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), 54956.9(d)(1), and 54956.9(e)(3)
   a. (1) Case No. 2019030281
      (2) Case No. 2019051146
      (3) Case No. 2019061033 and 2019060146
      (4) Case No. ADR-080919
      (5) Case No. SA-07232019

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. Case No. 2019-2020.01 – Stipulated Agreement
   b. Case No. 2016-2017.31 - Readmission
   c. Case No. 2017-2018.21 - Readmission
   d. Case No. 2018-2019.02 - Readmission
   e. Case No. 2018-2019.05 - Readmission
   f. Case No. 2018-2019.08 - Readmission

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/Nonreelection Pursuant to Government Codes 54954.5(e), and 54957
   a. Classified Employee

2.6 Public Employee Appointment/Employment Pursuant to Government Code 54957

3.0 CALL TO ORDER
3.1 Pledge of Allegiance Patel
3.2 Report Out of Closed Session Patel
3.3 Members in Attendance Patel
3.4 Welcome to Public – Mariana Akins Akins
3.5* Action Approval of Agenda/Sequence Patel

4.0 ORAL PRESENTATIONS
4.1 Information Student Board Representatives Patel
4.2 Public Comments Patel
   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 Information Classified Employees of the Year Kim Phelps
4.4 Information Teacher of the Year Kim Phelps
4.5 Information Volunteer of the Year Kim Phelps
4.6 Information/Bond Feasibility Survey Presentation Little

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 Patel
   a. Approval of Minutes

5.2 Consent Calendar – Personnel Support Services Jimenez
   a. Approval of Certificated Personnel Report No. 02-2020
   b. Approval of Classified Personnel Report No. 02-2020
c. Approval of Clinical Education Site Agreement with Northern Illinois University

d. Approval of Intern Agreement with the University of Arizona

e. Approval of Variable Term Waiver Request – Douglas Devlin, Michael Willows, Michael Brueggemeyer

f. Approval of Supervised Fieldwork Agreement (School Counseling and School Psychology) with Brandman University

5.3 Consent Calendar – Business Support Services

a. Approval/Ratification of Contractual Services Report No. 02-2020

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

c. Approval of Resolution No. 09-2020 Entitled “Certification of the Actual Appropriation Limit for 2018-2019 and Adoption of the 2019-202 Gann Limit”

d. Approval of Resolution No. 06-2020 Entitled “Observance of National School Lunch Week”

e. Approval of Updated California School Board Association (CSBA) Board Policies 3510 Green School Operations, 3511 Energy and Water Management, and 3551 Food Service Operations / Cafeteria Fund

f. Accept the Annual Summary Continuing Disclosure Compliance Report

g. Accept Projects as Complete and Authorize to File a Notice of Completion

h. Ratification and Approval of District Commercial Warrants for August 2019

i. Approval of Resolution No. 08-2020 Entitled “Declaration of Intention to Dedicate an Easement to San Diego Gas and Electric Company, A Corporation (SDG&E), at Twin Peaks Middle School”

j. Acknowledgment of Quarterly Disclosure of Local Agency Investments for Community Facilities District Nos. 1 Through 16
k. Acknowledgment of Quarterly Disclosure of Local Agency Investments for Poway Unified School District

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

m. Approval of Resolution No. 10-2020 Entitled “Authorization to Purchase Furniture Through the National Cooperative Purchasing Alliance (NCPA) RFP No. 14-15”

n. Approval of Resolution No. 13-2020 Entitled “Authorization to Purchase Track Surface Material for Westview High School Through the California Multiple Award Schedule (CMAS) Contract”

5.4 Consent Calendar – Learning Support Services

   a. Approval of the Agreement for Participation in San Diego County’s Career Technical Education (CTE)

   b. Approval of Agreement with Community Action Partnership of San Luis Obispo County for Head Start Services

   c. Approval of the Budesgymnasium and Budesrealgymnasium Mödling-Keimgasse, Student Visit from Austria

   d. Approval of Revised California School Board Association (CSBA) Board Policies 5000 and 6000 Series

5.5 Consent Calendar – Student Support Services

5.6 Consent Calendar – Technology and Innovation

5.7 Consent Calendar – Superintendent

   a. Acceptance of Gift(s)

6.0 PERSONNEL SUPPORT SERVICES

6.1 Action Ratification of the Poway Federation of Teachers (PFT) – Tentative Agreement 2018-19 and 2019-20

6.2 First Reading Approval of California School Board Association (CSBA) Board Policy 4119.24, 4219.24, 4319.24 – First Reading

6.3 Action Approval of Resolution No. 11-2020 Entitled “Resolution Regarding the Elimination of Classified Positions as Contained within Exhibit ‘A’; Corresponding Layoff of Classified Employees”
7.0 BUSINESS SUPPORT SERVICES

7.1* Action/ Approval to Issue a Request for Proposal (RFP) for the Presentation Potential Lease, Sale or Exchange of Black Mountain Ranch Southern Property (Santaluz)


7.3* Action/ Public Hearing and Approval of Resolution No. 05-2020 Entitled “Approving a School Facilities Needs Analysis; Adopting Alternative School Facility Fees in Compliance with California Education Code Section 17620 and Government Code Sections 65995.5, 65995.6, 65995.7, and 66000 ET SEQ.; and Making Related Findings and Determinations”

7.4* Action Approve Resolution No. 12-2020 Entitled “Authorizing the Issuance and Sale of 2019 General Obligation Refunding Bonds of School Facilities Improvement District No. 2002-1 of the Poway Unified School District in an Aggregate Principal Amount not to Exceed Thirty One Million Dollars”

7.5* Action/ Authorization to Execute the First Amendment to the Final Presentation Guarantee Maximum Price for the Oak Valley Middle School Classroom Addition

8.0 LEARNING SUPPORT SERVICES

8.1 Action Ratification of Stipulated Agreement for Student Expulsion

8.2 Action Readmission of Students on Expulsion

8.3* Action/ Public Hearing and Approval of Resolution No. 03-2020 Entitled “Sufficiency of Instructional Materials for 2019-2020”

8.4 First Reading Proposed Adoption of High School and Middle School Science Textbooks – First Reading

8.5 First Reading Proposed Adoption of New High School Courses – First Reading

9.0 STUDENT SUPPORT SERVICES

9.1* Action/ Roll Call Vote Approval of Resolution No. 07-2020 Entitled “Dyslexia Awareness Month October 2019”

9.2* Action Approval of Resolution No. 04-2020 Entitled “Character Counts! And Red Ribbon Week for Alcohol, Tobacco, and Other Drugs Prevention”
9.3* Action/ Approval of Resolution No. 14-2020 Entitled “National Suicide Roll Call Vote Prevention Awareness Month September 2019”

10.0 TECHNOLOGY AND INNOVATION
Burks

11.0 SUPERINTENDENT
Kim Phelps

11.1* Action Approval of the Poway Unified School District Vision, Mission, and Board Goals

11.2* Action Approval of the Poway Unified School District Governance Handbook

12.0 REPORTS AND COMMENTS
Patel

12.1 Information Board Member Reports

12.2 Information Superintendent’s Report

a. Information Student Recognition

b. Information School Recognition

c. Information District Recognition

13.0 CLOSED SESSION – CONTINUATION OF CLOSED SESSION AGENDA FROM PAGE ONE AS NECESSARY
Patel

14.0 ADJOURNMENT / NEXT MEETING
Patel

The next regularly scheduled Board Meeting will be held on Thursday, October, 10, 2019, at 6:00 p.m. at the Poway Unified School District Office, 15250 Avenue of Science, San Diego.

*Student Board Members shall be recognized at Board meetings as full members of the Board, and shall be allowed to participate in the discussion of issues, except items related to closed session, discipline, personnel, and employer-employee relations. Board Bylaw 9150

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

FROM: Marian Kim Phelps

AGENDA ITEM: 3.5

Staff Support:

SUBJECT: APPROVAL OF AGENDA/SEQUENCE

RECOMMENDATION:

Approval of the September 12, 2019, 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 ___ COUVRETTE ___ O'CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

MEETING DATE: September 12, 2019

AGENDA ITEM: 4.1

Staff Support:

SUBJECT: STUDENT BOARD REPRESENTATIVES

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Poway High School – Lucy Boretto
Rancho Bernardo High School – Christina Hartley
Westview High School – Dean Olsson
Oak Valley Middle School – Trey Coleman and Amon Andrews

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ________________ SECONDED BY: ________________

VOTE: Beatty ___ Couvrette ___ O’Connor-Ratcliff ___ Patel ___ Zane ___ STUDENT PREFERENTIAL VOTE: Akins ___
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

MEETING DATE: September 12, 2019

AGENDA ITEM: 4.2

Staff Support:

SUBJECT: PUBLIC COMMENTS

RECOMMENDATION:

PUBLIC COMMENT WILL BE LIMITED TO THREE MINUTES PER SPEAKER.

DISCUSSION/PROGRAM:

Welcome to the monthly meeting of the Board of Education.

If you would like to address the Board on any agenda item, please complete a speaker’s slip. All requests to speak must be submitted to the Clerk of the Board before the agenda item comes up. If you are requesting an agenda item be pulled for public discussion from Section 5.0, Consent Calendar, a speaker slip must be submitted to the Clerk, as approval of the Consent Calendar is one of the first items up for approval.

Item 4.2 is placed on our agenda to enable members of our community to bring items that are not placed anywhere else on the agenda to the Board’s attention.

Speaking time is limited to three minutes per speaker with a maximum of fifteen minutes per topic unless waived by the Board president. There will be a 30 second yellow warning light when time is running out. Speakers may only speak on one topic under Item 4.2 and may not defer their speaking time to another individual.

If there are concerns regarding specific individuals, it is preferred that the speaker refrain from naming them publicly to respect their privacy.

The Board will accept and review any written materials that would provide more specific information.

The Brown Act does not permit Board action or extended discussion of any item not on the agenda, but your concerns will be referred to staff.

LEGAL REFERENCE: Government Code Section 54950 et seq.

FISCAL IMPACT: N/A

MOVED BY: ____________________________ SECONDED BY: ____________________________

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

FROM: Marian Kim Phelps
Staff Support: Christine Paik

MEETING DATE: September 12, 2019
AGENDA ITEM: 4.3

SUBJECT: CLASSIFIED EMPLOYEES OF THE YEAR

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Classified Employees of the Year

The Poway Unified School District is proud to announce that Deborah Seibert, Bus Driver for Transportation; Alice Burge, Student Services Assistant for Adobe Bluffs Elementary School; and Vickie Norris, Office Specialist in Facilities, Maintenance, and Operations, were chosen as the Poway Unified School District Classified Employees of the Year for 2019.

- Deborah Seibert, Bus Driver, Transportation

Deborah is known to be affable, flexible, and always meeting difficult challenges with calm positivity. She is dedicated first and foremost to the well-being and safety of the students she transports. Her excellent attendance, her conscientiousness, her dependability and reliability are key hallmarks for an outstanding School Bus Driver.

She ensures her passengers will get to school on time and with complete safety. She is meticulous, punctual, communicates potential concerns promptly, and keeps all bus logs and paperwork up to date. She has excellent rapport with her co-workers and supervisors, and has been overhead to state on many occasions “Becoming a school Bus Driver is one of the best things I’ve ever done.” The PUSD Transportation Department considers her an integral, reliable and outstanding member of its team.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: Beatty ___ Couvrette ___ O’Connor-Ratcliff ___ Patel ___ Zane ___ STUDENT PREFERENTIAL VOTE: AKINS ___
• **Alice Burge**, Student Services Assistant, Adobe Bluffs Elementary School

Alice is a Student Services Assistant who logs many miles going around the campus each day, greeting students with a smile, checking in with teachers, and collaborating with the counselor and staff so she can best support the students at Adobe Bluffs.

She reaches out to our larger community to sit on the Mt. Carmel High School Choir Boosters Board, and volunteers her time to help with the high school’s musicals. She performs regularly in the choir at Mission San Luis Rey Parish. She also plays an active role to coach and mentor newly hired Student Service Assistants and is highly respected by her peers for her creativity and leadership initiatives.

She makes Social/Emotional growth a priority at Adobe Bluffs and has a huge impact on the students with her lessons and advice strategies. Whether serving as a role model, teaching lessons to students, collaborating with staff or assisting the students out on the playground, she skillfully and effectively uses her role in Student Services to help make Adobe Bluffs a better place.

• **Vickie Norris**, Office Specialist, Facilities, Maintenance, & Operations

Vickie is a natural leader who knows how to organize, communicate, and build-up her team to get the job done no matter what it takes. She gets the whole office to smile and laugh even during the most challenging times and has absolutely strengthened the team at Facilities, Maintenance, & Operations.

When it comes to helping our schools, her department, or the many community groups in Poway, Vickie willingly goes the extra 10 miles if needed and always with a winning smile and the greatest positive attitude – even when there’s a less than pleasant phone caller.

She is focused on solving problems and resolving issues and keeps tabs on the many little things so they don’t become big things. She is compassionate, always looking out for others, and brings a gracious human touch to a busy world of buildings and operational action.

**2019 Poway Unified School Site and Department Classified Employees of the Year**

The following is a list of all PUSD school site and department classified employees of the year. These finalists are outstanding representatives of the high caliber of staff that is characteristic of Poway Unified School District classified employees.

<table>
<thead>
<tr>
<th>Site</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abraxas HS</td>
<td>Nicole Cotton</td>
</tr>
<tr>
<td>Adobe Bluffs ES</td>
<td>Alice Burge</td>
</tr>
<tr>
<td>Bernardo Heights MS</td>
<td>Treye Marshall-Lund</td>
</tr>
<tr>
<td>Black Mountain MS</td>
<td>Sara &quot;Joann&quot; Larsen</td>
</tr>
<tr>
<td>Canyon View ES</td>
<td>Donna Folberg</td>
</tr>
<tr>
<td>Chaparral ES</td>
<td>Tracy Dimino</td>
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<tr>
<td>Creekside ES</td>
<td>Harry Marasigan</td>
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<tr>
<td>Deer Canyon ES</td>
<td>Chris De’Angelico</td>
</tr>
<tr>
<td>Del Norte HS</td>
<td>Ritchard Thompson</td>
</tr>
<tr>
<td>Del Sur ES</td>
<td>Leigh Anne Marsh</td>
</tr>
</tbody>
</table>

Continued...
Garden Road ES          Kathleen Porter  
Los Penasquitos ES      Anna “Ami” Askins  
Meadowbrook MS          Jozelle Vergara  
Mesa Verde MS           Kristen Rinehard  
Midland ES              Kay Lucas  
Mt. Carmel HS           Amy Durschlag  
Monterey Ridge ES       Linda Cannon  
Morning Creek ES        Beth Dibble  
Oak Valley MS           Meera Varigonda  
Painted Rock ES         Maria Guzman  
Pomerado ES              Yvonne Houshan  
Poway HS                Pam Goepfert  
Rancho Bernardo HS      Monica Dickinson  
Rolling Hills ES        Susan Nekoui  
Shoal Creek ES          Marissa Tweedy  
Stone Ranch ES          Ken Smith  
Sundance ES              Bob Bates  
Sunset Hills ES         Aleks Nicolas  
Tierra Bonita ES        Charles Jewel  
Turtleback ES           Robert “Tony” Emery  
Twin Peaks MS           Nicholas Criswell  
Valley ES               Liam McDonnell  
Westview HS             Kathy Bloomfield  
Westwood ES             Amber Walden  
Willow Grove            Julie Charles  
Career Technical & Adult Education  Ame Le  
Preschool/ESS           Laura Attard  
Finance                 Adam Quinn  
Learning Support Services  Susan Graham  
Facilities, Maintenance, & Operations  Vickie Norris  
Technology & Innovation  Robert Rhodes  
Personnel Support Services  Juana Fox  
Special Education       Naomi Walden  
Publications            Orlando Uribe  
Student Support Services  Sheila Hatfield  
Transportation          Deborah Seibert
TO:           BOARD OF EDUCATION
FROM:         Marian Kim Phelps
               Staff Support: Christine Paik
AGENDA ITEM:  4.4
MEETING DATE: September 12, 2019

SUBJECT:      TEACHERS OF THE YEAR

RECOMMENDATION:
Information.

DISCUSSION/PROGRAM:

Teachers of the Year

The Poway Unified School District is proud to announce Stephen Whittaker, Coleen Montgomery, and Sarah McCracken as the three 2019 District Teachers of the Year.

- Stephen Whittaker, Oak Valley Middle School

Stephen is not only a Math, Science, and Special Education teacher at Oak Valley Middle School, he is also the Special Education Representative for the District Committee to pilot and adopt new Middle School Science curriculum, and the Teacher Representative for the OVMS Falcons Foundation (serving as a liaison for teachers requesting financial backing for new and innovative projects). Stephen is no stranger to new and innovative projects, having developed several successful programs of his own.

While working in a classroom for students with moderate to severe needs, he developed and adapted lessons to include and require the use of Augmentative and Alternative Communication devices, thus allowing his students without the ability to verbally communicate at all to finally have a voice in class lessons. As the students progressed, their ability to communicate outside of scripted lessons increased substantially, allowing them to begin accessing their environment without the tether of an adult anticipating their needs.

Driven to broaden the impact of effective teaching for students with exceptional needs, Stephen began

LEGAL REFERENCE:  N/A
FISCAL IMPACT:      N/A

MOVED BY:           SECONDED BY:  _________________________

VOTE:  BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL
       VOTE:  AKINS ___
working with, and training, his fellow teachers so they could encourage students with exceptional needs to thrive in any setting. To accomplish this, he coordinated a team of special education service providers to create a needs-assessment for the teachers at Oak Valley. This helped them recognize the areas in which they could support teachers by providing them with skills and strategies they could use to support exceptional learners in their classrooms. Teachers are now reporting an increase in eagerness, competency, and confidence for working with students with exceptional needs.

- **Coleen Montgomery**, Rancho Bernardo High School

Coleen is a high school English/AVID teacher, teaching a variety of classes – English, Honors Humanities, AVID, and Critical Study of Mass Media. Regardless of the class, she always starts her Mondays with a “Text-of-the-Week.” Students analyze texts such as a Nike commercial or political statements. They then identify the text’s message (summary) and the author’s techniques (strategy). Through this most basic of analyses, students learn that analysis skills are not just reserved for “old’ texts (books) and they appreciate the ways the curriculum is made relevant to their lives. Her students ultimately become savvy consumers of media so that they can thrive in a world where they are bombarded with different messaging.

Coleen’s efforts to help students connect with one another led her to the Human Library – a world-wide movement that’s “designed to build a positive framework for conversations that can challenge stereotypes and prejudices through dialogue.” She has her students sit one on one across from each other and take turns being either the "Book" or the “Reader”. “Books” tell their stories - their experiences - and then “Readers” have the opportunity to ask questions. Students truly engage with one another, have “a-ha” moments about their classmates’ challenges, and reflect on their own biases. Coleen’s students valued this experience so much, they hosted a Human Library at Bernardo Heights Middle School and spent three class periods connecting with students and learning from each other. Through Coleen’s efforts, students learn from one another’s stories, feel valued and safe, and demonstrate respect for each other’s differences.

- **Sarah McCracken**, Midland Elementary School

Sarah is a second grade teacher and the school’s GATE Coordinator. Wanting to go beyond giving GATE students additional “challenge” work, she helped to implement her school’s GATE Educational Plans, similar to IEPs, working closely with the principal, counselor and each student’s parents to brainstorm strengths, gather areas to grow, and set targeted, measurable goals for each year.

Sarah believes in Aristotle’s quote, “Educating the mind without the heart is no education at all.” She makes an effort, and takes pride in, knowing her students; greeting them, connecting with them, and engaging in their interests. She’s learned that by teaching the heart, you can reach the mind. Sarah recently incorporated into her classroom the idea of blended learning with student choice. You can see this the moment you walk into her classroom. As part of the District’s Voyager program, she has gained a depth of knowledge of how to establish a classroom environment that offers flexible seating, student choice, and technology tools to enhance learning and meaningful feedback.

During their independent time, students have a choice when it comes to their assignments. Their “playlist” allows them to accomplish pre-determined tasks and assignments that utilize various technology tools, as well as collaborative conversations with their peers. All of this provides Sarah with useful and meaningful feedback. After MAP testing, she sits down with each student and together they set goals for the next trimester. This process is now implemented school-wide and allows teachers to see the personalized success and confidence their students display when they reach their goals.

Continued…
2019 Poway Unified Teachers of the Year

This is a list of all PUSD 2019 school site Teachers of the Year. All of these finalists are outstanding candidates, representative of the high caliber of professionalism and commitment that is characteristic of Poway Unified School District teachers.

<table>
<thead>
<tr>
<th>Site</th>
<th>Name</th>
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<tbody>
<tr>
<td>Abraxas HS</td>
<td>Kathleen Seckington</td>
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<tr>
<td>Adobe Bluffs ES</td>
<td>Robert Lutticken</td>
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<td>Alternative Programs</td>
<td>Elizabeth (Betsy) Johnson</td>
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<tr>
<td>Bernardo Heights MS</td>
<td>Azza Ayouty</td>
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<tr>
<td>Black Mountain MS</td>
<td>Elaine Page</td>
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<td>Chaparral ES</td>
<td>Denise Dwyer</td>
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<td>Creekside ES</td>
<td>Karmyn Beireis</td>
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<td>Career Technical &amp; Adult Education</td>
<td>Ann Fisher</td>
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<td>Deer Canyon ES</td>
<td>Leigh Fitzgerald</td>
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<td>Del Norte HS</td>
<td>Courtney Craig</td>
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<td>Del Sur ES</td>
<td>Margaret Bergamin</td>
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<td>Garden Road ES</td>
<td>Jaclyn Vella</td>
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<td>Highland Ranch ES</td>
<td>Lien Mai</td>
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<td>Los Penasquitos ES</td>
<td>Margaret Kinsey</td>
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<td>Meadowbrook MS</td>
<td>Anne Brady</td>
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<td>Mesa Verde MS</td>
<td>Kristen Kennedy</td>
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<td>Midland ES</td>
<td>Sarah McCracken</td>
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<td>Mt. Carmel HS</td>
<td>Megan Jones</td>
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<td>Monterey Ridge ES</td>
<td>Angela Atienza</td>
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<td>Morning Creek ES</td>
<td>Christina Hall</td>
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<td>Oak Valley MS</td>
<td>Stephen Whittaker</td>
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<td>Pomerado ES</td>
<td>Brietta James</td>
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<td>Poway HS</td>
<td>Dean Cortez</td>
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<td>Coleen Montgomery</td>
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<td>Kelly Coate</td>
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<td>Shoal Creek ES</td>
<td>Lisa Ransom</td>
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<td>Stone Ranch ES</td>
<td>Jennifer Inzunza</td>
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<td>Sundance ES</td>
<td>Jennifer Dodero</td>
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<td>Monda Forrestal</td>
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<td>Tierra Bonita ES</td>
<td>Kristin Stowe</td>
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<td>Turtleback ES</td>
<td>Aaron Betschel</td>
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<td>Twin Peaks MS</td>
<td>Megan Andrade</td>
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<td>Valley ES</td>
<td>Lisa Jones</td>
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<td>Westview HS</td>
<td>My-Nga Ingram</td>
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<tr>
<td>Westwood ES</td>
<td>Theresa Stogsdill</td>
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<tr>
<td>Willow Grove</td>
<td>Melissa Cariss</td>
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</table>
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps
Staff Support: Christine Paik

MEETING DATE: September 12, 2019
AGENDA ITEM: 4.5

SUBJECT: VOLUNTEERS OF THE YEAR

RECOMMENDATION:
Information.

DISCUSSION/PROGRAM:

Volunteers of the Year

The Poway Unified School District is proud to recognize our volunteers and is pleased to announce that Eric Hellon, Ed Oliva, and Darlene & Dustin Dunn have been chosen as Poway Unified School District Volunteers of the Year for 2019 from a very deserving list of dedicated school-site volunteers of the year.

- **Eric Hellon**, Chaparral Elementary School

Eric Hellon is Chaparral Elementary School’s personal hero – referred to as their Man of Marvel. He is the leader of Chaparral’s Dad’s Club, a group of dads who make repairs, do yard work on campus, and fulfills Chaparral’s “To Do” list. Eric helped forge the trail for Chaparral’s nature path, digging and leveling the path from start to finish.

He also helps maintain the Reading Garden – keeping it neat and weed free. Eric can be found in a number of places on campus. In the classroom he can be found helping first graders with their reading skills in small groups and one to one. He can also be seen in the cul-de-sac directing morning drop off traffic, ensuring a smooth and safe start to the school day! By the end of the year he is still going strong and sets up the Olympic Field Day; organizing classroom rotations with 900 students and the taking it all down at the end of the day!

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ Couvrette ___ O'Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
Eric dedicates both his time and talent to the students and staff of Chaparral all year long, and encourages more dads to get involved in their children’s education by leading by example.

- **Ed Oliva, Twin Peaks Middle School**

Ed Oliva lives by the quote, “We rise by lifting others.” He feels compelled to share his time, talent and treasures with others and to be a good steward of his good fortune, despite his very humble beginnings as the son of Texas farm workers. He began his volunteer service to support English language learners in 2008.

In his 11 years of service, he has volunteered as a mentor to nearly two dozen students. He meets with them to establish a personal relationship and motivates them towards success. His students all say he has been a significant figure in their lives. In addition, Ed has arranged for numerous speakers to visit Twin Peaks Middle School to enlighten students on an array of topics that include career focus and motivational speakers. These presentations have helped over 3,000 middle school students see the importance of positivity and perseverance in their pursuit of college, career, and life readiness.

In addition to volunteering at Twin Peaks, Ed volunteers with the City of Poway Fire Department Community Emergency Response Team, the Red Cross as a Disaster Shelter Volunteer, the Knights of Columbus, and at St. Gabriel’s Church as a St. Vincent DePaul Volunteer. His connections have benefitted Twin Peaks Middle School tremendously, serving as a conduit between the Poway community and its students.

- **Darlene & Dustin Dunn, Rancho Bernardo High School**

Darlene & Dustin Dunn have been involved at Rancho Bernardo High School for the past 17 years! They have had 5 of their 6 children graduate from RBHS with their youngest graduating with the class of 2019. But they don’t just volunteer their time to programs involving their children. They support students, staff and the community wherever they are needed – and they don’t wait to be asked to help. For 17 years they have offered up their time and talents with enthusiasm and a genuine willingness to help. They are the first to pick up a paintbrush or hammer to build a theater production set, or the first to mobilize volunteers anywhere they’re needed.

Darlene has been a Gridiron Club board member for over 10 years and coordinated concessions at home football games – helping to bring in improvements including a new refrigerator, coolers, painting, menu boards, grills and more. She has also coordinated senior night activities for football, basketball, volleyball and rugby, and is always a calming influence and voice of leadership as president of the PTSA, assisting with everything from grad night to float building. Dustin can also be seen at all home football games – as a member of the “chain gang” and even trained incoming freshmen parents so there would always be a pool of volunteers!

During Rancho Bernardo’s state championship football game, Dustin served both breakfast and lunch to the team, was seen hanging a banner from the scoreboard, then sweeping the bleachers, and stocking the concession stand. “Off the field” Dustin has served as a mentor to young men who were working on their Eagle Scout projects at school. These included dry walling, painting, working on trophy cases and more.

Continued…
Together, the Dunns have impacted Rancho Bernardo High School in countless ways too numerous to list, including the creation of a Parent Center where parents can get connected to the school with information and resources.

**2019 Poway Unified Volunteers of the Year**

The following is a list of all PUSD 2019 school site Volunteers of the Year. All of these finalists are outstanding candidates, representative of the high level of commitment to our students and schools.

<table>
<thead>
<tr>
<th>Site</th>
<th>Name</th>
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<tbody>
<tr>
<td>Adobe Bluffs ES</td>
<td>Wendy Rauhut</td>
</tr>
<tr>
<td>Abraxas HS</td>
<td>Noreen Walton</td>
</tr>
<tr>
<td>Bernardo Heights MS</td>
<td>Patty Tokushige</td>
</tr>
<tr>
<td>Black Mountain MS</td>
<td>Nancy Bergman</td>
</tr>
<tr>
<td>Canyon View ES</td>
<td>Kathy Ciano</td>
</tr>
<tr>
<td>Career Technical &amp; Adult Ed</td>
<td>Jack Cohen</td>
</tr>
<tr>
<td>Chaparral ES</td>
<td>Eric Hellon</td>
</tr>
<tr>
<td>Creekside ES</td>
<td>Archana Ambike</td>
</tr>
<tr>
<td>Deer Canyon ES</td>
<td>Maureen Nevarez</td>
</tr>
<tr>
<td>Del Norte HS</td>
<td>Derek Lieu</td>
</tr>
<tr>
<td>Del Sur ES</td>
<td>Teresa Lohmann</td>
</tr>
<tr>
<td>Garden Road ES</td>
<td>Tiffany Waasted</td>
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<tr>
<td>Highland Ranch ES</td>
<td>Amy Throckmorton</td>
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<tr>
<td>Los Penasquitos ES</td>
<td>Jeanette Lotze</td>
</tr>
<tr>
<td>Midland ES</td>
<td>Teresa Tye</td>
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<tr>
<td>Monterey Ridge ES</td>
<td>Judy Camoras</td>
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<tr>
<td>Morning Creek ES</td>
<td>Soumya Chennapragada</td>
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<tr>
<td>Mt. Carmel HS</td>
<td>Monte Montemarano</td>
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<tr>
<td>Oak Valley MS</td>
<td>Rachel Kaas</td>
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<tr>
<td>Painted Rock ES</td>
<td>Craig Crawford</td>
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<tr>
<td>Park Village ES</td>
<td>Lucy Lazo-Isleta</td>
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<tr>
<td>Pomerado ES</td>
<td>Anne Bugayong</td>
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<tr>
<td>Poway Adult School</td>
<td>Bo Matthes</td>
</tr>
<tr>
<td>Poway HS</td>
<td>Larry Ott</td>
</tr>
<tr>
<td>Rancho Bernardo HS</td>
<td>Darlene &amp; Dustin Dunn</td>
</tr>
<tr>
<td>Rolling Hills ES</td>
<td>Andrea Hamilton-Dominguez</td>
</tr>
<tr>
<td>Shoal Creek ES</td>
<td>Noelle Berman</td>
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<tr>
<td>Stone Ranch ES</td>
<td>Cass Kaminetz</td>
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<tr>
<td>Sundance ES</td>
<td>Sharon Mongold</td>
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<tr>
<td>Sunset Hills ES</td>
<td>Kathy Shelor</td>
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<tr>
<td>Tierra Bonita ES</td>
<td>Danielle Allphin</td>
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<tr>
<td>Turtleback ES</td>
<td>Jeanette Magana</td>
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<tr>
<td>Twin Peaks MS</td>
<td>Ed Oliva</td>
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<tr>
<td>Valley ES</td>
<td>Selena Pankretz</td>
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<tr>
<td>Westview HS</td>
<td>Krissa Jensen</td>
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<tr>
<td>Westwood ES</td>
<td>April Gleed</td>
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<tr>
<td>Willow Grove ES</td>
<td>Susan Ross</td>
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</table>
TO: BOARD OF EDUCATION

FROM: Ron Little

AGENDA ITEM: 4.6

SUBJECT: BOND FEASIBILITY SURVEY

RECOMMENDATION:

Information and Presentation.

DISCUSSION/PROGRAM:

True North Research recently conducted a survey of 1,077 voters in the Poway Unified School District who are likely to participate in the November 2020 election, with a subset also likely to participate in the March 2020 election. The survey followed a mixed-method design that employed multiple recruiting methods (telephone and email) and multiple data collection methods (telephone and online), and the overall results have a statistical margin of error of +/- 3.0%. A few key findings of the survey include:

- When asked to rate the importance of ten issues, improving the quality of education in local public schools received the highest percentage of respondents indicating that the issue was either extremely or very important (87%) followed by maintaining local streets and roads (82%) and improving public safety (79%). Preventing local tax increases was rated lower at 65%, and was ninth in importance of the ten issues tested.
- 77% of voters surveyed rated the quality of education provided by the District as excellent or good, whereas 11% cited it as fair, 2% said poor or very poor, and the remaining 10% did not provide an opinion.
- Voter support for a proposed $480 million bond measure in the District ranged between 54% and 57% yes, and 9-13% unsure/undecided, at various stages of the survey.
- Presented with a list of 15 projects and improvements that could be funded by the proposed bond, voters were most interested in: repairing or replacing leaky roofs, rusty plumbing, failing sewer lines, and outdated electrical systems where needed; providing modern labs and career training facilities at each high school so students are prepared for college and in-demand careers in fields like health sciences, engineering, technology, robotics, and skilled trades; and providing the classrooms, facilities and technology needed to support high quality instruction in math, science, engineering, and technology.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: Beatty ___ Couvrette ___ O'Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential
      Vote: Akins ___
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 – Personnel Support Services
   a. Approval of Certificated Personnel Report No. 02-2020
   b. Approval of Classified Personnel Report No. 02-2020
   c. Approval of Clinical Education Site Agreement with Northern Illinois University
   d. Approval of Intern Agreement with the University of Arizona
   e. Approval of Variable Term Waiver Request – Douglas Devlin, Michael Willows, Michael Brueggemeyer
   f. Approval of Supervised Fieldwork Agreement (School Counseling and School Psychology) with Brandman University

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A
5.3 Consent Calendar – Business Support Services

a. Approval/Ratification of Contractual Services Report No. 02-2020

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

c. Approval of Resolution No. 09-202 Entitled “Certification of the Actual Appropriation Limit for 2018-2019 and Adoption of the 2019-202 Gann Limit”

d. Approval of Resolution No. 06-2020 Entitled “Observance of National School Lunch Week”

e. Approval of Updated California School Board Association (CSBA) Board Policies 3510 Green School Operations, 3511 Energy and Water Management, and 3551 Food Service Operations / Cafeteria Fund

f. Accept the Annual Summary Continuing Disclosure Compliance Report

g. Accept Projects as Complete and Authorize to File a Notice of Completion

h. Ratification and Approval of District Commercial Warrants for August 2019

i. Approval of Resolution No. 08-2020 Entitled “Declaration of Intention to Dedicate an Easement to San Diego Gas and Electric Company, A Corporation (SDG&E), at Twin Peaks Middle School”

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

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

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

m. Approval of Resolution No. 10-2020 Entitled “Authorization to Purchase Furniture Through the National Cooperative Purchasing Alliance (NCPA) RFP No. 14-15”

Continued…
n. Approval of Resolution No. 13-2020 Entitled “Authorization to Purchase Track Surface Material for Westview High School Through the California Multiple Award Schedule (CMAS) Contract”

5.4 Consent Calendar – Learning Support Services  Osborne
a. Approval of the Agreement for Participation in San Diego County’s Career Technical Education (CTE)

b. Approval of Agreement with Community Action Partnership of San Luis Obispo County for Head Start Services

c. Approval of the Budesgymnasium and Budesrealgymnasium Mödling-Keimgasse, Student Visit from Austria

d. Approval of Revised California School Board Association (CSBA) Board Policies 5000 and 6000 Series

5.5 Consent Calendar – Student Support Services  Mizel

5.6 Consent Calendar – Technology and Innovation  Burks

5.7 Consent Calendar – Superintendent  Kim Phelps
a. Acceptance of Gift(s)
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.1(a)

Staff Support:

SUBJECT: APPROVAL OF MINUTES

RECOMMENDATION:

Approval of the August 8, 2019, Regular Board Meeting minutes and the August 22, 2019, Special Board Meeting minutes as presented.

DISCUSSION/PROGRAM:

The August 8, 2019, Regular Board Meeting minutes and the August 22, 2019, Special Board Meeting minutes are attached.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ____________________________ SECONDED BY: ____________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
CLOSED SESSION

Board President Darshana Patel called the meeting to order at 4:03 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 6:03 p.m., and Board members reconvened in the Community Room to begin their regular meeting and relay any reportable action taken during closed session. The regular meeting was adjourned at 7:40 p.m., and Board members reconvened to closed session in the Board Conference Room to complete item 2.4(a), and adjourned at 8:21 p.m., with no reportable action.

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), 54956.9(d)(1), and 54956.9(e)(3)
   a. (1) Case No. 7022019
   (2) Case No. 2019030612
   (3) Case No. 2019050143

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. Appeal of Administrative Hearing Panel’s Decision

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

   b. Real Property – Negotiator: Ron Little; Andreas Chialtas, Legal Counsel; and Barry Blade, Consultant

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. Principal – Elementary School
3.0 RECONVENE / CALL TO ORDER AND PLEDGE OF ALLEGIANCE

3.1 Board President Darshana Patel reconvened the meeting in Public Session at 6:10 p.m. and led the salute to the flag. She then asked for a Moment of Silence in honor and memory of the victims of the mass shootings in Gilroy, California; El Paso, Texas; and Dayton, Ohio.

3.2 Report Out of Closed Session

2.1-A-1: Clerk Couvrette reported that in the matter of Pending/Existing Litigation, Case No. 7022019, on a motion by Mr. Zane and a second by Ms. O’Connor-Ratcliff, the Board voted to approve the final settlement. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

2.1-A-2: Clerk Couvrette reported that in the matter of Pending/Existing Litigation, Case No. 2019030612, on a motion by Mr. Zane and a second by Ms. O’Connor-Ratcliff, the Board voted to approve the final settlement. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

2.1-A-3: Clerk Couvrette reported that in the matter of Pending/Existing Litigation, Case No. 2019050143, on a motion by Ms. O’Connor-Ratcliff and a second by Mr. Zane, the Board voted to approve the final settlement. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

2.3-A: Clerk Couvrette reported that in the matter of Pupil Personnel – Student Expulsion(s), Disciplinary Matter(s), and Other Confidential Student Matters, Appeal of Administrative Hearing Panel’s Decision. On a motion by Mr. Zane and a second by Ms. O’Connor-Ratcliff, the Board voted to approve and adopt the Findings of Fact, and Recommendations of the Administrative Hearing Panel’s decision to administratively place the student based upon the Board’s review of the Findings of Fact and Recommendations, and consideration of arguments regarding the appeal heard in Closed Session. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

2.6-A: Clerk Couvrette reported that in the matter of Public Employee Appointment/Employment, Principal – Elementary School. On a motion by Ms. O’Connor-Ratcliff and a second by Mrs. Couvrette, the Board voted to appoint Michele Tsutagawa Ward as Principal of Tierra Bonita Elementary School. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

There was no other reportable action taken in closed session.

3.3 Members in Attendance

All Board members were in attendance with the exception of Kimberley Beatty who was absent. Student Board Member Mariana Akins was present.

3.4 Welcome to Public

Student Board Member Mariana Akins 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

On a motion by Ms. O’Connor-Ratcliff, and a second by Mr. Zane, the agenda/sequence was approved as presented. Preferential vote Aye by Student Board Member Mariana Akins. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.
4.0 ORAL PRESENTATIONS

4.1 Student Board Representatives - None

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:
• Mike and Gina Jacobs spoke regarding Interdistrict Transfers.

4.3 Talia’s Tolerance Tour Presentation
This item was a presentation and information only.

4.4 Discuss the Potential Preparation of a Request for Proposals (RFP) to Dispose of Surplus Real Properties 312-293-11-00, 306-250-27-00, 306-020-32-00 – Known as the Black Mountain Ranch Southern Site
This item was a presentation only.

As approved in Agenda item 3.4 Agenda/Sequence, item 5.3(f), was heard after agenda item 4.4.

5.3(f) Approval of Resolution No. 02-2020 Entitled “Authorization to Purchase Modular Buildings for the 2019-2020 School Year Using the Same Terms and Conditions as the Contract Awarded to Silver Creek Industries, Inc., By the Chula Vista Elementary School District”
Following discussion, on a motion by Mr. Zane, and a second by Ms. O’Connor-Ratcliff, the Board approved Resolution No. 02-2020 with the amendment of adding: WHEREAS, Poway Unified School District requires the purchase of two modular buildings to be placed at Bernardo Heights Middle School. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

As approved in Agenda item 3.4 Agenda/Sequence, Consent Calendar item 5.3(f) was heard after agenda item 4.4.

5.0 CONSENT CALENDAR

5.1 Approval of Consent Calendar
a. Approval of Minutes

5.2 Consent Calendar – Personnel Support Services
a. Approval of Certificated Personnel Report No. 01-2020
b. Approval of Classified Personnel Report No. 01-2020
c. Approval of the Williams Settlement Quarterly Report for June 2019
d. Approval of Variable Term Waiver Request – Shelby Bueno, Joseph Cousin, William Harwell, Monica Royal, Stacy Walker, Matthew Iske, Diane Lawrance, John Mortensen, Donald Sheffler
5.3 Consent Calendar – Business Support Services
a. Approval/Ratification of Contractual Services Report No. 01-2020
b. Ratification of District Purchase Orders, Revolving Cash Fund Expenditures, and Purchase Card Transactions
c. Approval of Resolution No. 01-2020 Entitled “Authorization to Participate in the San Diego County Neighborhood Reinvestment Program” for Facilities at Abraxas Continuation High School
d. Ratification and Approval of District Commercial Warrants for June and July 2019
e. Acknowledgment of Enrollment Report No. 11/2018-2019
f. Approval of Resolution No. 02-2020 Entitled “Authorization to Purchase Modular Buildings for the 2019-2020 School Year Using the Same Terms and Conditions as the Contract Awarded to Silver Creek Industries, Inc., By the Chula Vista Elementary School District”
g. Approval of Updated California School Board Association (CSBA) Board Policies 3100 Budget, 3260 Fees and Charges, and 3290 Gifts, Grants and Bequests

5.4 Consent Calendar – Learning Support Services
a. Adoption of High School French Textbooks
b. Adoption of High School and Middle School Spanish Textbooks
c. Approval of Agricultural Career Technical Education Incentive Grant Application
d. Memorandum of Understanding Between Poway Unified School District and Jewish Family Service
e. Approval/Ratification of Out-of-State Field Trips

5.5 Consent Calendar – Student Support Services

5.6 Consent Calendar – Technology and Innovation

5.7 Consent Calendar – Superintendent
a. Approval of Updated California School Board Association (CSBA) Board Policy 1112

On a motion by Mr. Zane, and a second by Ms. O’Connor-Ratcliff, the Consent Calendar was approved as presented with the exception of agenda item 5.3(f) pulled from agenda by Mr. Zane for further discussion. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.
6.0 PERSONNEL SUPPORT SERVICES
6.1 Maintain the District’s Current Carriers, Aetna, Kaiser, Dental and Vision, for 2019 Coverage
This item was presented as information only.

6.2 Approval of Title Change and Salary Reallocation for Chief Communications Officer
On a motion by Mr. Zane, and a second by Ms. O’Connor-Ratcliff, the Board approved the Title Change and Salary Reallocation for Chief Communications Officer as presented. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

Public Comment: David Little stated the Commission was not for or against the range change for this item.

7.0 BUSINESS SUPPORT SERVICES
7.1 Approval of 2019-2020 Poway Unified School District Revised Budget
Following discussion, on a motion by Student Board Member Mariana Akins, and a second by Ms. O’Connor-Ratcliff, the Board approved the 2019-2020 Poway Unified School District Revised Budget as presented. Preferential vote Aye by Student Board Member Mariana Akins. Ayes: Patel, O’Connor-Ratcliff, Couvrette, and Zane. Absent Beatty. Motion carried, 4-0.

8.0 LEARNING SUPPORT SERVICES

9.0 STUDENT SUPPORT SERVICES

10.0 TECHNOLOGY AND INNOVATION

11.0 SUPERINTENDENT

12.0 REPORTS AND COMMENTS
12.1 Board Member Reports
Board members reported on their activities and events attended since the previous meeting.

12.2 Superintendent’s Report
The following updates on current issues and events were presented:

• Dr. Kim Phelps spoke about Personnel, Facilities and Maintenance, ESS and Preschool, Special Education, Business Support Services, and Technology & Innovation all working hard throughout the summer to accomplish great things for our students.

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

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

(c) Staff Recognition
Accomplishments and awards earned by staff were recognized.
13.0 **CLOSED SESSION**
Board members reconvened to closed session in the Board Conference Room to complete item 2.4(a) at 7:50 p.m., and adjourned at 8:21 p.m., with no reportable action.

14.0 **ADJOURNMENT**
The meeting was adjourned at 7:40 p.m.

________________________________ ________________________________
Darshana Patel, President   Ginger Couvrette, Clerk

________________________________
Marian Kim Phelps, Secretary
SPECIAL MEETING
Board President Darshana Patel called the meeting to order at 9:08 a.m. Board Members in attendance: Board President Darshana Patel, Michelle O’Connor-Ratcliff, Ginger Couvrette, and T.J. Zane. Absent: Kimberley Beatty. Superintendent Cabinet members in attendance: Dr. Kim Phelps, Carol Osborne, Dr. Jennifer Burks, Ron Little, James Jimenez, Greg Mizel, and Christine Paik.

A. PUBLIC COMMENT
There were no public comments.

B. POTENTIAL REFINANCING OF 2011 GENERAL OBLIGATION REFUNDING BONDS
Poway Unified School District’s Board of Education reviewed information regarding the potential refinancing of the 2011 General Obligation Refunding Bonds.

C. WORKSHOP
The Board of Education reviewed the following for possible changes and updates:
- Poway Unified School District Vision Statement
- Poway Unified School District Mission Statement
- Board Goals
- Board Governance Handbook
- Board Procedures and Protocols

D. ADJOURNMENT
The meeting was adjourned at 12:35 p.m.

_____________________________             __________________________
Darshana Patel                          Ginger Couvrette
Board President                                                                      Board Clerk

______________________________
Marian Kim Phelps, Secretary

am
TO: BOARD OF EDUCATION
FROM: James Jimenez
Staff Support: Leisl Sanchez

MEETING DATE: September 12, 2019
AGENDA ITEM: 5.2(a)

SUBJECT: APPROVAL OF CERTIFICATED PERSONNEL REPORT NO. 02-2020

RECOMMENDATION:
Approve the Certificated Personnel Report No. 02-2020 as presented.

DISCUSSION/PROGRAM:

LEGAL REFERENCE: N/A
FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019

FROM: James Jimenez  AGENDA ITEM: 5.2(b)
Staff Support: Leisl Sanchez

SUBJECT: APPROVAL OF CLASSIFIED PERSONNEL REPORT NO. 02-2020

RECOMMENDATION:

Approve the Classified Personnel Report No. 02-2020 as presented.

DISCUSSION/PROGRAM:

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

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

FROM: James Jimenez
Staff Support: Sandra Huezo

AGENDA ITEM: 5.2(c)

SUBJECT: APPROVAL OF CLINICAL EDUCATION SITE AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY

RECOMMENDATION:

Approve the Clinical Education Site Agreement with Northern Illinois University.

DISCUSSION/PROGRAM:

The purpose of the enclosed agreement applies to the Practicum School Psychology Students/Interns and School Psychology Students who are or will enroll in the School Psychology Credential Program through Northern Illinois University, and who will serve their Practicum in the district. School Psychology Students/Interns nominated by the 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.

The Special Education Department and the Personnel Support Services Division will be able to meet all of the requirements for the placement of the candidates. District staff have identified at least one qualified candidate from this program. Upon Board approval, staff will commence the process to place candidates.

Attached is a copy of the Clinical Education Site Agreement between Northern Illinois University and the Poway Unified School District for a school psychology unpaid practicum/internship fieldwork.

LEGAL REFERENCE: Education Code Sections 44227, 44452 and 44321

FISCAL IMPACT: N/A
This agreement, made and entered into by and between the Board of Trustees of Northern Illinois University, DeKalb, Illinois hereinafter referred to as the "University" and POWAY UNIFIED SCHOOL DISTRICT hereinafter referred to as the "District", lists the agreed upon roles and responsibilities of the University and the District as described below. The University will assign students for clinical experiences at the District, and the District will accept students in accordance with the provisions set forth herein. The effective dates for the Clinical Education Site Agreement for the placement of School Psychologist will be September 12, 2019 through August 31, 2021.

Contract and monitoring responsibilities for this agreement rests with the University. If modifications are necessary within the duration of this agreement, they will be added to this agreement by mutual written consent of all parties involved.

**ROLES AND RESPONSIBILITIES OF THE UNIVERSITY**

1. The University will arrange that requests for assignments of university students for clinical experiences will be made to the District so that sufficient time is available for the District to process such assignments and select cooperating supervisors. Such official requests from the University will include sufficient background information regarding the student to enable the District to decide if it wishes to accept that student.

2. The number of students for which placement in the District is requested in any given year will vary depending upon the number of students enrolled in any particular university program. Since enrollments are subject to fluctuation, it is understood that in any given year the University may not request placement of students in the District.

3. The University will provide that only those students who have been carefully screened and officially admitted into the university program will be permitted to report for an assignment.

4. The University will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.

5. The University will assign a qualified university faculty member to supervise all university students and consult with and provide assistance for the cooperating supervisors.

6. The University will complete periodic observations and/or evaluations of the university students regarding his/her performance at the fieldwork site as per arrangements between the University faculty or staff and the fieldwork site supervisor.

7. In return for the assignment of students to the District, the University shall provide to the District one one-credit hour tuition waiver for every initial/observation early clinical student: one two-credit hour tuition waiver for every non-initial/interactive early clinical student; one three-credit hour tuition waiver for every eight-week student teacher; one four-credit hour tuition waiver for every ten-week student teacher, and one six-credit hour tuition waiver for every 15 or 16-week student teacher. Tuition waivers will be issued on a per student basis, not on a per teacher basis. Such tuition waivers are subject to the conditions specified on the tuition waiver and are limited to the usual tuition fee. Students enrolling in courses with higher tuition fees will have waived only the usual tuition charged for undergraduate or graduate courses, and only the amount indicated by the number of hours waived on the tuition form. Tuition waivers may only be redeemed by a professional employee or members of the professional staff of the district to which the waiver is issued, as stated in the Clinical Education Site Agreement and on the tuition waivers themselves. "Professional employees" shall be defined as those certificated personnel employed by the district. "Professional staff shall be defined as teacher aides and substitute teachers who have worked a minimum of 20 days during the past academic year for the district.

**ROLES AND RESPONSIBILITIES OF THE DISTRICT**

1. The District will promptly process requests for assignments and notify the University in a timely fashion.

2. The District will accept only those students who can be assigned to qualified, capable and willing cooperating supervisors who, through experience, training and certification, are qualified to supervise university students.

3. The District will direct the cooperating supervisor on or before the end of the assignment to prepare a final evaluation of the student using the form provided by the University. This evaluation shall be subject to the provisions of the Family Educational Rights and Privacy Act of 1974, as amended (The Buckley amendment).

4. To provide for emergency health care of the university student at the expense of the student.

5. To provide all participating university students with a copy of the fieldwork site's rules, regulations, policies, and procedures with which the students are expected to comply and notify the University of any changes in its personnel, operation, or policies which may affect the field education experience.

6. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

7. A University student shall not be used as a substitute teacher and must be under the immediate supervision of a teacher holding a valid certificate and who is directly engaged in teaching subject matter or conducting learning activities. The cooperating teacher will constantly evaluate the student's activities and be able to control or modify them.

8. In the event that a work stoppage action is taken by some or all of the District employees during the time when students are assigned to the District, those students will be encouraged to assume the role of neutral persons and to maintain an uninvolved status with respect to a work stoppage in accordance with the following:

   a. The students shall not be required to participate in picketing or other work stoppage actions.

   b. The students shall not be required to cross picket lines or to report for work when such action would constitute a breaking of the work stoppage.

   c. If, in any event, the student participates on either side of the work stoppage, such participation shall be as an individual and not as a university agent, and the University disclaims any liability or responsibility for any action or the consequences of any action taken by such student and his or her participation.
d. In the event that the work stoppage continues for a week or more, the University may make arrangements for an extended experience, an alternate placement in another district or an appropriate substitute experience.

This agreement is not intended and shall not be construed to create a relationship of employee, agent, servant, joint venture, or association between the University, the District, and the participating university students. In addition, neither the University nor the District may assign or transfer any interest in this Agreement or use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining written consent of the other's party.

INSURANCE

NORTHERN ILLINOIS UNIVERSITY (COLLEGE/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.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION

COLLEGE/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 attorney’s 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 attorney’s 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.

PUSD and Northern Illinois University prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics.

IN WITNESS WHEREOF the parties hereto have hereunto set in their hands the day and year first above written.

DISTRICT

By: ____________________________________________
Title: __________________________________________
Date: __________________________________________

UNIVERSITY

By: ____________________________________________
Title: Assoc. VP Provost for Ed. Lic & Prep
Date: 8-26-19
TO: BOARD OF EDUCATION
FROM: James Jimenez
Staff Support: Brian Morris

MEETING DATE: September 12, 2019
AGENDA ITEM: 5.2(d)

SUBJECT: APPROVAL OF INTERN AGREEMENT WITH THE UNIVERSITY OF ARIZONA

RECOMMENDATION:

Approve the agreement for dietetic intern with the University of Arizona.

DISCUSSION/PROGRAM:

The purpose of the university agreement applies to support a “Dietetic” internship with the University of Arizona. Students in this unpaid internship program will work with the Food and Nutrition Dietetic Supervisor to learn about the National School Lunch and School Breakfast programs, experience operations through school site visits, and complete various food service related assignments. District staff have identified at least one qualified candidate from this program. Upon Board approval, staff will commence the process to place candidates.

Attached is a copy of the internship Agreement between the University of Arizona and the Poway Unified School District for a Dietetic unpaid internship fieldwork.

LEGAL REFERENCE: N/A
FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___
STUDENT PREFERENTIAL VOTE: AKINS ___
Affiliation Agreement
For Clinical Training and Education Programs

This Affiliation Agreement (the "Agreement") is effective on the date of the last authorized signature below (the "Effective Date"), between Poway Unified School District ("Affiliate"), with offices located at 15250 Avenue of Science, San Diego, CA 92128, and the Arizona Board of Regents on behalf of the University of Arizona, an Arizona body corporate ("Sponsoring Institution"), with offices located at 888 N. Euclid Avenue, Room 515, Tucson, Arizona 85719.

The parties identified above hereby agree to be bound by the terms and conditions set forth herein and any Special Provisions (if attached), for the establishment of clinical training and educational programs for the instruction of health sciences students classified as either externs, interns, residents and/or fellows ("Program Participants").

1. General

1.1 Purpose. The Parties recognize the obligation of each to develop and nurture professional behavior among faculty staff and Program Participants by promoting a learning environment that provides opportunities in both formal and informal clinical education setting for the modeling and integration of appropriate professional attitudes and values. This agreement is intended to provide to the Sponsoring Institution’s Program Participants a structured educational experience in accordance with the applicable accreditation standards for health sciences programs and shall be interpreted to meet the Sponsoring Institution’s applicable accreditation standards related to affiliation agreements with clinical affiliates, which require at a minimum:

- The Affiliate will provide Program Participant, and faculty if applicable, access to appropriate resources for Program Participant education;
- The Sponsoring Institution is ultimately responsible for the educational training program, academic affairs, and the assessment of Program Participants;
- The Affiliate retains full authority and responsibility for patient care and quality standards;
- The Sponsoring Institution is primarily responsible for the appointment and assignment of faculty members with responsibility for Program Participant teaching;
- Specification of the respective responsibility for treatment and follow-up when a Program Participant is exposed to an infectious or environmental hazard or other occupational injury; and
- The shared responsibility of the Sponsoring Institution and Affiliate for creating and maintaining an appropriate learning environment.

1.2 Term and Renewal. This Agreement expires five years from the Effective Date unless otherwise terminated by the Parties as provided below.

1.3 Termination.

1.3.1 Either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other Party with ninety (90) days advance notice in writing. Should notice of termination be given under this Section, Program Participants already scheduled to train at Affiliate will be permitted to complete any previously scheduled clinical assignment at
1.3.2 The withdrawal, dismissal or removal of a Program Participant in accordance with Section 4.4 below will not affect continuation of this Agreement or the continued training of other Program Participants.

1.4 No Payments. No payments shall be made between the parties or to the Program Participants in connection with this Agreement.

2. Responsibilities of the Affiliate

2.1 The Affiliate has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the Affiliate will provide Program Participants and faculty with access to appropriate resources for Program Participant education including: a) access to patients at Affiliate facilities in an appropriately supervised environment, in which the Program Participants can complete the Sponsoring Institution’s curriculum; b) Program Participant security badges or other means of secure access to patient care areas; c) access and required training for Program Participants in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for Program Participants’ personal items when at the Affiliate; and f) access to call rooms, if necessary.

2.2 The Affiliate will provide for the orientation of Sponsoring Institution’s Program Participants as to the Affiliate’s rules, regulations, policies, and procedures, which shall include Affiliate’s specific HIPAA confidentiality procedures, and workplace safety and emergency preparedness procedures.

2.3 The Affiliate will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Affiliate’s facilities, Program Participants will have the status of trainees; are not to replace Affiliate staff; and, are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Program Participant’s level of training.

2.4 The Affiliate agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Program Participant is in a life-threatening emergency, exposed to an infectious or environmental hazard, or other occupational injury (i.e., needle stick) while in training at the Affiliate, the Affiliate will provide such emergency care as is provided its employees. In the event that Affiliate does not have the resources to provide such care, Affiliate will provide for the prompt and appropriate transfer of the Program Participant to the nearest facility. The Affiliate shall not bear any financial responsibility for any charges generated from the provision of such care, including costs of transfer and further treatment; all such costs shall be referred to Sponsoring Institution.

2.5 The Affiliate staff will, upon request, assist the Sponsoring Institution in the assessment of the learning and performance of Program Participants by completing assessment forms provided by the Sponsoring Institution.

2.6 The Affiliate will provide prompt written notification to the Sponsoring Institution if a claim arises involving a Program Participant. The Affiliate and Sponsoring Institution agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

2.7 The Affiliate will resolve any situation in favor of its patients’ welfare and restrict a Program Participant to
the role of observer when a problem may exist until the incident can be resolved by the staff in charge of
the Program Participant or the Program Participant is removed. The Affiliate will notify the Sponsoring
Institution's Program Contact if such an action is required.

2.8 Affiliate will, on reasonable request, permit representatives of Sponsoring Institution and accreditation
agencies to inspect its facilities, the services made available for the placement of Program Participants,
Program Participant records, and other information relevant to the placement.

3. Responsibilities of the Sponsoring Institution

3.1 The Sponsoring Institution will plan and determine the adequacy of the educational experience of
the Program Participants in theoretical background, basic skill, professional ethics, attitude and behavior
and shall assign to the Affiliate only those Program Participants who have satisfactorily completed the
prerequisites of the Sponsoring Institution's curriculum.

3.2 The Sponsoring Institution will retain ultimate responsibility for the education and assessment of its
Program Participants.

3.3 The Sponsoring Institution will advise all Program Participants assigned to the Affiliate facilities regarding
the confidentiality of patient/client records and patient/client information imparted during the training
experience. The Sponsoring Institution will also advise all Program Participants that the confidentiality
requirements survive the termination or expiration of this Agreement.

3.4 The Sponsoring Institution will require all Program Participants to have completed any required background
checks, and to have documented appropriate immunizations on file with the Sponsoring Institution. The
Sponsoring Institution will inform the Program Participant of his/her responsibility to provide evidence to
the Affiliate of any Affiliate required criminal background checks, drug screens, or immunizations, when
requested. The Affiliate shall notify the Sponsoring Institution of its requirements of an acceptable criminal
background check, drug screen and required immunizations. The cost of any such tests shall be paid by the
Program Participant, if not paid by the Sponsoring Institution.

3.5 The Sponsoring Institution will advise Program Participants that they are required to comply with Affiliate
rules, regulations, and procedures, including any special training required of Program Participants that is
unique to Affiliate.

3.6 If requested by the Affiliate, the Sponsoring Institution will provide instruction and documentation to the
Affiliate's staff with respect to the assessment of the Program Participants.

4. Mutual Responsibilities

4.1 Program Contacts and Participant Supervision. Representatives for each party will be established on or
before the execution of this Agreement. The Affiliate shall identify a Program Contact from among its
medical staff who will communicate and cooperate with the Sponsoring Institution’s Program Contact to
ensure faculty and Program Participant access to appropriate resources for the clinical training experience.
The Sponsoring Institution shall appoint a faculty member to be responsible for Program Participants’
teaching and assessment. The Affiliate will provide qualified and competent staff members in adequate
number for the instruction and supervision of Program Participants.

4.2 Quality Assurance. The Sponsoring Institution, including its faculty, staff, and Program Participants, and
Affiliate share responsibility for creating an appropriate and professional learning environment. At the
request of either party, a meeting or conference will promptly be held between Sponsoring Institution and
Affiliate representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

4.3 **Insurance.**

4.3.1 The parties will each maintain commercial general liability insurance coverage and professional errors and omissions liability (professional liability) coverage reasonably satisfactory for protection of assigned personnel and Program Participants. Such insurance will be in an amount of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. Either party may rely on a program of self-insurance to meet the coverage obligations of this paragraph. Upon execution of this Agreement and separate written request, the parties agree to furnish the other evidence of such insurance coverage.

4.3.2 Each Party will notify the other thirty (30) days prior to any discontinuance of such insurance coverage. Upon either Party’s notice of the other’s discontinuation of insurance coverage, the other Party will then have the right to immediate termination of the Agreement.

4.4 **Program Participant Removal.** Upon Affiliate’s written request, the Sponsoring Institution will remove any Program Participant from the training program covered by this Agreement for unsatisfactory performance or failure to follow Affiliate’s administrative and patient care policies, procedures, rules and regulations, or any applicable laws. The Affiliate will immediately notify the Sponsoring Institution in writing if such an action is required and the specific reason(s) for such action. The Sponsoring Institution may terminate a Program Participant’s participation when, in its sole discretion, it determines the Program Participant is no longer in good standing with Sponsoring Institution or participation is no longer appropriate. The Sponsoring Institution will notify the Affiliate in writing if such action is required.

5. **Terms & Conditions**

5.1 **Independent Contractors.** The parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other party. The Program Participants participating in the program will not be considered employees or agents of the Affiliate for any purpose. Program Participants will not be entitled to receive any compensation from Affiliate or any benefits of employment from Affiliate, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

5.2 **Health Insurance Portability and Accountability Act.** Program Participants participating in clinical training pursuant to this Agreement are members of the Affiliate’s workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the Affiliate and as stated in paragraph 5.1 above, does not establish an employment relationship.

5.3 **Family Educational Rights and Privacy Act (FERPA).** Sponsoring Institution, and to the extent the Affiliate generates or maintains educational records related to the Program Participant, agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the Sponsoring Institution and shall limit access to only those employees or agents with a need to know. Sponsoring Institution designates Affiliate as an official with a legitimate educational interest in the educational records of the Program Participant(s) to the extent that access to the Sponsoring Institution’s records is required by Affiliate to carry out the Program.
5.4 **Liability.** Neither party is responsible for the negligent acts or omissions of the other except as provided specifically to the contrary herein.

5.5 **Assignment.** This Agreement will not be assigned by either party without the prior written consent of the other. This Agreement shall be binding upon and will inure to each party's respective permitted successors in interest.

5.6 **Notices.** All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated on the first page of this agreement.

5.7 **Compliance with Laws.** The Parties will comply with all applicable state and federal statutes and regulations governing equal opportunity, non-discrimination and immigration. In the course of carrying out duties pursuant to this Agreement, Affiliate agrees that if a Program Participant makes an allegation or complaint either to Affiliate or to Sponsoring Institution that s/he has been subjected to unlawful discrimination by Affiliate, Affiliate agrees to cooperate with Sponsoring Institution to investigate and resolve such allegations or complaints.

5.8 **Use of Names/Logos.** Neither party is permitted to use the names, logos, or other identifiers associated with the other party without such party's express prior written consent.

5.9 **Disputes.** The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

5.10 **Conflict of Interest.** This Agreement is subject to cancellation under A.R.S. § 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

5.11 **Severability.** The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

5.12 **Electronic Signature.** The parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement will have the same legal force and effect as any copy bearing original signatures of the parties.

5.13 **Entire Agreement; Modifications.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter hereof. There are no additional or supplemental agreements related to the subject matter hereof. No waiver, amendment or modification of this Agreement will be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

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IN WITNESS THEREOF, the parties execute this Agreement as of the day and year written below.

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TO: BOARD OF EDUCATION  
FROM: James Jimenez  
Staff Support: Nicole Curtright  

MEETING DATE: September 12, 2019  
AGENDA ITEM: 5.2(e)

SUBJECT: APPROVAL OF VARIABLE TERM WAIVER REQUEST -  
       DOUGLAS DEVLIN  
       MICHAEL WILLOWS  
       MICHAEL BRUEGGEMEYER

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 Douglas Devlin to teach Photography/Video Production effective August 16, 2019, to June 12, 2020. Mr. Devlin applied for a Preliminary Career Technical Education Teaching Credential – Arts, Media and Entertainment and is scheduled to clear his credential by August 2022.

Authorization of a Variable Term Waiver Request to be submitted to the Commission on Teacher Credentialing is requested for Michael Willows to teach Business effective August 16, 2019, to June 12, 2020. Mr. Willows has a Preliminary Career Technical Education Teaching Credential – Business and Finance, and Marketing, Sales and Service and is scheduled to clear his credential by August 2022.

Authorization of a Variable Term Waiver Request to be submitted to the Commission on Teacher Credentialing is requested for Michael Brueggemeyer to teach Video Production effective September 1, 2019, to June 12, 2020. Mr. Brueggemeyer will be applying for a Preliminary Career Technical Education Teaching Credential – Arts, Media and Entertainment and is scheduled to clear his credential by August 2022.

LEGAL REFERENCE: California Education Code Section 44253.11

FISCAL IMPACT: N/A
TO:       BOARD OF EDUCATION                      MEETING DATE: September 12, 2019
FROM:    James Jimenez                                AGENDA ITEM:  5.2(f)
          Staff Support: Brian Morris

SUBJECT: APPROVAL OF SUPERVISED FIELDWORK AGREEMENT
(SCHOOL COUNSELING AND SCHOOL PSYCHOLOGY) WITH BRANDMAN UNIVERSITY

RECOMMENDATION:

Approve the Supervised Fieldwork Agreement (School Counseling and School Psychology) with Brandman University.

DISCUSSION/PROGRAM:

The purpose of the university agreement applies to practicum counseling and psychology interns who are or will be enrolled in the credential program and who will be serving their practicum in the District. Interns 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. Upon Board approval, staff will commence the process to place candidates.

A copy of the unpaid Supervised Fieldwork Agreement is attached.

LEGAL REFERENCE: Education Code Sections 44227, 44452 and 44321

FISCAL IMPACT: N/A
SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University San Diego Campus.

- TEACHER EDUCATION
- SCHOOL PSYCHOLOGY [x]
- SCHOOL COUNSELING [x]
- EDUCATION ADMINISTRATION

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Poway Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

B. The FIELDWORK SITE staff will 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, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
D. To provide for emergency health care of the student in case of accident at the expense of the student.

E. To provide all participating students with a copy of the FIELDWORK SITE’S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE’S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.

C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE 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, employees, or students.

E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY’S request, defend the UNIVERSITY, its agencies 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 this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers’ Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
G. 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 should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

H. 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.

I. 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.

J. 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 INFORMATION:**
Poway Unified School District  
15250 Avenue of Science  
San Diego, CA 92128  
ATTN: Brian Morris  
858-521-2800 x2763

**UNIVERSITY CONTACT INFORMATION:**
Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

K. 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.

L. 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.

M. 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 hereof subsequent to the execution of this Agreement.

N. 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

A. THE TERM of this Agreement shall be effective 10/1/2019 and shall continue in full force and effect through 9/30/2020. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: __________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________

UNIVERSITY: Signature: __________________________
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
Date: 8/28/2019
Appendix A

Payment for Master Teachers for Teacher Education Fieldwork Only

I.  SPECIAL PROVISIONS – RATES and PAYMENTS

(a)  $200  Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
(b)  $200  Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT:  Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.
Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.

B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.

C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).

D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).

E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
School Counseling Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.

B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
   a. Personal and career assessments
   b. Personal counseling experience in either an individual or group context
   c. Experience in School-based programs serving parents and family members
   d. Observing classroom instruction
   e. Attending district and school based meetings
   f. Mapping school-based community resources
   g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
   h. Participating in professional development activities.
   i. Participating in individual or group supervision.
   j. Learning about and using technology and information systems.
   k. Learning about individual differences and student diversity.

C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. **Specific Supervision Requirements School Psychology Fieldwork:**

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.

B. Provide experiences with a diverse student population.

C. Provide experiences with a variety of educational programs.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
c. Developing, implementing and evaluating academic and behavioral interventions.
d. Providing counseling and other mental health interventions.
e. Home, school, community collaboration: working with parents and community members.
f. Learning about, helping develop, or evaluating policy, practices and programs.
g. Participating in professional development activities.
h. Participating in individual or group supervision.
i. Learning about and using technology and information systems.
j. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student’s performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student’s performance near the end of each university session.
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Ron Little
Staff Support: Janay Greenlee
AGENDA ITEM: 5.3(a)

SUBJECT: APPROVAL/RATIFICATION OF CONTRACTUAL SERVICES REPORT NO. 02-2020

RECOMMENDATION:

Approve/Ratify the Contractual Services Report No. 02-2020.

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 in attached list

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___  STUDENT PREFERENTIAL VOTE: AKINS ___
# Contractual Services Report No. 02-2020

**DATE:** September 12, 2019

## 2018-19 Contract Amendments

<table>
<thead>
<tr>
<th>#</th>
<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>1</td>
<td>05-14-19 to 08-26-19</td>
<td>Hazard Construction</td>
<td>Bid No. 2019-024B to remove and replace asphalt at Highland Ranch Elementary and Twin Peaks Middle School. Change order #1 due to unforeseen additional needed repairs at Twin Peaks Middle School.</td>
<td>General Fund Restricted</td>
<td>Current Amount: $405,900 Increase to: $425,485</td>
</tr>
<tr>
<td>2</td>
<td>05-09-19 to 08-19-19</td>
<td>PAL General Engineering, Inc</td>
<td>Bid No. 2019-24B to remove and replace asphalt at Tierra Bonita Elementary. Change order #1 due to class II base over contract award quantity.</td>
<td>General Fund Restricted</td>
<td>Current Amount: $252,272 Increase to: $321,572</td>
</tr>
</tbody>
</table>

## 2019-20 Contract Amendments

<table>
<thead>
<tr>
<th>#</th>
<th>Contract Effective Dates</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td>07-01-19 to 06-30-20</td>
<td>Frontline Technologies</td>
<td>Licensing for Substitute System hardware, software support, and upgrades. Increase due to terms of unlimited usage.</td>
<td>General Fund Unrestricted</td>
<td>Current Amount: $20,100 Increase to: $21,491</td>
</tr>
<tr>
<td>4</td>
<td>07-01-19 to 06-30-20</td>
<td>Project Lead the Way</td>
<td>Program Participation Fees – Multiple Schools. Increase needed due to actual classes.</td>
<td>K-12 Strong Workforce Program Project (SWP) Grant Funding</td>
<td>Current Amount: $29,000 Increase to: $29,750</td>
</tr>
<tr>
<td>5</td>
<td>08-01-19 to 06-30-24</td>
<td>Dannis Woliver Kelley</td>
<td>Legal services for Issuance of General Obligation Refunding Bonds.</td>
<td>General Fund Unrestricted</td>
<td>Current Amount: $10,000 Increase to: $73,000</td>
</tr>
</tbody>
</table>

## 2019-20 Contracts

<table>
<thead>
<tr>
<th>#</th>
<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>6*</td>
<td>09-16-19 to 04-06-20</td>
<td>Maestro Music Education Services</td>
<td>Elementary Music Program for grades TK–5.</td>
<td>General Fund Unrestricted</td>
<td>$23,478</td>
</tr>
<tr>
<td>7</td>
<td>09-15-19 to 06-30-20</td>
<td>Pearson Education</td>
<td>Purchase of Digital Content Licenses for AP Chemistry at High Schools to include multiyear use.</td>
<td>Lottery Fund</td>
<td>$66,534</td>
</tr>
<tr>
<td>8*</td>
<td>08-21-19 to 06-11-20</td>
<td>SOS Entertainment</td>
<td>DJ and lighting/sound services for ASB dances and graduation. To include lighting, sound, rigging and video services at Rancho Bernardo High.</td>
<td>General Fund Unrestricted</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

*Site-funded / Reimbursement
<table>
<thead>
<tr>
<th>#</th>
<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>9</td>
<td>07-01-19 to 06-30-20</td>
<td>Williams Scotsman, Inc.</td>
<td>Monthly Fees for relocatable classroom rentals for various elementary sites.</td>
<td>Capital Facilities Fund Unrestricted</td>
<td>$29,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Monthly Fees for relocatable classroom rentals for various elementary sites.</td>
<td>Other Enterprise Fund Restricted</td>
<td>$38,902</td>
</tr>
<tr>
<td>10</td>
<td>07-30-19 to 09-30-19</td>
<td>West Coast Air Conditioning Co., Inc.</td>
<td>Replace hot water lines (supply &amp; return) for HVAC system to building #500 at Bernardo Heights Middle School.</td>
<td>General Fund Restricted</td>
<td>$59,180</td>
</tr>
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</table>

### 2019-20 Contract Amendments – Special Education

<table>
<thead>
<tr>
<th>#</th>
<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>11</td>
<td>07-01-19 to 06-30-20</td>
<td>Aseltine School</td>
<td>Added one-on-one SCIA support for Non-public school student. – Master Contract.</td>
<td>General Fund Restricted</td>
<td>Current Amount: $92,000 Increase to: $120,000</td>
</tr>
<tr>
<td>12</td>
<td>07-01-19 to 06-30-20</td>
<td>New Haven School/New Haven Youth and Family</td>
<td>Transferred one residential student from out of state Residential Treatment Center (RTC) (Non Public School tuition and room and board) to in-state Community Based Services (CBS). Three students receiving CBS for 12 months and one student receiving CBS for 1 month – Master Contract.</td>
<td>General Fund Restricted</td>
<td>Current Amount: $79,000 Increase to $250,600</td>
</tr>
</tbody>
</table>

*Site-funded / Reimbursement*
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 August 1, 2019, through August 31, 2019, 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 5.3(a) on this agenda.
<table>
<thead>
<tr>
<th>No.</th>
<th>PO No.</th>
<th>PO Date</th>
<th>Supplier</th>
<th>Op.#</th>
<th>Description</th>
<th>Total</th>
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<tr>
<td>1</td>
<td>0000040216</td>
<td>8/8/2019</td>
<td>Instructure, Inc.</td>
<td>329</td>
<td>Canvas Licensing Agreement</td>
<td>$240,318.00</td>
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<td>2</td>
<td>0000040771</td>
<td>8/1/2019</td>
<td>Zonar Systems, Inc.</td>
<td>629</td>
<td>GPS Tracking Software License Agrmt.</td>
<td>$66,210.36</td>
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<td>3</td>
<td>0000041079</td>
<td>8/1/2019</td>
<td>Road One</td>
<td>629</td>
<td>Towing Services</td>
<td>$7,500.00</td>
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<td>4</td>
<td>0000041139</td>
<td>8/1/2019</td>
<td>Santander Bank, NA</td>
<td>910</td>
<td>Lease Payment - School Buses &amp; Data Cnt</td>
<td>$329,871.76</td>
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<td>5</td>
<td>0000041208</td>
<td>8/8/2019</td>
<td>San Joaquin County Office of Education</td>
<td>324</td>
<td>Online Subscr/License/Maint Agrmt</td>
<td>$40,774.50</td>
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<td>6</td>
<td>0000041323</td>
<td>8/1/2019</td>
<td>Bertrand's Music Mart</td>
<td>619</td>
<td>Musical Instruments Repair</td>
<td>$30,000.00</td>
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<td>7</td>
<td>0000041324</td>
<td>8/1/2019</td>
<td>Cooperative Strategies, LLC</td>
<td>637</td>
<td>Consultants Non-Instructional</td>
<td>$7,000.00</td>
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<td>8</td>
<td>0000041325</td>
<td>8/1/2019</td>
<td>Mario Martinez</td>
<td>619</td>
<td>Musical Instruments Repair</td>
<td>$25,000.00</td>
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<td>9</td>
<td>0000041326</td>
<td>8/1/2019</td>
<td>Fieldman, Rolapp and Associates, Inc.</td>
<td>637</td>
<td>Consultants Non-Instructional</td>
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<td>10</td>
<td>0000041328</td>
<td>8/1/2019</td>
<td>San Joaquin County Office of Education</td>
<td>222</td>
<td>Recruitment Expense</td>
<td>$5,278.20</td>
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<td>11</td>
<td>0000041329</td>
<td>8/1/2019</td>
<td>All Seasons Cleaning Service</td>
<td>619</td>
<td>Window Cleaning</td>
<td>$20,000.00</td>
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<td>12</td>
<td>0000041330</td>
<td>8/1/2019</td>
<td>Atkinson, Andelson, Loyla, Ruud and ROMO</td>
<td>222</td>
<td>Legal Services - LSS, PSS, BSS</td>
<td>$355,000.00</td>
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<td>13</td>
<td>0000041342</td>
<td>8/1/2019</td>
<td>Terris Barnes Walters Boigon Heath, Inc.</td>
<td>610</td>
<td>Bond Measure Consultant</td>
<td>$30,000.00</td>
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<td>14</td>
<td>0000041378</td>
<td>8/1/2019</td>
<td>Western Mower and Engine</td>
<td>629</td>
<td>Mower Repair Parts</td>
<td>$10,000.00</td>
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<tr>
<td>15</td>
<td>0000041382</td>
<td>8/1/2019</td>
<td>Wholesale Performance Muffler</td>
<td>629</td>
<td>Contracted Repairs - Fleet Vehicles</td>
<td>$20,000.00</td>
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<td>17</td>
<td>0000041385</td>
<td>8/1/2019</td>
<td>Zonar Systems, Inc.</td>
<td>629</td>
<td>GPS Tracking Software - Tablets</td>
<td>$120,750.04</td>
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<td>18</td>
<td>0000041386</td>
<td>8/1/2019</td>
<td>U.S. Bancorp</td>
<td>910</td>
<td>Lease Payment - School Bus</td>
<td>$120,863.00</td>
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<tr>
<td>23</td>
<td>0000041404</td>
<td>8/1/2019</td>
<td>Pinnacle Public Finance</td>
<td>910</td>
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<td>$6,000.00</td>
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<tr>
<td>115</td>
<td>0000042078</td>
<td>8/28/2019</td>
<td>Gradecam Corp.</td>
<td>008</td>
<td>Online Subscrpt/License/Maint Agrmt</td>
<td>$6,600.00</td>
</tr>
<tr>
<td>117</td>
<td>0000042097</td>
<td>8/29/2019</td>
<td>Apple Computer, Inc.</td>
<td>087</td>
<td>Technology Equipment - iPad</td>
<td>$8,598.45</td>
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<tr>
<td>118</td>
<td>0000042115</td>
<td>8/30/2019</td>
<td>Arey Jones Business Systems</td>
<td>073</td>
<td>Technology Equipment - Chromebooks</td>
<td>$8,247.57</td>
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<tr>
<td>119</td>
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<td>Apple Computer, Inc.</td>
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<td>Technology Equipment - iPad</td>
<td>$16,797.47</td>
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<tr>
<td>120</td>
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<td>8/30/2019</td>
<td>Educators Cooperative</td>
<td>613</td>
<td>Professional Development</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

**GENERAL FUND**

| TOTAL FUND 0100 | $6,557,339.31 |

**ADULT EDUCATION FUND**

| TOTAL FUND 1100 | $40,000.00 |

* Site-Funded / Reimbursement
<table>
<thead>
<tr>
<th>No.</th>
<th>PO No.</th>
<th>PO Date</th>
<th>Supplier</th>
<th>Op.#</th>
<th>Description</th>
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<tr>
<td>144</td>
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<td>8/30/2019</td>
<td>Hollandia Dairy</td>
<td>617</td>
<td>Food &amp; Beverages (Cafeteria)</td>
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<td>Harsch Investment Properties</td>
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<td>Facility Rental</td>
<td>$238,264.00</td>
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<tr>
<td>146</td>
<td>0000042130</td>
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<td>Food &amp; Beverages (Cafeteria)</td>
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<tr>
<td>147</td>
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<td>Heartland School Solutions</td>
<td>617</td>
<td>Kitchen Management Software</td>
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<td>148</td>
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<td>8/30/2019</td>
<td>Airwerx</td>
<td>617</td>
<td>Contracted Repairs - Kitchen Equip</td>
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<td>149</td>
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<td>Candroy.com</td>
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<td>Uniforms</td>
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**TOTAL FUND 1300**  $4,484,438.91

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<td>Roof Construction</td>
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<td>Summer Roofing Project at TPMS</td>
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<tr>
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<td>A. Preman Roofing, Inc.</td>
<td>003</td>
<td>Summer Roofing Project at ABX</td>
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**TOTAL FUND 1400**  $509,287.00

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<td>Koppel and Gruber Public Finance</td>
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<td>Consultants Non-Instructional</td>
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**TOTAL FUND 2519**  $20,000.00

<table>
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<td>Community Care Licensing</td>
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<tr>
<td>154</td>
<td>0000041684</td>
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<td>Sparkletts</td>
<td>037</td>
<td>Bottled Water</td>
<td>$5,600.00</td>
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<tr>
<td>155</td>
<td>0000041905</td>
<td>8/22/2019</td>
<td>Verizon Wireless-SD</td>
<td>340</td>
<td>Utilities - Cellular Service</td>
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**TOTAL FUND 6300**  $20,171.00

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<tbody>
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<td>0000041322</td>
<td>8/1/2019</td>
<td>IRS</td>
<td>222</td>
<td>Pharmacy Insurance Payments</td>
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<tr>
<td>158</td>
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<td>School Health Co.</td>
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<td>Annual Maintenance for AED</td>
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<tr>
<td>159</td>
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<td>Keenan and Associates</td>
<td>222</td>
<td>Insurance Consulting Services</td>
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<td>160</td>
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<tr>
<td>161</td>
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<td>Medical Eye Services</td>
<td>222</td>
<td>Vision Insurance Payments</td>
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**TOTAL FUND 6715**  $45,000.00

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<td>Devaney Pate Morris and Cameron, LLP</td>
<td>636</td>
<td>Legal Services</td>
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<tr>
<td>164</td>
<td>0000041633</td>
<td>8/13/2019</td>
<td>Claim Retention Services</td>
<td>636</td>
<td>Property and Liability Claims Services</td>
<td>$39,000.00</td>
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<tr>
<td>165</td>
<td>0000041636</td>
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<td>Walsh and Assoc., APC</td>
<td>636</td>
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**TOTAL FUND 6716**  $5,061,962.50

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</thead>
<tbody>
<tr>
<td>166</td>
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<td>Legal Services</td>
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<tr>
<td>167</td>
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<td>8/13/2019</td>
<td>Devaney Pate Morris and Cameron, LLP</td>
<td>636</td>
<td>Legal Services</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>168</td>
<td>0000041633</td>
<td>8/13/2019</td>
<td>Claim Retention Services</td>
<td>636</td>
<td>Property and Liability Claims Services</td>
<td>$39,000.00</td>
</tr>
<tr>
<td>169</td>
<td>0000041636</td>
<td>8/13/2019</td>
<td>Walsh and Assoc., APC</td>
<td>636</td>
<td>Legal Services</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

**TOTAL FUND 6730**  $189,000.00

Total POs Over $5,000  $16,927,198.72

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Legend:

- 003 Abraxas High
- 005 Poway High
- 006 Mt. Carmel High
- 007 Rancho Bernardo High
- 008 Del Norte High
- 009 Westview High School
- 030 Twin Peaks Middle
- 031 Mesa Verde Middle
- 037 Oak Valley Middle
- 055 Rolling Hills Elementary
- 070 Painted Rock Elementary
- 073 Del Sur Elementary
- 086 Shool Creek Elementary
- 087 Tierra Bonita Elementary
- 098 Park Village Elementary
- 222 Personnel
- 302 Career Technical/Adult Education
- 318 Learning Support Services
- 324 Special Education
- 329 Information Technology
- 333 Learning Support Services
- 340 Extended Student Services
- 341 Preschool
- 361 Business Services
- 610 Food and Nutrition
- 613 Technology and Innovation
- 617 Transportation
- 636 Risk Management
- 637 Planning
- 910 District

* Site-Funded / Reimbursement

08/01/2019 - 08/31/2019
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Joy Ramiro

MEETING DATE: September 12, 2019
AGENDA ITEM: 5.3(c)


RECOMMENDATION:


DISCUSSION/PROGRAM:

Education Code Section 42132 requires school districts to establish maximum appropriations limits, commonly called “Gann Limit,” for the current fiscal year and to re-establish the Gann Limit for the fiscal year just ended in accordance with the provisions of Article XIII-B of the Constitution of the State of California.

The estimated appropriations amount for the 2019-2020 fiscal year is $262,001,470. The District is also certifying that the 2018-2019 appropriations of $250,236,429 did not exceed the appropriations limit for the year. A resolution is attached, along with supporting calculations.

LEGAL REFERENCE: California Education Code Section 42132
Article XIII-B, California Constitution

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ Couvrette ___ O'Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
Poway Unified School District

RESOLUTION NO. 09-2020


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

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, commonly called the “Gann Amendment,” which added Article XIII-B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriations limits, commonly called “Gann Limits,” for public agencies, including school districts; and

WHEREAS, the District must establish a revised Gann Limit for the 2018-2019 fiscal year and a projected Gann Limit for the 2019-2020 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

THEREFORE, BE IT RESOLVED that this Governing Board hereby provides the public with the opportunity to review the calculations and documentation of the Gann Limit which are made in accordance with applicable constitutional and statutory law.

That the actual appropriation limit for the 2018-2019 has been recalculated and established to be $250,236,429.

That the District’s appropriation limit is now established for the 2019-2020 school year to be $262,001,470.

That the Board hereby declares that the appropriations in the Budget for the 2019-2020 fiscal year do not exceed the limitations imposed by Article XIII-B of the Constitution of the State of California and that the District did not exceed its appropriations limit in the 2018-2019 fiscal year.

AND BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution, along with appropriate attachments, to the San Diego County Superintendent of Schools and interested citizens of this District.

PASSED AND ADOPTED on September 12, 2019, 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.

Ginger Couvrette, Clerk of the Board of Education
### A. PRIOR YEAR DATA

(2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)

1. **FINAL PRIOR YEAR APPROPRIATIONS LIMIT**
   (Preload/Lines D11, PY column)
   - Prior Year Appropriations Limit: 241,667,862.74
   - Adjustments to Prior Year Limit: 0.00
   - Total Prior Year ADA: 241,667,862.74

2. **PRIOR YEAR GANN ADA (Preload/Lines B3, PY column)**
   - Total Prior Year ADA: 0.00
   - Adjustments to Prior Year ADA: 0.00
   - Total Prior Year ADA: 0.00

### ADJUSTMENTS TO PRIOR YEAR LIMIT

1. District Lapses, Reorganizations and Other Transfers
2. Temporary Voter Approved Increases
3. Less: Lapses of Voter Approved Increases
4. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT
   (Lines A3 plus A4 minus A5)
   - Prior Year Appropriations Limit: 241,667,862.74
   - Adjustments to Prior Year ADA: 0.00
   - Total Prior Year ADA: 241,667,862.74

### B. CURRENT YEAR GANN ADA

(2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)

1. **Total K-12 ADA (Form A, Line A6)**
   - 2019-20 P2 Estimate: 35,246.67
   - 2018-19 Actual: 35,534.01
   - 2019-20 Budget: 35,534.01

2. **Total Charter Schools ADA (Form A, Line C9)**
   - 2018-19 P2 Report: 0.00
   - 2019-20 P2 Estimate: 0.00
   - 2018-19 Actual: 0.00
   - 2019-20 Budget: 0.00

3. **TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)**
   - 2019-20 P2 Estimate: 35,246.67
   - 2018-19 Actual: 2019-20 Budget:

### C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED

**TAXES AND SUBVENTIONS** (Funds 01, 09, and 62)

1. **Homeowners' Exemption** (Object 8021)
   - 2018-19 Actual: 1,027,350.47
   - 2019-20 Budget: 1,027,350.47

2. **Timber Yield Tax** (Object 8022)
   - 2018-19 Actual: 0.00
   - 2019-20 Budget: 0.00

3. **Other Subventions/In-Lieu Taxes** (Object 8029)
   - 2018-19 Actual: 0.00
   - 2019-20 Budget: 0.00

4. **Secured Roll Taxes** (Object 8041)
   - 2018-19 Actual: 154,747,306.69
   - 2019-20 Budget: 154,747,306.69

5. **Unsecured Roll Taxes** (Object 8042)

6. **Prior Years' Taxes** (Object 8043)

7. **Supplemental Taxes** (Object 8044)
   - 2018-19 Actual: 3,843,323.61
   - 2019-20 Budget: 3,843,323.61

8. **Ed. Rev. Augmentation Fund (ERAF)** (Object 8045)
   - 2018-19 Actual: 0.00
   - 2019-20 Budget: 0.00

9. **Penalties and Int. from Delinquent Taxes** (Object 8048)
   - 2018-19 Actual: 0.00
   - 2019-20 Budget: 0.00

10. **Other In-Lieu Taxes** (Object 8082)
    - 2018-19 Actual: 0.00
    - 2019-20 Budget: 0.00

11. **Comm. Redevelopment Funds** (objects 8047 & 8625)
    - 2018-19 Actual: 12,214,140.90
    - 2019-20 Budget: 12,214,140.90

12. **Parcel Taxes** (Object 8621)
    - 2018-19 Actual: 0.00
    - 2019-20 Budget: 0.00

13. **Other Non-Ad Valorem Taxes** (Object 8622) (Taxes only)
    - 2018-19 Actual: 0.00
    - 2019-20 Budget: 0.00

14. **Penalties and Int. from Delinquent Non-LCFF Taxes** (Object 8029) (Only those for the above taxes)
    - 2018-19 Actual: 0.00
    - 2019-20 Budget: 0.00

15. **Transfers to Charter Schools**
    - 2018-19 Actual: 0.00
    - 2019-20 Budget: 0.00

16. **TOTAL TAXES AND SUBVENTIONS**
    (Lines C1 through C15)
    - 2018-19 Actual: 176,572,774.01
    - 2019-20 Budget: 176,572,774.01

[Other Local Revenues and Adjustments to 2018-19 Actual and 2019-20 Budget]
### EXCLUDED APPROPRIATIONS

19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)

<table>
<thead>
<tr>
<th>2018-19</th>
<th>2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data</td>
<td>Adjustments*</td>
</tr>
<tr>
<td>3,309,223.00</td>
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</tr>
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</table>

### OTHER EXCLUSIONS

20. Americans with Disabilities Act
21. Unreimbursed Court Mandated Desegregation Costs
22. Other Unfunded Court-ordered or Federal Mandates
23. TOTAL EXCLUSIONS (Lines C19 through C22)

<table>
<thead>
<tr>
<th>2018-19</th>
<th>2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,309,223.00</td>
<td>3,615,276.00</td>
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</table>

### STATE AID RECEIVED (Funds 01, 09, and 62)

24. LCFF - CY (objects 8011 and 8012)
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)

<table>
<thead>
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<td>147,829,970.00</td>
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### DATA FOR INTEREST CALCULATION

27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)

<table>
<thead>
<tr>
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<th>2019-20</th>
</tr>
</thead>
<tbody>
<tr>
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<td>394,787,761.00</td>
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### APPROPRIATIONS LIMIT CALCULATIONS

#### PRELIMINARY APPROPRIATIONS LIMIT

1. Revised Prior Year Program Limit (Lines A1 plus A6)
2. Inflation Adjustment
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)

<table>
<thead>
<tr>
<th>2018-19 Actual</th>
<th>2019-20 Budget</th>
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<tbody>
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<td>250,236,428.81</td>
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<tr>
<td>1.0367</td>
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<tr>
<td>0.9988</td>
<td>1.0082</td>
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<tr>
<td>250,236,428.81</td>
<td>262,001,469.68</td>
</tr>
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</table>

#### APPROPRIATIONS SUBJECT TO THE LIMIT

5. Local Revenues Excluding Interest (Line C18)
6. Preliminary State Aid Calculation
   a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)
   b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)
   c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)
7. Local Revenues in Proceeds of Taxes
   a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])
   b. Total Local Proceeds of Taxes (Lines D5 plus D7a)
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)
9. Total Appropriations Subject to the Limit
   a. Local Revenues (Line D7b)
   b. State Subventions (Line D8)
   c. Less: Excluded Appropriations (Line C23)
   d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)

<table>
<thead>
<tr>
<th>2018-19</th>
<th>2019-20</th>
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<td>76,972,877.80</td>
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<td>76,045,782.04</td>
<td>88,899,827.03</td>
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<td>250,236,428.81</td>
<td>250,236,428.81</td>
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### Adjustments to the Limit Per Government Code Section 7902.1

(Lines D9d minus D4; if negative, then zero)

<table>
<thead>
<tr>
<th>2018-19 Calculations</th>
<th>2019-20 Calculations</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>Extracted Data</td>
<td>Adjustments*</td>
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<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
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</table>

If not zero report amount to:

- Keely Bosler, Director
- State Department of Finance
- Attention: School Gann Limits
- State Capitol, Room 1145
- Sacramento, CA 95814

### SUMMARY

**2018-19 Actual**

- Adjusted Appropriations Limit (Lines D4 plus D10) 250,236,428.81
- Appropriations Subject to the Limit (Line D9d) 250,236,428.81

**2019-20 Budget**

- Adjusted Appropriations Limit (Lines D4 plus D10) 262,001,469.68
- Appropriations Subject to the Limit (Line D9d) 250,236,428.81

* Please provide below an explanation for each entry in the adjustments column.

---

Joy Ramirez

Gann Contact Person

(858) 521-2600 ext. 2781
TO: BOARD OF EDUCATION
FROM: Ron Little
Staff Support: Babre (Lou) Lewis
MEETING DATE: September 12, 2019
AGENDA ITEM: 5.3(d)

SUBJECT: APPROVAL OF RESOLUTION NO. 06-2020 ENTITLED "OBSERVANCE OF NATIONAL SCHOOL LUNCH WEEK"

RECOMMENDATION:
Approve Resolution No. 06-2020 acknowledging National School Lunch Week from October 14 through October 18, 2019.

DISCUSSION/PROGRAM:

National School Lunch Week was established October 9, 1962, by a proclamation from President John F. Kennedy. This special week is recognized annually to promote the importance of a healthy school lunch in a child’s life and the impact it has inside and outside of the classroom. Each year the President of the United States acknowledges National School Lunch Week by issuing a proclamation calling for appropriate ceremonies and activities. School districts around the nation will celebrate National School Lunch Week from October 14 through October 18, 2019.

The primary goal of the Child Nutrition Program is to improve the health and nutritional status of students. The theme this year is “School Lunch: What’s on Your Playlist,” which was designed to spotlight how today’s school nutrition centers are serving up the menu items that kids want to eat with increased choice and customization.

Studies indicate that students who consume nutritious meals have the greatest success in school. Healthy eating correlates with improved math and reading scores, increased attention, reduced absence and tardy rates, and improved behavior.

This week provides the opportunity to reflect on the critical role the school lunch program plays in promoting the health and well-being of tomorrow’s leaders. We also recognize the talent and dedication of all the food and nutrition professionals, school officials, community leaders, and parents for their efforts to ensure that children are provided nutritious meals each day.

LEGAL REFERENCE: Public Law 87-780

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: BEATTY ____ COUVRETTE ____ O’CONNOR-RATCLIFF ____ PATEL ____ ZANE ____ STUDENT PREFERENTIAL VOTE: AKINS ____
RESOLUTION NO. 06-2020

OBSERVANCE OF NATIONAL SCHOOL LUNCH WEEK

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

WHEREAS, the National School Lunch Week was established on October 9, 1962, by presidential proclamation; and

WHEREAS, school districts around the nation will celebrate National School Lunch Week from October 14 through October 18, 2019; and

WHEREAS, the National School Lunch Program is dedicated to the health and well-being of our District’s children; and

WHEREAS, the National School Lunch Week is designed to raise awareness about the role school nutrition and nutrition education play in the lives of children; and

WHEREAS, studies indicate that students who consume nutritious meals have improved mathematic grades and reading scores, increased attention, and reduced absence and tardy rates, and improved behavior; and

WHEREAS, it is important for all parents, students, and District personnel to understand that the food and nutrition program is an integral part of the education program: and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby acknowledges the week from October 14 through October 18, 2019, as National School Lunch Week, and urges all parents, students, and staff members to observe this week in a way appropriate to its significance and importance.

PASSED AND ADOPTED on September 12, 2019, 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.

Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION
FROM: Ron Little

AGENDA ITEM: 5.3(e)

Staff Support:

SUBJECT: APPROVAL OF UPDATED CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICIES 3510 GREEN SCHOOL OPERATIONS, 3511 ENERGY AND WATER MANAGEMENT, AND 3551 FOOD SERVICE OPERATIONS / CAFETERIA FUND

RECOMMENDATION:

Approve the updates as recommended by the California School Board Association (CSBA) Board to Policies 3510 Green School Operations, 3511 Energy and Water Management, and 3551 Food Service Operations / Cafeteria Fund.

DISCUSSION/PROGRAM:

At the June 28, 2019, Board meeting, the Board approved the California School Board Association (CSBA) Policies 3000 Series. Revisions to Policies 3510 Green School Operations, 3511 Energy and Water Management, and 3551 Food Service Operations / Cafeteria Fund reflect new education laws and are being recommended tonight with changes indicated for Board approval.

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

LEGAL REFERENCE: Refer to PUSD Board Policies 3510, 3511, and 3551

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O'CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Rheia Alschbach

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.3(f)

SUBJECT: ACCEPT THE ANNUAL SUMMARY CONTINUING DISCLOSURE COMPLIANCE REPORT

RECOMMENDATION:

Accept the Annual Summary Continuing Disclosure Compliance Report.

DISCUSSION/PROGRAM:

Pursuant to Board of Education Policy 3471.1(d) and Administrative Regulation 3471.1, the School District Disclosure Compliance Officer, with the assistance of the School District Continuing Compliance Consultant, has reviewed the District’s general obligation debt, general fund debt obligations and special tax debt obligations and completed the Annual Summary Disclosure Report for Fiscal Year 2017-2018.

A copy of the Report has been provided to the Board electronically.

LEGAL REFERENCE: Securities and Exchange Commission
Board Policy 3471.1(d) and Administrative Regulation 3471.1

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

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

FROM: Ron Little
Staff Support: Chad Koster

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.3(g)

SUBJECT: ACCEPT PROJECTS AS COMPLETE AND AUTHORIZE TO FILE A NOTICE OF COMPLETION

RECOMMENDATION:

Accept the following projects as complete and authorize to file a Notice of Completion.

DISCUSSION/PROGRAM:

<table>
<thead>
<tr>
<th>Company</th>
<th>Site</th>
<th>Bid Award</th>
<th>Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFS Flooring</td>
<td>HRES, PMES</td>
<td>121,891.00</td>
<td>121,891.00</td>
</tr>
<tr>
<td>Progressive Flooring</td>
<td>TBES</td>
<td>247,600.00</td>
<td>247,600.00</td>
</tr>
<tr>
<td>LC Paving</td>
<td>WVHS</td>
<td>106,662.00</td>
<td>106,662.00</td>
</tr>
<tr>
<td>Pal General Engineering</td>
<td>TBES</td>
<td>252,271.66</td>
<td>388,060.66</td>
</tr>
<tr>
<td>Hazard Construction</td>
<td>TPMS, HRES</td>
<td>405,900.00</td>
<td>425,291.00</td>
</tr>
</tbody>
</table>

Copies of the Notice of Completions are attached.

LEGAL REFERENCE: California Education Code Sections 17402 and 17406

FISCAL IMPACT: N/A

MOVED BY: ___________________________  SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___

STUDENT PREFERENTIAL VOTE: AKINS ___
NOTICE OF COMPLETION

Civil Code Section 8180-8190 – Public Works

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed as follows:

Project title or description of work:

Remove and Replace Flooring TBES, POMES, HRES
Bid 2019-25B

Date of completion: August 2, 2019

Nature of owner: Fee owner, public school district

Name of contractor: DFS Flooring

Street address or legal description of site:
Pomerado Elementary School, 12321 Ninth Street, Poway, CA 92064
Highland Ranch Elementary School, 14840 Waverly Downs Way, San Diego CA 92128

Date contract entered: May 9, 2019

POWAY UNIFIED SCHOOL DISTRICT

By: __________________________________________
Ron Little

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )
15250 Avenue of Science
San Diego, CA 92128

I am the clerk of the Governing Board of the POWAY UNIFIED SCHOOL DISTRICT, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California, September 12, 2019

Ginger Couvrette, Clerk of the Governing Board
NOTICE OF COMPLETION
Civil Code Section 8180-8190 – Public Works

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed as follows:

Project title or description of work:
Remove and Replace Flooring TBES, POMES, HRES
Bid 2019-25B

Date of completion: August 2, 2019
Nature of owner: Fee owner, public school district
Name of contractor: Progressive Flooring
Street address or legal description of site:
Tierra Bonita Elementary School, 14678 Tierra Bonita Road, Poway, CA 92064

Date contract entered: May 9, 2019

POWAY UNIFIED SCHOOL DISTRICT

By: __________________________________________
Ron Little

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO ) 15250 Avenue of Science
) San Diego, CA 92128

I am the clerk of the Governing Board of the POWAY UNIFIED SCHOOL DISTRICT, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California, September 12, 2019

____________________________________________
Ginger Couvrette, Clerk of the Governing Board
NOTICE OF COMPLETION
Civil Code Section 8180-8190 – Public Works

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed as follows:

Project title or description of work: Asphalt Repairs Westview High School
Bid#2019-32C

Date of completion: August 9, 2019
Nature of owner: Fee owner, public school district
Name of contractor: LC Paving
Street address or legal description of site: Westview High School
13500 Camino Del Sur
San Diego CA, 92129

Date contract entered: July 10, 2019

POWAY UNIFIED SCHOOL DISTRICT

By: ____________________________
Ron Little
STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )
15250 Avenue of Science
San Diego, CA 92128

I am the clerk of the Governing Board of the POWAY UNIFIED SCHOOL DISTRICT, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California, September 12, 2019

Ginger Couvrette, Clerk of the Governing Board
NOTICE OF COMPLETION
Civil Code Section 8180-8190 – Public Works

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed as follows:

Project title or description of work:
Remove and Replace Asphalt TBES, TPMS, HRES
Bid 2019-24B

Date of completion: August 19, 2019
Nature of owner: Fee owner, public school district
Name of contractor: Pal General Engineering
Street address or legal description of site: Tierra Bonita Elementary School
14678 Tierra Bonita Road
Poway, CA 92064

Date contract entered: May 9, 2019

POWAY UNIFIED SCHOOL DISTRICT

By: ________________________________
Ron Little
STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO ) 15250 Avenue of Science
San Diego, CA 92128

I am the clerk of the Governing Board of the POWAY UNIFIED SCHOOL DISTRICT, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California, September 12, 2019

_______________________________
Ginger Couvrette, Clerk of the Governing Board
NOTICE OF COMPLETION
Civil Code Section 8180-8190 – Public Works

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed as follows:

Project title or description of work:
Remove and Replace Asphalt TBES, TPMS, HRES
Bid 2019-24B

Date of completion: August 9, 2019
Nature of owner: Fee owner, public school district
Name of contractor: Hazard Construction
Street address or legal description of site:
Twin Peaks Middle School, 14640 Tierra Bonita Road, Poway, CA 92064
Highland Ranch Elementary School, 14840 Waverly Downs Way, San Diego CA 92128

Date contract entered: May 9, 2019

POWAY UNIFIED SCHOOL DISTRICT

By: __________________________________________
Ron Little
STATE OF CALIFORNIA       )
COUNTY OF SAN DIEGO      )
15250 Avenue of Science
San Diego, CA 92128

I am the clerk of the Governing Board of the POWAY UNIFIED SCHOOL DISTRICT, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read said notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California, September 12, 2019

____________________________________________
Ginger Couvrette, Clerk of the Governing Board
TO: \hspace{10mm} BOARD OF EDUCATION \hspace{30mm} MEETING DATE: September 12, 2019

FROM: \hspace{5mm} Ron Little \hspace{30mm} AGENDA ITEM: \hspace{10mm} 5.3(h)
Staff Support: Joy Ramiro

SUBJECT: RATIFICATION AND APPROVAL OF DISTRICT COMMERCIAL WARRANTS FOR AUGUST 2019

RECOMMENDATION:

Ratify and approve District commercial warrants for August 2019.

DISCUSSION/PROGRAM:

Education Code Section 42631 requires that all payments from the funds of the School District be made on the written order of the Governing Board. Education Code Sections 42632 and 42633 permit the Governing Board to designate an officer or employee of the District to sign orders rather than a majority of the members of the Board.

Warrants for ratification and approval represent invoiced payments against purchase orders previously approved by the Governing Board. The warrants were audited and approved by the County Superintendent of Schools prior to payment. The listing includes warrants written to reimburse the District’s revolving cash funds (RCF) and District purchasing card (P-Card) accounts.

LEGAL REFERENCE: Education Code Sections 42631, 42632 and 42633

FISCAL IMPACT: As described in the attached document

MOVED BY: ____________________________ SECONDED BY: ____________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
### Poway Unified School District
### Commercial Warrant Payments
### August 1 – August 31, 2019

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Description</th>
<th>Warrants Processed</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-00</td>
<td>General Fund (Restricted and Unrestricted)</td>
<td>688</td>
<td>$10,346,277.87</td>
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<tr>
<td>11-00</td>
<td>Adult Education</td>
<td>16</td>
<td>$23,630.85</td>
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<tr>
<td>12-00</td>
<td>Child Development (State Preschool) Fund</td>
<td>5</td>
<td>$1,929.09</td>
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<tr>
<td>13-00</td>
<td>Cafeteria Special Revenue Fund</td>
<td>1</td>
<td>$228.00</td>
</tr>
<tr>
<td>14-00</td>
<td>Deferred Maintenance Fund</td>
<td>7</td>
<td>$527,237.43</td>
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<tr>
<td>25-19</td>
<td>Capital Facilities</td>
<td>2</td>
<td>$7,445.40</td>
</tr>
<tr>
<td>40-00</td>
<td>Special Reserves Capital Project Fund</td>
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<td>$7,400.00</td>
</tr>
<tr>
<td>63-00</td>
<td>Other Enterprise Fund</td>
<td>175</td>
<td>$244,560.98</td>
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<tr>
<td>67-15</td>
<td>Self-Insurance (Workers Compensation) Fund</td>
<td>10</td>
<td>$463,787.25</td>
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<tr>
<td>67-16</td>
<td>Self-Insurance (Employee Benefits) Fund</td>
<td>5</td>
<td>$298,018.11</td>
</tr>
<tr>
<td>67-30</td>
<td>Self-Insurance (Deductible) Fund</td>
<td>7</td>
<td>$40,329.53</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>918</td>
<td>$11,960,844.51</td>
</tr>
</tbody>
</table>

Included in the commercial warrants are reimbursements of expenditures paid from:

- Purchasing Card (P-Card) **$95,422.84**
- Revolving Cash Fund (RCF) **$31,128.64**
TO: BOARD OF EDUCATION
FROM: Ron Little
Staff Support: Chad Koster

MEETING DATE: September 12, 2019
AGENDA ITEM: 5.3(i)

SUBJECT: APPROVAL OF RESOLUTION NO. 08-2020 ENTITLED "DECLARATION OF INTENTION TO DEDICATE AN EASEMENT TO SAN DIEGO GAS AND ELECTRIC COMPANY, A CORPORATION (SDG&E), AT TWIN PEAKS MIDDLE SCHOOL"

RECOMMENDATION:

Approve Resolution No. 08-2020, declaring the District’s intention to dedicate an easement to SDG&E, at Twin Peaks Middle School; and that a public hearing be scheduled for the October 10, 2019, Board meeting for consideration of this item.

DISCUSSION/PROGRAM:

SDG&E has requested that an easement to acquire right of way for the installation of electrical distribution facilities, at Twin Peaks Middle School. Electrical engineering studies done in the area have exposed the need for the installation of a new pad-mounted switch along Tierra Bonita Road; adjacent to an existing SDG&E fuse cabinet and retaining wall. A portion of the new switch and retaining wall are within the public right of way of Tierra Bonita Road but the size and configuration of the new equipment will involve some encroachment to the school district’s property.

In order for the District to grant an easement to SDG&E, the Board must initially approve a resolution of intention to dedicate the easement. We are required to advertise the proposed intention to dedicate and to subsequently hold a public hearing before granting the easement. We are proposing that the public hearing be scheduled for the October 10, 2019, Board meeting.

LEGAL REFERENCE: California Education Code Sections 17556 and 17558.

FISCAL IMPACT: None

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
Poway Unified School District

RESOLUTION NO. 08-2020

DECLARATION OF INTENTION TO DEDICATE AN EASEMENT TO
SAN DIEGO GAS AND ELECTRIC COMPANY, A CORPORATION, AT TWIN PEAKS MIDDLE
SCHOOL

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

WHEREAS, San Diego Gas and Electric Company, a corporation, has requested that this Board
dedicate an interest in real property to said application for the purposes set forth below; and

WHEREAS, in the judgment of this Board, public convenience makes it expedient that said request be
granted;

NOW, THEREFORE, BE IT RESOLVED THAT: Pursuant to the provisions of the Education
Code, Section 17556 et seq., that the Governing Board of the Poway Unified School District of San Diego
County, California, hereby declares that it is the intention of this Board to dedicate to San Diego Gas and
Electric Company, a corporation, upon the terms and conditions that are set forth in that certain form entitled
Easement, a copy of which is attached hereto and by this reference made a part hereof, an easement in real
property belonging to said District and more particularly described in said attachment for purposes of accessing
their existing transmission line, together with the right of ingress and egress to, from and along this easement
in, upon, over and across real property belong to said District on Tierra Bonita Road

BE IT FURTHER RESOLVED THAT: A public meeting be held by this Board at its regular place
of meeting, District Office, 15250 Avenue of Science, San Diego, California, on Thursday, October 10, 2019,
at 6:00 p.m., at which time all persons interested may appear and show cause, if any they have, why said
dedication should not be made.

BE IT FURTHER RESOLVED AND ORDERED THAT: Notice of the adoption of this resolution
and of the time and place of holding said meeting shall be given by posting copies of said resolution, approved
by members of this Board, or by a majority thereof, in three (3) public places in said District, not less than ten
(10) days before the date of said meeting and by publishing the notice attached hereto, once not less than five
(5) days before the date of the meeting in the Poway News Chieftain, a newspaper of general circulation
published in the district in which this District is located and having a general circulation in the District.

PASSED AND ADOPTED on September 12, 2019, 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.

Ginger Couvrette, Clerk of the Board of Education
July 18, 2019

Poway Unified School District
Attn: Kari Zipp - Planning Technician
15250 Avenue of Science
San Diego, CA 92128

SUBJECT: Electric Service near Tierra Bonita & Twin Peaks, Poway
SDG&E Reference No. 851398-010 / SR 425119

Dear Kari:

San Diego Gas and Electric (SDG&E) has retained Spectrum Land Services to acquire rights of way for the installation of SDG&E’s electric distribution facilities.

SDG&E is currently involved in an ambitious program to upgrade and improve our electrical facilities to provide better reliability to our customers. Many of our installations also correspond to areas of our service territory that have experienced significant growth (and increased load to our electrical circuits) in recent years.

Electrical engineering studies have been concluded for a portion of the Poway area. The results of these studies have exposed the need for the installation of a new pad-mounted switch along Tierra Bonita Road, adjacent to an existing SDG&E fuse cabinet and retaining wall. A portion of the new switch and retaining wall are within the public right of way of Tierra Bonita Road but the size and configuration of the new equipment will involve some encroachment to the school district’s property identified as Assessor’s Parcel Number 321-021-03. The proposed easement area is presented in more detail on Exhibit “A”.

If this is acceptable, please sign the accompanying Easement form as indicated, have your signature notarized and return it to me (envelope provided). Your notary fees will be reimbursed; please submit a complete receipt with your request. If getting to Notary Public is inconvenient for you, please contact me to arrange for a mobile notary.

Should you have any questions regarding this letter or Easement form, please feel free to call me. Thank you for your cooperation.

Sincerely,

Vicky Walters
Right of Way Agent (contractor)

Enclosures
EASEMENT

POWAY UNIFIED SCHOOL DISTRICT, A PUBLIC AGENCY, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and appurtenances for the transmission and distribution of electricity.

2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Lot 7 of the Southwest Quarter of the Southwest Quarter of Fractional Section 6, Township 14 South, Range 1 West, San Bernardino Meridian, said portion is more particularly described in a deed recorded on August 26, 1968 at File/Page No. 147506, filed in the Office of the County Recorder of said County of San Diego.
The easement in the aforesaid property shall be that certain strip of land, Four (4.00) feet in width and Thirteen (13.00) feet in length, the approximate location shown and delineated as "EASEMENT AREA", on the Exhibit "A", consisting of one (1) sheet, attached hereto and made a part hereof.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility installed within this easement.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.
IN WITNESS WHEREOF, Grantor executed this instrument this ___ day of _____________, 20___.

GRANTOR

POWAY UNIFIED SCHOOL DISTRICT,
A PUBLIC AGENCY

______________________________
Signature

______________________________
Print Name

______________________________
Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ______________________

On _____________________, before me ________________________________,
(name, title of officer)
personally appeared ________________________________,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________
(Signature of Notary Public)

______________________________
(Notary Seal)
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Ron Little
           Staff Support: Joy Ramiro
AGENDA ITEM: 5.3(j)

SUBJECT: ACKNOWLEDGMENT OF QUARTERLY DISCLOSURE OF LOCAL AGENCY INVESTMENTS FOR COMMUNITY FACILITIES DISTRICT NOS. 1 THROUGH 16

RECOMMENDATION:

Acknowledge Quarterly Disclosure of Local Investments for Community Facilities Districts Nos. 1 through 16.

DISCUSSION/PROGRAM:

Pursuant to Government Code Section 53646, the legislative body of all governmental entities must annually review the investment policy of that governmental entity. In addition, the legislative body must receive a quarterly report of those investments. This agenda item accomplishes both of these tasks. Our policy has not changed since the initial requirement for this code in August of 1996. The policy is as follows:

Funds generated in Community Facilities Districts are not required to be deposited in the County Treasury. The District has the option to deposit funds within the county pool to facilitate the use of the County Department of Education financial system and to invest these funds in a conservative and secure manner. District also has the option to deposit funds with a fiscal agent as trustee to facilitate financial transactions, including bond issuance.

When bonds are sold, a reserve account is maintained by the fiscal agent trustee used in making the annual bond payments to the bondholders. The bond proceeds are available for approved projects and invested according to cash flow needs. These funds are invested with the trustee's approval in fully insured securities and investment vehicles.

It should be noted that these funds are placed in federally-insured financial institutions and, in addition to the normal $250,000 of insurance provided, we have obtained agreements from the institutions to "fully collateralize" our deposits, thereby providing insurance for 100 percent of the funds we have on deposit.

We have attached the quarterly disclosure reports as required for the Board’s information. These reports identify the investments of Community Facilities District Nos. 1 through 16.

LEGAL REFERENCE: Government Code Section 53646

FISCAL IMPACT: N/A

MOVED BY: ___________________________  SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ending June 30, 2019, the CFD funds of the District were invested as listed below. The portfolio complies with the District's current investment policy.

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFD #1</td>
</tr>
<tr>
<td>CFD #2</td>
</tr>
<tr>
<td>CFD #2 IA-1</td>
</tr>
<tr>
<td>CFD #3</td>
</tr>
<tr>
<td>CFD #4</td>
</tr>
<tr>
<td>CFD #5</td>
</tr>
<tr>
<td>CFD #6</td>
</tr>
<tr>
<td>CFD #7</td>
</tr>
<tr>
<td>CFD #8A</td>
</tr>
<tr>
<td>CFD #8B</td>
</tr>
<tr>
<td>CFD #9</td>
</tr>
<tr>
<td>CFD #10</td>
</tr>
<tr>
<td>CFD #11 Z1</td>
</tr>
<tr>
<td>CFD #11 Z2</td>
</tr>
<tr>
<td>CFD #11 Z3</td>
</tr>
<tr>
<td>CFD #12</td>
</tr>
<tr>
<td>CFD #13</td>
</tr>
<tr>
<td>CFD #14</td>
</tr>
<tr>
<td>CFD #15</td>
</tr>
<tr>
<td>CFD #16</td>
</tr>
<tr>
<td>PFA 2017A</td>
</tr>
<tr>
<td>PFA 2017B</td>
</tr>
<tr>
<td>2013 PFA</td>
</tr>
<tr>
<td>2013B PFA</td>
</tr>
<tr>
<td>2014 PFA</td>
</tr>
<tr>
<td>2014B PFA</td>
</tr>
<tr>
<td>2014C PFA</td>
</tr>
<tr>
<td>2016A PFA</td>
</tr>
<tr>
<td>2014 JAA</td>
</tr>
<tr>
<td>2015A</td>
</tr>
<tr>
<td>2007 LRB</td>
</tr>
<tr>
<td>2012 COPS (US Bank)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

*Improvement Areas

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFD #6 A</td>
</tr>
<tr>
<td>CFD #6 B</td>
</tr>
<tr>
<td>CFD #6 C</td>
</tr>
<tr>
<td>CFD #10 A</td>
</tr>
<tr>
<td>CFD #10 B</td>
</tr>
<tr>
<td>CFD #10 C</td>
</tr>
<tr>
<td>CFD #10 D</td>
</tr>
<tr>
<td>CFD #10 E</td>
</tr>
<tr>
<td>CFD #10 F</td>
</tr>
<tr>
<td>CFD #11 A</td>
</tr>
<tr>
<td>CFD #11 B</td>
</tr>
<tr>
<td>CFD #11 C</td>
</tr>
<tr>
<td>CFD #14 A</td>
</tr>
<tr>
<td>CFD #15 A</td>
</tr>
<tr>
<td>CFD #15 B</td>
</tr>
<tr>
<td>CFD #15 C</td>
</tr>
<tr>
<td>CFD #15 D</td>
</tr>
<tr>
<td>CFD #16 A</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

*Improvement Areas (IA) are funds held and bonded for the timely construction of infrastructure within the Community Facilities District.
TO: BOARD OF EDUCATION            MEETING DATE: September 12, 2019
FROM: Ron Little
      Staff Support: Joy Ramiro
AGENDA ITEM: 5.3(k)

SUBJECT: ACKNOWLEDGMENT QUARTERLY DISCLOSURE OF LOCAL AGENCY INVESTMENTS FOR POWAY UNIFIED SCHOOL DISTRICT

RECOMMENDATION:

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

DISCUSSION/PROGRAM:

Most of the District’s funds are invested in the San Diego County Treasury as required by statute.

The County’s custodian is the Bank of New York Mellon Corporation, and all the pool assets are in a segregated account for benefit of the pool. All of the money market fund accounts that the pool invests in are made up of government obligation securities only.

The San Diego County Treasury continues to be conservative in its investment strategies.

Pursuant to Government Code Section 53646, the legislative body of all governmental entities must annually review the investment policy of that governmental entity. In addition, the legislative body must receive a quarterly report of those investments. This agenda item accomplishes both of these tasks. Our policy has not changed since the initial requirement for this code in August of 1996. The policy is as follows:

Education Code Section 41001 requires most school district funds (those included in the General Fund and required to meet the regular obligations of the District) to be deposited into the County Treasury. Education Code Section 41015 allows districts that have funds in a Special Reserve Fund, or that have any surplus monies not required for immediate district operation, to invest such funds in various security categories as specified in the Government Code.

Over the years, District staff has elected to pursue a very conservative approach in the investment of District

LEGAL REFERENCE: Government Code Section 53646
California Education Code Sections 41001 and 41015

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: Beatty ___ Couvrette ___ O'Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
funds. Virtually all surplus funds have been invested in the County Treasury Investment Pool.

Typically, we have not had significant amounts of surplus funds that would warrant establishing a separate investment strategy. Most school districts and county offices of education follow this practice. It is our recommendation that we continue this practice.

Special bank accounts are maintained for two purposes. The first is for clearing accounts to receive deposits of cash and checks, with a subsequent withdrawal check sent to the County Treasury for deposit. The second is to operate programs within the District such as the ASB, Food and Nutrition, and revolving cash accounts. It should be noted that these funds are placed in federally-insured financial institutions and, in addition to the normal $250,000 of insurance provided, we have obtained agreements from the institutions to "fully collateralize" our deposits, thereby providing insurance for 100 percent of the funds we have on deposit. All of our investments comply with the Board's investment policy.

Pursuant to Government Code Section 53646, we have attached the quarterly disclosure report as required for the Board’s information.
Poway Unified School District

Disclosure of District Investments
For the Quarter Ending June 30, 2019

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ending June 30, 2019, the funds of the District were invested as provided below and shown in detail on the attached exhibits. The portfolio complies with the District's current investment policy.

<table>
<thead>
<tr>
<th>Investment Pool</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Treasury Investment Pool</td>
<td>$128,848,502</td>
</tr>
<tr>
<td>Bank and Credit Union</td>
<td>$6,871,564</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$135,720,066</strong></td>
</tr>
</tbody>
</table>
## Poway Unified School District
### Cash Investments Detail
#### For the Quarter Ending June 30, 2019

<table>
<thead>
<tr>
<th>County Treasury Investment Pool</th>
<th>Fund Numbers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund (Restricted &amp; Unrestricted)</td>
<td>01-00</td>
<td>$64,243,444.37</td>
</tr>
<tr>
<td>Adult Education</td>
<td>11-00</td>
<td>$160,029.81</td>
</tr>
<tr>
<td>Cafeteria Special Revenue Fund</td>
<td>13-00</td>
<td>$602,337.49</td>
</tr>
<tr>
<td>Capital Facilities (AB2068) Fund</td>
<td>25-19</td>
<td>$4,432,438.82</td>
</tr>
<tr>
<td>Child Development (State Preschool) Fund</td>
<td>12-00</td>
<td>$231,791.55</td>
</tr>
<tr>
<td>Deferred Maintenance Fund</td>
<td>14-00</td>
<td>$759,020.84</td>
</tr>
<tr>
<td>Other Enterprise Fund</td>
<td>63-00</td>
<td>$4,960,312.46</td>
</tr>
<tr>
<td>Foundation Trust Fund</td>
<td>73-20</td>
<td>$323,175.68</td>
</tr>
<tr>
<td>Self Insurance Deductible Fund</td>
<td>67-30</td>
<td>$115,920.20</td>
</tr>
<tr>
<td>Self Insurance (Employee Benefits) Fund</td>
<td>67-16</td>
<td>$8,103,789.06</td>
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<tr>
<td>Self Insurance (Workers' Compensation) Fund</td>
<td>67-15</td>
<td>$7,751,335.49</td>
</tr>
<tr>
<td>Special Reserve Capital Project Fund</td>
<td>40-00</td>
<td>$7,494,540.65</td>
</tr>
<tr>
<td>Special Reserve Other Than Capital Project Fund</td>
<td>17-42</td>
<td>$1,997,442.69</td>
</tr>
<tr>
<td>State School Facilities Fund</td>
<td>35-00</td>
<td>$27,672,923.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$128,848,502.11</strong></td>
</tr>
</tbody>
</table>

### Bank, Credit Union and Other Investments

<table>
<thead>
<tr>
<th>Investment Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearing Account - District</td>
<td>$348,963.34</td>
</tr>
<tr>
<td>Clearing Account - Transportation</td>
<td>$16,324.13</td>
</tr>
<tr>
<td>Checking Account - Food and Nutrition Services</td>
<td>$607,749.53</td>
</tr>
<tr>
<td>Clearing Account - Adult Ed</td>
<td>$6,827.21</td>
</tr>
<tr>
<td>Clearing Account - ESS and Preschool</td>
<td>$399,715.35</td>
</tr>
<tr>
<td>Clearing Account - Flexible Benefits</td>
<td>$152,252.57</td>
</tr>
<tr>
<td>Associated Student Body &amp; Student Council Accounts</td>
<td>$1,856,122.05</td>
</tr>
<tr>
<td>PARS - OPEB Trust Fund</td>
<td>$3,483,609.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,871,563.68</strong></td>
</tr>
</tbody>
</table>

| Grand Total                                             | **$135,720,065.79** |
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Joy Ramiro

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.3(l)

SUBJECT: APPROVAL OF QUARTERLY ASSOCIATED STUDENT BODY (ASB) AND STUDENT COUNCIL FINANCIAL REPORTS AND RATIFICATION OF ASB PURCHASE ORDERS

RECOMMENDATION:

Approve the quarterly ASB and Student Council Financial Reports and ASB purchase orders.

DISCUSSION/PROGRAM:

The quarterly ASB and Student Council Financial Reports, including a detailed listing of purchase orders greater than $5,000, for the quarter ending June 30, 2019, are attached for the Board’s review and approval.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
### General Account

**QUARTER ENDING 06-30-19**

<table>
<thead>
<tr>
<th>District/Account</th>
<th>ABRAXAS</th>
<th>POWAY HIGH</th>
<th>MT CARMEL</th>
<th>RANCHO BERNARDO</th>
<th>DEL NORTE</th>
<th>WESTVIEW</th>
<th>BLACK MOUNTAIN</th>
<th>BERNARDO HEIGHTS</th>
<th>MEADOW-BROOK</th>
<th>TWIN PEAKS</th>
<th>MESA VERDE</th>
<th>OAK VALLEY</th>
<th>ELEM. SCHOOLS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEG BAL 7-01-18</strong></td>
<td>18,482.99</td>
<td>16,514.88</td>
<td>43,581.30</td>
<td>42,259.23</td>
<td>144,851.74</td>
<td>0.00</td>
<td>4,608.03</td>
<td>10,980.82</td>
<td>11,519.10</td>
<td>5,397.40</td>
<td>23,566.62</td>
<td>47,805.77</td>
<td>38,854.75</td>
<td>408,422.63</td>
</tr>
<tr>
<td><strong>INC/TRF 04-01-19</strong></td>
<td>17,917.69</td>
<td>18,741.31</td>
<td>87,775.44</td>
<td>46,049.77</td>
<td>129,023.38</td>
<td>17,281.25</td>
<td>40,032.33</td>
<td>23,135.46</td>
<td>1,599.81</td>
<td>32,865.01</td>
<td>17,126.46</td>
<td>41,330.24</td>
<td>39,997.02</td>
<td>512,875.17</td>
</tr>
<tr>
<td><strong>EXP/TRF 04-01-19</strong></td>
<td>1,266.00</td>
<td>36,530.42</td>
<td>42,146.19</td>
<td>2,432.17</td>
<td>71,682.98</td>
<td>-1,088.03</td>
<td>-312.35</td>
<td>513.68</td>
<td>26,632.85</td>
<td>155.80</td>
<td>30,700.99</td>
<td>4,063.10</td>
<td>8,221.87</td>
<td>222,945.67</td>
</tr>
<tr>
<td><strong>END BAL 06-30-19</strong></td>
<td>612.13</td>
<td>30,763.25</td>
<td>61,941.45</td>
<td>14,346.92</td>
<td>36,581.16</td>
<td>11,711.30</td>
<td>11,070.57</td>
<td>7,534.01</td>
<td>21,591.11</td>
<td>6,056.95</td>
<td>7,709.70</td>
<td>2,756.17</td>
<td>10,347.47</td>
<td>232,022.19</td>
</tr>
</tbody>
</table>

### Athletic Club Accounts

**BEG BAL 7-01-18**

<table>
<thead>
<tr>
<th>Account</th>
<th>INC/TRF</th>
<th>EXP/TRF</th>
<th>END BAL 06-30-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>INC/TRF</td>
<td>121,204.32</td>
<td>112,058.88</td>
<td>108,747.43</td>
</tr>
<tr>
<td>EXP/TRF</td>
<td>89,664.32</td>
<td>27,738.65</td>
<td>201,273.81</td>
</tr>
<tr>
<td>END BAL 06-30-19</td>
<td>108,215.16</td>
<td>43,971.04</td>
<td>217,151.04</td>
</tr>
</tbody>
</table>

**INC/TRF 04-01-19**

<table>
<thead>
<tr>
<th>Account</th>
<th>INC/TRF</th>
<th>EXP/TRF</th>
<th>END BAL 04-01-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>INC/TRF</td>
<td>124,884.64</td>
<td>79,386.97</td>
<td>34,338.21</td>
</tr>
<tr>
<td>EXP/TRF</td>
<td>52,960.74</td>
<td>50,011.03</td>
<td>90,241.46</td>
</tr>
<tr>
<td>END BAL 04-01-19</td>
<td>83,494.12</td>
<td>49,530.95</td>
<td>95,959.08</td>
</tr>
</tbody>
</table>

**INC/TRF 06-30-19**

<table>
<thead>
<tr>
<th>Account</th>
<th>INC/TRF</th>
<th>EXP/TRF</th>
<th>END BAL 06-30-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>INC/TRF</td>
<td>94,351.26</td>
<td>85,867.05</td>
<td>85,020.92</td>
</tr>
<tr>
<td>EXP/TRF</td>
<td>89,664.53</td>
<td>13,664.21</td>
<td>216,376.98</td>
</tr>
<tr>
<td>END BAL 06-30-19</td>
<td>90,519.24</td>
<td>11,373.70</td>
<td>16,608.95</td>
</tr>
</tbody>
</table>

### Club Accounts

**BEG BAL 04-01-19**

<table>
<thead>
<tr>
<th>Account</th>
<th>INC/TRF</th>
<th>EXP/TRF</th>
<th>END BAL 06-30-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>INC/TRF</td>
<td>102,653.48</td>
<td>45,027.20</td>
<td>92,677.60</td>
</tr>
<tr>
<td>EXP/TRF</td>
<td>21,055.08</td>
<td>7,220.00</td>
<td>26,275.08</td>
</tr>
<tr>
<td>END BAL 06-30-19</td>
<td>111,101.84</td>
<td>81,652.96</td>
<td>79,354.25</td>
</tr>
</tbody>
</table>

### Yearbook Account

**BEG BAL 04-01-19**

<table>
<thead>
<tr>
<th>Account</th>
<th>INC/TRF</th>
<th>EXP/TRF</th>
<th>END BAL 06-30-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>INC/TRF</td>
<td>88,519.24</td>
<td>6,829.21</td>
<td>22,155.00</td>
</tr>
<tr>
<td>EXP/TRF</td>
<td>21,055.08</td>
<td>7,220.00</td>
<td>26,275.08</td>
</tr>
<tr>
<td>END BAL 06-30-19</td>
<td>94,914.12</td>
<td>38,200.80</td>
<td>30,520.00</td>
</tr>
</tbody>
</table>

### Summary as of 06-30-18:

<table>
<thead>
<tr>
<th>Account</th>
<th>BEGINNING BALANCE</th>
<th>INC/EXP</th>
<th>ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL ACCT</td>
<td>18,571.56</td>
<td>24,508.48</td>
<td>79,354.25</td>
</tr>
<tr>
<td>ATHLETIC CLUB ACCT</td>
<td>102,653.48</td>
<td>45,027.20</td>
<td>216,376.98</td>
</tr>
<tr>
<td>OTHER CLUB ACCT</td>
<td>89,664.53</td>
<td>13,664.21</td>
<td>216,376.98</td>
</tr>
<tr>
<td>YEARBOOK ACCT</td>
<td>90,519.24</td>
<td>11,373.70</td>
<td>16,608.95</td>
</tr>
<tr>
<td>TOTAL</td>
<td>18,571.56</td>
<td>24,508.48</td>
<td>308,481.75</td>
</tr>
</tbody>
</table>

### Year-to-Date Account Summary

**BEG BAL 7-01-18**

<table>
<thead>
<tr>
<th>Account</th>
<th>BEGINNING BALANCE</th>
<th>INC/EXP</th>
<th>ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL ACCT</td>
<td>18,482.99</td>
<td>238,723.50</td>
<td>238,723.50</td>
</tr>
<tr>
<td>TOTAL INC</td>
<td>4,852.39</td>
<td>876,647.45</td>
<td>901,499.84</td>
</tr>
<tr>
<td>TOTAL EXP</td>
<td>4,763.82</td>
<td>842,979.61</td>
<td>847,743.43</td>
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</tbody>
</table>

**END BAL 06-30-19**

<table>
<thead>
<tr>
<th>Account</th>
<th>BEGINNING BALANCE</th>
<th>INC/EXP</th>
<th>ENDING BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL ACCT</td>
<td>18,571.56</td>
<td>24,508.48</td>
<td>308,481.75</td>
</tr>
<tr>
<td>TOTAL INC</td>
<td>4,852.39</td>
<td>876,647.45</td>
<td>901,499.84</td>
</tr>
<tr>
<td>TOTAL EXP</td>
<td>4,763.82</td>
<td>842,979.61</td>
<td>847,743.43</td>
</tr>
</tbody>
</table>
TOTAL AMOUNT OF PURCHASE ORDERS ISSUED DURING THE QUARTER  

$ 510,963.52

LIST OF PURCHASE ORDERS IN EXCESS OF $5,000

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>LOC</th>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9437</td>
<td>BHMS</td>
<td>Medieval Times Dinner &amp; Tournament</td>
<td>7th Grade end of year field trip admission fee</td>
<td>$13,662.70</td>
</tr>
<tr>
<td>9440</td>
<td>BHMS</td>
<td>Maximum Impact Productions</td>
<td>8th Grade end of year field trip admission fee to Knott's Berry Farm</td>
<td>$14,365.00</td>
</tr>
<tr>
<td>1819-1195</td>
<td>MBMS</td>
<td>PMMNP</td>
<td>Deposit for DJ for 8th Grade dance</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>10060-2019</td>
<td>MVMS</td>
<td>Daves Sports</td>
<td>PE Clothes purchase</td>
<td>$17,289.80</td>
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Total Purchase Orders in excess of $5,000 $ 280,238.60
## POWAY UNIFIED SCHOOL DISTRICT
### STUDENT COUNCIL FINANCIAL REPORT
#### QUARTER ENDING 06-30-2019

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TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Janay Greenlee/Dawn Kale

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.3(m)

SUBJECT: APPROVAL OF RESOLUTION NO. 10-2020 ENTITLED "AUTHORIZATION TO PURCHASE FURNITURE THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) RFP NO. 14-15"

RECOMMENDATION:

Approve Resolution No. 10-2020, authorizing the purchase of furniture through the National Cooperative Purchasing Alliance (NCPA) RFP No. 14-15.

DISCUSSION/PROGRAM:

The National Cooperative Purchasing Alliance (NCPA) assists public agencies in increasing efficiencies and reducing costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining volume and enhancing purchasing power.

Region 14 Educational Service Center, an Educational Facility in the State of Texas, acting as lead agency on behalf of itself and all states, local governments, school districts, and higher education institutions, solicited bids. The Region 14 Education Service Center has approved the fourth year extension to the originally awarded contract. The new term is effective September 1, 2019, through August 31, 2020, and the awarded vendor, the Synnex Corporation.

With approval, the Purchasing Department will be able to purchase competitively bid computer charging carts for the 2019-2020 computer refresh program and with other funds budgeted for computer furniture prior to the contract expiration as the needs are identified during the school year. The District may also utilize the contract to purchase additional furniture and services during the extended term when it is in the best interest of the District to do so.

Resolution No. 10-2020 is attached.

LEGAL REFERENCE: Public Contract Code Section 20118

FISCAL IMPACT: Approximately $410,000 from various budgets available for this purpose

MOVED BY: ___________________________ SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___


Poway Unified School District

RESOLUTION NO. 10-2020

AUTHORIZATION TO PURCHASE FURNITURE THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) RFP NO. 14-15

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

WHEREAS, the Poway Unified School District may purchase under the same terms and conditions included in the contract awarded to National Cooperative Purchasing Alliance (NCPA) pursuant to Section 20118 and;

WHEREAS, the purchase amount of the needed computer systems and related equipment, will exceed the formal threshold of $92,600;

WHEREAS, the District will be able to utilize the NCPA Contract to purchase these items at a substantial savings;

WHEREAS, the above-mentioned lead agency’s governing body awards contracts that meet the agency’s formal requirements;

WHEREAS, this Board has determined it to be in the best interest of the District to purchase or contract for the above-stated items using the contract awarded by the aforementioned agency;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that Poway Unified School District may purchase computer systems and related equipment utilizing the above-mentioned contract. Purchase is hereby authorized and approved subject to all terms, conditions, and documents as specified in the contract documents.

PASSED AND ADOPTED by the Board of Education of the Poway Unified School District at Poway, California, on September 12, 2019, 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.

________________________________________
Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION
FROM: Ron Little
Staff Support: Janay Greenlee/Chad Koster

MEETING DATE: September 12, 2019
AGENDA ITEM: 5.3(n)

SUBJECT: APPROVAL OF RESOLUTION NO. 13-2020 ENTITLED "AUTHORIZATION TO PURCHASE TRACK SURFACE MATERIAL FOR WESTVIEW HIGH SCHOOL THROUGH THE CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT"

RECOMMENDATION:
Approve Resolution No. 13-2020 authorizing the purchase of track surface material for Westview High School through the California Multiple Award Schedule (CMAS) Contract.

DISCUSSION/PROGRAM:
Westview High School’s track surface is well worn and in need of replacement.

The California Multiple Award Schedule (CMAS) offers a wide variety of commodity, non-information technology services, and information technology products and services at prices assessed to be fair, reasonable and competitive. The use of these contracts is optional and is available to California State and Local Government agencies. The Board has approved the use of CMAS contracts in lieu of bidding when it is in the best interest of the District.

Although the installation of track surface is considered public work, which would otherwise be subject to competitive bidding, the installation portion of the work falls within the Department of General Services guidelines as “incidental” to the purchase of the track surface material; these guidelines are in conformity with law. The District would like to purchase surface material and installation from Beynon Sports using this contract. The product meets all athletic field safety requirements and district staff is trained on the maintenance of the product. In addition, the District’s experience with this company has encompassed excellent customer service and excellent product warranties.

With this authorization, product orders will be placed immediately and the project, anticipated to span less than sixty days, will be completed at a time that is least disruptive to the site’s use schedule.

Resolution 13-2020 is attached.

LEGAL REFERENCE: Public Contract Code 10290.1 and 10298

FISCAL IMPACT: $364,283 from the Deferred Maintenance - Fund 14

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENCE VOTE: AKINS ___
RESOLUTION NO. 13-2020

"AUTHORIZATION TO PURCHASE TRACK SURFACE MATERIAL FOR WESTVIEW HIGH SCHOOL THROUGH THE CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT"

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

WHEREAS, the State of California Department of General Services (DGS) awards contracts for the purchase of equipment, software, and services available for use by State of California agencies and any city, county, district, or other local governmental body or corporation empowered to expend public funds. Poway Unified School District may purchase under that contract at the same price and upon the same terms and conditions as the State of California and;

WHEREAS, Poway Unified School District may select any or all goods and services meeting its needs and specifications from the list of items available through the California Multiple Award Schedule (CMAS);

WHEREAS, the District wishes to be able to purchase through the CMAS contract according to the codes and regulations applied to CMAS purchases when it is in the District’s best financial interest to do so or, if necessary, the most expedient method to purchase supplies or equipment;

WHEREAS, the District wishes to be able to purchase track surface material for Westview High School through the CMAS Contract;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that The Board of Education approves the purchase of track surface material for Poway High School under the same terms and conditions of CMAS Contract;

PASSED AND ADOPTED by the Board of Education of the Poway Unified School District at Poway, California, on September 12, 2019, 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.

Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Carol Osborne  AGENDA ITEM: 5.4(a)
Staff Support: Kathleen Porter

SUBJECT: APPROVAL OF THE AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S CAREER TECHNICAL EDUCATION (CTE)

RECOMMENDATION:

Authorize the Superintendent, or designee, to sign the Participation Agreement with the San Diego County Office of Education for continued operation of Career Technical Education (CTE) during the 2019-20 school year.

DISCUSSION/PROGRAM:

The Career Technical Education (CTE) allocation provides funding for CTE courses, administrative services, an area service center, and guidance and counseling services. During the 2019-20 school year, the District plans to offer 151 different CTE courses and approximately 721 sections to serve more than 7,000 students.

The Poway Unified School District has contracted annually with the San Diego County Office of Education (SDCOE) to provide CTE, funded through the Regional Occupational Program (ROP). Beginning in the 2013-14 school year, state funding for the Regional Occupational Program was replaced with the Local Control Funding Formula (LCFF). SDCOE enacted a Regional Occupational Program Transitional Funding Plan, which will phase out its provision of CTE funding to districts over time and in alignment with districts’ increased allocations through the LCFF 9-12 CTE Grade Span Adjustment. In 2019-20, SDCOE has allocated $106,398 for Poway Unified School District in CTE funding for the operation of career technical education courses and services. This year is expected to be the final year of funding under this agreement. (The District’s total contribution toward CTE programs is planned to be $2,956,133.)

A copy of the agreement has been provided to the Board electronically and is available for review in the Superintendent’s Office.

LEGAL REFERENCE: California Education Code Sections 42238, 46160, 52301-52303, 52314, 52315, 52321, 52334, and 52335

FISCAL IMPACT: An additional $106,398 provided by SDCOE for PUSD's CTE Programs

MOVED BY: ___________________________  SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION  
FROM: Carol Osborne  
Staff Support: Barbara Scholl  

AGENDA ITEM: 5.4(b)  

SUBJECT: APPROVAL OF AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY FOR HEAD START SERVICES

RECOMMENDATION:

Approve the agreement with the Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO) to provide child development services to preschool students attending Head Start at Los Penasquitos, Pomerado, Sundance, and Valley elementary schools.

DISCUSSION/PROGRAM:

Poway Unified School District (PUSD) continues to work with CAPSLO for Head Start Services, to provide preschool programs for one hundred eleven (111) students at Los Penasquitos, Pomerado, Sundance, and Valley elementary schools. Annually, an agreement is generated for this partnership, which provides $469,040 funding for the program.

LEGAL REFERENCE: California Education Code Sections 8235-8237

FISCAL IMPACT: Grant Amount of $469,040 for the 2019-2020 School Year

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ Couvrette ___ O'Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
AGREEMENT FOR HEAD START SERVICES

This Agreement made this 24th day of July 2019 between:

Community Action Partnership of San Luis Obispo County, Inc., having a principal place of business at 1030 Southwood Drive, San Luis Obispo, CA 93401 (hereinafter referred to as “CAPSLO Head Start”);

Poway Unified School District (“PUSD”), a California educational institution, with its administrative offices located at 15250 Avenue of Science, San Diego, CA 92128 (hereinafter referred to as “Independent Contractor”).

RECITALS

WHEREAS, CAPSLO Head Start is contracted through the Federal Department of Health & Human Services to provide Head Start services, including comprehensive health, social services and child care services to children in communities located in northern San Diego County, this contract falls under Head Start Federal Contract No. 09CH010460/03;

WHEREAS, Independent Contractor and CAPSLO Head Start (collectively, the “Parties”) share a common vision to better the education, growth and development of children in the community, and wish to collaborate in a working relationship to provide education, child care, health and social services to children;

WHEREAS, CAPSLO Head Start wishes to offer comprehensive Head Start services for the care and welfare of a total of one hundred eleven (111) full-day children at the following sites, owned and operated by Independent Contractor:

- Pomerado Preschool  23 children (August 1, 2019 – May 31, 2020)
- Los Peñasquitos Preschool  20 children (August 1, 2019 – May 31, 2020)
- Sundance Preschool  24 children (August 1, 2019 – May 31, 2020)
- Valley Elementary Preschool   44 children (August 1, 2019 – April 30, 2020)

NOW THEREFORE, in furtherance of the overall goals of the parties, pursuant to the following terms and conditions agree to:

A. TERMS AND CONDITIONS

1. Term: The Term of this agreement shall be for a period of ten (10) months, commencing August 1, 2019, and ending June 30, 2020, the “Initial Term”, unless terminated earlier in accordance with the terms and provisions set forth in this agreement. This agreement shall be reviewed by both Parties annually, at the end of the Head Start Contract year March 31, 2020, to mutually determine appropriate adjustments, if any, to the terms and conditions pursuant to this agreement.
agreement. CAPSLO Head Start shall have the option to extend this agreement for up to one (1) additional twelve (12) month term (“Extension Term”). CAPSLO Head Start shall exercise this option by submitting written notice to the Independent Contractor not less than sixty (60) days prior to the expiration of the current term.

2. Early Termination: The Independent Contractor understands and accepts that the Head Start program is a program of CAPSLO Head Start, a nonprofit community-based organization which is funded by federal funds, which may be terminated at any time. Therefore, CAPSLO Head Start may terminate this agreement upon thirty (30) days prior written notice to the Independent Contractor if (a) the funding of CAPSLO Head Start program has been altered, making the continued use of the site impractical or not feasible; or if (b) CAPSLO Head Start has been directed by HHS, its funding source or governing bodies to alter its operations making the use of the site impractical or not feasible.

3. Consideration: During the term of this agreement, CAPSLO Head Start agrees to pay the Independent Contractor, without deduction or offset, a monthly fee of Four Hundred Forty Dollars ($440.00) per enrolled child for a total enrollment not to exceed one hundred eleven (111) children. The period of service will be from August 2019 through June 2020.

   a. Payment Date: Attendance and invoices should come no later than ten (10) days after the month that services are rendered. Payment from CAPSLO Head Start will be provided to Independent Contractor thirty (30) days after invoices are received.

   b. Billing for children that are scheduled to attend for less than 100% of the month should be pro-rated by dividing $440.00 by 20 average days in the month, arriving at a daily rate rounded to $22.00 per child per day.

   c. Billing should not exceed the scheduled days per student calendars for the sites where Head Start Children will be served during the time frame August 1, 2019 through June 30, 2020.

   d. Invoices should be directed to CAPSLO, at 1030 Southwood Drive, San Luis Obispo, California 93401. Attention: Accounts Payable

B. RESPONSIBILITIES OF CAPSLO HEAD START

1. CAPSLO Head Start shall provide the Independent Contractor with enrollment packets that include parental confidentiality statements indicating CAPSLO Head Start’s written permission to share its information pertaining to program enrollment eligibility with the Independent Contractor.
2. CAPSLO Head Start shall provide copies of the Head Start Performance Standards to Independent Contractor. CAPSLO Head Start will provide training opportunities to Independent Contractor staff to acquire knowledge related to the implementation of the Head Start Performance Standards.

3. CAPSLO Head Start shall provide the social and supportive services necessary to maintain compliance with the Head Start Performance Standards that includes enrollment, referrals to community partners, and case management services.

4. CAPSLO Head Start will provide a Family Service Advocate to provide health and social services to one hundred eleven (111) children and families at the following locations:

   Pomerado Preschool
   Los Peñasquitos Preschool
   Sundance Preschool
   Valley Elementary Preschool

5. CAPSLO Head Start will require that all Head Start Children receive a physical examination from their primary care physician providing the following screenings: Hematocrit or Hemoglobin, hearing, vision, lead, blood pressure, TB, and dental examination. CAPSLO Head Start will within the first forty-five (45) days of class operation conduct health, dental and vision screenings of all children that will identify any developmental, behavioral, language, social, cognitive, perceptual, and emotional concerns. Independent Contractor will conduct Desired Results Developmental Profile – Revised (DRDP-R) and Ages & Stages Questionnaire (ASQ). CAPSLO Head Start agrees to notify the child’s parent/guardian and Independent Contractor when an observable known or suspected health or emotional problem and arrange for further testing by a licensed professional for follow-up.

6. CAPSLO Head Start will within the first ninety (90) days of class operation determine each child’s health status to ensure that children have an ongoing source of continuous accessible health care.

7. CAPSLO Head Start shall offer each parent the opportunity to participate in the Family Partnership Agreement process for the purpose of establishing family goals, responsibilities, timetables, and strategies for achieving these goals as well as progress in achieving them.

C. RESPONSIBILITIES OF INDEPENDENT CONTRACTOR

1. Independent Contractor agrees to obtain all required regulatory certificates necessary for the operation of Head Start Services at the Site’ and to furnish CAPSLO Head Start with the required documentation. In addition, the Independent Contractor will maintain each site according to California licensing
standards, specifically, exterior gates must be secured and monitored at all times with zoning and active supervision of child taking place at all times when children are present.

2. Independent Contractor shall utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates amongst children. This approach should also be inclusive of children with disabilities.

3. CAPSLO shall provide support for the education curricula, required to meet the specified requirements of the Head Start Program Standards through participation in periodic meetings and trainings that include staff from CAPSLO Head Start and Independent Contractor.

4. Independent Contractor has been allocated one hundred eleven (111) funded Head Start slots for the term of this agreement. This number represents full enrollment and establishes the number of Head Start children that Independent Contractor is designated to serve pursuant to this agreement. The provisions regarding enrollment and attendance in Head Start including meeting and maintaining full enrollment, as defined in 45 CFR Part 1305.7(b) are incorporated herein by reference and shall be implemented and maintained by Independent Contractor during the period of this agreement. Together, Independent Contractor and CAPSLO must insure that the Independent Contractor sites have full enrollment on the first day and throughout the Head Start school year. Independent Contractor understands that the minimum days of operating with “children in attendance” are 128 days as per Head Start Standards.

5. Independent Contractor agrees that when it is determined that an enrollment vacancy will exist, no more than thirty (30) calendar days will elapse before the vacancy is filled.

6. Independent Contractor will maintain each classroom to meet the targeted enrollment numbers as designated in this contract and PUSD will ensure and maintain full enrollment.

7. The Independent Contractor will provide education services to the participants of the Head Start Program by offering a minimum of one hundred twenty-eight (128) days of class operation during August 1, 2019 to March 31, 2020. Number of days for subsequent years will be determined by Independent Contractor in accordance with the Head Start Performance Standards.

8. Independent Contractor agrees to hold two (2) parent teacher conferences annually for each child with the goal of enhancing the parent’s role as the primary educator of their children.
9. Independent Contractor agrees to conduct the DRDP® educational assessment and ASQ developmental screening on enrolled children three (3) times during the school year and completed Child Outcomes data as required. In addition, the Independent Contractor will allow CAPSLO to conduct CLASS reviews two times a year and provide additional CLASS training should scores fall to a lever of concern.

10. Independent Contractor shall recruit, select and employ the classroom teachers and aides and shall also recruit, select and maintain an adequate number of volunteers to provide assistance in the Head Start classroom. Additionally, all classes must have at least one (1) paid teacher and one (1) paid teacher aide during the hours of classroom operation. Independent Contractor must meet the Head Start educational and staff ratio requirements.

11. Independent Contractor will serve no less than 90% of children and families in accordance with the current eligibility guidelines of the Administration of Children, Youth, and Families/Department of Health and Human Services. Independent Contractor will follow the Head Start Program Performance Standards 45-CFR-1305 that allows up to 10% of Head Start children enrolled to be above the low-income guidelines who meet the criteria the program has established for selection of such children who would benefit from Head Start services. Independent Contractor will contact the CAPSLO Family Partnership Coordinator for approval prior to enrolling a Head Start Child who is over the income guidelines.

12. Independent Contractor will follow the Head Start Program Performance Standard 45-CFR-1305.8 for monitoring the Average Daily Attendance (ADA). When the monthly ADA rate in all program options falls below 85% of the enrollment, the Independent Contractor will notify the CAPSLO Family Partnership Coordinator immediately, as well as analyze the causes of absenteeism and take appropriate action as prescribed in 45-CFR-1305.8, Attendance, paragraphs (a), (b), and (c). Independent Contractor will submit an analysis when the monthly ADA falls below 85%. The Child-Plus Software will be used to track Head Start attendance. CAPSLO Head Start staff will provide Independent Contractor with attendance sheets on a weekly basis.

13. Independent Contractor shall make available as least ten percent (10%) of the total number of funded slots for children with disabilities who meet the definition for children with disabilities in 45-CFR-1305 as defined by Congressional legislation. Independent Contractor shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities (45-CFR-1308).

14. Independent Contractor will within the first forty-five (45) days conduct screenings of all children that will identify any developmental, behavioral, language, social, cognitive, perceptual, and emotional concerns. Independent Contractor agrees to notify the child’s parent/guardian and CAPSLO Health coordinator when an
observable known or suspected health or developmental problem occurs and arrange for further testing by a licensed professional.

15. Independent Contractor agrees to offer each parent participation in the Family Partnership Agreement process for the purpose of establishing family goals, responsibilities, timetables, and strategies for achieving these goals as well as progress in achieving them. The completion of the Family Partnership Agreement will be done by CAPSLO Head Start staff.

16. Independent Contractor agrees to provide CAPSLO Head Start staff access to classrooms to provide supportive and social services, in addition to program monitoring. This includes space for a desk, chair, telephone, computer, and a filing cabinet.

17. The Independent Contractor shall use its best efforts to promote participation in the Head Start Program to the parents of Independent Contractor Partnership Schools with pre-school age children between the ages of three and five years old.

18. Independent Contractor shall provide meals and/or snacks for twenty-four (24) Head Start children in accordance with the Child and Adult Care Food Program (CACFP). The snacks and lunches must meet the State of California Department of Education CACFP and menu planning guide. The provider agrees to process claims directly with the California Department of Education CACFP program.

D. RESPONSIBILITIES OF THE PARTIES COLLECTIVELY

1. The Parties shall work together toward the mutual goal of increasing the growth and development of pre-school age youth and their families through communication between Independent Contractor teaching staff and the CAPSLO Head Start staff. The parties will participate in mandated parent/staff trainings and monthly meetings.

2. The Parties shall be responsible to ensure that prior to their individual performance of this agreement, the Parties' employees, contractors and/or agents assigned to work at the Site are fingerprinted at a California State recognized facility for fingerprint clearance. The Parties agree not to place at the site any of its employees, contractors or agents who have a conviction of a serious or violent felony, as defined by Education Code Section 44830.1, or sex offense as defined in Education Code Section 44010, or controlled substance offense as defined by Education Code Section 44011. Upon request by either Party to the other, evidence of its compliance with this Section shall be provided in a commercially reasonable timeframe.

3. The Parties agree that the health, safety, and security of children are of the utmost importance. From time to time, additional policies and procedures may
be implemented by CAPSLO Head Start regarding the health and safety of children, i.e., a change in staff to child ratios, additional head counts, etc. and as a result, the parties agree to work collaboratively on the feasibility regarding implementation of said policies and procedures.

4. CAPSLO Head Start shall appoint its’ Program Manager and Independent Contractor shall appoint the Director of Early Childhood Development and Education to meet quarterly to confer on student progress, childcare issues, and health and social services issues arising in the Program.

5. The Parties agree to jointly develop and prepare annually an evaluation of the developmental progress toward school readiness, health, and safety of the children who participate in the Independent Contractor Partnership Head Start Program.

6. Independent Contractor and CAPSLO Head Start will collaborate to work with the administrative staff and teachers regarding professional development and instructional strategies, as appropriate.

7. Independent Contractor and CAPSLO Head Start will work collaboratively to ensure a smooth transition from pre-school to kindergarten.

E INSURANCE AND INDEMNIFICATION

1. Independent Contractor shall, at its sole cost and expense, purchase and keep enforced during the Term of this agreement, liability insurance for personal injury and workers’ compensation, with the combined single limit coverage of one million dollars ($1,000,000). All such insurance shall ensure the performance by Independent Contractor of the indemnity provisions of this agreement as set forth below. CAPSLO shall be named as an additional insured on the policy. Copies of the policies shall be provided to CAPSLO covering the term of this agreement. Independent Contractor shall provide to CAPSLO written notice of cancellation of insurance or changes in the policies no late than thirty (30) days after such event. Independent Contractor agrees if it does not keep such insurance in full force and effect, CAPSLO may obtain the necessary insurance pay the premium, and reimbursement shall be deemed to be payable to CAPSLO by the Independent Contractor. It is understood and accepted that Independent Contractor intends to satisfy the requirements of this section through a program of self-insurance.

2. The Independent Contractor shall, at its sole cost and expense, maintain a policy of commercial general liability insurance on the site throughout the term of this agreement in an amount and with coverage determined by the Independent Contractor, but in any event not less than three million dollars ($3,000,000), insuring the Independent Contractor against liability arising out of ownership, use or occupancy of the site. The Independent Contractor shall also maintain policies of insurance covering loss of or damage to the site in the full amount of
its replacement value. Such policy shall contain an Inflation Guard Endorsement and shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage and any other perils which the Independent Contractor deems reasonably necessary. The Independent Contractor shall have the right to obtain flood and earthquake insurance if required by the lenders holding a security interest in the site. The Independent Contractor shall not obtain insurance for CAPSLO fixtures or equipment or building improvements installed by CAPSLO in or upon the site. It is understood and accepted that Independent Contractor intends to satisfy the requirements of this section through a program of self-insurance.

F. INDEMNIFICATION

1. Each party assumes liability for, and shall indemnify, defend, protect, save and hold the other harmless from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, damages and expenses (including reasonable legal fees and expenses) of whatever kind and nature arising out of any breach by such part of any of its warranties, representations, covenants or obligations made pursuant to this contract which are sustained by a court of competent jurisdiction.

2. To seek or receive indemnification hereunder:

   a. The party seeking indemnification must have promptly notified the other of any claim or litigation of which it is aware to which the indemnification relates; and

   b. The party seeking indemnification must have afforded the other the opportunity to approve any compromise, settlement, litigation, or other resolution or disposition of such claim of litigation; provided, that if such other party fails to approve any such compromise, settlement, litigation or other resolution or disposition of such claim or litigation, such other party shall be obligated to defend any such claim or litigation for the benefit of the party seeking indemnification.

G. ASSURANCES

1. The Parties mutually assure and certify to each other that they shall comply with the regulations, policies, guidelines, and requirements, including OMB Circulars NO. A-87, A-102, A-122 and E.O. 12372 as they relate to the application, acceptance, and use of federal funds for this federally assisted project. Additionally, to the extent applicable, the Parties assure and certify to each other that:
a. Upon execution, the Parties shall furnish to each other copies of the insurance policies described herein, and shall provide thereafter, on an annual basis, certificates of insurance, indicating renewals of coverage.

b. They shall comply with the regulations, policies, guidelines, and requirements, including OMB Circulars NO. A-95, A-10, and A-87 part 74.4, as they relate to the application, acceptance, and use of federal funds for this federally assisted project. Additionally, the Independent Contractor assures and certifies to CAPSLO that it possesses legal authority to enter into this agreement.


d. Any contractor and subcontractor hired by either party pursuant to this agreement, if any, shall fully comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other Federal and State laws and regulation hereinafter enacted.

e. They shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States”).

f. They shall comply with the provisions of the Hatch Act, which limits the political activity of the employees.

g. They shall establish safeguards to prohibit employees form using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

H. DEFAULT AND REMEDIES OF THE PARTIES

1. Default: The occurrence of any of the following shall constitute a default under this agreement:

a. Failure by CAPSLO to make any payment of consideration or any other payment determined to be made by CAPSLO when due, if such failure continues for a period of thirty (30) days after providing written notice to CAPSLO.

b. Failure or refusal of the Parties to perform a required non-monetary
covenant or condition under this agreement that is deemed to be substantive and material, if and only if, the failure to perform is not cured within thirty (30) days after the provision of written notice to the party that has failed or refused to perform.

2. **Remedies:** If Independent Contractor fails to perform any of its duties or obligations within the applicable 30 day correction period, CAPSLO may at its option:
   
a. Terminate Independent Contractor right to operate a Head Start Program at the site and this agreement shall terminate. In such event, the Independent Contractor shall be entitled to recover from CAPSLO:
   
   (i) The unpaid consideration earned at the time of the termination.
   
   (ii) Any other amount necessary to compensate CAPSLO due to the Independent Contractor failure to perform its obligations under the agreement including but not limited to the cost of relocating the site, and reasonable attorney fees.

b. Continue the agreement and CAPSLO’s right to recover the consideration as it becomes due.

c. Pursue any other remedy not or hereinafter available under the laws of California.

d. The Parties agree that any dispute that may arise will be resolved by arbitration with jurisdiction being restricted to San Diego County.

I. **GENERAL INFORMATION**

1. **Site Manager:** During the term of this agreement, the Independent Contractor shall correspond with the CAPSLO Head Start Program Manager regarding:
   
a. the format of any final reports and deliverables; and

b. the adequacy of the services provide by the Independent Contractor.

c. All other reports and documentation required of the Independent Contractor shall be delivered to CAPSLO Head Start’s Program Manager.

2. **Parking:** CAPSLO and its agents, employees, guests and invitees shall have for its use and benefit the non-exclusive right in common with the Independent
Contractor and other tenants, their respective agents, employees, guests, invitees the use of non-reserved common automobile parking areas, driveways and footways. CAPSLO’s use of the parking area shall be subject to such reasonable and uniformly enforced rules as the Independent Contractor may, it is reasonable discretion, adopt from time to time with respect to the parking area.

3. **Certificates, Licenses, and Permits:** The Parties shall obtain at their own cost and expense all necessary certificates, permits, and approvals from all applicable governmental and administrative authorities required in connection with the performance of this agreement, and the Parties shall give all notices required by any applicable federal, state, or local law, rule, or regulation. The Parties shall at their own cost and expense pay all filing fees and other fees and charges due or required to be paid in connection with obtaining such certificates, permits, and approvals.

4. **Independent Contractor Status: No Agency Relationship:** This agreement calls for the collective performance of Services by CAPSLO and the Independent Contractor as independent contractors. Neither party nor their respective employees shall be considered an employee of the other and shall receive no benefits other than those provided by their employees.

5. **Force Majeure:** The obligation of any Party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure conditions(s).

6. **Non-exclusivity:** The Independent Contractor acknowledges and agrees that this agreement does not grant the Independent Contractor the exclusive right or privilege to provide CAPSLO with any or all of the services that are the subject of this agreement. CAPSLO expressly reserves the right to contract with other parties to obtain similar or identical services.

7. **Publicity:** The Parties acknowledge and agree that they shall not publish or use each other’s name in any advertising, sales, promotional or other publicity materials without the prior written consent of the other Party.

8. **Governing Law:** This agreement shall be governed by and constructed in accordance with the internal laws of the State of California applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof.

9. **Attorney’s Fees:** If legal action, including arbitration or action for declaratory relief, is brought by either Party to interpret or enforce any provisions of this agreement, the prevailing Party shall be entitled to an award of reasonable
attorney’s fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.

10. Modifications and Amendments: No amendment or modification of this agreement shall be valid or binding unless made in writing and signed on behalf of each Party by a duly authorized representative.

11. Rules and Regulations: Independent Contractor agrees that it will abide by, keep, and observe all reasonable rules and regulations which CAPSLO may make from time to time for the management, health, and safety of children participating in the Head Start program. The violation of any such rules and regulations shall be deemed a material breach of this agreement by CAPSLO.

12. Severability: In the event any one or more of the provisions contained in this agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and or itself affect the validity of such provision in any other jurisdiction), and the balance of this agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

13. Assignment: The Independent Contractor may not assign this agreement or any of its rights or obligations hereunder without the prior written consent of CAPSLO. Any attempt by the Independent Contractor to assign any of its rights or obligations under this agreement is a violation of this section. Subject to the foregoing, this agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14. Headings: All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this agreement.

15. Notices: Any notice required by this agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid.

To CAPSLO addressed:  with copies to:  
Head Start Program Director  Head Start Program Manager  
Community Action Partnership  CAPSLO San Diego Head Start  
of San Luis Obispo County, Inc.  13029 Danielson Street  
1030 Southwood Drive  San Diego, California 92064  
San Luis Obispo, California 93401  
16. Entire Agreement: This agreement represents the sole and entire agreement between the Independent Contractor and CAPSLO, and supersedes all prior negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their names and on behalf by the duly authorized representatives, effective the date first above written.

Poway Unified School District

By ___________________________
Dr. Marian Kim Phelps, Superintendent

Community Action Partnership of San Luis Obispo County, Inc.

By ___________________________
Elizabeth “Biz” Steinberg,
Chief Executive Officer

Date: __________________________

Poway Unified School District

Community Action Partnership of San Luis Obispo County, Inc.

By ___________________________
Dr. Marian Kim Phelps, Superintendent

Community Action Partnership of San Luis Obispo County, Inc.

By ___________________________
Elizabeth “Biz” Steinberg,
Chief Executive Officer

Date: __________________________

Tax ID#: 95-6002452

cc: Laura Attard, PUSD, Early Childhood Development and Education

Joan Limov, CAPSLO Chief Financial Officer CAP

SLO Head Start Director
TO: BOARD OF EDUCATION  

FROM: Carol Osborne  
Staff Support: Todd Cassen  

AGENDA ITEM: 5.4(c)  

MEETING DATE: September 12, 2019  

SUBJECT: APPROVAL OF THE BUDESGYMNASIUM AND BUDESREALGYMNASIUM MÖDLING-KEIMGASSE, STUDENT VISIT FROM AUSTRIA  

RECOMMENDATION:  

Approve three (3) teachers and twenty-four (24) students from Mödling, Austria to visit Del Norte High School from September 21, 2019, to October 5, 2019.  

DISCUSSION/PROGRAM:  

Del Norte High School families will host students and teachers visiting from Mödling, Austria. The visiting students will shadow their host student for eight (8) of the ten (10) school days planned for their visit. In addition, the teachers from both schools and their host families will organize tours to local San Diego sites. The interaction of students from different cultures and countries enhances the learning experience for students from both schools.  

The Bundesgymnasium and Bundesrealgymnasium Mödling-Keimgasse comprise a general education secondary school, which provides a wide range of knowledge and skills in a program that spans eight years. Keimgasse School understands that education is related to personal growth. Students at Keimgasse School have found that participating in excursions to schools in other countries is the optimal setting for language study in addition to experiencing diverse cultures and enjoying the local community.  

LEGAL REFERENCE: N/A  

FISCAL IMPACT: N/A  

MOVED BY: _________________________  SECONDED BY: _________________________  

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

FROM: Carol Osborne
Staff Support: Todd Cassen, James Dayhoff, Christine Cloutier

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.4(d)

SUBJECT: APPROVAL OF REVISED CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICIES 5000 AND 6000 SERIES

RECOMMENDATION:

Approve the revisions as recommended by the California School Board Association (CSBA) to Board Policies 5000 and 6000 Series.

DISCUSSION/PROGRAM:

At the April 19, 2018, Board Meeting, the Board approved the California School Board Association (CSBA) Policies 6000 Series. At the May 10, 2018, Board Meeting, the Board approved the California School Board Association (CSBA) Policies 5000-5148.3 Series.

Revisions to these Policies Series have been recommended by the California School Board Association (CSBA). These recommended revisions reflect new education laws to the following policies and are being presented tonight with changes indicated for approval by the Board:

5123  Promotion/Acceleration/Retention
5136  Gangs
6145.6 International Exchange
6174  Education for English Language Learners
6179  Supplemental Instruction

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

LEGAL REFERENCE: Refer to Board Policies 5123, 5136, 6145.6, 6174, and 6179

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O'CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

MEETING DATE: September 12, 2019

AGENDA ITEM: 5.7(a)

Staff Support:

SUBJECT: ACCEPTANCE OF GIFT(S)

RECOMMENDATION:

Accept gift(s), and Superintendent write a letter of appreciation to the donor(s).

DISCUSSION/PROGRAM:

<table>
<thead>
<tr>
<th>GIFT</th>
<th>DONOR</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>$79,000</td>
<td>Oak Valley Falcon Foundation</td>
<td>Oak Valley Middle School</td>
</tr>
<tr>
<td>$500.00</td>
<td>Rodriguez Family</td>
<td>Bernardo Heights Middle School</td>
</tr>
<tr>
<td>$1,000.00</td>
<td>Aufmann Family</td>
<td>Westview Foundation – Peer Counseling</td>
</tr>
<tr>
<td>$1,000.00</td>
<td>Aufmann Family</td>
<td>Westview Foundation – School Maintenance</td>
</tr>
<tr>
<td>$1,500.00</td>
<td>Aufmann Family</td>
<td>Westview Foundation – School Needs</td>
</tr>
<tr>
<td>$10,000.00</td>
<td>OtterCares Foundation</td>
<td>Pomerado Elementary School</td>
</tr>
</tbody>
</table>

LEGAL REFERENCE: California Education Code Section 41032

FISCAL IMPACT: As Listed

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION
FROM: James Jimenez

AGENDA ITEM: 6.1

Staff Support:

SUBJECT: RATIFICATION OF THE POWAY FEDERATION OF TEACHERS (PFT) - TENTATIVE AGREEMENT 2018-19 AND 2019-20

RECOMMENDATION:

Approve the Tentative Agreement between Poway Unified School District and the Poway Federation of Teachers for the 2018-2019 and 2019-2020 school years.

DISCUSSION/PROGRAM:

On September 3, 2019, and September 4, 2019, members of the Poway Federation of Teachers (PFT) ratified the Tentative Agreement between PFT and the Poway Unified School District. The parties have continued to use the Interest Based Problem Solving (IBPS) process to collaboratively reach an agreement. This ratification includes a 0.5% retroactive, ongoing salary increase effective July 1, 2018, on all teacher salary schedules including Adult Ed., ROP, CTE, and Preschool, and Speech and Language Pathologists on Certificated Salary Schedule I. The agreement also includes a 1% ongoing salary increase effective July 1, 2019, and a 1.5% ongoing salary increase effective January 1, 2020, on all teacher salary schedules including Adult Ed., ROP, CTE, and Preschool.

Addition of a newly agreed upon and separate Speech and Language Pathologist (SLP) salary schedule effective July 2019. The SLP salary schedule enables the District to effectively recruit and retain highly qualified SLPs and to reduce expenditures for credentialed agency services.

In addition to the salary increases, an ongoing reduction of one work day beginning in the 2019-2020 school year from 188 days to 187 days with no change in salary and beginning in the 2020-2021 school year from 187 days to 186 days with no change in salary.

This agreement concludes negotiations for the 2018-2019 and 2019-2020 school years. The parties commit to use the IBPS process as outlined in the PFT contract to conduct negotiations for a successor agreement. A copy of the Tentative Agreement and the Disclosure forms in accordance with AB1200 are attached.

LEGAL REFERENCE: California Government Code Section 3547 et seq.

FISCAL IMPACT: See attached AB1200 for fiscal implications.

MOVED BY: ____________________________ SECONDED BY: ____________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
Tentative Settlement Agreement
Poway Federation of Teachers and Poway Unified School District
2018-19 and 2019-20

The Poway Federation of Teachers and the Poway Unified School District have tentatively agreed to a settlement covering the 2018-19 and 2019-20 school years as detailed below:

1. .5% retroactive, ongoing salary increase effective July 1, 2018 on all teacher salary schedules including Adult Ed., ROP, CTE, and Preschool, and Speech and Language Pathologists on Certificated Salary Schedule I.

2. 1% ongoing salary increase effective July 1, 2019 on all teacher salary schedules including Adult Ed., ROP, CTE, and Preschool. The new Speech and Language Pathologist (SLP) Salary Schedule described in item 4 is not subject to this increase.

3. 1.5% ongoing salary increase effective January 1, 2020 on all teacher salary schedules including Adult Ed., ROP, CTE, and Preschool. The new Speech and Language Pathologist (SLP) Salary Schedule described in item 4 is not subject to this increase.

4. Addition of a newly agreed upon and separate Speech and Language Pathologist (SLP) Salary Schedule beginning July 1, 2019 (Attachment 1). This new SLP Salary Schedule is not subject to the salary increases indicated in items 2-3 above.

5. Ongoing reduction of one work day (the FLEX TIME professional growth day) beginning in the 2019-20 school year (from 188 days to 187 days) with no change in salary.

6. Ongoing reduction of one work day (the August professional growth day) beginning in the 2020-21 school year (from 187 days to 186 days) with no change in salary.

7. PFT cell enhancement of $14,166.94 for the 2019 Health and Welfare out-of-pocket expenses for dependent coverage.

8. PFT/PUSD IBPS Team agrees to jointly explore alternative Health and Welfare models beginning in the fall of 2019.

9. PFT/PUSD IBPS Team further agrees to the following:
   - Salary Placement of PUSD Preschool Unit Members That are Hired into the TK-12 Setting MOU
   - Renewal of PUSD Elementary Level Resource Specialist Teachers MOU
   - Oak Valley Middle School (OVMS) Specialized Academic Instruction (SAI) Voluntary Pilot for 2019-20 MOU
   - No increases nor reductions in class size for 2019-20

10. This agreement concludes negotiations for the 2018-19 and 2019-20 school years with a contract expiration of June 30, 2020. The parties commit to be trained and continue to use the IBPS process as outlined in the PFT Contract, Section II, Duration of Agreement with a goal to begin using IBPS immediately following the Governor’s proposed budget in January 2020 for a 2020-21 successor agreement.

For the Federation  
Signature  
Date  

For the District  
Signature  
Date
## Disclosure of Collective Bargaining Agreement

In accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

**POWAY UNIFIED SCHOOL DISTRICT**

Name of Bargaining Unit: **Poway Federation of Teachers**
Certificated: X  Classified: 

The proposed agreement covers the period:
Beginning: **7/1/2018**  
Ending: **6/30/2020**

This agreement will be acted upon by the Governing Board at its meeting on: **September 12, 2019**

### A. Proposed Change in Compensation

<table>
<thead>
<tr>
<th>Compensation</th>
<th>Cost Prior to Proposed Agreement</th>
<th>Fiscal Impact of Proposed Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a) $</td>
<td>(b) 2016-2019</td>
</tr>
<tr>
<td>1. Step &amp; Column - Increase (Decrease) due to movement plus any changes due to COLA</td>
<td>$140,504,036.45</td>
<td>0.00%</td>
</tr>
<tr>
<td>2. Salary Schedule - Increase (Decrease)</td>
<td>$140,504,036.45 $702,520.18</td>
<td>0.50%</td>
</tr>
<tr>
<td>3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.</td>
<td>$140,504,036.45</td>
<td>0.00%</td>
</tr>
<tr>
<td>4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.</td>
<td>$28,268,106.26 $141,340.53</td>
<td>0.50%</td>
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<tr>
<td>5. Health/Welfare Benefits - Increase (Decrease)</td>
<td>$21,503,496.05</td>
<td>0.00%</td>
</tr>
<tr>
<td>6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)</td>
<td>$190,275,638.76 $843,860.71</td>
<td>$1,696,160.03</td>
</tr>
</tbody>
</table>

### 7. Total Number of Represented Employees

### 8. Total Compensation Cost for Average Employee - Increase (Decrease)

**Impact on other Funds:**
Estimated total cost for other funds - **$62,529**

**Revised:** 06/06
A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

A 0.5% retroactive, ongoing salary increase effective July 1, 2018, on all teacher salary schedules. A 1% ongoing salary increase effective July 1, 2019 on all teacher salary schedules. A 1.5% ongoing salary increase effective January 1, 2020 on all teacher salary schedules.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

In 2019-2020 reduction of one work day (professional growth day) from 188 to 187 days with no change in salary. In 2020-2021 reduction of one work day (professional growth day) from 187 to 186 days with no change in salary.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None
D. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None

E. **Source of Funding for Proposed Agreement**

1. Current Year

   General Fund resources

2. How will the ongoing cost of the proposed agreement be funded in future years?

   General Fund resources

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

   N/A
F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)</td>
<td>408,800,308</td>
</tr>
<tr>
<td>b. State Standard Minimum Reserve Percentage for this District</td>
<td>2.00%</td>
</tr>
<tr>
<td>c. Projected P-2 ADA</td>
<td>35,532.00</td>
</tr>
<tr>
<td>d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)</td>
<td>$8,176,006</td>
</tr>
</tbody>
</table>

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties</td>
<td>$8,176,006</td>
</tr>
<tr>
<td>b. General Fund Budgeted Unrestricted Unappropriated Amount</td>
<td>39,665,240</td>
</tr>
<tr>
<td>c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties</td>
<td>$0</td>
</tr>
<tr>
<td>d. Special Reserve Fund 17-Budgeted Unappropriated Amount</td>
<td>$870,000</td>
</tr>
<tr>
<td>e. Total District Budgeted Unrestricted Reserves</td>
<td>$48,711,246</td>
</tr>
</tbody>
</table>

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes X No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

[Signatures]

District Superintendent
(Signature)

3-27-19
Date

Chief Business Official
(Signature)

08-27-19
Date

Contact Person: Ron Little
Telephone No.: 858 521-2778

Revised: 06/06
**H. Impact of Proposed Agreement on Current Year Operating Budget**

Date of governing board approval of budget revisions in Col. 2:
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district’s financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

<table>
<thead>
<tr>
<th></th>
<th>(Col. 1) Latest Board-Approved Budget Before Settlement as of (8/8/19)</th>
<th>(Col. 2) Adjustments as a Result of Settlement</th>
<th>(Col. 3) Other Revisions</th>
<th>(Col. 4) Total Impact on Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCFF Sources (8010-8099)</td>
<td>324,779,697</td>
<td></td>
<td></td>
<td>324,779,697</td>
</tr>
<tr>
<td>Remaining Revenues (8100-8799)</td>
<td>72,818,162</td>
<td></td>
<td></td>
<td>72,818,162</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>397,597,860</td>
<td>0</td>
<td></td>
<td>397,597,860</td>
</tr>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Certificated Salaries</td>
<td>172,750,116</td>
<td>3,173,635</td>
<td></td>
<td>175,923,751</td>
</tr>
<tr>
<td>2000 Classified Salaries</td>
<td>64,608,949</td>
<td></td>
<td></td>
<td>64,608,949</td>
</tr>
<tr>
<td>3000 Employee Benefits</td>
<td>115,750,943</td>
<td>638,506</td>
<td></td>
<td>116,389,449</td>
</tr>
<tr>
<td>4000 Books and Supplies</td>
<td>16,696,388</td>
<td></td>
<td></td>
<td>16,696,388</td>
</tr>
<tr>
<td>5000 Services and Operating Expenses</td>
<td>32,450,959</td>
<td></td>
<td></td>
<td>32,450,959</td>
</tr>
<tr>
<td>6000 Capital Outlay</td>
<td>1,407,456</td>
<td></td>
<td></td>
<td>1,407,456</td>
</tr>
<tr>
<td>7000 Other</td>
<td>3,144,523</td>
<td></td>
<td></td>
<td>3,144,523</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>406,809,334</td>
<td>3,812,141</td>
<td>0</td>
<td>410,621,474</td>
</tr>
<tr>
<td><strong>OPERATING SURPLUS (DEFICIT)</strong></td>
<td>(9,211,474)</td>
<td>(3,812,141)</td>
<td>0</td>
<td>(13,023,615)</td>
</tr>
<tr>
<td><strong>OTHER SOURCES AND TRANSFERS IN</strong></td>
<td>4,269,686</td>
<td></td>
<td></td>
<td>4,269,686</td>
</tr>
<tr>
<td><strong>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</strong></td>
<td>(6,932,762)</td>
<td>(3,812,141)</td>
<td>0</td>
<td>(10,744,903)</td>
</tr>
<tr>
<td><strong>BEGINNING BALANCE</strong></td>
<td>60,068,066</td>
<td></td>
<td></td>
<td>60,068,066</td>
</tr>
<tr>
<td><strong>CURRENT YEAR-ENDING BALANCE</strong></td>
<td>53,133,303</td>
<td>(3,812,141)</td>
<td>0</td>
<td>49,321,162</td>
</tr>
<tr>
<td><strong>COMPONENTS OF ENDING BALANCE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonspendable (9711-9719)</td>
<td>824,930</td>
<td></td>
<td></td>
<td>824,930</td>
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<tr>
<td>Restricted (9740)</td>
<td>7,374,384</td>
<td></td>
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<td>7,374,384</td>
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<tr>
<td>Committed (9750/9760)</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>Assigned (9780)</td>
<td>5,268,750</td>
<td></td>
<td></td>
<td>5,268,750</td>
</tr>
<tr>
<td>Reserve Economic Uncertainties (9789)</td>
<td>39,665,240</td>
<td>(3,812,141)</td>
<td>0</td>
<td>35,853,099</td>
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<tr>
<td>Unassigned/Unappropriated (9790)</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Revised: 07/2011
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: James Jimenez  AGENDA ITEM: ________ 6.2

Staff Support:

SUBJECT: APPROVAL OF CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) BOARD POLICY 4119.24, 4219.24, 4319.24 - FIRST READING

RECOMMENDATION:

Approval of CSBA Board Policies 4000 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 July of 2019, a new policy was added by the California School Board Association (CSBA).

Board Policy 4119.24, 4219.24, 4319.24 has been reviewed by staff and is being presented to the Board tonight as a first reading.

LEGAL REFERENCE: Refer to Board Policy 4119.24, 4219.24, 4319.24

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ Couvrete ___ O'Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTION

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

(cf. 5145.7 - Sexual Harassment)

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent and Associate Superintendent of Personnel Support Services or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent and Associate Superintendent of Personnel Support Services or designee. The Superintendent and the Associate Superintendent of Personnel Support Services or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or Associate Superintendent of Personnel Support Services or designee may also notify law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTION (continued)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

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

INAPPROPRIATE CONDUCT

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others; i.e. classroom doors and blinds closed

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

   When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent and the Associate Superintendent of Personnel Support Services or designee may monitor employee usage of district technology at any time without advance notice or consent.

(cf. 4040 - Employee Use of Technology)

5. Creating or participating in social networking sites for communication with students, other than those created by the district or for educational purposes, without the prior written approval of the principal or an administrator

6. Inviting or accepting requests from students, or former students who are minors, to
INAPPROPRIATE CONDUCT (continued)

connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, which could include the giving of gifts and/or the assigning of nicknames to individual students

8. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities

9. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose

10. Transporting a student in a personal vehicle without prior authorization from a parent or legal guardian

11. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Legal Reference:

EDUCATION CODE
44030.5 Employment status reports
44050 Employee code of conduct; employee interactions with students
44242.5 Reports and review of alleged misconduct
44940 Sex offenses and narcotic offenses; compulsory leave of absence
48980 Parental notifications

PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5
80303 Reports of change in employment status, alleged misconduct
80304 Notice of sexual misconduct

Policy adopted: October 10, 2019

POWAY UNIFIED SCHOOL DISTRICT
Poway, California
TO: BOARD OF EDUCATION

FROM: James Jimenez

Staff Support:

AGENDA ITEM: 6.3

SUBJECT: APPROVAL OF RESOLUTION NO. 11-2020 ENTITLED "RESOLUTION REGARDING THE ELIMINATION OF CLASSIFIED POSITIONS AS CONTAINED WITHIN EXHIBIT 'A'; CORRESPONDING LAYOFF OF CLASSIFIED EMPLOYEES"

RECOMMENDATION:

Approve Resolution No. 11-2020 as presented.

DISCUSSION/PROGRAM:

California Education Code Sections 45117 and 45308 require that the Board of Education take the initial formal step of eliminating classified positions prior to actual personnel action being taken with affected employees. On June 27, 2019, the Board approved a new Aquatics Coordinator classification in order to reorganize the structure of the aquatics positions to better align the resources allocated to the Aquatics Program. The new Aquatics Coordinator classification was approved based on aligning all of the high school pools under one supervisor, maintaining consistency of the quality of service provided, and eliminating five aquatics supervisor positions for more effective and efficient use of Aquatics Program resources.

It is recommended that the Board take action to approve the resolution presented to eliminate the five aquatics supervisor positions in the classified service.

LEGAL REFERENCE: California Education Code Sections 45117 and 45308

FISCAL IMPACT: Savings of Approximately $436,127

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
RESOLUTION NO. 11-2020

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 September 12, 2019, 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.

____________________________________
Ginger Couvrette
Clerk of the Board of Education
Exhibit A
Resolution No. 11-2020
Resolution Regarding the Elimination or Reduction in Hours
of the Following Classified Positions

<table>
<thead>
<tr>
<th>No.</th>
<th>Position Title</th>
<th>Initiating Site/Department</th>
<th>Number of Positions Reduced/ Eliminated</th>
<th>Current FTE</th>
<th>Proposed FTE</th>
<th>Date to be Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Aquatics Supervisor</td>
<td>Mt. Carmel High School</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>11/22/2019</td>
</tr>
<tr>
<td>2</td>
<td>Aquatics Supervisor</td>
<td>Westview High School</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>11/22/2019</td>
</tr>
<tr>
<td>3</td>
<td>Aquatics Supervisor</td>
<td>Del Norte High School</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>11/22/2019</td>
</tr>
<tr>
<td>4</td>
<td>Aquatics Supervisor</td>
<td>Poway High School</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>11/22/2019</td>
</tr>
<tr>
<td>5</td>
<td>Aquatics Supervisor</td>
<td>Rancho Bernardo High Sch.</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>11/22/2019</td>
</tr>
</tbody>
</table>
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Rheia Alschbach

MEETING DATE: September 12, 2019

AGENDA ITEM: 7.1

SUBJECT: APPROVAL TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR THE POTENTIAL LEASE, SALE OR EXCHANGE OF BLACK MOUNTAIN RANCH SOUTHERN PROPERTY (SANTALUZ)

RECOMMENDATION:

Approve the issuance of a Request For Proposal (RFP) for the potential lease, sale or exchange of surplus property (Santaluz).

DISCUSSION/PROGRAM:

At the June 27, 2019, Board Meeting staff received direction to submit a waiver request to the California Department of Education (CDE) with respect to the potential lease or sale of the District’s real property known as the Black Mountain Ranch Southern Site as defined below (the “Property”). In sum, the waiver request asks CDE to waive certain provisions of the Education Code that require school districts to use a competitive bid process for the lease or sale of real property. Instead, the waiver seeks permission to use a “Request for Proposal” (“RFP”) process whereby the District can seek proposals for the potential lease or sale of the Property.

At the August 8, 2019, Board meeting, Andreas Chialtas, legal counsel with Atkinson, Andelson, Loya, Ruud & Romo, and Barry Blade, Property Consultant, led discussions around what an RFP should include and provided some examples. While the competitive bid process requires the District to lease or sell the Property to the highest bidder, the RFP process will allow the District to consider other factors in addition to price when identifying the proposal that provides the “most beneficial” terms to the District. The RFP being proposed would also include the potential of exchanging the Property for another; therefore, the District may receive proposals from interested parties for the lease, sale or exchange of the Property.

The waiver is scheduled to be approved by CDE on either September 11 or September 12, 2019. Accordingly, Staff is requesting approval to issue the RFP upon confirmation that CDE has, in fact, approved the waiver.

LEGAL REFERENCE: Education Code Sections 17473, 17474, 17455, 17466, 17472 and 17475 et seq.

FISCAL IMPACT: N/A
TO: BOARD OF EDUCATION
FROM: Ron Little
Staff Support: Joy Ramiro

AGENDA ITEM: 7.2

SUBJECT: APPROVAL OF THE 2018-2019 UNAUDITED ACTUALS FINANCIAL REPORT

RECOMMENDATION:

Approve the unaudited actual year-end closing financial report.

DISCUSSION/PROGRAM:

Each year, the Finance Team presents the unaudited actual year-end closing financial report to the Board of Education for approval and submission to the County Office of Education.

Key financial highlights for FY 2018-19 year-end close are as follows:

- 2018-19 Local Control Funding Formula (LCFF) Entitlement was $311.3 million, approximately 76% of total revenue. Funded Average Daily Attendance (ADA) was 35,293 and the certified enrollment was 36,450, which equates to an attendance rate of 96.8%.
- General Fund unaudited ending fund balance is nearly $60.1 million; a decrease from the beginning of the year of $450,675.
- A total of approximately $13.2 million of unspent carryover will be added into the 2019-20 budget.

LEGAL REFERENCE: California Education Code Sections 42100

FISCAL IMPACT: As described in the attached document

Continued…
Components of Ending Fund Balance for the General Fund include the following:

<table>
<thead>
<tr>
<th>NONSPENDABLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revolving Cash</td>
<td>$302,000</td>
</tr>
<tr>
<td>Stores Inventory</td>
<td>522,930</td>
</tr>
<tr>
<td>RESTRICTED PROGRAMS (carryover)</td>
<td>7,903,622</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ASSIGNED</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carryover (unrestricted)</td>
<td>5,313,750</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNASSIGNED &amp; UNAPPROPRIATED</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Uncertainties @ 2%</td>
<td>8,301,754</td>
</tr>
<tr>
<td>Reserve for Textbook Adoption</td>
<td>1,825,000</td>
</tr>
<tr>
<td>Reserve for Language Acquisition Program</td>
<td>1,200,000</td>
</tr>
<tr>
<td>Reserve for Technology &amp; Innovation</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Reserve for Budget Stabilization</td>
<td>33,697,010</td>
</tr>
</tbody>
</table>

**TOTAL COMPONENTS OF ENDING FUND BALANCE** $60,066,066

- General Fund Reserve Level is 11.5% at 2018-19 year-end close.
- A detailed financial report has been provided.
### 2018-19 Estimated Actuals

**General Fund / Combined**

As presented to BOE on 6/27/19

<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
<th>unrestricted</th>
<th>restricted</th>
<th>combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>8010-8099</td>
<td>LCCF and Property Taxes Transfer</td>
<td>310,173,963</td>
<td>1,859,720</td>
<td>312,033,683</td>
</tr>
<tr>
<td>8100-8299</td>
<td>Federal Revenues</td>
<td>67,861</td>
<td>11,551,156</td>
<td>11,619,017</td>
</tr>
<tr>
<td>8300-8599</td>
<td>Other State Revenues</td>
<td>13,786,240</td>
<td>44,521,463</td>
<td>58,307,703</td>
</tr>
<tr>
<td>8600-8799</td>
<td>Other Local Revenues</td>
<td>11,919,312</td>
<td>1,916,395</td>
<td>13,835,707</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>335,947,377</strong></td>
<td><strong>59,848,734</strong></td>
<td><strong>395,796,111</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
<th>unrestricted</th>
<th>restricted</th>
<th>combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>8000-8999</td>
<td>Elementary Leader Stipends</td>
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<tr>
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<td>Certificated Salaries</td>
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<tr>
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<td>Books and Supplies</td>
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<td>5000-5999</td>
<td>Services and Other Operating Expenditures</td>
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<td>Capital Outlay</td>
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<td>7000-7399</td>
<td>Other Outgo</td>
<td>7300-7399</td>
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<td></td>
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<tr>
<td>7100-7299</td>
<td>Direct Support / Indirect Costs</td>
<td>(1,280,916)</td>
<td>727,155</td>
<td>(553,761)</td>
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<td></td>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>288,667,169</strong></td>
<td><strong>115,783,206</strong></td>
<td><strong>404,450,376</strong></td>
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<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
<th>unrestricted</th>
<th>restricted</th>
<th>combined</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>C. EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td><strong>47,280,207</strong></td>
<td><strong>(55,934,472)</strong></td>
<td><strong>(8,654,265)</strong></td>
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</table>

<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
<th>unrestricted</th>
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<th>combined</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>D. OTHER FINANCING SOURCES/USES</strong></td>
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<tr>
<td></td>
<td>Interfund Transfers</td>
<td></td>
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<tr>
<td>8910-8929</td>
<td>Transfers In</td>
<td>6,700,419</td>
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<td><strong>6,700,419</strong></td>
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<td>7610-7629</td>
<td>Transfers Out</td>
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<td><strong>TOTAL OTHER FINANCING SOURCES/USES</strong></td>
<td><strong>(50,815,883)</strong></td>
<td><strong>55,511,604</strong></td>
<td><strong>4,695,720</strong></td>
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<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
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<th>combined</th>
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</table>

<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
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<th>restricted</th>
<th>combined</th>
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<tbody>
<tr>
<td></td>
<td><strong>F. FUND BALANCE, RESERVES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Beginning Balance</td>
<td>55,933,381</td>
<td>4,583,360</td>
<td>60,516,741</td>
</tr>
<tr>
<td></td>
<td>Ending Balance</td>
<td>52,397,706</td>
<td>4,160,491</td>
<td>56,558,196</td>
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</table>

<table>
<thead>
<tr>
<th>OBJECT CODES</th>
<th>Description</th>
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<th>restricted</th>
<th>combined</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>COMPONENTS OF ENDING BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A) NONSPENDABLE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9711</td>
<td>Revolving Cash</td>
<td>300,000</td>
<td></td>
<td>300,000</td>
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<tr>
<td>9712</td>
<td>Stores</td>
<td>275,000</td>
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<td>275,000</td>
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<tr>
<td></td>
<td>B) RESTRICTED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9740</td>
<td>-</td>
<td>-</td>
<td>4,160,491</td>
<td>4,160,491</td>
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<tr>
<td>9750</td>
<td>C) COMMITTED</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>D) ASSIGNED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9780</td>
<td>Carryover (Projected)</td>
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<td></td>
<td>E) UNASSIGNED &amp; UNAPPROPRIATED</td>
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<tr>
<td>9789</td>
<td>Economic Uncertainties @ 2%</td>
<td>8,129,101</td>
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<td>8,129,101</td>
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<tr>
<td></td>
<td>Reserve for Textbook Adoption</td>
<td>2,000,000</td>
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<tr>
<td></td>
<td>Reserve for Language Acquisition Program</td>
<td>1,200,000</td>
<td></td>
<td>1,200,000</td>
</tr>
<tr>
<td></td>
<td>Reserve for Technology &amp; Innovation Division</td>
<td>1,000,000</td>
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<td>1,000,000</td>
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<tr>
<td></td>
<td>Reserve for Budget Stabilization</td>
<td>33,493,604</td>
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<td>33,493,604</td>
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<tr>
<td></td>
<td><strong>TOTAL COMPONENTS OF ENDING FUND BALANCE</strong></td>
<td><strong>52,397,706</strong></td>
<td><strong>4,160,491</strong></td>
<td><strong>56,558,196</strong></td>
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</tbody>
</table>
### 2018-19 Unaudited Actuals
#### General Fund / Combined

**September 12, 2019**

<table>
<thead>
<tr>
<th>OBJECT DESCRIPTION</th>
<th>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 and Property Taxes Transfer</td>
<td>8010-8099</td>
<td>310,244,794</td>
<td>1,942,312</td>
<td>312,187,106</td>
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<td>Federal Revenues</td>
<td>8100-8299</td>
<td>38,620</td>
<td>9,820,583</td>
<td>9,859,203</td>
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<tr>
<td>Other State Revenues</td>
<td>8300-8599</td>
<td>14,175,002</td>
<td>59,968,881</td>
<td>74,143,882</td>
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<tr>
<td>Other Local Revenues</td>
<td>8600-8799</td>
<td>12,287,479</td>
<td>1,874,605</td>
<td>14,162,084</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td></td>
<td>336,745,894</td>
<td>73,606,181</td>
<td>410,352,075</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>140,583,249</td>
<td>29,370,689</td>
<td>169,953,937</td>
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<tr>
<td>Classified Salaries</td>
<td>2000-2999</td>
<td>40,229,496</td>
<td>22,512,456</td>
<td>62,741,952</td>
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<tr>
<td>Employee Benefits</td>
<td>3000-3999</td>
<td>69,547,153</td>
<td>52,312,435</td>
<td>121,859,587</td>
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<td>Books and Supplies</td>
<td>4000-4999</td>
<td>9,354,277</td>
<td>4,679,389</td>
<td>14,033,665</td>
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<tr>
<td>Services and Other Operating Expenditures</td>
<td>5000-5999</td>
<td>21,462,363</td>
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<td>33,091,981</td>
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<td>6000-6599</td>
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<td>Other Outgo</td>
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<td>Direct Support / Indirect Costs</td>
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<td>(843,510)</td>
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<td>(138,176)</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
<td></td>
<td>284,904,153</td>
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<td>411,076,394</td>
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<td><strong>C. EXCESS OF REVENUES OVER EXPENDITURES</strong></td>
<td></td>
<td>51,841,741</td>
<td>(52,566,060)</td>
<td>(724,319)</td>
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<tr>
<td><strong>D. OTHER FINANCING SOURCES/USES</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>8910-8929</td>
<td>4,284,949</td>
<td>4,284,949</td>
<td>4,284,949</td>
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<td>Transfers Out</td>
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<td>4,011,305</td>
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<td>Other Sources/Uses</td>
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<td>4,583,360</td>
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<td>Uses</td>
<td>7630-7699</td>
<td>-</td>
<td>-</td>
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<td>Contributions</td>
<td>8980-8999</td>
<td>55,886,321</td>
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<td><strong>TOTAL OTHER FINANCING SOURCES/USES</strong></td>
<td></td>
<td>(55,612,678)</td>
<td>55,886,321</td>
<td>273,644</td>
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<td><strong>E. NET ACTIVITY</strong></td>
<td></td>
<td>(3,770,937)</td>
<td>3,320,262</td>
<td>(450,675)</td>
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<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>55,933,381</td>
<td>4,583,360</td>
<td>60,516,741</td>
</tr>
<tr>
<td>Ending Balance</td>
<td></td>
<td>52,162,444</td>
<td>7,903,622</td>
<td>60,066,066</td>
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<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>
</tr>
<tr>
<td>Revolving Cash</td>
<td>9711</td>
<td>302,000</td>
<td>-</td>
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<tr>
<td>Stores</td>
<td>9712</td>
<td>522,930</td>
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<td>522,930</td>
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<td><strong>B) RESTRICTED</strong></td>
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<tr>
<td>9740</td>
<td>7,903,622</td>
<td>7,903,622</td>
<td>7,903,622</td>
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</tr>
<tr>
<td><strong>C) COMMITTED</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9750</td>
<td>-</td>
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<td>-</td>
</tr>
<tr>
<td><strong>D) ASSIGNED</strong></td>
<td></td>
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</tr>
<tr>
<td>Carryover</td>
<td>9780</td>
<td>5,313,750</td>
<td>-</td>
<td>5,313,750</td>
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<tr>
<td><strong>E) UNASSIGNED &amp; UNAPPROPRIATED</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Economic Uncertainties @ 2%</td>
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<td>8,301,754</td>
<td>-</td>
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<td>Reserve for Textbook Adoption</td>
<td>1,825,000</td>
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<tr>
<td>Reserve for Language Acquisition Program</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td></td>
</tr>
<tr>
<td>Reserve for Technology &amp; Innovation Division</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
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<tr>
<td>Reserve for Budget Stabilization</td>
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<td>33,697,010</td>
<td>33,697,010</td>
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<tr>
<td><strong>TOTAL COMPONENTS OF ENDING FUND BALANCE</strong></td>
<td></td>
<td>52,162,444</td>
<td>7,903,622</td>
<td>60,066,066</td>
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</table>
## 2018-19 COMPONENTS OF ENDING FUND BALANCE
### ASSIGNED CARRYOVER

### UNRESTRICTED GENERAL FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Donations</td>
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<tr>
<td>Budget Standards &amp; Other Miscellaneous Sites Carryover</td>
<td>$933,815</td>
</tr>
<tr>
<td>Committed Purchase Orders</td>
<td>$483,160</td>
</tr>
<tr>
<td>Sites Lottery Funds</td>
<td>$559,554</td>
</tr>
<tr>
<td>Site Safety</td>
<td>$500,565</td>
</tr>
<tr>
<td>PSEA Unit 1 Professional Development</td>
<td>$218,613</td>
</tr>
<tr>
<td>PSEA Unit 2 Professional Development</td>
<td>$346,107</td>
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<tr>
<td>Elementary Leader Stipends</td>
<td>$245,862</td>
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<tr>
<td>Program/Department Carryover</td>
<td>$248,237</td>
</tr>
<tr>
<td>Start-up Furniture, Fixtures, &amp; Equipment</td>
<td>$334,561</td>
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<tr>
<td>PSEA Incentive</td>
<td>$33,272</td>
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<tr>
<td><strong>Total Carryover - Unrestricted</strong></td>
<td><strong>$5,313,750</strong></td>
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### RESTRICTED GENERAL FUND

<table>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Restricted Lottery</td>
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<tr>
<td>California Clean Energy (Prop. 39)</td>
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<tr>
<td>Mental Health</td>
<td>$378,212</td>
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<tr>
<td>Classified School Employee Prof Dev't Blk Grant</td>
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<tr>
<td>Low Performing Block Grant</td>
<td>$1,434,594</td>
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<td><strong>Total Carryover - Restricted</strong></td>
<td><strong>$7,903,622</strong></td>
</tr>
<tr>
<td>Fund</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>Fund 11</td>
<td>Adult Education</td>
</tr>
<tr>
<td>Fund 12</td>
<td>Child Development (State Preschool) Fund</td>
</tr>
<tr>
<td>Fund 13</td>
<td>Cafeteria Special Revenue Fund</td>
</tr>
<tr>
<td>Fund 14</td>
<td>Deferred Maintenance Fund</td>
</tr>
<tr>
<td>Fund 17</td>
<td>Special Reserve other than Capital Project Fund</td>
</tr>
<tr>
<td>Fund 25</td>
<td>Capital Facilities (AB2068) Fund</td>
</tr>
<tr>
<td>Fund 35</td>
<td>State School Facilities Fund</td>
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<tr>
<td>Fund 40</td>
<td>Special Reserve Capital Project Fund</td>
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<tr>
<td>Fund 49</td>
<td>Capital Project for Blended Component Units (CFD)</td>
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<tr>
<td>Fund 63</td>
<td>Other Enterprise Fund</td>
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<td>Fund 67</td>
<td>Self Insurance Fund/OPEB</td>
</tr>
<tr>
<td>Fund 71</td>
<td>Retiree Benefit Fund - OPEB Trust</td>
</tr>
<tr>
<td>Fund 73</td>
<td>Foundation Private-Purpose Trust Fund</td>
</tr>
</tbody>
</table>
TO: BOARD OF EDUCATION

FROM: Ron Little
Staff Support: Rheia Alschbach

AGENDA ITEM: 7.3

MEETING DATE: September 12, 2019

SUBJECT: PUBLIC HEARING AND APPROVAL OF RESOLUTION NO. 05-2020 ENTITLED "APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS; ADOPTING ALTERNATIVE SCHOOL FACILITY FEES IN COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTIONS 65995.5, 65995.6, 65995.7, AND 66000 ET SEQ.; AND MAKING RELATED FINDINGS AND DETERMINATIONS"

RECOMMENDATION:

Approve Resolution No. 05-2020, establishing Level 2 Fees of $3.96 per square foot for non-mitigated new residential construction and Level 3 Fees of $7.92 per square foot for non-mitigated new residential construction, and that these new fees become effective September 13, 2019.

DISCUSSION/PROGRAM:

Since the adoption of Senate Bill 50 ("SB 50") and Proposition 1A in 1998, school districts that meet certain requirements now have the option of adopting Alternative School Facility Fees, also known as Level 2 Fees and Level 3 Fees, in accordance with Education Code Section 17620 and Government Code Sections 65995.5, 65995.6, 65995.7, and 66000 et seq. In general, Alternative School Facility Fees, which are calculated for each school district, apply solely to non-mitigated new residential construction within a school district, and are in excess of the Level 1 Fees (Statutory) currently authorized in the amount of $3.79 per square foot of chargeable non-mitigated new residential additions of over 500 square feet. The Level 2 Fees are intended to represent 50 percent of a school district’s facility costs and applies when the State Allocation Board (SAB) is apportioning state funding to school districts in California under the SB 50 School Facilities Program. The Level 3 Fees are intended to represent 100 percent of a school district’s school facility costs, and can be imposed only when the SAB officially declares that State funds for non-mitigated construction projects are no longer available. The District has only collected Level 2 Fees to date.

On September 13, 2018, the Board of Education of the Poway Unified School District (Board) adopted by Resolution No. 12-2019 the Amended School Facilities Needs Analysis (SFNA) prepared by Koppel & Gruber Public Finance and dated September 13, 2018, adopting Alternative School Facility Fees in the amount of $3.90 per square foot of assessable space for non-mitigated new residential construction within the District for the Level 2 Fees, and $7.80 per square foot of assessable space for non-mitigated new

Continued…

LEGAL REFERENCE: California Education Code Section 17620
Government Code Sections 65995.5, 65995.6, 65995.7, and 66000 et seq.

FISCAL IMPACT: Estimated annual income of $1,941,140

MOVED BY: __________________________ SECONDED BY: __________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
residential construction within the District for Level 3 Fees, respectively.

The current Alternative School Facility Fees amounts became effective as of September 14, 2018, and were authorized by the Board to remain in effect for one year, or until a new SFNA was presented. Since this authorization, the District has only collected Level 2 Fees on new residential structures.

In order to impose Alternative School Facility Fees on non-mitigated new residential construction within the District beyond the expiration of the Alternative School Fees adopted by the Board on September 13, 2018, the District must prepare and adopt a School Facilities Needs Analysis as required by statute prior to the expiration of such Alternative School Facility Fees. Pursuant to Education Code 17620 and Government Code Section 65995.5(b), Koppel & Gruber Public Finance has prepared a School Facilities Needs Analysis (2019 SFNA) on behalf of the District, dated September 12, 2019, for consideration and adoption by the Board on September 12, 2019, in order to satisfy one of the prerequisites for levying Alternative School Facility Fees on non-mitigated new construction of residences within the District.

In compliance with Section 65995.6(a) of the Government Code, the 2019 SFNA of the District includes information regarding the projection of the number of un-housed elementary, middle, and high school pupils generated by various types of non-mitigated new residential units in each category of pupils enrolled in the District. The projection of un-housed pupils is based on the historical generation rates of new residential units constructed during the previous five (5) years that are of a similar type of unit to those anticipated to be constructed either in the District or the city or county in which the District is located, and relevant planning agency information, such as multiphase development projects, that may modify the historical figures. In accordance with Section 65995.6 of the Government Code, the 2019 SFNA also contains a calculation of existing school building capacity, calculated pursuant to Article 2 (commencing with Section 17071.10 of Chapter 12.5 of Part 10 of the Education Code). The existing school building capacity has been recalculated pursuant to Government Code Section 65995.6(a).

Pursuant to the 2019 SFNA, the Level 2 Fee amount has been calculated as $3.96 per square foot of assessable space for non-mitigated new residential construction within the District. The Level 3 Fee amount has been calculated as $7.92 per square foot of assessable space for non-mitigated new residential construction within the District.

The 2019 SFNA must be adopted by resolution after a public hearing conducted by the Board of the District. The 2019 SFNA has been on file and available for public review on the District’s website since August 9, 2019 and the Planning Department for a period of not less than thirty (30) days prior to the public hearing of the Board, during which time it was provided to the local agencies responsible for land use planning within the District for review and comments. In addition, notice of the time and place of the public hearing of the Board, including the location and procedure for viewing a copy of the 2019 SFNA was published in at least one newspaper of general circulation not less than thirty (30) days prior to the public hearing, and a copy of the 2019 SFNA was mailed not less than thirty (30) days prior to the public hearing to any person who made a written request forty-five (45) days prior to the public hearing.

Resolution No. 05-2020 is attached. The 2019 SFNA has been provided to the Board electronically for their review and is available for review in the Planning Department.
Poway Unified School District

RESOLUTION NO.05-2020

APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS; ADOPTING ALTERNATIVE SCHOOL FACILITY FEES IN COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTIONS 65995.5, 65995.6, 65995.7, AND 66000 ET SEQ.; AND MAKING RELATED FINDINGS AND DETERMINATIONS

ON MOTION, of Member ________________________________ , seconded by Member ________________________________, the following Resolution is adopted:

WHEREAS, the Board of Education (Board) provides educational services for students in Grades TK-12 residing within the Cities of Poway and San Diego (City or collectively, Cities), as well as portions of the unincorporated areas of the County of San Diego (County) within the boundaries of the Poway Unified School District (District); and

WHEREAS, the Board has previously adopted and imposed Statutory School Facility Fees, pursuant to Education Code Section 17620, which are presently authorized in the amounts of $3.79 per square foot of chargeable non-mitigated new residential additions of over 500 square feet (Level 1 Fees), and $0.61 per square foot of chargeable covered and enclosed space for all categories of non-mitigated new commercial/industrial development in the District (Commercial/Industrial Fees); and

WHEREAS, the Board has elected to participate in the School Facilities Funding Program established pursuant to the Leroy F. Greene School Facilities Act of 1998 for both modernization and new construction projects; and

WHEREAS, the District received notification from the State Allocation Board (SAB) that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the Leroy F. Greene School Facilities Act of 1998 on September 26, 2018; and

WHEREAS, the District has completed and certified Form SAB 50-04 (Application for Funding) and SAB 50-05 (Fund Release Authorization) for new construction funding; and

WHEREAS, the District has satisfied two (2) of the four (4) statutory requirements of Government Code Section 65995.5(b)(3) in that the District as follows: 1) is operating in excess of 20 percent of its teaching stations in relocatable classrooms; and 2) has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the District’s local bonding capacity; and

WHEREAS, the Board has determined that school facilities of the District continue to operate at overcapacity, and are impacted by the increasing student population caused by non-mitigated new residential construction within the boundaries of the District; and
WHEREAS, new construction continues to generate additional students for the District’s schools, and the District is required to accommodate such students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of school facilities, including acquisition of school sites, construction of permanent school facilities, and interim school facilities to accommodate students generated from non-mitigated new residential construction; and

WHEREAS, Koppel & Gruber Public Finance, has prepared a School Facilities Needs Analysis (SFNA) for the District dated September 12, 2019, for purposes of adopting Alternative School Facility Fees pursuant to Government Code Sections 65995.5 (Level 2 Fees), and 65995.7 (Level 3 Fees) (collectively referred to as “Alternative School Facility Fees”), in accordance with applicable law; and

WHEREAS, Level 3 Fees may only be imposed when State funds for new construction projects are no longer available, as determined by the SAB in accordance with Government Code Section 65995.7, and Title 2 of the California Code of Regulations Section 1859.91(c); and

WHEREAS, the District anticipates that the SAB may declare State funds for new construction projects to be unavailable in the near future, and upon the appropriate declaration of the SAB, the District intends to collect Level 3 Fees; and

WHEREAS, the Board has reviewed and considered the SFNA, which includes all of the findings required by applicable law, including an analysis of the purpose of the Alternative School Facility Fees, as well as the reasonable relationship between the Alternative School Facility Fees, and the need for new school facilities to accommodate students generated from non-mitigated new residential construction; and

WHEREAS, the findings in the SFNA demonstrate that the estimated costs of providing school facilities for students generated by non-mitigated new residential construction will exceed the maximum amount of revenue to be collected by Alternative School Facility Fees; and

WHEREAS, the SFNA has been available to the public in final form for at least thirty (30) days before the Board held a public hearing to consider the SFNA and the adoption of the Alternative School Facility Fees; and

WHEREAS, all notices of the SFNA and adoption of Alternative School Facility Fees have been published in accordance with applicable law, and copies of the SFNA have been provided thirty (30) days prior to the public hearing to all individuals who have filed a written request with the District forty-five (45) days prior to the public hearing date; and

WHEREAS, the Board conducted a duly-noticed public hearing relating to the adoption of the SFNA and Alternative School Facility Fees consistent with Government Code Section 65995.6(c); and

WHEREAS, the SFNA has been provided to all local agencies responsible for land use planning within the District’s boundaries for their review and comment in compliance with Government Code Section 65995.6(c); and
WHEREAS, Government Code Section 65995.6(g) provides that the California Environmental Quality Act (CEQA), Division 13 (commencing with Section 21000), of the Public Resources Code may not apply to the preparation, adoption, or update of the SFNA, or adoption of this Resolution; and

WHEREAS, this Board deems it to be necessary, desirable, and in the best interest of the students, teachers, parents, and electorate of the District to levy the Alternative School Facility Fees authorized under Government Code Sections 65995.5 and 65995.7 on non-mitigated new residential construction; and

WHEREAS, the Alternative School Facility Fees levied on non-mitigated new residential construction will be used to finance school facilities necessary to accommodate students generated from such new development, including, but not limited to, acquisition of new school sites, remodeling of existing school facilities, acquiring and installing additional portable classrooms, and related facilities in accordance with applicable law; and

WHEREAS, no city or county within the boundaries of the District may issue a building permit for any new residential development within the District absent a certification of compliance by the District with the requirements regarding school facilities fees, as set forth in Education Code Section 17620 and Government Code Section 65995 et seq.; and

WHEREAS, the appropriate land use jurisdictions will be notified of the adoption of the SFNA and the Alternative School Facility Fees by the District, and will be requested to continue to work with the District to assure that the school facilities fee program benefits the residents and students of the community; and

WHEREAS, the Board desires to approve the SFNA and adopt the Alternative School Facility Fees, pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7, for the purpose of establishing a Level 2 Fee and a Level 3 Fee to be imposed on non-mitigated new residential construction;

NOW, IT IS HEREBY RESOLVED AND ORDERED THAT:

SECTION 1 The Board has reviewed the SFNA and hereby adopts all of the findings contained therein.

SECTION 2 The Board has received notification from the State Allocation Board that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the Leroy F. Greene School Facilities Act of 1998.

SECTION 3 The District has made a timely application to the SAB for new construction funding for which it is eligible.

SECTION 4 The District has satisfied two (2) of the four (4) statutory requirements of Government Code Section 65995.5(b)(3) in that the District: 1) is operating in excess of 20 percent of its teaching stations in relocatable classrooms; and 2)
has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the District’s local bonding capacity.

SECTION 5 The District has prepared a SFNA that is on file in the Planning Department at the District Office, located at 15250 Avenue of Science, San Diego, California, and is incorporated herein by this reference in compliance with applicable law, including the provisions of Government Code Section 65995.6.

SECTION 6 The Board hereby approves and adopts the SFNA for the purpose of establishing Alternative School Facility Fees to be imposed on non-mitigated new residential construction within the District in the following amounts:

A. Pursuant to Government Code Section 65995.5, Level 2 Fees in the amount of $3.96 per square foot of non-mitigated new residential construction, including square footage realized as a result of demolition and reconstruction not previously mitigated, additions to existing residential units in excess of 500 square feet, as well as mobile homes and manufactured homes pursuant to Education Code Section 17625.

B. Pursuant to Government Code Section 65995.7, Level 3 Fees in the amount of $7.92 per square foot of non-mitigated new residential construction, including square footage realized as a result of demolition and reconstruction not previously mitigated, additions to existing residential units in excess of 500 square feet, as well as mobile homes and manufactured homes pursuant to Education Code Section 17625.

SECTION 7 The Board hereby finds that prior to the imposition of the Level 3 Fees on non-mitigated new residential construction, the Superintendent, or her designee, must determine that the SAB is no longer approving apportionments for new construction due to lack of state funds, and that the SAB has notified the appropriate state representatives in accordance with Government Code Section 65995.7(a), and Title 2 of the California Code of Regulations Section 1859.91(c), and that once such a determination is made by the Superintendent, or her designee, the Level 3 Fees shall be imposed immediately without any additional action by the Board other than the adoption of this Resolution.

SECTION 8 The Board hereby finds that the purpose of the Alternative School Facility Fees imposed upon non-mitigated new residential construction is to fund the additional school facilities necessary to serve the students generated by such non-mitigated new residential construction as set forth in the SFNA, and in accordance with applicable law.

SECTION 9 The Board hereby finds that there is a roughly proportional, reasonable relationship between the use of the Alternative School Facility Fees and the impact of non-mitigated new residential construction on existing school
facilities because the Alternative School Facility Fees imposed on non-mitigated new residential construction will be used to fund school facilities necessary to accommodate those students generated by such non-mitigated new residential construction, and because the Alternative School Facility Fees do not exceed the cost of providing the school facilities required to serve the students generated by such non-mitigated new residential construction within the District.

SECTION 10 The SFNA has been available to the public in final form for at least thirty (30) days before the Board held a public hearing to consider the SFNA and the adoption of the Alternative School Facility Fees.

SECTION 11 The notice of the time and place of the public hearing to adopt the SFNA, including the location and procedure for viewing or requesting a copy of the proposed SFNA and any proposed revision thereof has been published in at least one (1) newspaper of general circulation at least thirty (30) days prior to the public hearing.

SECTION 12 The copies of the SFNA have been mailed thirty (30) days prior to the public hearing to all individuals who have filed written requests with the District forty-five (45) days prior to the public hearing date.

SECTION 13 The SFNA has been provided to all local agencies responsible for land use planning within the District’s boundaries for their review and comment in compliance with Government Code Section 65995.6(c).

SECTION 14 The Board conducted a public hearing on September 12, 2019, prior to adoption of the SFNA and the Alternative School Facility Fees, at which time all persons desiring to comment on the SFNA were heard, and all information presented was duly considered.

SECTION 15 The public has had the opportunity to review and comment on the SFNA, and the Board has responded to written comments it has received regarding the SFNA.

SECTION 16 The District staff is hereby directed to transmit certified copies of this Resolution, accompanied by all relevant supporting documentation including the SFNA, and a map of the boundary area of the District subject to the Level 2 Fees and Level 3 Fees, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's current school facilities fee for construction projects.

SECTION 17 The Board hereby establishes that any Certificate of Compliance issued by the District, evidencing payment of the Level 2 Fees and Level 3 Fees, shall be valid for thirty (30) calendar days from the date of issuance by the District. A project applicant may request no more than two (2) thirty (30) calendar day extensions, by providing written documentation to the District demonstrating that the project applicant was not able to obtain a building permit from the
City or County due to good cause beyond the project applicant's reasonable control. The District, at the District’s sole discretion, shall grant any such extension.

SECTION 18 Pursuant to the Homeowners Down Payment Assistance Program, set forth in Health and Safety Code Section 51450 et seq., purchasers of newly constructed residential structures in a non-mitigated new construction project may receive down payment assistance in the amount of Statutory School Facility Fees or Alternative School Facility Fees paid.

SECTION 19 No statement or provision set forth in this Resolution, or referred to herein, shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

SECTION 20 The Board reserves the authority to undertake other or additional methods to finance School Facilities, including, but not limited to, the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.) and such other funding mechanisms as are authorized by Government Code Section 65996. The Board reserves the authority to substitute the dedication of land, or other property, or other form of mitigation requirement in lieu of the Alternative School Facility Fees, at its discretion.

SECTION 21 If any portion or provision of this Resolution is determined to be invalid, the remainder thereof is intended to be and shall remain valid; or if the Level 2 Fees and/or Level 3 Fees are determined to be invalid, the Level 1 Fee is intended to remain in full force and effect.

SECTION 22 The Alternative School Facility Fees shall take effect September 13, 2019, after adoption of this Resolution and shall be in effect for one (1) year.

PASSED AND ADOPTED on September 12, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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.

________________________________________
Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Ron Little  AGENDA ITEM: 7.4

Staff Support:

SUBJECT: APPROVE RESOLUTION NO. 12-2020 ENTITLED, "AUTHORIZING THE ISSUANCE AND SALE OF 2019 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2002-1 OF THE POWAY UNIFIED SCHOOL DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY ONE MILLION DOLLARS"

RECOMMENDATION:

Approve Resolution No. 12-2020, authorizing the issuance and sale of 2019 General Obligation Refunding Bonds of School Facilities Improvement District No. 2002-1 of the Poway Unified School District in an Aggregate Principal Amount not to exceed thirty one million dollars.

DISCUSSION/PROGRAM:

At the August 22 Special Board Meeting the District’s consultants and Finance team shared information with the Board related to the potential of saving PUSD property owners $1.8 to $2.5 million in future taxes by refunding the bonds associated with SFID-No. 2002-1. Due to the current low interest rate environment the opportunity to provide a second refunding of the initial bonds, 2002 Election, Series A, was considered.

The first refunding, in November 2011, saved PUSD property owners $4.7 million.

Based on the Board’s feedback, Staff brings forward the requisite resolution to begin the refinancing process.

Resolution No. 12-2020 is attached.

LEGAL REFERENCE: Education Code Sections 15100 et seq., 15264-15276, 15350-15357, and 15425 and Government Code Sections 53506 et seq.

FISCAL IMPACT: Savings of between $1.8 to $2.5 million

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: Beatty ___ Couvrette ___ O'Connor-Ratcliff ___ Patel ___ Zane ___  Student Preferential Vote: Akins ___
RESOLUTION OF THE BOARD OF EDUCATION OF
THE POWAY UNIFIED SCHOOL DISTRICT,
AUTHORIZING THE ISSUANCE AND SALE OF
2019 GENERAL OBLIGATION REFUNDING BONDS
OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2002-1
OF THE POWAY UNIFIED SCHOOL DISTRICT
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
THIRTY ONE MILLION DOLLARS
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RESOLUTION OF THE BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF 2019 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2002-1 OF THE POWAY UNIFIED SCHOOL DISTRICT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY ONE MILLION DOLLARS

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

WHEREAS, a duly called election was held within School Facilities Improvement District No. 2002-1 (“Improvement District”) of the Poway Unified School District (the “District”), San Diego County (the “County”), State of California, on November 5, 2002 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors within the Improvement District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $198,000,000 payable from the levy of an ad valorem tax against the taxable property within the Improvement District (the “Authorization”);

WHEREAS, pursuant to the Authorization, on June 5, 2003, the District, on behalf of the Improvement District, issued its General Obligation Bonds of School Facilities Improvement District No. 2002-1 of the Poway Unified School District, 2002 Election, Series A, in the aggregate principal amount of $75,000,000 (the “Series A Bonds”); and

WHEREAS, on November 2, 2011, the District issued its $53,285,000 2011 General Obligation Refunding Bonds of School Facilities Improvement District No. 2002-1 of the Poway Unified School District (San Diego County, California) (the “Prior Bonds”) to refund a portion of the Series A Bonds; and

WHEREAS, prudent management of the fiscal affairs of the District requires that the District issue general obligation refunding bonds (the “Bonds”) under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code to refund, on an advance basis, a portion of the outstanding Prior Bonds (the “Refunded Bonds”), provided that a sufficient level of savings may be achieved by doing so;

WHEREAS, it appears to the Board of Education of the District (the “Board”) that the total net interest cost to maturity plus the principal amount of the Bonds (plus any costs of issuance not funded from proceeds of the Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds, which, pursuant to California Government Code Sections 53552 and 53556, will permit the Board to issue the Bonds without approval of the electorate;

NOW THEREFORE, IT IS ORDERED by the Board of Education of Poway Unified School District as follows:
SECTION 1. Definitions. The following terms shall for all purposes of this Resolution have the following meanings:

“Authorized Investments” shall mean the County Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), or any investment authorized pursuant to Government Code Sections 16429.1, 53601 and 53635, but only to the extent that the same are acquired at Fair Market Value.

“Authorizing Law” shall mean Section 53550 et seq. of the Government Code of the State of California, as amended.

“Beneficial Owner” means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories including, but not limited to, through the Nominee.

“Board of Supervisors” means the Board of Supervisors of the County.

“Bond Counsel” and “Disclosure Counsel” means the law firm of Dannis Woliver Kelley, as Bond Counsel to the District and a firm of nationally recognized standing with respect to the issuance of municipal obligations.

“Bond Insurer” shall mean any financial guaranty company that guarantees the scheduled payments of principal of and interest on the Bonds when due.

“Bond Insurance Policy” shall mean a policy of municipal bond insurance which guarantees the scheduled payments of principal of and interest on the Bonds when due.

“Bond Obligation” shall mean, from time to time as of the date of calculation, the Principal Amount of a Bond.

“Bond Purchase Agreement” shall mean the Bond Purchase Agreement, by and between the District and the Underwriter, relating to the Bonds.

“Bonds” shall mean the 2019 General Obligation Refunding Bonds of School Facilities Improvement District No. 2002-1 of the Poway Unified School District, issued and delivered pursuant to this Resolution.

“Bond Year” shall mean the twelve-month period commencing August 1 in any year and ending on the last day of July in the next succeeding year, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement; provided, however, that the first Bond Year shall commence on the day the Bonds are issued and shall end on July 31, 2019, both dates inclusive, or as otherwise set forth in the Bond Purchase Agreement.

“Business Day” shall mean a day that is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds.
“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement of the District for the benefit of the Owners of the Bonds.

“Costs of Issuance” shall mean all of the costs of issuing the Bonds, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisor fees; rating agency fees and related travel expenses; auditor’s fees; legal fees and expenses of Bond and Disclosure Counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees of the Escrow Agent; fees of the escrow verification agent, and other fees and expenses incurred in connection with the issuance of the Bonds or the redemption of the Refunded Bonds, to the extent such fees and expenses are approved by the District.

“County” shall mean San Diego County, California.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

“Debt Service” shall have the meaning given to that term in Section 22(c) of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 22(a) of this Resolution.

“Depository” shall mean DTC and its successors and assigns or if (a) the then Depository resigns from its functions as securities depository of the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository that agrees to follow procedures required to be followed by a securities depository in connection with the Bonds and that is selected by an Authorized Officer.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.


“Escrow Agreement” shall mean that Escrow and Deposit Agreement by and between the District and the Escrow Agent.

“Excess Earnings Fund” shall mean the Excess Earnings Fund established pursuant to Section 23 of this Resolution.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security – State and Local
Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term “investment” will include a hedge.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year in effect for the District.

“Interest Payment Date” shall mean February 1 and August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Outstanding” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 17 hereof;

(iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 43 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the Treasurer, its successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent.

“Pledged Moneys” shall have the meaning given to that term in Section 21 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, the principal amount of a Bond.

“Principal Payment Date” shall mean August 1 in each year, or as otherwise specified in the Bond Purchase Agreement, commencing on the date specified in the Bond Purchase Agreement.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Resolution” shall mean this Resolution of the Board providing for the issuance and sale of the Bonds.
“Securities Depositories” shall mean The Depository Trust Company, New York, New York; and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in a certificate of the County delivered to the Paying Agent.

“State” shall mean the State of California.

“Superintendent” shall mean the Superintendent of the District.

“Superintendent of Schools” shall mean the Superintendent of Schools of the County.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Section 40 or Section 41 hereof.

“Tax Certificate” shall mean a certificate as to arbitrage of the District delivered in connection with the issuance of the Bonds.

“Transfer Amount” shall mean the aggregate Principal Amount of a Bond to be transferred.

“Treasurer” shall mean the Treasurer and Tax Collector of the County or any authorized delegate thereof.


SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Terms and Conditions of Sale. The Board hereby approves of the sale of the Bonds on a negotiated basis to the Underwriter. The District has determined that conditions in the municipal marketplace are sufficiently complex that the increased flexibility the Underwriter can provide in structuring and planning the sale of the Bonds dictates sale on a negotiated basis. The Bonds shall be sold at a negotiated sale upon the direction of the Superintendent, the Associate Superintendent of Business Support Services, or the Director of Finance of the District or any designee thereof (each, an “Authorized Officer”). The Bonds shall be sold pursuant to the terms and conditions set forth in the Bond Purchase Agreement, as described below.
Good faith estimates of (a) the true interest cost of the Bonds; (b) the sum of all fees and charges paid to third parties, including any such fees and charges which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement (the “Finance Charge”); (c) the amount of proceeds to be received by the District (less the Finance Charge and any reserves and capitalized interest, if any); and (d) the total debt service payments on the Bonds through the final maturity of the Bonds are set forth on Exhibit B attached hereto and incorporated herein.

SECTION 6. Designation of Finance Team. The Board hereby confirms the designation of Raymond James & Associates, Inc., as Underwriter, Isom Advisors, a division of Urban Futures, Inc. as Financial Advisor and the law firm of Dannis Woliver Kelley, San Diego, California, as Bond Counsel and Disclosure Counsel to the District in connection with the authorization and issuance of the Bonds. An Authorized Officer is hereby authorized to execute a legal services agreement with members of the finance team.

SECTION 7. Terms of Bonds. The Board hereby finds that prudent management of the fiscal affairs of the District requires that the District issue the Bonds to refund the Refunded Bonds. The Bonds shall be dated their date of delivery (or such other date as may be designated in the Bond Purchase Agreement). The Bonds shall bear interest at rates not to exceed the maximum rate permitted by law, on the dates and in the amounts as may be set forth in the Bond Purchase Agreement, payable upon maturity. The Bonds shall mature on August 1 of each of the years as set forth in the Bond Purchase Agreement, or such other maturity date as may be set forth in the Bond Purchase Agreement, through a date no later than the final maturity date of the Refunded Bonds. The Bond Purchase Agreement shall provide for optional, mandatory sinking fund and other types and terms of redemption for the Bonds as shall prove most advantageous in marketing said Bonds for the District.

SECTION 8. Approval of Bond Purchase Agreement. The Superintendent or any Authorized Officer, in consultation with Bond Counsel and such other officers of the District as shall be authorized by the Board, are hereby authorized and directed to issue and deliver the Bonds and to establish the final Principal Amount thereof, provided, however, that such combined Principal Amount (in one or more series) shall not exceed the maximum aggregate Principal Amount of Thirty One Million Dollars ($31,000,000). The form of the Bond Purchase Agreement attached hereto as Exhibit C is hereby approved. The Authorized Officers, or any authorized deputy, and such other officers of the District as may be authorized by the Board are, and each of them acting alone is, authorized and directed to execute and deliver the Bond Purchase Agreement for and in the name and on behalf of the District, with such additions, changes or corrections therein as the officer executing the same on behalf of the District may approve, in his/her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such officer’s execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The Authorized Officers, or any authorized deputy, and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is authorized and directed to negotiate with the Underwriter the interest rates on the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter’s discount of not to exceed four hundred and twenty five thousandths of one percent (0.425%) (not including original issue discount or any Costs of Issuance to be paid by the Underwriter) of the Principal Amount thereof. Final terms of the Bonds shall be as set forth in the Bond Purchase Agreement.

SECTION 9. Official Statement. The Board hereby approves the form of Preliminary Official Statement relating to the Bonds to be used and distributed, together with an Official Statement in connection with the sale of the Bonds, in each case with such changes as are approved by the Authorized Officer. An Authorized Officer and such other officers of the District as may be authorized by the Board are, and each of them acting alone hereby is, authorized to deliver copies of the Preliminary Official
Statement and the Official Statement with such changes therein as such officer shall approve, in his or her discretion, as being in the best interests of the District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be “deemed final” as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the “Rule”) and an Authorized Officer is authorized to execute a certificate to that effect. Any Authorized Officer is hereby authorized and directed to execute such Official Statement with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. Approval of Escrow Agreement. The forms, terms and provisions of the Escrow Agreement are hereby approved. Any Authorized Officer is hereby authorized on behalf of the Board and in its name to execute and deliver the Escrow Agreement to the Escrow Agent, in substantially the form presented to and considered by this Board, with such changes therein as may be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by the execution thereof.

SECTION 11. Authorization of Officers. The officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purpose.

SECTION 12. Use of Bond Proceeds. Bonds of the District shall be issued by and in the name of the District on behalf of the Improvement District, and proceeds of the Bonds shall be applied to (i) refund the Refunded Bonds in accordance with the Escrow Agreement and (ii) pay the Costs of Issuance.

SECTION 13. Designation and Form; Payment.

(a) An issue of Bonds of one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate Principal Amount not to exceed the amount set forth in Section 8. Such Bonds shall be general obligations of the District, payable as to Principal and interest from ad valorem taxes to be levied upon all of the taxable property within the Improvement District without limitation as to rate or amount (except certain personal property which is taxable at limited rates). The Bonds shall be designated “2019 General Obligation Refunding Bonds of School Facilities Improvement District No. 2002-1 of the Poway Unified School District” with such additional series designations as may be necessary or advisable in order to market the Bonds, as set forth in the Bond Purchase Agreement. The Bonds shall be subject to redemption as further set forth in the Bond Purchase Agreement, pursuant to this Resolution.

(b) The forms of the Bonds shall be substantially in conformity with the standard forms of registered school district bonds, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

(c) Principal, premium, if any, and interest with respect to any Bond are payable in lawful money of the United States of America. Principal and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 14. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof. The Bonds shall be dated and shall mature on the dates, in the
years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Bond Purchase Agreement.

(b) Interest on each Bond shall accrue from its dated date as set forth in the Bond Purchase Agreement. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date to the Nominee, and in the event that the book-entry-only system is discontinued, by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of $1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 15. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial issuance, the ownership of each such Bond certificate shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond certificate shall bear a legend substantially to the following effect: “UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any redemption notice, (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or
The District may treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on, such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on, the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word “Nominee” in this Resolution shall refer to such new nominee of the Depository.

(b) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Superintendent within 90 days after the District receives notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the Superintendent shall issue new bonds representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the Superintendent shall execute and deliver certificates representing the Bonds as provided below. Certificated securities issued in exchange for book-entry securities pursuant to this subsection shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The Superintendent shall then deliver certificated securities representing the new bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully-registered book-entry security for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(c) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(d) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 16. Execution of the Bonds.

(a) The Bonds shall be executed in the name of the District by the manual or facsimile signature of the President of the Board and the manual or facsimile signature of the Secretary or the Clerk of the Board or by a deputy of either of such officers. In case any one or more of the officers who shall
have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed and sealed by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 17. Transfer and Exchange. The transfer of any Bond may be registered upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether the Principal, premium, if any, or interest with respect to such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity and Transfer Amount of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 18. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount, series and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may
be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur the Paying Agent may incur the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 19. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

SECTION 20. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first class mail, postage prepaid, after a date in said notice, which date shall not be less than 90 days prior to the date of such payment, to the effect that said money has not been claimed and that after a date named therein, any unclaimed balance of said money then remaining will be transferred to the general fund of the District. Thereafter, the Owners of such Bonds shall look only to the general fund of the District for payment of such Bonds.

SECTION 21. Payment and Security for the Bonds. The Board of Supervisors shall annually at the time of making the levy of taxes for County purposes, levy a continuing direct ad valorem tax for the Fiscal Year upon the taxable property within the Improvement District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates) in an amount at least sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal of and interest on each Bond as each becomes due and payable in the next succeeding Bond Year. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The District hereby pledges as security for the Bonds and the interest thereon, all revenues from the property taxes collected from the aforementioned levy and the amounts on deposit in the District’s Debt Service Fund, including the interest earnings thereon (the “Pledged Moneys”). The foregoing pledge is an agreement between the District and the owners of the Bonds to provide security for the Bonds in addition to any statutory lien that may exist. The County shall deposit or cause to be deposited in the District’s Debt Service Fund, the proceeds from the levy of the aforementioned tax that the County receives and all interest earnings thereon. The Pledged Moneys shall be used to pay the Principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable. THE BONDS ARE THE GENERAL OBLIGATIONS OF THE DISTRICT ON BEHALF OF THE IMPROVEMENT DISTRICT AND DO NOT CONSTITUTE AN OBLIGATION OF THE COUNTY EXCEPT AS PROVIDED IN THIS RESOLUTION. NO PART OF ANY FUND OR ACCOUNT OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT
OF THE BONDS OR THE INTEREST THEREON. OTHER THAN THE PLEDGED MONEYS, NO FUNDS OR ACCOUNTS OF THE DISTRICT ARE PLEDGED TO PAYMENT OF THE BONDS.

SECTION 22. Debt Service Fund.

(a) The District shall deposit or cause to be deposited any accrued interest and any proceeds of the Bonds not applied towards payment of the Costs of Issuance or deposited into the escrow fund pursuant to the Escrow Agreement in the fund established and designated as the “2019 General Obligation Refunding Bonds Debt Service Fund of School Facilities Improvement District No. 2002-1 of the Poway Unified School District” (the “Debt Service Fund”) to be administered by the County and used only for the payment of the Principal of, premium, if any, and interest on the Bonds.

(b) All Pledged Moneys shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

(c) The County shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest due on the Bonds (collectively, the “Debt Service”) on each Interest Payment Date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(d) Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the general fund of the District.

SECTION 23. RESERVED.

SECTION 24. Payment of Costs of Issuance. The District may pay, or cause to be paid, Costs of Issuance using proceeds of the Bonds as provided in the Bond Purchase Agreement.

SECTION 25. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the County Office of Education may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 26. Redemption. The Bonds shall be subject to redemption as provided in the Bond Purchase Agreement.

SECTION 27. Selection of Bonds for Redemption. Whenever provision is made in this Resolution or in the Bond Purchase Agreement for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct, or, in the absence of such direction, in inverse order of maturity within a series. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple.

SECTION 28. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Bond Purchase Agreement, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole)
which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, as appropriate, of such Bond to be redeemed, (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part and (h) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least twenty (20) but not more than sixty (60) days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register. Notice of redemption may be given on a conditional basis in contemplation of a refunding of the Bonds.

(b) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of the notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(c) In the event that the Bonds shall no longer be held in book-entry only form, at least two days before the date of notice required by clause (a) of this Section, such Redemption Notice shall be given by (i) first class mail, postage prepaid, or (ii) overnight delivery service, to the Municipal Securities Rulemaking Board.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by series and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 29. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 30. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for the payment of their redemption price, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided hereunder, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be
redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 31. **Right to Rescind Notice.** The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

SECTION 32. **Paying Agent, Appointment and Acceptance of Duties.**

(a) The Board hereby consents to and confirms the appointment of the Treasurer to act as Paying Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 33. **Liability of Paying Agent.** The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 34. **Evidence on Which Paying Agent May Act.** The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 35. **Compensation.** The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Paying Agent be required to expend its own funds hereunder. The fees and expenses of the Paying Agent not paid from the proceeds of the sale of the Bonds shall be paid each year from the Debt Service Fund, insofar as permitted by law, including specifically by Section 15232 of the Education Code.
SECTION 36. **Ownership of Bonds Permitted.** The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 37. **Resignation or Removal of Paying Agent and Appointment of Successor.**

(a) The Paying Agent initially appointed hereunder may resign from service as Paying Agent and the Superintendent may remove such Paying Agent or any subsequent Paying Agent as provided in the respective Paying Agent’s service agreement. Without further action by the District, if at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which, if not the County, shall be a bank or trust company doing business in and having a corporate trust office in San Francisco or Los Angeles, California, with at least $50,000,000 in net assets. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.

SECTION 38. **Investment of Certain Funds.** Moneys held in all funds and accounts established hereunder shall be invested and reinvested by the Treasurer in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds or accounts. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States. All investment earnings on amounts on deposit in the Excess Earnings Fund and the Debt Service Fund shall remain on deposit in such funds.

Earnings on the investment of moneys in the Debt Service Fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of interest, principal, and premium, if any, on Bonds of the District.

All funds held in the Debt Service Fund of the District shall be invested at the sole discretion of the Treasurer of the County. Proceeds of the Bonds held by the Treasurer shall be invested at the Treasurer’s sole discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. The Treasurer is hereby authorized and requested to invest any or all funds held hereunder at the Treasurer’s discretion pursuant to law and the investment policy of the County, both of which may be amended or supplemented from time to time, and in other investments, defined as permitted investments, in the Official Statement. In addition, to the extent permitted by law (a) at the written request of an authorized officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District in Authorized Investments (b) at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, the Treasurer shall deposit any investment of all or any portion of the building fund of the District made pursuant to Education Code Section 41015 in accordance with the instructions of the Authorized Officer and Education Code Section 41016.

SECTION 39. **Valuation and Sale of Investments.** Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account.
SECTION 40. Supplemental Resolutions With Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that if a Bond Insurance Policy is in effect, and provided that the Bond Insurer, if any, complies with its obligations thereunder, the Bond Insurer shall be deemed to be the sole Owner of the Bonds for purposes of this sentence. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification thereof or hereof. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 41. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the County or the District in this Resolution, other covenants and agreements to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County or the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution;

(e) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners.

SECTION 42. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

SECTION 43. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:
(a) by well and truly paying or causing to be paid the Principal of and interest on all Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Paying Agent, in trust, at or before maturity, cash which is fully sufficient to pay all Bonds Outstanding on their redemption date or at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent hereunder, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent hereunder and the obligation of the District to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 44. Bond Insurance. All or a portion of the Bonds may be sold with bond insurance or other form of credit enhancement, if the Superintendent or any Authorized Officer, in consultation with the Underwriter and the Financial Advisor, determines that the savings to the District resulting from the purchase of such bond insurance exceeds the cost thereof.

SECTION 45. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the terms of the Continuing Disclosure Agreement. Any Underwriter, any Owner or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Agreement.

SECTION 46. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

SECTION 47. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby. The Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the ad valorem taxes lawfully levied to pay the Principal of or interest on the Bonds.
SECTION 48. Indemnification of County. The District shall indemnify the County, its officers, agents and employees against any and all losses, claims, actions, suits, judgments, demands, damages, liabilities and expenses (including attorney fees and costs of investigation) of any nature arising out of any action or inaction of the District with respect to the issuance of the Bonds.

The foregoing resolution was, on the 12th day of September, 2019, adopted by the Board of Education of the Poway Unified School District at a regular meeting 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.

Ginger Couvrette, Clerk of the Board of Education
EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA STATE OF CALIFORNIA

2019 GENERAL OBLIGATION REFUNDING BONDS
OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2002-1
OF THE POWAY UNIFIED SCHOOL DISTRICT

$_________________ No. _____

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>___%</td>
<td>August 1, 20__</td>
<td>___________, 2019</td>
<td></td>
</tr>
</tbody>
</table>

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Poway Unified School District (the “District”) of San Diego County, State of California, on behalf of School Facilities Improvement District No. 2002-1 (the “Improvement District”), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner set forth above the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the dated date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the interest rate set forth above. Interest on this Bond is payable on [February 1, 2020], and semiannually thereafter on the first day of February and August (each, an “Interest Payment Date”) in each year to the registered owner hereof from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a “Record Date”) and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on [January 15, 2020], in which event it shall bear interest from its date; provided, however, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment). The Principal Amount hereof is payable at the
office of the Treasurer-Tax Collector of San Diego County, California, as paying agent (the “Paying Agent”), in San Diego, California. The interest hereon is payable by check or draft mailed by first class mail to each registered owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date.

The Bonds of this issue are comprised of $___________ Principal Amount. This Bond is issued by the District, on behalf of the Improvement District, under and in accordance with the provisions of Section 53550 et seq. of the California Government Code (the “Act”) and pursuant to a resolution adopted by the Board of Education of the District on September ___, 2019 (the “Resolution”). Reference is hereby made to the Resolution, a copy of which is on file at the office of the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the registered owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the registered owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds are refunding certain general obligation refunding bonds issued by the District on behalf of the Improvement District (the “Refunded Bonds”) that refunded a prior issue of general obligation bonds that were authorized by a vote of more than 55% of the qualified electors of the District located within the Improvement District voting on the proposition at a general election held therein to determine whether such bonds should be issued.

This Bond is a general obligation of the District, payable as to both Principal and interest from ad valorem taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property within the Improvement District. Neither the payment of the Principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

This Bond is issued in fully registered form and is nonnegotiable. Registration of this Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.
The Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption, in part by lot, on August 1 in each of the years and in the principal amounts set forth in the following schedule, at a redemption price of par, plus accrued interest to the date fixed for redemption:

<table>
<thead>
<tr>
<th>Mandatory Sinking Fund Payment Date (August 1)</th>
<th>Mandatory Sinking Fund Payment</th>
</tr>
</thead>
</table>

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the registered owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; (5) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds; or (6) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the Principal Amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Education Code of the State and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act and of the Constitution of the State of
California, and that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by law.

IN WITNESS WHEREOF, Poway Unified School District has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Education of the Poway Unified School District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the Poway Unified School District.

POWAY UNIFIED SCHOOL DISTRICT,
on behalf of its School Facilities Improvement
District No. 2002-1

By:______________________________
   President of the Board of Education

Countersigned:

By:______________________________
   Secretary of the Board of Education

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of Poway Unified School District.

DATED: ________, 2019

TREASURER-TAX COLLECTOR OF THE
COUNTY OF SAN DIEGO, as Paying Agent

By: ______________________________
   Authorized Officer
FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: ______________________________________
Address for Payment of Interest: ___________________________
_______________________________________________________
Social Security Number or other Tax Identification No.:          
_______________________________________________________

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

________________________
Registered Owner

Dated: _____________________

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

________________________
Signature guaranteed

[Bank, Trust Company or Firm]

By _______________________
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock exchange or a commercial bank or trust company.
EXHIBIT B

DISCLOSURE OF SPECIFIED INFORMATION

1. Estimated True Interest Cost of the Bonds: 2.20%

2. Estimated Finance Charge, i.e., the sum of all fees and charges paid to third parties: $330,000

3. Estimated amount of proceeds to be received by the District, less Finance Charge, reserves and capitalized interest: $30,470,023

4. Estimated total debt service to maturity, including any Finance Charge not paid with proceeds of the Bonds (if any): $34,237,668
EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

[See Separate document on file with the District]
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Ron Little  AGENDA ITEM: 7.5
Staff Support: Chad Koster

SUBJECT: AUTHORIZATION TO EXECUTE THE FIRST AMENDMENT TO THE FINAL GUARANTEED MAXIMUM PRICE FOR THE OAK VALLEY MIDDLE SCHOOL CLASSROOM ADDITION

RECOMMENDATION:

Authorize the execution of the First Amendment to the Construction Services, Sublease and Site Lease Agreements to approve the Final Guaranteed Maximum Price (GMP) for the Oak Valley Middle School Classroom Addition in the amount of $7,497,294.

DISCUSSION/PROGRAM:

At the November 8, 2018, Board meeting, the Board of Education approved the lease-build construction methodology, lease-build contract documents, and the preliminary Guaranteed Maximum Price (GMP) of $5,070,000 for the Oak Valley Middle School Classroom Addition project. The preliminary estimated GMP was based on the initial building concept, prior to final design and competitive bidding of construction trades.

The purpose of the First Amendment is to modify the lease-build contract documents to reflect the Final GMP of $7,497,294. The increase to the Final GMP is due to several factors including: increased scope related to the change from one-story four classroom building to a two-story eight classroom building; additional costs associated with installing four temporary classrooms; additional upgrades to the existing campus to meet Americans with Disabilities (ADA) requirements as dictated by the Division of the State Architect (DSA); and significant general increases in construction costs.

Included in the GMP is a 6% contingency of $348,998, split evenly between the District and contractor. Use of these funds must be approved by the District and any remaining funds will remain with the District. The GMP also includes $158,730 option for shade structures and $260,561 for Phase I installation of portable classrooms.

LEGAL REFERENCE: California Education Code Section 17402 and 17406, Government Code Section 53060

FISCAL IMPACT: $7,497,294 from Community Facilities District Funds
Total Project Budget: $8,900,000 from Community Facilities District Funds

MOVED BY: ___________________________  SECONDED BY: ___________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
FIRST AMENDMENT TO
SITE LEASE, SUBLEASE, AND CONSTRUCTION SERVICES AGREEMENT
FOR THE
OAK VALLEY MIDDLE SCHOOL NEW CLASSROOM BUILDING PROJECT

THIS FIRST AMENDMENT is made and entered into this 12th day of September, 2019, by and between the POWAY UNIFIED SCHOOL DISTRICT, a California School District organized and existing under the laws of the State of California (hereinafter referred to as the “District”), and BALFOUR BEATTY CONSTRUCTION, INC., a corporation organized and operating under the laws of the State of California (hereinafter referred to as the “Contractor”).

RECITALS

WHEREAS, the District and the Contractor entered into a Lease-Leaseback contract consisting of a Construction Services Agreement, a Site Lease and Sublease on or about December 4, 2018, collectively, the “LLB Contract Documents”), for the Oak Valley Middle School New Classroom Building Project (hereinafter referred to as the “Project”); and

WHEREAS, the LLB Contract Documents provide that they may be amended, altered or changed by a written agreement signed by both the District and the Contractor; and

WHEREAS, the District and the Contractor have determined that additional modifications to the LLB Contract Documents are now necessary due to the establishment of a mutually agreed upon Final Guaranteed Maximum Price (“Final GMP”) and the identification of additional Project work associated with the Oak Valley Middle School New Classroom Building (“Additional Work”); and

WHEREAS, the District and the Contractor desire to amend the LLB Contract Documents to reflect the Final GMP and incorporate the Additional Work.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The District and Contractor mutually desire to amend the LLB Contract Documents, as follows:

A) The “Final GMP” for the Project shall be Seven Million, Four Hundred Ninety-Seven Thousand, Two Hundred and Ninety-Four And No/100 Dollars ($7,497,294) for the work on the Project as further described in Final GMP Breakdown attached hereto as Exhibit “A”. The Contingency Fund shall established a part of the GMP as described in Section 4 of the Construction Services Agreement and in the amount set forth in Exhibit “A” hereto.

B) The Additional Work as further described/depicted in Exhibit “B” hereto is hereby incorporated into the Project and the LLB Contract Documents and shall be performed by the Contractor in accordance with all other provisions of the
LLB Contract Documents and applicable law as part of the Final GMP for the Project set forth herein.

C) The provisions of the Site Lease and Sublease shall be amended to be consistent with the Final GMP set forth above, including, but not limited to extending the Term of those Agreements commensurate with the Final GMP set forth herein. 

Lease term shall be a total of Fifty (50) months.

2. In accordance with the LLB Contract Documents, this First Amendment shall only be effective upon the execution by both the District and the Contractor.

3. This First Amendment to the LLB Contract Documents may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. If any provision of this First Amendment to the LLB Contract Documents shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

5. This First Amendment to the LLB Contract Documents shall affect only the sections referred to herein and supersedes any previous amendments to such sections. All other terms and conditions of the LLB Contract Documents between the District and the Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this First Amendment to LLB Contract Documents, as of the day and year first above written.

POWAY UNIFIED SCHOOL DISTRICT     BALFOUR BEATTY CONSTRUCTION, INC.

By: ______________________________                     By: ______________________________
Name: ______________________________                 Name: ______________________________
Title: ______________________________                 Title: ______________________________
Date: ______________________________                 Date: ______________________________
EXHIBIT “B”

Additional Work Description/Depiction

Construction Services Agreement dated 12/4/2018 with area referenced for Amendment change or clarification:

1. Final Scope of Work Exhibit A page A-1
   Final scope of work is defined in the DSA approved plans, specifications, and documents dated July 29, 2019. The original scope of a one (1) story, four class building into a two (2) story, eight classroom building. There is also an addition of five (5) free standing pre-approved DSA shade structures.

2. Owner Controlled Contingency section 4 A item 1 page 5
   Owner controlled contingency shall remain at 3%. Contractor Contingency is not prescribed in the Agreement.

3. Time of Completion section 11 A page 14
   The schedule, final contract time, and liquidated damages shall be confirmed herein.
   
   A. Schedule: Attached herein. District recognizes and accepts the Contractor schedule dated July 29, 2019 reflecting the respective start and finish dates of 7/18/2019 and 7/21/2020. All other terms in the Agreement shall prevail unless specifically identified in this Amendment.
   
   B. Liquidation damages for the new classroom building shall prevail at $2,500 per calendar day until project achieves substantial completion. Contractor shall receive fourteen (14) calendar days to complete Owner–Architect issued punch list items and thirty (30) calendar days to complete off site project close out. Failure to meet punch list and close out durations will incur a $250 per day penalty plus any additional fees for inspector of record time.

4. Personnel Assignment section 13 A page 18
   A. Clarification: Agreement and Contractor’s response to the RFP recognizes the Contractor’s general conditions. Contractor general condition fees shall be adjusted for labor &/or materials not provided.

Sublease Agreement dated 12/4/2018 with area referenced for Amendment change or clarification:

5. Term of the Sublease Section 3 page 2
   A. The term of the sublease commences on the Effective date and terminates Fifty (50) months following the Effective date, unless sooner terminated as hereinafter provided.

Sublease Payments Section 7 page 6
A. District shall pay Lessor lease payments (the “Sublease Payments”) in the amount of One Hundred, Fifty Thousand Dollars ($150,000) on the first day of each month for Forty-nine (49) months, and One Hundred and Forty-Seven Thousand, Two Hundred and Ninety-Four ($147,294) in month Fifty (50). All other lease terms to remain.

Site Lease Agreement dated 12/4/2018 with area referenced for Amendment change or clarification:

7. Term of the Site Lease Section 3 page 2
   A. The term of the site lease commences on the Effective date and terminates Fifty (50) months following the Effective date, unless sooner terminated as hereinafter provided.
TO: BOARD OF EDUCATION
FROM: Carol Osborne
Staff Support: James Dayhoff

AGENDA ITEM: 8.1

SUBJECT: RATIFICATION OF STIPULATED AGREEMENT FOR
STUDENT EXPULSION

RECOMMENDATION:

Approve and ratify the Stipulated Agreement for expulsion in the case number listed below.

DISCUSSION/PROGRAM:

Case Number 2019-2020.01
A twelfth grade student and parent entered into a Stipulated Agreement in lieu of appearing before an Administrative Hearing Panel for violation of Education Code Sections 48900 and 48915. The Stipulated Agreement recommends that the student be expelled for the remainder of the first semester of the 2019-2020 school year and the second semester of the 2019-2020 school year. The Stipulated Agreement further states that the student be referred to the San Diego County Office of Education (SDCOE) Community School Program.

LEGAL REFERENCE: California Education Code Section 48900 and 48915

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

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

FROM: Carol Osborne
Staff Support: James Dayhoff

AGENDA ITEM: 8.2

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 2016-2017.31
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. The student has been placed at Mt. Carmel High School.

Case Number 2017-2018.21
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. The student has been placed at Del Norte High School.

Case Number 2018-2019.02
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. The student has been placed at Del Norte High School.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

Continued…
**Case Number 2018-2019.05**
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. The student has been placed at Westview High School.

**Case Number 2018-2019.08**
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. The student has been placed at Rancho Bernardo High School.
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Carol Osborne  AGENDA ITEM: 8.3
Staff Support: Beth Perisic

SUBJECT: PUBLIC HEARING AND APPROVAL OF RESOLUTION NO. 03-2020 ENTITLED "SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR 2019-2020"

RECOMMENDATION:

Approve, following a public hearing, Resolution No. 03-2020, determining that Poway Unified School District has sufficient instructional materials for 2019-2020.

DISCUSSION/PROGRAM:

California Education Code Section 60119 requires that each governing board of a school district hold a public hearing by the eighth week of school to make a determination, through a resolution, that every pupil has sufficient textbooks/instructional materials in the four core areas aligned to the academic content standards and consistent with textbook adoption cycles and state frameworks, grades TK through 12. The Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient instructional materials and availability of science laboratory equipment as applicable to grades 9-12 science laboratory courses.

LEGAL REFERENCE: CA Education Code Section 60119

FISCAL IMPACT: N/A

MOVED BY: ____________________________  SECONDED BY: ____________________________

VOTE: BEATTY ____ COUVRETTE ____ O’CONNOR-RATCLIFF ____ PATEL ____ ZANE ____  STUDENT PREFERENTIAL VOTE: AKINS ____
Poway Unified School District

RESOLUTION NO. 03-2020

SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR 2019-2020

On motion of Member ____________________________________________, seconded by Member
___________________________________________, the following resolution is adopted:

WHEREAS, in order to receive state instructional materials funds, the Governing Board
is required by California Education Code Section 60119 to hold a public hearing and adopt a
resolution by the eighth week of the school year, determining that every pupil, including English
learners, has sufficient textbooks or instructional materials in each of the following subjects that
are consistent with the content and cycles of the curriculum framework adopted by the State
Board of Education for grades TK through 12: mathematics, science, history-social science,
reading/language arts; and

WHEREAS, as part of the required hearing, the Governing Board must also make a
written determination as to whether each pupil enrolled in a foreign language or health course
has sufficient textbooks or instructional materials that are aligned to the academic content
standards and consistent with the content and cycles of the curriculum frameworks adopted by
the state board for those subjects; and

WHEREAS, the Governing Board shall also determine the availability of laboratory
science equipment as applicable to science laboratory courses offered in grades 9 to 12 inclusive;
and

WHEREAS, “sufficient textbooks or instructional materials,” means that each pupil,
including English learners, has a textbook or instructional materials, or both, to use in class and
to take home. This does not require two sets of textbooks or instructional materials for each
pupil. Instructional materials may be printed or non-printed, and may include textbooks and
technology-based materials.

THEREFORE, BE IT RESOLVED that the Governing Board hereby determines, as
required by California Education Code Section 60119, that the school district has sufficient
instructional materials for each pupil enrolled in the following areas:

1. Mathematics
2. Science
3. History-Social Science
4. Reading-Language Arts, including the English language development component of
   an adopted program
5. Health
6. Foreign Language
BE IT FURTHER RESOLVED that there is available science laboratory equipment for students in science laboratory courses offered in grades 9 to 12.

PASSED AND ADOPTED by the Governing Board on September 12, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA   )
COUNTY OF SAN DIEGO  )

I, Dr. Darshana Patel, President of the Governing Board, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly-called and conducted meeting held on September 12, 2019.

Dr. Darshana Patel, President of the Governing Board
FROM: Carol Osborne
Staff Support: Beth Perisic and David MacMartin

TO: BOARD OF EDUCATION

MEETING DATE: September 12, 2019

AGENDA ITEM: ___ 8.4

SUBJECT: PROPOSED ADOPTION OF HIGH SCHOOL AND MIDDLE SCHOOL SCIENCE TEXTBOOKS - FIRST READING

RECOMMENDATION:

First reading.

DISCUSSION/PROGRAM:

The textbooks listed below are actually defined as flexbooks and are being presented to the Board of Education tonight for a first reading. The proposed flexbooks have been curated and reviewed by representative teachers and have been found to be in alignment with subject-specific California State Standards. These flexbooks represent our District’s first adoption of Open Education Resources. Pending adoption, each of the texts below will become part of a library of free online digital science resources.

A traditional textbook adoption for these three courses would typically cost approximately $1,420,931. Utilizing Open Educational Resources allows annual updates and results in a cost savings of approximately $597,831.

The flexbooks are available for examination online and print copies are also on display in the Administration Center. A request for formal approval will be submitted at the October 10, 2019, Board Meeting.

LEGAL REFERENCE: California Education Code Section 60242

FISCAL IMPACT:

8th Grade Integrated Science: $4,000 in Lottery Funding
Biology of the Living Earth: $4,000 in Lottery Funding
Physics in the Universe: $800 in Lottery Funding
Chromebooks and Carts: $814,300 in Unrestricted Funding

MOVED BY: ___________________________  SECONDED BY: ___________________________

VOTE:  Beatty ___  Couvrette ___  O’Connor-Ratcliff ___  Patel ___  Zane ___  Student Preferential Vote: Akins ___
<table>
<thead>
<tr>
<th>Course</th>
<th>Flexbook Title and Publisher</th>
</tr>
</thead>
<tbody>
<tr>
<td>8th Grade Integrated Science</td>
<td>PUSD 8th Grade Integrated Science, 2.0 Version 1</td>
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<td>CK-12</td>
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<td></td>
<td>Jean Brainard, Ph.D.</td>
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<td>Dana Desonie, Ph.D.</td>
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<td></td>
<td>Jessica Harwood, M.S.</td>
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<td></td>
<td>Douglas Wilkin, Ph.D.</td>
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<td></td>
<td>Barbara Akre</td>
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<tr>
<td></td>
<td>Dr. Milt Huling</td>
</tr>
<tr>
<td>Biology of the Living Earth</td>
<td>PUSD HS Biology, 2.0 Version 1</td>
</tr>
<tr>
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<td>CK12</td>
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<td></td>
<td>Jean Brainard, Ph.D.</td>
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<td>Physics in the Universe</td>
<td>PUSD HS Physics, 2.0 Version 1</td>
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</table>
TO: BOARD OF EDUCATION  
MEETING DATE: September 12, 2019

FROM: Carol Osborne  
Staff Support: Beth Perisic and David MacMartin

AGENDA ITEM: 8.5

SUBJECT: PROPOSED ADOPTION OF NEW HIGH SCHOOL COURSES - FIRST READING

RECOMMENDATION:
First reading.

DISCUSSION/PROGRAM:

The revised course descriptions and titles listed below are being presented to the Board of Education tonight for a first reading. These course revisions are the result of ongoing efforts to align new California Next Generation Science Standards and Standards of Science and Engineering Practices into our high school Science offerings. Upon approval from the Board, the new course titles and descriptions will be submitted to the University of California for “d” Science credit.

**Biology of the Living Earth 1-2** is a laboratory-based college preparatory course that integrates the high school Life Science (LS), Earth and Space Science (ESS), and Engineering, Technology, and Applications of Science (ETS), Performance Expectations (PE) from the California Next Generation Science Standards (NGSS). The fundamental concepts necessary to understand biology have been selected from the Disciplinary Core Ideas (DCIs) of NGSS. These core ideas form the basic biological content for investigating complex real world ideas and problems. Students employ two general tools in their investigation activities: Cross Cutting Concepts (CCCs), and Science and Engineering Practices (SEPs). Students will use CCCs to make connections across seemingly disparate biological disciplines, and to connect new learning to prior experiences. Throughout the course, students will investigate with activities, experiments, demonstrations, discussions, and observations of real-world phenomena and the evaluation and analysis of published materials.

**Physics in the Universe 1-2** is a laboratory-based college preparatory course that integrates the high school Physical Science (PS), Earth and Space Science (ESS), and Engineering, Technology, and Applications of Science (ETS), Performance Expectations (PE) from the California Next Generation Science Standards

LEGAL REFERENCE: California Education Code Section 51014

FISCAL IMPACT: None
The fundamental concepts necessary to understand physics have been selected from the Disciplinary Core Ideas (DCIs) of NGSS. These core ideas form the basic physics content for investigating complex real world ideas and problems. Students employ two general tools in their investigation activities: Cross Cutting Concepts (CCCs), and Science and Engineering Practices (SEPs). Students will use CCCs to make connections across seemingly disparate physics disciplines, and to connect new learning to prior experiences. SEPs guide the investigative approach to physics phenomena all the way from a student’s introduction, to the exploration, and the formative and culminating student assessments. Students encounter physics through real world phenomena to heighten relevance and to emphasize that physical laws are used to describe, explain, and make predictions about the physical universe.
TO: BOARD OF EDUCATION
FROM: Greg Mizel

MEETING DATE: September 12, 2019
AGENDA ITEM: 9.1

Staff Support:

SUBJECT: APPROVAL OF RESOLUTION NO. 07-2020 ENTITLED "DYSLEXIA AWARENESS MONTH OCTOBER 2019"

RECOMMENDATION:

Approve Resolution No. 07-2020 proclaiming October 2019 "Dyslexia Awareness Month".

DISCUSSION/PROGRAM:

The Poway Unified School District is committed to creating conditions and culture that support world-class learners. That commitment includes that the interventions and accommodations determined to be evidence-based are available to all students, including students with Dyslexia. The District is further committed to continuing to research and explore the best practices available to ensure the academic success of students facing the challenges of Dyslexia.

The District is proud to join the California Department of Education and Districts statewide in designating October as “Dyslexia Awareness Month” wherein it commits to providing early assessment and the ongoing interventions needed to support the academic success of all students, including those with Dyslexia.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
POWAY UNIFIED SCHOOL DISTRICT
Resolution 07-2020

Designates October, 2019 “Dyslexia Awareness Month”

On motion of Member _________________________________, seconded by Member
_________________________________________, the following resolution is adopted:

Whereas, Dyslexia is defined as an unexpected difficulty in reading for an individual who is expected to be a
much better reader;

Whereas, Dyslexia is a difficulty in identifying the individual sounds of spoken language, which then affects the
ability of an individual to speak, read, spell, and often, learn a language;

Whereas, Dyslexia is the most common learning disability and affects 80 to 90 percent of all individuals with a
learning disability;

Whereas, An individual with dyslexia may have weakness in decoding or reading fluency and strength in higher
level cognitive functions, such as reasoning, critical thinking, concept formation, or problem solving;

Whereas, Great progress has been made in understanding dyslexia on a scientific level, including the
epidemiology and cognitive and neurobiological bases of dyslexia;

Whereas, Early diagnosis of dyslexia is critical to ensure individuals with dyslexia receive focused, evidence
based intervention allowing the promotion of self-awareness and self-empowerment and the provision of
necessary accommodations to ensure school and life success;

Whereas, The California State Parent Teacher Association (PTA) recognizes dyslexia has significant
educational implications that need to be addressed by public schools and school districts; and
the California State Senate has adopted Resolution 275 recognizing and designating October, 2015 as “National
Dyslexia Awareness Month”.

Whereas, The Board of Education of the Poway Unified School District is committed to creating the conditions
and culture that supports world class learners and is committed to improve the understanding of dyslexia and its
warning signs, appropriate evidence-based structured literacy instruction, and appropriate classroom
accommodations and modifications; now, therefore, be it

Now, Therefore, be it Resolved, That the Board of Education of the Poway Unified School District, recognizes
that dyslexia has significant educational implications that must be addressed, and designates October 2019 as
“Dyslexia Awareness Month.”

PASSED AND ADOPTED on September 12, 2019, 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.
Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION

FROM: Greg Mizel

Staff Support:

SUBJECT: APPROVAL OF RESOLUTION NO. 04-2020 ENTITLED "CHARACTER COUNTS! AND RED RIBBON WEEK FOR ALCOHOL, TOBACCO, AND OTHER DRUGS PREVENTION"

RECOMMENDATION:

Approve Resolution No. 04-2020 proclaiming October 21-25, 2019 as Character Counts! And Red Ribbon Week for Alcohol, Tobacco, and Other Drugs Prevention.

DISCUSSION/PROGRAM:

This resolution is being presented tonight to the Board of Education as part of the District’s participation in Character Counts! And Red Ribbon Week for Alcohol, Tobacco, and Other Drugs Prevention. The themes for this year are “Send a Message. Stay Healthy.” for our District’s elementary schools and “Send a Message. Stay Drug Free.” for our District’s middle and high schools. Red ribbons will be distributed to all elementary school sites for students to wear in support of a healthy and responsible lifestyle. Middle school students will receive wristbands. In addition, there will be campus-wide activities at all of our elementary, middle, and high schools.

Many thanks to our Partner in Education and Sponsor, Aurora Behavioral Health Care, for underwriting the cost of red ribbons for the elementary students.

We wish to express our appreciation to the Poway City Council for creating a proclamation in support of the community-wide celebration of Character Counts! And Red Ribbon Week.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
RESOLUTION NO. 04-2020

CHARACTER COUNTS! AND RED RIBBON WEEK FOR ALCOHOL, TOBACCO, AND OTHER DRUGS PREVENTION

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

WHEREAS, we, the members of the Board of the Poway Unified School District, endorse the “Six Pillars of Character” - trustworthiness, respect, responsibility, fairness, caring, and citizenship - as a strategic framework for developing good character; and

WHEREAS, we believe that character education goals can be best achieved when families, schools, businesses, and community organizations serving our youth collaborate and work in concert; and

WHEREAS, we recognize that student support and participation in character education and alcohol, tobacco, and other drugs (ATOD) prevention efforts have included Red Ribbons and wristbands to help ensure that each student will be a productive, responsible, and an ATOD-free learner and citizen; and

WHEREAS, we have previously made a commitment to reduce or prevent abuse of alcohol, tobacco, and other drugs; and

WHEREAS, we recognize the societal costs of violence often caused by such abuse; and

WHEREAS, we recognize the physical, psychological, and emotional distress of victims and others affected by those who commit crimes to acquire these substances while under the influence of these substances; and

WHEREAS, we further recognize the especially harmful and destructive effects that adult alcohol and drug use has on the youth of this community, including alienation and unfulfilled potential.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Education of the Poway Unified School District, having realized the importance of character education and alcohol, tobacco, and other drugs prevention programs, that we do declare the week of October 21 to October 25 as Character Counts! And Red Ribbon Week; and

BE IT FURTHER PROCLAIMED that all citizens and organizations of goodwill should join in the prevention effort by coming together and working to face the challenges of creating a healthier community through prevention and intervention programs and embrace the six pillars of character.

PASSED AND ADOPTED on September 12, 2019, 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.

Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION

FROM: Greg Mizel
Staff Support: Cindy Hicks

MEETING DATE: September 12, 2019

AGENDA ITEM: 9.3

SUBJECT: APPROVAL OF RESOLUTION NO. 14-2020 ENTITLED "NATIONAL SUICIDE PREVENTION AWARENESS MONTH SEPTEMBER 2019"

RECOMMENDATION:

Approve Resolution No. 14-2020 proclaiming September 2019 "National Suicide Prevention Awareness Month".

DISCUSSION/PROGRAM:

The Poway Unified School District is committed to creating conditions and culture that support world-class learners. That commitment includes that the interventions and accommodations determined to be evidence-based are available to all students, including those who struggle with mental health issues and may even struggle with suicide ideation. The District is further committed to continuing to research and explore the best practices available to ensure student wellness. We recognize that in order to inspire passion, and prepare all students to be college, career, and life ready, we must diligently attend to meeting our students’ social and emotional needs.

The District is proud to join the California Department of Education and Districts statewide in designating September as “National Suicide Prevention Awareness Month.”

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: ________________________  SECONDED BY: ________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___  STUDENT PREFERENTIAL VOTE: AKINS ___
Poway Unified School District

RESOLUTION NO. 14-2020

NATIONAL SUICIDE PREVENTION AWARENESS MONTH

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

WHEREAS, September is National Suicide Prevention Awareness Month, a month in which we highlight the topic of suicide and work to ensure students, parents, employees and community members are both informed about the topic of suicide and appropriately resourced to help prevent it.

WHEREAS, Suicidal thoughts can affect anyone regardless of age, gender, ethnicity or background; and

WHEREAS, Suicide is the second leading cause of death among young people; and

WHEREAS, The Poway Unified School District publicly acknowledges the importance of social, emotional learning as a means of preventing suicide, placing our full support behind the people who help meet the needs of students in varying degrees of crisis each and every day: teachers, mental healthcare professionals, school counselors, school psychologists, student support services personnel, instructional assistants, athletic coaches, and parents; and

WHEREAS, Local and national organizations like the Yellow Ribbon Program are on the front lines of a battle to engage community members in thoughtful dialogue that many are still uncomfortable participating in; and

WHEREAS, The youth of our community need to understand and be reminded that we are all fighting our own personal battles; and

WHEREAS, We encourage all residents in the community we serve to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Education of the Poway Unified School District, that we do declare the month of September 2019 as National Suicide Prevention Awareness Month.

PASSED AND ADOPTED on September 12, 2019, 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.

Ginger Couvrette, Clerk of the Board of Education
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps
Staff Support: Christine Paik

MEETING DATE: September 12, 2019
AGENDA ITEM: 11.1

SUBJECT: APPROVAL OF THE POWAY UNIFIED SCHOOL DISTRICT VISION, MISSION, AND BOARD GOALS

RECOMMENDATION:

Approve the Poway Unified School District Vision, Mission, and Board Goals as presented.

DISCUSSION/PROGRAM:

On Thursday, August 22, 2019, the Board of Trustees, Cabinet, and the Superintendent participated in a Board Workshop to update PUSD’s Vision and Mission statements, as well as the 2019 Board Goals. PUSD’s current Vision and Mission statements no longer accurately reflect the depth and breadth of the work occurring in our schools nor the ever-changing, global society. The updated Vision and Mission statements, as well as the 2019 Board Goals, are being recommended for approval and adoption.

The purpose of a Vision Statement is to state the current and future objectives of an organization. The District’s Vision guides the organization, and serves as a long-term roadmap for the District’s direction. The District’s Mission Statement is the plan that describes what the District does, how it does it, and why it exists.

The recommended Vision, Mission, and Board Goals are:

PUSD Vision Statement:
Creating culture and conditions to empower world-class learners

PUSD Mission Statement:
Inspiring passion and preparing every student to thrive in college, career, and life by providing personalized, rich, and rigorous learning experiences

(PUSD 2019 Board Goals are listed on the back of this page)

LEGAL REFERENCE: N/A
FISCAL IMPACT: N/A

Continued…

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
PUSD 2019 Board Goals

• **Empower Student Success** by ensuring that all learning environments are safe, inclusive, innovative, and equitable.

• **Create Student-Centered Learning Environments** to prepare our students to thrive in college, career, and life.

• **Provide High Quality Professional Learning for Teachers and Staff** to promote the culture and conditions that empower world-class learners.

• **Engage Parents, Business, and Community Partners** to foster shared responsibility and accountability in order to deliver personalized, rich, and rigorous learning experiences.

• **Invest in Facilities and Infrastructure** to enhance environments that maximize student and staff success.

• **Demonstrate Fiscal Responsibility and Transparency** by aligning resources to meet the diverse and dynamic needs of our students, staff, and community.
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps

MEETING DATE: September 12, 2019
AGENDA ITEM: 11.2

Staff Support:

SUBJECT: APPROVAL OF THE POWAY UNIFIED SCHOOL DISTRICT GOVERNANCE HANDBOOK

RECOMMENDATION:

Approval of the Poway Unified School District Governance Handbook as presented.

DISCUSSION/PROGRAM:

On Thursday, August 22, 2019, the Board of Trustees, Cabinet, and the Superintendent participated in a Board Workshop, where by they co-constructed the attached Governance Handbook being presented for approval and to be effective on September 12, 2019.

LEGAL REFERENCE:

FISCAL IMPACT:

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: BEATTY ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ Patel ___ ZANE ___}

STUDENT PREFERENTIAL VOTE: AKINS ___
Poway Unified School District Governance Handbook

Board of Trustees

Kimberley Beatty
Ginger Couvrette
Michelle O'Connor-Ratcliff
Darshana Patel
T.J. Zane
Mariana Akins, Student Board Member

Marian Kim Phelps, Ed.D., Superintendent

EFFECTIVE GOVERNANCE
Unity of Purpose, Roles, Responsibilities, Norms, and Protocols

This document reflects the governance team's work on the creation of a framework for effective governance. This process involves ongoing discussions and agreements about unity of purpose, roles, responsibilities, norms, and protocols that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.
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A Team is...
A group of people with different backgrounds, skills, personalities and styles with a common purpose, who are working together to achieve clearly identified goals.

UNITY OF PURPOSE
Unity of purpose is the common focus, overarching goals, and the core values, beliefs and principles governing body members share in common about children, the district, and public education.

PUSD VISION STATEMENT
Creating Culture and Conditions to Empower World-Class Learners

PUSD MISSION STATEMENT
Inspiring Passion and Preparing Every Student to Thrive in College, Career, and Life by Providing Personalized, Rich, and Rigorous Learning Experiences

PUSD 2019 Board Goals:

• **Empower Student Success** by ensuring that all learning environments are safe, inclusive, innovative, and equitable.

• **Create Student-Centered Learning Environments** to prepare our students to thrive in College, Career, and Life.

• **Provide High Quality Professional Learning for Teachers and Staff** to promote the culture and conditions that empower world-class learners.

• **Engage Parents, Business, and Community Partners** to foster shared responsibility and accountability in order to deliver personalized, rich, and rigorous learning experiences.

• **Invest in Facilities and Infrastructure** to enhance environments that maximize student and staff success.

• **Demonstrate Fiscal Responsibility and Transparency** by aligning resources to meet the diverse and dynamic needs of our students, staff, and community.
UNITY OF PURPOSE

What We Are Most Proud of About this District:

• The opportunities for success that are offered to every student and the support that everyone gives our students

• The quality of educational experiences that we provide for all students in all schools

• The teachers and staff who go above and beyond for our students

• The contributions and commitment of our students, parents, and community

• The District's performance and the accolades that both our students and the District receive

What We Hope to Accomplish:

• Be an effective decision-making group

• Develop a trusting relationship that creates a team supporting our students, staff, community, and the strong reputation of Poway USD

• Identify our successes and areas for improvement

• Continue the educational excellence of programs for students and personalized learning for all

• Provide opportunities for parent and community engagement and involvement
GAINING CLARITY ON ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent:

School Board "trustees" are the representatives of the people, elected to ensure the district schools educate the students in consideration of the interests of the local community. The role of the School Board is to govern the school district.

The Superintendent is hired by the School Board to provide the professional expertise in the day-to-day operations of the district. The role of the Superintendent is:

1. To work with the School Board to develop an effective governance team.
2. To serve as the chief administrative officer for the school district.

Board Responsibilities:

We Set the Direction for the Community's Schools by:

- Focusing on student learning
- Assessing needs/obtaining baseline data
- Generating, reviewing or revising direction setting documents (beliefs, vision, priorities, strategic goals, and success indicators)
- Ensuring an appropriate, inclusive process is used to develop these documents
- Ensuring that these documents are the driving force for all district efforts

We Establish an Effective and Efficient Structure for the school district by:

- Employing the Superintendent
- Setting policies for hiring of other personnel
- Developing and adopting policies
- Setting direction for and adopting the curriculum
- Establishing budget priorities and adopting the budget
- Overseeing facilities issues
- Providing direction and voting on collective bargaining agreements

We Provide Support through our behavior and actions by:

- Acting with a professional demeanor that models the district's beliefs and vision
- Making decisions and providing resources that support mutually agreed upon priorities and goals
- Upholding board approved district policies
- Ensuring a positive personnel climate exists
- Being knowledgeable about district efforts and able to explain them to the public
We Ensure Accountability to the Public by:

- Evaluating the Superintendent
- Monitoring, reviewing, and revising policies
- Serving as a judicial and appeals body
- Monitoring student achievement and program effectiveness and requiring program changes as indicated
- Monitoring and adjusting district finances
- Monitoring the collective bargaining process

We Act as Community Leaders by:

- Speaking with a common voice about district priorities, goals, and issues
- Engaging and involving the community in district schools and activities
- Communicating clear information about policies, programs, and fiscal conditions of the district
- Educating the community and the media about issues facing the district and public education
- Advocating for students, district programs, and public education to the general public and local, state, and national leaders

AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

The Board of Trustees for the Poway Unified School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public's interest in schools, and to ensure that a high quality education is provided to each student.

To effectively meet district challenges, the Board and the Superintendent must function together as a governance team. The purpose of the Poway Unified School District governance team agreement is to ensure a positive and productive working relationship among Board members, the Superintendent, district staff, students, and the community. Norms and protocols are developed by and for the members of the governance team, and may be modified over time as needed.
Meeting Norms

- Focus on Students
- Operate with Trust
- Assume Good Intentions
- Make Sure Each Member’s Voice is Heard
- Be Present and Be Prepared
- Turn Off Cell Phones or Put on Vibrate
- Honor Time; be Effective and Efficient
- Disagree Agreeably
- Be Respectful of Others and Engage in Civil Discourse
- Keep Confidential Items Confidential
- Stay on Task
- Put Aside Personal Issues
- Keep Meeting “Light” with Humor

Governance Team Practices:
As a Governance Team, we commit to ...

Placing Something on the Agenda: (In accordance to CSBA Board Bylaw 9322)
The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.
Getting questions answered before a meeting:

- When a significant or high profile item is brought to the Board for action, the Superintendent shall present a summary of the perspectives and issues discussed by the Cabinet in arriving at the recommendation.
- Trustees will receive the agenda on the Friday before a Board Meeting.
- All Trustees will see all Trustee’s questions and Cabinet responses whenever possible.

Use of Study Sessions:

- Study sessions will be developed throughout the year to ensure coverage of both timely and urgent issues, which require extensive discussion before a possible Board action is taken.
- Study sessions will be organized with a brief staff presentation followed by Board discussion. Presentation materials will be provided to the Board with the meeting materials on Friday prior to the study session.

Handling complaints from the community:

- The Board and Superintendent are committed to having parent/staff complaints handled as close to the source as possible.
- Trustees will refer complainants back to the appropriate teacher or principal. If the complainant has already been to those levels, the Board Member will refer the complaint to the Superintendent.
- A Board Member forwarding a complaint will not be perceived to be endorsing the complaint.
- The Superintendent (or designee) will respond in a timely way to the complainant, investigate the complaint, and communicate back to the complainant and the Board Member in order to close the loop.

Individual Members request for Information:

In order to ensure that all Trustees receive the same information and to keep the Superintendent informed of Trustees' questions and concerns, requests for information shall come to the Superintendent's Office. The Trustee will receive the information, and it will be included in the Weekly Board Journal.

Surprises:

- The Superintendent and Trustees commit to sharing information with each other in order to avoid surprises to any member of the governance team.
- The Superintendent can be reached by email or cell phone.

Maintaining Confidentiality:

- The Board, Superintendent, and Cabinet members agree to maintain the confidentiality of all closed session and privileged communication as required by Education Code. Such matters relate to personnel issues, litigation, real property negotiations, and labor negotiations.
• The Weekly Board Journal should not be shared with others without a Request for Public Information made through the Superintendent's Office. Everything that is confidential will be clearly marked as such - whether by fax, email, or mail.

**Board Member Role in Public:**

• Site and community invitations for Trustees to attend events will be coordinated through the Superintendent's Office. The Superintendent's Office staff will provide details for Trustees regarding costs, and expectations for attendance.
• Trustees will be introduced at all school and district events, unless they are attending only as a parent or spectator. When in doubt, the administrator in charge will ask Trustees whether they wish to be introduced.
• Trustees will make the administrator in charge of an event aware of their attendance when they arrive

**Clearly Communicate and Establish Priorities:**

• The Board and Superintendent will establish annual priorities that will be used to evaluate the Superintendent and measure the District's progress toward its goals

**Quality of the Weekly Board Journal:**

• The Superintendent will provide relevant, and timely information to Trustees through the Weekly Board Journal, emails, and/or phone calls

**School Visits:**

• Trustees will coordinate school visits with the site Principal, and notify the Superintendent’s Office

**Legal Counsel:**

• Any information that requires consultation or advice by legal counsel will be directed to the Superintendent. The Superintendent will make contact with legal counsel directly and provide information to all Board Members

**Speaking with the Press:** (In accordance with CSBA Board Bylaw 9010)

• The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.
• Note: Many districts designate the Board president and/or Superintendent to communicate with the public on behalf of the district. Any district that has designated another position for this responsibility may revise the following paragraph to reflect district practice.
• All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or Chief Communications Officer, and/or other designated representative.
• When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

• Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

• When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

• In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

Board Training and/or Superintendent Training: (In accordance with CSBA Board Bylaw 9240)

• The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

• The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

• All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.
• Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.

• Board members shall report to the Board, orally or in writing, on the Board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

• Recommended training could include, but are not limited to, the following: CSBA Annual Conference, Masters in Governance, Board Governance Workshops/Study Session, Superintendent’s Conference, and Western States Benchmarking Consortium.
GOVERNANCE AGREEMENTS SIGNATURE PAGE

We have reviewed and agree to follow the aforementioned governance team norms and protocol in order to support a positive and productive working relationship among the Poway Unified School District Board of Trustees, Superintendent, staff, students, and the community. We shall renew this agreement annually.

Affirmed this _______ day of ____________________, 2019

________________________________________  ______________________________________
Kimberley Beatty                                Ginger Couvrette

________________________________________  ______________________________________
Michelle O'Connor-Ratcliff                      Darshana Patel

________________________________________  ______________________________________
T.J. Zane                                       Mariana Akins,  
                                                Student Board Member

________________________________________  ______________________________________
Marian Kim Phelps,  
Superintendent
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps

Staff Support:

SUBJECT: BOARD MEMBER REPORTS

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

Kimberley Beatty –
Ginger Couvrette -
Michelle O’Connor-Ratcliff –
Dr. Darshana Patel –
T.J. Zane -
Mariana Akins, Student Board Member –

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________ SECONDED BY: _________________________

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

FROM: Marian Kim Phelps

MEETING DATE: September 12, 2019

AGENDA ITEM: 12.2

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 ___ COUVRETTE ___ O'CONNOR-RATCLIFF ___ PATEL ___ ZANE ___ STUDENT PREFERENTIAL VOTE: AKINS ___
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps
Staff Support: Christine Paik

AGENDA ITEM: 12.2(a)

SUBJECT: STUDENT RECOGNITION

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

- Del Norte High School senior Phoenix Dimagiba was chosen to participate in the prestigious “Future Cybersecurity Leaders Exchange Program.” Phoenix was one of only 10 U.S. students and the only one from San Diego who traveled to the U.S. Embassy in London to meet with international cybersecurity experts and the U.S. Ambassador to the United Kingdom, Woody Johnson.

- National Youth Arts announced the winners of the 14th Annual National Youth Arts Awards to honor outstanding work by youth in the arts. This year more than 700 productions were considered for the awards, including shows from 240 different members spanning 17 states, Canada and the UK. Bernardo Heights Middle School received a record 11 nominations and one winner for “Outstanding Lead Performance” (Junior Division): Carlos Gomez as Donkey in Shrek Jr.

LEGAL REFERENCE:

FISCAL IMPACT:

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: Beatty ___ Covrette ___ O’Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
TO: BOARD OF EDUCATION

FROM: Marian Kim Phelps
Staff Support: Christine Paik

AGENDA ITEM: 12.2(b)

SUBJECT: SCHOOL RECOGNITION

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

• Del Norte High School was awarded California's Outstanding Best Buddies Chapter of the Year at this year's Best Buddies International Leadership Conference. Co-presidents Bella Genovese and Toby Gallant accepted the award on behalf of the school. This award was given to recognize the chapter for being true mission movers toward inclusion on campus.

• The National Parent-Teacher Association recognized Creekside Elementary School and the Creekside PTA (Parent-Teacher Association) as a School of Excellence. Creekside is one of only 326 PTAs and schools nationwide given this distinction. The National PTA recognized Creekside for their “accomplishments in building a strong, effective family-school partnership that is enriching the educational experience and overall well-being for all students.”

LEGAL REFERENCE:

FISCAL IMPACT:

MOVED BY: _________________________ SECONDED BY: _________________________

VOTE: Beatty ___ Couvrette ___ O’Connor-Ratcliff ___ Patel ___ Zane ___ Student Preferential Vote: Akins ___
TO: BOARD OF EDUCATION  MEETING DATE: September 12, 2019
FROM: Marian Kim Phelps  AGENDA ITEM: 12.2(c)
Staff Support: Christine Paik

SUBJECT: DISTRICT RECOGNITION

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

- The Poway Unified School District was accepted into the League of Innovative Schools, a national coalition of forward-thinking K-12 school districts organized by Digital Promise. PUSD was selected from a competitive national pool of applicants based on its leadership, evidence of results, innovative vision for learning, and commitment to equity and excellence. Digital Promise recognizes school districts that go above and beyond to bridge the gap between learning expectations and outcomes by implementing equal-access to educational technology.

LEGAL REFERENCE: N/A

FISCAL IMPACT: N/A

MOVED BY: _________________________  SECONDED BY: _________________________

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

MEETING DATE: September 12, 2019

FROM: Marian Kim Phelps

AGENDA ITEM: 13.0

Staff Support:

SUBJECT: CLOSED SESSION - CONTINUATION OF CLOSED SESSION AGENDA FROM PAGE ONE AS NECESSARY

RECOMMENDATION:

Action / Information.

DISCUSSION/PROGRAM:

2.0 CLOSED SESSION

2.1 Pending/Existing Litigation Pursuant to Government Codes 54956.9(a), 54956.9(d)(2), 54956.9(d)(1), 54956.9(e)(3)

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

MOVED BY: _________________________  SECONDED BY: _________________________

VOTE: Beatty ___  Couvrette ___  O'Connor-Ratcliff ___  Patel ___  Zane ___  Student Preferential Vote: Akins ___
TO: BOARD OF EDUCATION
FROM: Marian Kim Phelps

SUBJECT: ADJOURNMENT / NEXT MEETING

RECOMMENDATION:

Information.

DISCUSSION/PROGRAM:

The next regularly-scheduled Board Meeting will be held on Thursday, October 10, 2019, 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 ___ COUVRETTE ___ O’CONNOR-RATCLIFF ___ PATEL ___ ZANE ___  STUDENT PREFERENTIAL VOTE: AKINS ___