th>
<th>Total</th>
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<tr>
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<td>6300</td>
<td>Rivco Coatings, Inc.</td>
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**OTHER ENTERPRISE FUND**

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<thead>
<tr>
<th>PO No.</th>
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<th>Fund</th>
<th>Supplier</th>
<th>Op. #</th>
<th>Description</th>
<th>Total</th>
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**Total POs Over $5,000**

<table>
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<td>Total Purchase Orders</td>
<td>$ 4,402,940.04</td>
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<td>Total Purchase Card Transactions</td>
<td>$ 4,467,657.02</td>
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<td>Total Revolving Cash Expenditures</td>
<td>$ 62,396.00</td>
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</table>

**Legend:**
- 006 Mt. Carmel High
- 007 Rancho Bernardo High
- 009 Westview High
- 020 Meadowbrook Middle
- 047 Highland Ranch Elementary
- 055 Rolling Hills Elementary
- 060 Midland Elementary
- 067 Morning Creek Elementary
- 075 Chaparral Elementary
- 082 Creekside Elementary
- 090 Valley Elementary
- 098 Park Village Elementary
- 222 Personnel
- 302 Career Tech./Adult Education
- 324 Special Education
- 329 Information Technology
- 612 Finance
- 619 Maintenance and Operations
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Joy Ramiro

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.2(c)

SUBJECT: APPROVAL OF 2018-2019 BALANCES IN EXCESS OF MINIMUM RESERVE REQUIREMENTS

RECOMMENDATION:

Approve the 2018-2019 balance in excess of minimum reserve requirement.

DISCUSSION/PROGRAM:

The 2018-2019 Balance in Excess of Minimum Reserve Requirements was presented at a public hearing and as a first reading to the Board of Education at the June 5, 2018, Board meeting. It is being presented tonight for approval by the Board of Education.

LEGAL REFERENCE: SB 858(Chapter 32/2014)
Education Code Sections 33128 and 42127

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties.

<table>
<thead>
<tr>
<th>Form</th>
<th>Fund</th>
<th>Description of Need</th>
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</thead>
<tbody>
<tr>
<td>01</td>
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<td>Set aside for Revolving Cash and Stores Inventory</td>
</tr>
<tr>
<td>01</td>
<td>General Fund</td>
<td>Set aside for Restricted Categorical Programs</td>
</tr>
<tr>
<td>01</td>
<td>General Fund</td>
<td>Set aside for Sites Carryingover</td>
</tr>
<tr>
<td>01</td>
<td>General Fund</td>
<td>Set aside for Textbook Adoptions</td>
</tr>
<tr>
<td>01</td>
<td>General Fund</td>
<td>Set aside for Language Acquisition Program</td>
</tr>
<tr>
<td>01</td>
<td>General Fund</td>
<td>Set aside for Technology and Innovation Services &amp; Program</td>
</tr>
<tr>
<td>01</td>
<td>General Fund</td>
<td>Set aside Fund Balance, 8.31% of Total General Fund Expenditures (see details attached)</td>
</tr>
<tr>
<td>17</td>
<td>Special Reserve Fund for Other Than Capital Outlay Projects</td>
<td>Set aside to Support and Enhance Districtwide Technology Infrastructure (PUSD Administrative Procedure 6.28.1)</td>
</tr>
</tbody>
</table>

Total of Substantiated Needs $45,494,923

Remaining Unsubstantiated Balance $0

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.
Poway Unified School District  
2018-19 Budget Attachment  
Set aside Fund Balances in Excess of Minimum Reserve Requirements  
Combined General Fund

<table>
<thead>
<tr>
<th>Unassigned Ending Balance</th>
<th>One-time</th>
<th>Ongoing</th>
<th>Total</th>
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<td></td>
<td>$32,710,977</td>
<td>$-</td>
<td>$32,710,977</td>
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</tbody>
</table>

Reserve for Deficit Reduction  
(8.31% of Total General Fund Expenditures) 

| Reserve for Deficit Reduction | 32,710,977 | 32,710,977 |

Total set aside Fund Balance  

| Total set aside Fund Balance | $- | $32,710,977 | $32,710,977 |
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Janay Greenlee

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.2(d)

SUBJECT: AUTHORIZATION TO SELL AND/OR DISPOSE OF OBSOLETE AND SURPLUS ITEMS FOR THE 2018-2019 SCHOOL YEAR

RECOMMENDATION:

Authorize to sell and/or dispose of obsolete and surplus items on the general list, as described in Exhibit A, for the 2018-2019 school year.

DISCUSSION/PROGRAM:

Under the provisions of California Education Code Section 17545, “The governing board may sell for cash any personal property of the District which is not required for school purposes, or if it should be disposed of for replacement, or if it is unsatisfactory or not suitable for school use.”

In 2017-2018, the District generated $19,186.

LEGAL REFERENCE: California Education Code Sections 17540-17542 and 17545-17548

FISCAL IMPACT: An undetermined amount to be realized from the auction of District property will be deposited in the District's General Fund

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O'Connors-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
EXHIBIT A

POWAY UNIFIED SCHOOL DISTRICT

TO SELL AND/OR DISPOSE OF OBSOLETE AND SURPLUS ITEMS FOR THE 2018-2019 SCHOOL YEAR

GENERAL LIST

Appliances
Art Equipment
Athletic Equipment
Audio/Visual Equipment
Band Equipment
Classroom/Office Supplies
Computer Hardware
Custodial Equipment
Electric Carts
Electronic Equipment
Furniture – Classroom/Library/Office
Grounds Equipment
Health Equipment/Supplies
Instructional Equipment
Instructional Materials/Obsolete Textbooks
Kitchen Equipment/Supplies
Library Furniture/Equipment
Relocatable Buildings
Science Equipment
Shop Equipment
Special Education Equipment
Vehicles
TO: BOARD OF EDUCATION                      MEETING DATE: June 28, 2018
FROM: Ron Little                      AGENDA ITEM: 5.2(e)
Staff Support: Janay Greenlee/Chad Koster

SUBJECT: AWARD CONTRACTS FOR BID NO. 2018-09B REMOVE AND REPLACE FLOORING AT VARIOUS SITES TO DFS FLOORING AND PROGRESSIVE CARPET AND DESIGN, INC.

RECOMMENDATION:

Award contracts for Bid No. 2018-09B for removal and installation of flooring at various sites to DFS Flooring and to Progressive Carpet and Design, Inc.

DISCUSSION/PROGRAM:

The sites listed below are in need of flooring replacements due to carpet bubbling and seam raveling. The projects include removal and disposal of the existing flooring and replacing all broadloom carpet in classrooms as needed and replacing all entry carpet tiles at Del Sur Elementary; replacing the carpet in the library and selected classrooms at Garden Road Elementary School; replacing resilient flooring in the office and staff work area and selected classrooms at Highland Ranch Elementary School; replacing carpet in classrooms B, C, F, H, R, at Mount Carmel High School; replacing carpet in the MPR with resilient flooring at Park Village Elementary School; and replacing carpet in the MPR and replacing resilient flooring in the art room at Rancho Bernardo High School.

The bid was structured to award to lowest responsible bidder by site. Projects are scheduled to begin upon award and be completed just before school starts in August. The contract recommendation includes to award a contract for four sites to DFS Flooring for a total amount of $250,550 and to Progressive Carpet and Design, Inc. for $432,960.

LEGAL REFERENCE: Public contract Code 20111

FISCAL IMPACT: $683,510 from General Fund

MOVED BY: _______________________________ SECONDED BY: _______________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
POWAY UNIFIED SCHOOL DISTRICT

BID SUMMARY – BID NO. 2018-09B
REMOVE AND REPLACE FLOORING AT VARIOUS SITES

This bid summary is prepared for the Board Meeting of June 28, 2018

<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>BID AMOUNT Site: DSES</th>
<th>BID AMOUNT Site: GRES</th>
<th>BID AMOUNT Site: HRES</th>
<th>BID AMOUNT Site: PVES</th>
<th>BID AMOUNT Site: MCHS</th>
<th>BID AMOUNT Site: RBHS</th>
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</thead>
<tbody>
<tr>
<td>DFS Flooring</td>
<td>$329,500</td>
<td>$46,250</td>
<td>$75,800</td>
<td>$127,500</td>
<td>$84,000</td>
<td>$44,500</td>
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<tr>
<td>Progressive Carpet &amp; Design, Inc</td>
<td><strong>$317,300</strong></td>
<td>$48,750</td>
<td>$79,300</td>
<td><strong>$115,660</strong></td>
<td>$88,700</td>
<td>$47,000</td>
</tr>
</tbody>
</table>

Recommend contracts be awarded as shown above.

Notice Inviting Bids was publicly posted, two contractors attended the job walk; two contractors submitted a bid.

DSF Flooring
Progressive Carpet & Design, Inc
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Ron Little  AGENDA ITEM: 5.2(f)
Staff Support: Janay Greenlee/Chad Koster

SUBJECT: AWARD CONTRACTS FOR BID NO. 2018-12B REMOVE AND REPLACE ASPHALT, VARIOUS SITES TO FRANK & SON PAVING, INC., KIRK PAVING, INC., AND PAL GENERAL ENGINEERING

RECOMMENDATION:
Award contracts for Bid No. 2018-12B for asphalt repairs and replacement at various sites to Frank & Son Paving, Inc., Kirk Paving, Inc., and PAL General Engineering.

DISCUSSION/PROGRAM:
The asphalt paving at the following sites is well past its life expectancy, with significant surface raveling, potholes, cracking and root damage. The scope of the projects included in this bid entails the removal of the existing asphalt, installing new asphalt paving, and stripping the new surface.

Specific work recommended for award is as follows:

- Chaparral Elementary School - removal and replacement of the asphalt in the staff parking lot;
- Mesa Verde Middle School - tennis and basketball courts;
- Westwood Elementary School - main parking lot entry and exit;
- Deer Canyon Elementary School - north parking lot and 1½-inch overlay of the bus loop;
- Sundance Elementary School - selected parking lot repairs.
- Rolling Hills Elementary School - north side of the fire lane entrance to the playground and 1 ½ inch overlay of the north side of the playground; and
- the repair of ramps at Canyon View Elementary School, Sunset Hills Elementary School, Sundance Elementary School, Meadowbrook Middle School and Mt. Carmel High School.

The award criteria included in the bid is to award to the lowest responsible bidder by line item. Projects are scheduled to begin upon award be completed just before the beginning of school. The contract recommendation includes award of contract for two sites to Kirk Paving Inc., for a total amount of $76,620, four sites to PAL General Engineering for a total of $800,974.19, and the project that encompasses five ramps to Frank & Son Paving, Inc. for a total amount of $74,934.

LEGAL REFERENCE: Public contract Code 20111

FISCAL IMPACT: $952,529 from General Fund

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___  STUDENT PREFERENTIAL VOTE: MISRA ___
POWAY UNIFIED SCHOOL DISTRICT

BID SUMMARY – BID NO. 2018-12B
REMOVE AND REPLACE ASPHALT, VARIOUS SITES

This bid summary is prepared for the Board Meeting of June 28, 2018.

<table>
<thead>
<tr>
<th>VENDORS</th>
<th>Mesa Verde Middle School</th>
<th>Westwood Elementary School</th>
<th>Rolling Hills Elementary School</th>
<th>Deer Canyon Elementary School</th>
<th>Chaparral Elementary School</th>
<th>Sundance Elementary School</th>
<th>Ramps at Five Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank &amp; Sons Inc</td>
<td>No Bid</td>
<td>$37,933</td>
<td>$67,852</td>
<td>$201,125</td>
<td>$271,470</td>
<td>$32,598</td>
<td>$74,934</td>
</tr>
<tr>
<td>J&amp;S Asphalt Paving</td>
<td>$349,734</td>
<td>$37,204</td>
<td>$55,180</td>
<td>$229,370</td>
<td>$339,708</td>
<td>$42,224</td>
<td>$123,928</td>
</tr>
<tr>
<td>Kirk Paving, Inc.</td>
<td>$378,530</td>
<td>$46,430</td>
<td>$48,910</td>
<td>$238,360</td>
<td>$428,530</td>
<td>$27,710</td>
<td>$131,615</td>
</tr>
<tr>
<td>LC Paving</td>
<td>No Bid</td>
<td>$42,300</td>
<td>$52,860</td>
<td>$195,311</td>
<td>$325,860</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>PAL General Engineering</td>
<td>$342,563</td>
<td>$35,053</td>
<td>$61,885.82</td>
<td>$168,898.19</td>
<td>$254,460</td>
<td>$76,296</td>
<td>$300,000</td>
</tr>
<tr>
<td>Ramona Paving &amp; Construction</td>
<td>$563,113</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$418,213</td>
<td>$505,277</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>RAP Engineering</td>
<td>$520,379</td>
<td>$46,695</td>
<td>$64,834</td>
<td>$256,059</td>
<td>$317,846</td>
<td>$89,196</td>
<td>$211,407</td>
</tr>
<tr>
<td>RGC General Engineering</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$37,030</td>
</tr>
</tbody>
</table>

Recommend contracts be awarded for categories as shown above.

Notice Inviting Bids was publicly posted, ten contractors attended the job walk; eight contractors submitted a bid.

Frank & Sons Inc          PAL General Engineering
J&S Asphalt Paving       Ramona Paving & Construction
Kirk Paving Inc          RAP Engineering
LC Paving               RGC General Engineering
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Janay Greenlee/Chad Koster

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.2(g)

SUBJECT: AWARD A CONTRACT FOR BID NO. 2018-14B STONE RANCH PHASE 3 PROJECT TO M.A. STEVENS CONSTRUCTION, INC.

RECOMMENDATION:

Award a contract for Bid No. 2018-14B for Stone Ranch Phase 3 Field Improvement Project to M.A. Stevens Construction, Inc.

DISCUSSION/PROGRAM:

The Stone Ranch Elementary classroom expansion project consists of three phases: site development, classroom construction, and removal of existing portable buildings/field improvement. The classroom construction work performed under the contract awarded last April is nearly complete. This final phase consists of the removal of all portable buildings, repair to the asphalt playground and grass field where these buildings were located, relocation of a basketball court, and slurry coat and new striping of playground asphalt areas.

M.A. Stevens Construction Co., Inc. is the lowest responsible and responsive bidder.

A bid summary is attached for the Board’s review.

LEGAL REFERENCE: Public contract Code 20111

FISCAL IMPACT: $334,900 from Community Facilities District Fund

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O'CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
This bid summary is prepared for the Board Meeting of June 28, 2018

<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Pacific Engineering and Construction</td>
<td>$403,000</td>
</tr>
<tr>
<td>EC Constructors, Inc.</td>
<td>$382,970</td>
</tr>
<tr>
<td>Gem Industrial Electric, Inc.</td>
<td>$429,860</td>
</tr>
<tr>
<td><strong>M.A. Stevens</strong></td>
<td><strong>$334,900</strong></td>
</tr>
<tr>
<td>SolPac Construction, Inc.</td>
<td>$528,500</td>
</tr>
</tbody>
</table>

Recommend that the Board award the bid to M.A. Stevens Construction, Inc., the lowest responsive bidder.

95 Contractors received bid invitations; 9 Firms were represented at the job walk, 5 bids were received.
TO: BOARD OF EDUCATION
FROM: Ron Little
Staff Support: Janay Greenlee/Babre Lewis

MEETING DATE: June 28, 2018
AGENDA ITEM: 5.2(h)

SUBJECT: AWARD A CONTRACT FOR REQUEST FOR PROPOSAL (RFP) NO. 2018-01P FOR FRESH BREAD PRODUCTS TO BAKED IN THE SUN (S&S BAKERY)

RECOMMENDATION:

Award a contract for Request for Proposal (RFP) NO. 2018-01P for fresh bread products to Baked in the Sun (S&S Bakery).

DISCUSSION/PROGRAM:

The current contract for fresh bread will expire on June 30, 2018. The Food and Nutrition Department needs fresh bread products to meet strict nutritional requirements mandated by federal and state laws.

The Purchasing Department solicited proposals from vendors to provide the necessary products. Pricing was based on estimated usage. The contract term shall be for one year, from July 1, 2018, through June 30, 2019. By mutual agreement between the District and the successful vendor, this contract may be renewed for two additional one-year periods. Contract renewals shall be approved in one-year increments under the same terms, and conditions as the original agreement.

Request for Proposals were sent to three vendors; two responded.

A summary is attached for the Board’s review.

LEGAL REFERENCE: Public contract Code 20111

FISCAL IMPACT: $83,660 from Cafeteria Fund - Fund 13

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preference: Mishra ___
POWAY UNIFIED SCHOOL DISTRICT

RFP SUMMARY – RFP NO. 2018-01P
FRESH BREAD PRODUCTS

This RFP summary is prepared for the Board Meeting of June 28, 2018.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>PROPOSAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Baked in the Sun (S&amp;S Bakery)</strong></td>
<td><strong>$83,660</strong></td>
</tr>
<tr>
<td><strong>Galasso’s Bakery</strong></td>
<td><strong>$84,341</strong></td>
</tr>
</tbody>
</table>

Recommend that the Board award a contract to Baked in the Sun (S&S Bakery), the lowest responsive bidder.

RFP requests were sent to the following three vendors; two responded.

<table>
<thead>
<tr>
<th>Bake Crafters Food Company</th>
<th>Baked in the Sun (S&amp;S Bakery)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galasso’s Bakery</td>
<td></td>
</tr>
</tbody>
</table>
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Janay Greenlee/Babre Lewis

MEETING DATE: June 28, 2018
AGENDA ITEM: 5.2(i)

SUBJECT: AWARD A CONTRACT FOR REQUEST FOR PROPOSAL (RFP) No. 2018-02P FOR FRESH FRUITS AND VEGETABLES TO AMERICAN PRODUCE; REJECT A NON-RESPONSIVE PROPOSAL SUBMITTED BY SUNRISE PRODUCE

RECOMMENDATION:

Award a contract for Request for Proposal (RFP) No. 2018-02P for fresh fruits and vegetables to American Produce; Reject a non-responsive proposal from Sunrise Produce.

DISCUSSION/PROGRAM:

The current contract for fresh fruits and vegetables will expire on June 30, 2018. The Food and Nutrition Department needs fresh fruits and vegetables to meet strict nutritional requirements mandated by federal and state laws.

The Purchasing Department solicited proposals from vendors to provide the necessary products. Request for Proposals were sent to seven vendors; two responded. Of the two responses, Sunrise Produce’s proposal was considered non-responsive because they did not follow RFP instructions; they failed to provide prices for 19 of 32 items in Section B of the RFP.

This is a one-year contract beginning July 1, 2018, through June 30, 2019. By mutual agreement between the District and the successful vendor, this contract may be renewed for two additional one-year periods. Contract renewals shall be approved in one-year increments under the same terms, and conditions as the original agreement.

A summary is attached for the Board’s review.

LEGAL REFERENCE: Public contract Code 20111

FISCAL IMPACT: $248,595 from Cafeteria Fund - Fund 13

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
POWAY UNIFIED SCHOOL DISTRICT

RFP SUMMARY – RFP NO. 2018-02P
FRESH FRUITS AND VEGETABLES

This RFP summary is prepared for the Board Meeting of June 28, 2018.

<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Produce Distributors</td>
<td>$248,595</td>
</tr>
<tr>
<td>Sunrise Produce Company</td>
<td>Non Responsive</td>
</tr>
</tbody>
</table>

Recommend that the Board award a contract to American Produce Distributors, the lowest responsive bidder.

RFP requests were sent to the following seven vendors; three responded.

Alliance Produce
American Produce Distributors
Family Tree Produce
Moceri Produce
Specialty Produce Company
Sunrise Produce Company
Valley Produce
TO: BOARD OF EDUCATION  
FROM: Ron Little  
Staff Support: Joy Ramiro  

MEETING DATE: June 28, 2018  
AGENDA ITEM: 5.2(j)  

SUBJECT: APPROVAL OF RESOLUTION NO. 109-2018 ENTITLED “AUTHORIZATION TO ALLOCATE THE MONIES RECEIVED FROM THE EDUCATION PROTECTION ACT (EPA)”

RECOMMENDATION:

Approve Resolution 109-2018, authorizing allocation of the monies received from the EPA.

DISCUSSION/PROGRAM:

The approval of Proposition 30, in November 2012, added Article XIII, Section 36 to the California Constitution. Proposition 55 amended Article XIII, Section 36 of the California Constitution effective November 8, 2016, and commencing on January 1, 2018. Provisions were created in the state’s General Fund for an Education Protection Act (EPA) account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Proposition 30.

All monies in the Education Protection Act account are continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts. The monies received from the EPA shall not be used for salaries or benefits for administrators or any other administrative costs.

Attached is the proposed spending plan for the EPA for fiscal 2018-2019.

LEGAL REFERENCE: California Constitution, Article XIII, Section 36 and Proposition 55, amended Article XIII, Section 36 of the California Constitution

FISCAL IMPACT: $17,071,300 from the General Fund
Poway Unified School District

RESOLUTION NO. 109-2018

AUTHORIZATION TO ALLOCATE THE MONIES RECEIVED FROM THE EDUCATION PROTECTION ACT (EPA)

ON MOTION of Member ______________________________, seconded by Member ______________________________, the following resolution is adopted:

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 8, 2016 and commencing on January 1, 2018;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Act account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Act account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Act account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Act account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts;

WHEREAS, monies deposited in the Education Protection Act account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Act account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Act in open session of a public meeting of the governing board;
WHEREAS, the monies received from the Education Protection Act shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district, and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Act and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Act have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts, and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

1. The monies received from the Education Protection Act shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Poway Unified School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Poway Unified School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Board of Education of the Poway Unified School District at Poway, California, on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

STATE OF CALIFORNIA  )  
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

______________________________________________
Charles Sellers, Clerk of the Board of Education
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</strong></td>
<td></td>
</tr>
<tr>
<td>Local Control Funding Formula (LCFF)</td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$311,844,305</td>
</tr>
<tr>
<td>Adult Education Fund</td>
<td>20,000</td>
</tr>
<tr>
<td>Deferred Maintenance Fund</td>
<td>1,000,000</td>
</tr>
<tr>
<td><strong>Total LCFF</strong></td>
<td>$312,864,305</td>
</tr>
<tr>
<td>Projected EPA Entitlement included in the LCFF</td>
<td>$17,071,300</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Benefits for current instructional positions at schools (non-administrative)</td>
<td>$17,071,300</td>
</tr>
<tr>
<td><strong>BALANCE</strong></td>
<td>0.00</td>
</tr>
</tbody>
</table>
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Joy Ramiro

AGENDA ITEM: 5.2(k)

MEETING DATE: June 28, 2018


RECOMMENDATION:


DISCUSSION/PROGRAM:

Education Code 42600(a) provides that the total amount budgeted as the proposed expenditure of the school district for each major classification listed in the approved district budget forms prescribed by the Superintendent of Public Instruction shall be the maximum amount that may be expended for that classification for the school year.

Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by written resolution of the Board of Education when approved by the County Superintendent of Schools and filed with the County Auditor.

Education Code 42601(a) allows for such governing board approved transfers after June 30, as a routine element of the year-end close process as necessary to permit the payment of obligations of the district incurred during that school year.

LEGAL REFERENCE: Education Codes 42600(a) and 42601(a)

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O'Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
RESOLUTION NO. 111-2018

AUTHORIZATION OF THE TRANSFER OF 2017-2018 DISTRICT BUDGETARY FUNDS BETWEEN EXPENDITURE CLASSIFICATIONS AFTER JUNE 30, 2018

WHEREAS, Education Code 42600(a) provides that the total amount budgeted as the proposed expenditure of the school district for each major classification listed in the approved district budget forms prescribed by the Superintendent of Public Instruction shall be the maximum amount that may be expended for that classification for the school year; and

WHEREAS, transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by written resolution of the Board of Education when approved by the County Superintendent of Schools and filed with the County Auditor; and

WHEREAS, Education Code 42601(a) allows for such governing board approved transfers after June 30, as a routine element of the year-end close process as necessary to permit the payment of obligations of the district incurred during that school year.

NOW, THEREFORE, BE IT RESOLVED that the Poway Unified School District Board of Education authorizes the Superintendent or his designee to make necessary changes to the 2017-18 budget after June 30, 2018.

PASSED AND ADOPTED by the Board of Education on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of Poway Unified School District of San Diego County.

________________________________________
Charles Sellers, Clerk of the Board of Education
TO: BOARD OF EDUCATION
MEETING DATE: June 28, 2018
FROM: Mel Robertson
Staff Support: Kimberlie Rens, Mercedes Hubschmitt

AGENDA ITEM: 5.3(a)

SUBJECT: APPROVAL OF 2018-2019 APPLICATION FOR FUNDING CONSOLIDATED CATEGORICAL AID PROGRAMS (CCAP), SPRING RELEASE

RECOMMENDATION:

Approve the application for funding Consolidated Categorical Aid Programs (CCAP), Spring Release, and authorize the Superintendent, or her designee, to sign this application.

DISCUSSION/PROGRAM:

Each year the District declares its intent to apply for funding of Consolidated Categorical Aid Programs (CCAP) by submitting an application to the California Department of Education: The Consolidated Application, Spring Release. The CCAP Spring Release provides for program planning, implementation, and evaluation, as well as compliance assurances.

The CCAP application includes estimated 2018-2019 appropriation as follows:

- Title I, Part A (Basic Grant - $1,885,740)
- Title II, Part A (Teacher Quality - $456,378)
- Title III, Part A (LEP Students - $413,771)

The total anticipated revenue for the above programs for 2018-2019 is $2,755,889. This figure may change upon final appropriation announcements. In 2017-2018 we received a total of $2,748,707.

The Winter Release of the Consolidated Application will be completed and submitted in January 2019. The Winter Release reports the specific allocation of funds from state and federal agencies and how the district intends to distribute funds to schools and programs.

It is recommended that the Board approve the 2018-2019 application for funding Consolidated Categorical Aid Programs.

LEGAL REFERENCE: Code of Federal Regulations, Title 34
Public Law 114-95—Every Student Succeeds Act
California Education Code, Section 64000-64001

FISCAL IMPACT: $2,755,889

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
Aid Programs, Spring Release, based on the information provided herein.

The information to include the application was provided to the Board electronically for review, and will be available in the Superintendent’s office and at the Board meeting.
TO: BOARD OF EDUCATION
MEETING DATE: June 28, 2018

FROM: Mel Robertson
Staff Support: Kathleen Porter

AGENDA ITEM: 5.3(b)

SUBJECT: APPROVAL OF THE AMENDMENT TO THE AGREEMENT FOR PARTICIPATION IN THE EDUCATION TO CAREER NETWORK (ETCN) AND DESIGNATED REPRESENTATIVE AND ALTERNATE TO THE LEADERSHIP COUNCIL

RECOMMENDATION:

That the Superintendent, or designee, be authorized to designate a representative and alternate to serve on the Education to Career Network (ETCN) Leadership Council and be authorized to amend the current Memorandum of Agreement for Participation in the ETCN to include a Memorandum of Understanding (MOU) for Data Sharing Services.

DISCUSSION/PROGRAM:

Under the Adult Education Block Grant (AEBG), regional adult education consortia were established throughout the state in order to coordinate, plan, deliver and evaluate adult education services. Poway Unified School District/Poway Adult School is one of six member districts in the Education to Career Network (ETCN) consortium serving the educational needs of adults in North San Diego County. Vista Unified School District serves as the Fiscal Agent for the consortium.

All consortium members are required to report outcomes collectively to the state; the consortium members share in responsibility for accurate and timely data collection, and ETCN supports members with data analysis, reporting, and technical assistance. This MOU has been created to facilitate the mutual sharing of student data for the provision of services to adult school students by ETCN.

The term of the MOU is from July 1, 2018, through June 30, 2019, coterminal with the existing Memorandum of Agreement for Participation. The MOA for Participation covers a two-year period (July 2017 – June 2019) and requires member districts to annually verify their designated representative and alternate to the ETCN Leadership Council. Upon approval of the amended agreement, the superintendent will designate Kathleen Porter, Executive Director, to continue to serve as representative to the Leadership Council, and Pam Garramone, Assistant Principal, to serve as the alternate.

LEGAL REFERENCE: California Education Codes 84900-84920

FISCAL IMPACT: $1,482,238 to the adult education fund

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
Copies of the current MOA, the MOU for Data Sharing Services between Poway Unified School District and Education to Career Network, and the 2018-19 Consortium Fiscal Declaration (CFAD) have been provided to the Board electronically for their review.
MEMORANDUM OF UNDERSTANDING
FOR DATA SHARING SERVICES
BETWEEN POWAY UNIFIED SCHOOL DISTRICT
AND
EDUCATION TO CAREER NETWORK

Amendment to Memorandum of Agreement for Participation in Education to Career
Network
Contract #C17180215-6yr2

This Memorandum of Understanding ("MOU") is entered into this _____ day of
_______, 2018 by and between the POWAY UNIFIED SCHOOL DISTRICT ("District"),
and the EDUCATION TO CAREER NETWORK ("ETCN," together with District, the
"Parties").

WHEREAS, District is a public school district existing and operating under the laws of
the State of California;

WHEREAS, ETCN is a Consortium of public education entities that is composed of 6
school districts and community college district in North San Diego County and is responsible for
providing services to its member districts that include, but are not limited to, coordinating adult
education programs;

WHEREAS, District is a member district of ETCN and, by virtue of its membership,
District receives and ETCN provides to District services including, but not limited to, data
collection, data analysis, reporting, and technical assistance;

WHEREAS, District and ETCN enter into this MOU to facilitate the mutual sharing of
student data for the provision of services to District students by ETCN and establish
responsibilities between the Parties;

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with
any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20
U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; "FERPA"); Health Insurance Portability and
Accountability Act of 1996 ("HIPAA"); California Civil Code § 1798.29; and California
Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of
ETCN and District with respect to data collected or retained by District or by ETCN pursuant to
this MOU.
NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. **Role of ETCN.**

   1.1 ETCN shall provide services designed to assist member districts with the provision of adult education related services to students pursuant to the ETCN Local Plan ("Services").

   1.2 ETCN agree to participate in services by ETCN through their Memorandum of Agreement for Participation. The provision of Services by ETCN and its employees, agents, and contractors may require the sharing of student information between District and the member districts of ETCN. Such information may include, but is not limited to, pupil records, which include any information that is directly related to a student that is maintained by the District (collectively, "Data").

2. **Responsibilities of ETCN.** ETCN member districts shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by District and ETCN.

3. **Responsibilities of District.** District shall provide Data necessary for the provision of ETCN’s Services via extracts or permission access from District’s student information or other systems through an agreed-upon procedure between the Parties. Any such procedure agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.

4. **Third Party Agencies.** Third Parties may include, but are not limited to, public agencies the Parties desire to collaborate with, public agencies the Parties are required to share data with, and/or any third-party vendor of either Party. Permission for ETCN to share Data with a third party must first be granted by District.

5. **Applicable Law.** Data sharing under this MOU will from time to time include ETCN collecting and maintaining educational records that contain personally identifiable information of students or staff of District. ETCN is bound by applicable regulations and laws for access and management of this Data, and will conform to all applicable legal requirements. ETCN and District agree that the disclosure of information under this MOU complies with the requirements of Education Code §§ 49076, 49076.5, FERPA, HIPAA, and other applicable state and federal laws and regulations regarding educational records.

   5.1 The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements.

   5.2 ETCN and District shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended, and with the requirements of California Civil Code § 1798.29.
6. **Prohibited Use of Data.** Except as otherwise permitted by the terms of this MOU, ETCN shall not use the Data supplied to it in an unauthorized manner. Specifically, ETCN shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

7. **Third-Party Vendors.** ETCN will have contracts with third parties to help ETCN provide Services to District. ETCN may not distribute personal identifiable student or staff data to any ETCN Contractors without District’s written consent or as permitted by this MOU, unless required by law. ETCN shall ensure that approved subcontractors adhere to this MOU. ETCN will help ensure that any subcontractor that it engages to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. ETCN will require any third party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding the use and disclosure of educational records and data privacy, including but not limited to: Education Code §§ 49076, and 49076.5; FERPA; HIPAA; and California Civil Code §1798.29.

8. **Indemnification and Liability.** Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys’ fees) arising out of or in any way resulting from the indemnifying Party’s own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU, and the Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the gross negligence of either Party, or that of its officers, agents, or employees.

9. **Severability.** If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

10. **Term.** The term of this MOU shall be effective beginning on July 1, 2018 and shall terminate on June 30, 2019, coterminous with the Memorandum of Agreement for Participation, C17180215-6. This MOU may be periodically updated to incorporate changes if required upon mutual written agreement of the Parties.

11. **Termination.** Either Party may terminate this MOU upon ninety (90) days’ written notice to the other Party. Upon termination or expiration of this MOU, ETCN shall return or delete personally identifiable student Data to District unless otherwise provided by law or mutual agreement of the Parties.
IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of San Diego, State of California.

POWAY UNIFIED SCHOOL DISTRICT  

By: ________________________________  
Name: ______________________________ 
Title: _______________________________ 
Dated: ______________________________

EDUCATION TO CAREER NETWORK EDUCATION

By: ________________________________  
Name: Donna Caperton  
Title: Fiscal Agent-ETCN  
Dated: ______________________________

4
RECOMMENDATION:

Approval of Resolution No. 113-2018 authorizing a contract with the California Department of Education to provide child development services and to accept the Annual Program Self-Evaluation.

DISCUSSION/PROGRAM:

Each year the District is required to approve a resolution authorizing approval of a contract with the California Department of Education (CDE) to operate grant-funded state preschool programs. As part of this grant, the Governing Board is also required to approve the designation of District administrators who may sign contracts and authorizations on the District’s behalf. The Director of Preschool Programs is the designated administrator.

Since 1992, the state preschool program has provided comprehensive educational programs serving three- and four-year-old children from low-income families. State supported preschool grant funding assists with the operation of classes at Rolling Hills, Los Peñasquitos, Sundance, Pomerado, and Valley Elementary Schools, and Del Norte High School.

The grant amount is $695,233. The grant covers all associated costs, including staffing, facilities, and instructional supplies. The grant also requires an annual program self-evaluation.

The CDE contract for 2018-2019 and the Program Self-Evaluation for Fiscal Year 2017-2018 have been provided to the Governing Board electronically for their review.

LEGAL REFERENCE: California Education Code Sections 8235-8237, 8239 and 8263 (g) and (h), California Senate Bill 1016m Chapter 38 (Cal. Stat. 2012)

FISCAL IMPACT: $695,233
RESOLUTION 113-2018

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

________________________________________

RESOLUTION

BE IT RESOLVED that the Governing Board of Poway Unified School District

________________________________________

authorizes entering into local agreement number CSPP-8465 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME
Barbara Scholl

TITLE
Director

SIGNATURE

__________________________

________________________________________

PASSED AND ADOPTED THIS 28th day of June 2018, by the Governing Board of Poway Unified School District

of San Diego County, in the State of California.

I, Charles Sellers, Clerk of the Governing Board of Poway Unified School District, of San Diego County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board of Education meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

__________________________

(Clerk's signature)       June 28, 2018

(Date)
CONTRACT CHECKLIST

Please note that every form is required.

Contractor name: Poway USD  Contract #: CSPP-8465

Place a check mark next to each item being returned.

- Checklist

- Two (2) signed (in blue ink) child care contracts with original signatures
  - Did you include your printed name, title, and address?
  - Is all of the contract language visible?

- Two (2) signed Contractor Certification Clauses (CCC-4/2017)
  - Did you fill in ALL spaces including Federal ID Number?

- Two (2) signed California Civil Rights Laws Certifications (CO-005)

- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents as soon as possible to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poway Unified School District</td>
<td>95-6002452</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

Marian Kim-Phelps, Ed.D., Superintendent

Date Executed

June 28, 2018

Executed in the County of

San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the
certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   **Current State Employees (Pub. Contract Code §10410):**
   
   1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   **Former State Employees (Pub. Contract Code §10411):**

   1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's
Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)  Federal ID Number
Poway Unified School District  95-6002452

By (Authorized Signature)

Printed Name and Title of Person Signing

Marian Kim-Phelps, Ed.D, Superintendent

Date Executed  Executed in the County and State of
June 28, 2018  San Diego, California
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: POWAY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUOUS FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed $45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of $695,233.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 15,203.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp

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<tr>
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</tr>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td>Jaymi Brown,</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>15250 Avenue of Science, San Diego CA 92128</td>
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<tr>
<td>TITLE</td>
<td>Contract Manager</td>
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<td>TOTAL AMOUNT ENCUMBERED TO DATE</td>
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<th>B.R. NO.</th>
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</thead>
<tbody>
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE
Program Self-Evaluation Process  
Fiscal Year 2017–18

Contractor Legal Name: (Full Spelling of Legal Name only; no acronyms or site names)
Poway Unified School District

Four-Digit Vendor Number:
6829

Contract Type(s): (CSPP, CCTR, CHAN, CFCC, CMIG, CRRP, CAPP, C2AP, C3AP, CMAP)

✓ CSPP  ☐ CCTR  ☐ CHAN  ☐ CFCC  ☐ CMIG  ☐ CRRP  ☐ CAPP  ☐ C2AP  ☐ C3AP  ☐ CMAP

Age Group(s):
☐ Infant/Toddler  ✓ Preschool  ☐ School Age

Program Director Name (as listed in the Child Development Management Information System):
Barbara Scholl

Program Director Phone Number:
(858) 521-2851

Program Director E-mail:
bscholl@powayusd.com

Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.

☐ Program Review Instrument FY 2017–18 – All Contract Types: 

☐ Desired Results Parent Survey – All Contract Types:
https://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc

☐ Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types:
http://www.ersi.info/ecers.html

☐ Desired Results Developmental Profile and DRDPtech Reports -  
Center-based/CFCC Contracts Types:
https://www.desiredresults.us/drdp-forms

Statement of Completion: I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

Name of Executive or Program Director as listed in the Child Development Management Information System:
Barbara Scholl

Signature of Executive or Program Director listed above:

Phone Number:
(858) 521-2851

Date:
05/21/18

Scan and submit the signed PSE, all four (4) pages, together including additional pages, to
FY1718PSE@cde.ca.gov using the fiscal year and the contractor’s legal name in the subject line (example: 
17-18 XYZ School District).
Summary of Program Self-Evaluation
Fiscal Year 2017–18

Using a narrative format, summarize the staff and board member participation in the PSE process: 
**Answers are not limited to space provided. Attach additional sheets as necessary.**

CSPP Teachers and staff have been involved in the PSE process in the following ways:

*Parent Surveys: distributing, collecting completed forms, analyzing and making culminating conclusions on the Form EESD 4003.*

*Participating in the ECERS rating process. Poway USD is participating in the Quality Preschool Initiative (QPI) through San Diego County Office of Education (SDCOE). ECERS ratings have been completed for each class through QPI and teachers are involved in the data-findings and correction process.*

*Teachers complete DRDP for all CSPP children, disaggregate data, culminate findings to inform instructional practices and needs.*

*Throughout the 2017-18 School Year, State Reviewer has been utilized as mentor and advisor when important topics arise. We are grateful for her advice assistance.*

School board members have been involved in approval of contracts, analyzing financial implication and review of Program Self-Evaluation.
1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas. Answers are not limited to space provided. Attach additional sheets as necessary.

There are no areas of the program which did not meet standards.
2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards. Answers are not limited to space provided. Attach additional sheets as necessary.

1. Parent, staff, student and community member involvement and participation in developing, implementing and evaluating core and categorical programs: Parent Participators in the CSPP classes will continue to be encouraged and will be expanded within the next school year. This increase will allow for lower student to adult ratios in addition to involving parents in the education of their children.

2. Family Eligibility Requirements: We will continue to hone our intake and enrollment process to enroll children in the CSPP classes, collecting verification documentation, updating parent handbook to inform parents and personalizing the application process.

3. Inventory Records: PUSD will continue to keep accurate records for equipment and regularly conduct a physical check of equipment within the classrooms.

4. Desired Results Profile and Data: CSPP Teachers and PUSD Preschool Department Staff will continue to monitor DRDP and DRDP data to refine classroom activities, meet the needs of student learners, analyze summary of findings, meet with parents through parent/teacher conferences to inform parents of results and include other PUSD staff in referral processes for students with additional needs.

5. Annual Evaluation Plan: PUSD Preschool Dept. will continue to develop and implement an annual evaluation plan which addresses program needs.

6. Site Licensure: CSPP Classrooms will have current State licenses, follow Health and Safety Code and post policies in classrooms.

7. Staff Development Program: CSPP Teachers and Staff will participate in rigorous Professional Development Activities throughout the year with some mandatory and other voluntary learning activities. PUSD is a part of the San Diego County Office of Education Quality Preschool Initiative and we are participating in many Professional Development Activities within this County cohort.

8. Qualified Staff and Director: Staff and Director will continually update permits, credentials, or certificates to remain compliant and will keep records on the County’s Pinwheel data system.

9. Staff-Child Ratios: CSPP classrooms will meet Title 5 adult-child ratios.

10. Family Selections: PUSD preschool dept. will continue to utilize CDE eligibility standards for enrolling children in the CSPP program.

11. Compliance with Due Process: PUSD preschool dept. will continue to provide parents with program rules and notice of action via the updated Parent Handbook.

12. Refrain from Religious Instruction: The program refrains from religious instruction and workshop.

13. Nutritional Needs: PUSD preschool works with the Food and Nutrition Dept. within PUSD to continue to provide a monthly meal menu and follows policies for Heathy Meals/Snacks, in addition to keeping a list of children with food allergies.
TO: BOARD OF EDUCATION  MEETING DATE: ________________

FROM: Mel Robertson
Staff Support: Kimberlie Rens, Barbara Scholl

AGENDA ITEM: ________________ 5.3(d)

SUBJECT: APPROVAL OF "SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT WITH POWAY UNIFIED SCHOOL DISTRICT FOR QUALITY PRESCHOOL INITIATIVE SERVICES"

RECOMMENDATION:

Approval of a contract with San Diego County Superintendent of Schools (SDCOE) to provide child development services funded through the Quality Preschool Initiative.

DISCUSSION/PROGRAM:

The Governing Board is required to approve the agreement with SDCOE for Quality Preschool Initiative Services (QPI).

Since 2016, the QPI program has provided funding to support Poway Unified’s preschool-age children from low-income families at the following schools: Rolling Hills, Los Peñasquitos, Sundance, Pomerado and Valley Elementary Schools and Del Norte High School.

The grant amount is $64,700, which includes enhancements to the state preschool budget, including staffing, professional development, parent education and instructional supplies/equipment.

The San Diego County Superintendent of Schools 2018-2019 Agreement with Poway Unified School District for Quality Preschool Initiative Services has been provided to the Governing Board electronically for their review.

LEGAL REFERENCE: California Education Code Sections 8235-8237, 8239 and 8263 (g) and (h), California Senate Bill 1016m Chapter 38 (Cal. Stat. 2012)

FISCAL IMPACT: $64,700

MOVED BY: ___________________________  SECONDED BY: ___________________________

VOTE: BEATTY ___  O’CONNOR-RATCLIFF ___  PATEL ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE: MISRA ___
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Mel Robertson  AGENDA ITEM: 5.3(e)
Staff Support: Doug Johnson

SUBJECT: PROPOSED ADOPTION OF KINDERGARTEN AND GRADE 1 DUAL IMMERSION CORE INSTRUCTIONAL RESOURCES - SECOND READING

RECOMMENDATION:

Adopt the core instructional resources for kindergarten and grade 1.

DISCUSSION/PROGRAM:

On May 10, 2018, the program listed below was presented to the Board of Education for a first reading as the proposed instructional resources for Mandarin Dual Immersion for Kindergarten and Grade 1. The instructional resources are recommended by the Confucius Institute and are being used at many schools in California, including in San Diego Unified. The resources were reviewed and evaluated by principal, Eddie Park, and Mandarin teacher, Julie Li, at Adobe Bluffs Elementary School to determine alignment with subject-specific State and District standards.

The instructional resources are submitted tonight for adoption. Resources are available for examination and are on display in the Administration Center.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Textbook Title and Publisher</th>
</tr>
</thead>
</table>

LEGAL REFERENCE: California Education Code Section 60242

FISCAL IMPACT: $7200 instructional materials

MOVED BY: ____________________________  SECONDED BY: ____________________________

VOTE: Beatty ___  O'Connor-Ratcliff ___  Patel ___  Sellers ___  Zane ___  Student Preferential Vote: Mishra ___
TO: BOARD OF EDUCATION

FROM: Mel Robertson
Staff Support: Todd Cassen

AGENDA ITEM: 5.3(f)

MEETING DATE: June 28, 2018


RECOMMENDATION:

Approve the named representatives for the California Interscholastic Federation Leagues, North County Conference, be approved for the 2018-2019 school year.

DISCUSSION/PROGRAM:

California Education Code Section 33353(a)(1) requires that appointees to the California Interscholastic Federation Leagues, North County Conference, be approved by the Board of Education.

Recommendations for the California Interscholastic Federation Leagues, North County Conference, representatives for 2018-2019 are:

- Principal (TBA) Del Norte High School
- Greg Magno Mt. Carmel High School
- Ron Garrett Poway High School
- David LeMaster Rancho Bernardo High School
- Tina Ziegler Westview High School

Mr. Todd Cassen, Executive Director II in Learning Support Services, will serve as the Superintendent’s designee on the CIF Board of Managers for the 2018-2019 school year.

LEGAL REFERENCE:

FISCAL IMPACT:

MOVED BY: ___________________________ SECONDED BY: ______________________________

VOTE:  BEATTY ___  O'CONNOR-RATCLIFF ___  PATEL ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE: MISRA ___
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Mel Robertson
Staff Support:

AGENDA ITEM: 5.3(g)

SUBJECT: APPROVAL/RATIFICATION OF OUT-OF-STATE FIELD TRIP

RECOMMENDATION:

Approve the out-of-state field trip.

DISCUSSION/PROGRAM:

<table>
<thead>
<tr>
<th>Date</th>
<th>School</th>
<th>To</th>
<th>No. of Students</th>
<th>Purpose of Trip</th>
<th>Mode of Travel</th>
<th>Days Missed</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/30 to 9/4/2018</td>
<td>WHS</td>
<td>Kea’au, HI</td>
<td>18</td>
<td>Boys’ Volleyball Tournament</td>
<td>Commercial Airline</td>
<td>3</td>
</tr>
</tbody>
</table>

Activities paid for by donations and/or ASB funds.

LEGAL REFERENCE:

FISCAL IMPACT: None. No loss of ADA.

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ Patel ___ Sellers ___ Zane ___ STUDENT PREFERENTIAL VOTE: Mishra ___
TO: BOARD OF EDUCATION
FROM: Mel Robertson

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.3(h)

Staff Support:

SUBJECT: APPROVAL OF CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICY 5145.13

RECOMMENDATION:

Approval of new CSBA Policy 5145.13.

DISCUSSION/PROGRAM:

Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts shall adopt policy consistent with a model policy developed by the California Attorney General which limits assistance with immigration enforcement at public schools.

New policy 5145.13 entitled, Response to Immigration Enforcement, has been reviewed by staff and is being presented to the Board tonight for action. The policy shall be in place July 1, 2018.

Copies of the policy have been provided to the Board electronically, hard copies are available to the public on request. Upon adoption, all policies will be posted on the PUSD website.

LEGAL REFERENCE: CA Education Code 234.7, AB 699 (Ch. 493, Statutes of 2017)

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O'CONNOR-RATCLIFF ___ Patel ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
Students

RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.
RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
California Department of Justice: http://www.justice.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Immigration and Customs Enforcement: http://www.ice.gov
U.S. Immigration and Customs Enforcement, Online Detainee Locator System: http://locator.ice.gov/odls

Policy
POWAY UNIFIED SCHOOL DISTRICT
adopted: San Diego, California
TO: BOARD OF EDUCATION

FROM: James Jimenez
Staff Support: Genny Girten

MEETING DATE: June 28, 2018
AGENDA ITEM: 5.4(a)

SUBJECT: APPROVAL OF CERTIFICATED PERSONNEL REPORT NO. 11-2018

RECOMMENDATION:

Approve the Certificated Personnel Report No. 11-2018 as presented.

DISCUSSION/PROGRAM:

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: Mishra ___
TO: BOARD OF EDUCATION

FROM: James Jimenez
Staff Support: Leisl Sanchez

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.4(b)

SUBJECT: APPROVAL OF CLASSIFIED PERSONNEL REPORT NO. 11-2018

RECOMMENDATION:

Approve the Classified Personnel Report No. 11-2018 as presented.

DISCUSSION/PROGRAM:

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: __________________________ SECONDED BY: __________________________

VOTE: BEATTY ___ O'CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
TO: BOARD OF EDUCATION
MEETING DATE: June 28, 2018

FROM: James Jimenez
Staff Support: Nicole Curtright

AGENDA ITEM:  5.4(c)

SUBJECT: APPROVAL OF VARIABLE TERM WAIVER REQUEST - WILLIAM HARWELL AND ROBERT TOWNSEND

RECOMMENDATION:

Approve the Variable Term Waiver Request to be submitted to the Commission on Teacher Credentialing.

DISCUSSION/PROGRAM:

Authorization of a Variable Term Waiver Request to be submitted to the Commission on Teacher Credentialing is requested for William Harwell to teach Automotive Technology, effective July 1, 2018 to June 14, 2019. Mr. Harwell has a Preliminary Career Technical Education Teaching Credential – Business & Finance and Transportation and is scheduled to clear his credential by June 2019.

Authorization of a Variable Term Waiver Request to be submitted to the Commission on Teacher Credentialing is requested for Robert Townsend to teach Drama and Technical Production for Theater, effective July 1, 2018, to June 14, 2019. Mr. Townsend has a Preliminary Career Technical Education Teaching Credential – Arts, Media & Entertainment and is scheduled to clear his credential by June 2019.

The Career Technical Education (CTE) Program Standards (2008) require preparation for teaching English learners (EL) to be embedded in the preparation program. Therefore, the Clear CTE Credential authorizes teaching EL. With the Preliminary Credential, CTE teacher candidates may teach while completing teacher preparation. However, the Preliminary Credential does not authorize teaching EL. Until all requirements for the Clear CTE Credential are completed, holders of the Preliminary CTE Credential may obtain a waiver annually for teaching EL as long as they are making progress toward completing the requirements. The applicant has completed the appropriate paperwork and the supporting materials necessary to place the request on the Commission’s consent calendar.

LEGAL REFERENCE: California Education Code Section 44253.11

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
RECOMMENDATION:

Approve the Distinguished Teacher in Residence (DTiR) and related Released Time Agreement with California State University, San Marcos, as presented.

DISCUSSION/PROGRAM:

The Poway Unified School District participates in a consortium of nine North County public school districts with California State University, San Marcos (CSUSM), in the Distinguished Teacher in Residence (DTiR) program. Each district contributes $5,500 annually to participate in this consortium to offset the costs of a DTiR teachers’ release. Each year, two outstanding classroom teachers from separate districts are selected through a competitive process to serve on the faculty of the CSUSM School of Education. This year Ms. Carol Battle, Oak Valley Middle School, was selected to serve as a Distinguished Teacher in Residence for 2018-2019 and 2019-2020 academic years. In this capacity, Ms. Carol Battle will teach aspiring teachers and render service directly to the member districts.

The welcome letter from CSUSM, and Released Time Agreement are attached.

LEGAL REFERENCE: California Government Code Section 19050.8

FISCAL IMPACT: $5,500 per year
May 2, 2018

Dr. Mirian Kim Phelps, Superintendent
Poway Unified School District
15250 Avenue of Science
San Diego, CA 92128

Dear Dr. Kim Phelps:

We are excited to welcome Carol Battle as our new Distinguished Teacher in Residence at Cal State San Marcos for the 2018-2019 and 2019-2020 academic years.

Please find attached the Released Time Agreement, regarding Ms. Battle’s appointment. The document is provided as a Word document file, should you find the need to modify names or signature authority (only). Please do not change the terms of the agreement without consulting our office first. When you have completed your review of the document, please:

- sign the Released Time Agreement
- scan and email the agreement back to kmiastkowska@csusm.edu

Upon receipt of the signed agreement, we will process for signature at the university. Then, a fully signed agreement will be returned to you through email.

*This document is time sensitive and should be returned no later than June 1, 2018.*

If you have any questions, please free to contact me at 760.760.4300. Thank you for your continued support of this outstanding program.

Sincerely,

Patricia Stall, Ph. D.
Director, School of Education
College of Education, Health and Human Services
California State University, San Marcos

Enclosure (1)

cc: Sandra Huez, Director of Human Resources
RELEASED TIME AGREEMENT

This agreement entered into by and between, California State University, San Marcos, herein after called the University, and Poway Unified School District, herein after called the District:

The TERM of this agreement is from July 1, 2018 to June 30, 2020

The attached Consortium Agreement shall become an integral part of this agreement and all terms and conditions shall remain unchanged.

The University shall reimburse the District for the cost of services provided on a released time basis as follows:

Distinguished Teacher in Residence

<table>
<thead>
<tr>
<th>Carol Battle</th>
<th>Two Year Term</th>
<th>$45,000.00/year</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Name]</td>
<td>[Term]</td>
<td>[Total]</td>
</tr>
</tbody>
</table>

The employee assignment will be administered by the District on a released time basis with salary and staff benefits for the term of the agreement.

There will be no monetary obligation on the part of the University or the District, one to the other, except as contained in this agreement.

By signing this agreement the District swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the District within the immediately preceding two-year period because of the District’s failure to comply with an order of a Federal Court which orders the District to comply with an order of the National Labor Relations Board.

Contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the agreement.
During the performance of this agreement, District shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. District shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Districts shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Regulations are incorporated into this agreement by reference and made part hereof as if it were set forth in full. District shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

The District's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the District has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 and Title 2, California Code of Regulations, Section 8103.

Upon submission of invoices in duplicate by the District, the University agrees to pay the total sum of Forty Five Thousand Dollars ($45,000). The University will make every reasonable effort to pay invoices as promptly as regular fiscal procedures permit.

In witness WHEREOF, this Agreement has been executed by and on behalf of the parties hereeto, the day and year first written above.

CALIFORNIA STATE UNIVERSITY, SAN MARCOS

David Taylor
Director, Procurement & Contracts

5/16/18
Date

POWAY UNIFIED SCHOOL DISTRICT

James Jimenez
Associate Superintendent, Poway Unified School District

5/10/18
Date
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: James Jimenez  AGENDA ITEM: 5.4(e)
Staff Support: David Hall

SUBJECT: APPROVAL OF INTERNSHIP AGREEMENT (EDUCATION SPECIALIST) WITH BRANDMAN UNIVERSITY

RECOMMENDATION:

Approve the Internship Agreement (Education Specialist) with Brandman University.

DISCUSSION/PROGRAM:

Poway Unified School District will be entering into an agreement with Brandman University to create a limited teacher internship (Education Specialist) program. The purpose of the internship program is to provide the appropriate class work and student teaching supervision for teacher credential candidates. The internship program would provide us the opportunity to hire a Special Education teacher who is in the final stages of completing credential requirements.

The typical teacher coming to us already enrolled in a credentialing program or having passed subject matter competence.

The Brandman University Internship program (Education Specialist) can be utilized to fulfill the necessary components of the credential. Once certified and enrolled in the Brandman University internship program, the credential candidate can be assigned to a school as an intern teacher.

Essentially the Brandman University program (Education Specialist) provides appropriate coursework, supervision of student teaching experiences, and training and monitoring of teachers in learning the educational process for special education students.

Poway Unified School District in turn is responsible for providing an appropriately credentialed mentor teacher, workshops and training, staff development in standards and frameworks, health insurance, workers compensation, and salary (Emergency Permit Salary Schedule). A copy of the Internship Agreement is attached.

LEGAL REFERENCE: Education Code Section 44227

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___ O'CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Poway Unified School District

* Education Specialist Internship Credential

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the San Diego Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions
   a. The UNIVERSITY agrees and verifies that:
      i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
      ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
      iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.
   
   b. The DISTRICT agrees and verifies that:
      i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District’s personnel policies and State law(s).
ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.

iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
(1) valid corresponding Clear or Life credential,
(2) three years successful teaching experience, and
(3) the English Learner (EL) Authorization (if responsible for providing specified EL support).
If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern’s classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.

v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.

vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.

vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.

viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:
i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher’s development of knowledge and skills in the instruction of English learners.

ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).

iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.

iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.
The DISTRICT agrees to indemnify, hold harmless, and at the University’s request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

D. Any failure of a party to enforce that party’s right under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any provisions contained herein.

E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT UNIVERSITY CONTACT
INFORMATION: INFORMATION:
Poway Unified School District Brandman University
15250 Ave. of Science 16355 Laguna Canyon Road
San Diego, CA 92128 Irvine, CA 92618
Attn: Agnes Chow, Admin. Assistant Attn: School of Education, Dean
Tel: (858) 521-2800 Ext. 2764 Fax: (800) 775-0128

F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be
valid unless set forth in writing and signed and dated by both parties hereto subsequent to
the execution of this Agreement.

I. This Agreement shall be construed in accordance with the laws of the State of California
in effect at the time of the execution of this Agreement. Should either party institute legal
action to enforce any obligation contained herein, it is agreed that the proper venue of
such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Poway Unified School District, agree to all the conditions of this
Internship Contract Agreement as outlined above, to be effective on March 1, 2018, and
continuing until February 28, 2020 (2-year maximum). This agreement may be terminated and
the provisions of this agreement may be altered, changed or amended by mutual consent of
both parties upon sixty (60) days written notice.
### SIGNATURES:

**DISTRICT REPRESENTATIVES:**

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<th>Signature:</th>
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<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>Superintendent</td>
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<table>
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<tr>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Title:</td>
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</tr>
<tr>
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**UNIVERSITY:**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Phillip L. Doolittle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Executive Vice Chancellor of Finance and Administration and Chief Financial Officer</td>
</tr>
<tr>
<td>Date:</td>
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<table>
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<tr>
<th>Signature:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Dr. Christine Zeppos</td>
</tr>
<tr>
<td>Title:</td>
<td>Dean, School of Education</td>
</tr>
<tr>
<td>Date:</td>
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</table>
APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.

2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).

3) **Pre-Service Requirement.**
   (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.

   (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.

4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
   (a) Provisions for an annual evaluation of the intern.
   (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
   (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
   (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
(5) **Supervision of Interns.**
(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
(a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
   • Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
   • Techniques to address learning differences, including working with students with special needs
   • Techniques to address working with English learners to provide access to the curriculum
   • Reading instruction in accord with state standards
   • Assessment of student progress based on the state content and performance standards
   • Classroom management techniques
   • Methods of teaching the subject fields

(b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.

(c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
(d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

(9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).

(10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.

(11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.

(12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).
APPENDIX B
Support and Supervision Activities

<table>
<thead>
<tr>
<th>Potential Support &amp; Supervision Activities to be Provided by the District</th>
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<tbody>
<tr>
<td>Demonstration Lessons and/or Co-teaching activities with mentor</td>
</tr>
<tr>
<td>Classroom Observations and Coaching*</td>
</tr>
<tr>
<td>Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)</td>
</tr>
<tr>
<td>Grade Level or Department Meetings related to curriculum, planning, and/or instruction</td>
</tr>
<tr>
<td>New Teacher Orientation</td>
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<tr>
<td>Coaching (not evaluation) from Administrator</td>
</tr>
<tr>
<td>Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*</td>
</tr>
<tr>
<td>Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)</td>
</tr>
<tr>
<td>Review/discuss test results with colleagues (CELDT and standardized tests)*</td>
</tr>
<tr>
<td>Activities/workshops specifically addressing issues in the intern’s classroom—co-attended by intern and mentor(s)</td>
</tr>
<tr>
<td>Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Support &amp; Supervision Activities Provided through the University</th>
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<tbody>
<tr>
<td>Classroom Observations and Coaching*</td>
</tr>
<tr>
<td>Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*</td>
</tr>
<tr>
<td>Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing</td>
</tr>
<tr>
<td>Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*</td>
</tr>
</tbody>
</table>

*May also be used towards the 45-hour EL Support & Supervision Requirement.
TO: BOARD OF EDUCATION
FROM: James Jimenez
Staff Support: Sandra Huezo

MEETING DATE: June 28, 2018
AGENDA ITEM: 5.4(f)

SUBJECT: APPROVAL OF SCHOOL NURSE CLINICAL AFFILIATION AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON

RECOMMENDATION:

Approve the School Nurse Clinical Affiliation Agreement with California State University, Fullerton.

DISCUSSION/PROGRAM:

The purpose of the university agreement applies to School Nurse students who are or will be enrolled in the School Nurse Program through California State University, Fullerton, and who will be serving their clinical training in the district. School Nurse students nominated by either university or the district will be mutually acceptable by both the university and the district, and shall be subject to a mutually acceptable placement within the district. A copy of the Clinical Affiliation Agreement is attached.

LEGAL REFERENCE: Education Code Section 44227

FISCAL IMPACT: N/A

MOVED BY: ____________________ SECONDED BY: ____________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
CLINICAL AFFILIATION AGREEMENT

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called the (“University”) and POWAY UNIFIED SCHOOL DISTRICT, hereinafter called the (“District”). The parties may be referred to collectively as the “Parties” and singularly as a “Party”.

A. University is an institution of higher learning authorized pursuant to California law to offer fully accredited health science programs and to maintain classes and such programs at District for the purpose of providing clinical training for students in such classes.

B. District operates clinical facility which is suitable for University’s Clinical training programs offered in BSN; School Nurse credential; MSN: Leadership, Women’s Health Care, School Nursing, Nurse Educator, FNP Concentrations; and DNP. (“Program” or “Programs”).

C. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at District.

D. The parties will both benefit by making a Program available to University students at District.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.

B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY’S RESPONSIBILITIES

A. Academic Responsibility. University shall develop the curriculum of the Programs and shall be responsible for offering health care education programs eligible, if necessary, for accreditation and approval by any state board or agency.

B. Schedule of Assignments. University shall notify District’s Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Orientation Program. University shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at District.
D. **Records.** University shall maintain all personnel records for its staff and all attendance academic records for its students participating in the Programs. University shall implement and maintain an evaluation process of the students' progress throughout the Programs.

E. **Discipline.** University shall be responsible for counseling, controlling and disciplining students.

F. **Health Clearance.** University shall inform students of the students' need to comply with District's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, University shall inform students of the students' need to comply with District's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

G. **Student Responsibilities.** University shall notify students in the Program that they are responsible for:

1) Complying with District's clinical and administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;

2) Arranging for their own transportation and living arrangements if not provided by University;

3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;

4) Maintaining the confidentiality of patient information:
   a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
   b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by District that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations;
   c) District shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with District's dress code and wearing name badges identifying themselves as students;

6) Attending an orientation to be provided by their University instructors;

7) Notifying District immediately of any violation of state or federal laws by any student; and
8) Providing services to District’s patients only under the direct supervision of the University faculty and/or District’s professional staff.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, Workers’ Compensation and any other insurance or benefits of any kind for University’s employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or District.

I. Background Checks. If required by District, ensure that students complete any background check required by District and submit such results to District for review and approval.

J. Workers’ Compensation. University will at its cost provide students with Workers’ Compensation coverage while students are participating in District’s clinical training program.

III. DISTRICT’S RESPONSIBILITIES

A. Clinical Experience. District shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with clinical experience during the agreed upon dates and times (for pre-licensure students, the University faculty will be supervising the students).

B. Implementation of Programs. District agrees to cooperate with and assist in the planning and implementation of the Programs at District for the benefit of students from University.

C. Orientation Program for University Instructors. District shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.C and II.G.6) above.

D. Access to Facilities. District shall permit students enrolled in the Program access to District facilities as appropriate and necessary for their Program, provided that the students’ presence shall not interfere with District’s activities.

E. Records and Evaluations. University shall maintain complete records and reports on each student’s performance and District staff shall provide input on student performance to University as requested (Only faculty can evaluate student performance for grading; District staff provide input on student performance at the prelicensure level).

F. Withdrawal of Students. District may request that University withdraw from the program any student who District determines is not performing satisfactorily, refuses to follow District’s administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for District’s request. University shall comply with the written request within five (5) days after actually receiving it.

G. Emergency Health Care/First Aid. District shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by District
shall be billed to the student at District’s normal billing rate for private-pay patients. Except as
provided in this paragraph, District shall have no obligation to furnish medical or surgical
care to any student.

H. Student Supervision. In the absence of University faculty, District shall permit students to
perform services for patients only when under the supervision of a registered, licensed, or certified
clinician/professional on District’s staff. Such clinicians or professionals are to be certified or
licensed in the discipline in which supervision is provided. Students shall train (students train vs.
work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service
educational programs at the discretion of their University faculty and/or District-designated
supervisors. Students are to be regarded as trainees, not employees, and are not to replace
District’s staff.

I. District’s Confidentiality Policies. As trainees, students shall be considered members of
District’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103,
and shall be subject to District’s policies respecting confidentiality of medical information. In
order to ensure that students comply with such policies, District shall provide students with
substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected
without discrimination on account of race, color, religion, national origin, ancestry, disability, marital
status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND DISTRICT

The parties expressly understand and agree that the students enrolled in the Program are in attendance
for educational purposes, and such students are not considered employees of either District or University
for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or
Workers’ Compensation insurance. Students are, however, considered members of District’s “workforce”
for purposes of HIPAA compliance.

VI. INSURANCE

A. University Insurance. The State of California has elected to be self-insured for its
general liability, worker’s compensation, professional liability, motor vehicle liability, and
property exposures through an annual appropriation from the General Fund. As a State agency,
the California State University, Office of the Chancellor, the Trustees, and its system of campuses
are included in this self-insured program.

The Office of Risk Management in the Chancellor’s Office administers the general liability,
workers’ compensation, property, and professional liability programs. The State Office of Risk
and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the
Government Code) are insured for any tort liability that may develop through carrying out official
activities, including state official operations on non-state owned property. Should any claims arise
by reason of such operations or under an official contract or license agreement, they should be
referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th
Floor, Long Beach, CA 90802-4210.
B. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a “claims-made” basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU.

Coverage includes General, Professional, & Educator’s Errors and Omissions Liability. Coverage limits are two million ($2,000,000) each loss and four million ($4,000,000) aggregate for all Covered Parties, and not per student. A party to whom the University is obligated by written agreement to provide such coverage are included as additional insureds.

C. District Insurance. District shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A VII or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers’ compensation and disability coverage for its employees as required by law. District shall provide University with evidence of the insurance coverage required by this paragraph. District shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

D. Each Party has the right to request, and agrees to provide upon request, documentation of such coverage(s), to include naming each Party as additional insured.

VII. INDEMNIFICATION.

A. The University agrees to defend all claims of loss, indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

B. The District agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, agents or volunteers in the performance of this Agreement.
VIII. TERM AND TERMINATION

A. Term. This term of this Agreement shall be effective upon execution and shall continue for three (3) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by written agreement or upon 30 days’ advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph H, to the extent it provides that students are members of District’s “workforce” for purposes of HIPAA; Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Electronic Signatures. This Agreement may be executed by facsimile or scanned signature of any party hereto, it being agreed that the facsimile or scanned signature of any party hereto shall be deemed an original for all purposes.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.
TO UNIVERSITY:
California State University, Fullerton
Contracts & Procurement
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831
Attn: Karen Pearson, Buyer II

TO DISTRICT:
Poway Unified School District
15250 Avenue of Science
San Diego, CA 92128-3406
Attn: Agnes Chow

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

CALIFORNIA STATE UNIVERSITY FULLERTON
By: ___________________________
Name: Karen Pearson
Title: Buyer II
Date: __________________________

POWAY UNIFIED SCHOOL DISTRICT
By: ___________________________
Name: _________________________
Title: _________________________
Date: _________________________
TO: BOARD OF EDUCATION
FROM: James Jimenez
Staff Support: David Hall
AGENDA ITEM: 5.4(g)
MEETING DATE: June 28, 2018

SUBJECT: APPROVAL OF SPEECH LANGUAGE PATHOLOGY AND AUDIOLOGY CLINICAL PRACTICUM AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

RECOMMENDATION:

Approve the Speech Language Pathology and Audiology Clinical Practicum Agreement with California State University, Northridge.

DISCUSSION/PROGRAM:

The purpose of the university agreement applies to Speech Language Pathology and Audiology students who are or will be enrolled in the Speech Language Pathology and Audiology Program through California State University, Northridge, and who will be serving their clinical training in the district. Speech Language Pathology and Audiology students nominated by either university or the district will be mutually acceptable by both the university and the district, and shall be subject to a mutually acceptable placement within the district. A copy of the Clinical Practicum Agreement is attached.

LEGAL REFERENCE: Education Code Section 44227

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
CLINICAL PRACTICUM AGREEMENT

This Agreement is between Poway Unified School District ("Clinical Site") and The Trustees of the California State University on behalf of California State University, Northridge ("University"). and is effective as of

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a Master of Science Degree in the field of Speech Language Pathology and Audiology. The graduate program’s accreditation is under the standards of the Western Association of Schools and Colleges; and, the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA).

C. The purpose of this agreement is to provide the graduate training for the Master of Science degree and/or Speech Language Pathology Assistant in Communication Disorders and Sciences, emphasis in Speech-Language Pathology and Audiology. The parties will both benefit by making a clinical training program ("Program") available to University students at Clinical Site.

The parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student’s name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department’s faculty or University’s Clinical Director or University’s Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site’s Program Supervisor through the term of this agreement in order to assist in the education of the student.
D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

1) Complying with Clinical Site’s clinical and administrative policies, procedures, rules and regulations;

2) Arranging for his/her own transportation and living arrangements;

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;

4) Maintaining the confidentiality of patient information.

   a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

   b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations.

   c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Clinical Site’s dress code and wearing name badges identifying themselves as students.

6) Insurance requirements. See Section 5, Paragraph B.
F. **Payroll Taxes and Withholdings.** University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. **CLINICAL SITE RESPONSIBILITIES**

A. **Clinical Experience.** Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the BOP requirement and any state licensure laws, as applicable.

B. **Records and Evaluations.** Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. **Withdrawal of Students.** Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. **Emergency Health Care/First Aid.** Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. **Clinical Site's Confidentiality Policies.** As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. **Clinical Supervisor Requirements.** Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:
1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.

2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.

3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University’s Distance Learning Clinical Director.

4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers’ compensation insurance. Students are considered members of Clinical Site’s “workforce” for purposes of HIPAA compliance.

V. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University’s employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers’ compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days’ notice of cancellation to Clinical Site. University shall provide Clinical Site with evidence of the insurance required under this paragraph upon request of the Clinical Site. University shall promptly notify Clinical Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
B. **Student Insurance.** School shall require that during the term of each student’s clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than $1 million each claim, $3 million policy aggregate, on a claim made basis including three (3) years extended reporting period. In addition, University shall require that student procures and maintains in force health insurance coverage throughout the term of the student’s clinical practica at the Clinical Site.

C. **Clinical Site Insurance.** Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers’ compensation and disability coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days’ notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VI. **INDEMNIFICATION.**

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University’s sole negligence, or in proportion to the University’s comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site’s sole negligence, or in proportion to the Clinical Site’s comparative fault.

VII. **TERM AND TERMINATION**

A. **Term.** This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. **Renewal.** This Agreement may be renewed by mutual agreement.
C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site’s “workforce” for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney’s Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Pediatric Placements. All pediatric placement contracts will incorporate Exhibit A as part of this agreement.
IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY
California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

Phone: 818-677-7130
Email: Suellen.martensson@csun.edu
Signature By: __________________________

Name: Suellen J. Martensson
Title: Buyer III, Purchasing & Contract Administration
Date: __________________________

CLINICAL SITE
Print Name of Site
Print Street Address
Print City and State
Phone #: _____________
E-Mail _____________
Signature By: __________________________

Print Name: __________________________
Print Title: __________________________
Date: __________________________
TO:  BOARD OF EDUCATION  MEETING DATE:  June 28, 2018
FROM:  James Jimenez  AGENDA ITEM:  5.4(h)
Staff Support: Sandra Huezo

SUBJECT:  APPROVAL OF INTERNSHIP AGREEMENT WITH ALLIANT INTERNATIONAL UNIVERSITY

RECOMMENDATION:

Approve the Internship Agreement with Alliant International University.

DISCUSSION/PROGRAM:

Poway Unified School District will be entering into an agreement with Alliant International University to create a limited teacher internship program. The purpose of the internship program is to provide the appropriate class work and student teaching supervision for teacher credential candidates. The internship program would provide us the opportunity to hire a Filipino Language teacher who is in the final stages of completing credential requirements.

The typical teacher coming to us already enrolled in a credentialing program or having passed subject matter competence.

The Alliant International University Internship program can be utilized to fulfill the necessary components of the credential. Once certified and enrolled in the Alliant International University internship program, the credential candidate can be assigned to a school as an intern teacher.

Essentially the Alliant International University program provides appropriate coursework, supervision of student teaching experiences, and training and monitoring of teachers in learning the educational process for special education students.

Poway Unified School District in turn is responsible for providing an appropriately credentialed mentor teacher, workshops and training, staff development in standards and frameworks, health insurance, workers compensation, and salary (Emergency Permit Salary Schedule). A copy of the Internship Agreement is attached.

LEGAL REFERENCE:  Education Code Section 44227

FISCAL IMPACT:  N/A

MOVED BY:  _________________________  SECONDED BY:  _________________________

VOTE:  Beatty ___  O’Connor-Ratcliff ___  Patel ___  Sellers ___  Zane ___  Student Preferential Vote:  Mishra ___
MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION
And
POWAY UNIFIED SCHOOL DISTRICT

Alliant International University, Inc. A California Benefit Corporation ("University") and Poway Unified School District ("District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Interns who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either Alliant International University or the District shall be mutually acceptable by both Alliant International University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective January 1, 2018 for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any intern who has been placed with the district prior to the effective date of termination.

Alliant International University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Intern services or responsibilities.

2. Each Candidate shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.

3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.

4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.

5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by Alliant International University personnel, including but not limited to the University faculty and the University field supervisor as directed by California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate teacher interns at least six times during a semester and allocate time with each intern after each visit to discuss the observation.
7. University Supervisors will meet with District Support Providers at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.

8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

**Poway Unified School District agrees and certifies that:**

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.

2. The Intern's services shall meet the instructional or service needs of the District.

3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .50 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.

4. No appointment shall be made unless the prospective employee provides proof of fingerprint clearance or photocopy of California teaching permit, and verification that he or she is free from tuberculosis.

5. No Intern shall displace any fully credentialed employee in the District.

6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by California Commission on Teacher Credentialing Standards.

7. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).

8. The Intern's salary shall not be reduced to pay for the supervision of that Intern.

9. The Intern will apply to the California School of Education at Alliant International University for the Intern Credential within the first semester of coursework.

10. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.

11. The District Support Provider will observe and evaluate each intern teacher at least one time during a term (4 times in an academic year) and allocate time with each intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.

12. District Site Support Providers must hold credentials in the same areas as the interns they support and/or hold an Administrative Services Credential.

13. All intern teachers and student teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must comprise of ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the district understands that for each percentage point below that threshold, the candidate will be
required to observe for two full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title I school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

14. District Intern Support Providers, District Induction Support Providers (Education Specialist Clear Credential), and master teachers must have a minimum of three years teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master’s degree or equivalent. The district confirms that its Intern Support Providers and Induction Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Poway Unified School District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc. or utilize a program of self-insurance in the minimum amounts of $1,000,000 combined single limit, $3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Alliant International University does not furnish workers’ compensation for students participating in this program. It is understood that Student Teachers are not employees of the Poway Unified School District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers’ compensation and employer’s liability for students who are participating in its program.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION

Alliant International University, Inc. shall hold harmless, defend and indemnify Poway Unified School District and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys’ fees), or causes of action arising from any negligent act or omission or willful misconduct of Alliant International University, Inc., its officers, employees, or student teachers incurred in the performance of this Agreement.

Poway Unified School District shall hold harmless, defend and indemnify Alliant International University and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys’ fees), or causes of action arising from any negligent act or omission or willful misconduct of Poway Unified School District, its officers, employees, or agents incurred in the performance of this Agreement.
Alliant International University:

Andy Vaughn, President
Alliant International University

Date

Dr. Mary Oling-Sisay, Dean
California School of Education
Alliant International University

Date

Poway Unified School District:

Poway Unified School District

Date
TO: BOARD OF EDUCATION

FROM: James Jimenez
Staff Support: Sandra Huezo

MEETING DATE: June 28, 2018

AGENDA ITEM: 5.4(i)

SUBJECT: APPROVAL STUDENT TEACHING AGREEMENTS WITH AZUSA PACIFIC UNIVERSITY, GRAND CANYON UNIVERSITY AND SAN DIEGO STATE UNIVERSITY

RECOMMENDATION:

Approve the agreements for student teaching education in the Azusa Pacific University, Grand Canyon and San Diego State University.

DISCUSSION/PROGRAM:

The purpose of the university agreements applies to Practicum Students and Student Teachers who are or will be enrolled in the Teacher Credential Program, and Practicum Students who are or will be enrolled in teacher education programs, through Azusa Pacific University, Grand Canyon University and San Diego State University, and who will be serving their Practicum in the district. Student teachers nominated by either university or the district shall be mutually acceptable by both the University and the district, and shall be subject to a mutually acceptable placement within the district. Copies of the respective student teaching agreements are attached.

LEGAL REFERENCE: Education Code Section 44227

FISCAL IMPACT: N/A
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between Azusa Pacific University, hereinafter called the UNIVERSITY and Poway Unified School District, hereinafter called the DISTRICT:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University’s candidates at the District’s facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. Term. The term of this agreement shall commence on September 30, 2018 and terminate on June 30, 2023.

2. Termination. Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. Amendments. The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. Execution. This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.
5. Insurance.

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. It is understood and agreed that District will utilize a program of self-insurance to satisfy the requirements of this section.

e. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. **Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate’s Place of Employment:** If the University’s candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University’s candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University’s candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. **Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate’s Place of Employment:** If the University’s candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University’s candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates’ field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates’ activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. **Candidates Participating in Paid K-12 Educational Field Experience:** If the University’s candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience,
the University’s candidates do not thereby become employees of the District, and
the University shall be responsible for providing insurance coverage for such
candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District
shall be responsible for issuing a Form 1099 reporting the stipend to the Internal
Revenue Service. If, however, the University’s candidates are paid by the District
for their services, then they become employees of the District, and the District is
responsible for all employee obligations and for insuring the activities of such
candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality.**

   a. All verbal and written information exchanges, as well as proprietary information relating to
      business practices, procedures or methods of the District or the project shall remain strictly
      confidential and shall not be disclosed without consent of the District. The University
      agrees to notify candidates that they are responsible for respecting and maintaining the
      confidentiality of all information with respect to all students of the District.

   b. The University and the District agree to comply with the Family Educational Rights and
      Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of
      the Department of Education to the end that the rights and privacy of the students enrolled
      in the District and of their parents are not violated or invaded. This assurance is given to
      obtain access to individual student data for the purpose of using said data to fulfill
      assignments or contractual obligations with the District. The provisions of the Family
      Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a)
      no identification of students or their parent(s)/guardian(s) by persons other than
      representatives of the University and required persons performing activities mandated by
      the California Department of Education, California Commission on Teacher Credentialing
      (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer
      needed for the purpose(s) for which they were obtained; (c) no access to individual student
      data shall be granted by the University to any other persons, agency, or organization
      without the written consent of the pupil’s parent/guardian, except for sharing with other
      persons within the District or representatives of the University, so long as those persons
      have a legitimate interest in the information; (d) the District will not disclose the candidate
      records of the University’s candidates except to University and District officials who have a
      legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among
   candidates covered by this agreement on the basis of race, color, religion, national origin, gender,
   age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation
   for candidates between the University and the District school. Each candidate shall be responsible
   for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration,
   operation, maintenance and management of the District and its schools, and the University’s
   candidates while they are in residence at the District. Subject thereto, the University shall exercise
   control and supervision over the operation, curriculum, faculty and candidates of the University
   within the prescribed framework.
10. Indemnification.

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate’s clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate’s clinical training.

11. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. The candidate is not required to teach whole class lessons independently but is encouraged to aid the teacher, if asked. The candidate may be required to observe in a variety of settings to meet course expectations and will document 15 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California’s adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short disposition rating scale on the candidate's disposition and performance during the field experience hours.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement, (b) possessing a valid certificate of clearance, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience embedded course. Assignments directly related to the candidate’s field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.
TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University.

The University shall provide district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District shall provide teaching experience through student teaching in schools and classes of the district for candidates who are assigned by the University to student teaching in schools or classes of the District. Classrooms where candidates complete students teaching must include K-12 students who are English Learners; on an IEP, 504 Plan or GATE; and students from underserved groups. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University recognizes for the purposes of implementing the video requirement for the Teaching Performance Assessment (TPA), the University places candidates only where the candidate is able to record his/her teaching with K-12 students. The University requires candidates to affirm that the candidate has followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow candidates to complete the Teaching Performance Assessment (TPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment.

The District may, for good cause, refuse to accept for student teaching any candidate of the University assigned to student teaching in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any candidate of the University to student teaching in the District.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement, (b) demonstrating Subject Matter Competence (or 4/5 of Subject Matter Competence for Undergraduates in an approved Subject Matter Preparation Program), (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment.
“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks including all duties normally performed by a teacher. The 16 weeks aligns with the University’s Fall and Spring semesters.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars ($200) for each full-time student teacher.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars ($200) for each full-time student teacher.

At the elementary level a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars ($100) for each full-time student teacher.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester; a Fall semester to be approximately end of August to beginning of December and a spring semester to be approximately the beginning of January to beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

**TEACHER EDUCATION INTERN TEACHING**

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential. The Intern candidate’s services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets with the District’s contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the intern throughout the internship teaching
year(s). The District agrees to provide to the University the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The District must ensure sufficient resources are provided including the identification of protected time for district provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) California Basic Skills requirement, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a university supervisor to support the intern who will work cooperatively with the district personnel designated above. The university supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern candidate, which will include an annual evaluation. For interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The university will make available description of the courses to be completed by the intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern candidate each school year. Intern students without an EL authorization are required to receive 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern’s classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors,
seminars, peer/faculty support; classroom observations and coaching; intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This individual must have an EL authorization.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

**SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM**

The District agrees to appoint a staff member as District Representative to administer the District’s responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate’s field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during field experience; (e) advise the University of any changes in its personnel, operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.
The District shall evaluate the performance of assigned candidates on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. The completed evaluation will be forwarded to the University promptly upon conclusion of each candidate’s field experience. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate’s field experience, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health of performance is a detriment to any patient’s well-being or to achievement of the stated objectives of the candidate’s field experience. Prior to such termination, the District shall notify the University’s Coordinator of Field Education.

The University agrees to appoint a staff member as Coordinator of Field Education to administer the University’s responsibilities related to the Program and oversee the candidates’ field experience at the District. The Coordinator of Field Education shall be responsible for on-going communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CCTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate’s name, level of academic preparation, and length and date of the field experiences. The university shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University’s group professional liability insurance as required by the terms of this agreement.

The University agrees to orient the candidates to the District’s requirements for acceptance, and to have assigned candidates provide, prior to commencement of their field assignments, any of the following information as may be required by the District to determine whether the candidates meet the District’s requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the candidate is not a sexual offender or listed in any child abuse registry, or confirmation that the candidate is not on an OIG or GSA exclusion list; and (iii) drug screening.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.

The University agrees to supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by the District.
The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

**SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN**

The Intern School Counselor or School Psychologist is authorized to assume the functions that are authorized by the Pupil Personnel Services School Counseling or School Psychology Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of passing the CBEST exam.

The University shall provide a supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The District shall authorize an appropriately credentialed School Counselor or School Psychologist to supervise the Intern School Counselor or School Psychologist.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

**ADMINISTRATIVE SERVICES PRELIMINARY FIELD EXPERIENCE**

The Administrative Services Preliminary Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate’s mentor as well as from the university fieldwork supervisor and course instructors, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to select a site for the candidate that is conducive to learning the skills of educational and instructional leadership and designate a certified administrator at the candidate’s site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate’s performance in collaborative efforts with the university supervisor. The selected site shall provide opportunities for the candidate to experience responsibilities that are closely related to the job performance requirements of administrators. The designated certified administrator providing supervision shall review and provide input into the Administrative Services Preliminary Credential Program fieldwork materials, activities,
assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate’s progress and professional development needs; and participate in the assessment of the candidate’s performance on an ongoing basis.

The District recognizes the importance of facilitating placements that allow candidates to complete the California Administrator Performance Assessment (CalAPA), and has necessary policies and procedures in place related to the appropriate use of video recording to demonstrate evidence of leadership practice.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

ADMINISTRATIVE SERVICES INTERN

The Intern administrator is authorized to assume the functions that are authorized by the Administrative Services Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) holding an appropriate clear or life teaching or services prerequisite credential, (b) passing the CBEST exam, and (c) have five years of successful teaching or appropriate service experience.

The University shall provide a supervisor to work cooperatively with the Intern administrator and site supervisor.

The District shall authorize an on-site administrator to supervise the Intern administrator.

The District shall ensure no Intern administrator will have his/her salary reduced by more than one-eighth of the total contracted administrative pay to cover costs of site supervision. The salary of the Intern administrator shall not be less than the minimum base salary paid regularly certificated administrative personnel in similar positions.

The District agrees that the Intern administrator will remain a management employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern administrator does not displace other certificated administrative employees in the District.
ADMINISTRATIVE SERVICES CLEAR FIELD EXPERIENCE

The Administrative Services Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate’s mentor as well as from the university fieldwork supervisor, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to designate a certified administrator at the candidate’s site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate’s performance in collaborative efforts with the university supervisor. The designated certified administrator providing supervision shall review and provide input into the Clear Administrative Services Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate’s progress and professional development needs; and participate in the assessment of the candidate’s performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By
Name: Rebekah Harris
Title: Assistant Dean of Accreditation and Assessment
Date:

Azusa Pacific University
School of Education
P.O. Box 7000
Azusa, CA 91702

By
Name:
Title:
Date:

Poway Unified School District
Student Teaching Affiliation Agreement
Between
Grand Canyon University
And
Poway Unified School District

1. **Parties:** This agreement is entered into on this 24th day of May by and between Grand Canyon University and **Poway Unified School District** located at **15250 Avenue of Science, San Diego, CA 92128.** Hereafter referred to as the “District.”

2. **Purpose:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.

3. **Term:** The term of this Agreement begins 5/24/18 and ends 6/30/19.

4. **Compliance with Handbook and Policy:** Grand Canyon University and Grand Canyon University’s participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University’s student teaching manual. Failure to complete the requirements will result in non-placement of students.

5. **Cooperating Teachers:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to Grand Canyon University’s participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. Grand Canyon University shall pay a $500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and Grand Canyon University shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **Confidentiality:** Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about Grand Canyon University to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.

7. **Indemnification and Hold Harmless:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

UNIVERSITY shall hold harmless, defend and indemnify DISTRICT and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from any negligent or willful act of COLLEGE/UNIVERSITY, its officers, employees, or student teachers incurred in the performance of this Agreement.

DISTRICT shall hold harmless, defend and indemnify COLLEGE/UNIVERSITY and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from any negligent or willful act of DISTRICT, its officers, employees, or agents incurred in the performance of this Agreement.

8. **Assignment:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

9. **Notices:** Notices under this agreement shall be mailed or delivered to the parties as follows:

   **University**
   Dr. Kimberly LaPrade
   Dean, College of Education
   Grand Canyon University
   3300 West Camelback Road
   Phoenix, Arizona. 80517

   **District**
   Poway Unified School District

10. **Modification of Agreement:** This agreement may be modified only by written amendment executed by all parties.
11. **Termination**: Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.

12. **Partnership/Joint Venture/Employment**: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

13. **Nondiscrimination**: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **Responsibilities of Grand Canyon University**

   A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

   B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

   C. Grand Canyon University requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.

   D. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

      i. Commercial General Liability (Minimum Requirements):

      Limits of Liability:
$1,000,000 Combined Single Limit
$2,000,000 General Aggregate
$1,000,000 Products Aggregate
$1,000,000 Personal Injury
$5,000 Medical Payments

Coverage:
Premises/Operation Liability

Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

$1,000,000 each wrongful act
$1,000,000 aggregate

iii. Certificates of Insurance:

E. GRAND CANYON UNIVERSITY shall provide and maintain commercial
general liability insurance acceptable to the DISTRICT in the minimum
amounts of $1,000,000 combined single limit, $3,000,000 general aggregate
and shall furnish proof thereof in the form of a certificate of insurance within
30 days of the effective date of this Agreement.

POWAY UNIFIED SCHOOL DISTRICT shall provide and maintain a
program of self-insurance in the minimum amounts of $1,000,000 combined
single limit, $3,000,000 general aggregate and upon request shall furnish
proof thereof in the form of a certificate of insurance within 30 days of the
effective date of this Agreement.

The DISTRICT does not furnish workers’ compensation insurance for
students participating in this program. It is understood that student
teachers/interns are not employees of the DISTRICT.
COLLEGE/UNIVERSITY, at its discretion, may maintain at its sole expense
workers’ compensation and employers liability for students who are
participating in this program.
In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade
(Signature)

By: ____________________________
(Signature)

Name Dr. Kimberly LaPrade
(Please print or type)

Name: __________________________
(Please print or type)

Title: Dean, College of Education

Title: __________________________

Date: 5/24/18

Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University

Date: __________________________
STUDENT TEACHING AGREEMENT

This Agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the School District, noted below, hereinafter called the "District";

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The University and the District are as follows:

SAN DIEGO STATE UNIVERSITY;

POWAY UNIFIED SCHOOL DISTRICT of SAN DIEGO COUNTY;

THE TERM of the Agreement is from JULY 1, 2017 to JUNE 30, 2020.

The SERVICES to be provided by District to University shall include 480 Semester Units of Practice Teaching or _______ Quarter Units of Practice Teaching.

The University shall pay District for such services at the RATE AND AMOUNT of $16.67 per quarter unit, and $25.00 per semester unit.

This Agreement may be increased/decreased by written approval from the University.
GENERAL TERMS

1. The District shall provide University students practice teaching experience in schools/classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teach is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the University, the District shall submit an invoice to the University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.
The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

STATE OF CALIFORNIA
Trustees of The California State University

Michelle Tanner, Buyer II Lead Date

SCHOOL DISTRICT

Signature Date

Name (Please print)

Title (Superintendent or Designee)

School District

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on ____________, 20_____.

(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of California State University, whereby the University may assign students to the Schools in the School District for practice teaching, be approved, and the District is hereby authorized to execute the same."

District

County

Signature Date
(Clerk or Secretary of the Governing Board of the School District)

Name (Please print)

INTERNAL NOTES:

44001-000-66045-0000-1006-2401-0000 (2017/2018) $4,000.00
44001-000-66045-0000-1006-2401-0000 (2018/2019) $4,000.00
44001-000-66045-0000-1006-2401-0000 (2019/2020) $4,000.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK
General Provisions

Indemnification
The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance
The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with $1,000,000.00 minimum limit for each Occurrence and minimum limit of $2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are $2,000,000.00 for each Loss and $4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students
Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law
All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

Assignments
Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.

Agreement Alterations & Integration
No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement
Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival
Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability
If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement
This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: James Jimenez  AGENDA ITEM: 5.4(j)
Staff Support: Corrie Amador

SUBJECT: APPROVAL OF REVISIONS TO SALARY SCHEDULES FOLLOWING APPROVED RATE INCREASE

RECOMMENDATION:

Approval of the Classified, Confidential, Supervisory, and Management salary schedules reflecting a 2.5% rate increase effective July 1, 2018, as presented.

DISCUSSION/PROGRAM:

The salary schedules for Poway School Employees Association Unit I and II, the Confidential group, the Supervisory group, and Management have been revised to reflect the recent action by the Board of Education to approve a 2.5% rate increase effective July 1, 2018. The schedules are presented for action in compliance with CalPERS requirements.

Classified
- Salary schedules for the Poway School Employees Association Unit II Operations Support Services, indicate Revised Date July 1, 2018.
- Salary schedule for the Poway School Employees Association Unit I Office Technical Business Services/Paraprofessional Non-Employer Paid Member Contribution (EPMC), indicate “Hired on or after January 1, 2013,” Revised Date July 1, 2018.
- Salary schedules for the Poway School Employees Association Unit I Office Technical Business Services/Paraprofessional Employer Paid Member Contribution (EPMC), indicate “Hired prior to January 1, 2013,” Revised Date July 1, 2018.

Confidential
- Indicate Revised Date July 1, 2018.

Supervisory
- Indicate Revised Date July 1, 2018.

Management
- Indicate Revised Date July 1, 2018.

LEGAL REFERENCE: Government Code Section 20636.1
California Code of Regulations Section 570.5

FISCAL IMPACT: Within the approved budget

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___  O’CONNOR-RATCLIFF ___  Patel ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE: Mishra ___
### Salary Schedule - Effective 07/01/18

#### Job Classification

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Pay Range</th>
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<tbody>
<tr>
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<td><strong>GROUNDS</strong></td>
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<td>Sprinkler Repair Technician I</td>
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<td>Locksmith</td>
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<th>Job Classification</th>
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<td>The following long-service increments shall apply:</td>
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<tr>
<td>1.5% increase after seven and a half (7.5) years of service</td>
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<td>3.0% after ten (10) years of service</td>
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<td>4.5% after twelve and a half (12.5) years of service</td>
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<td>6.0% after fifteen (15) years of service</td>
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<td>7.5% after seventeen and a half (17.5) years of service</td>
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<td>9.0% after twenty (20) years of service</td>
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<td>10.5% after twenty-two and a half (22.5) years of service</td>
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<td>12.0% after twenty-five (25) years of service</td>
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<td>13.5% after twenty-seven and a half (27.5) years of service</td>
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<td>15.0% after thirty (30) years of service</td>
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### Personnel Services

#### Section 4.316 - Office, Technical, Business Services

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**Date:** 06/28/18  
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<tr>
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<td>School Administrative Specialist II</td>
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<td>School Administrative Assistant - High School</td>
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<td>School Administrative Assistant - Middle School</td>
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<td>Administrative Assistant II</td>
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<td>School Administrative Specialist I</td>
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<td>Categorical/Grant Programs Administrative Specialist</td>
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<td>Lead ROP/AE Office Specialist</td>
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<td>Nutrition Specialist</td>
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#### HEALTH SERVICES

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<td>Physical Therapist</td>
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<td>Speech Language Pathology Assistant</td>
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<td>Student Health Care Specialist</td>
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#### HUMAN RESOURCES

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<td>Workers Compensation Specialist</td>
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#### PARAPROFESSIONAL

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#### SCHOOL COMMUNITY INTERFACE

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<td>Transportation Assistant/Scheduler</td>
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<td>Career Guidance Technician II - High School</td>
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<td>Data and Assessment Technician</td>
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- 3.0% after ten (10) years of service
- 4.5% after twelve and a half (12.5) years of service
- 6.0% after fifteen (15) years of service
- 7.5% after seventeen and a half (17.5) years of service
- 9.0% after twenty (20) years of service
- 10.5% after twenty-two and a half (22.5) years of service
- 12.0% after twenty-five (25) years of service
- 13.5% after twenty-seven and a half (27.5) years of service
- 15.0% after thirty (30) years of service

The following longevity increments shall apply:
- 1.5% increase after seven and a half (7.5) years of service
- 3.0% after ten (10) years of service
- 4.5% after twelve and a half (12.5) years of service
- 6.0% after fifteen (15) years of service
- 7.5% after seventeen and a half (17.5) years of service
- 9.0% after twenty (20) years of service
- 10.5% after twenty-two and a half (22.5) years of service
- 12.0% after twenty-five (25) years of service
- 13.5% after twenty-seven and a half (27.5) years of service
- 15.0% after thirty (30) years of service
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# Personnel Services

## Classified Personnel

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<td>The following longevity increments shall apply:</td>
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<tr>
<td>4.5% after twelve and a half (12.5) years of service</td>
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<tr>
<td>3.0% after ten (10) years of service</td>
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<tr>
<td>1.5% increase after seven and a half (7.5) years of service</td>
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<tr>
<td>15.0% after thirty (30) years of service</td>
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<tr>
<td>12.0% after twenty-five (25) years of service</td>
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<td>9.0% after twenty (20) years of service</td>
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<td>7.5% after seventeen (17) years of service</td>
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<td>6.0% after fifteen (15) years of service</td>
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<tr>
<td>4.5% after twelve (12) years of service</td>
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<td>3.0% after ten (10) years of service</td>
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<td>15.0% after thirty (30) years of service</td>
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## Fiscal

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<td>Workers Compensation Specialist</td>
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## Pay Range

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<td>High School Registrar</td>
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<td>Transportation Assistant/Scheduler</td>
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<td>Career Guidance Technician II - High School</td>
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<tr>
<td>Counseling Assistant - Middle School</td>
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<td>Data and Assessment Technician</td>
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The following long-service increments shall apply:
2-1/2 % Increase at the conclusion of ten (10) years of service
2-1/2 % Increase at the conclusion of fifteen (15) years of service
2-1/2 % Increase at the conclusion of twenty (20) years of service
2-1/2 % Increase at the conclusion of twenty-five (25) years of service
### 4.3 CLASSIFIED PERSONNEL

#### 4.3 CLASSIFIED PERSONNEL

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|-----------------------------|-----------------------------|-------------------------------|------------------------------------------|-----------------------------------------------|------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|</p>
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<td>4,801</td>
<td>5,014</td>
<td>5,174</td>
<td>5,334</td>
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</table>

**Longevity Steps**

- 2.5% increase at the conclusion of ten (10) years of service
- 2.5% increase at the conclusion of fifteen (15) years of service
- 2.5% increase at the conclusion of twenty (20) years of service
- 2.5% increase at the conclusion of twenty-five (25) years of service

**Doctoral Stipend**

Effective 1/3/06, Management personnel in possession of an earned doctoral degree or juris doctorate from an accredited college or university will receive an annual stipend of $2,500
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: James Jimenez  AGENDA ITEM: 5.4(k)
Staff Support:

SUBJECT: APPROVAL OF REVISED BOARD POLICY 1312.3
UNIFORM COMPLAINT PROCEDURE

RECOMMENDATION:

It is recommended that the revisions as recommended by the California School Board Association be approved.

DISCUSSION/PROGRAM:

At the November 9, 2017, Board Meeting, Board Policy 1312.3, Uniform Complaint Procedure, was adopted. This policy was revised by the California School Board Association (CSBA) in March, 2018 to reflect new state laws AB 699 and AB 365. Tonight we are presenting the policy with the changes indicated for approval by the Board.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal, may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a) and training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)

(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person
participating any person in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

UNIFORM COMPLAINT PROCEDURES (continued)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)
7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered in Special Education to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment,
intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of
the complainant and/or the subject of the complaint if he/she is different from the complainant,
confidential as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall
refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if
appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and
knowledge of current law and related requirements, including the steps and timelines specified in
this policy and the accompanying administrative regulation.

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

BP 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall maintain records of all UCP complaints and the
investigations of those complaints in accordance with applicable law and district policy. All such records shall be destroyed in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the
specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department
   of Social Services, the County Protective Services Division, and the appropriate law
   enforcement agency.

   (cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall,
   for licensed facilities, be referred to Department of Social Services and shall, for licensing-
   exempt facilities, be referred to the appropriate Child Development regional administrator.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

3. Any complaint alleging employment discrimination investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedures
33380-33384 California Indian Education Centers
35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers
48853-48853.5 Foster youth
48985 Notices in language other than English
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Justice: http://www.justice.gov

EDUCATION CODE
200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
48852-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees
49060-49079 Student records
49069.5 Rights of parents
49190-49590 Child nutrition programs
51210 Courses of study grades 1-6
51221 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52200-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School based program coordination
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54520 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act

PENAL CODE
422.55 Hate crime: definition
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug Free Schools and Communities Act

Legal Reference continued: (see next page)

BP 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)
UNITED STATES CODE, TITLE 20 (continued)
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7327 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability: complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Sexual Violence, April 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice: http://www.justice.gov

Policy
adopted: November 9, 2017
Revised: June 28, 2018

POWAY UNIFIED SCHOOL DISTRICT
San Diego, California
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps
Staff Support:

MEETING DATE: June 28, 2018
AGENDA ITEM: 5.6(a)

SUBJECT: ACCEPTANCE OF GIFTS

RECOMMENDATION:
Accept gifts, and Superintendent write a letter of appreciation to the donor(s).

DISCUSSION/PROGRAM:

<table>
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<tr>
<th>GIFT</th>
<th>DONOR</th>
<th>TO</th>
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<tbody>
<tr>
<td>$875 in Gift Cards</td>
<td>Assistance League of Inland North County</td>
<td>Poway Unified School District Youth in Transition/Homeless Program</td>
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<tr>
<td>2018 Ford Van</td>
<td>Poway High Ag Partners</td>
<td>Poway High School Agriculture Department</td>
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<tr>
<td>$4,000</td>
<td>Chinese Bible Church of San Diego</td>
<td>Westview High School</td>
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<td>$5,500</td>
<td>Poway Chapter of the National Charity League, Inc.</td>
<td>(ASES) After School Education and Safety Homework Club at Valley Elementary School</td>
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LEGAL REFERENCE: California Education Code Section 41032
FISCAL IMPACT: As Listed
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Ron Little  AGENDA ITEM: 6.1
Staff Support: Joy Ramiro

SUBJECT: ADOPTION OF 2018-2019 PROPOSED BUDGET AND APPROVAL OF RELATED CRITERIA AND STANDARDS

RECOMMENDATION:

Approve the 2018-2019 Proposed Budget and Related Criteria and Standards.

DISCUSSION/PROGRAM:

The 2018-2019 Proposed Budget for the Poway Unified School District’s General Fund Combined includes updated financial information from the Governor’s May Revise. Following are the assumptions used in our projections:

- The Local Control Funding Formula (LCFF) is calculated based on the assumptions as proposed in the May Revise. The projected LCFF amount in 2018-2019 for our District is $312,864,305.
- An estimated increase in LCFF of $21.8 million based on 100% funding gap rate in 2018-2019 is included in our budget.
- Unduplicated count of Free and Reduced Meal Program (FRPM), English Learner (EL), and Foster Youth is projected at current pupil count of 9,207. Unduplicated pupil percentage is 23.63%.
- The ADA in 2018-2019 is projected at 35,675.95. ADA ratio to enrollment is 96.8%.

Concurrent with the approval of the final budget, the Criteria and Standards report (Form 01CS) is also presented for review. The District is in compliance with the State’s Criteria and Standards.

Attached for the Board’s review is the Budget Summary Report for the General Fund Combined and Certification that the District will meet its financial obligations. Other Funds Budget Summary Report are also provided in the user-friendly budget book.

The multi-year projection and the Standardized Account Code Structure (SACS) forms for all district funds, including the Criteria and Standards, have been provided to the Board electronically. Copies of the documents provided to the Board are available for review in the Finance Department. Once approved, the reports will be posted on the website at http://www.powayusd.com/depts/bss/finance/.

LEGAL REFERENCE: California Education Code Section 33128
Government Code Section 3547.5

FISCAL IMPACT: As described in the 2018-2019 Proposed Budget and Multi-Year Projections

MOVED BY: ____________________________  SECONDED BY: ____________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___  Student Preferential Vote: Mishra ___
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>OBJECT CODES</th>
<th>UNRESTRICTED</th>
<th>RESTRICTED</th>
<th>COMBINED</th>
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<tr>
<td>A. REVENUES</td>
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<td>LCFF</td>
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<td>Other State Revenues</td>
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<td>Books and Supplies</td>
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<td>8,375,434</td>
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<td>Services and Other Operating Expenditures</td>
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<td>Other Outgo</td>
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<td>(377,008)</td>
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<td>Direct Support / Indirect Costs</td>
<td>7100-7299 &amp; 7300-7399</td>
<td>(1,222,188)</td>
<td>845,180</td>
<td>(377,008)</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
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<td>C. EXCESS OF REVENUES OVER EXPENDITURES</td>
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<td>34,575,060</td>
<td>(51,764,678)</td>
<td>(17,189,618)</td>
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<td>D. OTHER FINANCING SOURCES/USES</td>
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<td></td>
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<td>Interfund Transfers</td>
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<td>Transfers In</td>
<td>8910-8929</td>
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<td>Sources</td>
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<td>Uses</td>
<td>7630-7699</td>
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<tr>
<td>Contributions</td>
<td>8980-8999</td>
<td>(49,253,173)</td>
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<td>TOTAL OTHER FINANCING SOURCES/USES</td>
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<td>2,586,005</td>
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<td>E. NET ACTIVITY</td>
<td></td>
<td>(12,092,107)</td>
<td>(2,511,506)</td>
<td>(14,603,613)</td>
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<td>F. FUND BALANCE, RESERVES</td>
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<td>Beginning Balance</td>
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<td>COMPONENTS OF ENDING BALANCE</td>
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<tr>
<td>A) NONSPENDABLE</td>
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<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td>300,000</td>
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<td>300,000</td>
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<td>Stores</td>
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<td>275,000</td>
<td>-</td>
<td>275,000</td>
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<td>B) RESTRICTED</td>
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<td>9740</td>
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<td>C) COMMITTED</td>
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<tr>
<td>9750</td>
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<td>D) ASSIGNED</td>
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<td>Carryover (Projected)</td>
<td>9780</td>
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<td>E) UNASSIGNED &amp; UNAPPROPRIATED</td>
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<td>9789</td>
<td>7,689,785</td>
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<td>Economic Uncertainties @ 2%</td>
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<td>Reserve for Language Acquisition Program</td>
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<td>1,500,000</td>
<td>1,500,000</td>
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<td>Reserve for Technology &amp; Innovation Division</td>
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<td>Reserve for Budget Stabilization</td>
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<td>TOTAL COMPONENTS OF ENDING FUND BALANCE</td>
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<td>48,306,895</td>
<td>2,650,000</td>
<td>50,956,895</td>
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**2018-19 Assumptions**

### 2017-18 Projected Budget, Net Increase/Decrease

<table>
<thead>
<tr>
<th>Changes in Revenues:</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Combined</th>
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</thead>
<tbody>
<tr>
<td><strong>2010-8099 LCFF</strong></td>
<td>(12,092,107)</td>
<td>(2,511,506)</td>
<td>(14,603,613)</td>
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<td>Update LCFF base amount, ADA of 35,675.95 (at 96.8% ADA rate) and 3.0% COLA</td>
<td>19,551,947</td>
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<tr>
<td>Update supplemental funding at 3.0% COLA and unduplicated % of 23.60%</td>
<td>2,230,302</td>
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<td><strong>Total LCFF Sources</strong></td>
<td>21,782,249</td>
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<td>21,782,249</td>
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<td><strong>8100-8299 Federal Revenue</strong></td>
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<tr>
<td>Reverse 2017-18 Federal Revenue Carryover (Deferred)</td>
<td>(1,187,011)</td>
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<tr>
<td>Reverse 2017-18 PY Impact Aid update</td>
<td>(11,917)</td>
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<td>Reverse 2017-18 Special Ed: Alternate Dispute Resolution</td>
<td>(15,823)</td>
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<tr>
<td>Reverse prior year reimbursement for Advance Placement</td>
<td>(6,244)</td>
<td></td>
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<tr>
<td>Update federal revenue - Homeless Federal Grants and all other federal revenues</td>
<td>253,892</td>
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<tr>
<td><strong>Total Federal Revenue</strong></td>
<td>(6,244)</td>
<td>960,859</td>
<td>(967,103)</td>
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<tr>
<td><strong>8300-8599 Other State</strong></td>
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<tr>
<td>Reverse 2017-18 State Revenue Carrover (Deferral)</td>
<td>(819,356)</td>
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<tr>
<td>Reverse one-time CA CTE Incentive Grant</td>
<td>(2,526,263)</td>
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<tr>
<td>Reverse prior year adj to Mental Health funding</td>
<td>(16,794)</td>
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<tr>
<td>Reverse 2017-18 One-Time Discretionary funding</td>
<td>(5,121,768)</td>
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<tr>
<td>Update Mandate Block Grant at $31.10 per K-8 ADA (was $30.34) and $59.71 per 9-12 ADA (was $58.25)</td>
<td>54,176</td>
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<tr>
<td>Reverse PY Lottery revenue based on 2016-17</td>
<td>(174,974)</td>
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<tr>
<td>Update Special Ed funding based on projected enrollment and COLA of 2.71%</td>
<td>827,751</td>
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<tr>
<td>Reverse PY Lottery revenue based on 2016-17</td>
<td>(174,974)</td>
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<tr>
<td>Update One-Time Discretionary funding based on projected 2017-18 P-2 ADA at $344/ADA</td>
<td>1,656,853</td>
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<td>Reverse 2017-18 step &amp; column (net of attrition) and vacant positions savings</td>
<td>(50,952)</td>
<td>(562,078)</td>
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<tr>
<td>Update 2018-19 STRS-On-Behalf</td>
<td>1,450,390</td>
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<td><strong>Total Other State</strong></td>
<td>7,007,989</td>
<td>(1,821,325)</td>
<td>5,186,665</td>
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<td><strong>8600-8799 Other Local</strong></td>
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<td>CTE funding reduction -SDCOE</td>
<td>(37,081)</td>
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<td>Reverse one time rebate for irrigation project</td>
<td>(330,000)</td>
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<td>Reverse local revenue - Integrated Preschool</td>
<td>(7,230)</td>
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<td>Reverse insurance claim reimbursement - CFD funded projects</td>
<td>(94,998)</td>
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<td>Reverse 2017-18 Local Revenue Carrover</td>
<td>715</td>
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<tr>
<td>Reverse one-time CA CTE Incentive Grant</td>
<td>(657,226)</td>
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<tr>
<td>Reversal of Local Grant for Abraxas High Garden Program</td>
<td>(11,000)</td>
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<tr>
<td>Ongoing Facilities Use Revenue</td>
<td>400,000</td>
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<td>Update projected Transportation revenue</td>
<td>150,000</td>
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<tr>
<td>Update projected miscellaneous and local revenue (E-rate etc.)</td>
<td>(100,868)</td>
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<td><strong>Total Other Local</strong></td>
<td>(20,177)</td>
<td>(751,456)</td>
<td>(771,633)</td>
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<tr>
<td><strong>Total Changes in Revenues</strong></td>
<td>28,763,817</td>
<td>(3,533,640)</td>
<td>25,230,178</td>
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### Changes in Expenditures:

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<tr>
<th>Changes in Expenditures:</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Combined</th>
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<tr>
<td><strong>1000 Certificated Salaries</strong></td>
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<td>PFT Step &amp; Column</td>
<td>2,053,634</td>
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<td>Step &amp; longevity APSM</td>
<td>216,757</td>
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<tr>
<td>Special Education increased costs</td>
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<td>Reverse 2017-18 Step &amp; Column savings</td>
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<td>Mandarin at ABES - Teacher 1.0 FTE</td>
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<td>Reversal of 2017-18 Assistant Principals extra hours worked outside of contracted time</td>
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<td>Reverse 2017-18 step &amp; column (net of attrition) and vacant positions savings</td>
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<tr>
<td>5.0 FTEs for Safety Net</td>
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<td>12.0 FTEs for Growth based on 0.9% projected increase enrollment</td>
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<td>SERP projected salary savings including 40 regular retirements (net savings - $1,686,448 Yr 1)</td>
<td>(3,536,503)</td>
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<td>Additional 5.0 FTEs Xploration Teacher</td>
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<td>3.0 FTEs Counselors at Middle Schools</td>
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<td>Additional 1.0 FTE PPAP Coordinator</td>
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<td>Assistant Superintendent of Student Support Services</td>
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<td>2.0 FTEs Technology Trainers</td>
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<td>Reverse 2017-18 2% one-time off schedule 'bonus' - PFT</td>
<td>(2,171,784)</td>
<td>(421,097)</td>
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<tr>
<td>Reverse 2017-18 1% one-time off schedule 'bonus' from OPEB account - PFT</td>
<td>(1,085,892)</td>
<td>(210,549)</td>
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<tr>
<td>Cost of 2% one-time off schedule 'bonus' - APSM</td>
<td>397,183</td>
<td>58,658</td>
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<td>Cost of 1% one-time off schedule 'bonus' from OPEB account - APSM</td>
<td>198,591</td>
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<td>Ongoing salary increase at 2.5% - PFT</td>
<td>2,814,434</td>
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<td>Ongoing salary increase at 2.5% - APSM</td>
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<td>3.0 FTEs TOSAs for TK-5</td>
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<td>Reserve for vacation payout</td>
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<td>Budget Adjustment</td>
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<td><strong>Specialized Academic Instruction (SAI) - 3.2 FTE</strong></td>
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<td><strong>Total 1000</strong></td>
<td>3,447,820</td>
<td>(581,216)</td>
<td>2,866,604</td>
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</table>
### 2018-19 Assumptions

#### Step & Longevity, PSEA Unit 1 and Unit 2
- 526,126

#### Special Education Increased Costs
- 500,000

#### Mandarin at ABES - Language Aides
- 46,468

#### Reverse 2017-18 Step & Column (Net of Attrition), Longevity and Vacant Positions Savings
- 450,000

#### 6 FTEs Campus Supervisors at Middle Schools
- 168,090

#### Program Construction Manager
- 101,057

#### Legal Support Specialist from 0.50 to 0.70 FTE
- 15,805

#### Cost of 2% One-Time Off Schedule Bonus - APSM
- 82,102

#### Cost of 1% One-Time Off Schedule Bonus from OPEB Account - APSM
- 11,087

#### Cost of 2% One-Time Off Schedule Bonus - PSEA Unit 1 and 2
- 391,031

#### Cost of 1% One-Time Off Schedule Bonus from OPEB Account - PSEA Unit 1 and 2
- 29,967

#### Budget Adjustment
- (752,419)

#### Reserve for Vacation Payout
- 150,000

### Total 2000

#### Employee Benefits

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<td>Projected Increase in Health Insurance at 5.0%</td>
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<td>PERS at 18.062% was 15.531%</td>
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<td>STRS at 16.28% was 14.43%</td>
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<td>Step &amp; Column, PFT</td>
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<td>Step &amp; Longevity, APSM</td>
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<td>Step &amp; Longevity, PSEA Unit 1 and Unit 2</td>
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<td>Reverse 2017-18 Step &amp; Column Savings</td>
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<tr>
<td>Mandarin at ABES - Teacher and Language Aides</td>
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<td>Reversal of 2017-18 Assistant Principals Extra Hours Worked Outside of Contracted Time</td>
<td>(4,203)</td>
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<td>Reverse 2017-18 Step &amp; Column (Net of Attrition), Longevity and Vacant Positions Savings</td>
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<td>5.0 FTEs for Safety Net</td>
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<td>12.0 FTEs for Growth Based on 0.9% Projected Increase Enrollment</td>
<td>351,604</td>
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<td>SERP Projected Salary Savings Including 40 Regular Retirements (Net Savings - $1,656,446 Yr 1)</td>
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<td>SERP Projected Additional Health Cost</td>
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<td>SERP Projected Incentive Cost</td>
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<td>Additional 5.0 FTEs Xploration Teacher</td>
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<td>3.0 FTEs Counselors at Middle Schools</td>
<td>107,552</td>
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<td>Additional 1.0 FTE PPAP Coordinator</td>
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<td>Assistant Superintendent of Student Support Services</td>
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<td>2.0 FTEs Technology Trainers</td>
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<td>Program Construction Manager</td>
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<td>Legal Support Specialist from 0.50 to 0.70 FTE</td>
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<td>Reverse 2017-18 2% One-Time Off Schedule Bonus - PFT</td>
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<tr>
<td>Reverse 2017-18 1% One-Time Off Schedule Bonus from OPEB Account - PFT</td>
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<td>Cost of 2% One-Time Off Schedule Bonus - APSM</td>
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<td>Cost of 1% One-Time Off Schedule Bonus from OPEB Account - APSM</td>
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<td>Cost of 1% One-Time Off Schedule Bonus from OPEB Account - PSEA Unit 1 and Unit 2</td>
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<td>Ongoing Salary Increase at 2.5% - PFT</td>
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<td>Ongoing Salary Increase at 2.5% - APSM</td>
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<td>Ongoing Salary Increase at 2.5% - PSEA Unit 1 and 2</td>
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<tr>
<td>3.0 FTEs TOSAs for TK-5</td>
<td>87,901</td>
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<tr>
<td>Update 2018-19 STRS-On-Behalf</td>
<td>1,450,390</td>
</tr>
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<td>Budget Adjustment</td>
<td>91,993</td>
</tr>
<tr>
<td>Reserve for Vacation Payout</td>
<td>52,233</td>
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</table>

### Specialized Academic Instruction (SAI) - 3.2 FTE
- 90,624

#### Total 3000

<table>
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<th>Description</th>
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<tbody>
<tr>
<td>Special Education Increased Costs</td>
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<tr>
<td>Update 2018-19 Supplemental Funding at 100% Fully Funded, Unduplicated % of 23.66%</td>
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<tr>
<td>Instructional Materials per LCAP Goal</td>
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<tr>
<td>Computer Rethink Using One-Time $$</td>
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<tr>
<td>Reverse 2017-18 Federal Revenue Carrover (Deferred)</td>
<td>(1,135,807)</td>
</tr>
<tr>
<td>Reverse 2017-18 State Revenue Carrover (Deferral)</td>
<td>(768,628)</td>
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<tr>
<td>Reverse One-Time CA CTE Incentive Grant</td>
<td>(2,526,263)</td>
</tr>
<tr>
<td>Reverse 2017-18 Local Revenue Carrover</td>
<td>715</td>
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<tr>
<td>Reverse One-Time CA CTE Incentive Grant</td>
<td>(657,226)</td>
</tr>
<tr>
<td>Reverse Carrover in 2017-18</td>
<td>(6,341,855)</td>
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<tr>
<td>Reverse PY Lottery Based on 2016-17</td>
<td>(2,636,090)</td>
</tr>
<tr>
<td>Reverse Other Local Revenue - Integrated Preschool</td>
<td>(174,974)</td>
</tr>
<tr>
<td>Reverse Carrover Updates in 2017-18</td>
<td>497,815</td>
</tr>
<tr>
<td>Reversal of Local Grant for Abraxas High Garden Program</td>
<td>(11,000)</td>
</tr>
</tbody>
</table>
## 2018-19 Assumptions

### Mandarin at ABES
- Reverse F&E for Stone Ranch Elem to be reimbursed by CFD: $(340,000)
- Start-up F&E for additional classes (GROWTH): $150,000
- Adjust supplemental funding - transfer funds to pay cost of district share for Xploration teachers: $(900,000)
- Move supplemental funds to cover cost of additional 5.0 FTE Xploration Teacher: $(577,611)
- Move supplemental funds to cover cost of 3.0 FTE Counselors: $(408,053)
- Move supplemental funds to cover cost of 6 Campus Supervisors for MS: $(304,890)
- Move supplemental funds to cover cost of 3.0 FTE Counselors: $(408,053)
- Move supplemental funds to cover cost of 6 Campus Supervisors for MS: $(304,890)
- Reverse one-time textbook adoption: $(3,000,000)
- Reverse one-time Chromebook purchase: $(250,000)
- Update supplemental funding at 3.0% COLA, 100% fully funded and unduplicated % of 23.63%: $124,611
- Update federal revenue - Homeless Federal Grants and all other federal revenues: $253,892
- Reverse prior year Lottery revenue and all other state revenue adjustments: $(562,078)
- Update projected miscellaneous and local revenue: $(83,945)
- Projected fuel increase: $125,000
- Special Ed additional classes due to enrollment: $566,740
- Digital citizenship - curriculum and materials: $70,000
- Music program support per ongoing LCAP goal (equipment): $150,000
- Update categorical program expense: $1,500,000

### Budget Adjustment
- Total 4000: $(5,115,931)
- Total 5000: $1,012,171
- Total 6000: $(31,958)
- Total 7000: $(491,496)

### Services
- Special Education increased costs: $500,000
- Update categorical program expense: $(789,248)
- Update Consultants & other services - Innovation program: $(200,000)
- Reverse prior year adj to Mental Health funding: $(16,794)
- Reverse 17-18 PY Impact Aid update: $(11,917)
- Reverse 2017-18 Special Ed: Alternate Dispute Resolution: $(15,823)
- Mandarin at ABES: $8,500
- Inter-program expense transfer to self-insurance fund: $(91,530)
- SERP projected commission cost and contingency: $309,342
- Reserve for utilities increase: $400,000
- Property and liability insurance: $150,000
- Projected increase in ESS Support Cost (inter-program): $(100,000)
- District safety planning and assessment: $35,859
- Budget Transfer to cover cost of 3.2 FTE Teacher for Specialized Academic Instruction (SAI): $(307,030)

### Capital Outlay
- Update categorical program expense: $(1,083,982)
- Reverse one time rebate for irrigation project: $(330,000)
- Reverse insurance claim reimbursement - CFD funded projects: $(94,998)
- Cost to equipped sites with Security Cameras: $482,016
- Budget Adjustment: $(88,976)

### Other Outgo
- Reverse 2017-18 Federal Revenue Carryover (Deferral): $(51,204)
- Reverse 2017-18 State Revenue Carrover (Deferral): $(50,728)
- Update Indirect Cost: $63,928
- Use One-Time $$ for Tech Refresh - saving on Debt Service: $(555,424)
- Budget Adjustment: $(466,287)

### Total Changes in Expenditures
- Total Changes in Expenditures: $(11,518,402)
- Transfer In/Out, Other Sources/Uses & Contribution:

#### Transfers In
- Reverse PSEA Unit 2 agreement - eliminate H&W tiers based on employee's hourly assignment (coming from OPEB for 2015-16 through 2017-18 general fund expense after 2017-18): $(158,394)
- Reverse F&E for Stone Ranch Elem to be reimbursed by CFD: $(340,000)
- Reverse 2017-18 One-time transfer from Fund 17 for Innovation & Technology: $(250,000)
- One-time transfer from Fund 17 for Innovation & Technology: $500,000
- Update transfer-in for CFD reimbursement: $58,417
- Reverse 2017-18 1% one-time off schedule 'bonus' from OPEB account - PFT: $(1,535,050)
- Cost of a 1% one-time off schedule 'bonus' from OPEB account - APSM: $319,909
- Cost of 1% one-time off schedule 'bonus' from OPEB account - PSEA Unit 1 and 2: $593,201
- Cost of security camera system from Fund 17: $482,016

#### Transfers Out
- Reverse inter-fund transfer to Property and Liability Insurance Fund: $(400,000)
- Computer Rethink to be reinstated: $2,500,000
- Reverse capital lease for Computer Rethink - use one-time $$: $(2,500,000)

#### Other Uses
- Computer Rethink: $(11,600)
- Reverse capital lease for Computer Rethink - use one-time $$: $(2,500,000)

Total changes in expenditures: $11,518,402

### Total Changes in Expenditures
- Total Changes in Expenditures: $(11,518,402)
- (1,875,467)
- 9,642,936

---

4 of 11
<table>
<thead>
<tr>
<th>2018-19 Assumptions</th>
<th>(1,809,168)</th>
<th>1,809,168</th>
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</thead>
<tbody>
<tr>
<td>Special Education increased costs</td>
<td>827,751</td>
<td>(827,751)</td>
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<tr>
<td>Special Ed COLA at 2.71% (was 2.15%)</td>
<td></td>
<td></td>
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<td>Increase in PERS and STRS rate (Special Ed and RRMA)</td>
<td>(1,106,429)</td>
<td>1,106,429</td>
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<tr>
<td>Special Ed additional classes due to enrollment</td>
<td>566,740</td>
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<td>Ongoing Special Ed salary increase at 2.5% - PFT</td>
<td>(704,752)</td>
<td>704,752</td>
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<tr>
<td>Ongoing Special Ed &amp; RRMA salary increase at 2.5% - APSM</td>
<td>(91,466)</td>
<td>91,466</td>
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<tr>
<td>Ongoing Special Ed &amp; RRMA salary increase at 2.5% - PSEA Unit 1 and 2</td>
<td>(633,038)</td>
<td>633,038</td>
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<td>Reverse Special Ed contribution for 3% one-time off schedule 'bonus' - PFT</td>
<td>751,735</td>
<td>(751,735)</td>
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<tr>
<td>Cost of Special Ed and RRMA 3% one-time off schedule 'bonus' - APSM</td>
<td>(100,009)</td>
<td>100,009</td>
</tr>
<tr>
<td>Cost of Special Ed and HHMA 3% one-time off schedule 'bonus' - PSEA Unit 1 and 2</td>
<td>(737,562)</td>
<td>737,562</td>
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</table>

Total Transfer In/Out, Other Sources/Uses & Contribution | (4,099,580) | 4,169,679 | 70,099 |

Total Increase/(Decrease) | 1,053,727 | (0) | 1,053,727 |

2018-19 Total Net Change | 1,053,727 | (0) | 1,053,727 |
## 2018-19 Proposed Budget
### General Fund / Combined

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>OBJECT CODES</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Combined</th>
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<tbody>
<tr>
<td><strong>A. REVENUES</strong></td>
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<td></td>
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<tr>
<td>LCFF</td>
<td>8010-8099</td>
<td>311,844,306</td>
<td>1,581,159</td>
<td>313,425,465</td>
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<td>Federal Revenues</td>
<td>8100-8299</td>
<td>60,955</td>
<td>9,584,319</td>
<td>9,645,274</td>
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<tr>
<td>Other State Revenues</td>
<td>8300-8599</td>
<td>19,012,779</td>
<td>36,141,895</td>
<td>55,154,674</td>
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<tr>
<td>Other Local Revenues</td>
<td>8600-8799</td>
<td>11,200,000</td>
<td>1,678,405</td>
<td>12,878,405</td>
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<td><strong>TOTAL REVENUES</strong></td>
<td></td>
<td>342,118,040</td>
<td>48,985,778</td>
<td>391,103,818</td>
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<td><strong>B. EXPENDITURES</strong></td>
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<td></td>
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<td>Certificated Salaries</td>
<td>1000-1999</td>
<td>140,511,326</td>
<td>27,969,374</td>
<td>168,480,700</td>
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<td>Classified Salaries</td>
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<td>40,337,208</td>
<td>21,470,826</td>
<td>61,808,034</td>
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<td>Employee Benefits</td>
<td>3000-3999</td>
<td>72,287,611</td>
<td>37,408,389</td>
<td>109,696,000</td>
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<td>Books and Supplies</td>
<td>4000-4999</td>
<td>8,886,337</td>
<td>3,955,373</td>
<td>12,841,711</td>
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<td>Services and Other Operating Expenditures</td>
<td>5000-5999</td>
<td>24,736,487</td>
<td>10,462,295</td>
<td>35,198,782</td>
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<td>Capital Outlay</td>
<td>6000-6599</td>
<td>1,137,446</td>
<td>10,000</td>
<td>1,147,446</td>
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<td>Other Outgo</td>
<td>7100-7299 &amp; 7400-7499</td>
<td>3,559,409</td>
<td>377,525</td>
<td>3,936,934</td>
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<td>Direct Support / Indirect Costs</td>
<td>7300-7399</td>
<td>(1,158,260)</td>
<td>754,848</td>
<td>(403,412)</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>290,297,565</td>
<td>102,408,629</td>
<td>392,706,194</td>
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<td><strong>C. EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td></td>
<td>51,820,474</td>
<td>(53,422,852)</td>
<td>(1,602,377)</td>
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<td><strong>D. OTHER FINANCING SOURCES/USES</strong></td>
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<td></td>
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<tr>
<td>Interfund Transfers</td>
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<td>Transfers In</td>
<td>8910-8929</td>
<td>3,682,079</td>
<td>-</td>
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<tr>
<td>Transfers Out</td>
<td>7610-7629</td>
<td>1,025,975</td>
<td>-</td>
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<td>Other Sources/Uses</td>
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<td>Sources</td>
<td>8930-8979</td>
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<td>Uses</td>
<td>7630-7699</td>
<td>-</td>
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<td>Contributions</td>
<td>8980-8999</td>
<td>(53,422,852)</td>
<td>53,422,852</td>
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<td><strong>TOTAL OTHER FINANCING SOURCES/USES</strong></td>
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<td>(50,766,747)</td>
<td>53,422,852</td>
<td>2,656,104</td>
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<td><strong>E. NET ACTIVITY</strong></td>
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<td><strong>F. FUND BALANCE, RESERVES</strong></td>
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<td>Beginning Balance</td>
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<td>50,956,894</td>
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<td>2,650,000</td>
<td>52,010,621</td>
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### COMPONENTS OF ENDING BALANCE

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<th>Restricted</th>
<th>Combined</th>
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<td>Revolving Cash</td>
<td>9711</td>
<td>300,000</td>
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<td>Stores</td>
<td>9712</td>
<td>275,000</td>
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<td><strong>B) RESTRICTED</strong></td>
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<tr>
<td>9740</td>
<td>-</td>
<td>2,650,000</td>
<td>2,650,000</td>
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<td><strong>C) COMMITTED</strong></td>
<td></td>
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<tr>
<td>9750</td>
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<td>-</td>
<td>-</td>
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<td><strong>D) ASSIGNED</strong></td>
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<tr>
<td>Carryover (Projected)</td>
<td>9780</td>
<td>4,000,000</td>
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<td><strong>E) UNASSIGNED &amp; UNAPPROPRIATED</strong></td>
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<tr>
<td>Economic Uncertainties @ 2%</td>
<td>9789</td>
<td>7,874,643</td>
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<td>7,874,643</td>
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<td>Reserve for Textbook Adoption</td>
<td>-</td>
<td>2,000,000</td>
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<tr>
<td>Reserve for Language Acquisition Program</td>
<td>-</td>
<td>1,200,000</td>
<td>-</td>
<td>1,200,000</td>
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<tr>
<td>Reserve for Technology &amp; Innovation Division</td>
<td>-</td>
<td>1,000,000</td>
<td>-</td>
<td>1,000,000</td>
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<td>Reserve for Budget Stabilization</td>
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<td>32,710,977</td>
<td>-</td>
<td>32,710,977</td>
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<td><strong>TOTAL COMPONENTS OF ENDING FUND BALANCE</strong></td>
<td></td>
<td>49,360,620</td>
<td>2,650,000</td>
<td>52,010,620</td>
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* Carryover expense will be budgeted at First Interim
### 2019-20 Assumptions

#### Changes in Revenues:

<table>
<thead>
<tr>
<th>Source</th>
<th>Unrestricted</th>
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<tr>
<td>8010-8099 LCFF</td>
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<tr>
<td>Update supplemental funding at 2.57% COLA and unduplicated % of 24.50%</td>
<td>1,033,752</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update LCFF base amount, ADA of 36,034.14 (at 96.9% ADA rate) and 2.57% COLA</td>
<td>10,614,909</td>
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<tr>
<td><strong>Total LCFF Sources</strong></td>
<td>11,648,661</td>
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<td>11,461,853</td>
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<tr>
<td>8100-8299 Federal Revenue</td>
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<tr>
<td>Update Title II funding</td>
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<td>(186,808)</td>
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</tr>
<tr>
<td><strong>Total Federal Revenue</strong></td>
<td></td>
<td>(186,808)</td>
<td></td>
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<tr>
<td>8300-8599 Other State</td>
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<tr>
<td>Special Ed COLA at 2.57%</td>
<td></td>
<td>453,673</td>
<td></td>
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<tr>
<td>Reverse 2018-19 One-Time Discretionary funding</td>
<td></td>
<td>(12,126,533)</td>
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<tr>
<td><strong>Total Other State</strong></td>
<td>(12,126,533)</td>
<td>453,673</td>
<td>(11,672,860)</td>
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<tr>
<td>8600-8799 Other Local</td>
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<tr>
<td><strong>Total Other Local</strong></td>
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<tr>
<td><strong>Total Changes in Revenues</strong></td>
<td>(477,872)</td>
<td>266,865</td>
<td>(211,007)</td>
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#### Changes in Expenditures:

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<tr>
<td>1000 Certificated Salaries</td>
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<tr>
<td>PFT Step &amp; Column</td>
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<tr>
<td>Step &amp; longevity, APSM</td>
<td>160,000</td>
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<tr>
<td>Special Education increased costs</td>
<td></td>
<td>350,000</td>
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<tr>
<td>10.0 FTEs for Growth based on 0.9% projected increase enrollment</td>
<td>700,000</td>
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<tr>
<td>Update SERP savings/cost (net savings - $1,292,603 Yr 2)</td>
<td>302,261</td>
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<tr>
<td>Reverse cost of 2% one-time off schedule ‘bonus’ - APSM</td>
<td>(397,183)</td>
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<td>(43,741)</td>
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<tr>
<td>Reverse cost of 1% one-time off schedule ‘bonus’ from OPEB account - APSM</td>
<td>(198,591)</td>
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<td>(21,870)</td>
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<td><strong>Total 1000</strong></td>
<td>2,316,487</td>
<td>284,389</td>
<td>2,600,876</td>
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<td>2000 Classified Salaries</td>
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<td>Step &amp; longevity, PSEA Unit 1 and Unit 2</td>
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<td>Special Education increased costs</td>
<td></td>
<td>500,000</td>
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<tr>
<td>Reverse cost of 2% one-time off schedule ‘bonus’ - APSM</td>
<td>(82,102)</td>
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<td>(11,845)</td>
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<tr>
<td>Reverse cost of 1% one-time off schedule ‘bonus’ from OPEB account - APSM</td>
<td>(41,051)</td>
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<td>(5,922)</td>
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<td>Reverse cost of 2% one-time off schedule ‘bonus’ - PSEA Unit 1 and 2</td>
<td>(552,446)</td>
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<td>(391,031)</td>
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<td>Reverse cost of 1% one-time off schedule ‘bonus’ from OPEB account - PSEA Unit 1 and 2</td>
<td>(276,223)</td>
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<td><strong>Total 2000</strong></td>
<td>(511,822)</td>
<td>(104,314)</td>
<td>(616,136)</td>
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<td>3000 Employee Benefits</td>
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<tr>
<td>Projected increase in Health Insurance at 5.0%</td>
<td>1,588,161</td>
<td>397,040</td>
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<td>PERS at 20.8% was 18.062%</td>
<td>1,255,084</td>
<td>626,195</td>
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<tr>
<td>STRS at 18.13% was 16.28%</td>
<td>2,595,587</td>
<td>527,576</td>
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<tr>
<td>Step &amp; Column, PFT</td>
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<td>Step &amp; longevity, APSM</td>
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<td>Step &amp; longevity, PSEA</td>
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<td>Reverse PSEA Unit 1 and 2 transfer funds from Post-retirement benefit fund to offset medical premiums for 2018 plan year</td>
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<td>10.0 FTEs for Growth based on 0.9% projected increase enrollment</td>
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<td>Update SERP savings/cost (net savings - $1,292,603 Yr 2)</td>
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<td>Reverse cost of 2% one-time off schedule ‘bonus’ - APSM</td>
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<td>(11,087)</td>
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<td>Reverse cost of 1% one-time off schedule ‘bonus’ from OPEB account - APSM</td>
<td>(46,930)</td>
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<td>(5,544)</td>
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<td>Reverse cost of 2% one-time off schedule ‘bonus’ - PSEA Unit 1 and 2</td>
<td>(142,248)</td>
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<td>(100,677)</td>
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<td>(50,338)</td>
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<td><strong>Total 3000</strong></td>
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<td>4000 Supplies</td>
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<tr>
<td>Special Education increased costs</td>
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<td>252,960</td>
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<td>Update supplemental funding at 2.57% COLA and unduplicated % of 24.50%</td>
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<tr>
<td>Revised Budget Standard Allocation</td>
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<td><strong>Total 4000</strong></td>
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<td>5000 Services</td>
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<td>Special Education increased costs</td>
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<td>500,000</td>
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<tr>
<td>Update Consultants &amp; other services - Innovation program</td>
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<tr>
<td>Update SERP savings/cost</td>
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<td>(100,000)</td>
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<td><strong>Total 5000</strong></td>
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<td>500,000</td>
<td>300,000</td>
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<tr>
<td>6000 Capital Outlay</td>
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</tr>
<tr>
<td>Reverse 2018-19 cost to equipped sites with Security Cameras</td>
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<tr>
<td><strong>Total 6000</strong></td>
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<td>(482,016)</td>
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<td>7000 Other Outgo</td>
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<td><strong>Total 7000</strong></td>
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### 2019-20 Assumptions

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<th>Total Changes in Expenditures</th>
<th>7,564,696</th>
<th>2,129,392</th>
<th>9,694,089</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transfer In/Out, Other Sources/Uses &amp; Contribution:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8910-8929 Transfers In</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reverse PSEA Unit 1 and 2 transfer funds from Post-retirement benefit fund to offset medical premiums for 2018 plan year</td>
<td>(427,235)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reverse 2018-19 one-time transfer from Fund 17 for Innovation &amp; Technology</td>
<td>(500,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reverse 1% one-time off schedule 'bonus' from OPEB account - APSM</td>
<td>(319,909)</td>
<td></td>
<td></td>
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<tr>
<td>Reverse 1% one-time off schedule 'bonus' from OPEB account - PSEA Unit 1 and 2</td>
<td>(593,201)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7610-7629 Transfers Out</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reverse 2018-19 transfer from Fund 17 for Security Cameras</td>
<td>(482,016)</td>
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<tr>
<td><strong>8930-8979 Other Sources</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Lease for Computer Rethink to be reinstated</td>
<td>2,500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7630-7699 Other Uses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8980-8999 Contributions</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Education increased costs</td>
<td>(2,000,000)</td>
<td>2,000,000</td>
<td></td>
</tr>
<tr>
<td>Special Ed COLA at 2.57%</td>
<td>453,673</td>
<td>(453,673)</td>
<td></td>
</tr>
<tr>
<td>Increase in PERS and STRS rate (Special Ed and RRMA)</td>
<td>(1,153,771)</td>
<td>1,153,771</td>
<td></td>
</tr>
<tr>
<td>Reverse Special Ed and RRMA 3% one-time off schedule 'bonus' - APSM</td>
<td>100,009</td>
<td>(100,009)</td>
<td></td>
</tr>
<tr>
<td>Reverse Special Ed and RRMA 3% one-time off schedule 'bonus' - PSEA Unit 1 and 2</td>
<td>737,562</td>
<td>(737,562)</td>
<td></td>
</tr>
</tbody>
</table>

| Total Transfer In/Out, Other Sources/Uses & Contribution | (1,684,888) | 1,862,527 | 177,639 |
| Total Increase/(Decrease) | (8,673,728) | 0 | (8,673,728) |
| 2019-20 Total Net Change | (8,673,728) | 0 | (8,673,728) |
## 2019-20 Projected Budget

### General Fund / Combined

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>OBJECT CODES</th>
<th>unrestricted</th>
<th>restricted</th>
<th>combined</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCFF</td>
<td>8010-8099</td>
<td>323,492,967</td>
<td>1,581,159</td>
<td>325,074,126</td>
</tr>
<tr>
<td>Federal Revenues</td>
<td>8100-8299</td>
<td>60,955</td>
<td>9,397,511</td>
<td>9,458,466</td>
</tr>
<tr>
<td>Other State Revenues</td>
<td>8300-8599</td>
<td>6,886,246</td>
<td>36,595,568</td>
<td>43,481,814</td>
</tr>
<tr>
<td>Other Local Revenues</td>
<td>8600-8799</td>
<td>11,200,000</td>
<td>1,678,405</td>
<td>12,878,405</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td></td>
<td>341,640,168</td>
<td>49,252,643</td>
<td>390,892,811</td>
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<td><strong>B. EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>1000-1999</td>
<td>142,827,813</td>
<td>28,253,763</td>
<td>171,081,576</td>
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<tr>
<td>Employee Benefits</td>
<td>3000-3999</td>
<td>78,195,906</td>
<td>38,791,554</td>
<td>116,987,460</td>
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<tr>
<td>Books and Supplies</td>
<td>4000-4999</td>
<td>9,420,090</td>
<td>4,021,525</td>
<td>13,441,615</td>
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<tr>
<td>Services and Other Operating Expenditures</td>
<td>5000-5999</td>
<td>24,536,487</td>
<td>10,962,295</td>
<td>35,498,782</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>6000-6599</td>
<td>655,430</td>
<td>10,000</td>
<td>665,430</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>7100-7299 &amp; 7400-7499</td>
<td>3,559,409</td>
<td>377,525</td>
<td>3,936,934</td>
</tr>
<tr>
<td>Direct Support / Indirect Costs</td>
<td>7300-7399</td>
<td>(1,158,260)</td>
<td>754,848</td>
<td>(403,412)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td></td>
<td>297,862,262</td>
<td>104,538,021</td>
<td>402,400,283</td>
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<tr>
<td><strong>C. EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td></td>
<td>43,777,906</td>
<td>(55,285,378)</td>
<td>(11,507,472)</td>
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<tr>
<td><strong>D. OTHER FINANCING SOURCES/USES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>8910-8929</td>
<td>1,359,718</td>
<td>-</td>
<td>1,359,718</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>7610-7629</td>
<td>1,025,975</td>
<td>-</td>
<td>1,025,975</td>
</tr>
<tr>
<td>Contributions</td>
<td>8980-8999</td>
<td>(55,285,379)</td>
<td>55,285,379</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL OTHER FINANCING SOURCES/USES</strong></td>
<td></td>
<td>(52,451,635)</td>
<td>55,285,379</td>
<td>2,833,744</td>
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<tr>
<td><strong>E. NET ACTIVITY</strong></td>
<td></td>
<td>(8,673,728)</td>
<td>0</td>
<td>(8,673,728)</td>
</tr>
<tr>
<td><strong>F. FUND BALANCE, RESERVES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Balance</td>
<td></td>
<td>49,360,621</td>
<td>2,650,000</td>
<td>52,010,621</td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
<td>40,686,893</td>
<td>2,650,000</td>
<td>43,336,893</td>
</tr>
<tr>
<td><strong>COMPONENTS OF ENDING BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>A) NONSPENDABLE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
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<tr>
<td>Stores</td>
<td>9712</td>
<td>275,000</td>
<td>-</td>
<td>275,000</td>
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<tr>
<td><strong>B) RESTRICTED</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carriover (Projected)</td>
<td>9780</td>
<td>4,000,000</td>
<td>-</td>
<td>4,000,000</td>
</tr>
<tr>
<td><strong>E) UNASSIGNED &amp; UNAPPROPRIATED</strong></td>
<td></td>
<td></td>
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<tr>
<td>Economic Uncertainties @ 2%</td>
<td>9789</td>
<td>8,068,525</td>
<td>-</td>
<td>8,068,525</td>
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<tr>
<td>Reserve for Textbook Adoption</td>
<td></td>
<td>2,000,000</td>
<td>2,000,000</td>
<td></td>
</tr>
<tr>
<td>Reserve for Language Acquisition Program</td>
<td></td>
<td>1,200,000</td>
<td>1,200,000</td>
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<tr>
<td>Reserve for Technology &amp; Innovation Division</td>
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<td>1,000,000</td>
<td>1,000,000</td>
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<tr>
<td>Reserve for Budget Stabilization</td>
<td></td>
<td>23,843,368</td>
<td>23,843,368</td>
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<tr>
<td><strong>TOTAL COMPONENTS OF ENDING FUND BALANCE</strong></td>
<td></td>
<td>40,686,893</td>
<td>2,650,000</td>
<td>43,336,893</td>
</tr>
</tbody>
</table>
## 2020-21 Assumptions

### 2019-20 Projected Budget, Net Increase/Decrease

<table>
<thead>
<tr>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>(8,673,728)</td>
<td>0</td>
<td>(8,673,728)</td>
</tr>
</tbody>
</table>

### Changes in Revenues:

- **8010-8099 LCFF**
  - Update 2020-21 supplemental funding at 2.67% COLA and unduplicated % of 24.28%
  - 415,478
  - Update LCFF base amount, ADA of 36,395.90 (97.0% ADA rate) and 2.67% COLA
  - 11,326,815

  **Total LCFF Sources** = 11,742,293

- **8100-8299 Federal Revenue**
  - **Total Federal Revenue** = -

- **8300-8599 Other State**
  - Special Ed COLA at 2.67%
  - 483,439
  - Reverse TUPE Local Assistance
  - (68,902)

  **Total Other State** = 414,537

- **8600-8799 Other Local**
  - **Total Other Local** = -

**Total Changes in Revenues** = 11,742,293

### Changes in Expenditures:

<table>
<thead>
<tr>
<th>1000 Certificated Salaries</th>
<th>2,734,834</th>
</tr>
</thead>
<tbody>
<tr>
<td>PFT Step &amp; Column</td>
<td>2,734,834</td>
</tr>
<tr>
<td>Step &amp; longevity APSM</td>
<td>350,000</td>
</tr>
<tr>
<td>Special Education increased costs</td>
<td>864,000</td>
</tr>
<tr>
<td>12.0 FTEs for Growth based on 0.9% projected increase enrollment</td>
<td>210,834</td>
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</tbody>
</table>

**Total 1000** = 3,084,834

<table>
<thead>
<tr>
<th>2000 Classified Salaries</th>
<th>440,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step &amp; longevity, APSM</td>
<td>440,000</td>
</tr>
<tr>
<td>Step &amp; longevity, PSEA Unit 1 and Unit 2</td>
<td>500,000</td>
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</table>

**Total 2000** = 940,000

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<thead>
<tr>
<th>3000 Employee Benefits</th>
<th>5,294,129</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected increase in Health Insurance at 5.0%</td>
<td>5,294,129</td>
</tr>
<tr>
<td>PERS at 23.5% was 20.8%</td>
<td>1,237,665</td>
</tr>
<tr>
<td>STRS at 19.10% was 18.13%</td>
<td>1,360,930</td>
</tr>
<tr>
<td>Step &amp; Column, PFT</td>
<td>344,250</td>
</tr>
<tr>
<td>Step &amp; longevity, APSM</td>
<td>52,620</td>
</tr>
<tr>
<td>Step &amp; longevity, PSEA</td>
<td>159,000</td>
</tr>
<tr>
<td>12.0 FTEs for Growth based on 0.9% projected increase enrollment</td>
<td>392,688</td>
</tr>
<tr>
<td>Update SERP savings/cost (net savings - $1,194,163 Yr 3)</td>
<td>(62,394)</td>
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</tbody>
</table>

**Total 3000** = 6,624,999

<table>
<thead>
<tr>
<th>4000 Supplies</th>
<th>213,256</th>
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<tbody>
<tr>
<td>Special Education increased costs</td>
<td>213,256</td>
</tr>
<tr>
<td>Update 2020-21 supplemental funding at unduplicated % of 24.52%</td>
<td>415,478</td>
</tr>
<tr>
<td>Reverse TUPE Local Assistance</td>
<td>(68,902)</td>
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</tbody>
</table>

**Total 4000** = 559,832

<table>
<thead>
<tr>
<th>5000 Services</th>
<th>500,000</th>
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</thead>
<tbody>
<tr>
<td>Special Education increased costs</td>
<td>500,000</td>
</tr>
<tr>
<td>Update SERP savings/cost</td>
<td>500,000</td>
</tr>
</tbody>
</table>

**Total 5000** = 1,000,000

<table>
<thead>
<tr>
<th>6000 Capital Outlay</th>
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</thead>
<tbody>
<tr>
<td>-</td>
<td>-</td>
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</tbody>
</table>

**Total 6000** = -

<table>
<thead>
<tr>
<th>7000 Other Outgo</th>
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</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total 7000** = -

**Total Changes in Expenditures** = 8,834,442

### Transfer In/Out, Other Sources/Uses & Contribution:

- **8910-8929 Transfers In**
- **7610-7629 Transfers Out**
- **8930-8979 Other Sources**
- **7630-7699 Other Uses**

<table>
<thead>
<tr>
<th>8980-8999 Contributions</th>
<th>2,410,686</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education increased costs</td>
<td>2,410,686</td>
</tr>
<tr>
<td>Special Ed COLA at 2.67%</td>
<td>483,439</td>
</tr>
<tr>
<td>Increase in PERS and STRS rate (Special Ed and RRMA)</td>
<td>(894,125)</td>
</tr>
</tbody>
</table>

**Total Transfer In/Out, Other Sources/Uses & Contribution** = 2,410,686

**Total Increase/(Decrease)** = (8,176,563)

**2020-21 Total Net Change** = (8,176,563)
## 2020-21 Projected Budget
### General Fund / Combined

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>OBJECT CODES</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCFF</td>
<td>8010-8099</td>
<td>335,235,260</td>
<td>1,581,159</td>
<td>336,816,419</td>
</tr>
<tr>
<td>Federal Revenues</td>
<td>8100-8299</td>
<td>60,955</td>
<td>9,397,511</td>
<td>9,458,466</td>
</tr>
<tr>
<td>Other State Revenues</td>
<td>8300-8599</td>
<td>6,886,246</td>
<td>37,010,105</td>
<td>43,896,351</td>
</tr>
<tr>
<td>Other Local Revenues</td>
<td>8600-8799</td>
<td>11,200,000</td>
<td>1,678,405</td>
<td>12,878,405</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td></td>
<td>353,382,461</td>
<td>49,667,180</td>
<td>403,049,641</td>
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<tr>
<td><strong>B. EXPENDITURES</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>1000-1999</td>
<td>145,562,647</td>
<td>28,603,763</td>
<td>174,166,410</td>
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<tr>
<td>Classified Salaries</td>
<td>2000-2999</td>
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<tr>
<td>Employee Benefits</td>
<td>3000-3999</td>
<td>83,490,036</td>
<td>40,122,424</td>
<td>123,612,459</td>
</tr>
<tr>
<td>Books and Supplies</td>
<td>4000-4999</td>
<td>9,835,568</td>
<td>4,165,879</td>
<td>14,001,447</td>
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<tr>
<td>Services and Other Operating Expenditures</td>
<td>5000-5999</td>
<td>24,486,487</td>
<td>11,462,295</td>
<td>35,948,782</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>6000-6599</td>
<td>655,430</td>
<td>10,000</td>
<td>665,430</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>7100-7299 &amp; 7400-7499</td>
<td>3,559,409</td>
<td>377,525</td>
<td>3,936,934</td>
</tr>
<tr>
<td>Direct Support / Indirect Costs</td>
<td>7300-7399</td>
<td>(1,158,260)</td>
<td>754,848</td>
<td>(403,412)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td></td>
<td>306,696,703</td>
<td>107,363,245</td>
<td>414,059,948</td>
</tr>
<tr>
<td><strong>C. EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td></td>
<td>46,685,758</td>
<td>(57,696,065)</td>
<td>(11,010,307)</td>
</tr>
<tr>
<td><strong>D. OTHER FINANCING SOURCES/USES</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Interfund Transfers</td>
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</tr>
<tr>
<td>Transfers In</td>
<td>8910-8929</td>
<td>1,359,718</td>
<td>-</td>
<td>1,359,718</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>7610-7629</td>
<td>1,025,975</td>
<td>-</td>
<td>1,025,975</td>
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<tr>
<td>Other Sources/Uses</td>
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<td>Sources</td>
<td>8930-8979</td>
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<td>-</td>
<td>2,500,000</td>
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<tr>
<td>Uses</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contributions</td>
<td>8980-8999</td>
<td>(57,696,065)</td>
<td>57,696,065</td>
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</tr>
<tr>
<td><strong>TOTAL OTHER FINANCING SOURCES/USES</strong></td>
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<td>(54,862,321)</td>
<td>57,696,065</td>
<td>2,833,744</td>
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<tr>
<td><strong>E. NET ACTIVITY</strong></td>
<td></td>
<td>(8,176,563)</td>
<td>0</td>
<td>(8,176,563)</td>
</tr>
<tr>
<td><strong>F. FUND BALANCE, RESERVES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Balance</td>
<td></td>
<td>40,686,893</td>
<td>2,650,000</td>
<td>43,336,893</td>
</tr>
<tr>
<td><strong>COMPONENTS OF ENDING BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) NONSPENDABLE</td>
<td></td>
<td></td>
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<td>Revolving Cash</td>
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<td>300,000</td>
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<tr>
<td>Stores</td>
<td>9712</td>
<td>275,000</td>
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<td>B) RESTRICTED</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>9740</td>
<td>-</td>
<td>2,650,000</td>
<td>2,650,000</td>
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<tr>
<td>C) COMMITTED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9750</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>D) ASSIGNED</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Carryover (Projected)</td>
<td>9780</td>
<td>4,000,000</td>
<td>-</td>
<td>4,000,000</td>
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<tr>
<td>E) UNASSIGNED &amp; UNAPPROPRIATED</td>
<td></td>
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<tr>
<td>Economic Uncertainties @ 2%</td>
<td>9789</td>
<td>8,301,718</td>
<td>-</td>
<td>8,301,718</td>
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<tr>
<td>Reserve for Budget Stabilization</td>
<td>19,633,612</td>
<td>19,633,612</td>
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<tr>
<td><strong>TOTAL COMPONENTS OF ENDING FUND BALANCE</strong></td>
<td></td>
<td>32,510,330</td>
<td>2,650,000</td>
<td>35,160,330</td>
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</table>
ANNUAL BUDGET REPORT:
July 1, 2018 Budget Adoption

Insert "X" in applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: Poway Unified School District
Date: May 30, 2018
Adoption Date: June 28, 2018

Contact person for additional information on the budget reports:

Name: Joy Ramiro
Title: Director of Finance
Telephone: (858) 521-2781
E-mail: jramiro@powayusd.com

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

<table>
<thead>
<tr>
<th>CRITERIA AND STANDARDS</th>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Daily Attendance</td>
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<td>X</td>
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Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.
### CRITERIA AND STANDARDS (continued)

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<thead>
<tr>
<th></th>
<th>Description</th>
<th>Met</th>
<th>Not Met</th>
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<tr>
<td>2</td>
<td>Enrollment</td>
<td></td>
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<td>3</td>
<td>ADA to Enrollment</td>
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<td>4</td>
<td>Local Control Funding Formula (LCFF) Revenue</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>5</td>
<td>Salaries and Benefits</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>6a</td>
<td>Other Revenues</td>
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<td>x</td>
</tr>
<tr>
<td>6b</td>
<td>Other Expenditures</td>
<td></td>
<td>x</td>
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<tr>
<td>7</td>
<td>Ongoing and Major Maintenance Account</td>
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<td>x</td>
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<tr>
<td>8</td>
<td>Deficit Spending</td>
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<td>x</td>
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<tr>
<td>9</td>
<td>Fund Balance</td>
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<tr>
<td>10</td>
<td>Reserves</td>
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### SUPPLEMENTAL INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>Contingent Liabilities</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>S2</td>
<td>Using One-time Revenues to Fund Ongoing Expenditures</td>
<td></td>
<td>x</td>
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<tr>
<td>S3</td>
<td>Using Ongoing Revenues to Fund One-time Expenditures</td>
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<td>S4</td>
<td>Contingent Revenues</td>
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<tr>
<td>S5</td>
<td>Contributions</td>
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### SUPPLEMENTAL INFORMATION (continued)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S6</td>
<td>Long-term Commitments</td>
<td>Does the district have long-term (multiyear) commitments or debt agreements?</td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
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<td></td>
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</tr>
<tr>
<td>S7a</td>
<td>Postemployment Benefits Other than Pensions</td>
<td>Does the district provide postemployment benefits other than pensions (OPEB)?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S7b</td>
<td>Other Self-insurance Benefits</td>
<td>Does the district provide other self-insurance benefits (e.g., workers’ compensation)?</td>
<td></td>
</tr>
<tr>
<td>S8</td>
<td>Status of Labor Agreements</td>
<td>Are salary and benefit negotiations still open for:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S9</td>
<td>Local Control and Accountability Plan (LCAP)</td>
<td>• Did or will the school district’s governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S10</td>
<td>LCAP Expenditures</td>
<td>Does the school district’s budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?</td>
<td></td>
</tr>
</tbody>
</table>

### ADDITIONAL FISCAL INDICATORS

<table>
<thead>
<tr>
<th></th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Negative Cash Flow</td>
<td>Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?</td>
</tr>
<tr>
<td>A2</td>
<td>Independent Position Control</td>
<td>Is personnel position control independent from the payroll system?</td>
</tr>
<tr>
<td>A3</td>
<td>Declining Enrollment</td>
<td>Is enrollment decreasing in both the prior fiscal year and budget year?</td>
</tr>
<tr>
<td>A4</td>
<td>New Charter Schools Impacting District Enrollment</td>
<td>Are any new charter schools operating in district boundaries that are impacting the district’s enrollment, either in the prior fiscal year or budget year?</td>
</tr>
<tr>
<td>A5</td>
<td>Salary Increases Exceed COLA</td>
<td>Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?</td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>A6</td>
<td>Uncapped Health Benefits</td>
<td>Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?</td>
</tr>
<tr>
<td>A7</td>
<td>Independent Financial System</td>
<td>Is the district’s financial system independent from the county office system?</td>
</tr>
<tr>
<td>A8</td>
<td>Fiscal Distress Reports</td>
<td>Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).</td>
</tr>
<tr>
<td>A9</td>
<td>Change of CBO or Superintendent</td>
<td>Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?</td>
</tr>
</tbody>
</table>
TO:       BOARD OF EDUCATION                                      MEETING DATE:        June 28, 2018
FROM:    Ron Little                                        AGENDA ITEM:  6.2
Staff Support:

SUBJECT:  APPROVAL OF CALIFORNIA SCHOOL BOARD
ASSOCIATION (CSBA) BOARD POLICIES 3000 SERIES -
SECOND READING

RECOMMENDATION:

Adopt CSBA Board Policies 3000 Series.

DISCUSSION/PROGRAM:

At the November 16, 2015, Board Meeting, the Board voted to update PUSD Board Policies and Procedures
and align them with those of the California School Boards Association (CSBA). In September 2016, a three-
day Policy Development Workshop, led by CSBA consultants, was conducted with Board members and staff
to begin the process of updating PUSD Board Policies.

At the May 10, 2018, Board Meeting, CSBA Policies 3000 – 3580 were presented to the Board as a first
reading. Minor modifications were made since to the following policies: 3514, and 3516. Board Policy
3514.1 is new and has been added. They are submitted tonight for final approval.

Copies of the policies have been provided to the Board electronically, hard copies are available to the public
on request. Upon adoption, all policies will be posted on the PUSD website.

LEGAL REFERENCE:  Refer to Board Policies 3000 – 3580
FISCAL IMPACT:    N/A

MOVED BY: ___________________________  SECONDED BY: _____________________________

VOTE:   BEATTY ___  O'CONNOR-RATCLIFF ___  PATEL ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE: MISRA ___
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Ron Little  AGENDA ITEM: 6.3

Staff Support:

SUBJECT: APPROVAL OF RESOLUTION NOS. 70-2018 THROUGH 107-2018 ENTITLED “ESTABLISHMENT OF ANNUAL SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICTS NOS. 1 THROUGH 16”

RECOMMENDATION:

Approve Resolutions No. 70-2018 through 107-2018, establishing the annual special taxes for Community Facilities District Nos. 1 through 16.

DISCUSSION/PROGRAM:

Each fiscal year, prior to August 10th, the Board of Education (“the Board”) is required to approve the annual special taxes to be levied for each Community Facilities District (“CFD”) and Improvement Area (“IA”) in accordance with the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, Section 53311 et. seq. (“the Mello-Roos Act”).

The Board previously approved the annual levy of a Special Tax to pay for the costs and expenses related to each CFD and IA by adoption of the Resolution of Formation and the Resolution of Necessity to Incur Bonded Indebtedness and enactment of an Ordinance Authorizing the Levy of Special Taxes for each CFD and IA as authorized by the Mello-Roos Act.

In addition to the above, the Annual Special Taxes are based on the provisions or representations of or the covenants by the School District Board Policy 6.36 and in the following legal documents:

- Rate and Method of Apportionment
- Bond Indenture
- Official Statement
- Joint Acquisition Agreement

Exhibit “A” provides the Special Tax to be levied on each parcel in each CFD and IA for fiscal year 2017-2018. The Board has been provided with an electronic Annual Administrative Report for each CFD and IA that issued Special Tax bonds. These reports provide an annual summary of activities within each CFD and IA account. The reports are placed on the School District tax website, https://www.pusddata.com along with all other financial documents relevant to the CFDs.

LEGAL REFERENCE: California Government Code Section 53311 et. seq.
PUSD Board Policy Section 6.36

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
Resolutions No 70-2018 through 107-2018 are attached. Exhibit “A” to each Resolution has been provided to the Board electronically.

<table>
<thead>
<tr>
<th>CFD No.</th>
<th>Total Parcels</th>
<th>Total Parcels Taxed</th>
<th>Build Out</th>
<th>Reso. No.</th>
<th>FY 18-19 Levy</th>
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<td>CFD No. 01</td>
<td>9,311</td>
<td>3,227</td>
<td>No</td>
<td>70-2018</td>
<td>$2,663,964.74</td>
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<tr>
<td>CFD No. 02</td>
<td>754</td>
<td>655</td>
<td>No</td>
<td>71-2018</td>
<td>$1,797,108.68</td>
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<tr>
<td>CFD No. 02 IA-1</td>
<td>115</td>
<td>108</td>
<td>Yes</td>
<td>72-2018</td>
<td>$188,835.76</td>
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<tr>
<td>CFD No. 03</td>
<td>445</td>
<td>398</td>
<td>Yes</td>
<td>73-2018</td>
<td>$471,958.26</td>
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<tr>
<td>CFD No. 04</td>
<td>1,282</td>
<td>888</td>
<td>No</td>
<td>74-2018</td>
<td>$1,623,515.56</td>
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<td>CFD No. 05</td>
<td>181</td>
<td>150</td>
<td>Yes</td>
<td>75-2018</td>
<td>$164,982.84</td>
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<td>CFD No. 06</td>
<td>4,004</td>
<td>3,731</td>
<td>Yes</td>
<td>76-2018</td>
<td>$10,130,236.18</td>
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<td>CFD No. 06 IA-A</td>
<td>607</td>
<td>555</td>
<td>Yes</td>
<td>77-2018</td>
<td>$1,622,749.68</td>
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<td>CFD No. 06 IA-B</td>
<td>1,896</td>
<td>1,834</td>
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<td>CFD No. 06 IA-C</td>
<td>324</td>
<td>238</td>
<td>Yes</td>
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<td>$613,089.52</td>
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<td>CFD No. 07</td>
<td>110</td>
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<td>CFD No. 08 IA-B</td>
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<td>188</td>
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<td>$598,905.20</td>
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<td>66</td>
<td>63</td>
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<td>CFD No. 10</td>
<td>1,405</td>
<td>1,281</td>
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<td>CFD No. 10 IA-A</td>
<td>420</td>
<td>389</td>
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<td>CFD No. 10 IA-B</td>
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<td>234</td>
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<td>CFD No. 10 IA-C</td>
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<td>191</td>
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<td>CFD No. 10 IA-D</td>
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<td>141</td>
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<td>273</td>
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<td>CFD No. 10 IA-F</td>
<td>83</td>
<td>73</td>
<td>Yes</td>
<td>89-2018</td>
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<td>CFD No. 10 IA-F Supp.</td>
<td>83</td>
<td>73</td>
<td>Yes</td>
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<td>CFD No. 11 IA-A</td>
<td>327</td>
<td>271</td>
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<td>CFD No. 11 IA-B</td>
<td>265</td>
<td>203</td>
<td>Yes</td>
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<td>CFD No. 11 IA-C</td>
<td>403</td>
<td>325</td>
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<td>$1,104,473.02</td>
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<td>CFD No. 11 ZN 1</td>
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<td>CFD No. 11 ZN 2</td>
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<td>CFD No. 12</td>
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<td>479</td>
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<td>CFD No. 13</td>
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<td>CFD No. 14</td>
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<td>CFD No. 14 IA-A</td>
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<td>1,146</td>
<td>Yes</td>
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<td>CFD No. 15</td>
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<td>CFD No. 15 IA-A</td>
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<tr>
<td>CFD No. 15 IA-B</td>
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<td>298</td>
<td>No</td>
<td>103-2018</td>
<td>$910,433.90</td>
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<td>CFD No. 15 IA-C</td>
<td>293</td>
<td>279</td>
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<td>104-2018</td>
<td>$1,022,790.68</td>
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<td>CFD No. 15 IA-D</td>
<td>239</td>
<td>215</td>
<td>No</td>
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<td>$534,215.14</td>
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<td>CFD No. 16</td>
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<td>430</td>
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<td>CFD No. 16 IA-A</td>
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<td>430</td>
<td>No</td>
<td>107-2018</td>
<td>$1,232,239.12</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>30,959</strong></td>
<td><strong>22,024</strong></td>
<td></td>
<td></td>
<td><strong>$52,514,039.60</strong></td>
</tr>
</tbody>
</table>
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 70-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 1

ON MOTION of Member _______________________, seconded by Member _______________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 1, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 1 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 70-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 71-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 2

ON MOTION of Member ________________________________, seconded by Member
_______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 2, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 2 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA   )
COUNTY OF SAN DIEGO   )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 71-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT
Resolution No. 72-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 2 IA-1

ON MOTION of Member ____________________________ , seconded by Member
_______________________________ , the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 2 IA-1, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Mello-Roos Act"). This Community Facilities District No. 2 IA-1 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 IA-1, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FALLS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA   )
COUNTY OF SAN DIEGO   )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 72-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 73-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 3

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 3, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 3 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES: 
ABSENT:  
ABSTAIN: 

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 73-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 74-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 4

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 4, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 4 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA 
COUNTY OF SAN DIEGO 

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 74-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 75-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 5

ON MOTION of Member _____________________________, seconded by Member _____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 5, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 5 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 75-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 76-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 6

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 6, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 6 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 6, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 76-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 77-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 6 IA-A

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 6 IA-A, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 6 IA-A shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 6 IA-A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 77-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 78-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 6 IA-B

ON MOTION of Member ______________________, seconded by Member ______________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 6 IA-B, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Mello-Roos Act"). This Community Facilities District No. 6 IA-B shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 6 IA-B, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO   )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 78-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 79-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 6 IA-C

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 6 IA-C, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 6 IA-C shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 6 IA-C, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 79-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 80-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 7

ON MOTION of Member _____________________________, seconded by Member
_______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 7, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 7 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 7, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

__________________________
Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 80-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 81-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 8 IA-B

ON MOTION of Member __________________________________, seconded by Member ______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 8 IA-B, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”); This Community Facilities District No. 8 IA-B shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 8 IA-B, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 81-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 82-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 9

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 9, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 9 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 9, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit "A."

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 82-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 83-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 10

ON MOTION of Member ____________________________, seconded by Member
_______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 83-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 84-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-A

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-A, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 IA-A shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 84-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 85-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-B

ON MOTION of Member ________________________________, seconded by Member ________________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-B, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 IA-B shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-B, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 85-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 86-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-C

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-C, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 IA-C shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-C, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 86-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 87-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-D

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-D, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 IA-D shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-D, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 87-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 88-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-E

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-E, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Mello-Roos Act"). This Community Facilities District No. 10 IA-E shall hereinafter be referred to as the "District"; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-E, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit "A."

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

   AYES:  
   NOES:  
   ABSENT:  
   ABSTAIN:  

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 88-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-F

ON MOTION of Member ______________________________, seconded by Member ______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-F, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 IA-F shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-F, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO   )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 89-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 90-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 10 IA-F Supplemental

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 10 IA-F Supplemental, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 10 IA-F Supplemental shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 IA-F Supplemental, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax
Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.

SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO   )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 90-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 91-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 11 Zone 1

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 11 Zone 1, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 11 Zone 1 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 11 Zone 1, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 91-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 92-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 11 Zone 2

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 11 Zone 2, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 11 Zone 2 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 11 Zone 2, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO   )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 92-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 93-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT No. 11 Zone 3

ON MOTION of Member ________________________________, seconded by Member ________________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 11 Zone 3, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 11 Zone 3 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 11 Zone 3, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 93-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT
Resolution No. 94-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 11 IA-A

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 11 IA-A, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 11 IA-A shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 11 IA-A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 94-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 95-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 11 IA-B

ON MOTION of Member ________________________, seconded by Member ________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 11 IA-B, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Mello-Roos Act"). This Community Facilities District No. 11 IA-B shall hereinafter be referred to as the "District"; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 11 IA-B, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit "A."

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 95-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 96-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 11 IA-C

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 11 IA-C, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 11 IA-C shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 11 IA-C, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 96-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 97-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 12

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 12, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 12 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 12, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 97-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 98-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 13

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 13, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 13 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 13, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 98-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 99-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 14

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 14, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 14 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 14, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 99-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 100-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 14 IA-A

ON MOTION of Member ____________________________, seconded by Member
_______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 14 IA-A, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 14 IA-A shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 14 IA-A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 100-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 101-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 15

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 15, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 15 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 15, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 101-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 102-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 15 IA-A

ON MOTION of Member ________________________________, seconded by Member ________________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 15 IA-A, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 15 IA-A shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 15 IA-A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

STATE OF CALIFORNIA   )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 102-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 103-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 15 IA-B

ON MOTION of Member ______________________________, seconded by Member ______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 15 IA-B, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 15 IA-B shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 15 IA-B, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 103-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 104-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 15 IA-C

ON MOTION of Member ______________________________, seconded by Member ______________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 15 IA-C, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 15 IA-C shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 15 IA-C, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 104-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 105-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 15 IA-D

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 15 IA-D, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 15 IA-D shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 15 IA-D, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA    )
COUNTY OF SAN DIEGO    )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 105-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 106-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX
FOR COMMUNITY FACILITIES DISTRICT NO. 16

ON MOTION of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 16, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 16 shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 16, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6.  All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7.  The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a spaced marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8.  The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

________________________________________
Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 106-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
POWAY UNIFIED SCHOOL DISTRICT

Resolution No. 107-2018

ESTABLISHMENT OF ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 16 IA-A

ON MOTION of Member ________________________________, seconded by Member ________________________________, the following resolution is adopted:

WHEREAS, this legislative body has previously initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors relating to the levy of a special tax in Community Facilities District No. 16 IA-A, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Mello-Roos Act”). This Community Facilities District No. 16 IA-A shall hereinafter be referred to as the “District”; and

WHEREAS, at this time, bonds have been authorized for issuance; and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to the District, and this legislative body desires to establish the specific rate of the special taxes to be collected for the next fiscal year (2018-2019); and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIIID (Proposition 218) as enacted by the voters of the State of California in November 1996.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 16 IA-A, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the foregoing recitals are all true and correct.

SECTION 2. That the specific amount of the special taxes to be collected for the next fiscal year (2018-2019) for the District is hereby determined and established as set forth in the attached, referenced, and incorporated as Exhibit “A.”

SECTION 3. That the amount set forth above does not exceed the amount as previously authorized by this legislative body, and does not exceed the amount previously approved by the qualified electors of the District.

SECTION 4. That the proceeds of the special taxes shall be used only as previously authorized by this legislative body and as previously approved by the qualified electors of the District.

SECTION 5. The special taxes for the next fiscal year (2018-2019) shall be collected in the same manner as ordinary ad valorem property taxes are collected, and may be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the San Diego County Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
SECTION 6. All funds collected pursuant to the directives of this Resolution shall be deposited into District funds and accounts including, but not limited to, those funds and accounts established and held for the payment of principal and interest on outstanding bonds of the District. All such monies shall be expended solely for the purposes authorized by the proceedings under which the District was organized and as permitted by the Mello-Roos Act.

SECTION 7. The San Diego County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due (2018-2019), opposite each lot or parcel of land affected in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special taxes, and for the exact rate and amount of said taxes, reference is made to the attached Exhibit “A.”

SECTION 8. The San Diego County Auditor shall then, after the date of each installment due in the next tax collection period (2018-2019), promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties, and percentages so collected and from what property collected and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. The Poway Unified School District staff, officers, and consultants are hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

______________________________
Charles Sellers, Clerk of the Board of Education

Exhibit “A” of Resolution No. 107-2018 is available for review in the Planning Department and will also be available at the Board Meeting.
TO: BOARD OF EDUCATION  
FROM: Ron Little  
AGENDA ITEM: 6.4  

RECOMMENDATION:

Approve Resolution No. 115-2018, authorizing a new adjustment period and new adjusted interest rate.

DISCUSSION/PROGRAM:

In September of 2012, Poway Unified School District (the “District”) issued $57.3 million in School Facilities Restructuring Program (Bridge) Certificates of Participation (2012 COPs) to refinance the 2007 Lease Revenue Bonds and fund remaining school construction projects, of which $56.49 million is currently outstanding. The District has a long history of using various Community Facilities Districts (CFDs) and their Improvement Areas (IAs) to finance public facilities. While the first priority of the special tax revenues received by the IAs is to repay Special Tax Bonds that are senior debt, the surplus special taxes are used to pay debt service on the 2012 COPs.

The 2012 COPs were initially sold to U.S. Bank National Association (the “Owner”) with a 3-year locked Initial Rate Mode at a 2.90% interest rate expiring in 2015. In 2015, the District elected to change the mode to the Unenhanced Extended Rate Mode and the District and the Owner negotiated an extension of the new mode through September 1, 2018, at a 1.95% interest rate. With the rate extension expiration date drawing

LEGAL REFERENCE: Federal, State and Education Statutes regarding the issuance of tax exempt securities

FISCAL IMPACT: N/A
near as well as a rising interest rate environment, District staff is recommending that the District extend the existing Mode for a 4-year period (the “Adjustment Period”) and negotiate a fixed interest rate (the “Adjusted Interest Rate”) for such period. Information was provided to the Board at its May 10, 2018 meeting.

The District’s financial team has assembled the necessary documents to complete the rate extension. A brief summary of each document can be found below:

A. **First Supplemental Trust Agreement:** The First Supplemental Trust Agreement authorizes an amendment to the Trust Agreement dated September 1, 2012, by and among the U.S. Bank, as the trustee, the Poway Unified School District Public Financing Authority and the District. The amendment to the Trust Agreement will allow additional provisions to be incorporated into the Trust Agreement on the Change Date for the Unenhanced Extended Rate Mode upon (a) the owners of the 2012 COPs consenting to a new Adjustment Period and a new Adjusted Interest Rate or (b) upon the purchase of the 2012 COPS;

B. **First Amendment to Lease Agreement:** The First Amendment to the Lease Agreement authorizes an amendment to the Lease Agreement dated September 1, 2012, by and between the Authority and the District. The amendment to the Lease Agreement will allow additional provisions to be incorporated into the Lease Agreement on the Change Date for the Unenhanced Extended Rate Mode upon (a) the owners of the 2012 COPs consenting to a new Adjustment Period and a new Adjusted Interest Rate or (b) upon the purchase of the 2012 COPS.

C. **Owner’s Consent:** The Owner has tentatively agreed to enter in an Owner’s Consent with the District setting forth the terms and conditions for the delivery of the Owner’s written consent (the “Owner’s Consent”). Upon acceptance by the District of the Owner’s Consent on the Closing Date the Owner’s Consent will be in full force and effect.

D. **Fixed Rate Lock and Indemnity Agreement.** As a condition of U.S. Bank committing a fixed interest rate on June 29, 2018, U.S. Bank and the District are entering into this agreement that provides for the District to pay U.S. Bank a fee if the District fails to fulfill the document requirements and other conditions set forth in the Trust Agreement or the Owner’s Consent.

By adopting Resolution No. 115-2018 the Board will be approving:

- the new Adjustment Period and new Adjusted Interest Rate;
- the form of the Owner’s Consent including the Unenhanced Extended Rate Mode Additional Provisions;
- the form of the First Supplemental Trust Agreement;
- the form of the First Amendment to Lease Agreement; and
- the form of the Fixed Rate Lock and Indemnity Agreement.
RESOLUTION NO. 115-2018

AUTHORIZING A NEW ADJUSTMENT PERIOD AND A NEW ADJUSTED INTEREST RATE WITH RESPECT TO THE POWAY UNIFIED SCHOOL DISTRICT CERTIFICATES OF PARTICIPATION (2012 SCHOOL FACILITIES RESTRUCTURING PROGRAM) AND REQUESTING OWNER CONSENT THERETO, APPROVING THE FORM OF A FIRST SUPPLEMENTAL TRUST AGREEMENT AND A FIRST AMENDMENT TO LEASE AGREEMENT; APPROVING ADDITIONAL PROVISIONS TO TRUST AGREEMENT AND LEASE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF AN OWNER CONSENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

ON MOTION of Member ________________________________, seconded by Member __________________________________, the following resolution is adopted:

WHEREAS, in order to provide financing and refinancing of certain schools and support facilities of the District, and land necessary for certain of such facilities, the Poway Unified School District (the “District”) caused to be executed and delivered the Poway Unified School District Certificates of Participation (2012 School Facilities Restructuring Program) (the “Certificates”);

WHEREAS, the Certificates were executed and delivered pursuant to the Trust Agreement, dated as of September 1, 2012 (the “Trust Agreement”), by and among U.S. Bank National Association, as Trustee, the Poway Unified School District Public Financing Authority and the District (capitalized undefined terms used herein have the meanings ascribed thereto in the Trust Agreement);

WHEREAS, the Certificates were initially executed and delivered in the Initial Mode and continued in such Mode to and including the day before September 1, 2015, the Change Date for the Initial Mode;

WHEREAS, the Trust Agreement provided that, on the Change Date for the Initial Mode, the District shall effect a Change in Mode, as provided therein;

WHEREAS, the District, acting pursuant to the Trust Agreement and with the consent of U.S. Bank National Association (“U.S. Bank”) as the Owner of all of the Outstanding Certificates, effected a Change in Mode for the Certificates from the Initial Mode to the Unenhanced Extended Rate Mode and a new Adjustment Period for the Unenhanced Extended Rate Mode and an Adjusted Interest Rate that each became effective upon such Change in Mode;

WHEREAS, the Trust Agreement provides that on the Change Date for such new Adjustment Period, being September 1, 2018, the District shall effect a Change in Mode from the Unenhanced Extended Rate Mode to the Enhanced Mode or to the Fixed Rate Mode unless the
Owners of the Certificates shall have consented to a new Adjustment Period for the Unenhanced Extended Rate Mode and a new Adjusted Interest Rate during such new Adjustment Period;

WHEREAS, based upon the recommendation of Fieldman Rolapp & Associates, the District’s municipal advisor, and concurred in by District staff, this Board has determined that it would be in the District’s best financial interests to maintain the Unenhanced Extended Rate Mode for the Certificates and to effect a new Adjustment Period and Adjusted Interest Rate for the Certificates;

WHEREAS, the Trust Agreement provides that in order to cause a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates in the Unenhanced Extended Rate Mode on the Change Date for such Mode, the Owners of the Certificates shall have consented to such new Adjustment Period to be in effect on such Change Date and such new Adjusted Interest Rate to be evidenced by the Certificates during such Adjusted Period;

WHEREAS, U.S. Bank remains the owner of all of the Certificates and has indicated to the District that U.S. Bank intends to so consent to such a new Adjustment Period and such a new Adjusted Interest Rate, such consent to be in the form of an Owner Consent of U.S. Bank that is accepted and agreed to by the District (such Owner Consent, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Owner Consent”);

WHEREAS, the District and U.S. Bank desire that certain Additional Conditions be incorporated into the Trust Agreement and the Lease Agreement (such Additional Provisions, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Unenhanced Extended Rate Mode New Adjustment Period and New Adjusted Interest Rate Additional Provisions”);

WHEREAS, Section 13.02 of the Trust Agreement provides that upon any Change in Mode to the Unenhanced Extended Rate Mode, the District may cause Additional Provisions to be incorporated into the Trust Agreement by delivering to the Trustee, on or before the date of such Change in Mode, a Written Certificate of the District directing that such Additional Provisions, a copy of which shall be attached to such Written Certificate, be incorporated into the Trust Agreement on and as of the date of such Change in Mode, and that said Additional Provisions shall remain in effect so long as the Certificates are in the Unenhanced Extended Rate Mode effected on the date of such Change in Mode and, upon a Change in Mode to a different Mode, said Additional Provisions shall be of no further force or effect;

WHEREAS, Section 13.02 does not, however, currently provide that the District may cause Additional Provisions to be incorporated into the Trust Agreement on (a) the Change Date for the Unenhanced Extended Rate Mode to effect a new Adjustment Period and a new Adjusted Interest Rate with the consent of the Owners of the Certificates or (b) on the Change Date for the Un-enhanced upon a purchase by a Purchaser of the Certificates pursuant to the Trust Agreement;

WHEREAS, in order to provide flexibility, the District, the Authority and U.S. Bank desire to amend Section 13.02 of the Trust Agreement pursuant to the First Supplemental Trust
Agreement to provide that the District may cause Additional Provisions to be incorporated into the Trust Agreement (a) on the Change Date for the Unenhanced Extended Rate Mode upon the Owners of the Certificates consenting to a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates during such Adjustment Period pursuant to Section 3.08 of the Trust Agreement, and (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to Section 3.09 of the Trust Agreement;

**WHEREAS,** Section 10.02 of the Lease Agreement provides that upon any Change in Mode to the Unenhanced Extended Rate Mode, the District may cause Additional Provisions to be incorporated into the Lease Agreement by delivering to the Trustee, on or before the date of such Change in Mode, a Written Certificate of the District directing that such Additional Provisions, a copy of which shall be attached to such Written Certificate, be incorporated into the Lease Agreement on and as of the date of such Change in Mode, and that said Additional Provisions shall remain in effect so long as the Certificates are in the Unenhanced Extended Rate Mode effect on the date of such Change in Mode and, upon a Change in Mode to a different Mode, said Additional Provisions shall be of no further force or effect;

**WHEREAS,** Section 10.02 of the Lease Agreement does not, however, currently provide that the District may cause Additional Provisions to be incorporated into the Lease Agreement (a) on the Change Date for the Unenhanced Extended Rate Mode upon the Owners of the Certificates consenting to a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates during such Adjustment Period pursuant to Section 3.08 of the Trust Agreement, or (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to Section 3.09 of the Trust Agreement;

**WHEREAS,** in order to provide flexibility, the District, the Authority and the Corporation desire to amend Section 10.02 of the Lease Agreement, pursuant to the First Amendment to Lease Agreement to provide that the District may cause Additional Provisions to be incorporated into the Lease Agreement (a) on the Change Date for the Unenhanced Extended Rate Mode upon the Owners of the Certificates consenting to a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates during such Adjustment Period pursuant to Section 3.08 of the Trust Agreement, and (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to Section 3.09 of the Trust Agreement;

**WHEREAS,** the District desires to cause the applicable Unenhanced Extended Rate Mode Additional Provisions to be incorporated into the Trust Agreement, as amended by the First Supplemental Trust Agreement, on the date of the Change in Mode to the Unenhanced Extended Rate Mode, as provided in Section 13.02 thereof, and to cause the applicable Unenhanced Extended Rate Mode Additional Provisions to be incorporated into the Lease Agreement, as amended by the First Amendment to Lease Agreement, on the date of the Change in Mode to the Unenhanced Extended Rate Mode, as provided in Section 10.02 thereof;

**WHEREAS,** there have been prepared and submitted to this meeting forms of:
(a) the Owner Consent;
(b) the First Supplemental Trust Agreement;
(c) the First Amendment to Lease Agreement;
(b) the Unenhanced Extended Rate Mode Additional Provisions; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Poway Unified School District, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board of Education of the District so finds.

Section 2. The new Adjustment Period to be in effect on the Change Date for the Unenhanced Extended Rate Mode and the new Adjusted Interest Rate to be evidenced by the Certificates during such new Adjustment Period are hereby approved, and the President of the Board, and such other member of the Board as the President may designate, the Superintendent of the District and the Associate Superintendent, Business Support Services, of the District and such other officer or employee of the District as the Superintendent may designate (the “Authorized Officers”), are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to effect such new Adjustment Period and such new Adjusted Interest Rate; provided, however, that (a) the new Adjustment Period to be in effect upon the Change Date for the Unenhanced Extended Rate Mode shall not be longer than four years, and (b) the new Adjusted Interest Rate shall not exceed 3.5% per annum.

Section 3. The form of the Owner Consent, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Owner Consent in substantially said form, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The form of the First Supplemental Trust Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the First Supplemental Trust Agreement in substantially said form, with such changes, insertions and omissions as the Authorized Officer executing the same may require or
approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The form of the First Amendment to Lease Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the First Supplemental Trust Agreement in substantially said form, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The form of the Unenhanced Extended Rate Mode Additional Provisions, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to cause such Unenhanced Extended Rate Mode Additional Provisions in substantially said form, with such changes, insertions and omissions as such Authorized Officer may require or approve, to be incorporated into the Trust Agreement and the Lease Agreement on the date of the Change Date for the Unenhanced Extended Rate Mode.

Section 7. The Authorized Officers and officers and employees of the District are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 8. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 9. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

Charles Sellers, Clerk of the Board of Education
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Ronald Little  AGENDA ITEM: 6.5

Staff Support:

SUBJECT: PUBLIC HEARING AND APPROVAL OF RESOLUTION NO. 112-2018 ENTITLED "APPROVAL OF AN INCREASE IN FEES ON DEVELOPMENT PROJECTS PURSUANT TO GOVERNMENT CODE SECTIONS 65995 AND 66001 AND CALIFORNIA EDUCATION CODE SECTION 17620"

RECOMMENDATION:

Approve, Resolution No. 112-2018, authorizing an increase in developer fees, following a public hearing.

DISCUSSION/PROGRAM:

Government Code Sections 65995 and 66001 limit the amount of fees collected by school districts for construction of school facilities. These sections further provide that the maximum development fee that may be levied pursuant to California Education Code Section 17620 shall be adjusted biennially by the State Allocation Board (the “SAB”). These amounts are known as developer fees ("Levels 1, 2 and 3 Fees").

The Board previously adopted Resolution No. 32-2016 on March 8, 2016 and imposed developer fees pursuant to Education Code Section 17620 and Government Code Section 65995 in the amount of $3.48 per square foot of assessable space of new residential construction in the District (Level 1 Fees) and $0.56 per square foot of chargeable covered and enclosed space for all categories of new commercial/industrial construction in the District (Commercial/Industrial Fees) (collectively, Developer Fees).

At its January 2018 meeting, the SAB adopted an increase to developer fees to $3.79 per square foot for residential construction and $0.61 per square foot for commercial/residential construction. Currently, the District collects $3.48 per square foot for residential construction and $0.56 per square foot for commercial/industrial construction.

For a school district to implement the increase in developer fees to the Statutory level, State law requires that certain “nexus” findings must be made and documented. The 2018 Development School Fee Justification Study document and support these findings.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE:  BEATTY ___  O’CONNOR-RATCLIFF ___  PATEL ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE:  MISHRA ___
As required by law, a public notice was placed in the June 15, 2018, and June 21, 2018, San Diego Daily Transcript. The proposed increased developer fees apply to: 1) residential additions to existing construction and, in some instances, those negotiated mitigation agreements that allow a one-time special tax payment at Level 1, for new residential construction; and 2) commercial/industrial construction. All other new residential construction, other than building permits within the boundaries of Community Facilities Districts ("CFDs"), shall be collected at the Level 2 and Level 3 Fees. Currently, Level 2 Fees are collected at $3.93 per square foot for all new, non-mitigated construction. Level 3 Fees can be collected at $7.86 per square foot for all new, non-mitigated construction from the date of Resolution No 01-2018, when a determination has been made that State funds are no longer available for new construction projects.

Staff is requesting the Board approve the Development School Fee Justification Study and adopt the supporting Resolution. If adopted, implementation will begin no less than sixty (60) days from the date of Resolution No. 112-2018, or on August 27, 2018, in order to provide notification to appropriate governmental agencies and construction developers as regulated.

Resolution No. 112-2018 is attached. The 2018 Development School Fee Justification Study relating to the Resolution have been provided to the Board for their review.
ON MOTION of Member ________________________________, seconded by Member ________________________________, the following resolution is adopted:

WHEREAS, the Board of Education (the "Board") of the Poway Unified School District (the "District") provides for the educational needs of K-12 students within the City of Poway and portions of the City of San Diego (collectively, the "Cities") and portions of unincorporated areas of the County of San Diego (the "County"); and

WHEREAS, the Board of the District previously adopted Resolution No. 32-2016 on March 8, 2016 and imposed developer fees pursuant to Education Code Section 17620 and Government Code Section 65995 in the amounts of $3.48 per square foot of assessable space of new residential construction in the District (Level 1 Fees), and $0.56 per square foot of chargeable covered and enclosed space for all categories of new commercial/industrial construction in the District (Commercial/Industrial Fees) (collectively, Developer Fees); and

WHEREAS, the Board adopted Resolution No. 08-2016 on August 10, 2017, alternative school facility fees pursuant to Government Code Sections 65995.5, (Level 2 Fees of $3.93 per square foot) and 65995.7 (Level 3 Fees of $7.86 per square foot) (collectively, Alternative School Fees); and

WHEREAS, Alternative School Fees, upon adoption and during the effective period thereof, are applicable as provided by law to residential construction in lieu of Level 1 Fees unless, for example, such construction was approved before November 4, 1998, and a building permit was issued before January 1, 2000, or the construction is subject to a mitigation agreement with the District; and

WHEREAS, on January 24, 2018, the State Allocation Board authorized an adjustment in the Level 1 Fee amounts pursuant to Government Code Section 65995(b)(3) to $3.79 per square foot for assessable space of new residential construction and $0.61 per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction, as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide an adequate quality education and negatively impact the educational opportunities for the District's students; and
WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board of the District has received and considered a report entitled “2018 Development School Fee Justification Study (“Fee Justification Study”) and the staff report update thereof (“Staff Report”) (collectively, “Reports”) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Developer Fees; (b) the use to which the Developer Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and the use for Developer Fees, the need for School Facilities, the cost of School Facilities, and the amount of Developer Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Reports pertaining to the Developer Fees and to the capital facilities needs of the District have been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Developer Fees; and

WHEREAS, all notices of the proposed increase in the Developer Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the District relating to the proposed increase in the Developer Fees; and

WHEREAS, as to the Developer Fees, Education Code Section 17620 provides that the adoption, increase, or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board accepts and adopts the Reports.

2. That the Board finds that the purpose of the Level 1 Fees imposed upon new residential construction is to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Level 1 Fees are imposed.

3. That the Board finds that the Level 1 Fees imposed on new residential construction will be used only to finance those School Facilities described in the Reports and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District, and that the use of the Level 1 Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional relocatable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional relocatable classrooms to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.
4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Level 1 Fees and the new residential construction within the District because the Level 1 Fees imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction.

5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Level 1 Fees are imposed and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

6. That the Board finds that the amount of the Level 1 Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

7. That the Board finds that the purpose of the Commercial/Industrial Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

8. That the Board finds that the Commercial/Industrial Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Reports and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Commercial/Industrial Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional relocatable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional relocatable classrooms to be determined based on the residence of the students being generated by such new commercial/industrial construction, as well as any required central administrative and support facilities within the District.

9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Commercial/Industrial Fees and new commercial/industrial construction by category within the District because the Commercial/Industrial Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Commercial/Industrial Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

11. That the Board finds that the amount of the Commercial/Industrial Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed, the cost of providing the School
Facilities required to serve the students generated by such new commercial/industrial construction within the District.

12. That the Board finds that a separate fund ("Fund") of the District has been created or is authorized to be established for all monies received by the District for the deposit of Level 1, Level 2, and Level 3 Fees, Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") imposed on residential construction within the District and that said Fund at all times has been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

13. That the Board finds that the monies of the separate Fund described in Section 12, consisting of the proceeds of Level 1, Level 2, Level 3 Fees, Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Developer Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code, or in preparing the school facilities needs analysis described in Section 65995.6 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Developer's Fees.

14. That the Board hereby increases the Level 1 Fees as a condition of approval of new residential development projects and imposes the Level 1 Fees on such development projects in the following amounts:

   a. $3.79 per square foot of assessable space for new residential construction, including new residential projects, manufactured homes, and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet. However, this amount shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative, or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

   b. $0.61 per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative, or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

15. That this Board hereby increases the Commercial/Industrial Fees as a condition of approval of new commercial/industrial construction projects and levies the Commercial/Industrial Fees on such development projects in an amount equal to $0.61 per square foot of chargeable covered and enclosed space, except for properties that are classified as rental self-storage
properties. The maximum applicable Commercial/Industrial Fees that may be levied on a per square foot of chargeable covered and enclosed space is $0.04 for rental self-storage properties.

16. That Level 2 and/or Level 3 Fees, upon adoption and during the effective period thereof, are applicable as provided by law to residential construction in lieu of Level 1 Fees unless, for example, such construction was approved before November 4, 1998, and a building permit was issued before January 1, 2000, or the construction is subject to a mitigation agreement with the District.

17. That the proceeds of the Developer Fees increased and established pursuant to this Resolution shall continue to be deposited into those Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Developer Fees are to be collected, including, as to Developer Fees, accomplishing any study, findings, or determinations required by subdivisions (a), (b), and (d) of Section 66001 of the Government Code, or in preparing the school facilities needs analysis described in Section 65995.6 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Developer Fees or in financing the described Reports or in defending the imposition of Developer Fees.

18. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the District’s boundaries and the Office of Statewide Health Planning and Development (“OSHPD”) along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, County, and OSHPD that new residential and commercial/industrial construction is subject to the Developer Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home, or manufactured home subject to the Developer Fees absent a certification of compliance (“Certificate of Compliance”) from the District demonstrating compliance of such project with the requirements of the Developer Fees, nor that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable Developer Fees.

19. That pursuant to the Homebuyer Down Payment Assistance Program set forth in Health and Safety Code Section 51450 et seq., purchasers of newly constructed residential structures in a development project may receive down payment assistance in the amount of Developer Fees or Alternative School Fees paid as further described in Exhibit “A” attached hereto.

20. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed, the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as required by Education Code Section 17621(e)(2). The appeal process is as follows:

a. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the Commercial/Industrial Fees to be imposed or paying the Commercial/Industrial Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of Commercial/Industrial Fees. The party shall state in the written request the grounds for opposing the imposition of Commercial/Industrial Fees.
and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

b. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the Commercial/Industrial Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

c. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of Commercial/Industrial Fees, the Superintendent of the District, or his/her designee, shall give notice in writing of the date, place, and time of the hearing to the party appealing the imposition of Commercial/Industrial Fees. The Superintendent, or his/her designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his or her designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

d. The party against whom the Commercial/Industrial Fees are imposed may appeal the Superintendent's or his/her designee's decision to the Board of the District.

e. The party appealing the Superintendent's or his/her designee's decision shall state in the written appeal the grounds for opposing the imposition of the Commercial/Industrial Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

f. The possible grounds for that appeal to the Board of the District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the Commercial/Industrial Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

g. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of Commercial/Industrial Fees, the Superintendent of the District, or his/her designee, shall give notice in writing of the date, place, and time of the hearing to the party appealing the imposition of Commercial/Industrial Fees. The Board of the District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

h. The party appealing the imposition of the Commercial/Industrial Fees shall bear the burden of establishing that the Commercial/Industrial Fees are improper.

21. That the Superintendent or his/her designee, is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home, and manufactured home
for which there is compliance with the requirement for payment of the Developer Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Developer Fees for a development project, mobile home, or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate City or County shall be so notified.

22. That no statement or provision set forth in this Resolution, or referred to therein, shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

23. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

24. That the increase in the District's Developer Fees will become effective no less than (60) days from the date of this Resolution. The District will make the effective date May 16, 2014, which is the first working day after completion of the 60-day waiting period.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

________________________________________
Charles Sellers, Clerk of the Board of Education
EXHIBIT “A”

EXAMPLE

HOMEBUYER DOWN PAYMENT ASSISTANCE PROGRAM

School Facility Fee Homebuyer Down Payment Assistance Program

Pursuant to Health and Safety Code Section 51450 et seq., as set forth in SB50, the Legislature established a Homebuyer Down Payment Assistance Program (the “Program”) to address the needs of certain homebuyers. The Program establishes three options for homebuyers, which can be summarized as follows:

1. The first option available pursuant to Health and Safety Code Section 51451(a)(1) provides down payment assistance to the purchaser of a newly constructed residential structure in economically distressed areas, specified by county, in the amount of the difference between Alternative School Fees (Level 2 or Level 3 Fees) paid less the amount of Developer Fees (Level 1 Fees) if certain conditions are met. Effective until March 1, 2000, ____________ County is not specified within this option, but may be included subsequent to March 1, 2000.

2. The second option available pursuant to Health and Safety Code Section 51451(a)(2) also provides down payment assistance in the amount of the difference between Alternative School Fees (Level 2 or Level 3 Fees) paid less the amount of Developer Fees (Level 1 Fees) to the purchaser of any newly constructed residential structure anywhere in California if the sales price of the residential structure does not exceed $110,000 and additional conditions are met.

3. The final option available pursuant to Health and Safety Code Section 51451(a)(3), provides down payment assistance to the first-time purchaser of any newly constructed residential structure who meets very low or low-income requirements in the total amount of Developer Fees (Level 1 Fees) or Alternative School Fees (Level 2 or Level 3 Fees) if additional conditions are met. For ______________ County, these income limits range from $____________ for a single-person family to $__________ for an eight-person family.

Eligible residential structures include new single-family detached homes, town homes, condominiums, and mobile homes. Homebuilders and homebuyers who meet the above-stated requirements should pursue receiving down payment assistance in the applicable amounts paid by the developer or builder of the eligible residential structures.
TO: BOARD OF EDUCATION

FROM: Ron Little

AGENDA ITEM: 6.6

SUBJECT: AWARD OF DESIGN CONTRACT FOR OAK VALLEY MIDDLE SCHOOL CLASSROOM ADDITIONS TO HMC ARCHITECTS

RECOMMENDATION:

Award Design Services contract for Oak Valley Middle School Classroom Additions to HMC Architects.

DISCUSSION/PROGRAM:

Enrollment at Oak Valley Middle School has continued to rise and currently exceeds the school’s optimum facility capacity of 1,354 students. Enrollment at the end of the current 2017-2018 school year was 1460 students and long-term enrollment is projected to continue to grow through the 2022-2023 school year, where enrollment is forecasted to peak at 1,547 students. Staff is currently working with HMC Architects to install four temporary/portable classrooms on campus; however, additional permanent facilities are required.

HMC Architects was selected from the recently Board approved Architectural Services pool to review the site and develop preliminary design concepts. Staff recommends moving forward with a single story, four-classroom concept that would be located internal to the campus, in the area planned for future expansion in the original school design. Based on this work and their proposal for full design services, staff recommends awarding this contract to HMC Architects.

LEGAL REFERENCE: Government Code Section 4525

FISCAL IMPACT: $269,900 from Community Facilities District Funds
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Chad Koster

MEETING DATE: June 28, 2018

AGENDA ITEM: 6.7

SUBJECT: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR LEASE-LEASEBACK CONSTRUCTION SERVICES FOR OAK VALLEY MIDDLE SCHOOL CLASSROOM ADDITIONS

RECOMMENDATION:

Approve Resolution 116-2018, authorizing the advertisement of a Request For Proposal (RFP) for Lease-Leaseback construction services for Oak Valley Middle School Classroom Additions.

DISCUSSION/PROGRAM:

School districts throughout the state, including Poway Unified, have successfully utilized the Lease-Leaseback (LLB) delivery method for school construction for many years. This project delivery method provides the district with a level of flexibility and control unavailable in the traditional hard bid method, to ensure that public dollars are maximized. However, in response to legal challenges, Assembly Bill 2317 was passed and signed by the governor on September 23, 2016. AB 2317 provides a clear statutorily authorized process and set of procedures for the lawful use of the LLB delivery method.

The benefits of using an LLB approach include:

- General contractor selection is based on best value to the district – quality, performance, and cost
- Project cost and timeline are negotiated, with costs of similar projects compared to ensure competitive pricing
- Opportunity to create a design-build partnership for constructability review and value-engineering saves money and mitigates problems during construction
- Guaranteed maximum price means no surprises on cost
- General contractors have incentive to perform well to be selection for future projects

Resolution 116-2018 authorizes the district to issue a Request for Proposals for Lease-Leaseback Construction Services for Oak Valley Middle School Classroom Additions.

LEGAL REFERENCE: Assembly Bill 2317 & Education Code Section 17400 et seq.

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
Poway Unified School District

RESOLUTION NO. 116-2018

“AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR LEASE-LEASEBACK CONSTRUCTION SERVICES FOR OAK VALLEY MIDDLE SCHOOL CLASSROOM ADDITIONS”

ON MOTION of Member ____________________________, seconded by Member ____________________________ the following resolution is adopted:

WHEREAS, the Poway Unified School District (“District”) desires to perform construction improvement work for the Oak Valley Middle School Classroom Addition Project, hereinafter referred to as the “Project”, as more particularly described in Exhibit “A” attached hereto and incorporated herein as a lease-leaseback project under Education Code § 17400 et seq.; and

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, to enter into lease-leaseback (“LLB”) agreements, including pre-construction services, by leasing to any person, firm or corporation any real property belonging to the District if the instrument by which such property or properties is let requires the lessee to construct on the demised premises, a building or buildings, pursuant to the statutory procedure set forth in the recently enacted Assembly Bill 2316 (“AB 2316”); and

WHEREAS, under AB 2316 and Education Code section 17406(a)(2), the District must adopt and publish guidelines and requirements for its selection of a LLB entity in a Request for Proposals (“RFP”) setting forth the District’s evaluation criteria and methodology for selection of the best value proposer/proposal to ensure the best value selections by the District are conducted in a fair and impartial manner; and

WHEREAS, under Education Code Sections 17400 and 17402 following completion of the RFP process, the District may enter into a LLB contract, including pre-construction services, so long as the District owns the site and the LLB contract documents require construction of a building or other permanent improvements to school grounds; and

WHEREAS, the Board has determined it is in the best interest of the District to cause the construction of the Project identified in the RFP through the lease and sublease of the Project site(s) pursuant to the LLB delivery method authorized by Education Code Section 17406 as well as provide other LLB services, including, but not limited to pre-construction services, pursuant to the LLB contract documents/agreements identified in the RFP; and

WHEREAS, the Board has been presented with the form of the draft RFP attached hereto as Exhibit “A” and desires to authorize and direct the solicitation, receipt, and evaluation of proposals in accordance with Education Code section 17406; and

WHEREAS, the Board desires to delegate authority to the District’s Superintendent or designee to finalize and issue the RFP and to otherwise carry out the intent of this Resolution.
NOW, THEREFORE, THE BOARD OF EDUCATION OF THE POWAY UNIFIED
SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS
FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Approval of LLB Process. The Governing Board hereby formally
approves and authorizes the use of the lease-leaseback process for
the Project and the competitive solicitation process as set forth herein
and authorized by Education Code section 17400 et seq.

Section 3. Request for Proposals. The District has developed a draft RFP for
pre-construction and lease-leaseback services for the Project in the form
attached hereto as Exhibit “A.” The RFP sets forth the “best value”
evaluation criteria based on, but not limited to, firm qualifications, past
experience, pre-construction services, safety, and price as further
described in the RFP and in compliance with Education Code section
17406. The draft RFP is hereby approved and adopted by the Board, in
substantially the form attached, subject to any revisions which are
acceptable to both District’s Superintendent or designee, and District’s
legal counsel.

Section 4. Other Acts; Delegation. The District’s Board hereby approves a
delegation of authority and appoints its Superintendent, or the designee of
the Superintendent, who is/are hereby authorized and directed to finalize
and issue the RFP, and conduct the RFP process in a fair and impartial
manner. The Superintendent is further authorized to take any additional
actions necessary to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of Education of the Poway Unified School
District at Poway, California, on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of
Education of the Poway Unified School District of San Diego County.

_______________________________________
Charles Sellers, Clerk of the Board of Education
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018

FROM: Ron Little  AGENDA ITEM: 6.8
Staff Support: Chad Koster

SUBJECT: APPROVAL OF CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICIES 7000 SERIES - FIRST READING

RECOMMENDATION:
Approval of CSBA Board Policies 7000 Series - First Reading.

DISCUSSION/PROGRAM:
At the November 16, 2015, Board Meeting, the Board voted to update PUSD Board Policies and Procedures and align them with those of the California School Boards Association (CSBA). In September 2016, a three day Policy Development Workshop, led by CSBA consultants, was conducted with Board members and staff to begin the process of updating PUSD Board Policies.

Board Policies 7000 – 7400 have been reviewed by staff and are being presented to the Board tonight as a first reading.

Copies of the policies have been provided to the Board electronically, hard copies are available to the public on request. Upon adoption, all policies will be posted on the PUSD website.

LEGAL REFERENCE: Refer to Board Policies 7000 – 7400

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: Beatty ___  O’Connor-Ratcliff ___  Patel ___  Sellers ___  Zane ___  Student Preferential Vote: Mishra ___
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018

FROM: Ron Little
Staff Support: Joy Ramiro/Joe Tarantino

AGENDA ITEM:  6.9

SUBJECT: ENROLLMENT REPORT NOS. 9 AND 10 FOR 2017-2018

RECOMMENDATION:

Information only.

DISCUSSION/PROGRAM:

The ninth month enrollment report for the period ending May 4, 2018, is attached for the Board’s review.

Current school year enrollment comparison:

<table>
<thead>
<tr>
<th></th>
<th>Month 1 to Month 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary schools</td>
<td>Increase of 19</td>
</tr>
<tr>
<td>Middle schools</td>
<td>Decrease of 21</td>
</tr>
<tr>
<td>High schools</td>
<td>Decrease of 143</td>
</tr>
<tr>
<td>Special Education NPS</td>
<td>Decrease of 3</td>
</tr>
</tbody>
</table>

The District’s total enrollment at the end of the ninth month was 36,386 and represents a net loss of 148 students from month one of this year. The attendance rate for month nine is 96.54 percent.

The tenth month enrollment report for the period ending June 1, 2018, is attached for the Board’s review.

Current school year enrollment comparison:

<table>
<thead>
<tr>
<th></th>
<th>Month 1 to Month 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary schools</td>
<td>Decrease of 22</td>
</tr>
<tr>
<td>Middle schools</td>
<td>Decrease of 23</td>
</tr>
<tr>
<td>High schools</td>
<td>Decrease of 159</td>
</tr>
<tr>
<td>Special Education NPS</td>
<td>Decrease of 1</td>
</tr>
</tbody>
</table>

The District’s total enrollment at the end of the tenth month was 36,329 and represents a net loss of 205 students from month one of this year. The attendance rate for month ten is 96.36 percent.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE:  Beatty ___  O’Connor-Ratcliffe ___  Patel ___  Sellers ___  Zane ___  Student Preferential Vote: Mishra ___
## 2017-18 Attendance Rates

<table>
<thead>
<tr>
<th>Month</th>
<th>Average</th>
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<tbody>
<tr>
<td>Month 9</td>
<td>96.11%</td>
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<tr>
<td>Month 10</td>
<td>96.54%</td>
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</table>

### 2017-18 Attendance Rates

<table>
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<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
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<th>Month 7</th>
<th>Month 8</th>
<th>Month 9</th>
<th>Month 10</th>
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<tr>
<td>97.94%</td>
<td>97.24%</td>
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<td>95.76%</td>
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<td>96.36%</td>
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### 2016-17 Month 9 Comparison

<table>
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<tr>
<th>Total Enrollment</th>
<th>Average Attendance Rate</th>
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<tr>
<td>35,950</td>
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### 2016-17 Month 10 Comparison

<table>
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<th>Total Enrollment</th>
<th>Average Attendance Rate</th>
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<tr>
<td>35,912</td>
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K-5 Enrollment

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Poway Unified School District
2017-2018 Enrollment Report Month 9
April 09, 2018- May 04, 2018
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### 9 - 12 Enrollment

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| Non Public Schools | 71 | N/A | N/A | N/A | N/A | N/A | 0 | 68 | 68 | (3) |

**Total District Mo. 1 2017-18** | 36,534 |

**TOTAL DISTRICT** | 36,386 | (148) |

* Certified

- 2017-18 CALPADS* | 36,519 |
- 2016-17 CALPADS* | 35,956 |
- 2015-16 CALPADS* | 35,771 |
- 2014-15 CALPADS* | 35,629 |
- 2013-14 CALPADS* | 35,498 |

CALPADS - California Longitudinal Pupil Achievement Data Systems

2017-18 Enrollment Report Month 9
## K-5 Enrollment

### Poway Unified School District
**2017-2018 Enrollment Report Month 10**
**May 07, 2018 - June 01, 2018**

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<td>97</td>
<td>98</td>
<td>100</td>
<td>73</td>
<td>98</td>
<td>88</td>
<td>578</td>
<td>35</td>
<td>613</td>
<td>5</td>
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<tr>
<td>Valley</td>
<td>755</td>
<td></td>
<td>25</td>
<td>146</td>
<td>127</td>
<td>107</td>
<td>110</td>
<td>112</td>
<td>115</td>
<td>742</td>
<td>17</td>
<td>759</td>
<td>(13)</td>
</tr>
<tr>
<td>Westwood</td>
<td>824</td>
<td></td>
<td>23</td>
<td>117</td>
<td>125</td>
<td>136</td>
<td>134</td>
<td>122</td>
<td>127</td>
<td>784</td>
<td>25</td>
<td>809</td>
<td>(15)</td>
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<tr>
<td>Willow Grove</td>
<td>755</td>
<td></td>
<td>25</td>
<td>101</td>
<td>111</td>
<td>129</td>
<td>128</td>
<td>128</td>
<td>128</td>
<td>750</td>
<td>18</td>
<td>768</td>
<td>13</td>
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<tr>
<td>New Directions</td>
<td>11</td>
<td></td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>5</td>
<td>6</td>
<td>2</td>
<td>20</td>
<td>20</td>
<td></td>
<td>20</td>
<td>9</td>
</tr>
<tr>
<td><strong>TOTAL ELEMENTARY</strong></td>
<td><strong>16,569</strong></td>
<td><strong>696</strong></td>
<td><strong>2,432</strong></td>
<td><strong>2,560</strong></td>
<td><strong>2,533</strong></td>
<td><strong>2,508</strong></td>
<td><strong>2,641</strong></td>
<td><strong>2,663</strong></td>
<td><strong>16,033</strong></td>
<td><strong>514</strong></td>
<td><strong>16,547</strong></td>
<td><strong>(22)</strong></td>
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</tr>
</tbody>
</table>

*Note: Difference in enrollment for the month*
## 6 - 8 Enrollment

<table>
<thead>
<tr>
<th>School</th>
<th>Grade 6</th>
<th>Grade 7</th>
<th>Grade 8</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
<th>Sub-Total</th>
<th>SDC</th>
<th>Total</th>
<th>Difference</th>
</tr>
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<tbody>
<tr>
<td>Bernardo Heights</td>
<td>1,540</td>
<td>516</td>
<td>507</td>
<td>455</td>
<td>N/A</td>
<td>N/A</td>
<td>1,478</td>
<td>50</td>
<td>1,528</td>
<td>(12)</td>
</tr>
<tr>
<td>Black Mountain</td>
<td>1,317</td>
<td>421</td>
<td>438</td>
<td>402</td>
<td>N/A</td>
<td>N/A</td>
<td>1,261</td>
<td>50</td>
<td>1,311</td>
<td>(6)</td>
</tr>
<tr>
<td>Design 39</td>
<td>368</td>
<td>111</td>
<td>131</td>
<td>120</td>
<td>N/A</td>
<td>N/A</td>
<td>362</td>
<td></td>
<td>362</td>
<td>(6)</td>
</tr>
<tr>
<td>Meadowbrook</td>
<td>1,374</td>
<td>442</td>
<td>436</td>
<td>449</td>
<td>N/A</td>
<td>N/A</td>
<td>1,327</td>
<td>37</td>
<td>1,364</td>
<td>(10)</td>
</tr>
<tr>
<td>Mesa Verde</td>
<td>1,342</td>
<td>470</td>
<td>404</td>
<td>429</td>
<td>N/A</td>
<td>N/A</td>
<td>1,303</td>
<td>38</td>
<td>1,341</td>
<td>(1)</td>
</tr>
<tr>
<td>Oak Valley</td>
<td>1,458</td>
<td>461</td>
<td>479</td>
<td>480</td>
<td>N/A</td>
<td>N/A</td>
<td>1,420</td>
<td>40</td>
<td>1,460</td>
<td>(2)</td>
</tr>
<tr>
<td>Twin Peaks</td>
<td>1,185</td>
<td>396</td>
<td>387</td>
<td>353</td>
<td>N/A</td>
<td>N/A</td>
<td>1,136</td>
<td>38</td>
<td>1,174</td>
<td>(11)</td>
</tr>
<tr>
<td>New Directions</td>
<td>23</td>
<td>7</td>
<td>13</td>
<td>24</td>
<td>N/A</td>
<td>N/A</td>
<td>44</td>
<td></td>
<td>44</td>
<td>21</td>
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<tr>
<td><strong>TOTAL MIDDLE</strong></td>
<td>8,607</td>
<td>2,824</td>
<td>2,795</td>
<td>2,712</td>
<td>N/A</td>
<td>N/A</td>
<td>8,331</td>
<td>253</td>
<td>8,584</td>
<td>(23)</td>
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## 9 - 12 Enrollment

<table>
<thead>
<tr>
<th>School</th>
<th>Grade 9</th>
<th>Grade 10</th>
<th>Grade 11</th>
<th>Grade 12</th>
<th>N/A</th>
<th>N/A</th>
<th>Sub-Total</th>
<th>SDC</th>
<th>Total</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Del Norte</td>
<td>2,164</td>
<td>575</td>
<td>558</td>
<td>508</td>
<td>472</td>
<td>N/A</td>
<td>2,113</td>
<td>30</td>
<td>2,143</td>
<td>(21)</td>
</tr>
<tr>
<td>Mt. Carmel</td>
<td>1,905</td>
<td>466</td>
<td>462</td>
<td>444</td>
<td>439</td>
<td>N/A</td>
<td>1,811</td>
<td>46</td>
<td>1,857</td>
<td>(48)</td>
</tr>
<tr>
<td>Poway High</td>
<td>2,221</td>
<td>575</td>
<td>566</td>
<td>500</td>
<td>491</td>
<td>N/A</td>
<td>2,132</td>
<td>42</td>
<td>2,174</td>
<td>(47)</td>
</tr>
<tr>
<td>Rancho Bernardo</td>
<td>2,342</td>
<td>575</td>
<td>578</td>
<td>581</td>
<td>492</td>
<td>N/A</td>
<td>2,226</td>
<td>52</td>
<td>2,278</td>
<td>(64)</td>
</tr>
<tr>
<td>Westview</td>
<td>2,360</td>
<td>570</td>
<td>576</td>
<td>584</td>
<td>567</td>
<td>N/A</td>
<td>2,297</td>
<td>46</td>
<td>2,343</td>
<td>(17)</td>
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<tr>
<td>New Directions &amp; TPP</td>
<td>85</td>
<td>13</td>
<td>13</td>
<td>37</td>
<td>43</td>
<td>N/A</td>
<td>106</td>
<td>106</td>
<td>106</td>
<td>21</td>
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<tr>
<td><strong>TOTAL COMP. H.S.</strong></td>
<td>11,077</td>
<td>2,774</td>
<td>2,753</td>
<td>2,654</td>
<td>2,504</td>
<td>N/A</td>
<td>10,685</td>
<td>216</td>
<td>10,901</td>
<td>(176)</td>
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<tr>
<td>Abraxas</td>
<td>210</td>
<td>14</td>
<td>44</td>
<td>105</td>
<td>N/A</td>
<td>N/A</td>
<td>163</td>
<td>64</td>
<td>227</td>
<td>17</td>
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<tr>
<td><strong>TOTAL HIGH SCHOOL</strong></td>
<td>11,287</td>
<td>2,774</td>
<td>2,767</td>
<td>2,698</td>
<td>2,609</td>
<td>N/A</td>
<td>10,848</td>
<td>280</td>
<td>11,128</td>
<td>(159)</td>
</tr>
</tbody>
</table>

| Non Public Schools | 71 | N/A | N/A | N/A | N/A | N/A | 0 | 70 | 70 | (1) |

| Total District Mo. 1 2017-18 | 36,534 |

### TOTAL DISTRICT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2017-18 CALPADS</strong>*</td>
<td>36,519</td>
</tr>
<tr>
<td><strong>2016-17 CALPADS</strong>*</td>
<td>35,956</td>
</tr>
<tr>
<td><strong>2015-16 CALPADS</strong>*</td>
<td>35,771</td>
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<td><strong>2014-15 CALPADS</strong>*</td>
<td>35,629</td>
</tr>
<tr>
<td><strong>2013-14 CALPADS</strong>*</td>
<td>35,498</td>
</tr>
</tbody>
</table>

CALPADS - California Longitudinal Pupil Achievement Data Systems

2017-18 Enrollment Report Month 10
POWAY UNIFIED SCHOOL DISTRICT
TOTAL SCHOOL ENROLLMENT

POWAY UNIFIED SCHOOL DISTRICT
ELEMENTARY SCHOOL ENROLLMENT
TO:        POWAY UNIFIED SCHOOL DISTRICT  MEETING DATE:  June 28, 2018
PUBLIC FINANCING AUTHORITY

AGENDA ITEM:  ___6.10___

FROM:        Ron Little

Staff Support:

SUBJECT:  APPROVAL OF RESOLUTION NO. 114-2018 ENTITLED
"AUTHORIZED THE EXECUTION AND DELIVERY OF
THE FIRST SUPPLEMENTAL TRUST AGREEMENT TO
AMEND THAT TRUST AGREEMENT, DATED AS OF
SEPTEMBER 1, 2012, BY AND AMONG U.S. BANK
NATIONAL ASSOCIATION, AS TRUSTEE, POWAY
UNIFIED SCHOOL DISTRICT AND POWAY UNIFIED
SCHOOL DISTRICT PUBLIC FINANCING AUTHORITY
AND THE FIRST AMENDMENT TO LEASE AGREEMENT
TO AMEND THAT CERTAIN LEASE AGREEMENT, DATED
AS OF SEPTEMBER 1, 2012, BY AND BETWEEN THE
POWAY UNIFIED SCHOOL DISTRICT PUBLIC
FINANCING AUTHORITY AND THE POWAY UNIFIED
SCHOOL DISTRICT AND AUTHORIZING THE
EXECUTION OF NECESSARY DOCUMENTS AND
CERTIFICATES AND RELATED ACTIONS"

RECOMMENDATION:

Approve Resolution No. 114-2018, authorizing the delivery of the First Supplemental Trust Agreement and First Amendment to Lease Agreement.

DISCUSSION/PROGRAM:

In September of 2012, Poway Unified School District (the “District”) issued $57.3 million in School Facilities Restructuring Program (Bridge) Certificates of Participation (2012 COPs) to refinance the 2007 Lease Revenue Bonds and fund remaining school construction projects, of which $56.49 million is currently outstanding. In structuring the 2012 COPs, the District leased certain real property to the Poway Unified School District Public Financing Authority (the “Authority”) pursuant to a Ground Lease and the Authority leased such property back to the District pursuant to a Lease Agreement. All rights of the Authority to receive base rental payments to be made by the District pursuant to the Lease Agreement were assigned to U.S. Bank National Association, the purchaser of the 2012 COPs (the “Owner”).

As described in the Green Sheet for Agenda Item 6.10, in conjunction with the extension of the current Mode of

LEGAL REFERENCE:  Federal, State and Education Statutes regarding the issuance of tax exempt securities

FISCAL IMPACT:  N/A

MOVED BY:   _________________________ SECONDED BY:  _________________________
VOTE:  EXECUTIVE DIRECTOR ___  CHAIRPERSON ___  VICE CHAIRPERSON ___  CLERK ___  TREASURER ___
the 2012 COPs for four years and adjustment of the interest rate on the 2012 COPs for that same period, the District and the Owner desire to enter into a First Supplemental Trust Agreement and a First Amendment to Lease Agreement, each of which is briefly described below:

A. **First Supplemental Trust Agreement:** The First Supplemental Trust Agreement authorizes an amendment to the Trust Agreement dated September 1, 2012, by the Poway Unified School District Public Financing Authority (the “Authority”), the District and the Trustee. The amendment to the trust agreement will allow additional provisions to be incorporated into the Trust Agreement upon any change in mode to the Unenhanced Extended Rate Mode or upon the consent of the Owner of the Certificates consenting to a new adjustment period and a new adjusted interest rate.

B. **First Amendment to Lease Agreement:** The First Amendment to the Lease Agreement authorizes an amendment to the Lease Agreement, dated September 2, 2012, by the Authority and the District. The amendment to the Lease Agreement will allow additional provisions to be incorporated into the Trust Agreement upon any change in mode to the Unenhanced Extended Rate Mode or upon the consent of the Owner of the Certificates consenting to a new adjustment period and a new adjusted interest rate.
AUTHORIZING THE EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENTAL
TRUST AGREEMENT TO AMEND THAT TRUST AGREEMENT, DATED AS OF
SEPTEMBER 1, 2012, BY AND AMONG U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, POWAY UNIFIED SCHOOL DISTRICT AND POWAY UNIFIED SCHOOL
DISTRICT PUBLIC FINANCING AUTHORITY AND THE FIRST AMENDMENT TO
LEASE AGREEMENT TO AMEND THAT CERTAIN LEASE AGREEMENT, DATED
AS OF SEPTEMBER 1, 2012, BY AND BETWEEN THE POWAY UNIFIED SCHOOL
DISTRICT PUBLIC FINANCING AUTHORITY AND THE POWAY UNIFIED SCHOOL
DISTRICT AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS
AND CERTIFICATES AND RELATED ACTIONS

ON MOTION of Director ______________________, seconded by
Director ______________________, the following resolution is adopted:

WHEREAS, in order to provide financing and refinancing of certain schools and
support facilities of the District, and land necessary for certain of such facilities, the
Poway Unified School District (the “District”) caused to be executed and delivered the
Poway Unified School District Certificates of Participation (2012 School Facilities
Restructuring Program) (the “Certificates”);

WHEREAS, in order to provide funds to finance and refinance such school
facilities, the District leased certain real property and the improvements thereto (the
“Property”) to the Poway Unified School District Public Financing Authority (the
“Authority”) pursuant to a Ground Lease;

WHEREAS, the District subleased the Property back from the Authority pursuant
to a Lease Agreement, dated as of September 1, 2012 (the “Lease Agreement”);

WHEREAS, the Certificates were executed and delivered pursuant to the Trust
Agreement, dated as of September 1, 2012 (the “Trust Agreement”), by and among
U.S. Bank National Association, as Trustee, the Authority and the District, evidencing
direct, fractional undivided interests in the base rental payments to be made by the
District under the Lease Agreement (capitalized undefined terms used herein have the
meanings ascribed thereto in the Trust Agreement);

WHEREAS, the Certificates were initially executed and delivered in the Initial
Mode and continued in such Mode to and including the day before September 1, 2015,
the Change Date for the Initial Mode;

WHEREAS, the Trust Agreement provided that, on the Change Date for the
Initial Mode, the District shall effect a Change in Mode, as provided therein;
WHEREAS, the District, acting pursuant to the Trust Agreement and with the consent of U.S. Bank National Association ("U.S. Bank") as the Owner of all of the Outstanding Certificates, effected a Change in Mode for the Certificates from the Initial Mode to the Unenhanced Extended Rate Mode and a new Adjustment Period for the Unenhanced Extended Rate Mode and an Adjusted Interest Rate that each became effective upon such Change in Mode;

WHEREAS, the Trust Agreement provides that on the Change Date for such new Adjustment Period, being September 1, 2018, the District shall effect a Change in Mode from the Unenhanced Extended Rate Mode to the Enhanced Mode or to the Fixed Rate Mode unless the Owners of the Certificates shall have consented to a new Adjustment Period for the Unenhanced Extended Rate Mode and a new Adjusted Interest Rate during such new Adjustment Period;

WHEREAS, based upon the recommendation of Fieldman Rolapp & Associates, the District’s municipal advisor, and concurred in by District staff, this Board has determined that it would be in the District’s best financial interests to maintain the Unenhanced Extended Rate Mode for the Certificates and to effect a new Adjustment Period and Adjusted Interest Rate for the Certificates;

WHEREAS, the Trust Agreement provides that in order to cause a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates in the Unenhanced Extended Rate Mode on the Change Date for such Mode, the Owners of the Certificates shall have consented to such new Adjustment Period to be in effect on such Change Date and such new Adjusted Interest Rate to be evidenced by the Certificates during such Adjusted Period;

WHEREAS, U.S. Bank remains the owner of all of the Certificates and has indicated to the District that U.S. Bank intends to so consent to such a new Adjustment Period and such a new Adjusted Interest Rate, such consent to be in the form of an Owner Consent of U.S. Bank that is accepted and agreed to by the District (such Owner Consent, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Owner’s Consent”);

WHEREAS, the District and U.S. Bank desire that certain Additional Conditions be incorporated into the Trust Agreement and the Lease Agreement (such Additional Provisions, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Unenhanced Extended Rate Mode New Adjustment Period and New Adjusted Interest Rate Additional Provisions”);

WHEREAS, Section 13.02 of the Trust Agreement provides that upon any Change in Mode to the Unenhanced Extended Rate Mode, the District may cause Additional Provisions to be incorporated into the Trust Agreement by delivering to the Trustee, on or before the date of such Change in Mode, a Written Certificate of the District directing that such Additional Provisions, a copy of which shall be attached to
such Written Certificate, be incorporated into the Trust Agreement on and as of the date of such Change in Mode, and that said Additional Provisions shall remain in effect so long as the Certificates are in the Unenhanced Extended Rate Mode effected on the date of such Change in Mode and, upon a Change in Mode to a different Mode, said Additional Provisions shall be of no further force or effect;

WHEREAS, Section 13.02 does not, however, currently provide that the District may cause Additional Provisions to be incorporated into the Trust Agreement on (a) the Change Date for the Unenhanced Extended Rate Mode to effect a new Adjustment Period and a new Adjusted Interest Rate with the consent of the Owners of the Certificates or (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to the Trust Agreement;

WHEREAS, in order to provide flexibility, the District, the Authority and U.S. Bank desire to amend Section 13.02 of the Trust Agreement pursuant to the First Supplemental Trust Agreement to provide that the District may cause Additional Provisions to be incorporated into the Trust Agreement (a) on the Change Date for the Unenhanced Extended Rate Mode upon the Owners of the Certificates consenting to a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates during such Adjustment Period pursuant to Section 3.08 of the Trust Agreement, and (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to Section 3.09 of the Trust Agreement;

WHEREAS, Section 10.02 of the Lease Agreement provides that upon any Change in Mode to the Unenhanced Extended Rate Mode, the District may cause Additional Provisions to be incorporated into the Lease Agreement by delivering to the Trustee, on or before the date of such Change in Mode, a Written Certificate of the District directing that such Additional Provisions, a copy of which shall be attached to such Written Certificate, be incorporated into the Lease Agreement on and as of the date of such Change in Mode, and that said Additional Provisions shall remain in effect so long as the Certificates are in the Unenhanced Extended Rate Mode effected on the date of such Change in Mode and, upon a Change in Mode to a different Mode, said Additional Provisions shall be of no further force or effect;

WHEREAS, Section 10.02 of the Lease Agreement does not, however, currently provide that the District may cause Additional Provisions to be incorporated into the Lease Agreement (a) on the Change Date for the Unenhanced Extended Rate Mode upon the Owners of the Certificates consenting to a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates during such Adjustment Period pursuant to Section 3.08 of the Trust Agreement, or (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to Section 3.09 of the Trust Agreement;

WHEREAS, in order to provide flexibility, the District, the Authority and the Corporation desire to amend Section 10.02 of the Lease Agreement, pursuant to the
First Amendment to Lease Agreement to provide that the District may cause Additional Provisions to be incorporated into the Lease Agreement (a) on the Change Date for the Unenhanced Extended Rate Mode upon the Owners of the Certificates consenting to a new Adjustment Period to be in effect on such Change Date and a new Adjusted Interest Rate to be evidenced by the Certificates during such Adjustment Period pursuant to Section 3.08 of the Trust Agreement, and (b) on the Change Date for the Unenhanced Extended Rate Mode upon a purchase by a Purchaser of the Certificates pursuant to Section 3.09 of the Trust Agreement;

WHEREAS, there have been prepared and submitted to this meeting forms of:

(a) the First Supplemental Trust Agreement; and
(b) the First Amendment to Lease Agreement;

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Poway Unified School District Public Financing Authority, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board of Directors of the Authority so finds.

Section 2. The form of the First Supplemental Trust Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Chairperson of the Board, the Vice Chairperson of the Board, the Executive Director of the Authority, the Auditor and Treasurer of the Authority, and the Secretary of the Authority, and such other officers of the Authority as the Chairperson of the Board may designate (the "Authorized Officers"), are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the Authority, to execute and deliver the First Supplemental Trust Agreement in substantially said form, with such changes, insertions, and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The form of the First Amendment to Lease Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amendment to Lease Agreement Trust Agreement in substantially said form, with such changes,
insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The Authorized Officers and officers and employees of the Authority are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 5. All actions heretofore taken by the officers, employees and agents of the Authority with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Directors of the Poway Unified School District Public Financing Authority of San Diego County.

Chairperson of the Public Financing Authority  Clerk/Secretary of the Public Financing Authority
RECOMMENDATION:

Approve and ratify the Stipulated Agreements for expulsion in the case numbers listed below.

DISCUSSION/PROGRAM:

Case Number 2017-2018.25
A tenth grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Section 48900 and Education Code Section 48915. The Stipulated Agreement recommends that the student be expelled for the remainder of the second semester of the 2017-2018 school year and the first semester of the 2018-2019 school year. The Stipulated Agreement further states that the expulsion be suspended and that the student be referred to Abraxas High School.

Case Number 2017-2018.30
A ninth grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Section 48900. The Stipulated Agreement recommends that the student be expelled for the remainder of the second semester of the 2017-2018 school year and the first semester of the 2018-2019 school year. The Stipulated Agreement further states that the student be referred to the S.D.C.O.E. Momentum Learning Program.

Case Number 2017-2018.31
An eighth grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Section 48900. The Stipulated Agreement recommends that the student be expelled for the remainder of the second semester of the 2017-2018 school year and the first trimester of the 2018-2019 school year. The Stipulated Agreement further states that the expulsion be suspended and that the student be referred to the New Directions Independent Study Program.

LEGAL REFERENCE: California Education Code Sections 48900 and 48915

FISCAL IMPACT: N/A
Case Number 2017-2018.32
An eighth grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Section 48900. The Stipulated Agreement recommends that the student be expelled for the remainder of the second semester of the 2017-2018 school year and the first quarter of the 2018-2019 school year. The Stipulated Agreement further states that the student be referred to the S.D.C.O.E. Momentum Learning Program.

Case Number 2017-2018.33
A tenth grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Section 48900 and Education Code Section 48915. The Stipulated Agreement recommends that the student be expelled for the remainder of the second semester of the 2017-2018 school year and the first semester of the 2018-2019 school year. The Stipulated Agreement further states that the expulsion be suspended and that the student be referred to Abraxas High School.

Case Number 2017-2018.35
An eleventh grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Section 48900 and Education Code Section 48915. The Stipulated Agreement recommends that the student be expelled for the remainder of the second semester of the 2017-2018 school year and the first semester of the 2018-2019 school year. The Stipulated Agreement further states that the student be referred to the S.D.C.O.E. Momentum Learning Program.
RECOMMENDATION:

Approve and ratify the enforced expulsion in the case number listed below.

DISCUSSION/PROGRAM:

Case Number 2017-2018.25
A tenth grade student and parent entered into a Stipulated Agreement for violation of Education Code Sections 48900 and 48915. The Stipulated Agreement recommended that the student be expelled and that the expulsion be suspended to allow the student to attend Abraxas High School with a behavior contract. The student has violated the terms of the behavior contract and the terms of the original expulsion order; therefore, the Director of Student Discipline is recommending that the Board enforce the original expulsion order noted in the Stipulated Agreement previously submitted to the Board. It is being recommended that the student be referred to the S.D.C.O.E. Momentum Learning Program for the remainder of the second semester of the 2017-2018 school year and the first semester of the 2018-2019 school year.

LEGAL REFERENCE: California Education Code Sections 48900 and 48915

FISCAL IMPACT: N/A
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Mel Robertson  AGENDA ITEM: 7.3
Staff Support: James Dayhoff

SUBJECT: READMISSION OF STUDENTS ON EXPULSION

RECOMMENDATION:

Readmit the students represented by the case numbers listed below to the Poway Unified School District.

DISCUSSION/PROGRAM:

Case Number 2017-2018.02
The student and parents have submitted documents presenting satisfactory evidence that they have completed requirements set forth as conditions for return to the District. Therefore, staff is recommending that the student represented by the case number listed above be readmitted to the Poway Unified School District with the student being placed at Meadowbrook Middle School.

Case Number 2017-2018.05
The student and parents have submitted documents presenting satisfactory evidence that they have completed requirements set forth as conditions for return to the District. Therefore, staff is recommending that the student represented by the case number listed above be readmitted to the Poway Unified School District with the student being placed at Black Mountain Middle School.

Case Number 2017-2018.06
The student and parents have submitted documents presenting satisfactory evidence that they have completed requirements set forth as conditions for return to the District. Therefore, staff is recommending that the student represented by the case number listed above be readmitted to the Poway Unified School District with the student being placed at Mt. Carmel High School.

Case Number 2017-2018.07
The student and parents have submitted documents presenting satisfactory evidence that they have completed

LEGAL REFERENCE: California Education Code Sections 48900 and 48915

FISCAL IMPACT: N/A
requirements set forth as conditions for return to the District. Therefore, staff is recommending that the student represented by the case number listed above be readmitted to the Poway Unified School District with the student being placed at Twin Peaks Middle School.

**Case Number 2017-2018.13**
The student and parents have submitted documents presenting satisfactory evidence that they have completed requirements set forth as conditions for return to the District. Therefore, staff is recommending that the student represented by the case number listed above be readmitted to the Poway Unified School District with the student continuing at Abraxas High School until graduation.
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018

FROM: Mel Robertson  
Staff Support: Mercedes Hubschmitt

AGENDA ITEM: 7.4

SUBJECT: APPROVAL OF PUSD LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) FOR 2018-2019

RECOMMENDATION:

Approve the 2018-2019 Local Control and Accountability Plan.

DISCUSSION/PROGRAM:

In compliance with California Education Codes 52060 – 52077, PUSD District staff has developed the District’s Local Control and Accountability Plan (LCAP) using the template required by the California Department of Education. Staff has updated the Goals, Actions, and Services based on stakeholder input.

PUSD’s Local Control and Accountability Plan aligns with the eight LCAP Priority Areas adopted by California’s State Board of Education (SBE), PUSD’s Strategic Vision, and the Goals and Initiatives adopted by the PUSD Board of Education in fall 2013:

1. Ensure each student engages in a challenging 21st Century learning experience.
2. Develop and maintain communications systems that create collective engagement among all stakeholders.
3. Create a collaborative culture of continuous learning for all staff.

PUSD’s five 2018-2019 LCAP goals are:

1. Support high-quality teachers in their implementation of an articulated California standards-based curriculum, instruction, and assessment to ensure College and Career Readiness and Citizenship for all students, TK-12.

2. Create systems and structures that provide multiple pathways of learning and engagement to increase College and Career Readiness of our students and close the achievement gaps for all subgroups.

LEGAL REFERENCE: California Education Code 52060-52077

FISCAL IMPACT: TBD

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE:  Beatty ___  O’Connor-Ratcliff ___  Patel ___  Sellers ___  Zane ___  
STUDENT PREFERENTIAL VOTE: Mishra ___
3. Strengthen safe, healthy, positive, and attractive learning environment and experiences for all learners.

4. Increase student and parent engagement in learning through enhanced community involvement, two-way communication, and partnerships with community businesses.

5. Develop, implement, and embed a collaborative learning structure and system for adults and students to increase student achievement.

Opportunities for stakeholders to provide input in the development of PUSD’s LCAP goals include:

- District staff and community input via site forums and district survey
- District Advisory Committee, District English Learner Advisory Committee
- Superintendent’s Roundtable (consisting of all management positions Director and above) and TK-12 Principals
- Superintendent’s Student Advisory Committee
- District Committees: Counseling; Special Education

The District’s timeline for development of the LCAP update:

- September 2017 to Present: Current district data collected for LCAP update.
- February-March: Surveys developed, launched, and data collected through Superintendent’s Student Advisory Committee; collected data, shared and discussed with District English Language Advisory Committee (DELAC) and District Advisory Committee (DAC).
- March – April: Revisited critical questions based on State’s eight priority areas covered in the LCAP requirements and presented at Community Forums for feedback and input for informing LCAP actions and services.
- May – June 2018: LCAP Actions and Services presented to DAC and DELAC on May 31 for review and input and presented to Board and Public at June 5, 2018, Board meeting. Superintendent’s written responses provided to DAC/DELAC and Board of Education; LCAP Actions, Services, and Budget adopted by Board at June 28 Board meeting; and submitted to SDCOE by June 30.

A copy of the LCAP is available for public review in the Administration Center.
TO: BOARD OF EDUCATION

FROM: Mel Robertson
Staff Support: Doug Johnson and Todd Cassen

MEETING DATE: June 28, 2018
AGENDA ITEM: 7.5

SUBJECT: SCHOOL ACCOUNTABILITY REPORT CARD (SARC) FOR ELEMENTARY, MIDDLE, AND HIGH SCHOOLS FOR 2017-2018

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Since November 1988, state law has required all public schools receiving state funding to prepare and distribute a School Accountability Report Card (SARC). Each SARC must be updated annually and published by February 1, with data from the previous year. The purpose of the report card is to provide parents and the community with important information about each public school.

Not less than triennially, the governing board of each school district shall compare the content of the School Accountability Report Card of the school district to the model School Accountability Report Card adopted by the state board.

The governing board of each school district annually shall issue a School Accountability Report Card for each school in the school district, publicize those reports, and notify parents or guardians of pupils that a hard copy will be provided upon request.

A 2016-17 sample school SARC and a list of the model SARC components approved by the California State School Board are attached.

The SARCs for all PUSD schools can be found here: https://powayusd.com/en-US/District/District-Reports/SARC

LEGAL REFERENCE: California Education Code Sections 33126, 33126.1, 35256b, and 35258

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ O'Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

**DataQuest**
DataQuest is an online data tool located on the CDE DataQuest Web page at http://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

**Internet Access**
Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library).
Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

**About This School**

**Contact Information (School Year 2017-18)**

<table>
<thead>
<tr>
<th>School Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>School Name</strong></td>
<td>Del Sur Elementary School</td>
</tr>
<tr>
<td><strong>Street</strong></td>
<td>15665 Paseo Del Sur</td>
</tr>
<tr>
<td><strong>City, State, Zip</strong></td>
<td>San Diego, CA 92127</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>858-674-6200</td>
</tr>
<tr>
<td><strong>Principal</strong></td>
<td>Eric Takeshita</td>
</tr>
<tr>
<td><strong>E-mail Address</strong></td>
<td><a href="mailto:etakeshita@powayusd.com">etakeshita@powayusd.com</a></td>
</tr>
<tr>
<td><strong>Web Site</strong></td>
<td><a href="http://www.powayusd.com/dses">http://www.powayusd.com/dses</a></td>
</tr>
<tr>
<td><strong>CDS Code</strong></td>
<td>37682960116475</td>
</tr>
</tbody>
</table>
School Description and Mission Statement (School Year 2017-18)

Del Sur Elementary School opened in August of 2008. We are now entering our tenth year. During this time, we continue to build a school of excellence. Our school has gained the lofty position of achieving a 10 10 state wide ranking consistently. We also were given the recognition of a 2014 California Distinguished School and a 2014 National Blue Ribbon School. Our school is built on the notion of educating children for the world of the 21st century.

Our balanced and rigorous program provides instruction in all content areas including the arts and physical education. Learning opportunities foster curiosity and academic achievement through a standards-based curriculum that promotes inquiry and discovery. This will yield well-rounded, college ready students. On our campus every classroom is affiliated with a university. The universities represented on our campus include - Northern Arizona University, Alabama, the University of Pennsylvania, Indiana, Oklahoma, Pittsburgh, Linfield College, California, UCSD, San Diego State, California State University, San Marcos, Cal Poly, Oregon, Ohio State, Hawaii, USC, Michigan, Washington, Yale, Point Loma, Pacific, Auburn, Baylor, Georgia, Kansas, UCSB, and UCLA.

Teachers and support staff are committed to educational excellence and work together in a cooperative, supportive, and professional manner. The school staff continually seeks new ways to provide sustained, effective, and quality instruction that meets the needs of all students.

Del Sur is located 30 miles north of downtown San Diego in the community of Del Sur. Our student body consists of students from richly diverse cultural, ethnic, linguistic, and religious backgrounds. In ethnic terms, the greatest number of our students are Caucasian (53%). Our second highest number of students are Asian (19%). Fifteen percent of our students have limited English proficiency. Eleven percent of our students come from educationally disadvantaged homes.

It is our mission to be a technologically progressive school dedicated to providing high levels of learning for all students while being focused on exploring the richness of the past, the opportunities of the present, and the infinite possibilities of the future.

Student Enrollment by Grade Level (School Year 2016-17)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>205</td>
</tr>
<tr>
<td>Grade 1</td>
<td>133</td>
</tr>
<tr>
<td>Grade 2</td>
<td>136</td>
</tr>
<tr>
<td>Grade 3</td>
<td>135</td>
</tr>
<tr>
<td>Grade 4</td>
<td>119</td>
</tr>
<tr>
<td>Grade 5</td>
<td>110</td>
</tr>
<tr>
<td>Total Enrollment</td>
<td>838</td>
</tr>
</tbody>
</table>
### A. Conditions of Learning

**State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

#### Teacher Credentials

<table>
<thead>
<tr>
<th>Teachers</th>
<th>School</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015-16</td>
<td>2016-17</td>
</tr>
<tr>
<td>With Full Credential</td>
<td>31</td>
<td>33</td>
</tr>
<tr>
<td>Without Full Credential</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Teaching Outside Subject Area of Competence (with full credential)</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Teacher Misassignments and Vacant Teacher Positions

<table>
<thead>
<tr>
<th>Indicator</th>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misassignments of Teachers of English Learners</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Teacher Misassignments *</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Vacant Teacher Positions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2017-18)

Year and month in which data were collected: 6/29/2017
<table>
<thead>
<tr>
<th>Subject</th>
<th>Textbooks and Instructional Materials/Year of Adoption</th>
<th>From Most Recent Adoption?</th>
<th>Percent of Students Lacking Own Assigned Copy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reading/Language Arts</td>
<td>Each pupil, including English learners, has a textbook or reading language arts material, or both, as required by the state of California. Appropriate materials and textbooks are available for each child to use in class and to take home to complete required homework assignments. All textbooks are aligned to the California Content Standards and approved for use by the State and the Poway Unified Board of Education.</td>
<td>Yes</td>
<td>0</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Each pupil, including English learners, has a textbook or math material, or both, as required by the state of California. Appropriate materials and textbooks are available for each child to use in class and to take home to complete required homework assignments. All textbooks are aligned to the California Content Standards and approved for use by the State and the Poway Unified Board of Education.</td>
<td>Yes</td>
<td>0</td>
</tr>
<tr>
<td>Science</td>
<td>Each pupil, including English learners, has a textbook or science/health material, or both, as required by the state of California. Appropriate materials and textbooks are available for each child to use in class and to take home to complete required homework assignments. All textbooks are aligned to the California Content Standards and approved for use by the State and the Poway Unified Board of Education.</td>
<td>Yes</td>
<td>0</td>
</tr>
<tr>
<td>History-Social Science</td>
<td>Each pupil, including English learners, has a textbook or History/Social Science material or both, as required by the state of California. Appropriate materials and textbooks are available for each child to use in class and to take home to complete required homework assignments. All textbooks are aligned to the California Content Standards and approved for use by the State and the Poway Unified Board of Education.</td>
<td>Yes</td>
<td>0</td>
</tr>
</tbody>
</table>

**School Facility Conditions and Planned Improvements (Most Recent Year)**

The Poway Unified School District ensures that students attend clean and safe facilities. In accordance with Education Code Section 17070.75(e), the District uses a School Facilities Inspection System developed by the State of California to ensure that each of its schools is maintained in good repair. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority. Daily cleaning schedules ensure that classrooms, offices and bathrooms are clean and well maintained. Playgrounds and fields are ample and well maintained. A full time custodian is on every campus throughout every school day. A night custodial crew cleans classrooms, restrooms and offices daily. The district has adopted cleaning standards for all schools. A summary of these standards is available at the district offices.
School Facility Good Repair Status (Most Recent Year)

Using the most recently collected FIT data (or equivalent), provide the following:
- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The overall rating

<table>
<thead>
<tr>
<th>System Inspected</th>
<th>Repair Status</th>
<th>Repair Needed and Action Taken or Planned</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Systems</strong>: Gas Leaks, Mechanical/HVAC, Sewer</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Interior</strong>: Interior Surfaces</td>
<td></td>
<td>Overall, school is in good condition. Carpet is failing at many of the seams.</td>
</tr>
<tr>
<td><strong>Cleanliness</strong>: Overall Cleanliness, Pest/Vermin Infestation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Electrical</strong>: Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Restrooms/Fountains</strong>: Restrooms, Sinks/Fountains</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Safety</strong>: Fire Safety, Hazardous Materials</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>Structural</strong>: Structural Damage, Roofs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>External</strong>: Playground/School Grounds, Windows/Doors/Gates/Fences</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Overall Facility Rating (Most Recent Year)

<table>
<thead>
<tr>
<th>Overall Rating</th>
<th>Exemplary</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Pupil Outcomes

State Priority: Pupil Achievement
The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in English Language Arts/Literacy (ELA) and Mathematics for All Students
Grades Three through Eight and Grade Eleven

<table>
<thead>
<tr>
<th>Subject</th>
<th>Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>School 2015-16</td>
</tr>
<tr>
<td>English Language Arts/Literacy (grades 3-8 and 11)</td>
<td>85</td>
</tr>
<tr>
<td>Mathematics (grades 3-8 and 11)</td>
<td>82</td>
</tr>
</tbody>
</table>

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in ELA by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)

<table>
<thead>
<tr>
<th>Student Group</th>
<th>Total Enrollment</th>
<th>Number Tested</th>
<th>Percent Tested</th>
<th>Percent Met or Exceeded</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Students</td>
<td>365</td>
<td>357</td>
<td>97.81</td>
<td>86.55</td>
</tr>
<tr>
<td>Male</td>
<td>199</td>
<td>195</td>
<td>97.99</td>
<td>84.62</td>
</tr>
<tr>
<td>Female</td>
<td>166</td>
<td>162</td>
<td>97.59</td>
<td>88.89</td>
</tr>
<tr>
<td>Black or African American</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>American Indian or Alaska Native</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Asian</td>
<td>91</td>
<td>89</td>
<td>97.8</td>
<td>91.01</td>
</tr>
<tr>
<td>Filipino</td>
<td>15</td>
<td>15</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>23</td>
<td>22</td>
<td>95.65</td>
<td>54.55</td>
</tr>
<tr>
<td>White</td>
<td>189</td>
<td>187</td>
<td>98.94</td>
<td>93.05</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>32</td>
<td>29</td>
<td>90.63</td>
<td>75.86</td>
</tr>
<tr>
<td>Socioeconomically Disadvantaged</td>
<td>32</td>
<td>32</td>
<td>100</td>
<td>50</td>
</tr>
<tr>
<td>English Learners</td>
<td>60</td>
<td>58</td>
<td>96.67</td>
<td>75.86</td>
</tr>
<tr>
<td>Students with Disabilities</td>
<td>33</td>
<td>28</td>
<td>84.85</td>
<td>64.29</td>
</tr>
<tr>
<td>Foster Youth</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2016-17)

<table>
<thead>
<tr>
<th>Student Group</th>
<th>Total Enrollment</th>
<th>Number Tested</th>
<th>Percent Tested</th>
<th>Percent Met or Exceeded</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Students</td>
<td>365</td>
<td>358</td>
<td>98.08</td>
<td>81.28</td>
</tr>
<tr>
<td>Male</td>
<td>199</td>
<td>196</td>
<td>98.49</td>
<td>80.1</td>
</tr>
<tr>
<td>Female</td>
<td>166</td>
<td>162</td>
<td>97.59</td>
<td>82.72</td>
</tr>
<tr>
<td>Black or African American</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>American Indian or Alaska Native</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Asian</td>
<td>91</td>
<td>90</td>
<td>98.9</td>
<td>92.22</td>
</tr>
<tr>
<td>Filipino</td>
<td>15</td>
<td>15</td>
<td>100</td>
<td>93.33</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>23</td>
<td>22</td>
<td>95.65</td>
<td>36.36</td>
</tr>
<tr>
<td>White</td>
<td>189</td>
<td>187</td>
<td>98.94</td>
<td>86.1</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>32</td>
<td>29</td>
<td>90.63</td>
<td>72.41</td>
</tr>
<tr>
<td>Socioeconomically Disadvantaged</td>
<td>32</td>
<td>32</td>
<td>100</td>
<td>37.5</td>
</tr>
<tr>
<td>English Learners</td>
<td>60</td>
<td>59</td>
<td>98.33</td>
<td>66.1</td>
</tr>
<tr>
<td>Students with Disabilities</td>
<td>33</td>
<td>28</td>
<td>84.85</td>
<td>46.43</td>
</tr>
<tr>
<td>Foster Youth</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

CAASPP Test Results in Science for All Students
Grades Five, Eight, and Ten

<table>
<thead>
<tr>
<th>Subject</th>
<th>Percent of Students Scoring at Proficient or Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Science (grades 5, 8, and 10)</td>
<td>91</td>
</tr>
</tbody>
</table>

Note: Science test results include California Standards Tests (CSTs), California Modified Assessment (CMA), and California Alternate Performance Assessment (CAPA) in grades five, eight, and ten.

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The 2016-17 data are not available. The California Department of Education is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was piloted in spring 2017. The CST and CMA for Science will no longer be administered.
State Priority: Other Pupil Outcomes
The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2016-17)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Percent of Students Meeting Fitness Standards</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Four of Six Standards</td>
<td>Five of Six Standards</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.3</td>
<td>16.7</td>
</tr>
</tbody>
</table>

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

C. Engagement

State Priority: Parental Involvement
The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

Opportunities for Parental Involvement (School Year 2017-18)

During the course of the year, our parents have many opportunities to get involved with our school. We have a very active Parent Teacher Association (PTA). This organization sponsors many programs that bring parents to school. For example, on a yearly basis this organization sponsors a Back to School Picnic before school, the annual Halloween parade, Literacy Night, Red Ribbon Week activities, the Book Fair, Math Family Night, Science Family Night, and Science Career Day. Our Educational Foundation was formed to help our school fundraise for programs needed on the campus. This important school organization provides our school support in the following programs: Impact Teacher RTI Tier two student support, technology procurements, physical education teacher, art teacher, and music teacher. This group also brings various technology supports to our school such as chromebook carts and various software resources like Compass Learning, Accelerated Reader, Accelerated Math, Spelling City, Mountain Language, and ESGI literacy support. Our School Site Council which is composed of teachers, staff, parents, and the administrator collectively write and review our yearly Single Plan for Student Achievement document and also write and review our yearly parent and student surveys. Four times a year, our EL parents attend meetings with our staff to learn important information on how to support their students. We invite our parents of our GATE students to two meetings a year.

Every other Friday, parents are invited to our Friday Flag assembly where we celebrate our country and students and discuss upcoming events. On a bimonthly basis, the principal holds coffees where he discusses school endeavors and issues. To prepare students for a successful school experience, a parent participation preschool and a regular full day preschool program is provided on our site. We also have two special needs preschool programs on our site to meet the needs of our students in our community and throughout the district. At Del Sur parent involvement and input is highly sought after and valued.

State Priority: School Climate
The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Suspensions</td>
<td>0.2</td>
<td>0.3</td>
<td>0.3</td>
<td>1.1</td>
<td>1.1</td>
<td>1.3</td>
<td>3.8</td>
<td>3.7</td>
<td>3.6</td>
</tr>
<tr>
<td>Expulsions</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.1</td>
<td>0.0</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
</tr>
</tbody>
</table>
School Safety Plan (School Year 2017-18)

Del Sur places strong emphasis on safety for students and staff. Emergency plans are reviewed frequently at staff meetings. The plan is also reviewed three times a year with our School Site Council. A yearly inspection from our liaison police officer with our safety committee is conducted and results are shared with staff and school community. Annual training procedures and drills for earthquakes, fire, intruders and bus evacuation are held according to District requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. The school has an up-to-date Asbestos Plan. Staff models and reviews safe behaviors and practices with the students regularly.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Federal Intervention Program (School Year 2017-18)

<table>
<thead>
<tr>
<th>Indicator</th>
<th>School</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Improvement Status</td>
<td></td>
<td>In PI</td>
</tr>
<tr>
<td>First Year of Program Improvement</td>
<td></td>
<td>2012-2013</td>
</tr>
<tr>
<td>Year in Program Improvement*</td>
<td></td>
<td>Year 2</td>
</tr>
<tr>
<td>Number of Schools Currently in Program Improvement</td>
<td>N/A</td>
<td>4</td>
</tr>
<tr>
<td>Percent of Schools Currently in Program Improvement</td>
<td>N/A</td>
<td>100</td>
</tr>
</tbody>
</table>

Note: Cells with N/A values do not require data.

Average Class Size and Class Size Distribution (Elementary)

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Avg. Class Size</th>
<th>Number of Classes</th>
<th>Avg. Class Size</th>
<th>Number of Classes</th>
<th>Avg. Class Size</th>
<th>Number of Classes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014-15</td>
<td></td>
<td>2015-16</td>
<td></td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-20</td>
<td>21-32</td>
<td>33+</td>
<td>1-20</td>
<td>21-32</td>
<td>33+</td>
</tr>
<tr>
<td>K</td>
<td>27</td>
<td>6</td>
<td>25</td>
<td>6</td>
<td>24</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>22</td>
<td>2</td>
<td>26</td>
<td>5</td>
<td>26</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>24</td>
<td>4</td>
<td>27</td>
<td>4</td>
<td>27</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>27</td>
<td>3</td>
<td>32</td>
<td>2</td>
<td>27</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>34</td>
<td>2</td>
<td>45</td>
<td>1</td>
<td>28</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>34</td>
<td>2</td>
<td>45</td>
<td>1</td>
<td>28</td>
<td>4</td>
</tr>
</tbody>
</table>

Number of classes indicates how many classes fall into each size category (a range of total students per class).

Academic Counselors and Other Support Staff (School Year 2016-17)

<table>
<thead>
<tr>
<th>Title</th>
<th>Number of FTE Assigned to School</th>
<th>Average Number of Students per Academic Counselor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Counselor</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Counselor (Social/Behavioral or Career Development)</td>
<td>.6</td>
<td>N/A</td>
</tr>
<tr>
<td>Library Media Teacher (Librarian)</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Library Media Services Staff (Paraprofessional)</td>
<td>1</td>
<td>N/A</td>
</tr>
<tr>
<td>Psychologist</td>
<td>.2</td>
<td>N/A</td>
</tr>
<tr>
<td>Social Worker</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Nurse</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Speech/Language/Hearing Specialist</td>
<td>1.4</td>
<td>N/A</td>
</tr>
<tr>
<td>Resource Specialist</td>
<td>1</td>
<td>N/A</td>
</tr>
<tr>
<td>Other</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Note: Cells with N/A values do not require data.

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.
Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2015-16)

<table>
<thead>
<tr>
<th>Level</th>
<th>Total</th>
<th>Supplemental/Restricted</th>
<th>Average Teacher Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Site</td>
<td>--</td>
<td>--</td>
<td>$80,807.43</td>
</tr>
<tr>
<td>District</td>
<td>N/A</td>
<td>N/A</td>
<td>$80,316</td>
</tr>
<tr>
<td>Percent Difference: School Site and District</td>
<td>N/A</td>
<td>N/A</td>
<td>0.6</td>
</tr>
<tr>
<td>State</td>
<td>N/A</td>
<td>N/A</td>
<td>$79,228</td>
</tr>
<tr>
<td>Percent Difference: School Site and State</td>
<td>N/A</td>
<td>N/A</td>
<td>2.0</td>
</tr>
</tbody>
</table>

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2016-17)

The district’s general fund includes monies for:
1. General operations—salaries, benefits, services, materials, and support to the general education
2. Special education—programs offering appropriate, individualized education to students with special needs
3. Supplemental grants used to increase or improve services to unduplicated pupils
4. Special projects/grants
5. Transportation
6. Facilities, Maintenance and operations
7. District administration

Each school in the district receives an instructional budget based on enrollment, programs, and on formulas set by the Board of Education policy, state law, agreements with employee bargaining units, and guidelines of outside funding agencies.

Teacher and Administrative Salaries (Fiscal Year 2015-16)

<table>
<thead>
<tr>
<th>Category</th>
<th>District Amount</th>
<th>State Average for Districts In Same Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Teacher Salary</td>
<td>$47,046</td>
<td>$47,808</td>
</tr>
<tr>
<td>Mid-Range Teacher Salary</td>
<td>$83,106</td>
<td>$73,555</td>
</tr>
<tr>
<td>Highest Teacher Salary</td>
<td>$101,917</td>
<td>$95,850</td>
</tr>
<tr>
<td>Average Principal Salary (Elementary)</td>
<td>$130,715</td>
<td>$120,448</td>
</tr>
<tr>
<td>Average Principal Salary (Middle)</td>
<td>$139,680</td>
<td>$125,592</td>
</tr>
<tr>
<td>Average Principal Salary (High)</td>
<td>$147,900</td>
<td>$138,175</td>
</tr>
<tr>
<td>Superintendent Salary</td>
<td>$317,385</td>
<td>$264,457</td>
</tr>
<tr>
<td>Percent of Budget for Teacher Salaries</td>
<td>39%</td>
<td>35%</td>
</tr>
<tr>
<td>Percent of Budget for Administrative Salaries</td>
<td>5%</td>
<td>5%</td>
</tr>
</tbody>
</table>

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at [http://www.cde.ca.gov/ds/fd/cs/](http://www.cde.ca.gov/ds/fd/cs/).

Professional Development (Most Recent Three Years)

Research supports the positive effects professional development has on increasing student learning. All teaching staff is afforded the opportunity to participate in district and site sponsored professional development. These workshops are presented in a semester or year-long series and support a wide variety of professional development. These include the use of effective instructional strategies and approaches, implementing the use of computer technology in teaching and learning, digital citizenship, critical reading, writing and mathematics strategies, effective use of assessments, positive discipline in-services, and multicultural training. Teachers and administrators are actively involved in professional development activities at the school, district, state, and national level. The Poway Professional Assistance Program (PPAP) provides support for new teachers. Teachers are encouraged to participate in the National Board Certification process and recognized by the Poway Unified School District when they earn NBCT status.

This year our staff is spending our professional time studying our Response to Intervention program, strategies related to "soft skills" development, and strengthening our Tier 1 instruction especially for opportunities for small group instruction. Additionally, we are receiving training in implementing Accelerated Math or Renaissance 360.
The following components are included in the model California Department of Education School Accountability Report Card Template adopted by the California School Board: The Poway Unified School District’s School Accountability Report Cards align with this document.

About This School:
- District Contact Information
- School Contact Information
- School Description and Mission Statement
- Student Enrollment by grade level
- Student Enrollment by student group

State Priority: Basic:
- Teacher Credentials
- Teacher Misassignments and Vacant Teacher Positions
- Quality, Currency, Availability of Textbooks and Instructional Materials
- School Facility Conditions and Planned Improvements
- School Facility Good Repair Status
- Overall Facility Rate

Pupil Outcomes:
- CAASPP Test Results in English Language Arts/Literacy (ELP) and Mathematics for All students
- CAASPP Test Results in ELA by Student Group
- CAASPP Test Results in Science for All Students
- CAASPP Test Results in Science by Student Group
- Career Technical Education Programs
- Career Technical Education Participation
- Courses for University of California (UC) and/or California State University (CSU) Admission

Other Pupil Outcomes
- California Physical Fitness Test Results
Engagement:

State Priority: Parent Involvement:
  Opportunities for Parental Involvement

State Priority: Pupil Engagement:
  High school dropout rates
  High school graduation rates

State Priority: School Climate:
  Suspensions and Expulsions
  School Safety Plan

Other SARC Information:
  Federal Intervention Programs
  Average Class Size
  Academic Counselors and Other Support Staff
  Expenditures Per Pupil and School Site Salaries
  Teacher and Administrative Salaries
  Advanced Placement
  Professional Development
TO: BOARD OF EDUCATION

FROM: Mel Robertson
Staff Support: Doyan Howard

MEETING DATE: June 28, 2018

AGENDA ITEM: 7.6

SUBJECT: PUBLIC HEARING AND APPROVAL OF THE 2018-2019 ANNUAL SERVICE PLAN AND ANNUAL BUDGET PLAN FOR THE SPECIAL EDUCATION LOCAL PLAN AREA (SELP A)

RECOMMENDATION:

Following a public hearing, approve the Annual Service Plan and Annual Budget Plan.

DISCUSSION/PROGRAM:

The California Department of Education requires that each Special Education Local Plan Area (SELP A) develops a Service and Budget Plan component to the Local Plan.

The Annual Service Plan describes the full continuum of services that ensures access to appropriate instruction and services for all students with disabilities from birth to 22 years of age, including children with low incidence disabilities. The Annual Budget Plan provides an overview of anticipated special education revenue and expenditures for the 2018-2019 school year.

Both the Annual Service Plan and Annual Budget Plan must be developed according to the SELPA’s Local Plan governance and policy-making process. It is necessary that the Board approve, after a public hearing, the Annual Service Plan and Annual Budget Plan to be incorporated in the Poway Unified School District’s Local Plan for special education.

A copy of the Annual Service Plan and Annual Budget Plan was provided to the Board electronically for their review, and will be available at the Board meeting.

LEGAL REFERENCE: California Education Code Section 56205(b)(2)

FISCAL IMPACT:

Contribution From Unrestricted General Fund: $42,619,349
Transportation Contribution From Unrestricted General Fund: $6,328,732
Total Budget: $70,238,624

MOVED BY: ________________________ SECONDED BY: ________________________

VOTE: Beatty ___ O’Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___ Student Preferential Vote: Mishra ___
RECOMMENDATION:

Designate Garden Road Elementary as a Title 1 School. Garden Road will operate as a Targeted Assistance School (TAS).

DISCUSSION/PROGRAM:

Federal Title I, Part A (Title I) provides financial assistance to local educational agencies (LEAs) and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards. With the sunset of No Child Left Behind, PUSD is no longer a District in Program Improvement, required to set aside funds for transportation, professional development and before/after school alternative educational services. PUSD allocates funds received under Title I, Part A to eligible schools in rank order by grade span (Elementary) on the basis of total number of children from low-income families in each school. Beginning July 1, 2018, Title 1 funds will be allocated to Garden Road Elementary, the fifth elementary school in rank order of percentage of children from low-income families.

Each Title I school is classified as either a Targeted Assistance School or a Schoolwide Title I Program. Garden Road Elementary School will operate as a Targeted Assistance Program (TAS). The purpose of a TAS is to provide services to identified students, support methods and instructional strategies that are proven effective, and that strengthen the core curriculum.

Garden Road will join Pomerado, Midland, Los Penasquitos and Valley Elementary Schools as a Title 1 School.

LEGAL REFERENCE: ESSA Section 1113[a][4][B]; 34 CFR 200.78[a][3]; ESSA Section 1115[b][2][A]; ESSA Section 1115[c]

FISCAL IMPACT: Title I, Part A (Basic Grant - $1,885,740)
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018
FROM: Mel Robertson  AGENDA ITEM: 7.8
Staff Support:

SUBJECT: STUDENT AWARDS FOR ACADEMIC ACHIEVEMENT - SCHOLARSHIPS 2017-2018

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Abraxas, Del Norte, Mt. Carmel, Poway, Rancho Bernardo, and Westview High Schools conduct awards programs honoring students who have received academic recognition and scholarships. Our students have competed successfully for local and national awards. The totals below include military academy scholarships. Scholarship amounts are self-reported by students to school sites and may not include all scholarships.

<table>
<thead>
<tr>
<th>High School</th>
<th>Military Academy Offered</th>
<th>Military Academy Accepted</th>
<th>Academic/Athletic Offered</th>
<th>Academic/Athletic Accepted</th>
<th>Total Offered</th>
<th>Total Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abraxas</td>
<td>$-</td>
<td>$-</td>
<td>$16,650</td>
<td>$16,650</td>
<td>$16,650</td>
<td>$16,650</td>
</tr>
<tr>
<td>Del Norte</td>
<td>$-</td>
<td>$-</td>
<td>$25,459,175</td>
<td>$5,871,823</td>
<td>$25,459,175</td>
<td>$5,871,823</td>
</tr>
<tr>
<td>Mt. Carmel</td>
<td>$452,560</td>
<td>$452,560</td>
<td>$6,000,112</td>
<td>$2,217,096</td>
<td>$6,452,672</td>
<td>$2,669,656</td>
</tr>
<tr>
<td>Poway</td>
<td>$630,000</td>
<td>$630,000</td>
<td>$3,834,032</td>
<td>$1,810,116</td>
<td>$4,644,032</td>
<td>$2,440,116</td>
</tr>
<tr>
<td>Rancho Bernardo</td>
<td>$180,840</td>
<td>$180,840</td>
<td>$16,165,931</td>
<td>$5,473,659</td>
<td>$16,346,771</td>
<td>$5,654,499</td>
</tr>
<tr>
<td>Westview</td>
<td>$1,342,000</td>
<td>$1,162,000</td>
<td>$17,639,835</td>
<td>$6,011,107</td>
<td>$18,981,835</td>
<td>$7,173,107</td>
</tr>
</tbody>
</table>

LEGAL REFERENCE:

FISCAL IMPACT:

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE:  Beatty ___  O'Connor-Ratcliff ___  Patel ___  Sellers ___  Zane ___  Student Preferential Vote: Mishra ___
| TOTALS | $2,605,400 | $2,425,400 | $69,115,735 | $21,400,451 | $71,721,135 | $23,825,851 |
TO: BOARD OF EDUCATION
FROM: Mel Robertson
Staff Support: Doyan Howard

MEETING DATE: June 28, 2018
AGENDA ITEM: 7.9

SUBJECT: UPDATE ON ANNUAL REPORT OF ACTIVITIES FROM THE SPECIAL EDUCATION COMMUNITY ADVISORY COMMITTEE FOR 2017-2018

RECOMMENDATION:
Information and Presentation.

DISCUSSION/PROGRAM:
Karen Harkins-Slocomb, Chair of the Special Education Community Advisory Committee (CAC), will provide information and present an annual report of activities for the 2017-2018 school year.

LEGAL REFERENCE: California Education Code Section 56190-56194

FISCAL IMPACT:

MOVED BY: ________________________  SECONDED BY: ________________________

VOTE: Beatty ___ O'Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___  Student Preferential Vote: Mishra ___
TO: BOARD OF EDUCATION
MEETING DATE: June 28, 2018

FROM: James Jimenez
AGENDA ITEM: 8.1

Staff Support:

SUBJECT: APPROVAL OF THE EMPLOYMENT AGREEMENT BETWEEN POWAY UNIFIED SCHOOL DISTRICT AND THE SUPERINTENDENT

RECOMMENDATION:


DISCUSSION/PROGRAM:

The Board of Education approved an employment agreement with Superintendent Marian Kim Phelps during the open session of its March 7, 2017, meeting. The agreement was for a period of approximately three years and three months, from April 3, 2017, through June 30, 2020. The agreement contains a provision stating that, in the event the Superintendent receives a satisfactory performance evaluation, the Board may extend the agreement for an additional year “so long as the term of the Agreement at any time does not exceed three years.” The Board has completed the Superintendent’s evaluation for the 2017-2018 school year, and she received a rating above satisfactory. This agenda item is for the Board to consider whether to extend the Superintendent’s contract. This agreement is identical to the agreement approved on March 7, 2017, with the exception of the term of the agreement. Approval of this agreement will create an agreement that does not exceed three years.

LEGAL REFERENCE: California Education Code Section 35026, et seq.

FISCAL IMPACT: Based on the employment agreement
EMPLOYMENT AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF
THE POWAY UNIFIED SCHOOL DISTRICT
AND
MARIAN KIM PHELPS, Ed.D., SUPERINTENDENT

This Agreement is entered into between the Board of Education (“Board”) of the Poway Unified School District (“District”) and Marian Kim Phelps, Ed.D (“Superintendent”).

1. **TERM**

The Board hereby employs Marian Kim-Phelps, Ed.D., as the Superintendent of the Poway Unified School District for a term commencing on July 1, 2018, and ending the effective date of June 30, 2021, or until this Agreement is otherwise terminated by the terms of the Agreement.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Board may extend the term of the Agreement for an additional year, so long as the term of the Agreement does not at any time exceed three years. An amendment for the extension of the term of this Agreement shall be approved at a regularly scheduled Board meeting.

2. **COMPENSATION**

A. **Base Salary**

The Superintendent’s annual base salary shall be TWO-HUNDRED NINETY-SIX THOUSAND AND ONE HUNDRED TWENTY-FIVE DOLLARS ($296,125) as specified on the salary schedule attached hereto as Exhibit A. The salary will be payable in twelve equal installments on the last working day of each calendar month, and prorated for any partial month’s service. The annual base salary shall be increased pursuant to the terms of this Agreement or otherwise by action of the Board. Such an increase would not constitute a new agreement, nor extend the term of this Agreement.

The Superintendent shall have the option of designating a portion of her salary, within applicable legal limitations, to be placed into a deferred compensation plan which complies with all requirements of the Internal Revenue Code and all other applicable laws and regulations.

B. **Base Salary Increases**

During each year of this Agreement, the Superintendent’s annual base salary shall be in accordance with the attached salary schedule and not any negotiated salary increase for any other group of employees. Any and all adjustments pursuant to the attached schedule shall be contingent upon an annual evaluation which indicates overall satisfactory performance. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Board.

C. **Longevity Incentive**

Superintendent shall receive longevity step increases as follows: (i) 2.5% increase at the conclusion of ten (10) years of service in Poway Unified School District; (ii) 2.5% increase at the conclusion of fifteen (15) years of service in Poway Unified School District; (iii) 2.5% increase at the conclusion of twenty (20) years of service in Poway Unified School District; and (iv) 2.5% increase at the conclusion of twenty-five (25) years of service in Poway Unified School District. The increase at each step shall not be calculated on a compounding basis.
D. Doctoral Stipend

The Superintendent shall receive the same doctoral stipend as other District management personnel.

3. DUTIES AND RESPONSIBILITIES

The Superintendent shall be governed by and shall perform all duties and responsibilities as set forth in the California Education Code, as well as all rules and regulations of the State Board of Education and rules, regulations, policies, and directives of the Board. This includes acting as the Chief Executive Officer of the District. The Superintendent shall comply with all Board directives, state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

4. ORGANIZATION

The Superintendent shall organize District management and support staff to best serve the needs of the District. The Superintendent is responsible for recommending qualified candidates for selection, placement and transfer, to be approved by Board vote. The Superintendent shall submit an alternative recommendation should Board approval not be given.

5. BOARD-SUPERINTENDENT RELATIONS

The Board and the Superintendent agree to work together in a spirit of cooperation and teamwork to further the District’s mission. The Board and the Superintendent agree to perform their duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position. The Board members shall, in their positions, formulate and adopt the policies of the District. It shall be the Superintendent’s responsibility to administer the policies of the District, including responsibility for the study and recommendation of policies, and the handling of criticism, complaint, and suggestions brought to the Board.

6. EVALUATION

The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once per year. The annual evaluation will be in writing and completed by July 31 of each year unless the Board and Superintendent agree upon another date. In addition to these evaluations, the Board and the Superintendent shall meet from time to time to discuss the Superintendent’s performance. The Superintendent’s evaluation shall be based upon the duties outlined in this Agreement, District Policies and Regulation, Board-adopted priorities, the Superintendent’s Goals and Objectives and prevailing law.

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of the Agreement. Said evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the District for the year of the evaluation. The evaluation format shall be reasonably objective and shall contain the following evaluation criteria: Board priority goals, Board relations, educational leadership, personnel relations, business and facilities services, community relations, personal qualities, administrative services.

The Board shall develop Goals and Objectives for the performance of the Superintendent. The Goals and Objectives shall be delivered to the Superintendent no later than one month following the evaluation of the preceding year. These Goals and Objectives shall be among the criteria by which the Superintendent is evaluated.
Lack of an evaluation shall not preclude the Superintendent from eligibility to salary increases as provided in this Agreement or have any effect on any other paragraph of this Agreement, unless otherwise specified.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendation as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the written evaluation. This response will become a permanent attachment to the written evaluation in the Superintendent’s personnel file. Within thirty (30) days of the Board’s delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

The Superintendent’s evaluation and assessment of performance, including evaluation criteria and performance goals and objectives, shall be private and confidential and shall not be considered part of the Superintendent’s Employment Agreement. All discussions regarding these matters shall be held in a closed session of the Board.

The evaluation procedures and requirements set forth in this Agreement, and any Board policy specifically governing the Superintendent’s evaluation, shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

7. **OUTSIDE PROFESSIONAL ACTIVITIES**

The Superintendent may, to the extent permitted by law, serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Superintendent’s discretion. Any such activities which require the Superintendent to be absent from the District for more than three (3) consecutive full working days shall be reported in advance to the Board and shall be subject to Board approval. Any compensation received by the Superintendent for any outside professional activities shall belong to the Superintendent if they are completed on the Superintendent’s vacation days or non-work days.

8. **MEDICAL EXAMINATIONS**

The Superintendent shall, at the Board’s option, have an annual, comprehensive medical examination by a District-selected physician. The District shall pay any expense above that paid by the District’s insurance. A report on the physical condition of the Superintendent shall be shared with the Board President and shall be treated as confidential information by the Board.

9. **WORK YEAR**

The Superintendent shall be required to render twelve months of service to the District during each annual period covered by this Agreement, except that she shall be entitled to twenty-six (26) days of annual vacation with pay, exclusive of holidays defined in sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. Unused vacation days will accrue on an annual basis as long as the Superintendent’s accrued vacation does not exceed fifty-two (52) days. Should the Superintendent’s accrued vacation time reach fifty-two (52) days, the Superintendent will cease to
accrue further vacation days until the Superintendent’s accrued vacation time falls below fifty-two (52) days. In the event of resignation, retirement, termination or other separation of employment from the District, the Superintendent shall be entitled to compensation for all unused accrued vacation, not to exceed fifty-two (52) days, at her then current daily rate of compensation or portion thereof. Except as expressly provided herein, the Superintendent shall not be entitled to compensation for unused accrued vacation time.

10. **LEAVES**

Except as otherwise provided in this Agreement, the Superintendent shall be provided with one (1) day per month sick leave absence, credited in advance for her current year’s sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

11. **REIMBURSEMENT FOR EXPENSES**

The Superintendent shall receive the following reimbursements:

- All actual and necessary expenses incurred in the performance of her duties, including membership dues in the Association of California School Administrators, the American Association of School Administrators, one other of her choosing, and one community service club. Membership dues shall be paid directly by the District to the organizations. For reimbursement, the Superintendent shall submit an expense claim to the Board in writing for the Superintendent’s reimbursable expenses for the prior month. The Superintendent’s expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board’s authorization of reimbursement.

12. **HEALTH AND WELFARE BENEFITS**

The Superintendent shall receive any health and welfare plan offered to other District certificated management employees for herself and her dependents. Upon Superintendent’s retirement from the District, the District shall pay the full premium costs for the Superintendent to be covered under any health and welfare plan offered to other certificated management employees, until Superintendent is eligible for Medicare.

At such a time Superintendent is eligible for Medicare, she shall have the option to continue the District plan at her own cost.

The Board, at the sole expense of the District, shall obtain and maintain a term policy (without cash value), insuring the life of the Superintendent, including but not limited to accidental death, in the amount of Two Hundred and Fifty Thousand Dollars ($250,000) Dollars. Superintendent shall have the option to continue the plan upon her retirement, at her own cost, at the current District group rates.

13. **OTHER EMPLOYMENT**

Should the Superintendent be selected as a finalist for other employment, the Board shall be notified within seven days.

14. **AMENDMENT OF AGREEMENT**

This Agreement may be amended at any time by mutual written agreement of the parties.

15. **TERMINATION OF AGREEMENT**
A. Resignation

The Superintendent may resign and terminate this Agreement provided that she has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.

B. Mutual Agreement

The District and the Superintendent may, by mutual written agreement, terminate the Agreement at any time. Any mutual termination including a cash settlement shall be subject to the provisions of Government Code section 53260, which restricts any cash settlement to no more than the lesser of the then monthly salary times twelve (12) months or the remaining term of the Agreement.

C. Termination by Board – For Cause

This Agreement and the services of the Superintendent may be terminated by the Board at any time for material breach of this Agreement, when the Superintendent has neglected to adequately perform her duties under the Agreement, or for and of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall thereafter be entitled to a conference with the Board at which time the Superintendent shall be given an opportunity to respond to the grounds for termination. The Superintendent may be represented by counsel at the conference with the Board at her own expense. Any decision to terminate for a material breach shall be effective upon the date determined by the Board.

D. Termination by Board – Without Cause

The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Superintendent a monthly sum equal to the difference between the Superintendent’s salary in effect during her last month of service and the amount earned after the effective date of termination for the remainder of this Agreement or twelve (12) months, whichever is less. Payments to Superintendent shall be made on a monthly basis unless the Board agrees otherwise.

For purposes of this Agreement, the term “salary” shall include only the Superintendent’s regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The parties agree that any damages to the Superintendent that may result from the Board’s early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District’s completion of its
obligations under this provision constitutes the Superintendent’s sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

E. **Non-Renewal of Agreement**

Pursuant to the Education Code, section 35031, the Board may elect not to renew this Agreement, and/or not to reemploy the Superintendent upon the expiration of this Agreement pursuant to Education Code Section 35031.

F. **Death or Disability**

Death of the Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Superintendent up to the time of death, if any, shall be paid to the Superintendent’s estate unless otherwise declared in writing by the Superintendent or directed by the executor of her estate.

If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of her position, with or without reasonable accommodation, this Agreement may, at the Board’s election, be terminated in accordance with applicable law.

16. **GOVERNING LAW**

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.

17. **SAVINGS**

If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

18. **CREDITABLE COMPENSATION/TAXES**

Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. Superintendent shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall defend, indemnify and defend the District from all such consequences.

19. **WAIVER**

Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

20. **COMPLETE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent’s employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.
21. **CONSTRUCTION**

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

22. **INDEPENDENT REPRESENTATION**

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon, or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

23. **PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3 AND 53243.4**

To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code Sections 53243-53243.4 which requires reimbursement under the circumstances stated therein, as listed below.

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, “abuse of office or position” means either of the following:

(a) An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
The intent of this Section is to satisfy the requirements in Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4, and this Agreement shall be interpreted consistent with these statutes.

24. **PUBLIC RECORD**

The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date hereinafter set forth.

BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT.

By: ________________________________ June ____, 2018
T.J. Zane
Board President

By: ________________________________ June ____, 2018
Darshana Patel
Board Vice-President

By: ________________________________ June ____, 2018
Charles Sellers
Board Clerk

By: ________________________________ June ____, 2018
Kimberley Beatty

By: ________________________________ June ____, 2018
Michelle O’Connor-Ratcliff

**Acceptance**

I hereby accept this Agreement for Employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of Poway Unified School District.
Dated: ________________________________       By:_____________________________________

Marian Kim Phelps, Ed.D.

This Agreement was approved in open session by the Board of Education of the Poway Unified School District at a meeting duly scheduled and held on June 28, 2018, at San Diego County, California.

Attest: ____________________________________

Clerk of the Board

EXHIBIT A
SUPERINTENDENT SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Salary</th>
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<table>
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</tr>
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</tr>
<tr>
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<td>$296,125.00</td>
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TO: BOARD OF EDUCATION  
FROM: James Jimenez  
AGENDA ITEM: 8.2

Staff Support:

SUBJECT: APPROVAL OF THE ASSOCIATE SUPERINTENDENT, LEARNING SUPPORT SERVICES (LSS) EMPLOYMENT AGREEMENT

RECOMMENDATION:

Approve the Associate Superintendent, Learning Support Services (LSS) Employment Agreement.

DISCUSSION/PROGRAM:

Personnel Support Services conducted a recruitment for the position of Associate Superintendent, Learning Support Services. The recruitment included a posting period of May 10, 2018, through May 29, 2018. A paper screening was conducted to ensure candidates met the minimum qualifications as stated in the job description. Candidates meeting the minimum qualifications were screened by District Leadership. Candidates were interviewed by a panel of stakeholders, which included management employees, association leadership, and staff. Candidates were then interviewed by the Superintendent and Executive Cabinet, and a selection was made following a thorough reference check.

The Associate Superintendent of Learning Support Services employment agreement is being presented for approval.

California Government Code Section 53262 states:

53262. (a) All contracts of employment with a superintendent, deputy superintendent, assistant superintendent, associate superintendent, community college president, community college vice president, community college deputy vice president, general manager, city manager, county administrator, or other similar chief administrative officer or chief executive officer of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body's minutes.
(b) Copies of any contracts of employment, as well as copies of the settlement agreements, shall be available to the public upon request.

LEGAL REFERENCE: California Government Code Section 53262

FISCAL IMPACT: N/A

MOVED BY: _________________  SECONDED BY: _________________

VOTE: Beatty ___ O'Connor-Ratcliff ___ Patel ___ Sellers ___ Zane ___  Student Preferential Vote: Mishra ___
It is customary throughout the County and State that the Associate Superintendent has a multiple-year contract approved by the School Board. It is recommended that the Associate Superintendent, Learning Support Services contract be approved under the terms and conditions set forth in the Employment Agreement.
EMPLOYMENT AGREEMENT
Between the POWAY UNIFIED SCHOOL DISTRICT and
ASSOCIATE SUPERINTENDENT CAROL OSBORNE

This Agreement is entered into between the Poway Unified School District (“District”) and Carol Osborne (“Associate Superintendent”).

1. **TERM**

   The District hereby employs Carol Osborne as the Associate Superintendent of Learning Support Services for a term commencing on July 3, 2018, and ending the effective date of June 30, 2021, or until this Agreement is otherwise terminated by the terms of the Agreement.

2. **COMPENSATION**

   A. **Base Salary**

   The Associate Superintendent’s base salary shall be One Hundred Seventy Seven Thousand, Six Hundred Ninety Nine Dollars ($177,699) Step 2 as specified on the salary schedule attached hereto as Exhibit A. The salary will be payable in twelve equal installments on the last working day of each calendar month, and prorated for any partial month’s service. The annual base salary shall be increased pursuant to the terms of this Agreement or otherwise by action of the Board. Such an increase would not constitute a new agreement, nor extend the term of this Agreement.

   B. **Base Salary Increases**

   During each year of this Agreement, the Associate Superintendent’s annual base salary shall be in accordance with the attached salary schedule and not any negotiated salary increase for any other group of employees. Any and all step increases pursuant to the attached schedule shall be contingent upon an annual evaluation which indicates overall satisfactory performance, made effective July 1 of each subsequent year. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Superintendent. The Board retains the right to adjust the salary schedule at any time during the term of the of this Agreement, with any adjustment to be effective upon the date established by the Board; provided, however, that pursuant to Education Code section 45033, a salary adjustment shall not reduce the annual salary below the figure stated on Exhibit A except by mutual Agreement.

   C. **Longevity Incentive**

   Associate Superintendent shall receive longevity step increases as follows: (i) 2.5% increase at the conclusion of ten (10) years of service in Poway Unified School District; (ii) 2.5% increase at the conclusion of fifteen (15) years of service in Poway Unified School District; (iii) 2.5% increase at the conclusion of twenty (20) years of service in Poway Unified School District; and (iv) 2.5% increase at the conclusion of twenty-five (25) years of service in Poway Unified School District. The increase at each step shall not be calculated on a compounding basis.

   D. **Doctoral Stipend**

   The Associate Superintendent shall receive the same doctoral stipend as other District management personnel.
3. **DUTIES AND RESPONSIBILITIES**

   a. The Associate Superintendent shall perform the duties of Associate Superintendent as prescribed by Board Policy and Administrative Procedures and as assigned by the Superintendent. These duties include, but are not limited to, those that may be granted to or imposed by law upon the position, those that may be assigned to the position by the Board, or those that may be assigned to the position by the Superintendent, and those that may be further described in the Board’s policies and procedures.

   b. The Associate Superintendent may be assigned additional duties, have duties removed, or be transferred to another position with different duties, by the Superintendent for the remainder of the contract term. Should such a transfer occur, the salary provisions of this contract shall continue to apply. This provision shall not be interpreted to amend any of the provisions of Section 11 – Termination of Agreement.

   c. All duties shall be performed under the supervision and direction of the Superintendent.

   d. Associate Superintendent shall provide two hundred and forty-four (244) days of service to the District for each annual period, or portion thereof, covered by this agreement.

   e. Associate Superintendent shall devote full time and efforts to the business of the Poway Unified School District, and shall be available for all events, incidents, and tasks needing the position’s attention. Associate Superintendent may undertake outside professional activities, with written approval from the Superintendent, as long as they do not interfere with the ability to perform the position’s required duties or conflict with existing law.

   f. Associate Superintendent shall obtain and maintain all licenses, credentials, certificates, permits and approvals of any nature that are legally required to fulfill the obligations of the Associate Superintendent of Learning Support Services.

4. **EVALUATION**

   The Superintendent shall formally evaluate and assess in writing the performance of the Associate Superintendent at least once per year. This evaluation and assessment shall be reasonably related to the position description of Associate Superintendent, mutually agreed upon goals and objectives, applicable Board Policies and Administrative Procedures, and California Law. The Board may provide input for the Superintendent prior to the final evaluation. In the event that the Superintendent determines that the performance of the Associate Superintendent is unsatisfactory in any respect, Superintendent shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Associate Superintendent. The Associate Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Associate Superintendent’s personnel file. Salary step increases are contingent upon an annual evaluation indicating overall satisfactory rating. Failure to meet the timeline shall have no effect on the right of the Superintendent to evaluate the Associate Superintendent’s performance at any time.

5. **WORK YEAR**

   The Associate Superintendent shall be required to render twelve months of service to the District during each annual period covered by this Agreement, except that Associate Superintendent shall be entitled to twenty-six (26) days of annual vacation with pay, exclusive of holidays defined in sections 37220
and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. Unused vacation days will accrue on an annual basis as long as the Associate Superintendent’s accrued vacation does not exceed fifty-two (52) days. Should the Associate Superintendent’s accrued vacation time reach fifty-two (52) days, the Associate Superintendent will cease to accrue further vacation days until the Associate Superintendent’s accrued vacation time falls below fifty-two (52) days. In the event of resignation, retirement, termination or other separation of employment from the District, the Associate Superintendent shall be entitled to compensation for all unused accrued vacation, not to exceed fifty-two (52) days, at Associate Superintendent’s then current daily rate of compensation or portion thereof. Except as expressly provided herein, the Associate Superintendent shall not be entitled to compensation for unused accrued vacation time.

6. **LEAVES**

   The Associate Superintendent shall accrue sick leave at the rate of twelve (12) days per contract year. Except as otherwise provided in this Agreement, the Associate Superintendent shall be provided with one (1) day per month sick leave absence, credited in advance for Associate Superintendent’s current year’s sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. **REIMBURSEMENT FOR EXPENSES**

   The Associate Superintendent shall be reimbursed for all actual and necessary expenses incurred and paid by the Associate Superintendent in the conduct of duties on behalf of the District consistent with Board Policies and Administrative Procedures.

8. **HEALTH AND WELFARE BENEFITS**

   The Associate Superintendent shall receive any health and welfare plan offered to other District certificated management employees, to be paid by the District. Upon Associate Superintendent’s retirement from the District, the District shall pay the full premium costs for the Associate Superintendent to be covered under any health and welfare plan offered to other certificated management employees, until Associate Superintendent is eligible for Medicare. At such a time Associate Superintendent is eligible for Medicare, she shall have the option to continue the District plan at her own cost.

   The Associate Superintendent shall be allowed to purchase, at her own expense, additional health, dental, vision and life insurance as offered to management personnel.

   The Board, at the sole expense of the District, shall obtain and maintain a term policy (without cash value), insuring the life of the Associate Superintendent, including but not limited to accidental death, in the amount of Two Hundred Thousand Dollars ($200,000) Dollars. Associate Superintendent shall have the option to continue the plan upon her retirement, at her own cost, at the current District group rates.

9. **OTHER EMPLOYMENT**

   Should the Associate Superintendent submit an application for employment outside the District, the Superintendent shall be notified within seven days.

10. **AMENDMENT OF AGREEMENT**

   This Agreement may be amended at any time by mutual written agreement of the parties.
11. **TERMINATION OF AGREEMENT**

A. **Mutual Agreement**

The District and the Associate Superintendent, may, by written mutual agreement, terminate the agreement at any time. Any mutual agreement of the parties is subject to the restrictions set forth in Government Code sections 53260 and 53261.

B. **Termination – For Cause**

This Agreement and the services of the Associate Superintendent may be terminated by the District at any time for material breach of this Agreement, when the Associate Superintendent has neglected to adequately perform her duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The District shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Associate Superintendent. The Associate Superintendent shall thereafter be entitled to a conference with the Superintendent at which time the Associate Superintendent shall be given an opportunity to respond to the grounds for termination. The Associate Superintendent may be represented by counsel at the conference with the Superintendent at her own expense. Any decision to terminate for a material breach shall be effective upon the date determined by the District.

C. **Termination – Without Cause**

The District unilaterally and without cause may terminate this Agreement and the Associate Superintendent’s employment. In consideration of the District’s right to terminate this Agreement without cause, the District shall pay the Associate Superintendent’s then current salary, for the remainder of the Agreement, but not to exceed a period of six (6) months, whichever occurs first, consistent with the requirements of Government Code 53260 and 53261.

Upon termination of this agreement without cause, the Associate Superintendent shall continue to receive the health and welfare benefits in Section 3 of this agreement for the remainder of the Agreement, but not to exceed a period of six (6) months, or until the Associate Superintendent finds other employment, whichever occurs first, consistent with the requirements of Government Codes 53260 and 53261.

D. **Non-Renewal of the Agreement**

Pursuant to Education Code Section 35031, the District may elect not to renew this Agreement, and/or not to reemploy the Associate Superintendent upon the expiration of this Agreement. Notice shall be given in accordance with the law, at least 45 days prior to the expiration of the agreement.

E. **Death or Disability**

Death of the Associate Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Associate Superintendent up to the time of death, if any, shall be paid to the Associate Superintendent’s estate unless otherwise declared in writing by the Associate Superintendent or directed by the executor of her estate.
If, as a result of a physical or mental disability, the Associate Superintendent is unable to perform the essential functions of her position, with or without reasonable accommodation, this Agreement may, at the District’s election, be terminated in accordance with applicable law.

12. **GOVERNING LAW**

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.

13. **SAVINGS CLAUSE**

If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

14. **CREDITABLE COMPENSATION/TAXES**

Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. Associate Superintendent shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall indemnify and defend the District from all such consequences.

15. **WAIVER**

Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

16. **COMPLETE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Associate Superintendent’s employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

17. **CONSTRUCTION**

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

18. **INDEPENDENT REPRESENTATION**

The Associate Superintendent and the District each recognize that in entering into this Agreement, the parties have relied upon, or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.
19. **PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3 AND 53243.4**

To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code Sections 53243-53243.4 which requires reimbursement under the circumstances stated therein, as listed below.

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, “abuse of office or position” means either of the following:

(a) An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

The intent of this Section is to satisfy the requirements in Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4, and this Agreement shall be interpreted consistent with these statutes.

20. **PUBLIC RECORD**

The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the ____________ day of ________________ , 2018.

POWAY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

Marian Kim-Phelps, Ed. D. Date
Superintendent
Secretary, Board of Trustees

I hereby accept this offer of employment and agree to comply with each and every condition herein, and to perform faithfully all the duties of employment of Associate Superintendent of Learning Support Services of the Poway Unified School District.

Carol Osborne, Associate Superintendent Date

This Agreement was approved in open session by the Board of Education of the Poway Unified School District at a meeting duly scheduled and held on June 28, 2018, at San Diego County, California.

Attest: _________________________________           _______________
Clerk of the Board   Date
**EXHIBIT A**

**ASSOCIATE SUPERINTENDENT SALARY SCHEDULE**

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**Pending an overall satisfactory rating on annual performance evaluation**
TO: BOARD OF EDUCATION  
FROM: James Jimenez  
AGENDA ITEM: 8.3

Staff Support:

SUBJECT: APPROVAL OF THE ASSISTANT SUPERINTENDENT,
STUDENT SUPPORT SERVICES (SSS) EMPLOYMENT
AGREEMENT

RECOMMENDATION:

Approve the Assistant Superintendent, Student Support Services (SSS) Employment Agreement.

DISCUSSION/PROGRAM:

Personnel Support Services conducted a recruitment for the position of Assistant Superintendent, Student Support Services. The recruitment included a posting period of May 10, 2018, through May 29, 2018. A paper screening was conducted to ensure candidates met the minimum qualifications as stated in the job description. Candidates meeting the minimum qualifications were screened by District Leadership. Candidates were interviewed by a panel of stakeholders, which included management employees, association leadership, and staff. Candidates were then interviewed by the Superintendent and Executive Cabinet, and a selection was made following a thorough reference check.

The Assistant Superintendent of Student Support Services employment agreement is being presented for approval.

California Government Code Section 53262 states:

53262. (a) All contracts of employment with a superintendent, deputy superintendent, assistant superintendent, associate superintendent, community college president, community college vice president, community college deputy vice president, general manager, city manager, county administrator, or other similar chief administrative officer or chief executive officer of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body's minutes.
(b) Copies of any contracts of employment, as well as copies of the settlement agreements, shall be available to the public upon request.

LEGAL REFERENCE: California Government Code Section 53262

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O'CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___
It is customary throughout the County and State that the Assistant Superintendent has a multiple-year contract approved by the School Board. It is recommended that the Assistant Superintendent, Student Support Services contract be approved under the terms and conditions set forth in the Employment Agreement.
EMPLOYMENT AGREEMENT
Between the POWAY UNIFIED SCHOOL DISTRICT and
ASSISTANT SUPERINTENDENT GREG MIZEL

This Agreement is entered into between the Poway Unified School District (“District”) and Greg Mizel (“Assistant Superintendent”).

1. TERM

The District hereby employs Greg Mizel as the Assistant Superintendent of Student Support Services for a term commencing on July 1, 2018, and ending the effective date of June 30, 2021, or until this Agreement is otherwise terminated by the terms of the Agreement.

2. COMPENSATION

A. Base Salary

The Assistant Superintendent’s base salary shall be One Hundred Sixty Four Thousand, Two Hundred Eighty Five Dollars ($164,285) Step 2 as specified on the salary schedule attached hereto as Exhibit A. The salary will be payable in twelve equal installments on the last working day of each calendar month, and prorated for any partial month’s service. The annual base salary shall be increased pursuant to the terms of this Agreement or otherwise by action of the Board. Such an increase would not constitute a new agreement, nor extend the term of this Agreement.

B. Base Salary Increases

During each year of this Agreement, the Assistant Superintendent’s annual base salary shall be in accordance with the attached salary schedule and not any negotiated salary increase for any other group of employees. Any and all step increases pursuant to the attached schedule shall be contingent upon an annual evaluation which indicates overall satisfactory performance, made effective July 1 of each subsequent year. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Superintendent. The Board retains the right to adjust the salary schedule at any time during the term of this Agreement, with any adjustment to be effective upon the date established by the Board; provided, however, that pursuant to Education Code section 45033, a salary adjustment shall not reduce the annual salary below the figure stated on Exhibit A except by mutual agreement.

C. Longevity Incentive

Assistant Superintendent shall receive longevity step increases as follows: (i) 2.5% increase at the conclusion of ten (10) years of service in Poway Unified School District; (ii) 2.5% increase at the conclusion of fifteen (15) years of service in Poway Unified School District; (iii) 2.5% increase at the conclusion of twenty (20) years of service in Poway Unified School District; and (iv) 2.5% increase at the conclusion of twenty-five (25) years of service in Poway Unified School District. The increase at each step shall not be calculated on a compounding basis.

D. Doctoral Stipend

The Assistant Superintendent shall receive the same doctoral stipend as other District management personnel.
3. **DUTIES AND RESPONSIBILITIES**

   a. The Assistant Superintendent shall perform the duties of Assistant Superintendent as prescribed by Board Policy and Administrative Procedure and as assigned by the Superintendent. These duties include, but are not limited to, those that may be granted to or imposed by law upon the position, those that may be assigned to the position by the Board, or those that may be assigned to the position by the Superintendent, and those that may be further described in the Board’s policies and procedures.

   b. The Assistant Superintendent may be assigned additional duties, have duties removed, or be transferred to another position with different duties, by the Superintendent for the remainder of the contract term. Should such a transfer occur, the salary provisions of this contract shall continue to apply. This provision shall not be interpreted to amend any of the provisions of Section 11 – Termination of Agreement.

   c. All duties shall be performed under the supervision and direction of the Superintendent.

   d. Assistant Superintendent shall provide two hundred and forty-four (244) days of service to the District for each annual period, or portion thereof, covered by this agreement.

   e. Assistant Superintendent shall devote full time and efforts to the business of the Poway Unified School District, and shall be available for all events, incidents, and tasks needing the position’s attention. Assistant Superintendent may undertake outside professional activities, with written approval from the Superintendent, as long as they do not interfere with the ability to perform the position’s required duties or conflict with existing law.

   f. Assistant Superintendent shall obtain and maintain all licenses, credentials, certificates, permits and approvals of any nature that are legally required to fulfill the obligations of the Assistant Superintendent of Student Support Services.

4. **EVALUATION**

   The Superintendent shall formally evaluate and assess in writing the performance of the Assistant Superintendent at least once per year. This evaluation and assessment shall be reasonably related to the position description of Assistant Superintendent, mutually agreed upon goals and objectives, applicable Board Policies and Administrative Procedures, and California Law. The Board may provide input for the Superintendent prior to the final evaluation. In the event that the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, Superintendent shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Assistant Superintendent. The Assistant Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Assistant Superintendent’s personnel file. Salary step increases are contingent upon an annual evaluation indicating overall satisfactory rating. Failure to meet the timeline shall have no effect on the right of the Superintendent to evaluate the Assistant Superintendent’s performance at any time.

5. **WORK YEAR**

   The Assistant Superintendent shall be required to render twelve months of service to the District during each annual period covered by this Agreement, except that Assistant Superintendent shall be entitled to twenty-six (26) days of annual vacation with pay, exclusive of holidays defined in sections 37220
and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. Unused vacation days will accrue on an annual basis as long as the Assistant Superintendent’s accrued vacation does not exceed fifty-two (52) days. Should the Assistant Superintendent’s accrued vacation time reach fifty-two (52) days, the Assistant Superintendent will cease to accrue further vacation days until the Assistant Superintendent’s accrued vacation time falls below fifty-two (52) days. In the event of resignation, retirement, termination or other separation of employment from the District, the Assistant Superintendent shall be entitled to compensation for all unused accrued vacation, not to exceed fifty-two (52) days, at Assistant Superintendent’s then current daily rate of compensation or portion thereof. Except as expressly provided herein, the Assistant Superintendent shall not be entitled to compensation for unused accrued vacation time.

6. **LEAVES**

The Assistant Superintendent shall accrue sick leave at the rate of twelve (12) days per contract year. Except as otherwise provided in this Agreement, the Assistant Superintendent shall be provided with one (1) day per month sick leave absence, credited in advance for Assistant Superintendent’s current year’s sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. **REIMBURSEMENT FOR EXPENSES**

The Assistant Superintendent shall be reimbursed for all actual and necessary expenses incurred and paid by the Assistant Superintendent in the conduct of duties on behalf of the District consistent with Board Policies and Administrative Procedures.

8. **HEALTH AND WELFARE BENEFITS**

The Assistant Superintendent shall receive any health and welfare plan offered to other District certificated management employees, to be paid by the District. Upon Assistant Superintendent’s retirement from the District, the District shall pay the full premium costs for the Assistant Superintendent to be covered under any health and welfare plan offered to other certificated management employees, until Assistant Superintendent is eligible for Medicare. At such a time Assistant Superintendent is eligible for Medicare, he shall have the option to continue the District plan at his own cost.

The Assistant Superintendent shall be allowed to purchase, at his own expense, additional health, dental, vision and life insurance as offered to management personnel.

The Board, at the sole expense of the District, shall obtain and maintain a term policy (without cash value), insuring the life of the Assistant Superintendent, including but not limited to accidental death, in the amount of Two Hundred Thousand Dollars ($200,000) Dollars. Assistant Superintendent shall have the option to continue the plan upon his retirement, at his own cost, at the current District group rates.

9. **OTHER EMPLOYMENT**

Should the Assistant Superintendent submit an application for employment outside the District, the Superintendent shall be notified within seven days.

10. **AMENDMENT OF AGREEMENT**

This Agreement may be amended at any time by mutual written agreement of the parties.
11. **TERMINATION OF AGREEMENT**

A. **Mutual Agreement**

The District and the Assistant Superintendent, may, by written mutual agreement, terminate the agreement at any time. Any mutual agreement of the parties is subject to the restrictions set forth in Government Code sections 53260 and 53261.

B. **Termination – For Cause**

This Agreement and the services of the Assistant Superintendent may be terminated by the District at any time for material breach of this Agreement, when the Assistant Superintendent has neglected to adequately perform his duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The District shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Assistant Superintendent. The Assistant Superintendent shall thereafter be entitled to a conference with the Superintendent at which time the Assistant Superintendent shall be given an opportunity to respond to the grounds for termination. The Assistant Superintendent may be represented by counsel at the conference with the Superintendent at his own expense. Any decision to terminate for a material breach shall be effective upon the date determined by the District.

C. **Termination – Without Cause**

The District unilaterally and without cause may terminate this Agreement and the Assistant Superintendent’s employment. In consideration of the District’s right to terminate this Agreement without cause, the District shall pay the Assistant Superintendent’s then current salary, for the remainder of the Agreement, but not to exceed a period of six (6) months, whichever occurs first, consistent with the requirements of Government Code 53260 and 53261.

Upon termination of this agreement without cause, the Assistant Superintendent shall continue to receive the health and welfare benefits in Section 3 of this agreement for the remainder of the Agreement, but not to exceed a period of six (6) months, or until the Assistant Superintendent finds other employment, whichever occurs first, consistent with the requirements of Government Codes 53260 and 53261.

D. **Non-Renewal of the Agreement**

Pursuant to Education Code Section 35031, the District may elect not to renew this Agreement, and/or not to reemploy the Assistant Superintendent upon the expiration of this Agreement. Notice shall be given in accordance with the law, at least 45 days prior to the expiration of the agreement.

E. **Death or Disability**

Death of the Assistant Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Assistant Superintendent up to the time of death, if any, shall be paid to the Assistant Superintendent’s estate unless otherwise declared in writing by the Assistant Superintendent or directed by the executor of his estate.
If, as a result of a physical or mental disability, the Assistant Superintendent is unable to perform the essential functions of his position, with or without reasonable accommodation, this Agreement may, at the District’s election, be terminated in accordance with applicable law.

12. **GOVERNING LAW**

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.

13. **SAVINGS CLAUSE**

If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

14. **CREDITABLE COMPENSATION/TAXES**

Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. Assistant Superintendent shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall indemnify and defend the District from all such consequences.

15. **WAIVER**

Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

16. **COMPLETE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Assistant Superintendent’s employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

17. **CONSTRUCTION**

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

18. **INDEPENDENT REPRESENTATION**

The Assistant Superintendent and the District each recognize that in entering into this Agreement, the parties have relied upon, or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.
19. PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3 AND 53243.4

To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code Sections 53243-53243.4 which requires reimbursement under the circumstances stated therein, as listed below.

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

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53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, “abuse of office or position” means either of the following:

(a) An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

The intent of this Section is to satisfy the requirements in Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4, and this Agreement shall be interpreted consistent with these statutes.

20. PUBLIC RECORD

The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the __________ day of __________, 2018.

POWAY UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

Marian Kim-Phelps, Ed. D.  Date
Superintendent
Secretary, Board of Trustees

I hereby accept this offer of employment and agree to comply with each and every condition herein, and to perform faithfully all the duties of employment of Assistant Superintendent of Student Support Services of the Poway Unified School District.

Greg Mizel, Assistant Superintendent  Date

This Agreement was approved in open session by the Board of Education of the Poway Unified School District at a meeting duly scheduled and held on June 28, 2018, at San Diego County, California.

Attest: ___________________________  ___________________________
       Clerk of the Board                                      Date
EXHIBIT A
ASSISTANT SUPERINTENDENT SALARY SCHEDULE

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** Pending an overall satisfactory rating on annual performance evaluation
TO: BOARD OF EDUCATION
FROM: James Jimenez
Staff Support: Corrie Amador

MEETING DATE: June 28, 2018
AGENDA ITEM: 8.4

SUBJECT: APPROVAL OF RESOLUTION NO. 69-2018 ENTITLED "RESOLUTION REGARDING THE ELIMINATION OR REDUCTION IN HOURS OF THE CLASSIFIED POSITIONS AS CONTAINED WITHIN EXHIBIT 'A'; CORRESPONDING LAYOFF OF CLASSIFIED EMPLOYEES"

RECOMMENDATION:

Approval of Resolution No. 69-2018 as presented.

DISCUSSION/PROGRAM:

California Education Code Sections 45117 and 45308 require that the Board of Education take the initial formal step of reducing in hours or eliminating classified positions, prior to actual personnel action being taken with affected employees. The vacant positions listed in the attachment are recommended for elimination following a position control review and reflect changes based on student and staffing support needs.

It is recommended the Board take action to approve the resolution presented to reduce or eliminate related positions in the classified service due to lack of work or lack of funds. All recommended actions are scheduled to be effective within the statutory timeline for notice.

LEGAL REFERENCE: California Education Code Sections 45117 and 45308

FISCAL IMPACT: Savings of approximately $210,000

MOVED BY: ____________________ SECONDED BY: ____________________

VOTE: BEATTY ___ O'CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
RESOLUTION REGARDING THE ELIMINATION OR REDUCTION IN HOURS OF THE CLASSIFIED POSITIONS AS CONTAINED WITHIN EXHIBIT ‘A’; CORRESPONDING LAYOFF OF CLASSIFIED EMPLOYEES

ON MOTION OF Member ________________________________, seconded by Member ________________________________, the following resolution is adopted:

WHEREAS, the Board of Education of the Poway Unified School District has determined in evaluating anticipated income and expenditures for the current and ensuing school year that the best interests of this school district would be served by the elimination and reduction of services being provided in certain classified employee positions and based upon such eliminations and reductions, classified employees will accordingly be subject to layoff or a reduction of hours for lack of work and/or lack of funds within the meaning of Education Code Section 45308;

WHEREAS, as a separate and independent cause for layoff or reduction in hours, it is the determination of this Board of Education in analyzing and balancing educational priorities, to eliminate and reduce the services being performed by all positions detailed within Exhibit “A” so that classified employees shall be subject to layoff or reduction in hours for lack of work and/or lack of funds within the meaning of Education Code Sections 45117 and 45308;

WHEREAS, the classified positions and the elimination and reduction of services as listed on Exhibit “A”.

WHEREAS, the Board of Education desires to comply with the requirements of law within the balancing of priorities.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The services being performed by those positions as contained within Exhibit “A” shall be eliminated and reduced as set forth therein, within the meaning of Education Code Sections 45117 and 45308 and, as a result of said action, affected employees shall be laid off and/or be subject to a reduction in hours of service;

2. As a separate and independent cause, as a result of the determination of the Board of Education in analyzing and balancing educational priorities, classified positions must be eliminated or reduced and classified employees must be subject to layoff or reduction in hours for lack of work and/or lack of funds within the meaning of Education Code Sections 45117 and 45308, and the affected classified employees serving within the classifications listed within Exhibit “A” shall be laid off and/or be subject to a reduction of hours within the meaning of Education Code Sections 45117 and 45308;

3. Said elimination and reduction of classified positions and services shall become effective at a date not earlier than the close of business of the date allowing sufficient time to provide 60-day notice to affected employees;

4. District representatives are directed to comply with the requirements, if any, of the Educational Employment Relations Act as to these layoffs and reductions in hours;
5. The Director of the Personnel Commission is authorized to give written notice of layoff and reduction of hours to affected classified employees, advising them of displacement rights, if any, and reemployment rights pursuant to the Education Code and provisions within applicable collective bargaining agreements.

PASSED AND ADOPTED on June 28, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  )

This is to certify that the foregoing document is a true copy of the Resolution of the Board of Education of the Poway Unified School District of San Diego County.

____________________________________
Charles Sellers
Clerk of the Board of Education
## Exhibit A
### Resolution No. 69-2018
#### Resolution Regarding the Elimination or Reduction in Hours of the Following Classified Positions

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TO: BOARD OF EDUCATION  
MEETING DATE: June 28, 2018

FROM: Marian Kim Phelps

AGENDA ITEM: 10.1

Staff Support:

SUBJECT: APPROVAL OF REGULAR BOARD MEETING DATES FOR 2019 - SECOND READING

RECOMMENDATION:
Approval of the recommended schedule of Regular Board Meeting dates for the year 2019 as presented.

DISCUSSION/PROGRAM:

Listed below are the recommended Regular Board Meeting dates for the year 2019:

<table>
<thead>
<tr>
<th>Proposed Dates</th>
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<tbody>
<tr>
<td>Thursday, January 17, 2019</td>
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<tr>
<td>Thursday, February 14, 2019</td>
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<td>Thursday, March 14, 2019</td>
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<tr>
<td>Thursday, April 11, 2019</td>
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<td>Thursday, May 9, 2019</td>
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<tr>
<td>Thursday, June 6, 2019</td>
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<td>Thursday, June 27, 2019</td>
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<tr>
<td>Thursday, August 8, 2019</td>
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<tr>
<td>Thursday, September 12, 2019</td>
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<tr>
<td>Thursday, October 10, 2019</td>
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<tr>
<td>Thursday, November 14, 2019</td>
</tr>
<tr>
<td>Thursday, December 12, 2019</td>
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</tbody>
</table>

Regular Board Meetings are held at the Poway Unified School District Office, 15250 Avenue of Science, San Diego, beginning at 6:00 p.m.

LEGAL REFERENCE: California Education Code Sections 35140

FISCAL IMPACT: N/A
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps

MEETING DATE: June 28, 2018
AGENDA ITEM: 10.2

Staff Support:

SUBJECT: APPROVAL OF CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICIES 0000 SERIES - FIRST READING

RECOMMENDATION:

Approval of CSBA Board Policies 0000 Series - Philosophy, Goals, Objectives, & Comprehensive Plans - First Reading.

DISCUSSION/PROGRAM:

At the November 16, 2015, Board Meeting, the Board voted to update PUSD Board Policies and Procedures and align them with those of the California School Boards Association (CSBA). In September 2016, a three day Policy Development Workshop, led by CSBA consultants, was conducted with Board members and staff to begin the process of updating PUSD Board Policies.

Board Policies 0000 – 0510 have been reviewed by staff and are being presented to the Board tonight as a first reading.

Copies of the policies have been provided to the Board electronically, hard copies are available to the public on request. Upon adoption, all policies will be posted on the PUSD website.

LEGAL REFERENCE: Refer to Board Policy 9000 - 9400

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
RECOMMENDATION:

Approval of CSBA Board Policies 2000 Series - Administration - First Reading.

DISCUSSION/PROGRAM:

At the November 16, 2015, Board Meeting, the Board voted to update PUSD Board Policies and Procedures and align them with those of the California School Boards Association (CSBA). In September 2016, a three day Policy Development Workshop, led by CSBA consultants, was conducted with Board members and staff to begin the process of updating PUSD Board Policies.

Board Policies 2000 – 2140 have been reviewed by staff and are being presented to the Board tonight as a first reading.

Copies of the policies have been provided to the Board electronically, hard copies are available to the public on request. Upon adoption, all policies will be posted on the PUSD website.

LEGAL REFERENCE:  Refer to Board Policy 9000 - 9400

FISCAL IMPACT:  N/A
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps

AGENDA ITEM: 10.4

SUBJECT: APPROVAL OF CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICIES 9000 SERIES - FIRST READING

RECOMMENDATION:

Approval of CSBA Board Policies 9000 Series - Board Bylaws - First Reading.

DISCUSSION/PROGRAM:

At the November 16, 2015, Board Meeting, the Board voted to update PUSD Board Policies and Procedures and align them with those of the California School Boards Association (CSBA). In September 2016, a three day Policy Development Workshop, led by CSBA consultants, was conducted with Board members and staff to begin the process of updating PUSD Board Policies.

Board Policies 9000 – 9400 have been reviewed by staff and are being presented to the Board tonight as a first reading.

Copies of the policies have been provided to the Board electronically, hard copies are available to the public on request. Upon adoption, all policies will be posted on the PUSD website.

LEGAL REFERENCE: Refer to Board Policy 9000 - 9400

FISCAL IMPACT: N/A
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

Staff Support:

SUBJECT: BOARD MEMBER REPORTS

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Kimberley Beatty –

Michelle O’Connor-Ratcliff –

Dr. Darshana Patel –

Charles Sellers –

T.J. Zane -

Shaina Mishra, Student Board Member –

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ____________________________ SECONDED BY: ____________________________

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

Staff Support:

SUBJECT: SUPERINTENDENT'S REPORT

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Dr. Marian Kim Phelps will present a brief update on current issues and events.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: __________________________  SECONDED BY: __________________________

VOTE:  BEATTY ___  O'CONNOR-RATCLIFF ___  PATEL ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE: MISHRA ___
TO: BOARD OF EDUCATION  
MEETING DATE: June 28, 2018

FROM: Marian Kim-Phelps  
Staff Support: Christine Paik

AGENDA ITEM: 11.2 (a)

SUBJECT: STUDENT RECOGNITION

RECOMMENDATION:

INFORMATION.

DISCUSSION/PROGRAM:

- PUSD is pleased to announce the following National Merit Scholarship winners:

Corporate-Sponsored Scholarship Winners: This is the first group of winners in the 2018 National Merit Scholarship Program. Approximately 1,000 distinguished high school seniors were awarded corporate-sponsored National Merit Scholarship awards financed by about 200 corporations, company foundations, and other business organizations. Scholars were selected from students who advanced to the Finalist level in the National Merit Scholarship competition and met criteria of their scholarship sponsors. Corporate sponsors provide National Merit Scholarships for Finalists who are children of their employees, who are residents of communities the company serves, or who plan to pursue college majors or careers the sponsor wishes to encourage.

Sarah Cheng (Del Norte High School), National Merit Pfizer Inc. Scholarship
Valerie Chen (Del Norte High School), National Merit Northrop Grumman Scholarship
Christian Gaytan (Del Norte High School), National Merit Raytheon Scholarship
Ayaan Gopalan (Rancho Bernardo High School), National Merit Broadridge Scholarship
Rose Hong (Del Norte High School), National Merit Northrop Grumman Scholarship
Everett Lin (Del Norte High School), National Merit Northrop Grumman Scholarship
Anjali Ramesh (Del Norte High School), National Merit Northrop Grumman Scholarship

LEGAL REFERENCE: n/a

FISCAL IMPACT: n/a

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: Beatty ___  O’Connor-Ratcliff ___  Patel ___  Sellers ___  Zane ___  Student Preferential Vote: Mishra ___

Continued…
Johnathan Tran (Mt. Carmel High School), National Merit ViaSat Scholarship  
Charles Wang (Westview High School), National Merit Bentley Systems Scholarship

National Merit Scholarship: This is the second group of winners in the 2018 National Merit Scholarship Program, funded by the National Merit Scholarship Corporation itself. Two thousand five hundred Merit Scholar winners were selected from a pool of more than 15,000 outstanding finalists. The winners are the Finalists in each state judged to have the strongest combination of accomplishments, skills, and potential for success in rigorous college studies. The number of winners named in each state is proportional to the state’s percentage of the nation’s graduating high school seniors.

Allison Bao (Westview High School), National Merit $2,500 Scholarship  
Steven Chen (Westview High School), National Merit $2,500 Scholarship  
Samuel Hunter (Rancho Bernardo High School), National Merit $2,500 Scholarship  
Robert Ozturk (Rancho Bernardo High School), National Merit $2,500 Scholarship  
Andre Yin (Westview High School), National Merit $2,500 Scholarship  
Kevin Yu (Westview High School), National Merit $2,500 Scholarship

College-Sponsored Merit Scholarship Winners: This is the third group of recipients of the 2018 National Merit Scholarship Program, awarding approximately 3,500 winners of National Merit Scholarships financed by U.S. colleges and Universities. Officials of each sponsor college selected their scholarship winners from among the Finalists in the 2018 National Merit Scholarship Program who plan to attend their institution.

Evan Bartholomeusz (Poway High School), National Merit Brigham Young University  
Hannah Cheves (Poway High School), National Merit University of Southern California  
Rachel Leete (Rancho Bernardo High School), National Merit University of Central Florida

- Poway High School freshman Zachary Williams was awarded the Glenn A. and Melinda Adams National Eagle Scout Service Project of the Year Award. At the age of 13, Zachary designed, led, and assisted in the building of the first and only California Highway Patrol (CHP) Border Division K-9 Unit Training Facility in all of Southern California, in honor of his father, Officer Jonas Williams, who passed away unexpectedly after beginning the project.

- Meadowbrook Middle School 8th grader Madalyn Nguyen was awarded the President’s Volunteer Service Award from the White House for her extensive community service during the 2017-18 school year. She devoted over 200 hours of service to her passion of inspiring younger students through Robotics/STEM outreach events and mentoring two FIRST Lego League teams to an award-winning season. She was also selected for the Community Youth Volunteer of the Year award by Assemblymember Brian Maienschein’s office.

- Mesa Verde Middle School 7th grader NingXin Sun competed in the Scripps National Spelling Bee, held May 29-31 in Baltimore, Maryland. As a school spelling bee champion, she qualified to compete in the national tournament through the Bee’s RSVBEE program. Although not qualifying for the finals, she advanced past the first three rounds.

Continued…
• Poway High School senior **John Lettang** won 3rd place at the Rancho Bernardo Chorale competition, held at the Poway Center for Performing Arts on June 9 and 10, 2018. He was the only PUSD student chosen as one of the six finalists to perform at the show. The winners were decided by the audience’s vote and receive college scholarships.

• The following PUSD student filmmakers were presented with awards of 1st, 2nd, and 3rd place at the PUSD Character and Ethics Film Festival. Elementary, middle, and high school students submitted films that emphasize good decisions depicting one or more of the Character Counts! character traits: trustworthiness, respect, responsibility, fairness, caring, and citizenship.

Elementary Category:
1st place: "Pollution" - Highland Ranch Elementary School (Kriscia Cabral, Teacher)
**Meadow Cannon, Ellery Housand, Sophie Callahan, and Addison Middleton**, Students
2nd Place: "Mute" - Park Village Elementary School (Kevin Girod, Teacher)
**David Jang, Leona Gerdji, Rushika Raghuvanshi, Trevor Atchley, Ian Lai, Zach Martinez, and Elizabeth Hamilton**, Students
3rd Place: "Pay it Forward" - Park Village Elementary School (Kevin Girod, Teacher)
**Christian Ochoa, Ismail Bas, Isabella West, Sonya Yasuda, Ellie Kim, Millie Barker, Miles McIver, and Dylan O'Donahue**, Students

Middle School Category:
1st place: "What Does Character Mean to You?" - Meadowbrook Middle School (Joe Ismay, Teacher)
**Camila Monterrosas and Britney Teske**, Students
2nd place: "Character Counts" - Meadowbrook Middle School (Joe Ismay, Teacher)
**David Hulterstrom, Ilya Shimanskiy, and Blake Shutta**, Students
3rd Place: "A Few Works of Kindness" - Meadowbrook Middle School (Joe Ismay, Teacher)
**Zara Khan and Lauren Wilson**, Students

High School Category:
1st Place: "Philip Bruce: Character" - Rancho Bernardo High School (Ross Kallen, Teacher)
**Nepal Arslan**, Student
2nd Place: "Live Life" - Rancho Bernardo High School
**Toshko Andreev and Agni Herur**, Students
3rd Place: "Kander Man" - Rancho Bernardo High School (Ross Kallen, Teacher)
**Will Hoxie**, Student
RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

• Del Norte High School, Westview High School, Mt. Carmel High School and Rancho Bernardo High School were ranked in the top 5% of Best US High Schools (out of more than 20,500) by US News & World Report. These rankings are based on four aspects of school performance: (1) the performance of all students on state assessments in reading and mathematics; (2) the performance of historically underserved student subgroups—defined as Black/African-American students, Hispanic/Latino students, and students who are eligible for free or reduced-price lunch or who are economically disadvantaged as determined by the state—on these assessments; (3) the school’s graduation rate; and (4) the degree to which high schools prepare students for college based on the numbers of students taking and passing exams associated with college-level courses.

  Del Norte was nationally ranked in the top 2% and earned a gold medal rating
  Westview was nationally ranked in the top 3% and earned a gold medal rating.
  Mt. Carmel was nationally ranked in the top 4% and earned a silver medal rating.
  Rancho Bernardo was nationally ranked in the top 5% and earned a silver medal rating.

• Poway Unified School District had 11 schools named to the California Honor Roll by Educational Results Partnership (ERP) and the Campaign for Business and Education Excellence (CBEE). The 2017-2018 Honor Roll recognizes public elementary, middle, and high schools that demonstrate consistently high levels of student academic achievement, improvement in achievement over time, and reduction in achievement gaps. For high schools, Honor Roll recognition includes high levels of college readiness in students.

LEGAL REFERENCE:

FISCAL IMPACT:

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE:  BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISRA ___
Valley Elementary School was recognized by the San Diego County Office of Education for their “Focus on Literacy” through their After School Education and Safety (ASES) Program. Valley ASES holds an annual ComicCon and Chalk Art event to encourage a love of reading, writing, and art. Students create their own superheroes, dress up, and make their own comic strips. The SDCOE awarded Valley’s ASES program over 100 books to add to their collection.

Education reporting website niche.com published their list of the top elementary schools in San Diego County. Ranking factors include state test scores, student-teacher ratio, student diversity, teacher quality, grade school ratings, and the overall quality of the school district. Out of over 250 schools, the top 16 schools are in the Poway Unified School District.

1. Willow Grove
2. Deer Canyon
3. Stone Ranch
4. Los Penasquitos
5. Del Sur
6. Creekside
7. Adobe Bluffs
8. Park Village
9. Westwood
10. Monterey Ridge
11. Design 39 Campus
12. Morning Creek
13. Canyon View
14. Shoal Creek
15. Chaparral
16. Painted Rock

The following schools were also ranked in the top 100:
#18 Rolling Hills, #20 Turtleback, #21 Sundance, #22 Sunset Hills, #28 Garden Road, #29 Highland Ranch, #32 Pomerado, #35 Tierra Bonita, #36 Midland, #57 Valley

Abraxas High School won multiple awards for their Garden Project. 1st place: California Garden Club Community Impact Award; the National Garden Club Community Beautification Award; and the National Garden Club Kellogg Civic Achievement Award. The Poway Valley Garden Club nominated Abraxas for the local and national awards competitions.
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps
AGENDA ITEM: 12.0

VOTE: BEATTY ___ O’CONNOR-RATCLIFF ___ PATEL ___ SELLERS ___ ZANE ___ STUDENT PREFERENTIAL VOTE: MISHRA ___

MOVED BY: _________________________ SECONDED BY: _________________________

RECOMMENDATION:
Action / Information.

DISCUSSION/PROGRAM:

2.0 CLOSED SESSION

2.1 Pending/Existing Litigation Pursuant to Government Codes 54956.9(a), and 54956.9(d)(2), and 54956.9(d)(1)

2.2 Conference with Legal Counsel Anticipated Litigation Pursuant to Government Code 54956.9, 54956.9(d)(2), and 54956.9(d)(4)

2.3 Pupil Personnel – Student Expulsion(s), Disciplinary Matter(s), and Other Confidential Student Matters Pursuant to Education Code 48900(c)

2.4 Negotiations - PFT, PSEA Unit I and Unit II, Management/Confidential, and Real Property Pursuant to Government Codes 54957.6, and 54956.8

2.5 Public Employee Discipline/Dismissal/Release/Reassignment/Resignation/Nonreelection Pursuant to Government Codes 54954.5(e), and 54957

2.6 Public Employee Appointment/Employment Pursuant to Government Code 54957

LEGAL REFERENCE: As Listed

FISCAL IMPACT: N/A
TO: BOARD OF EDUCATION  MEETING DATE: June 28, 2018

FROM: Marian Kim Phelps

Staff Support:

SUBJECT: ADJOURNMENT / NEXT MEETING

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

The next regularly-scheduled Board Meeting will be held on Thursday, August 9, 2018, at 6:00 p.m. at the Poway Unified School District Office, 15250 Avenue of Science, San Diego.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE:  BEATTY ___  O’CONNOR-RATCLIFF ___  Patel ___  SELLERS ___  ZANE ___  STUDENT PREFERENTIAL VOTE:  MISRA ___