



Monday, May 8, 2017

6:00 PM

Mar Vista High School Gym

505 Elm Avenue, Imperial Beach, CA 91932

A. Opening Procedures

1. Call to Order
2. Roll Call
3. Closed Session (Meeting Notice)
4. Moment of Silence
5. Pledge of Allegiance
6. Approve Agenda with Flexibility

B. Board Presentations / Announcement of Awards

1. Recognition of Olympian High School Teacher Julio Avasan for being recognized as a Compact for Success Community Champion
2. Recognition of Sweetwater Union High School District Induction Mentors
3. Recognition of district staff for their dedicated service through the Sports Medicine Program
4. Presentation from Mar Vista High School Principal Richard Carreon on his school site
5. Superintendent's Message
6. Report from Xavier Serena, student board representative, on meetings with student ASB Presidents

C. District Committee Reports

1. District English Learner Advisory Committee Report (presented on second Monday)
2. Citizens' Bond Oversight Report (presented on fourth Monday)

D. Public Communication

1. Public Hearings
2. Public Communication on Non-Agenda Items

E. Formation and Approval of Consent Agenda

F. Superintendent Discussion Items

1. Adoption of Minutes: April 24, 2017 - Regular Board Meeting.
2. Calendar of Board of Trustees Meetings – 2016-2017.
3. Report on board requests for information and policy direction to staff.
4. Approve Report on Consultant Agreements totaling \$5,000 and under.

G. Instructional Support Services Discussion Items

1. Report on excursions and field trips.
2. Approve Memorandum of Agreement with San Diego Youth Symphony and Conservatory and the Sweetwater Union High School District to conduct a summer bridge music camp.
3. Accept regular, state-mandated Williams vs. The State of California quarterly report to the board of trustees (Williams vs. The State of California: SB6, SB550, SB1550, AB2727, AB3001).
4. Approve Memorandum of Understanding (MOU) between National Math and Science Initiative (NMSI) and Olympian High School to provide facility access to train teachers on science, math and English.
5. Approve Memorandum of Understanding between Sibme and the Sweetwater Union High School District (SUHSD) for the purpose of developing video coaching tools that advance collaboration around Quality First Instruction.
6. Approve Memorandum of Understanding between WestEd and the Sweetwater Union High School District (SUHSD) for the purpose of equipping teachers to effectively support English Learners through professional development in the Quality Teaching for English Learners (QTEL) program.
7. Approve revision of the Local Education Agency (LEA) plan for the 2016-2019 school years to include the Title II Amendment.

H. Student Services Discussion Items

1. Approve Memorandum of Understanding (MOU) between EduAbroad and the Sweetwater Union High School District (SUHSD) for participation in the American Companion Program, for the 2017-2018 school year.
2. Approve Agreement between the Special Olympics Southern California and the Sweetwater Union High School District (SUHSD) regarding becoming a Unified Champion School, for the 2017-2018, 2018-2019, and 2019-2020 school years.
3. Approve Memorandum of Agreement (MOA) between the United States Consulate in Tijuana Baja California, Mexico and the Sweetwater Union High School District (SUHSD) for tuition agreements for the 2017-2018 school year.

I. Alternative Education Discussion Items

J. Adult Education Discussion Items

K. Fiscal Services Discussion Items

1. Approve Report on Consultant Agreements Over \$5,000.
2. Approve/ratify donations to the district in accordance with Resolution No. 2501, and accept Report on Donations.
3. Approve and authorize the execution of the School Facilities Funding and Mitigation Agreement (Improvement Area No. 1) and the School Facilities Funding and Mitigation Agreement (Improvement Area No. 2) by and between the Sweetwater Union High School District and certain property owners, the parent entities of which

are Baldwin & Sons, LLC, HomeFed, and Cornerstone Communities ("Mitigation Agreements" and "Property Owners"), for Proposed Community Facilities District No. 19 of the Sweetwater Union High School District and Improvement Areas thereof.

4. * Approve identified options for budget reductions that total at least \$5.8 million.

L. Human Resources Discussion Items

1. Approve request of Certificate of Completion of Staff Development (CCSD) waiver and placement for the 2016-2017 school year for Delaney Cassidy, Pearl Esmalla, Tori Hatch, and Catherine Whitaker, Preliminary Designated credentialed teachers, providing instruction in grades 7-12 while completing staff development training in Specially Designed Academic Instruction delivered in English (SDAIE) to English learners.

M. Planning and Construction Discussion Items

1. Adopt the Guaranteed Maximum Price (GMP) for Phase 1 of the District-Wide HVAC (Heating, Ventilation and Cooling) Project.
2. Approve/ratify planning and construction consultant agreements and amendments.
3. Ratify Change Orders for Construction Projects.
4. Rescind Bid No. 67-2611-AM – Palomar High School Culinary Class Project in its entirety.
5. Rescind Bid No. 67-2612-AM – Palomar High School Science Classroom Project in its entirety.

N. Purchasing Discussion Items

1. Approve the renewal of designated contracts.

O. Operations / Other Business Discussion Items

P. Policy Review

1. Approve new Board Policy 5126.1, Associated Student Body Scholarships/Awards.
2. Approve revised Board Policy 3100, Budget Criteria and Standards.

Q. Resolutions

1. Adopt annual Resolution Nos. 2473, 2474, 2475, 2476, 2477, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 3822, 3863, and 4308, Delegating Authority and Authorizing Designated Agents to Act on Behalf of the District for Fiscal Year 2017-2018, Pursuant to Various Sections of the Education and Government Codes, for the Purpose of Maintaining an Approved Register of Such Persons with the San Diego County Office of Education as well as the District.
2. Adopt annual Resolution Nos. 2494, 2495, 2497, 2498, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 3725, 4273, 4274, 4381, 4382, 4383, 4437, and 4440, Delegating Authority and Authorizing Designated Agents to Act on Behalf of the District for Fiscal Year 2017-2018, Pursuant to Various Sections of the Education and Government Codes, for the Purpose of Maintaining an Approved Register of Such Persons with the San Diego County Office of Education as well as the District.

3. Adopt Resolution No. 4500, Resolution of Intent of the Board of Trustees of the Sweetwater Union High School District to Establish Community Facilities District No. 19 of the Sweetwater Union High School District and to Authorize the Levy of a Special Tax Within Each Improvement Area of Community Facilities District No. 19 of the Sweetwater Union High School District.
4. Adopt Resolution No. 4501, Resolution of Intention of the Board of Trustees of the Sweetwater Union High School District to Incur Bonded Indebtedness in an Amount Not to Exceed One Hundred Thirty Million Dollars (\$130,000,000) Within Proposed Community Facilities District No. 19 of the Sweetwater Union High School District and the Improvement Areas Thereof, Calling an Election and Taking Related Actions.
5. Adopt Resolution No. 4502, Resolution of the Board of Trustees of the Sweetwater Union High School District Approving and Ordering the Recording of a Boundary Map of Proposed Community Facilities District No. 19 of the Sweetwater Union High School District.
6. Adopt Resolution No. 4503, Releasing Temporary Certificated Employees.

R. Mello-Roos Discussion Items

1. **Mello-Roos**
Acting as the legislative body for Community Facilities District Nos. 1, 2, 3, 4, 5, 6, 8, 9A, 9B, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 20.

* Conduct second reading (motion to conduct reading by title only) and adopt Ordinance No. 23, Ordinance of Community Facilities District No. 20 of the Sweetwater Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 20.

S. Board Communication

1. Board Communication and/or Requests for Future Board Agenda Items

T. Adjournment

1. Adjournment



May 8, 2017

Board Item - A.-3.

ATTACHMENTS:

Description

Meeting Notice

Type

Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT

NOTICE OF SPECIAL MEETING

Written notice is hereby given in accordance with Education Code Section 35144 and Government Code Section 54956 that the following special meeting of the Governing Board of the Sweetwater Union High School District will be held and in accordance with Government Code Section 54954.3(a), the board will provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

DATE: Monday, May 8, 2017

TIME: 4:30 p.m.

PLACE: Mar Vista High School
New Gymnasium
505 Elm Avenue
Imperial Beach, CA 91932

(The regular meeting scheduled for May 8, 2017, begins at 6:00 p.m.)

Items to be considered are noted on the reverse side of this page.

Board of Trustees

Paula Hall

Kevin J. Pike

Nicholas Segura

Arturo Solis

Frank A. Tarantino

Superintendent

Karen Janney, Ed.D.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Sweetwater Union High School District, in complying with the Americans With Disabilities Act (ADA), and California Government Code Section 54953.2, provides special accommodations to individuals who may need assistance with access, attendance and/or participation in board meetings, including alternative formats for agendas, documents constituting agenda packets, and materials distributed during public meetings. Upon written request to the district, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Contact Deanne Vicedo, clerk of the board, at (619) 585-4405 for specific information on existing resources or programs that may be available for such accommodations. Please call at least 48 hours in advance of meetings and five days in advance of scheduled services and activities. Translation and Hearing-Impaired services are also available.

Items to be considered in closed session

May 8, 2017

1. STUDENT EXPULSIONS/SUSPENDED EXPULSIONS/REINSTATEMENTS -
Education Code Section 48916-48918 (students identified by ID
number)

Consider the expulsion of the following students:

#1059543, #1059463

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/
RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER - Government
Code Section 54957

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Paragraph
(1) of Subdivision (d) of Government Code Section 54956.9

Name of Cases: SUHSD v. Julian Union Elementary School
District/Diego Plus/Diego Valley Charter
Escoto v. Sweetwater Union High School District
LaFarga v. Sweetwater Union High School District

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION -
Paragraph (2) of Subdivision (d) of Government Code Section
54956.9

Number of Cases: 4

5. CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section
54957.6

Labor Negotiator: Jennifer Carbuccia and Scott Hendries

Employee Organizations:

Sweetwater Education Association (SEA)
Sweetwater Counseling and Guidance Association (SCGA)
California School Employees Association (CSEA)
National Association of Government Employees (NAGE)

Non-represented Groups:

Management Association of the Sweetwater District (MASD)
Confidential Unit



May 8, 2017

Board Item - F.-1.

Issue:

Adoption of Minutes.

Superintendent's Recommendation:

Adoption of Minutes: April 24, 2017 - Regular Board Meeting.

Analysis:

Adopt the minutes listed above.

For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or deanne.vicedo@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
04 24 17 Unadopted Minutes	Backup Material
Certificated Agenda	Backup Material
Classified Agenda	Backup Material

REGULAR BOARD MEETING
SWEETWATER UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
UNADOPTED MINUTES

6:00 p.m.

April 24, 2017

Board: Paula Hall •Kevin J. Pike •Nicholas Segura •Arturo Solis •Frank A. Tarantino
Superintendent: Karen Janney Student Board Representative: Xavier Serena

Order of Business

A. OPENING PROCEDURES

1. Call to Order

President Solis called the meeting to order at 4:32 p.m.

2. Roll Call

Board members present were Paula Hall, Kevin J. Pike, Nicholas Segura, and Frank A. Tarantino. Also present were Karen Janney, superintendent, and Deanne Vicedo, clerk of the board.

3. Closed Session

President Solis adjourned the meeting at 4:33 p.m. to convene closed session to discuss the following closed session items as posted on the meeting notice:

1. STUDENT EXPULSIONS/SUSPENDED EXPULSIONS/REINSTATEMENTS - Education Code Section 48916-48918 (students identified by ID number)
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER - Government Code Section 54957
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Paragraph (2) of Subdivision (d) of Government Code Section 54956.9
5. CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section 54957.6
6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Government Code Section 54957

President Solis called the closed session meeting to order at 4:41 p.m.

Board members present were Paula Hall, Kevin J. Pike, Nicholas Segura, and Frank A. Tarantino. Also attending closed session were Karen Janney, Jennifer Carbuccia, general counsel, Sonia Picos, Tom Glover, Brian Borg, Tony Gurrola, Scott Hendries, and Karen Michel.

President Solis adjourned the closed session meeting at 6:08 p.m., and reconvened the public session at 6:13 p.m.

Roll call was held and the following board members were present: Paula Hall, Kevin J. Pike, Nicholas Segura, Frank A. Tarantino, and Xavier Serena, student board representative. Also present were Karen Janney, superintendent, and Deanne Vicedo, clerk of the board.

4. Moment of Silence

5. Pledge of Allegiance

President Solis stated that the board met in closed session preceding this meeting to discuss the following issues:

1. STUDENT EXPULSIONS/SUSPENDED EXPULSIONS/REINSTATEMENTS - Education Code Section 48916-48918 (students identified by ID number)
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER - Government Code Section 54957
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Paragraph (2) of Subdivision (d) of Government Code Section 54956.9
5. CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section 54957.6
6. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Government Code Section 54957

President Solis stated that the board took the following action:

Moved by Hall, seconded by Tarantino, to accept the administrative hearing panel's recommendation to approve the expulsion of the following student (student identified by ID number): #1507845, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Pike, to approve the Resignation Agreement and General Release with one certificated employee, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Pike, seconded by Segura, to approve the Suspension, Remediation, and Release Agreement with one certificated employee, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Tarantino, seconded by Segura, to approve the Request for Non-compensated Leave of Absence for one certificated employee, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

6. Approve Agenda

Moved by Segura, seconded by Hall, to approve the April 24, 2017, Regular Board Meeting Agenda with the change that the board will consider Board Agenda Item Q-2 before the public hearing, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

B. BOARD PRESENTATIONS OR ANNOUNCEMENTS OF AWARDS

The board recognized the maintenance staff for their dedicated service through the Facility Focus Program.¹ Kathleen Cheers addressed this item.

Superintendent Karen Janney provided an update to the board.

Xavier Serena, student board representative, provided an update to the board.

C. DISTRICT COMMITTEE REPORTS

1. District English Learner Advisory Committee Report

None.

2. Citizens' Bond Oversight Report

Dan Gutkowski, CBOC vice-chair, gave a summary of the report to the board.

D. PUBLIC COMMUNICATION

- *D-1. (1) Conduct a public hearing regarding the formation of CFD No. 20; and
- (2) Adopt Resolution No. 4497, Resolution of the Board of Trustees of the Sweetwater Union High School District Determining the Validity of Prior Proceedings, Establishing Community Facilities District No. 20, Authorizing the Levy of a Special Tax Within Community Facilities District No. 20, Establishing an Appropriations Limit, Calling an Election and Taking Related Actions.

BOARD NOW ACTING AS LEGISLATIVE BODY OF CFD NO. 20

- (3) Adopt Resolution No. 4498, Resolution of the Board of Trustees of the Sweetwater Union High School District, Acting as the Legislative

¹ On board meeting minutes, any public comments, presentations, discussions, or reports will be in summary format. For the full transcript on these items, please refer to the audio clips for the meeting.

(Public Communication cont.) (Board Agenda Item *D-1 cont.)

Body of Community Facilities District No. 20, Determining the Necessity to Incur Bonded Indebtedness in an Amount Not to Exceed an Aggregate Total of \$60,000,000 Within Community Facilities District No. 20, Calling Elections, and Taking Related Actions;

- (4) The district's chief financial officer, designated as CFD No. 20 Election Official in Resolution No. 4497, conducts Landowner Voter Election on behalf of CFD No. 20 and declares the Election results;
- (5) Adopt Resolution No. 4499, Resolution of the Board of Trustees of the Sweetwater Union High School District, Acting as the Legislative Body of Community Facilities District No. 20, Canvassing the Results of the Election Held Within Community Facilities District No. 20; and
- (6) Authorize the first reading of Ordinance No. 23 by motion. Clerk reads title of Ordinance No. 23 as follows, Ordinance of Community Facilities District No. 20 of the Sweetwater Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 20.

The board first considered Board Agenda Item Q-2.

A public hearing was held. No written protests were received. Kathleen Cheers, a non-property owner in CFD No. 20, addressed this item. The hearing was closed.

Moved by Pike, seconded by Hall, to adopt Resolution No. 4497, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

President Solis announced that the board will now be acting as the Legislative Body of CFD No. 20.

(Public Communication cont.) (Board Agenda Item *D-1 cont.)

Moved by Segura, seconded by Pike, to adopt Resolution No. 4498, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

The chief financial officer, the CFD No. 20 Election Official, stated that waivers were received from all landowners to hold the Combined Special Tax and Bond Election of CFD No. 20, and that the election results were 109 votes in favor and zero votes opposed.

Moved by Tarantino, seconded by Segura, to adopt Resolution No. 4499, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Pike, seconded by Hall, that Ordinance No. 23 be presented by reading of the title only, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

The clerk of the board read the title of Ordinance No. 23: Ordinance of Community Facilities District No. 20 of the Sweetwater Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 20.

President Solis announced that the matters related to CFD No. 20 were complete and the board would no longer be acting as the Legislative Body for CFD No. 20.

2. Public Communication on Non-Agenda Items

Kathleen Cheers addressed the issue of the CBOC and the maintenance department.

Dominy Mendoza and Victoria Gallegos addressed the issue of Saturday classes at adult schools.

Dinnah Donato-Palmore addressed the issue of counselors.

Christina Goldberg, Margaret Macabasco, and John Galvan addressed the issue of special education teachers.

Miguel Amaral addressed the issue of counselors.

Colleen Cooke-Salas addressed the issue of graduation requirements.

(Public Communication on Non-Agenda Items cont.)

Lizz Torres-Matthews addressed the issue of counselors.

Cindy Sharp provided letters of thanks from National City Adult School students.

E. FORMATION AND APPROVAL OF CONSENT AGENDA

Motion: Segura Second: Hall

Vote: Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes

F. SUPERINTENDENT DISCUSSION ITEMS

- F-1. Adoption of Minutes: April 10, 2017 - Regular Board Meeting; and March 22, 2017 - Policy Subcommittee Meeting.

Consent.

- F-2. Calendar of Board of Trustees Meetings - 2016-2017.

Consent.

- F-3. Report on board requests for information and policy direction to staff.

Consent.

- F-4. Approve submission of application of Adult Carl D. Perkins Career & Technical Education Improvement Act, Section 132, for the 2017-2018 school year.

Consent.

- F-5. Approve submission of application of Secondary Carl D. Perkins Career & Technical Education Improvement Act, Section 131, for the 2017-2018 school year.

Consent.

- F-6. Approve service, to be performed by Arey Jones, for 30,000 existing student devices (iPads and Lenovo laptops) for configuration, preparation, and redistribution for use by students in the 2017-2018 school year.

Moved by Pike, seconded by Segura, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

(Superintendent Discussion Items cont.)

- F-7. Approve applying for the Vanco payment processing service that is integrated with Infinite Campus' fee and online payment modules, and authorization for the superintendent and/or designee to sign service agreement(s) and related applications.

Kathleen Cheers addressed this item.

Moved by Segura, seconded by Tarantino, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

- F-8. Approve/ratify the existing Master Lease Agreement and Addendum for Apple, and approve/ratify the Master State and Local Government Lease Agreement and Schedules for Lenovo.

Moved by Tarantino, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

- *F-9. Report on the Local Control and Accountability Plan (LCAP) Goal 4.

Report only.

President Solis recessed the meeting at 8:25 p.m. and reconvened the meeting at 8:40 p.m.

G. INSTRUCTIONAL SUPPORT SERVICES DISCUSSION ITEMS

- G-1. Report on excursions and field trips.

Consent.

- G-2. Approve the addition of Kara Dodds & Associates Pediatric Therapy Center and Professional Tutors of America as additional vendors for students requiring their services per their Individualized Education Program or by legal agreement for the 2016-2017 school year.

Consent.

- G-3. Approve the Air Force Association (AFA) CyberCamp (the "Discloser") Memorandum of Understanding with the Sweetwater Union High School District (the "Recipient") for the allocation and materials for AFA

(Instructional Support Services Discussion Items cont.) (Board Agenda Item G-3 cont.)

CyberCamp Kit for the 2016-2017 school year.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

G-4. Approve the Strategic Arts Education Plan.

Consent.

H. STUDENT SERVICES DISCUSSION ITEMS

H-1. Approve/ratify additional cost for 2015-2016 facility rental of Southwestern College DeVore Stadium.

Kathleen Cheers addressed this item.

Moved by Pike, seconded by Segura, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

H-2. Approve/ratify the 2016-2017 Service Agreement between National School District and the Sweetwater Union High School District (SUHSD) to provide intervention services to students and their families.

Consent.

H-3. Approve Agreement between the National Conflict Resolution Center (NCRC) and the Sweetwater Union High School District (SUHSD) for specialized training and professional development for the 2017-2018 school year.

Consent.

I. ALTERNATIVE EDUCATION DISCUSSION ITEMS

None.

J. ADULT EDUCATION DISCUSSION ITEMS

None.

K. FISCAL SERVICES DISCUSSION ITEMS

- K-1. Ratify the following for the month of March 2017: 1) warrants in payment of salaries written from the funds of the district; and 2) warrants in payment of invoices written from the funds of the district.

Consent.

- K-2. Report on monthly financials.

Consent.

L. HUMAN RESOURCES DISCUSSION ITEMS

- L-1. Approve/ratify certificated personnel actions processed by the human resource services division between the dates of March 1, 2017, and March 31, 2017.

Consent.

- L-2. Approve/ratify classified personnel actions processed by the human resource services division between the dates of March 1, 2017, and March 31, 2017.

Consent.

M. PLANNING AND CONSTRUCTION DISCUSSION ITEMS

- M-1. Accept the progress reported within the Capital Projects Monthly Status Reports and approve budget adjustments for new and revised projects and budgets.

Moved by Segura, seconded by Hall, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

- M-2. Approve/ratify planning and construction consultant agreements and amendments.

Consent.

- M-3. Ratify Change Orders for Construction Projects.

Kathleen Cheers addressed this item.

Moved by Pike, seconded by Solis, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

(Planning and Construction Discussion Items cont.)

- *M-4. Approve the preliminary expenditure plan for the California Clean Energy Jobs Act (Proposition 39), to be submitted to the California Energy Commission (CEC) for their review and approval to secure funding.

Kathleen Cheers addressed this item.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

N. PURCHASING DISCUSSION ITEMS

- N-1. Ratify purchase orders issued for the period of March 1, 2017, through March 31, 2017, and purchase order adjustments for the period March 1, 2017, through March 31, 2017.

Consent.

- N-2. Ratify confirmation received orders for the period of March 1, 2017, through March 31, 2017.

Consent.

- N-3. Approve the renewal of designated contracts.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

- N-4. Approve Request for Proposal (RFP) and award Contract No. 67-2605-LB for AEGB South Bay Adult Education Consortium Marketing Plan, as required by the adult education department, for the period beginning July 3, 2016, through June 30, 2018.

Consent.

- N-5. Accept bids and award Contract No. 67-2608-SG for painting projects at Hilltop High School and Montgomery Adult School, as required by the maintenance department during the period from June 5, 2017, through July 7, 2017, to A.J. Fistes Corporation, and during the period from June 5, 2017, through June 30, 2017, to

(Purchasing Discussion Items cont.) (Board Agenda Item N-5 cont.)

Terry Shaw Painting, the lowest responsive bidders meeting the district's bid terms, conditions and specifications, with no subcontractors.

Kathleen Cheers addressed this item.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

O. OPERATIONS / OTHER BUSINESS DISCUSSION ITEMS

None.

P. POLICY REVIEW

P-1. Approve new Board Policy 6152, Class Assignment.

Consent.

P-2. Approve new Board Policy 6152.1, Placement in Mathematics Courses.

Consent.

P-3. Approve revised Board Policy 6173, Education for Homeless Children.

Consent.

P-4. Approve revised Board Policy 6173.1, Education for Foster Youth.

Consent.

Q. RESOLUTIONS

Q-1. Adopt Resolution No. 4495, Designating the Week of May 21-27, 2017, as Classified School Employees Week.

Moved by Pike, seconded by Segura, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

*Q-2. Adopt Resolution No. 4496, Resolution of the Board of Trustees of the Sweetwater Union High School District Ordering Certain Changes and Modifications to Proceedings for Proposed Community Facilities District No. 20 of the Sweetwater Union High School District and the Authorization to Levy

(Resolutions cont.) (Board Agenda Item *Q-2 cont.)

Special Taxes Within Proposed Community Facilities District No. 20 of the Sweetwater Union High School District.

Paul Borden addressed this item.

Moved by Segura, seconded by Pike, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

R. MELLO-ROOS DISCUSSION ITEMS

None.

S. BOARD COMMUNICATION

1. Board Communication and/or requests for future board agenda items

Nicholas Segura stated he attended the first parent forum at Castle Park High School on student rights, and he really enjoyed it and learned a lot. He stated that he attended the Castle Park Middle School Career Day with his union staff, and they showcased their solar ray, and it was a very well-orchestrated event. He stated that he attended the Viva Vida opening ceremony, which he enjoyed, and they had amazing pastries. He requested information on high school graduation requirements related to the Math Track, including options for non-college bound students.

Frank A. Tarantino congratulated Southwestern College for being one of three community colleges to participate in a statewide project to increase the number of students who earn their degree at a college campus. He thanked Art Lopez, Maribel Gavin, and the principals of the National City elementary schools for the Digital Coding Club Showcase, stating that the kids were amazing. He stated that he attended the Magkaisa conference and he commended Easter Finley, Lee Romero, and all the staff who put this event together. He also commended the teachers and dancers from Otay Ranch High and Olympian High Schools who provided the entertainment. He stated that he attended the Adelante Latino Conference and he thanked the conference committee and sponsors. He stated that he attended the Viva Vida Conference at Montgomery Adult School, and commented that he has gone for 15 years, and each year he learns something different. He requested information on the online registration process including talking points for the board about district staff is doing to resolve the issues.

Kevin J. Pike stated that he attended the Sweetwater High School Coding Club event, and the kids were very excited to participate. He stated that the first year, there was one school and 15 students, and this second year, there were 400+ students. He said it was amazing to see the Sweetwater High School students being the teachers for the elementary school students. He thanked all the teachers and principal involved with the Montgomery Adult School Viva Vida Conference, and stated that the desserts were very good. He stated that he attended two of the classes at the conference, one on computers, and one on immigration issues, and

both were great. He stated that Bud Milkie had passed away and he was a great man and role model for his players. He stated that the services are this Friday at 1:00 p.m. at St. Rose of Lima.

Paula Hall stated that she attended the Magkaisa Conference and it was a spectacular event. She stated that Easter Finley did a wonderful job with the committee. She stated that she attended the Adelante Latino Conference, and that the students had the opportunity to get a vision from being on the University campus. She stated that she attended the Viva Vida Conference and participated in a cookie decorating class that was very fun. She stated that she hopes to make it to the Imperial Beach Chamber of Commerce breakfast this week so she can introduce some administrators to the Mayor of Imperial Beach. She thanked everyone for their attendance.

Arturo Solis stated that he plans to attend the community forum at Sweetwater High School tomorrow, and he will be attending the UCSD event at Petco Park on healthy pathways and speaking about the district programs.

T. ADJOURNMENT

The meeting was adjourned at 9:24 p.m.

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Employment

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date</u>
AGUILAR JR	Rigoberto	Teacher	SYH	.8	02/23/2017
BRINEY	Michael D.	Counselor	SUH	1.0	03/06/2017
KESTY	Sarah J.	Teacher	CPM	.8	03/06/2017
KIM	Amy P.	Teacher	BVH	1.0	03/07/2017

Change of Assignment/FTE

<u>Last Name</u>	<u>First Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date(s)</u>
BLOME	Patricia M.	Teacher, (.6 FTE), MVA/Resource Teacher, (.4 FTE), CUR	Teacher, (.4 FTE), MVA/Resource Teacher, (.6 FTE), CUR	01/09/2017
*HAROS	Angelica	Counselor, (.5 FTE), SYH	Counselor, (.6 FTE), SYH	07/21/2014 – 06/05/2015
*HAROS	Angelica	Counselor, (.5 FTE), SYH	Counselor, (.6 FTE), SYH	07/18/2016 – 06/02/2017
MCLENNAN	Lauren J.	Teacher, (1.0 FTE), MVH	Teacher, (.8 FTE), MVH/Resource Teacher, (.2 FTE), MVH	01/10/2017
MIRANDA	Hector A.	Counselor, (1.0 FTE), CPH	Counselor, (1.0 FTE), ALT	04/10/2017
PARRENAS	Esther	Teacher, (.8 FTE), SOM/Resource Teacher, (.2 FTE), SOM	Resource Teacher, (1.0 FTE), SOM	07/18/2016
SPARKS	Terry L.	Teacher, (1.0 FTE), HTM	Teacher, (.8 FTE), HTM/Resource Teacher, (.2 FTE), HTM	01/20/2017

*Correction to previously reported item.

Change of Status and/or Seniority Date

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Status From</u>	<u>Status To</u>	<u>Seniority Date</u>
BARRA	Katherine J.	Teacher, Adult	NCA/ SYA	Temp.	Perm.	07/25/2015

Employment – Temporary

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date(s)</u>
AINSWORTH	Sage A.	Resource Teacher	BVH	.8	03/07/2017 - 06/02/2017
BARRY	Adam L.	Teacher	CPH	.6	04/03/2017 - 06/02/2017
CASTELLOW	Rebekah S.	Teacher, CTE	MVH	.1630	03/03/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Employment – Temporary (Continued)

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date(s)</u>
FLORES	Julieta N.	Teacher, ROP	PAH	1.0667	03/06/2017
GUNAJI	Kirstryn A.	Teacher	OLH	1.0	04/03/2017 - 06/02/2017
HALL	Timothy J.	Teacher, Adult	CVA	.1630	04/04/2017 - 06/01/2017
LABASTIDA	Roberto A.	Teacher, Adult	SYH	.5926	03/07/2017 - 06/01/2017
MARROQUIN	Olivia M.	Teacher	SOM	1.0	10/04/2016 - 06/02/2017
*NG	Kevin	Teacher, CTE	OLH	.4444	03/15/2017
SHEINBERG	Amy H.	Teacher	MOM	1.0	02/27/2017 - 05/15/2017
TABUENA	Raymond C.	Teacher, CTE	OLH	.4444	03/10/2017 - 06/02/2017
WEAVER	Jessica	Teacher	CVA	.4444	07/26/2016

*Correction to previously reported item.

Leave of Absence

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date(s)</u>
BERMUDEZ	Deborah K	Teacher	OLH	1.0	02/23/2017 - 06/30/2017

Separations/Resignations/Retirements

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date</u>
*ANDERE	Natalie A.	Teacher	MVA	.4	06/02/2017
BRINEY	Michael D.	Counselor	SUH	1.0	03/06/2017
*BROWN	Debra	Teacher	ORH	1.0	06/30/2017
CECIL	Christopher M.	Teacher	CVM	1.0	06/02/2017
CORTEZ	Jacqueline C.	Nurse	ELM	1.0	03/10/2017
KASHANIAN	Sima	Teacher	SOH	1.0	03/10/2017
MANZI	Carol A.	Teacher, Adult	MOA	.4444	06/02/2017
MAZZONE	Richard	Teacher	RDM	1.0	07/31/2017
MILLER	Emma M.	Teacher, Adult	MOA	.4444	06/03/2017
*NG	Kevin	Teacher, CTE	OLH	.4444	03/16/2017
NGUYEN	Brandon L.	Teacher	SUH	.6	03/17/2017
NIDO	Cynthia F.	Teacher	HTH	1.0	06/02/2017
SHINE JR	David G.	Teacher	SOH	1.0	07/08/2017

*Correction of Hiring and Resignation from temporary position, previously reported.

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Substitutes

Employment

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Effective Date(s)</u>
ATCHASON	Kyra	Sub. Teacher 7-12	03/08/2017
BACHMANN	Joseph	Sub. Teacher 7-12	03/31/2017
CASILLAS	Gemma	Sub. Teacher 7-12	03/31/2017
DICKENS	Morgan	Sub. Teacher 7-12	03/29/2017
ECHEGARAY	Monica	Sub. Counselor	03/01/2017
GUZMAN	Concepcion	Sub. Teacher 7-12	03/08/2017
HART	Laurence	Sub. Teacher 7-12	03/01/2017
HERNANDEZ	Anna	Sub. Teacher 7-12	03/31/2017
HESS	Laura	Sub. Teacher 7-12	03/29/2017
KINBERG	Arye	Sub. Teacher 7-12	03/13/2017
KING	Johnathan	Sub. Teacher 7-12	03/13/2017
LOPEZ	Karla	Sub. Teacher 7-12	03/07/2017
NISSEN	Amanda	Sub. Teacher 7-12	03/29/2017
PARKER	Matthew	Sub. Teacher 7-12	03/29/2017
PAYNE	Christina	Sub. Teacher 7-12	03/07/2017
PICKETT	Robin	Sub. Teacher 7-12	03/29/2017
ROCHA	Amy	Sub. Teacher 7-12	03/13/2017
TOSCANO	Anna	Sub. Teacher 7-12	03/01/2017
TUCK	Vivian	Sub. Counselor	03/01/2017
TUCK	Vivian	Sub. Administrator	03/09/2017
VALLEJO	Julie	Sub. Teacher 7-12	03/08/2017
WARNER	Anna	Sub. Teacher 7-12	03/29/2017
WELLS	Lynda	Sub. Teacher 7-12	03/29/2017
WILCOX	Alexsee	Sub. Teacher 7-12	03/14/2017

Separations

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Effective Date</u>
BURKE	Robert	Sub. Teacher 7-12	03/10/2017
MALANDRIS	Connie	Sub. Teacher 7-12	03/31/2017
MENDELL	Michael	Sub. Teacher 7-12	02/23/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CLASSIFIED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Employment

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date</u>
AGUILAR	Jonathan	Custodian	SUH	30	03/02/2017
ALDANA	Marco	Nutrition Serv. Asst. I	SOH	17.50	04/03/2017
BANDIAN	Emmanuel	Bus Driver	TRA	32.50	04/10/2017
BOWMAN	Justin	Custodian	OLH	40	03/28/2017
CARRILLO	Reyna	Nutrition Serv. Asst. I	CPM	17.50	04/03/2017
CHAVEZ	Rosario	Nutrition Serv. Asst. I	BVH	17.50	04/03/2017
CIFUENTES	Bertha	Nutrition Serv. Asst. I	ELH	17.50	04/03/2017
GARCIA	Juan	Custodian	MOA	40	03/03/2017
GUZMAN	Gabriela	Bus Driver	TRA	32.50	03/16/2017
JACKSON	Darline	Nutrition Serv. Asst. I	GJH	17.50	04/03/2017
MACIEL	Irma	Bus Driver	TRA	32.50	03/16/2017
MALONE	Ronald T.	Maintenance Manager	MAI	40	03/20/2017
MARISCAL	Elvira	Inst. HC Asst.	OLH	37.50	03/13/2017
MASEK	Veronica	Nutrition Serv. Asst. I	MVA	17.50	04/03/2017
MEDEL	Cristian	Inst. Asst. Spec. Ed.	SUH	30	04/03/2017
MELANO	Karen	Nutrition Serv. Asst. I	SOM	17.50	04/03/2017
MURILLO	Claudia	Nutrition Serv. Asst. I	MOH	17.50	04/03/2017
PABLO	RochelleAnne	Nutrition Serv. Asst. I	SOH	17.50	04/03/2017
PATINO	Magdalena	Nutrition Serv. Asst. I	MVA	17.50	04/03/2017
PONCE	Natalia	HR Technician	HUM	40	03/13/2017
PRINCE	Donald	Sr. Buyer	PUR	40	04/17/2017
ROMAN	Wendy	Inst. Asst. Spec. Ed.	SUH	30	03/06/2017
SALAZAR MELENDREZ	Beatriz	Nutrition Serv. Asst. I	CVH	17.50	04/03/2017
TAPIA	Natalie	Inst. Asst. Spec. Ed.	NCM	30	04/03/2017
TEPOS	Mayra	Nutrition Serv. Asst. I	NCM	17.50	04/03/2017
URRUTIA	Blanca	Nutrition Serv. Asst. I	ELH	17.50	04/03/2017
VALADEZ	Maria	Nutrition Serv. Asst. I	ORH	17.50	04/03/2017
VALDEZ	Karla	Nutrition Serv. Asst. I	CPM	17.50	04/03/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CLASSIFIED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Change of Assignment/Hours

<u>Last Name</u>	<u>First Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date(s)</u>
ARECHIGA	Diana	Inst. HC Asst., HTH, 37.50 hrs/wk, 206 workdays	Inst. HC Asst., HTH, 40 hrs/wk, 206 workdays	03/02/2017
CARRANZA	David	Custodian, MOH, 40 hrs/wk, 261 workdays	Lead Custodian, MOM, 40 hrs/wk, 261 workdays	03/20/2017
GARCIA-PUGA	Sarai	Sr. Office Asst., CVH-LC, 40 hrs/wk, 242 workdays	Registrar, SUH, 40 hrs/wk, 261 workdays	03/16/2017
GRACIA	Lizeth	Nutrition Serv. Asst. I, ELH, 17.50 hrs/wk, 207 workdays	Nutrition Serv. Asst. I, CVM, 17.50 hrs/wk, 207 workdays	04/03/2017
HEMILSON	Golde	Inst. Asst. Spec. Ed., ELH, 30 hrs/wk, 206 workdays	Testing Asst. Bilingual, SYH, 40 hrs/wk, 206 workdays	03/13/2017
MARTINEZ	Jaime	Custodian, MOH, 40 hrs/wk, 261 workdays	Lead Custodian, RDM, 40 hrs/wk, 261 workdays	03/06/2017
RODRIGUEZ	Elmer	Custodian, NCM, 40 hrs/wk, 261 workdays	Lead Custodian, NCM, 40 hrs/wk, 261 workdays	03/02/2017
SANCHEZ	Rolando	Inst. Asst. Spec. Ed., MVH, 30 hrs/wk, 206 workdays	Inst. Asst. Spec. Ed., MVH, 35 hrs/wk, 206 workdays	10/27/2016
TOSCANO	Leticia	Nutrition Serv. Asst. I, HTH, 17.50 hrs/wk, 207 workdays	Nutrition Serv. Asst. I, HTM, 17.50 hrs/wk, 207 workdays	04/03/2017
WAHIB	Laila	Inst. Asst. Spec. Ed., OLH, 35 hrs/wk, 206 workdays	Inst. Asst. Spec. Ed., OLH, 30 hrs/wk, 206 workdays	02/06/2017
WESSEL	Jeanne	Inst. HC Asst., HTH, 37.50 hrs/wk, 206 workdays	Inst. HC Asst., HTH, 40 hrs/wk, 206 workdays	01/11/2017

Employment - Temporary

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date(s)</u>
AKERS	Jared	Coach, Lacrosse	HTH		03/14/2017 - 05/20/2017
ALVAREZ	James	Coach, Baseball	BVH		03/16/2017 - 06/07/2017
BLANCO	Diego	Coach, Baseball	CVH		03/15/2017 - 06/07/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CLASSIFIED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Employment – Temporary (Continued)

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date(s)</u>
BOJORGE	Margarita V.	Student Worker	SPS	20	03/15/2017 - 06/01/2017
CABRERA	Jorge	Coach, B. Volleyball	SOH		03/20/2017 - 05/27/2017
CASIMIRO	Isabella	Coach, Swim & Dive	ELH		03/14/2017 - 05/20/2017
CASTILLO	Eric	Coach, Softball	SUH		03/09/2017 - 05/27/2017
CONSTANTINO	Angel J.	Student Worker	SPS	20	03/15/2017 - 06/01/2017
DE FACCI	David	Coach, Baseball	SOH		03/07/2017 - 06/07/2017
FLORES	Ramon	Coach, Baseball	MOH		03/02/2017 - 06/07/2017
FREIHA	Andrew	Coach, Volleyball	ELH		03/14/2017 - 05/27/2017
GARCIA	Vanessa	Coach, Track & Field	SYH		03/15/2017 - 06/03/2017
GOLIAT	Angelica	Coach, Color Guard	OLH		03/07/2017 - 06/30/2017
GONZALEZ- QUINTERO	Sara	Avid Program Asst.	CVH	19	02/13/2017 - 06/02/2017
GUTIERREZ	Citlaly	Coach, Track & Field	SYH		03/15/2017 - 06/03/2017
JOHNSON	J'Vion	Coach, Track & Field	ORH		03/02/2017 - 06/03/2017
KELLY	Douglas	Avid Program Asst.	MOM/MOH	19	03/01/2017 - 06/30/2017
MARTINEZ	Manuel	Coach, Softball	OLH		03/09/2017 - 05/27/2017
MASIAS	James	Coach, G. Lacrosse	BVH		03/01/2017 - 05/13/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CLASSIFIED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Employment – Temporary (Continued)

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date(s)</u>
MOHAMED	Dahir	Coach, Track & Field	BVH		03/13/2017 - 06/03/2017
MOODY	Kiyoshi	Coach, Softball	HTH		03/20/2017 - 05/27/2017
OLMSTED	Jack	Coach, Softball	BVH		03/13/2017 - 05/27/2017
ORTIZ	Adelita A.	Avid Program Asst.	CVH	19	02/13/2017 - 06/02/2017
PAZOS	Alexa	Avid Program Asst.	CPH	19	02/13/2017 - 05/26/2017
QUEVEDO	Rosana	Coach, Swim & Dive	ORH		03/07/2017 - 05/20/2017
QUIOCHO	Jocelyn	Avid Program Asst.	MOH	19	05/03/2017 - 05/27/2017
RUELOS	Kristel D.	Avid Program Asst.	SUH	19	02/15/2017 - 06/01/2017
RUVALCABA	Anakaren	Avid Program Asst.	MOH	19	02/20/2017 - 05/27/2017
SAMPSON	D'Andre	Coach, Track & Field	HTH		03/14/2017 - 06/03/2017
SILVA JR	Manuel	Coach, B. Basketball	HTH		03/02/2017 - 03/25/2017
TEAGUE	Miles	Coach, B. Lacrosse	HTH		03/14/2017 - 05/20/2017
ULLOA	Alejandro	Coach, Track & Field	BVH		03/02/2017 - 06/03/2017
VALENZUELA	Elizabeth M.	Student Worker	SOM	20	01/30/2017 - 06/02/2017
VILLARRUEL	Gloria	Avid Program Asst.	CVH	19	02/13/2017 - 06/02/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CLASSIFIED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Leave of Absence

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date(s)</u>
AGUILAR	Marie G.	Inst. HC Asst.	CPH	37.50	03/04/2017 - 06/02/2017
MARISCAL	Silverio	Custodian	BVM	40	03/11/2017 - 04/14/2017

Return from Leave of Absence

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date</u>
WELLS	Christina A.	Inst. HC Asst.	SYH	37.5	03/17/2017

Separations/Resignations/Retirements

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date</u>
DEGUZMAN	Carmen	Nutrition Serv. Asst. I	NTR	17.5	03/15/2017
LUCERO	David	Custodian	HTM	40	04/28/2017
MARTINEZ	Cecilia	Sr. Admin. Asst.	PLA	40	03/17/2017
NAVARRO	Kimberly N.	Avid Program Asst.	SYH	19	12/16/2016
PEMBERTON	Angela	Inst. Asst. Spec. Ed.	ELH	30	02/27/2017

Substitutes

Employment

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Effective Date(s)</u>
ABDULLA	Aram	Clerk	03/29/2017
BECERRA	Christina	Clerk	03/01/2017
CORDOVA	Jennifer	Inst. Asst. Spec. Ed.	03/07/2017
CORDOVA	Jennifer	Clerk	03/09/2017
ENRIQUEZ	Enrique	Custodian	03/07/2017
ESCOBEDO	Elisa	Nutrition Serv. Asst.	03/15/2017
FLORES NINO	Adriana	Nutrition Serv. Asst.	03/07/2017
GARCIA	Vanessa	Nutrition Serv. Asst.	03/31/2017
GONZALEZ	Ivan	Inst. Asst. Spec. Ed.	03/29/2017
GRAY	Martha	Nutrition Serv. Asst.	03/29/2017
GUERRERO	Victor	Custodian	03/07/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CLASSIFIED PERSONNEL RECOMMENDATIONS
(March 1, 2017 - March 31, 2017)**

Employment (Continued)

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Effective Date(s)</u>
GUERRERO	Victor	Inst. Asst. Spec. Ed.	03/10/2017
JUAREZ	Maribel	Nutrition Serv. Asst.	03/14/2017
KHAN	Fatema	Inst. Asst. Spec. Ed.	03/13/2017
MARAVILLA	Samuel	General Maintenance Worker	03/07/2017
MERAZ	Elvia	Nutrition Serv. Asst.	03/07/2017
MONTES	Timothy	Inst. Asst. Spec. Ed.	03/09/2017
ORTEGA JR	Martin	Custodian	03/29/2017
PELAYO	Jacqueline	Nutrition Serv. Asst.	03/29/2017
PEREZ	Joseph	Campus Asst.	03/07/2017
RENTERIA	Claudia	Inst. Asst. Spec. Ed.	03/29/2017
RIOS	Alma	Nutrition Serv. Asst.	03/29/2017
RIVERA	Jessica	Clerk	03/07/2017
SALANG JR	Delfin	Nutrition Serv. Asst.	03/29/2017
SAMPSON	D' Andre	Inst. Asst. Spec. Ed.	03/07/2017
SANDOVAL	Argelia	Clerk	03/07/2017
SANDOVAL	Francisco	Custodian	03/13/2017
TAPIA	Karen	Inst. Asst. Spec. Ed.	03/13/2017
THANTRIGEDON	Asoka	Nutrition Serv. Asst.	03/13/2017
TORRES	Rita	Inst. HC Asst.	03/07/2017
VARGAS	Oralia	Inst. HC Asst.	03/29/2017
VEREO	Maria	Nutrition Serv. Asst.	03/07/2017
ZAMORANO	Bruno	Custodian	03/07/2017

Separations

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Effective Date</u>
CORR	Haley	Nurse	02/21/2017
HARO	Jonathan	Transp. Attendant	03/30/2017
MATTHEWS	Malik	Campus Asst.	03/30/2017
MILLAN	Jasmine	Nutrition Serv. Asst.	03/30/2017
MONTANO	Pilar	Inst. HC Asst.	03/16/2017
POBLETE	Jasmine	Inst. HC Asst.	03/30/2017



May 8, 2017

Board Item - F.-2.

Issue:

Calendar.

Superintendent's Recommendation:

Calendar of Board of Trustees Meetings – 2016-2017.

Analysis:

SWEETWATER UNION HIGH SCHOOL DISTRICT

Calendar of Board of Trustees Meetings – 2016-2017

Meeting Date	Subject	Reports
Monday, May 22	Regular Board Meeting	
Monday, June 12	Regular Board Meeting	
Monday, June 26	Regular Board Meeting	Budget Adoption
Monday, July 10	Regular Board Meeting	
Monday, July 24	Regular Board Meeting	
Monday, August 14	Regular Board Meeting	
Monday, August 28	Regular Board Meeting	
Monday, September 11	Regular Board Meeting	
Monday, September 25	Regular Board Meeting	
Monday, October 09	Regular Board Meeting	
Monday, October 23	Regular Board Meeting	
Monday, November 13	Regular Board Meeting	
Monday, December 11	Organizational Board Meeting	(Date pending approval on November 13)

ASB Presidents' Meetings

TBD for 2017		
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DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)

May 25, 2017	9:00 a.m. - 11:30 a.m.	Parent Center 466 Moss St, CV
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DISTRICT PARENT ADVISORY COUNCIL (DPAC) MEETINGS

May 10, 2017	9:00 a.m. - 11:30 a.m.	Parent Center 466 Moss Street, CV
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DAC/GATE MEETINGS

TBD		
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SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION

TBD		
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SCHEDULED EVENTS

Monday, May 15	4:00 p.m. - 6:00 p.m.	Employee Recognition Otay Ranch High School Multi-purpose Room
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For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or deanne.vicedo@sweetwaterschools.org.

Fiscal Impact:

None.



May 8, 2017

Board Item - F.-3.

Issue:

Board requests.

Superintendent's Recommendation:

Report on board requests for information and policy direction to staff.

Analysis:

In the context of board meetings, members of the board have raised individual interests on policy issues and/or requests for information. The following is a status update from staff on matters identified.

–

POLICY ISSUES

Date Requested **Issue**

Board
Member

None.

REQUESTS FOR INFORMATION

January 23, 2017 Board member requested a joint meeting or Tarantino retreat with the Citizens Bond Oversight Committee.

Staff will be working on coordinating a joint meeting after July 1, 2017.

PROCESS ISSUES

None.

For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or deanne.vicedo@sweetwaterschools.org.

Fiscal Impact:

None.



May 8, 2017

Board Item - F.-4.

Issue:

Consultant Agreements totaling \$5,000 and under.

Superintendent's Recommendation:

Approve Report on Consultant Agreements totaling \$5,000 and under.

Analysis:

In accordance with Board Policy 3600, the board has authorized administrative employment of consultants without prior approval if fees for individual services do not exceed the sum of \$5,000 and has previous budget authorization. The following consultants were approved through such administrative action granted under this authority. All of these consultant contracts are on file in the office of the chief financial officer.

It is important to note that the consultants' report total dollar value has been categorized into "annual" consultants' contracts and "one-time" contracts. "Annual" contracts are those that are not likely to return to the board as this is the contract for annual services. Those marked as "one-time" may return to the board during the year as their services are used by other school sites or departments. In this report, one-hundred percent of the expenditures are annual. Zero percent are one-time expenditures for this reporting period.

Note: A separate agenda item (K-1) contains a comprehensive list of all consultant contracts above \$5,000 which expressly require board of trustees' approval.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
 F-4 Report #1	Backup Material

CONSULTANTS UNDER \$5,000 REPORT
May 8, 2017

FUNDING SOURCE*													
CONSULTANT'S NAME	CABINET MEMBER	CAT.	G.F.	GRANT	SPEC ED	OTHER FUNDS	AMOUNT W/DRAWN	AMOUNT	YEAR-TO-DATE TOTAL	ANNUAL/ ONE TIME	REF. NO.	START DATE	END DATE
SUPERINTENDENT (JANNEY)													
None													
FACILITIES AND OPERATIONS (AGUIRRE)													
None													
DIVISION OF FISCAL SERVICES (MICHEL)													
None													
EQUITY, CULTURE & SUPPORT SERVICES (FULCHER)													
None													
TEACHING & LEARNING (ALVAREZ)													
Meza, Hector State & Fed.	Alvarez			x			\$1,000		\$1,000	Annual	2	05/09/17	05/30/17
Regents of UC, Irvine - Nicole Gilbertson Curriculum	Alvarez			x			\$0		\$3,200	One Time	3	02/15/16	06/30/17
LEADERSHIP DEV. & SYSTEMS INNOVATION (CARBERRY)													
None													
GRANTS / COMMUNICATIONS (RUBIO)													
None													
HUMAN RESOURCES (GLOVER)													
None													

Total Categorical Expenditures	\$0	\$22,450
Total General Fund Expenditures	\$0	\$26,145
Total Grant Expenditures	\$1,000	\$29,680
Total Special Education Expenditures	\$0	\$0
Total Other Funds Expenditures	\$0	\$13,789
TOTAL EXPENDITURES	\$1,000	\$92,064

Annual Contracts = 100% of Total Expenditures
One Time Contracts = 0% of Total Expenditures

*CAT. = Categorical

*G.F. = General Fund - Unrestricted

*Other Funds = County School Facilities Fund; Special Reserve Fund; Adult Ed.; Building Fund; Cafeteria Fund

*Board member(s) needing to recuse.

Consultant exceeded limit of under \$5,000 report is now over \$5,000 for the year

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: State and Federal Prgm **Originator:** LuzElena Perez

Name of Consultant: Hector Meza

Category (For Cabinet Secretary Use Only): Teaching and Learning

Starting Date of Services: 5/9/17 **Ending Date:** 5/30/17

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Consultant Hector Meza will provide two Parent Educational Workshops on May 11 & 18, 2017, to parents of Sweetwater High School. The workshops will educate parents on physical, emotional, social and educational needs children have as well as family values for an integrated and healthy family environment with an end result to endow a quality of life and integrate them to society for effective change; raise awareness on the importance of family engagement in children's academia through healthy, social-emotional development and integration of parent-child relationship, conflict resolution and anger management; and critical pedagogy as an educational movement, guided by passion and principle, to help families/students develop consciousness of freedom, recognize authoritarian tendencies, and connect knowledge to power and the ability to take constructive action. The objective is to share the importance to be involved and be part of children's educational path. Parents will be invited via e-mail, coffee with the principal, announcements, Jupiter grades and phone calls.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):

Consultant has a vast professional experience in educating parents to close the achievement gap by educating/sharing the need and importance to be involved and be part of children's educational path.

Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning

Funding Source (e.g. Title I): Title I Grant Funds,

Resource Code: 3010

Total Amount: \$1,000 **Annual** ☒ **One Time** ☐ **(√one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Curriculum **Originator:** Dr. Del Rosario

Name of Consultant: Regents of University of California, Irvine

Category (For Cabinet Secretary Use Only): Teaching and Learning

Starting Date of Services: 2/15/16 **Ending Date:** 6/30/17

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Ratification: This board item was previously approved by the board of trustees on March 13, 2017, Board Agenda Item F-4, page 3 of 11, for consultant Nicole Gilbertson. Since then, the consultant requested to process payment through "Regents of University of California, Irvine", so this item to approve the name change of the consultant only.

All details of the previously approved item remain the same: Consultant Nicole Gilbertson will work with the World Cultures grade 7 and World History grade 10 teachers on their respective content pull-out days, for four hours per day, on April 17 and April 20, 2017. Dr. Gilbertson was one of the writers of the new California History/Social Science Framework and will review this important document with teachers. The framework will be used to further guide curricular and instructional decisions and ensure the work in Sweetwater Union high School District is aligned to the state standards.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):

Having a writer of the new framework come to speak about the changes to the curriculum and the new approaches for teaching History/Social Science will be very helpful for teachers for planning and instruction purposes.

Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning

Funding Source (e.g. Title I): Title I, Resource Code: 3010

Resource Code: 0900

Total Amount: \$0.00 **Annual** **One Time** ✓ **(√one only)**

*Requisition No. _____ *Site Contact M. Gavin/Cuellar-Martinez (SUH) *Telephone No. (619) 474-9700

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT**

DISTRICT OFFICE USE ONLY	Certificated _____
	Classified _____
	N/A _____

THIS AGREEMENT is made and entered into this 9th day of * May, 20 16 20 17, by and between the
SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and *****HECTOR MEZA*****

Hereinafter referred to as CONSULTANT,
WITNESSETH

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services to DISTRICT in administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT represents that this person is specially trained, experienced, and competent to provide such special services called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONSULTANT for the special services described herein;

NOW, THEREFORE, the parties agree as follows:

Article 1. CONSULTANT's Services

(a) CONSULTANT hereby agrees to perform the following necessary services to the satisfaction of DISTRICT and to provide all needed materials and supplies. (ATTACH ADDITIONAL PAGES IF NECESSARY)

Hector Meza will provide two (2) parent education workshops May 11th & 18th, 2017 to parents of Sweetwater High School.

(b) CONSULTANT shall keep DISTRICT Superintendent and other designated DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

Article 2. CONSULTANT's Fee DISTRICT shall pay to CONSULTANT for the performance of all services rendered pursuant to this Agreement the sum of *One thousand dollars, Amount for Travel, Lodging and/or Meals (\$*0.00) (Itemized Billing Required) **Total Contract Amt.** (\$* 1,000.00)

Article 3. Installment Payments for Long-Term CONSULTANTS Payment of CONSULTANT's fee shall be made pursuant to the following schedule after receipt and approval by DISTRICT of such reports as DISTRICT may specify to verify the satisfactory performance by CONSULTANT of the work to which each payment pertains. (Attach schedule if necessary.)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS--Boxed area must be completed by CONSULTANT

MUST BE COMPLETED BY CONSULTANT

Are you a retired school employee?
____ Yes ____ No

Are you currently employed by the Sweetwater Union High School District or any other school district?
____ Yes ____ No

If yes, which district? _____

If you presently work for a school district or retired from a school district you will be paid through the payroll system.

Consultant's Signature

I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.

CONSULTANT

HECTOR MEZA

Company _____

Consultant's Name _____

Authorized Signature _____

Address _____

City _____ State _____ Zip _____

Telephone : Hm () _____ - _____ Wk () _____ - _____

Article 4. Time of Performance and Term of Agreement The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on *05/30/17. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.

Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.

Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.

Article 8. Termination of Agreement DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

Article 9. Status of CONSULTANT It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.

Article 10. Assignment No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

Article 11. Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	3010	X	1110	2495	5810	260	403	pending

DISTRICT OFFICE USE ONLY

(COMPLETE BUDGET NUMBER IS REQUIRED)

SWEETWATER UNION HIGH SCHOOL DISTRICT _____ Karen Michel, CFO Date _____ 20____ Pursuant to Resolution No. 2496, for contracts.	_____ Site Principal or Cabinet Member Signature This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on _____ Item No. _____
------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Requisition No. _____ *Site Contact Kelly Leon, CURRICULUM *Telephone No. (619) 107-4913

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT**

DISTRICT OFFICE USE ONLY	Certificated _____
	Classified _____
	N/A _____

THIS AGREEMENT is made and entered into this 15th day of * February, 20 16 20 17, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and * Regents of Univeristy of California, Irvine

Hereinafter referred to as CONSULTANT.
WITNESSETH

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services to DISTRICT in administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT represents that this person is specially trained, experienced, and competent to provide such special services called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONSULTANT for the special services described herein;

NOW, THEREFORE, the parties agree as follows:

Article 1. CONSULTANT's Services

(a) CONSULTANT hereby agrees to perform the following necessary services to the satisfaction of DISTRICT and to provide all needed materials and supplies. (ATTACH ADDITIONAL PAGES IF NECESSARY)

Professional Development for 2 pull outs for all district World Cultures-7 and World Hisotry-10 teachers for 4 hours each day (Apr 17, 20)

(b) CONSULTANT shall keep DISTRICT Superintendent and other designated DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

Article 2. CONSULTANT's Fee DISTRICT shall pay to CONSULTANT for the performance of all services rendered pursuant to this Agreement the sum of *\$3,200 dollars, Amount for Travel, Lodging and/or Meals (\$*0.00)(Itemized Billing Required) Total Contract Amt. (\$*3,200.00)

Article 3. Installment Payments for Long-Term CONSULTANTS Payment of CONSULTANT's fee shall be made pursuant to the following schedule after receipt and approval by DISTRICT of such reports as DISTRICT may specify to verify the satisfactory performance by CONSULTANT of the work to which each payment pertains. (Attach schedule if necessary.)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS-Boxed area must be completed by CONSULTANT

MUST BE COMPLETED BY CONSULTANT

Are you a retired school employee?
_____ Yes x _____ No

Are you currently employed by the Sweetwater Union High School District or any other school district?
_____ Yes x _____ No

If yes, which district? _____

If you presently work for a school district or retired from a school district you will be paid through the payroll system.

Consultant's Signature

I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.

CONSULTANT

Regents of University of California, Irvine

Company

Nicole Gilbertson

Consultant's Name

Authorized Signature

Address

City _____ State _____ Zip _____

Telephone : Hm () _____ - _____ Wk () _____ - _____

Article 4. Time of Performance and Term of Agreement The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on *6/30/17. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.

Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.

Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.

Article 8. Termination of Agreement DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

Article 9. Status of CONSULTANT It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.

Article 10. Assignment No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

Article 11. Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	3010	X	1110	2140	5810	000	402	132883

DISTRICT OFFICE USE ONLY

(COMPLETE BUDGET NUMBER IS REQUIRED)

<p>SWEETWATER UNION HIGH SCHOOL DISTRICT</p> <p>_____</p> <p>Karen Michel, CFO</p> <p>_____</p> <p>Date _____ 20____</p> <p>Pursuant to Resolution No. 2496, for contracts.</p>	<p>_____</p> <p>Site Principal or Cabinet Member Signature</p>
	<p>This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on _____</p> <p>Item No. _____</p>



May 8, 2017

Board Item - G.-1.

Issue:

Excursions and field trips.

Superintendent's Recommendation:

Report on excursions and field trips.

Analysis:

In accordance with Board Policy 6153, school-sponsored trips are designed to promote and enhance classroom learning experiences. Such trips shall encourage new interests among students; make them more aware of community resources; and help them relate their school experiences to the outside world. The following excursions and field trips were approved by the superintendent and/or his designee. All excursions and field trips are on file in the office of leadership development and systems innovation.

For questions regarding this board Item, please contact Dr. Dianna Carberry at (619) 585-4490 or dianna.carberry@sweetwaterschools.org.

Fiscal Impact:

Expenditure of \$4,380, for Sweetwater High School, to be paid from discretionary budget, Resource Code: 0000.

ATTACHMENTS:

Description	Type
☐ Excursions and Field Trips	Backup Material

<u>SITE</u>	<u>APPROVAL</u>	<u>TRAVEL DATE</u>	<u>EVENT/ DESTINATION</u>	<u>FISCAL IMPACT/ EXPENDITURE</u>	<u>PARTIC. COST</u>	<u># OF PARTIC.</u>	<u># OF CHAPERONES</u>
MVH	Carreon/Carberry	07/24/17 - 07/27/17	Mar Vista High School students to Malibu, CA. Students will participate in the Yearbook Camp at Pepperdine University.	Balfour	\$0.00	6	1
SUH	Gavin/Alvarez	07/07/17 - 07/10/17	Sweetwater High School students to Santa Barbara, CA. Students will participate in the CADA/CASL Summer Leadership Camp at University of California, Santa Barbara.	Discretionary Budget	\$547.50	7	1



May 8, 2017

Board Item - G.-2.

Issue:

San Diego Youth Symphony and Conservatory Agreement.

Superintendent's Recommendation:

Approve Memorandum of Agreement with San Diego Youth Symphony and Conservatory and the Sweetwater Union High School District to conduct a summer bridge music camp.

Analysis:

The San Diego Youth Symphony and Conservatory will provide a five-day Visual and Performing Arts (VAPA) Summer Exploration Music Camp, June 12-16, 2017, at Hilltop Middle School. Students will come together to learn and experience different VAPA offerings: playing instruments, drumming, miming, Broadway musicals, and storytelling. Students who currently play an instrument will learn from professional Teaching Artists from the Conservatory. Students who have never played a band or orchestra instrument will get to learn and perform on violin all week. The Summer VAPA Exploration program is open to all students.


By being part of the music camp experience, students will be exposed to various modes of creative thinking, music workshops and have the opportunity to develop literacy through the arts. Students will also bridge from elementary to middle school while understanding how music influences listening, speaking and writing, which is part of the English Learners Development (ELD) standards. Through the Storytelling workshop, students will have the opportunity to reflect on their experiences with the arts and how they influence their connectivity to school, home and learning.

For questions regarding this board Item, please contact Dr. Dianna Carberry at (619) 585-4490 or dianna.carberry@sweetwaterschools.org.

Fiscal Impact:

Expenditure not to exceed \$11,002, to be paid from Title I Grant Funds, Resource Code: 3010.

ATTACHMENTS:

Description	Type
 SD Youth Symphony Agreement	Backup Material

MEMORANDUM OF AGREEMENT
Between
SAN DIEGO YOUTH SYMPHONY AND CONSERVATORY
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Agreement (“MOA”) is entered into this 1st day of April, 2017 by and between the SAN DIEGO YOUTH SYMPHONY AND CONSERVATORY, a non-profit organization located at 1650 El Prado #207A, San Diego, CA 92101, hereafter referred to as “SDYS” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of Hilltop Middle School, located at 44 E. J St, Chula Vista, CA 91910, hereafter referred to as “SUHSD” to collaborate on the Summer VAPA Exploration Camp, hereafter referred to as “Camp.”

1. TERM OF AGREEMENT

This Agreement is effective from the date it is signed by all parties and approved by the SUHSD Board of Trustees and terminates **30** days after the completion of the Camp or on July 15, 2017, whichever is later.

2. SCOPE OF SERVICES

SDYS will provide a summer camp, currently scheduled for June 12-16, 2017, at Hilltop Middle School, Chula Vista, CA. The camp shall take place at the determined site and for the length of time described in Exhibit A. Any special requirements need to be disclosed one week in advance, and additional costs may be charged.

3. PARTIES’ RESPONSIBILITIES

A. SDYS will:

- Provide a 5-day Visual and Performing Arts Camp pursuant to the description and schedule attached as **Exhibit A**, which is incorporated by this reference.
- SDYS will determine the scope and nature of the activities based on consultation with SUHSD and based on SDYS's current operating procedures, services and rules.
- Due to a number of factors which are beyond the control of SDYS and for safety and health reasons, SDYS reserves the right in SDYS's sole discretion to alter, terminate or modify the activities at any time and without notice, but will make every effort to notify SUHSD of the equivalent activities scheduled to meet the SUHSD’s interests.
- The decision of SDYS is final and binding.
- SDYS cannot provide medical treatment or medical supervision other than basic first aid for cuts and scrapes.

B. SUHSD will:

- SUHSD and all participants will be made aware that the participation in Camp activities is not risk-free and injuries could occur.
- SUHSD and all participants engaging in the Camp activities shall execute a release of liability in SDYS's standard form.
- SUHSD will not allow a person to participate in the activities or the Camp unless the person or the person's parent or guardian signs the release.
- SUHSD will not allow a person to participate in Camp activities if SDYS believes in SDYS's sole discretion that the person cannot safely engage in Camp activities, or lacks the proper shoes and clothing to join in Camp activities.
- SUHSD shall advise the parents and guardians of all participants that anyone needing medical supervision cannot go to Camp unless cleared in advance SUHSD waiver is signed.

4. PARTICIPATION IN ACTIVITIES

This Camp will consist of a number of activities and events which may include performing instruments, acting, singing, writing, public speaking, and similar artistic pursuits. The activities may take place within small or large groups. SDYS shall determine the schedule of the activities and the type offered. There is absolutely no guarantee of any set order or type of activities or that all proposed functions will take place during the Camp. The itinerary of the Camp may vary due to a number of factors which could include the availability of resources and supplies, the time of day, the season, the facilities, and safety concerns.

5. QUALITY OF EXPERIENCE

SDYS will use its reasonable best efforts to make the Camp an enjoyable, educational and inspiring experience for SUHSD and the participants. However, as the success of the Camp and activities depend on many factors which are not under the control of the SDYS (including the conduct of the participants), there are no guarantees. Therefore, the only recourse to the School and a participant after a showing of actual damages would be a potential refund of 50% of the Costs and Fees paid and no other damages, including consequential or punitive.

6. NON-DISCRIMINATION

Parties shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

7. COSTS AND FEES

SUHSD shall be fully responsible for payment of the "Costs and Fees" set forth in Exhibit A, at the rate and the number of student participants listed in Exhibit A. These costs and fees shall not exceed \$11,002. If the Camp is canceled or postponed for any reason, SDYS will attempt to reschedule a new time and date. If SDYS and SUHSD are unable to agree on a new time and date within a reasonable time period, fifty percent (50%) of the Costs and Fees shall be refunded, with the remaining going to SDYS. The total Cost shall be payable in two increments as follows: 50% will be payable upon execution and Board approval of the MOA, and the remaining balance shall be payable within seven (7) days of the completion of Camp.

8. PROPERTY OWNERSHIP

Any equipment provided by SDYS remains the property of SDYS. Any intentional destruction of SDYS's equipment, whether intentional or unintentional, shall be replaced by SUHSD.

9. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other parties, their directors, officers, agents and employees from any and all claims, demands, and other liability including costs and attorney's fees, resulting from or arising out of its performance and/or non-performance under this MOA: performance and/or non-performance of its duties and responsibilities with respect to this MOA and any other negligent or willful act or omission of its directors, officers, agents or employees.

10. LIABILITY INSURANCE

A. For the term of this MOA, SDYS shall include SUHSD in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by SDYS to SUHSD with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. SDYS shall furnish SUHSD with, and shall maintain on file with SUHSD during the term of the MOA valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to SUHSD.

B. SUHSD shall carry general liability insurance and or self-insurance covering SUHSD employees during the term of the MOA with SDYS, with limits of \$2,000,000.00 per occurrence with a \$4,000,000 general aggregate evidenced by a certificate of insurance. This document shall be delivered to SDYS prior to the commencement of the MOA.

11. MUTUAL BARGAINING STRENGTH

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this MOA; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has

deemed appropriate, relative to any and all matters contemplated under this MOA, (iv) each party and such party's counsel and advisors have reviewed this MOA, (v) each party has agreed to enter into this MOA following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the MOA, or any portions hereto, or any amendments hereto.

12. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOA and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

13. ATTORNEY'S FEES

Should litigation be necessary to enforce any terms or provisions of this MOA, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

14. COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this MOA including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

15. FINAL APPROVAL

This MOA is of no force or effect until approved by signature by the Sweetwater Union High School District Board of Trustees and SDYS.

16. ENTIRE MOA

This MOA represents the entire MOA and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOA may not be amended in any way except in writing duly executed by both parties hereto.

17. CAPACITY TO SIGN

All parties covenant that they possess all necessary capacity and authority to sign and enter this MOA. All individuals signing this MOA for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

18. CAPTIONS

The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this MOA or of any particular article or section.

19. CONSTRUCTION

The language in all parts of this MOA shall be in all cases construed simply according to its fair meaning, and not for or against any party by reason of such party or its legal counsel having prepared this MOA or any of its provisions.

20. COUNTERPARTS

This MOA may be executed in multiple counterparts, all of which taken together shall constitute one original MOA.

21. MODIFICATIONS

No modification, waiver or discharge of this MOA will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

22. NO WAIVER

A party's failure to insist on the strict performance of any covenant or duty required by the MOA, or pursue any remedy under the MOA, shall not constitute a waiver of the breach or the remedy.

23. NUMBER AND GENDER

Where the context in which words are used in this MOA indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

24. SEVERABILITY

In the event that any provision of this MOA shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOA.

25. SUCCESSORS AND ASSIGNS

Except as herein otherwise provided to the contrary, this MOA shall be binding upon and inure to the benefit of the parties' signatory hereto, and their successors and assignees.

26. EXHIBITS

All exhibits that are attached to this MOA are made a part hereof.

27. CONFIDENTIALITY

Each party agrees that the terms and provisions of this MOA (including, without limitation, all oral and written negotiations leading to this MOA) are confidential and will not be released, without the approval of the other party(ies), to any other persons except a lender(s) of any party and legal counsel, accountants and other consultants of any party, except to the extent allowable by state or federal law, administrative regulation or court of competent jurisdiction. Each party shall be responsible for its employees maintaining the confidentiality required by this paragraph, to the extent allowable.

28. TRANSPORTATION

Transportation for Camp will not be provided by SDYS. The SUHSD will coordinate transportation of students and chaperones to and from the Thursday fieldtrip, and will provide such transportation in a district-provided vehicle.

29. NOTICES:

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon fax transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own fax machine and sends a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below provided, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to SDYS: **Dalouge Smith**

SAN DIEGO YOUTH SYMPHONY AND CONSERVATORY
1650 El Prado #207A
San Diego, CA 92101
Telephone: 619-233-3232 ext. 170
Email: dsmith@SDYS.org

If to SUHSD: **Griselda Delgado**

Hilltop Middle School SUHSD
44 E. J St
Chula Vista, CA 91910
Attention: Griselda Delgado
Telephone: (619) 498-2700
Email: Griselda.Delgado@sweetwaterschools.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The parties agree to the foregoing as of April 7, 2017 in California.

SDYS:

San Diego Youth Symphony and
Conservatory, a California non-
Profit organization

By Dalouge Smith, President and CEO

Date:_____

SUHSD:

Sweetwater Union High School District on
behalf of Hilltop Middle School

By:_____

Date:_____

Exhibit "A"

Page 1 of 4

Memorandum of Agreement by and between the SAN DIEGO YOUTH SYMPHONY AND CONSERVATORY, and SWEETWATER UNION HIGH SCHOOL DISTRICT, on behalf of HILLTOP MIDDLE SCHOOL, to collaborate on the SUMMER VAPA EXPLORATION CAMP.

Overview

SDYS LEADS 5-day Summer Camp

- Location: Hilltop Middle School (subject to change)
- June 12 -16, 2017
- Not to exceed 60 students.
- 30 students minimum: final number of students attending Camp will be finalized by Monday, June 5, 2017.
- No transportation provided.
- Camp includes instruments needed for beginning string students, and instruments and materials needed for leading VAPA electives.
- Camp does not include instruments for students who already play an instrument, or band students.
- Camp includes training, planning, and necessary materials for Hilltop Middle School teachers who will be working as a Camp teacher (music teacher and English teacher).

List of the Activities

Activities are subject to change, cancellation or modification.

- Beginning strings lessons
- Intermediate string lessons
- Intermediate band lessons
- Percussion Bucket Band
- Songwriting
- Miming
- Storytelling, story writing, script writing, public speaking
- Broadway musical writing, acting, singing, and performing
- Field trip to San Diego State University Music Department
- Culminating performance of music learned

Total Cost Not to Exceed: \$11,002

Total Costs and Fees:

Total Cost of all Programs above: maximum \$11,002 payable as follows:

- 50% (\$5,501) upon execution of contract
- Remaining balance (\$5,501) due upon completion of Camp, within seven (7) days of Camp's completion.

Exhibit "A"

Page 2 of 4

Camp Dates	June 12-16, 2017
Camp Time	8:00am-noon
Number of Student Participants	30-60 students
Locations	
Monday - Wednesday; Friday	Hilltop Middle School
Thursday	San Diego State University Music Department

Monday, Tuesday, and Wednesday	
8:00-8:20	Welcome meeting
8:20-8:25	Transition
8:25-9:25	Elective (Broadway writing and acting; songwriting; Bucket Band; Miming)
	*Electives may change due to enrollment and/or staff hires.
9:25-9:30	Transition
9:30-10:30	Beginning violins - taught by SDYS
	Returning Strings - taught by SDYS
	Returning Band - taught by HMS Music Teacher
	Flexible Overflow Instruction - taught by SDYS
10:30-10:50	Nutrition Break
10:50-10:55	Transition
10:55-11:30	Script Writing- taught by HMS English teacher
11:30-11:45	Professional Music Performance by instructors
11:45-noon	Meet and Greet with HMS staff (details to come)
*11:15-11:45	Parent Bucket class

Exhibit "A"
Page 3 of 4

Thursday Schedule	
8:00-8:10	Welcome meeting
8:10-8:15	Load Bus
8:30 AM	Depart HMS
9:10 AM	Arrive to SDSU Music Department
9:15-10:30	SDSU campus tour
10:35-11:00	Nutrition Break
11:00-11:15	Q/A SDSU College Jeopardy Game
11:15-11:20	Load Bus
11:20	Depart SDSU
11:50 AM	Arrive back to HMS
Noon	Camp ends

Friday Schedule	
8:00-8:10	Welcome meeting, HMS
8:10-8:30	Walk to HHS
8:30-8:45	Camp meeting in HHS theater
8:40-8:45	Transition
8:45-9:15	Final elective prep
9:15-9:20	Transition
9:20-9:55	Final instrumental practice in sections
9:55-10:00	Transition
10:00-10:30	Full ensemble rehearsal on stage
10:30-11:00	Dress rehearsal on stage
11:00-11:15	Concert prep
11:15-noon	Final day concert, HHS Theater

Exhibit "A"
Page 4 of 4

SDYS BUDGET		
SDYS staff:		
Monday-Friday	7:30-12:30 (5 hours/days @ \$50/hour X 4 staff)	5000
Teaching Artist prep	6 hours @18/hour X 4 staff	432
SDYS Planning	20 hours @ \$40/hour	800
SDYS Camp Manager	7:30-12:30 (5 hours/days @ \$40/hour)	1000
Payroll taxes and benefits 15%		1084.8
		8316.8
Non-staff expenses:		
Instrument supplies	SDYS buys/HMS Keeps	200
Music	SDYS buys/HMS Keeps	300
Thursday Lunch	(30-50 students and adults)	500
SDYS instrument use	(Check out; check in; delivery; pick up)	250
		\$1,250
Overhead 15%		1435.02
Total cost		11001.82
Costs to be paid directly by SUHSD		
Hilltop Middle School Music Teacher		
Hilltop Middle School Drama Teacher		
Thursday bus to SDSU		
Monday through Friday Snacks and Meals		
Facilities and Janitorial at Hilltop Middle School		



May 8, 2017

Board Item - G.-3.

Issue:

Williams vs. The State of California quarterly report to the board of trustees.

Superintendent's Recommendation:

Accept regular, state-mandated Williams vs. The State of California quarterly report to the board of trustees (Williams vs. The State of California: SB6, SB550, SB1550, AB2727, AB3001).

Analysis:

The Williams case was settled in San Francisco County Superior Court in 2004 resulting in the Williams Act. The law requires that every student, including English learners, must have instructional materials to use in the classroom and take home to complete assignments. The law also requires that every school must be clean, safe and maintained in good condition and parents must be notified in the event a teacher has improper credentials or a vacant position is yet to be filled by a qualified teacher.

The Sweetwater Union High School District is required to report summarized data on the type and resolution of all Williams' complaints on a quarterly basis to the San Diego County Superintendent of Schools and the district's governing board. (EC § 35186(d)).

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting (EC § 35186(d)). The reports system has been aligned to the San Diego County Office of Education timelines.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints (EC § 35186(d)).

The complaints and responses are required to be available as public records and are available from the office of state & federal programs (EC § 35186(d)).

The number of complaints registered on the County Office of Education's website for the district's Williams complaints and reported to the County Office of Education

for the third quarter of 2017 (January, February, March) is 30 complaint(s) received regarding facilities of which 29 were not deemed as Williams' complaints, (1) remaining unresolved and staff is currently working on this complaint.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Fiscal Impact:

None.



May 8, 2017

Board Item - G.-4.

Issue:

Memorandum of Understanding.

Superintendent's Recommendation:

Approve Memorandum of Understanding (MOU) between National Math and Science Initiative (NMSI) and Olympian High School to provide facility access to train teachers on science, math and English.

Analysis:

Facility access of Olympian High School is scheduled to take place on June 6 through June 9, 2017, to train teachers from 6:30 a.m. to 5:30 p.m. NMSI requires access to the facility on the Monday prior to the first day of training on science, math and English. NMSI requests the use of a minimum of four (4) standard classrooms and three (3) science labs for the training. NMSI may request additional rooms, if necessary, based on the number of registrations received. NMSI will provide training and payment to staff. Presenters to be selected by NMSI. Participants will be from across the SUHSD.

Olympian High School will provide clearly defined guidelines regarding building access, materials and equipment delivery. The facility point of contact will accept responsibility of the materials and equipment, and in addition, the site will ensure the return of specified materials and equipment.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description

Type

MEMORANDUM OF UNDERSTANDING
Between
NATIONAL MATH + SCIENCE INITIATIVE,
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this May 8, 2017, by and between the National Math and Science Initiative, a Texas Non-Profit Corporation, of 8350 North Central Expressway, Suite M-2200, Dallas, Texas 75206, Telephone: 214-346-1222, hereafter, referred to as “Company” or “NMSI” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911, hereafter referred to as “SUHSD” to collaborate on the College Readiness Program (CRP) to increase participation and passing rates of students in STEM AP Courses (English, Math, Science, and Computer Science).

1. TERM OF MOU

This MOU is effective from the date it is signed by all parties and approved by the SUHSD Board of Trustees and terminates on June 30, 2017.

2. SCOPE OF SERVICES

As part of the NMSI and SUHSD partnership, SUHSD is participating in NMSI’s “Laying the Foundation” (LTF) training for all 7th-12th teachers teaching STEM AP and non-AP courses. To be able to deliver such training to SUHSD teachers, NMSI seeks facility access, use, and campus support at Olympian High School, 1925 Magdalena Avenue, Chula Vista, CA 91913 as detailed below to conduct the following teacher training using the National Math and Science Initiative materials and resources.

PARTIES RESPONSIBILITIES

A. Company will:

1. Offer the following modules from the Laying the Foundation’s training on June 6-9, 2017 for SUHSD’s STEM AP and non AP teachers. Company agrees to provide an additional section if any session enrollment exceeds 35 in that discipline. All courses must have a minimum of 12 teachers registered no later than May 12, 2017 to be offered.

	Course	Modules	Year	# of
Middle School	English	1-4	1	1
	Math	1-4	1	1
	Science	1-4	1	1
High School	English	1-4	1	1
	Math	1-4	1	1
	Biology	1-4	1	1
	Chemistry	1-4	1	1
Totals				7

2. Provide the training staff to be selected and paid by NMSI (hereinafter called “NMSI Presenter”). The NMSI Presenter will report to NMSI or the NMSI-authorized representative in connection with the performance of the duties under this Agreement.
3. Provide all equipment and materials necessary for the training session. All equipment will be shipped to: Shipping Location Information Math, English, & Science Training

Shipping Point of	Jesus L. Ulloa-Higuera
Site Location Name	College & Career Readiness Office
Physical Street Address	680 L Street, Suite E, Chula Vista, CA
Email	jesus.ulloa-
Phone Number	619-600-3340

4. Provide lunch each of the training days for all participants.
- ~~5.~~ Shall have the right to market to and invite attendees from surrounding districts outside of SUHSD.
6. Communicate with its trainers and participants that specific needs should be channeled through the NMSI representative who will communicate with the Designated LTF Point of Contact (POC).
7. Pay the following stipends to SUHSD on behalf of the following POC's
 - a. Designated LTF Point of Contact stipend of \$800.
 - b. IT Point of Contact stipend of \$200.
 - c. Science Point of Contact of \$200.

A. SUHSD will:

1. Provide use of Olympian High School facilities as set forth below for the training which will be held on June 6-9, 2017, including providing NMSI access to the facility from 6:30 am to 5:30 pm.
 - a. Provide use of a minimum of (6) standard classrooms and (3) science labs for the training. NMSI may request additional rooms, if necessary, based on number of registrations received and additional sessions that need to be provided.
 - b. Provide a room large enough to serve and eat boxed type lunches.
 - c. Follow all requirements set forth in Exhibit A related to safety considerations for science labs.
2. Provide NMSI access to the facility on Monday, June 5, 2017, as requested. A set up time will be determined by the Facility Point of Contact (named below) and the NMSI Training Coordinator.
3. Air Conditioning will be provided for all 5 days NMSI has access to the facility.
4. Olympian High School will provide clearly defined guidelines regarding building access and materials and equipment delivery.

5. Provide sufficient custodial support to organize and clean the facility as determined by the number of participants according to the School's facility usage guidelines.
6. Designate points of contact for various functions during the training as
 - a. Designated LTF Point of Contact (POC) that is on site and immediately available all 5 days from the set up date June 5, 2017 through the last day June 10, 2017.

- i. Designated LTF Point of Contact

LTF Point of Contact	Elaine Elefante-Leano
Title/ Position in	Director of College & Career
Email Address	elaine.leano@sweetwaterschools.org
Cell Number	619-390-1992

- ii. Ensure availability of all equipment listed on the "Site provided equipment" list (which NMSI will provide to DLTF POC no later than one week after registration for classes close), or coordinate purchase by NMSI of required equipment as set forth in Exhibit C.
 - iii. Receive and check in materials within 48 hours of receipt. *Materials typically begin arriving two to three weeks prior to training.* Notify NMSI if any materials are missing immediately.
 - iv. NMSI will provide a list of the materials needed for the trainings. If the site or district does not have these resources readily available, please notify NMSI immediately. Science is especially important to review as soon as possible due to the labs – enlist the Science POC for help.
 - v. Three weeks prior to the training, please forward host school map/schematic to include location of classrooms, room numbers, parking, etc. for NMSI trainers and attendees.
 - vi. Place all materials in the appropriate classrooms prior to the NMSI trainer/s arrival on the day of set up. The Science POC will need to assist with the science equipment distribution.
 - vii. Make sure maintenance and front office staff are aware of the arrival of guests in the building-bath rooms should be unlocked, paper products stocked, air conditioning fully functioning if available in your building. Keys to classroom doors, science lab cabinets, bathrooms, and cafeteria for water and snacks should be accessible to POC in case maintenance is not readily available.
 - viii. The Designated LTF POC will secure a Technology - IT Point of Contact and ensure that this person is on the premises and immediately available during set up day and the morning of the first day of training. The IT POC is responsible for the

technology resources working appropriately in the rooms throughout the training with access to internet, SmartBoards and/or laptop connections and LCD projectors and screens, document cameras, etc.

b. Facility Point of Contact:

i. Facility Point of Contact Information

IT Point of Contact	Brahim Wahib
Title/ Position in	Assistant Principal / Olympian HS
Email address	brahim.wahib@sweetwaterschools.org
Cell Number	619-XXX-XXXX

- ii. Accept responsibility of the materials and equipment and will ensure the return of specified materials and equipment.

c. IT Point of Contact

i. IT Point of Contact Information

IT Point of Contact	James Pele
Title/ Position in	IT Technician for Olympian High
Email address	james.pele@sweetwaterschools.org
Cell Number	619-520-0139

- ii. NMSI requires that a district/school IT Point of Contact be on site June 5, 2017 prior to the first day of training, as well as on the June 6, 2017 first day of training, to help with technology issues, such as but not limited to, computer login, wireless passwords, projector use, etc.

d. Science Point of Contact

i. Science Point of Contact Information

Science Point of	Dr. Fabian
Title/ Position in	AP Science Teacher, Olympian High
Email address	benedict.fabian@sweetwaterschools.org
Cell Number	619-851-3708

- ii. NMSI requires that a district/school science teacher familiar with the labs at this facility be designated as the Science Point of Contact and is on site June 5, 2017 prior to the first day of training to help set up and to ensure that the equipment and resources required for the 4 days of training are readily available.
- iii. Review the materials list in advance of training and notify NMSI of the needs, help with set up at scheduled time prior to

- training day to make sure the equipment is set up and ready, and stay the last day about an hour to help the trainers pack up.
- iv. This individual may be a science teacher attending the LTF training
 - v. Confirm what equipment the school is able to provide and return a list of equipment that the NMSI LTF Coordinator will need to provide (exception glassware will not be shipped).
 - vi. Comply with all safety requirements for transporting and handling chemicals needed for the training as set forth in Exhibit B.

3. NON-DISCRIMINATION:

Parties shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

4. COSTS AND FEES:

The parties acknowledge that the exchange of services between them constitutes good and valuable consideration.

As it relates to the training itself, NMSI will pay for all costs associated with their training staff, materials, lunches, and equipment that the site is unable to provide as part of Exhibit C equipment provisions. NMSI will provide SUHSD \$1,200 for stipends to cover expenses related to the work performed by the various Points of Contact. SUHSD will cover costs associated with facility rental in lieu of requiring any facilities rental fees.

5. PROPERTY OWNERSHIP

All property that was provided by NMSI will remain their property. All property borrowed by NMSI from SUHSD will remain property of SUHSD.

6. INDEMNIFICATION

To the fullest extent allowable by law Company agrees to defend, indemnify and hold harmless the SUHSD, its Board of Trustees members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this MOU, including, but not limited to any Claim for personal and bodily injury, death, property damage, loss of profits, infringement upon intelligent property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by SUHSD during performance of this MOU; except

where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties

7. INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to District, Company shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Company, his agents, representatives, employees or subcontractors Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability in the amount of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.

8. MUTUAL BARGAINING STRENGTH

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this MOU; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this MOU, (iv) each party and such party's counsel and advisors have reviewed this MOU, (v) each party has agreed to enter into this MOU following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the MOU, or any portions hereto, or any amendments hereto.

9. INDEPENDENT CONTRACTOR/NO JOINT VENTURE

This Agreement shall not render NMSI or its staff an employee, partner, agent of, or joint venture with the SUHSD for any purpose. NMSI is and will remain an independent contractor for purposes of NMSI compensation hereunder. NMSI may, at its own expense, employ such assistants or subcontractors as NMSI deems necessary.

10. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

11. ATTORNEY'S FEES

Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

12. COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this MOU including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

13. FINAL APPROVAL

This MOU is not in force and has no effect until approved by signature by the District Board of Trustees.

14. ENTIRE MOU

This MOU represents the entire MOU and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

15. CAPACITY TO SIGN

All parties covenant that they possess all necessary capacity and authority to sign and enter this MOU. All individuals signing this MOU for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

16. CAPTIONS

The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this MOU or of any particular article or section.

17. CONSTRUCTION

The language in all parts of this MOU shall be in all cases construed simply according to its fair meaning, and not for or against any party by reason of such party or its legal counsel having prepared this MOU or any of its provisions.

18. COUNTERPARTS

This MOU may be executed in multiple counterparts, all of which taken together shall constitute one original MOU.

19. MODIFICATION

No modification, waiver or discharge of this MOU will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

20. NO WAIVER

A party's failure to insist on the strict performance of any covenant or duty required by the MOU, or pursue any remedy under the MOU, shall not constitute a waiver of the breach or the remedy.

21. NUMBER AND GENDER

Where the context in which words are used in this MOU indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

22. SEVERABILITY

In the event that any provision of this MOU shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOU.

23. SUCCESSORS AND ASSIGNS

Except as herein otherwise provided to the contrary, this MOU shall be binding upon and inure to the benefit of the parties' signatory hereto, and their successors and assignees.

24. EXHIBITS

Exhibit A-C are attached to this MOU and are made a part hereof.

25. RIGHT TO CURE:

If a party defaults under any of this MOU's terms, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this MOU or applicable law

26. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon telecopier transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own telecopier and send a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below provided, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company, to:	Debbie Reynolds National Math + Science Initiative 8350 North Central Expressway – Suite M2200 Dallas, Texas 75206
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Telephone: 214-346-1222
Email: dreynolds@nms.org

If to SUHSD, to: Elaine Elefante-Leano
Director of College and Career Readiness Office
680 L Street Suite E,
Chula Vista, CA 91911
Telephone: 619-600-3340
Email: elaine.leano@sweetwaterschools.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The parties agree to the foregoing as of May 8, 2017, in California.

Company:

SUHSD:

National Math + Science Initiative,

Sweetwater Union High School District

By: _____

By: _____

its: Vice President State and District its : CHIEF FINANCIAL OFFICER
Partnerships



May 8, 2017

Board Item - G.-5.

Issue:

Memorandum of Understanding with Sibme regarding a video coaching tool.

Superintendent's Recommendation:

Approve Memorandum of Understanding between Sibme and the Sweetwater Union High School District (SUHSD) for the purpose of developing video coaching tools that advance collaboration around Quality First Instruction.

Analysis:

Sibme is an online platform that allows teachers, instructional leaders, and other professionals to capture, share, view and collaborate around videos and related resources for the purpose of self-reflection, instructional coaching, mentoring, Professional Learning Communities (PLC)/lesson study, peer observations, and assessment. Sibme offers teachers a platform for considering Quality First Instruction in a reflective, secure, and professional environment. Teachers can engage in pre-observation conferences, upload of video, real-time and post-video commentary, and post-observation conference in virtual lesson study format.

Participants in the SUHSD Teacher Induction program (mentors and year two candidates) will use Sibme individually and in small groups ("huddles") to share, review, discuss, and critique footage of classroom instruction. They will post planning documents alongside videos and time-stamped comments, exploring factors that produce Quality First Instruction.

Research has documented the powerful effects of informal professional development such as lesson study and PLC engagement around video critique. Sibme offers a tool that advances these outcomes. Using Sibme advances LCAP goals 1.3.l: Professional development in California standards-aligned curriculum and in district-wide initiatives with a focus on literacy skills, quality first instruction, mastery, social-emotional needs and technology enhanced instruction, and 4.1.f: Nurture, value and build relationships between and among all employees through purposeful collaboration including improved communication, on-boarding, in-boarding mentoring and coaching.

The cost to provide 270 Induction candidates and 80 mentors access to Sibme for

the 2017-2018 school year is \$15,000. The cost for the day of training for all mentors is \$4,500. Both expenditures will be paid from Educator Effectiveness Entitlement Funds, Resource Code: 6264.

For questions regarding this board Item, please contact Dr. Dianna Carberry at (619) 585-4490 or at dianna.carberry@sweetwaterschools.org.

Fiscal Impact:

Expenditure not to exceed \$19,500, to be paid from Educator Effectiveness Entitlement Funds, Resource Code: 6264.

ATTACHMENTS:

Description	Type
 Sibme MOU	Backup Material

MEMORANDUM OF UNDERSTANDING
Between
SIBME
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into this **May 8, 2017** by and between SIBME, located at 1113 Vine St., Suite 115, Houston, TX 77002, Telephone: 888.601.6786, hereafter, referred to as "Company" and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911, hereafter referred to as "SUHSD" to collaborate on the provision of a platform for video coaching and collaboration for induction program needs.

1. TERM OF MOU

This MOU is effective from the date it is signed by all parties and approved by the SUHSD Board of Trustees and terminates on **June 30, 2018**.

2. SCOPE OF SERVICES

SIBME is a private video coaching and collaboration platform for teachers, instructional leaders, and other professionals to capture, share, and view videos and related resources for the purpose of self-reflection, instructional coaching, mentoring, professional learning workshops, PLC/lesson study, peer observations, and assessment. The parties will set dates for their in-person training by May 30, 2017, unless mutually agreed to otherwise.

PARTIES RESPONSIBILITIES

A. Company will:

- Provide the District 350 licenses to use the SIBME platform and software which will allow induction candidates and mentors to capture, share, view and collaborate around videos and related resources for the purpose of self-reflection, instructional coaching, mentoring, professional learning workshops, PLC/lesson study, peer observations and assessment.
- Provide in person training on mutually agreed to dates that equate to either a full day or two half day sessions with two consultants for a District selected Induction Mentors on how to use the SIBME web and mobile video coaching and collaboration platform. The parties will set dates by May 30, 2017, unless mutually agreed to otherwise.

- **Ensure that all participating Induction Members bring a laptop or mobile device compatible with the application and ensure connectivity to the district's wireless network prior to arriving at the training.**

3. NON-DISCRIMINATION:

Parties shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

4. COSTS AND FEES:

- A. SUHSD shall be fully responsible for payment of the "Costs and Fees" set forth herein. These costs and fees shall not exceed \$19,500.
- B. Specifically these costs include annual licenses for 350 users and six-hours of training for Induction Mentors. If SUHSD changes dates of the training after May 30, 2017, and as a result the cost of travel increases beyond the costs of \$1,500, then SUHSD will pay the difference which may result in payment in excess of \$19,500. If training is canceled by SUHSD after May 30, 2017, and after travel arrangements have been purchased for reasons other than set forth in Section 24 (Termination and Right to Cure), SUHSD will still pay SIBME for any airfare expenses that cannot be refunded.

5. PROPERTY OWNERSHIP

At the expiration of the MOU, SIBME videos, resources, and Huddles remain the property of the educators and/or school and district. SIBME is not responsible for recovering Huddles or any other user-created content that may be deleted by users. SIBME accounts are user specific and not to be shared. Allocated licenses may be reassigned to accommodate user changes during the license period. SIBME site licenses include all SIBME product updates during the license period described in this proposal, but does not include additional fee based content or services beyond what is offered in this proposal.

6. INDEMNIFICATION

To the fullest extent allowable by law SIBME agrees to defend, indemnify and hold harmless the SUHSD, its Board of Trustees members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability

7. INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to District, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability in an amount no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.

8. MUTUAL BARGAINING STRENGTH

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this MOU; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this MOU, (iv) each party and such party's counsel and advisors have reviewed this MOU, (v) each party has agreed to enter into this MOU following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the MOU, or any portions hereto, or any amendments hereto.

9. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

10. ATTORNEY'S FEES

Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

11. COMPLIANCE WITH LAW

12. FINAL APPROVAL

This MOU is not in force and has no effect until approved by signature by the District Board of Trustees.

13. ENTIRE MOU

This MOU represents the entire MOU and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

14. CAPACITY TO SIGN

All parties covenant that they possess all necessary capacity and authority to sign and enter this MOU. All individuals signing this MOU for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

15. CAPTIONS

The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this MOU or of any particular article or section.

16. CONSTRUCTION

The language in all parts of this MOU shall be in all cases construed simply according to its fair meaning, and not for or against any party by reason of such party or its legal counsel having prepared this MOU or any of its provisions.

17. COUNTERPARTS

This MOU may be executed in multiple counterparts, all of which taken together shall constitute one original MOU.

18. MODIFICATION

No modification, waiver or discharge of this MOU will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

19. NO WAIVER

20. NUMBER AND GENDER

Where the context in which words are used in this MOU indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

21. SEVERABILITY

In the event that any provision of this MOU shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOU.

22. SUCCESSORS AND ASSIGNS

Except as herein otherwise provided to the contrary, this MOU shall be binding upon and inure to the benefit of the parties' signatory hereto, and their successors and assignees.

23. EXHIBITS

All exhibits that are attached to this MOU are made a part hereof.

24. TERMINATION AND RIGHT TO CURE:

If either party defaults on any material term of this agreement, the non-defaulting party may terminate the agreement following allowing the other party to cure the default. If a party defaults under any of this MOU's terms, other than section 2, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. For defaults associated with Section 2 of this agreement, if access to the software or platform is not available or training is not provided as agreed to, the other party has 2 work days after receiving written notice, to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise options to terminate this agreement or exercise other remedies allowed under the agreement or the law.

25. CONFIDENTIALITY

COMPANY and its subcontractors agree to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative Regulation and Policy No. 5022 and 5125) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said

- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No access to individual student data shall be granted by COMPANY to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the DISTRICT or representatives of COMPANY so long as those persons have a legitimate interest in the information.
- D. COMPANY recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by COMPANY. This assurance is binding COMPANY on and such persons as may be employed by COMPANY to assist in any phase of the contractual obligation to the DISTRICT.

26. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Company pursuant to this MOU, shall be the sole property of the District, except that Company shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this MOU shall be at the District's sole risk and provided that Company shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this MOU.

All such materials and data shall be provided to the District, or such other agency or entity as directed by the District or required by law, rule or regulation, immediately upon completion of the term of this MOU, or upon the completion of any individual school site project, as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this MOU or prior to the completion of any individual school site project, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

27. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications

If to Company, to: Brian McGill
Manager of Partnerships
1113 Vine St., Suite 115
Houston, TX 77002
Office: 888-601-6786
Cell: 412.584.8436
brianm@sibme.com

If to SUHSD, to: Dianna Carberry
Assistant Superintendent
Leadership Development & Systems Innovation
Sweetwater Union HSD
1130 Fifth Ave, Chula Vista CA 91911
dianna.carberry@sweetwaterschools.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The parties agree to the foregoing as of **May 8, 2017**, in Chula Vista, California.

Company:

SUHSD:

SIBME

Sweetwater Union High School District

By: 

By: _____

its: CEA

its : Chief Financial Officer _____



May 8, 2017

Board Item - G.-6.

Issue:

Memorandum of Understanding with WestEd Quality Teaching for English Learners (QTEL).

Superintendent's Recommendation:

Approve Memorandum of Understanding between WestEd and the Sweetwater Union High School District (SUHSD) for the purpose of equipping teachers to effectively support English Learners through professional development in the Quality Teaching for English Learners (QTEL) program.

Analysis:

QTEL supports English language learners and their teachers with a research-based approach to engage and accelerate students' academic literacy and content knowledge. The QTEL approach features high challenge and high support – for teachers as well as students.

QTEL's professional development helps teachers, instructional coaches and school leadership implement and support pedagogy preparing students to be career and college-ready in the 21st century. QTEL's pedagogy is characterized by the following principles: high expectations, sustained academic rigor, quality teacher and student interactions, and a focus on language and quality curricula.

The institute focuses on the design and implementation of participation structures for secondary language arts/literacy classrooms as a way to develop language for intermediate and long-term English learners.

QTEL supports multiple LCAP goals, including 1.1.c: Professional development in California standards-aligned curriculum and district-wide initiatives with focus on literacy skills, quality first instruction, and mastery; 1.1.f: A comprehensive research-based ELD program aligned to ELA/ELD framework ensures English Learners' progress quickly toward reclassification; and 1.3.l: Professional development in California standards-aligned curriculum and in district-wide initiatives with a focus on literacy skills, quality first instruction, mastery, social-emotional needs and technology enhanced instruction.

The four-day institute will provide training for up to 36 teachers per three cohorts.

The schools who plan to send teachers are:

Middle Schools/Junior High School

Castle Park Middle School: 4

EastLake Middle School: 6

Granger Junior High School: 6

Mar Vista Academy: 10

Montgomery Middle School: 9

National City Middle School: 7

High Schools

Chula Vista High School: 15

Mar Vista High School: 9

San Ysidro High School: 25

Sweetwater High School: 10

Department

Induction: 3

For questions regarding this board Item, please contact Dr. Dianna Carberry at (619) 585-4490 or dianna.carberry@sweetwaterschools.org.

Fiscal Impact:

Total expenditure for the MOU is not to exceed \$120,000.

Expenditure not to exceed \$40,000, to be paid from Mar Vista Academy LCAP Funds, Resource Code: 0900.

Expenditure not to exceed \$80,000, to be paid from Supplemental/Concentration Funds, Resource Code: 0900.

Additionally, each site will pay each participating teacher \$1,030, for attending all hours of the institute.

ATTACHMENTS:

Description	Type
📎 WestEd MOU	Backup Material

MEMORANDUM OF UNDERSTANDING
Between
WESTED
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into this May 8, 2017, by and between WestEd, located at 730 Harrison St, San Francisco, CA 94107, Telephone: (415) 565-3000, hereafter, referred to as "Company" or "WestEd" and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911, hereafter referred to as "SUHSD" to collaborate on sustained professional development institutes for secondary teachers with large populations of English Learners.

1. TERM OF MOU

This MOU is effective from the date it is signed by all parties and approved by the SUHSD Board of Trustees and terminates on November 30, 2017.

2. SCOPE OF SERVICES

The workshop is titled, "QTEL Building the Base Institutes: Developing Teacher Expertise to Engage English Learners in High Challenge, High Support Instruction." In this four-day institute participants learn ways of scaffolding instruction for student conceptual, linguistic and academic development. The institute focuses on increasing the capacity of educators to teach rigorous academic language and literacy skills to ELs at intermediate or above levels of language proficiency and for teachers of long term ELs. Participants will experience instruction that weaves language, literacy, and content; increase their expertise in scaffolding student discourse through the exploration and analysis of classroom exemplars; and gain the understanding and skills for developing students' metacognitive awareness of language and generative learning strategies. Woven throughout the institute, participants will have the opportunity to apply their learning to the design of scaffolding tasks and lessons that both challenge and support language minority students.

"QTEL Building the Base Institute" will take place during four days: June 5-8, 2017 between 8 a.m. and 3 p.m. daily.

PARTIES RESPONSIBILITIES

A. Company will:

- Conduct three (3) full day sessions for up to 36 participants (up to 108 teachers total) on four consecutive days. The parties have agreed that the trainings will be conducted on June 5-8, 2017.
- Provide one facilitator for each of three institutes.
- Provide all required instructional materials enough for all participants: binders, handouts, and book by Walqui, A. and van Lier, L.(2010). *Scaffolding the academic success of adolescent English Language Learners. A pedagogy of promise*. San Francisco, CA: WestEd

- Invoice SUHSD as set forth in section 4, Cost and Fees.

B. SUHSD will provide:

- All participants with information about the opportunity to attend the institute as deemed appropriate by SUHSD.
- Locations for professional development sessions
- Basic supplies and presentation equipment for professional development sessions. This includes a laptop-compatible LCD projector and screen in each presentation room, one pad of easel-sided poster paper, a set of 30 highlighters, and nine sets of multicolored markers (8 pens/set).
- Pay Company fees as set forth in the Cost and Fee section on the schedule set forth therein.

3. NON-DISCRIMINATION:

Parties shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

4. COSTS AND FEES:

This is a fixed price contract. SUHSD shall be fully responsible for payment of the "Costs and Fees" set forth herein. These costs and fees shall not exceed \$120,000. Each of three presentation teams will work with a group of up to 36 teacher participants for four consecutive days (June 5-8, 2017). The cost per session is \$40,000 and three sessions will serve up to 108 teachers. This fee is inclusive of all staff time and travel expenses to carry out the institutes. Payment shall be made upon completion of the Institutes on or after June 9, 2017.

SUHSD shall commit to payment for all four days of training and shall not terminate any part of the institute as long as WestEd delivers services as described in Section 2. SUHSD reserves the right to confer with WestEd on a daily basis regarding participant feedback, evaluations and requests for future trainings.

Any failure by WestEd to deliver services as described in Section 2 over any of the four-day institutes, which cannot be cured so that the institutes can continue, shall result in pro-rated adjustment of contracted amount (\$10,000 per training group per day).

Payment by SUHSD to WestEd shall be made within 30 days of receipt of an invoice, which will be provided following the successful completion of the three institutes absent the need for proration.

5. PROPERTY OWNERSHIP

The professional development is an in-person training to be delivered at SUHSD facilities may not be reproduced by electronic means. Institute materials, templates and teacher-adapted plans and activities may be replicated and disseminated for classroom use. For any materials, templates and teacher-adapted plans and activities that incorporate third party work, Company will inform SUHSD, and SUHSD will be responsible for obtaining applicable permissions and licenses. Parties agree to otherwise limit distribution of materials beyond the terms of this section to what is required by law or by a court of competent jurisdiction.

6. INDEMNIFICATION

To the fullest extent allowable by law COMPANY NAME agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, arising from or in any way connected with Company's sole negligence during the performance of this MOU, including, but not limited to any Claim for personal and bodily injury, death, property damage, loss of profits, infringement upon intelligent property rights, disclosure of confidential information which might be obtained by COMPANY during performance of this MOU; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

7. INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to District, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors of at minimum **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be **\$4,000,000**.

8. MUTUAL BARGAINING STRENGTH

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this MOU; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this MOU, (iv) each party has agreed to enter into this MOU following such review and the rendering of such advice, and (v) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the MOU, or any portions hereto, or any amendments hereto.

9. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

10. ATTORNEY'S FEES

Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

11. COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this MOU including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

12. FINAL APPROVAL

This MOU is not in force and has no effect until approved by signature by the District Board of Trustees.

13. ENTIRE MOU

This MOU represents the entire MOU and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

14. CAPACITY TO SIGN

All parties covenant that they possess all necessary capacity and authority to sign and enter this MOU. All individuals signing this MOU for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

15. CAPTIONS

The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this MOU or of any particular article or section.

16. CONSTRUCTION

The language in all parts of this MOU shall be in all cases construed simply according to its fair meaning, and not for or against any party by reason of such party or its legal counsel having prepared this MOU or any of its provisions.

17. COUNTERPARTS

This MOU may be executed in multiple counterparts, all of which taken together shall constitute one original MOU.

18. MODIFICATION

No modification, waiver or discharge of this MOU will be valid unless it is in writing and signed by both parties.

19. NO WAIVER

A party's failure to insist on the strict performance of any covenant or duty required by the MOU, or pursue any remedy under the MOU, shall not constitute a waiver of the breach or the remedy.

20. NUMBER AND GENDER

Where the context in which words are used in this MOU indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

21. SEVERABILITY

In the event that any provision of this MOU shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOU.

22. SUCCESSORS AND ASSIGNS

Except as herein otherwise provided to the contrary, this MOU shall be binding upon and inure to the benefit of the parties' signatory hereto, and their successors and assignees.

23. EXHIBITS

All exhibits that are attached to this MOU are made a part hereof.

24. RIGHT TO CURE:

If a party defaults under any of this MOU's terms, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this MOU or applicable law.

25. CONFIDENTIALITY

COMPANY and its subcontractors agree to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative

Regulation and Policy No. 5022 and 5125) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the DISTRICT. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

- A. No identification of students or their parent/guardians by persons other than representatives of COMPANY is permitted.
- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No access to individual student data shall be granted by COMPANY to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the DISTRICT or representatives of COMPANY so long as those persons have a legitimate interest in the information.
- D. COMPANY recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by COMPANY. This assurance is binding COMPANY on and such persons as may be employed by COMPANY to assist in any phase of the contractual obligation to the DISTRICT.

26. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

Unless the Parties agree otherwise, the rights to any materials and data developed by the Company solely in connection with this Agreement (each, a "Deliverable") shall belong to the District. The Parties acknowledge and agree that the Company retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the Company prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement (collectively, "Company IP"). To the extent that any Deliverable incorporates any Company IP, Company shall continue to own all right, title and interest to such Company IP, and Company hereby grants a non-exclusive, nontransferable, and royalty-free right and license to the District to use such Company IP solely for the purposes of fulfilling the scope of work requirements of this Agreement within the District for non-commercial purposes. Such license does not include the right to create derivative works or to sublicense Company IP to third parties. The District hereby grants to Company a non-exclusive, irrevocable, royalty-free, worldwide, sub-licensable, transferrable and assignable, perpetual right and license to reproduce, modify, edit, publish, distribute, display, create derivative works based on, and otherwise use the Deliverables, for educational, not-for-profit purposes only, to support Contractor's mission. For any deliverables that incorporate third party work, Company will inform District, and the District will be responsible for obtaining applicable permissions and licenses. Parties agree to otherwise limit distribution of materials beyond the terms of this section to what is required by law or by a court of competent jurisdiction.

27. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon telecopier transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own telecopier and send a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below provided, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company, to: Leslie Hamburger
Co-Director, Quality Teaching for English Learners
Teacher Professional Development Program
WestEd
Ph: 415.615.3180
Fax: 415.565.3012
lhambur@wested.org
cc: contracts@wested.org

If to SUHSD, to: Dianna Carberry
Assistant Superintendent
Leadership Development & Systems Innovation
Sweetwater Union HSD
1130 Fifth Ave, Chula Vista CA 91911
dianna.carberry@sweetwaterschools.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The parties agree to the foregoing as of May 8, 2017, in California.

Company:

SUHSD:

WESTED
a California Joint Powers Authority

Sweetwater Union High School District

By: *Virgilio F. Tinio, Jr.*
Virgilio F. Tinio, Jr. (May 4, 2017)
Virgilio F. Tinio, Jr.

By: _____

its: CONTRACTS MANAGER

its: CHIEF FINANCIAL OFFICER

May 4, 2017



May 8, 2017

Board Item - G.-7.

Issue:

Revision of Local Education Agency (LEA) plan.

Superintendent's Recommendation:

Approve revision of the Local Education Agency (LEA) plan for the 2016-2019 school years to include the Title II Amendment.

Analysis:

In order to meet legislative requirements for specific federal programs and funding, districts in the State of California are required to submit a Local Educational Agency (LEA) Plan. The Sweetwater Union High School District (SUHSD) LEA Plan includes specific descriptions of how Title I, Title II and Title III Funds are utilized in accordance with the requirements of Every Student Succeeds Act (ESSA). In essence, the LEA Plan describes the actions that ensure that the district meets certain programmatic requirements, including student academic services designed to increase student achievement and performance coordination of services, needs assessments, consultations, alternative support programs (formerly known as SES), homeless/neglected students, and others as required. The district will continuously revise and update the plan and budget to reflect current practice.


For questions regarding this board item, please contact Ana Maria Alvarez at 619-691-5546 or ana.alvarez@sweewaterschools.org.

Fiscal Impact:

The Local Education Agency (LEA) Plan presents the following funds for SUHSD:

Title I Part A (Resource Code: 3010)	\$10,765,410
Title II Part A (Resource Code: 4035)	\$1,580,739
Title III LEP (Resource Code: 4203)	\$832,990
Title III-Immigrant (Resource Code: 4201)	\$86,980

ATTACHMENTS:

Description	Type
 Amendment to the 2016-2019 SUHSD LEA Plan	Backup Material

Amendment to the 2016- 2019 SUHSD LEA Plan

Title II Plan

3.0 The LEA shall use funds for one or more of the following activities	Sweetwater Union High School District	Budgeted amount from Title II
(c) Provide professional development activities that improve the knowledge of teachers, principals, and paraprofessionals in core academic subjects and instructional strategies, methods, and skills. (20 U.S.C. § 6623 (a)(3).)	<ul style="list-style-type: none"> Teachers on Special Assignment provide professional development in quality first instruction strategies to teachers in core academic subjects. Classroom teachers attend (3) Cohort/Zone/Subject-A-Like professional development workshops to collaborate and build quality lessons, units, and common formative assessments. Provide resources and professional development materials to guide/support teachers and administrators. 	<ul style="list-style-type: none"> 1.4 FTE's (6 teachers) - \$140,000 Substitutes for classroom teachers - \$800,000
(e) Carry out programs designed to improve the quality of the teacher force. (20 U.S.C. § 6623 (a)(5).)	<ul style="list-style-type: none"> Teachers attend after-school or Saturdays to plan work aligned to district goals (Technology Task Force meeting, SWC English Language Arts (ELA) and Math Articulation meetings, World Language Professional Development Planning Committee). Teachers attend professional learning conferences such as: CMC South (Math); Global Education Forum; Science, Technology, Engineering and Math (STEM) Symposium (Science); NGSS (Science); ACTFL Annual Conference and World Languages Expo (World Language). Contracts/consultants such as: School Leadership Team (SLT) National Center For Urban School Transformation (NCUST); San Diego County Office of Education Achievement Gap Task Force; Mary Jean Anderson (H/SS); Carol Gaab (H/SS); UC Davis Train the Trainers (Math). 	<ul style="list-style-type: none"> Extra Duty - \$150,000 Registration Fees - \$80,000 Contracts/Consultants - \$110,000
(f) Carry out professional development activities to improve the quality of principals and superintendents, including teachers aspiring to management. (20 U.S.C. § 6623 (a)(6).)	<ul style="list-style-type: none"> Aspiring Administrators Academy cohort participants engage in multiple activities to gain knowledge and exposure to future administrative positions with the support of current assistant principal mentors. First year administrators participate in district-lead workshops throughout the year designed to build capacity and gain knowledge in job related skills. Principals participate in learning walks and other workshops to share knowledge and ensure academic as well as social/emotional needs are being met throughout the district. 	<ul style="list-style-type: none"> Educator Effectiveness Entitlement
(j) The LEA uses categorical funds only to supplement, and not supplant, state and local funds. (20 U.S.C. § 6623 (b).)		<ul style="list-style-type: none"> LCAP initiatives fund PD Title I initiatives fund PD
(k) For participating private schools, the LEA provides equitable educational services and benefits to address the needs of eligible school students, their teachers, and their families. (20 U.S.C. §§ 6320 (a)(1), 7881 (a)(1).)		<ul style="list-style-type: none"> \$91,000

SUHSD ■ 2017-2019 Title II Plan Amendment to the LEA Plan

In 2017-2019 school years, Title II funds will be used to provide professional development, trainings, meetings, or conferences for teachers and/or administrators. The following is a list of what will be paid out of Title II, based on the needs assessment and on-going Title II committee feedback. Budget for each activity will be determined based on allocation of funds to LEA.

- Two Principals on Special Assignment who will coach and support new and struggling administrators.
- Substitutes so that classroom teachers can attend School Leadership Team (SLT) workshops or for aspiring administrators to observe classroom instruction during learning walks.
- Contracts/consultants such as: SLT NCUST; SDCOE Achievement Gap Task Force.
- Substitutes and extra duty pay to support mentors providing mentoring and professional development for new teachers in the Induction Program.
- Extra duty pay for teachers participating in the Teacher Leadership Pathways.

In addition to those listed above, Title II funds have also been allocated to Human Resources and Private Schools. We also used funds to purchase professional books (Art of Coaching, NCUST books).



May 8, 2017

Board Item - H.-1.

Issue:

Memorandum of Understanding (MOU).

Superintendent's Recommendation:

Approve Memorandum of Understanding (MOU) between EduAbroad and the Sweetwater Union High School District (SUHSD) for participation in the American Companion Program, for the 2017-2018 school year.

Analysis:

This is a new partnership with EduAbroad's American Companion Program, and offers an amazing opportunity for international students to grow and learn through firsthand experience studying and living with local American students. This program matches our district students with an international student on a one to one ratio to attend classes and participate in other school activities together. Term of MOU shall be for a period of two years.

EduAbroad shall donate \$30 per day, per each student hosted on a campus.

For questions regarding this Board item, please contact Joe Fulcher at 619.691.5564 or joe.fulcher@sweetwaterschools.org

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
📎 EduAbroad MOU	Backup Material

MEMORANDUM OF UNDERSTANDING
Between
EDUABROAD,
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) between SWEETWATER UNION HIGH DISTRICT SCHOOL DISTRICT, a municipal corporation (“DISTRICT” or “SUHSD”), and SHIMAMURA, LLC, dba EDUABROAD (“EduAbroad” or “Company”), memorializes the terms of an agreement under which District Schools within, and subject to, the District (“District Schools”) will be authorized, in their discretion, to participate in the American Companion Program, defined below, sponsored by EduAbroad.

1. TERM OF MOU

This MOU is effective from the date it is signed by all parties and approved by the SUHSD Board of Trustees and terminates on **June 30, 2019**.

2. SCOPE OF SERVICES

PARTIES RESPONSIBILITIES

A. Company will:

1. EduAbroad warrants that it is in the business of assisting international students residing in foreign countries who desire to study in the United States or to attend short term programs organized and operated by EduAbroad and that EduAbroad has the experience and resources to provide homestay, guardianship, logistics and other services related to the participation of international students in the short-term programs that they are contracting with the District to form a partnership.
2. EduAbroad will warrant that all students that participate in the Companion program meet all immunization of similarly aged middle or high school students.
3. EduAbroad will warrant that they have reviewed with international students and parents the School’s Student Handbook and any other board policies provided by the District prior to allowing students to participate, including but not limited to No Tobacco policies.
4. EduAbroad will provide District School with all necessary contact information, immunization records, medical authorization forms, student information, emergency contacts.
5. EduAbroad will provide each international student with accommodations, transportation to and from School or school sponsored event, and all meals or snacks student requires during their time at School. Should EduAbroad wish to have site provided lunches, EduAbroad will notice School in advance of the visit to determine and arrange appropriate payment.

6. EduAbroad shall donate to District School \$30 per day per each international student participating in the American Companion Program. Such sum shall be paid in one sum at the end of the program. Payment will be made in accordance with District policy's regarding School donations.
7. EduAbroad, through its authorized employees, shall serve as custodial guardian for the international students participating in the American Companion Program as guardian EduAbroad shall provide the following services:
 - a. Maintain communications between parents, District School, and host family concerning all aspects of student's participation in the program;
 - b. Interface with School as needed regarding living, medical and/or behavior questions, or other problems that may arise;
 - c. Assume responsibility for the international student 24 hours/ day 7 days per week regarding any aspect of student's participation in the program or any damage to school facilities;
 - d. Maintain a telephone number for District School, student, student parents and homestay family 24 hour/day and 7 day/week to support students, respond to any emergency and address any problems that may arise; and
 - e. Provide insurance and indemnify District School for any injuries or claims that arise relating to the international student or EduAbroad staff's participation in the program.
 - f. EduAbroad shall arrange and assume full responsibility including rental fees for homestay lodging for each international student.

B. SUHSD, or its schools, will:

1. Schools, in their discretion, shall complete commitment letters to host on their campus international students participating in the American Companion Program.
2. Schools shall designate a point of contact to determine the number and the dates of each visit, which will require approval of the School principal in advance. School shall notify District of all program numbers and dates at least one week in advance.
3. School will assist in pairing international students with current School students, provide ability and opportunity for the paired students to meet in advance of the first school day whenever possible, and assist in providing opportunities for international students to participate in curricular and extra-curricular activities when available.
4. Schools shall notify, coordinate and cooperate with EduAbroad regarding all aspects of the American Companion Program and any problems that may arise.

3. NON-DISCRIMINATION:

Parties shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in

accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

4. COSTS AND FEES

1. EduAbroad shall donate to District School \$30 per day per each international student participating in the American Companion Program. Such sum shall be paid in one sum at the end of the program.
2. EduAbroad will commit to a deposit in a mutually agreed to amount for future program dates should any School's have complaints of damages to School facilities or equipment caused by participation in the program.

5. INDEMNIFICATION

To the fullest extent allowable by law EDUABROAD agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, cause of action, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this MOU, including, but not limited to any Claim for personal and bodily injury, death, property damage, loss of profits, infringement upon intelligent property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by EDUABROAD and its officers, employees, volunteers, international student participants, and agents in the performance of this MOU; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

6. INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to District, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

EduAbroad agrees to maintain in full force and effect at its sole expense, general liability and wrongful acts insurance in the amount of \$2 million per occurrence and \$2 million in the aggregate. EduAbroad agrees to provide a Certificate of Insurance naming the District as additional insured within 30 days of signing this MOU. In addition, the EduAbroad will provide District 30 days' written notice of cancellation or change in coverage.

7. FINGERPRINTING AND TB REQUIREMENTS

Company certifies that all Company employees who work directly with students at the School will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum prior to employment. Company shall provide verification to District of such qualifications of employees prior to visiting a Site. Company certifies its employees who work directly with students at the School will be trained in First Aid and CPR prior to visiting the School

8. MUTUAL BARGAINING STRENGTH

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this MOU; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this MOU, (iv) each party and such party's counsel and advisors have reviewed this MOU, (v) each party has agreed to enter into this MOU following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the MOU, or any portions hereto, or any amendments hereto.

9. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

10. ATTORNEY'S FEES

Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

11. COMPLIANCE WITH LAW

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this MOU including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination. The parties will also obtain all required permits, licenses,

12. FINAL APPROVAL

This MOU is not in force and has no effect until approved by signature by the District Board of Trustees.

13. ENTIRE MOU

This MOU represents the entire MOU and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

14. CAPACITY TO SIGN

All parties covenant that they possess all necessary capacity and authority to sign and enter this MOU. All individuals signing this MOU for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

15. CAPTIONS

The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this MOU or of any particular article or section.

16. CONSTRUCTION

The language in all parts of this MOU shall be in all cases construed simply according to its fair meaning, and not for or against any party by reason of such party or its legal counsel having prepared this MOU or any of its provisions.

17. COUNTERPARTS

This MOU may be executed in multiple counterparts, all of which taken together shall constitute one original MOU.

18. MODIFICATION

No modification, waiver or discharge of this MOU will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

19. NO WAIVER

A party's failure to insist on the strict performance of any covenant or duty required by the MOU, or pursue any remedy under the MOU, shall not constitute a waiver of the breach or the remedy.

20. NUMBER AND GENDER

Where the context in which words are used in this MOU indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

21. SEVERABILITY

In the event that any provision of this MOU shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOU.

22. SUCCESSORS AND ASSIGNS

Except as herein otherwise provided to the contrary, this MOU shall be binding upon and inure to the benefit of the parties' signatory hereto, and their successors and assignees.

23. EXHIBITS

All exhibits that are attached to this MOU are made a part hereof.

24. RIGHT TO CURE:

If a party defaults under any of this MOU's terms, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this MOU or applicable law.

25. CONFIDENTIALITY

COMPANY and its subcontractors agree to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative Regulation and Policy No. 5022 and 5125) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the DISTRICT. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

- A. No identification of students or their parent/guardians by persons other than representatives of COMPANY is permitted.
- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No access to individual student data shall be granted by COMPANY to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the DISTRICT or representatives of COMPANY so long as those persons have a legitimate interest in the information.
- D. COMPANY recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTRICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data)

immediately upon evidence of noncompliance by COMPANY. This assurance is binding COMPANY on and such persons as may be employed by COMPANY to assist in any phase of the contractual obligation to the DISTRICT.

26. TERMINATION OF PROGRAM OR AGREEMENT

It is expressly understood and agreed that in the event EduAbroad or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all EduAbroad and District's rights hereunder ended. Termination shall be upon thirty (30) days written notice to the defaulting party, and no unscheduled student visits will be undertaken after receipt of the notice.

It is further understood and agreed that either party can cancel this agreement at any time with a 30 day written notice.

In the event this Agreement is terminated by the pursuant to this paragraph, programs that are in progress will be allowed to continue and EduAbroad shall make donations as required under Section 4 for any programs that have be completed or are in progress upon their completion.

Furthermore, if student causes damages to property or injury to School student's in addition to assuming liability, EduAbroad acknowledges that the District in its sole discretion may either cancel the offending student's ability to participate or, if severity dictates, cancel the current visit completely after discussing it with EduAbroad to determining if any other remedies are agreeable.

27. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon telecopier transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own telecopier and send a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below provided, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company, to:	Hiromi Shimamura (EduAbroad) (450 B Street, Suite 740) (San Diego), CA 92101 Office: 858-605-0085 / Cell: 619-823-1599 Email: communication@eduabroad.us
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If to SUHSD, to:

Sonia Picos
Student Support Service
1130 Fifth Ave
Chula Vista, CA 91911
Telephone: (619) 585-6011
Email: sonia.picos@sweetwaterschools.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The parties agree to the foregoing as of **May 8, 2017**, in Chula Vista, California.

Company:

SUHSD:

EDUABROAD,
a California corporation

Sweetwater Union High School District

By: Hiromi Shimamura

By: _____

its: CEO

its : CHIEF FINANCIAL OFFICER



May 8, 2017

Board Item - H.-2.

Issue:

Agreement between the Special Olympics Southern California and the Sweetwater Union High School District (SUHSD).

Superintendent's Recommendation:

Approve Agreement between the Special Olympics Southern California and the Sweetwater Union High School District (SUHSD) regarding becoming a Unified Champion School, for the 2017-2018, 2018-2019, and 2019-2020 school years.

Analysis:

Currently we have eleven out of twelve comprehensive high schools with moderate to severe programs, including East Hills Academy, participating in the Unified Sports Exhibition games. Schools that participate in this Special Olympics program can become a Unified Champion School. Participating school(s) commit to implementing the following: Unified Sports, which includes sports training and competition opportunities for students with intellectual disabilities; Inclusive Youth Leadership geared toward students with and without intellectual disabilities working together to lead and plan advocacy, awareness and other Special Olympics throughout the school year; and Whole School Engagement raising awareness and focusing on education activities that promote inclusion and reach the majority of the school population.

Unified Champion Schools are responsible for implementing all three components identified above, to maximize opportunities for positive attitudes to be created among students and reinforced by the schools.

For questions regarding this board item, please contact Joe Fulcher at 619.691.5564 or joe.fulcher@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
 Special Olympics Agreement	Backup Material
 Invitation and Work Plan	Backup Material



Dear **(School Representative)**,

Special Olympics Southern California is pleased to invite your school to become a **Special Olympics Unified Champion School**.

Participation will have a positive impact on the school community as a whole. We believe it is complimentary to education objectives for creating school climates of respect and acceptance for all students.

What it means to become a Unified Champion School

Participating schools will commit to the following:

1. **Unified Sports** – Providing inclusive sports training and competition opportunities for students with intellectual disabilities to showcase their athletic abilities alongside their general education peers, as teammates.
2. **Inclusive Youth Leadership** – Students with and without intellectual disabilities working together to lead and plan advocacy, awareness, and other Special Olympics and related activities throughout the school year.
3. **Whole School Engagement** – Awareness and education activities that promote inclusion and reach the majority of the school population.

Unified Sports, Inclusive Youth Leadership and Whole School Engagement activities allow students with and without intellectual disabilities to interact in a variety of ways. When all three components of the Unified Champion Schools program are implemented, it creates the maximum amount of opportunity for positive attitudes to be created among students and reinforced by the schools.

Enclosed, you will find *Standard Expectations of a Unified Champion School* and the template for the *Annual Work Plan*.

Please review the information carefully. When you are ready to take the next step, or if you have questions, please contact **Staff Contact Name** from our **Region Name** Office at **Phone Number** or **Email** and we will be happy to schedule an informational meeting.

Welcome to Special Olympics Southern California Unified Champion Schools!

Melissa Erdmann
Director – Schools, Young Athletes & Families

Special Olympics Southern California

1600 Forbes Way, Suite 200, Long Beach, CA 90810 Tel 562.502.1100 Fax 562.502.1119
www.sosc.org Email info@sosc.org

Created by Joseph P Kennedy Jr. Foundation. Authorized and accredited by Special Olympics, Inc. for the benefit of persons with intellectual disabilities.

**Agreement Between Special Olympics Southern California
And Sweetwater Union High School District
regarding Becoming a Unified Champion School**

Standard expectations of a Unified Champion School:

1. **Provide a school based liaison to work with Special Olympics Southern California:** The liaison will act as the main point of contact for the school concerning all Unified Champion School activities. It is understood that liaison will be asked to provide regular status updates on inclusive activities taking place in their designated school.

The liaison's responsibilities will include:

- Develop a Unified Champion School Annual Work Plan.
 - Identify & engage a minimum of (1) student youth leader to work with collaboratively in the planning and implementation of program activities.
 - Work with the district liaison and SOSC to ensure the goals of both the district and individual school are being met.
 - Where ever allowable by law, sharing of impact data and other participation information on behalf of Unified Champion School activities taking place within their district. Where ever allowable, this may include statistics and other metrics that are affected by the implementation of Unified Champion Schools, as well as district highlights, event photos, social media stories, etc.
 - Work with teacher and student liaisons from each participating school in the development of the Annual Work Plan.
 - Monitor and ensure site and District program grant funds awarded are used for program activities.
 - Encourage and support program activities taking place within their District.
 - Participate in pre and post evaluations as outlined by Special Olympics Southern California and assist with ensuring sites complete their pre and post evaluations.
2. Provide student data, in the form of "rosters" for teams of students participating in ongoing or seasonal sports training and competition programs (as agreed). Based on parent permission, this may include aggregated data including student name, gender identity, ethnicity, age, and participation level. Where parent permissions are lacking, disaggregated data including number of students, gender and grade level participation.
 3. Acknowledge and commit to ensuring that every student participating in a Unified Champion School sports program receives recognition in a manner similar to other student-athletes.

In turn, it is understood that Special Olympics Southern California will:

1. Provide consultation, education, support and technical assistance for all sports programs and activities that promote inclusion, acceptance, respect and dignity for all students.
2. Provide funding for direct program costs based on specifics in Annual Work Plan. Our typical funding model spans over 3-5 years, with an overall goal of helping schools become self-sustaining, or sustainable with minimal financial support from SOSC, after that period. The success of reaching the goals and objectives set forth in the Annual Work Plan may impact subsequent funding from Special Olympics.
3. Provide a comprehensive sports training program by Special Olympics Southern California, upon request.
4. Provide model program policies and procedures, training manuals, registration forms, sports rules etc, upon request
5. Provide communications resources such as press releases, media contacts etc. used to introduce and promote programs.
6. Provide SOSC and related logos to be used in accordance with Special Olympics branding guidelines.
7. Provide recognition of participation as a Unified Champion School on SOSC's website.
8. Provide instruction and assistance to school administration and present/attend applicable school or district meetings in order to advance the program, including School Board Meetings, district meetings, teacher trainings, or other forums.

Unified Champion School Annual Work Plan

School Name: _____

The goal of Unified Champion Schools is to create school climates where students with disabilities feel welcome and are routinely included in all activities, opportunities and functions.

The Annual Work Plan should be used to set goals and objectives for planned activities. The work plan should be developed collaboratively by the Unified Champion School Liaison and Youth Leader(s), and may include input and support from school administrators and SOSC staff.

1. Unified Sports Training & Competition: Providing opportunities for students with intellectual disabilities the ability to showcase their athletic abilities *alongside* their general education peers, as teammates. Please choose a minimum of one of the following programs to be developed and implemented and use the box below to briefly describe plans for implementation.

- **Young Athletes®** grades Pre-K – 2nd
- **Unified Sports®** grades 3-12

Recreation and Competitive models apply. Successful examples include:

- Unified Juniors grades 3rd – 6th
- Unified Exhibition or Sports Day
- Unified Team League Play
- Unified Sports Clinic
- Unified PE Class

- 2. Inclusive Youth Leadership** – Students with and without intellectual disabilities working together to lead and plan advocacy, awareness, and other Special Olympics and related inclusive activities throughout the school year. The following are great examples of activities that other schools found successful:
- Unified/Inclusive School Clubs
 - Special Olympics curriculum-based resources: *Get Into It Service Learning Guide*, *Get into It Active* or *Movies that Move*
 - Youth Leadership Training
 - Youth Activation Committees
 - Fundraising Activities – Minutes that Matter; Polar Plunge; Team Run SOSC

Unified Sports Training & Competition (i.e: what sport(s), how many times throughout the year, projected number of SPED/ non-SPED students participating):

SOSC support/resources desired:

List any opportunities that exist, or that can be created, which provide leadership development activities for students with and without disabilities on your campus. Identify the number of students targeted and desired outcomes, timeline:

SOSC support/resources desired:

3. Whole School Engagement – Awareness and education activities that promote inclusion and reach the majority of the school population. The following are great examples of activities that other schools found successful:

- School-wide activities such as Special Olympics *Spread the Word to End the Word* awareness campaigns
- Host a *Respect Rally* or youth forum

- Host a sports competition at your school and provide a volunteer workforce
- Fill the bleachers and other Special Olympics Fans in the Stands initiatives

List any ideas or activities you may have planned that engage your entire campus. Include a timeline, etc.:

SOSC support/resources desired:

"We proudly endorse Special Olympics Southern California Unified Champion Schools!"

School Name:

Principal's
Signature:

School Liaison's
Signature:

Printed Name:

Printed Name:

Date: _____

Email: _____

Phone: _____

Date: _____

Email: _____

Phone: _____

School Mailing
Address: _____

Youth Leader(s): _____

We are applying for SOSC funding in the amount of: \$_____

Notes, Questions or Concerns about the Work Plan or standard expectations:

Your local Special Olympics Southern CA
contact:

Staff Name

Staff Phone Number

Staff Email



Dear **(District Representative)**,

Special Olympics Southern California is pleased to invite your District to become a **Special Olympics Unified Champion School District**.

Participation will have a positive impact on the school community as a whole. We believe it is complimentary to education objectives for creating school climates of respect and acceptance for all students.

What it means to become a Unified Champion School District

Participating schools within the District will commit to the following:

1. **Unified Sports** – Providing inclusive sports training and competition opportunities for students with intellectual disabilities to showcase their athletic abilities alongside their general education peers, as teammates.
2. **Inclusive Youth Leadership** – Students with and without intellectual disabilities working together to lead and plan advocacy, awareness, and other Special Olympics and related activities throughout the school year.
3. **Whole School Engagement** – Awareness and education activities that promote inclusion and reach the majority of the school population.

Unified Sports, Inclusive Youth Leadership and Whole School Engagement activities allow students with and without intellectual disabilities to interact in a variety of ways. When all three components of the Unified Champion Schools program are implemented, it creates the maximum amount of opportunity for positive attitudes to be created among students and reinforced by the schools.

Enclosed, you will find *Standard Expectations of a Unified Champion School District* and the template for the *Annual Work Plan*.

Please review the information carefully. When you are ready to take the next step, or if you have questions, please contact **Staff Contact Name** from our **Region Name** Office at **Phone Number** or **Email** and we will be happy to schedule an informational meeting.

Welcome to Special Olympics Southern California Unified Champion Schools!

Melissa Erdmann
Director – Schools, Young Athletes & Families

Special Olympics Southern California
1600 Forbes Way, Suite 200, Long Beach, CA 90810 Tel 562.502.1100 Fax 562.502.1119
www.sosc.org Email info@sosc.org

**Agreement Between Special Olympics Southern California
And Sweetwater Union High School District
regarding Becoming a Unified Champion School District**

Standard expectations of a Unified Champion School District:

1. **Provide a district liaison to work with Special Olympics Southern California (SOSC):** The liaison will act as the main point of contact for the district concerning development of overall goals and implementation of Unified Champion Schools within the district. It is understood that liaison will be asked to provide regular status updates on inclusive activities taking place.
The liaison's responsibilities will include:
 - Work with SOSC to identify a minimum of 10% of its schools to participate as Unified Champion Schools
 - To date the following schools have agreed to partner with SOSC as a Unified Champion School
 - *List schools here or, Refer to page 7 of this document*
 - Develop a growth plan for recruiting new Unified Champion Schools within the District.
 - Develop a Unified Champion School District Annual Work Plan.
 - Work with SOSC to provide support to the District's Unified Champion Schools, to ensure the goals of both the district and individual schools are being met.
 - Wherever allowable by law, sharing of impact data and other participation information on behalf of Unified Champion School activities taking place within their district. Wherever allowable, this may include statistics and other metrics that are affected by the implementation of Unified Champion Schools, as well as district highlights, event photos, social media stories, etc.
 - Work with teacher and student liaisons from each participating school in the development of the Annual Work Plan.
 - Monitor and ensure site and District program grant funds awarded are used for program activities.
 - Encourage and support program activities taking place within their District.
 - Participate in pre and post evaluations as outlined by Special Olympics Southern California and assist with ensuring sites complete their pre and post evaluations.
2. Provide student data, in the form of "rosters" for teams of students participating in ongoing or seasonal sports training and competition programs (as agreed). Based on parent permission, this may include aggregated data including student name, gender identity, ethnicity, age, and participation level. Where parent permissions are lacking, disaggregated data including number of students, gender and grade level participation.
3. Acknowledge and commit to ensuring that every student participating in a Unified Champion School sports program receives recognition in a manner similar to other student-athletes.

In turn, it is understood that Special Olympics Southern California will:

1. Provide consultation, education, support and technical assistance for all sports programs and activities that promote inclusion, acceptance, respect and dignity for all students.
2. Provide funding to the District and each participating site for direct program costs based on specifics in the District's and each site's Annual Work Plan. Typical funding model spans over 3-5 years, with an overall goal of helping districts and schools become self-sustaining, or sustainable with minimal financial support from SOSC, after that period. Funding: The success of reaching the goals and objectives set forth in the Annual Work Plan may impact subsequent funding from Special Olympics.
3. Provide a comprehensive sports training program by Special Olympics Southern California, upon request.
4. Provide model program policies and procedures, training manuals, registration forms, sports rules etc., upon request
5. Provide communications resources such as press releases, media contacts etc. used to introduce and promote programs.
6. Provide SOSC and related logos to be used in accordance with Special Olympics branding guidelines.
7. Provide recognition of participation as a Unified Champion District and sites on SOSC's website.
8. Provide instruction and assistance to school administration and present/attend applicable school or District meetings in order to advance the program, including School Board Meetings, teacher trainings, or other forums.

Unified Champion School District Annual Work Plan

District Name: _____

The goal of Unified Champion Schools is to create school climates where students with disabilities feel welcome and are routinely included in all activities, opportunities and functions.

The Annual Work Plan should be used to set goals and objectives for planned activities. The work plan should be developed collaboratively, and may include input and support of individual school administrations and SOSOC staff.

1. Unified Sports Training & Competition: Providing opportunities for students with intellectual disabilities the ability to showcase their athletic abilities *alongside* their general education peers, as teammates. Please choose a minimum of one of the following programs to be developed and implemented and use the box below to briefly describe plans for implementation.

- **Young Athletes®** grades Pre-K – 2nd
- **Unified Sports®** grades 3-12

Recreation and Competitive models apply. Successful examples include:

- Unified Juniors grades 3rd – 6th
- Unified Exhibition or Sports Day
- Unified Team League Play
- Unified Sports Clinic
- Unified PE Class

Unified Sports Training & Competition (i.e.: what sport(s), how many times throughout the year, projected number of SPED/ non-SPED students participating):

SOSOC support/resources desired:

- 2. Inclusive Youth Leadership** – Students with and without intellectual disabilities working together to lead and plan advocacy, awareness, and other Special Olympics and related inclusive activities throughout the school year. The following are great examples of activities that other schools found successful:
- Unified/Inclusive School Clubs
 - Special Olympics curriculum-based resources: *Get Into It Service Learning Guide*, *Get into It Active* or *Movies that Move*
 - Youth Leadership Training
 - Youth Activation Committees
 - Fundraising Activities – Minutes that Matter; Polar Plunge; Team Run SOSC

List any opportunities that exist, or that can be created, which provide leadership development activities for students with and without disabilities on your campus. Identify the number of students targeted and desired outcomes, timeline:

SOSC support/resources desired:

3. Whole School Engagement – Awareness and education activities that promote inclusion and reach the majority of the school population. The following are great examples of activities that other schools found successful:

- School-wide activities such as Special Olympics *Spread the Word to End the Word* awareness campaigns
- Host a *Respect Rally* or youth forum
- Host a sports competition at your school and provide a volunteer workforce
- Fill the bleachers and other Special Olympics Fans in the Stands initiatives

List any ideas or activities you may have planned that engage your entire campus. Include a timeline, etc.:

SOSC support/resources desired:

"We proudly endorse Special Olympics Southern California Unified Champion Schools!"

District Name:

District
Superintendent's
Signature: _____

Printed Name: _____

Date: _____

Email: _____

Phone: _____

District Liaison's
Signature: _____

Printed Name: _____

Date: _____

Email: _____

Phone: _____

School Mailing
Address: _____

We are applying for SOSC funding in the amount of: \$_____

Sites identified for participation as Unified Champion Schools:

Notes, Questions or Concerns about the Work Plan or standard expectations:

Your local Special Olympics Southern CA contact:

Staff Name

Staff Phone Number

Staff Email



May 8, 2017

Board Item - H.-3.

Issue:

Memorandum of Agreement.

Superintendent's Recommendation:

Approve Memorandum of Agreement (MOA) between the United States Consulate in Tijuana Baja California, Mexico and the Sweetwater Union High School District (SUHSD) for tuition agreements for the 2017-2018 school year.

Analysis:

This is a continuation of past agreements with the United States Consulate related to enrollment of children of US Consulate staff residing in Tijuana Baja California, Mexico. The agreement has been renewed and includes updates to Non-Resident Tuition in the amount of \$9,342.53, annually for the 2017-2018 school year, and designated contract forms. Forms include guidelines that pertain to student academic, attendance and behavioral requirements related to district policy. For questions regarding this board item, please contact Joe Fulcher at 619.691.5564 or joe.fulcher@sweetwaterschools.org.

Fiscal Impact:

Tuition received will be based on the number of students served under this MOA.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> SUHSD & US Consulate of Tijuana MOA	Backup Material



SWEETWATER UNION HIGH SCHOOL DISTRICT

LEGAL SERVICES DIVISION

1130 Fifth Avenue
Chula Vista, CA 91911-2896

www.sweetwaterschools.org

General Information:

Phone: (619) 407-4940

Fax: (619) 498-1997

Jennifer Carbuca
General Counsel
PH: (619) 691-5561
FAX: (619) 498-1997

Dr. Tom Glover
Chief Compliance Officer
PH: (619) 600-3301
FAX: (619) 600-3305

Labor Relations Specialist
PH: (619) 585-6004
FAX: (619) 498-1997

Alecia Turner
Paralegal
PH: (619) 585-4481
FAX: (619) 498-1997

Vanessa West
Sr. Executive Assistant
PH: (619) 691-5561
FAX: (619) 498-1997

Betsy Garcia-Pena
Sr. Admin. Assistant
PH: (619) 585-4478
FAX: (619) 498-1997

MEMORANDUM OF AGREEMENT BETWEEN

THE SWEETWATER UNION HIGH SCHOOL DISTRICT AND

THE UNITED STATES CONSULATE, TIJUANA, BAJA CALIFORNIA, MEXICO

This represents an agreement between the Sweetwater Union High School District ("SUHSD") and the United States Consulate ("US Consulate"). The US Consulate and SUHSD mutually agree to collaborate to provide school placement for children of US Consulate Staff currently assigned to the US Consulate in Tijuana through a tuition agreement. To this end, SUHSD and the US Consulate agree to undertake the following responsibilities and expectations to achieve this mutual objective for each student enrolled:

A. SUHSD'S ROLE AND RESPONSIBILITY:

- Provide age-appropriate placement at _____ and _____;
- Execute individual tuition contracts for each student, which follows, with parent and U.S. Consulate, calculated.
- Ensure students attending on a tuition contract will be considered as "school of residence" students with access to the same opportunities and/or services available to all students living in the attendance area; and
- Provide invoice(s) for tuition. For the 2017-2018 school year, the annual tuition will be \$9,342.53 at a monthly rate of enrollment by the Chief Financial Officer as part of a Board approved Annual Fiscal Budget. In the event, families need to relocate during the school year to an alternative assignment out of the area; tuition will be prorated as appropriate.

B. US CONSULATE'S ROLE AND RESPONSIBILITY:

- Provide completed enrollment documentation as required by SUHSD for each student;
- Provide Birth Certificate or US Passport;
- Provide residency documents or consulate letter indicating an international address;
- Provide photo identification of parent(s) listed on birth certificate;
- Ensure students follow the academic, attendance and behavioral expectations set forth by identified school.
- Arrange for transportation for students to arrive on time and every day for the duration of the instructional time with the exception of excused absences as defined by California Education Code (Ed Code Section 48200); and
- Execute individual Nonresident Tuition Enrollment Contract and ensure timely payment to District, calculated at a monthly rate of enrollment by the Chief Financial Officer as part of a Board approved

"The Sweetwater Union High School District will fulfill the promise of 100% student success"

Annual Fiscal Budget. For the 2017-2018 school year, tuition is \$9,342.53. In the event, families need to relocate during the school year to an alternative assignment out of the area, tuition will be prorated as appropriate.

C. HOLD HARMLESS

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

The DISTRICT agrees to indemnify, hold harmless, and, defend the United States Consulate, its agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the United States Consulate 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 DISTRICT, its agents, employees or assigns.

D. TIME FRAME:

This Memorandum of Understanding shall remain in effect for a period of the 2017-18 school year, and will be renewed annually by the parties to indicate school availability and tuition rates.

E. ATTACHMENTS:

- Attachment A: Nonresident Tuition Enrollment Contract
- Attachment B: School Calendar for 2017-18 School Year

Date: _____

Date: _____

William Ostick
U.S. Consul General
Tijuana, B.C. Mexico

Karen Michel
Chief Financial Officer
Sweetwater Union High School District

ATTACHMENT A



SWEETWATER UNION HIGH SCHOOL DISTRICT

2017-2018 NONRESIDENT ENROLLMENT CONTRACT

School Enrolled In: _____ Enrollment Date: _____ School Year 20__/20__

Parent/Guardian(s) Name: _____

Student's Name: _____ Age: _____ Birthdate: _____

Student's Grade to Enter: _____ Date to Enter: _____

Tuition

Annual Tuition: \$9,342.53

Monthly Cost: \$849.32 (Payable by 5th of Month between July 20__ and May 20__)

(Prorated based on number of attendance days remaining in the school year). A promissory note must be signed prior to the beginning of school year for the year's tuition (with 0% interest) if parent's requests monthly payments in lieu of full payment.

Payable by Cash or Check to: Sweetwater Union High School District, 1130 Fifth Avenue, Chula Vista, CA 91911

No refund or cancellation of tuition on fees will be made by SUHSD for absence, withdrawal, or expulsion/dismissal and agree to assume full responsibility for tuition and all related fees. Transcripts will be held for students until all unpaid tuition and fees are received.

Acceptance of enrollment constitutes an agreement to pay the balance on year's account, comprised of both TOTAL TUITION and all related fees and expenses of the student. The district is entitled to be reimbursed for any attorney's fees and costs incurred in the collection of any unpaid balance.

(Parent/Guardian Initials)**Enrollment/Academic Expectations**

Parent(s), Student and U.S. Consulate recognize that enrollment requires completion of all required enrollment documents.

The student and the student's family agree to comply with District policies and procedures and School's rules and policies as set forth in the Parent Student Handbook, as amended from time to time. Continued attendance requires successful completion of the academic, attendance and behavioral expectations. Annually, a review of continuing space in School of attendance, will be required for continued enrollment.

Failure to comply with satisfactory attendance, academic, and behavioral expectations and compliance with all school rules and policies could result in immediate disenrollment.

Signature: _____
(Parent/Guardians)

Date: ____/____/____

Signature: _____
(Administrator)

Date: ____/____/____

Signature: _____
(Chief Financial Officer)

Date: ____/____/____

ADMINISTRATIVE FILE ONLY**TUITION PAYMENT SCHEDULE**

Student's Name: _____ Age: _____ Birthdate: _____

School Enrolled In: _____ Enrollment Date: _____ School Year 20__/20__

Anticipated Schedule of Monthly Payments

Date	Payment Amount	Received
July 5		
August 5		
September 5		
October 5		
November 5		
December 5		
January 5		
February 5		
March 5		
April 5		
May 5		

Billing Information:**Attention:** Esther Gonzalez**Email:** GonzalezLE@state.gov**Contact Number:**

011-52-664-977-2228



May 8, 2017

Board Item - K.-1.

Issue:

Consultant Agreements Over \$5,000.

Superintendent's Recommendation:

Approve Report on Consultant Agreements Over \$5,000.

Analysis:

This report continues staff's commitment to provide detailed information on consultants. This summary report and its backup materials continue the iterative process of developing a reporting and accountability mechanism available for the board of trustees to approve all consulting agreements over \$5,000 that had been previously reported by individual departments throughout the agenda. The supplemental information included identifies the consultant's name, executive committee member responsible, description of services rendered, justification, and dollar amount, as well as whether the expenditure is likely to encompass the **entire year's work** or is simply a one-time expenditure.

The summary report has been formatted to include a breakdown by major operational divisions within the school district including:

- * Superintendent
- * Facilities and Operations
- * Division of Fiscal Services
- * Equity Culture & Support Services
- * Teaching & Learning
- * Leadership Development & Systems Innovations
- * Grants/Communications
- * Human Resources

This report has also been categorized into "annual" consultants' contracts versus "one-time" contracts. "Annual" contracts are those that are not likely to return to the

board, as this is the contract for annual services. Those marked as “one-time” may return to the board during the year as their services are used by other school sites or departments. In this report there are thirteen percent for those annual contracts above \$5,000. Eighty-seven percent are one-time expenditures.

All consultant agreements are on file in the office of the chief financial officer.

Fiscal Impact:

None.

ATTACHMENTS:

Description		Type
📎	K-1 Report #1	Backup Material
📎	K-1 Agreements #2	Backup Material

CONSULTANTS OVER \$5,000 REPORT
May 8, 2017

FUNDING SOURCE*														
CONSULTANT'S NAME		CABINET MEMBER	CAT.	G.F.	GRANT	SPEC ED	OTHER FUNDS	AMOUNT W/DRAWN	AMOUNT	YEAR-TO-DATE TOTAL	ANNUAL/ ONE TIME	REF. NO.	START DATE	END DATE
SUPERINTENDENT (JANNEY)														
None														
FACILITIES AND OPERATIONS (AGUIRRE)														
None														
DIVISION OF FISCAL SERVICES (MICHEL)														
None														
EQUITY, CULTURE & SUPPORT SERVICES (FULCHER)														
None														
TEACHING & LEARNING (ALVAREZ)														
!Impact People	State & Fed	Alvarez		x					\$56,000	\$56,000	One-Time	2	07/01/17	06/30/18
Montaño, Maria Elena	Research, Evaluation & Accnt	Alvarez		x					\$8,400	\$8,400	Annual	3	07/01/17	06/30/18
LEADERSHIP DEV. & SYSTEMS INNOVATIONS(CARBERRY)														
None														
GRANTS /COMMUNICATIONS (RUBIO)														
None														
HUMAN RESOURCES (GLOVER)														
None														

Total Categorical Expenditures	\$0	\$150,050
Total General Fund Expenditures	\$8,400	\$8,543
Total Grant Expenditures	\$56,000	\$213,514
Total Special Education Expenditures	\$0	\$2,800
Total Other Funds Expenditures	\$0	\$139,000
TOTAL EXPENDITURES	\$64,400	\$513,907

Annual Contracts = 13% of Total Expenditures
One Time Contracts 87% of Total Expenditures

*CAT. = Categorical

*G.F. = General Fund - Unrestricted

Adult Ed.; Building Fund; Cafeteria Fund

*Board member(s) needing to recuse.

Consultant exceeded limit of under \$5,000 report; is now over \$5,000 for the year

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: State and Federal Pgms **Originator:** LuzElena Perez

Name of Consultant: !Mpact People

Category (For Cabinet Secretary Use Only): Teaching and Learning

Starting Date of Services: 7/1/17 **Ending Date:** 6/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Consultant !Mpact People will provide Student Leadership Training for 21st Century High School After School Safety and Enrichment for Teens (ASSETs) and After School Education & Safety (ASES) student leaders of the Sweetwater Union High School District (SUHSD) during the 2017-2018 school year. The program will be called Sweetwater Youth Networking Collaborative (SYNC). A Student Leadership component is a requirement for the ASSETs grant to be fully met and supported by the ASES program. Students will participate in seminars, team-building activities and group discussion circles designed to strengthen their capacity as change agents. SYNC offers the chance for students from different parts of the South County to work with each other in joint projects and service possibilities. Workshops for College Readiness, Career Exploration and Goal Setting will also be provided during SYNC. The selection process will involve invitation to all SUHSD students who are participants of the ASSETs and ASES programs. In addition to SYNC, !Mpact People will facilitate professional development opportunities for all personnel who work with expanded learning programs within SUHSD.

For questions regarding this board item, please contact Ana Maria Alvarez at 619/691-5546 or at ana.alvarez@sweetwaterschools.org.

Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):

Consultant iMpact People has over two decades of experience in the field of after school programing ranging from providing service to consulting with various districts. They have also been recognized by some of California's top consultants and agency providers for their dynamic and transformational professional development series.

Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning

Funding Source (e.g. Title I): ASSETs and ASES Grant Funds,

Resource Codes: 4124 and 9065

Total Amount: \$56,000 **Annual** ☐ **One Time** ☒ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Research & Evaluation **Originator:** Daniel Winters

Name of Consultant: Maria Elena Montañó

Category (For Cabinet Secretary Use Only): Teaching and Learning

Starting Date of Services: 7/1/17 **Ending Date:** 6/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Consultant Maria Elena Montañó, Test Examiner of the California English Language Development Test (CELDT), will administer the CELDT to new students with a home language other than English at various sites in the Sweetwater Union High School District. This state-mandated test must be administered to new students between July 2017, and June 2018. Consultant will also administer new English Language Proficiency Assessment Consortium (ELPAC) Summary Test to enrolled English Learners in Spring 2018. All English Learners must take this state-mandated test. Training to administer and score both tests is required. One-on-one testing is required for the Speaking subtest. Consultant services will be utilized to assist site testers in meeting deadlines especially for the speaking part of the tests. Testing consultant will be paid at the rate of \$25 per hour.

For questions regarding this board item, please contact Ana Maria Alvarez at (619) 691-5546 or ana.alvarez@sweetwaterschools.org.

Justification (Why is the use of this consultant necessary? Could existing staff perform this function? If not, why not?):

The need for consultant is based on experience with the past 16 CELDT administrations. About 1,085 new students must be tested with CELDT throughout the 2017-2018 school year. Approximately 7,900 English Learners must be tested with the ELPAC in 10 weeks in Spring 2018. Four staff members, site testers and the consultant will be utilized to test students.

Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning

Funding Source (e.g. Title I): Regular Ed-Other Pupil Services,

Resource Code: 0000

Total Amount: \$8,400 **Annual** ☒ **One Time** ☐ (☒one only)

*Requisition No. _____ *Site Contact Thelma Stevenson *Telephone No. (619) 934-8164

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT**

DISTRICT OFFICE USE ONLY	Certificated _____
	Classified _____
	N/A _____

THIS AGREEMENT is made and entered into this 1st day of * July, 20 17 20 18 by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and *****Impact People*****

Hereinafter referred to as CONSULTANT.
WITNESSETH

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services to DISTRICT in administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT represents that this person is specially trained, experienced, and competent to provide such special services called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONSULTANT for the special services described herein;

NOW, THEREFORE, the parties agree as follows:

Article 1. CONSULTANT's Services

(a) CONSULTANT hereby agrees to perform the following necessary services to the satisfaction of DISTRICT and to provide all needed materials and supplies. **(ATTACH ADDITIONAL PAGES IF NECESSARY)** Impact People will provide

ASSETs and ASES student leadership team building activities and professional development who work in Expanded Learning Programs within SUHSD.

(b) CONSULTANT shall keep DISTRICT Superintendent and other designated DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

Article 2. CONSULTANT's Fee DISTRICT shall pay to CONSULTANT for the performance of all services rendered pursuant to this Agreement the sum of *fifty six thousand dollars, Amount for Travel, Lodging and/or Meals (\$*0.00) (Itemized Billing Required) **Total Contract Amt.** (\$* 56,000.00)

Article 3. Installment Payments for Long-Term CONSULTANTS Payment of CONSULTANT's fee shall be made pursuant to the following schedule after receipt and approval by DISTRICT of such reports as DISTRICT may specify to verify the satisfactory performance by CONSULTANT of the work to which each payment pertains. (Attach schedule if necessary.)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS--Boxed area must be completed by CONSULTANT

MUST BE COMPLETED BY CONSULTANT

Are you a retired school employee?
_____ Yes _____ No

Are you currently employed by the Sweetwater Union High School District or any other school district?
_____ Yes _____ No

If yes, which district? _____

If you presently work for a school district or retired from a school district you will be paid through the payroll system.

Consultant's Signature

I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.

CONSULTANT

Impact People

Company

Consultant's Name

Authorized Signature

Address

City _____ State _____ Zip _____

Telephone : Hm () _____ - _____ Wk () _____ - _____

Article 4. Time of Performance and Term of Agreement The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on *06/30/18. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.

Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.

Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.

Article 8. Termination of Agreement DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

Article 9. Status of CONSULTANT It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this Agreement CONSULTANT is acting as an independent CONSULTANT and not as an officer, agent, or employee of DISTRICT. CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, assigns, subcontractors and employees in performing services pursuant to this Agreement. The CONSULTANT understands that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided to employees of the District.

Article 10. Assignment No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

Article 11. Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

*ASSETS: 01-4124-X-1110-1000-5810-000-404 (pseudo -pending)

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	9065	x	1110	1000	5810	000	404	123222

DISTRICT OFFICE USE ONLY

(COMPLETE BUDGET NUMBER IS REQUIRED)

<p>SWEETWATER UNION HIGH SCHOOL DISTRICT</p> <p>_____</p> <p>Karen Michel, CFO</p> <p>_____</p> <p>Date _____ 20____</p> <p>Pursuant to Resolution No. 2496, for contracts.</p>	<p>_____</p> <p>Site Principal or Cabinet Member Signature</p> <p>_____</p> <p>This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on _____</p> <p>Item No. _____</p>
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*Requisition No. _____ *Site Contact Dan Winters *Telephone No. _____

**SWEETWATER UNION HIGH SCHOOL DISTRICT
CONSULTANT/PROFESSIONAL EXPERT AGREEMENT**

DISTRICT OFFICE USE ONLY	Certificated _____
	Classified _____
	N/A _____

THIS AGREEMENT is made and entered into this 1st day of * July, 20 17 20 18, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and *Maria Elena Montaño

Hereinafter referred to as CONSULTANT.
WITNESSETH

WHEREAS, Government Code Section 53060 authorizes the DISTRICT to contract with and employ persons to furnish special services to DISTRICT in administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT represents that this person is specially trained, experienced, and competent to provide such special services called for by this Agreement; and

WHEREAS, DISTRICT has determined that it has a need to enter into this Agreement with CONSULTANT for the special services described herein;

NOW, THEREFORE, the parties agree as follows:

Article 1. CONSULTANT's Services

(a) CONSULTANT hereby agrees to perform the following necessary services to the satisfaction of DISTRICT and to provide all needed materials and supplies. (ATTACH ADDITIONAL PAGES IF NECESSARY)

Consultant will administer the CELDT and ELPAC tests to new students during Spring 2018.

(b) CONSULTANT shall keep DISTRICT Superintendent and other designated DISTRICT representatives fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

Article 2. CONSULTANT's Fee DISTRICT shall pay to CONSULTANT for the performance of all services rendered pursuant to this Agreement the sum of *Eight Thousand and four hundred dollars, Amount for Travel, Lodging and/or Meals (\$*8,400.00) (Itemized Billing Required) **Total Contract Amt.** (\$*8,400.00)

Article 3. Installment Payments for Long-Term CONSULTANTS Payment of CONSULTANT's fee shall be made pursuant to the following schedule after receipt and approval by DISTRICT of such reports as DISTRICT may specify to verify the satisfactory performance by CONSULTANT of the work to which each payment pertains. (Attach schedule if necessary.)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS--Boxed area must be completed by CONSULTANT

MUST BE COMPLETED BY CONSULTANT

Are you a retired school employee?
_____ Yes _____ No

Are you currently employed by the Sweetwater Union High School District or any other school district?
_____ Yes _____ No

If yes, which district? _____

If you presently work for a school district or retired from a school district you will be paid through the payroll system.

Consultant's Signature

I certify that I am not being compensated by my school district of employment for the same time that I am performing this service. I further certify that I have not been convicted of a felony, act of moral turpitude, or a sex or narcotic offense. Furthermore, to the best of my knowledge, I am free of tuberculosis.

CONSULTANT

Company

Consultant's Name

Authorized Signature

Address

City _____ State _____ Zip _____

Telephone: Hm () _____ - _____ Wk () _____ - _____

Article 4. Time of Performance and Term of Agreement The services called for under this Agreement shall be provided by CONSULTANT during the period commencing on the date of receipt by CONSULTANT from DISTRICT, and ending on *June 30, 2018. It shall be expressly understood by CONSULTANT that time is of the essence of this Agreement and DISTRICT may terminate this Agreement in the event of unexcused delay in CONSULTANT's performance hereunder.

Article 5. Hold Harmless and Indemnification CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees agents, assigns or subcontractors as they relate to the service to be provided under this Agreement. CONSULTANT agrees to indemnify and to hold free and harmless DISTRICT, its officers, agents and employees from all loss, liability, damages, costs or expenses that may or might at any time arise or be asserted against DISTRICT, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Worker's Compensation Insurance CONSULTANT agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Worker's Compensation Act is filed against DISTRICT, CONSULTANT agrees to defend and hold harmless the DISTRICT from such claim.

Article 7. Ownership of Work Product All products of work performed pursuant to this Agreement will be the sole property of DISTRICT and no reproduction of any portions of the work product may be made in any form without the express written consent of the DISTRICT.

Article 8. Termination of Agreement DISTRICT may terminate this Agreement and will be relieved of all obligations under this Agreement should CONSULTANT fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments theretofore made, as determined by DISTRICT, and the CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

DISTRICT may also terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by DISTRICT as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by DISTRICT for the performance of such work.

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Article 10. Assignment No portion of this Agreement or any of the work to be performed hereunder may be assigned by CONSULTANT, without express written consent of DISTRICT, and without such consent all services hereunder are to be performed solely by CONSULTANT.

Article 11. Alterations or Variance No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	0000	x	1110	3900	2995	000	361	26796

DISTRICT OFFICE USE ONLY (COMPLETE BUDGET NUMBER IS REQUIRED)

<p>SWEETWATER UNION HIGH SCHOOL DISTRICT</p> <p>_____</p> <p>Karen Michel, CFO</p> <p>_____</p> <p>Date _____ 20____</p> <p>Pursuant to Resolution No. 2496, for contracts.</p>	<p>_____</p> <p>Site Principal or Cabinet Member Signature</p> <hr/> <p>This Agreement was approved by official action of the Board of Trustees of the Sweetwater Union High School District on _____</p> <p>Item No. _____</p>
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May 8, 2017

Board Item - K.-2.

Issue:

Donations to the district.

Superintendent's Recommendation:

Approve/ratify donations to the district in accordance with Resolution No. 2501, and accept Report on Donations.

Analysis:

In accordance with annual board Resolution No. 2501, the board authorizes the acceptance of donations in the form of money and/or equipment on behalf of the district. This resolution addresses all types of allowable donations that can be made to the district whether to a site or directly to the administration center. Staff recommends acceptance of the donations listed in the attached report.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
☐ Donations Report May 2017	Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT
Donations for Approval/Ratification
Presented to the Board of Trustees on May 8, 2017

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Ratification (\$1,000 and Under)			
Bonita Vista High School	Fashion Institute of Design & Merchandising	Funds will be used to support Bonita Vista High School Fashion Club.	\$400.00
Bonita Vista High School	Raquel Rivera	Funds will be used to support Bonita Vista High School Dance concert costumes.	\$20.00
Bonita Vista High School	Natalia Sanchez	Funds will be used to support Bonita Vista High School Swim Team.	\$150.00
Bonita Vista High School	Juliana Pierce	Funds will be used to support Bonita Vista High School Swim Team.	\$50.00
Bonita Vista High School	Andrea Alexander	Funds will be used to support Bonita Vista High School Swim Team.	\$50.00
Bonita Vista High School	Natalia Rosales	Funds will be used to support Bonita Vista High School Swim Team.	\$50.00
Bonita Vista High School	Reynaldo Caganap	Funds will be used to support Bonita Vista High School Speech and Debate.	\$10.00
Bonita Vista High School	Carlos Nava	Funds will be used to support Bonita Vista High School Speech and Debate.	\$50.00
Bonita Vista High School	Sandra Hopkins-Robinson	Funds will be used to support Bonita Vista High School Speech and Debate.	\$10.00
Bonita Vista High School	Bharathi Yalamanchi	Funds will be used to support Bonita Vista High School Tennis program.	\$40.00
Bonita Vista High School	Eddie Magaña	Funds will be used to support Bonita Vista High School Tennis program.	\$40.00
Bonita Vista High School	Lupe Armenta-Romero	Funds will be used to support Bonita Vista High School Boys' Tennis program.	\$40.00
Bonita Vista High School	Matthew Silsbee	Funds will be used to support Bonita Vista High School Speech and Debate.	\$25.00
Bonita Vista High School	Nushoe, Inc.	Funds will be used to support Bonita Vista High School Speech and Debate.	\$955.00
Bonita Vista High School	Kevin A. Vaillancourt	Funds will be used to support Bonita Vista High School Speech and Debate.	\$200.00
Bonita Vista High School	Alan Wong	Funds will be used to support Bonita Vista High School Speech and Debate.	\$150.00
Bonita Vista High School	Robert Strahl	Funds will be used to support Bonita Vista High School Speech and Debate.	\$50.00

SWEETWATER UNION HIGH SCHOOL DISTRICT
Donations for Approval/Ratification
Presented to the Board of Trustees on May 8, 2017

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Ratification (\$1,000 and Under)			
Bonita Vista High School	New Hope Community Church	Funds will be used to support Bonita Vista High School Girls' Softball program.	\$500.00
Bonita Vista High School	Sylvia	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Bonita Vista High School	Ihua Huang	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Bonita Vista High School	Karla Leon	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Bonita Vista High School	Debra Martinez	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Bonita Vista High School	Harum Tateishi	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Bonita Vista High School	Donna Jugar	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Bonita Vista High School	Alma Medina	Funds will be used to support Bonita Vista High School Boys' Tennis Team.	\$40.00
Chula Vista High School	Florence Verhoek	One 1950-1952 Chula Vista High School Head Cheerleader Uniform.	\$150.00
EastLake Middle School	ESET Foundation	Funds will be used to support EastLake Middle School Tech Club.	\$500.00
Eastlake High School	X. Sapien	Funds will be used to support Eastlake High School Track program.	\$100.00
Eastlake High School	Pristine Auto Detail, LLC.	Funds will be used to support Eastlake High School Softball program.	\$250.00
Eastlake High School	Excellence Auto Detail, LLC.	Funds will be used to support Eastlake High School Softball program.	\$250.00
Eastlake High School	Stellar Solar	Funds will be used to support Eastlake High School Wrestling program.	\$500.00
Hilltop High School	Robert Brown	Funds will be used to support Hilltop High School Boys' Lacrosse.	\$50.00
Hilltop High School	Joellyn Siraganian	Funds will be used to support Hilltop High School Boys' Lacrosse.	\$100.00
Montgomery High School	Richard Jensen	Funds will be used to support Montgomery High School Boys' Golf program.	\$100.00
Olympian High School	Dave S. Perey	Funds will be used to support Olympian High School Basketball program.	\$500.00

SWEETWATER UNION HIGH SCHOOL DISTRICT
Donations for Approval/Ratification
Presented to the Board of Trustees on May 8, 2017

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Ratification (\$1,000 and Under)			
Otay Ranch High School	Kenneth Ivary	Funds will be used to support Otay Ranch High School All Male Club.	\$500.00
San Ysidro High School	Trophy Properties, Inc.	Funds will be used to support San Ysidro High School Drama Club.	\$250.00
San Ysidro High School	YourCause	Funds will be used for student incentives.	\$2.00
San Ysidro High School	X-Treme Paint & Clean Company	Funds will be used to support San Ysidro High School Robotics Club.	\$200.00
San Ysidro High School	YourCause	Funds will be used to support San Ysidro High School ASB.	\$2.00
San Ysidro High School	Alice Delatorre	Funds will be used to support San Ysidro High School Robotics Club.	\$75.00
San Ysidro High School	Andrea Knox	Funds will be used to support San Ysidro High School Robotics Club.	\$1,000.00
San Ysidro High School	Norma G. Jenkins	Funds will be used to support San Ysidro High School Robotics Club.	\$500.00
San Ysidro High School	Dr. Paul M. Jenkins	Funds will be used to support San Ysidro High School Robotics Club.	\$1,000.00
San Ysidro High School	Grace Kojima	Funds will be used to support San Ysidro High School Robotics Club.	\$200.00
San Ysidro High School	Richard & Angela Hotz	Funds will be used to support San Ysidro High School Robotics Club.	\$500.00
San Ysidro High School	Jilberto's Taco Shop	Funds will be used to support San Ysidro High School Drama Club.	\$100.00
San Ysidro High School	Robertacos	Funds will be used to support San Ysidro High School Drama Club.	\$100.00
San Ysidro High School	San Ysidro Dental Care	Funds will be used to support San Ysidro High School Drama Club.	\$100.00
San Ysidro High School	Line Spreess Services, Inc.	Funds will be used to support San Ysidro High School Drama Club.	\$75.00
San Ysidro High School	Hernandez Insurance	Funds will be used to support San Ysidro High School Drama Department.	\$100.00
San Ysidro High School	Arlynn Renslow	Funds will be used to support San Ysidro High School Drama Department.	\$150.00
Sweetwater High School	Susan Zimmer	Funds will be used for a senior yearbook or prom ticket.	\$80.00

SWEETWATER UNION HIGH SCHOOL DISTRICT
Donations for Approval/Ratification
Presented to the Board of Trustees on May 8, 2017

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Ratification (\$1,000 and Under)			
Sweetwater High School	Louise Phipps	Funds will be used to support Sweetwater High School Softball program.	\$250.00
Sweetwater High School	Carol Davis Ricord	Funds will be used to support Sweetwater High School Softball program.	\$100.00
Sweetwater High School	Martha Cendejas	Funds will be used to support Sweetwater High School Softball program.	\$300.00
Sweetwater High School	California Coast Credit Union	Funds will be used to purchase supplies for students.	\$100.00
Sweetwater High School	Rex W. Calvin	Funds will be used to support Sweetwater High School Boys' Golf Team.	\$30.00
Sweetwater High School	Goulet Industries	Funds will be used to support Sweetwater High School Boys' Golf Team.	\$50.00
Sweetwater High School	J.E.U. Tax Service, Inc.	Funds will be used to support Sweetwater High School Boys' Golf Team.	\$150.00
Sweetwater High School	Albert Mendivil	Funds will be used to support Sweetwater High School Softball Club.	\$20.00
Sweetwater High School	Smart & Final	Funds will be used to support Sweetwater High School Baseball.	\$1,000.00
Sweetwater High School	Michael Taylor	Funds will be used to support Sweetwater High School ASB.	\$30.00

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Approval (Over \$1,000)			
Bonita Vista High School	Cindy McPhillips	Vehicle will provide hands-on skills that students will need to succeed in the workplace.	\$1,366.00
Chula Vista High School	Larry Kennedy	Funds will be used to support Chula Vista High School Baseball program.	\$3,000.00
EastLake Middle School	Timothy Scott	A "classroom and competition super kit" for the Robotics Club.	\$1,097.69
San Ysidro High School	Community Health Group	Funds will be used to support San Ysidro High School Robotics Club.	\$4,000.00
San Ysidro High School	Worldstrides	Funds will be used to support San Ysidro High School Band program.	\$4,348.00

SWEETWATER UNION HIGH SCHOOL DISTRICT

Donations for Approval/Ratification

Presented to the Board of Trustees on May 8, 2017

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
Approval (Over \$1,000)			
Special Support Services	Barona Resort	Funds will be used for supplies, equipment and/or student activites with handicapping designation of Austim needs.	\$2,500.00
Sweetwater High School	Dennis Cruzan	Funds will be used to support Sweetwater High School Baseball program.	\$7,518.00
Sweetwater High School	Eduabroad	Funds will be used to support Sweetwater High School Travel Club.	\$2,550.00
			Total \$38,913.69



May 8, 2017

Board Item - K.-3.

Issue:

Mitigation Agreement with Baldwin & Sons, LLC, HomeFed, and Cornerstone Communities and related entities.

Superintendent's Recommendation:

Approve and authorize the execution of the School Facilities Funding and Mitigation Agreement (Improvement Area No. 1) and the School Facilities Funding and Mitigation Agreement (Improvement Area No. 2) by and between the Sweetwater Union High School District and certain property owners, the parent entities of which are Baldwin & Sons, LLC, HomeFed, and Cornerstone Communities ("Mitigation Agreements" and "Property Owners"), for Proposed Community Facilities District No. 19 of the Sweetwater Union High School District and Improvement Areas thereof.

Analysis:

In August of 2015, staff received a letter from Baldwin & Sons, LLC ("Baldwin") dated August 20, 2015, requesting the district consider formation of CFD No. 19 to include all of the property within Planning Area 12 ("PA 12"). One of the primary purposes of proposed CFD No. 19 is to correct the discrepancy in the boundary of CFD No. 1, as PA 12 is currently partially within CFD No. 1 and partially not within any existing "CFD" due to parcel map adjustments. The second primary purpose of proposed CFD No. 19 is to include certain undeveloped planning areas currently located within CFD No. 17 in order to allow a restructuring, as described below, to increase the mitigation to be received by the district due to residential dwelling unit density increases which have been approved by the City of Chula Vista within CFD No. 17. The board intends that CFD No. 19 shall be comprised of two improvement areas ("Improvement Areas").

At the December 14, 2015, board of trustees' meeting, staff was authorized to negotiate a mitigation agreement and terms for the Mello-Roos Community Facilities District with Baldwin to mitigate the impact of new development. For the past year, staff has met with Baldwin and discussed the impact of the development on school facilities.

These mitigation agreements are the result of those negotiations with the Property Owners.

The board, by approving and authorizing the execution of these agreements, authorizes the chief financial officer, or her designee, with the concurrence of legal counsel, to make certain non-substantive changes to the mitigation agreements prior to execution.

Staff is available to provide additional explanatory material or information if so desired.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

An initial and subsequent deposit has been received from Baldwin and Village II Town Center, LLC, in the total amount of \$100,000, which has been estimated to cover the incurred expenses. The deposit is to be reimbursed without interest solely from proceeds of any future bonds related to CFD No. 19 and the Improvement Areas thereof consistent with applicable law or after full development if bonds have not been sold from special taxes of CFD No. 19 not required for costs of administration or interim school facilities.

ATTACHMENTS:

Description	Type
📎 K-3 Agreement IA1	Backup Material
📎 K-3 Agreement IA2	Backup Material

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

SWEETWATER UNION HIGH SCHOOL
DISTRICT
c/o Bowie Arneson Wiles & Giannone
4920 Campus Drive
Newport Beach, CA 92660
Attn: Wendy Wiles

Space above this line for Recorder's use only.
Exempt from recording fees pursuant to Gov. Code § 6103.

***SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT
(IMPROVEMENT AREA NO. 1)
BY AND AMONG THE SWEETWATER UNION HIGH SCHOOL DISTRICT, SUNRANCH
CAPITAL PARTNERS, LLC, AND VILLAGE II TOWN CENTER, LLC***

This School Facilities Funding and Mitigation Agreement ("Agreement") is made effective as of May ____, 2017 ("Effective Date") by and among the Sweetwater Union High School District ("District"), a public school district organized and existing pursuant to the laws of the State of California, SunRanch Capital Partners, LLC, a Delaware limited liability company ("SunRanch"), and Village II Town Center, LLC, a California limited liability company ("Village II Town Center"). SunRanch and Village II Town Center shall be referred to herein, collectively, as the "Developers," and each, individually, as a "Developer." The District and the Developers may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Developers own approximately 37 acres of real property located within the boundaries of the City of Chula Vista ("City"), in the County of San Diego ("County"), State of California ("State"). The Developers' property is one of two (2) proposed "Improvement Areas" within a proposed community facilities district, known as "Improvement Area No. 1," within District's proposed Community Facilities District No. 19 ("CFD No. 19" and "CFD No. 19 I/A 1"). This Agreement relates only to Improvement Area No. 1 and consists of the assessor parcel numbers that are set forth in Exhibit "A" attached hereto ("Property"). The Property consists of approximately 600 dwelling units ("DUs") and approximately 215,000 square feet of mixed use commercial/industrial development ("Project").

B. The Parties acknowledge and agree that the development of the Property will result in a need for additional school facilities. The District provides educational services to students in grades 7 through 12 ("7-12") within the District's boundaries, including, among others, students who will be generated as a result of the development of the Property. The

Parties understand that Chula Vista Elementary School District (“CVESD”) will provide educational services for students in grades Kindergarten through 6, but CVESD is not a party to this Agreement.

C. The Parties have agreed upon terms for mitigation of the impacts of the Project on the hereinafter described school facilities of the District (“School Facilities”), whether such School Facilities are located within or outside the Property. The Property consists of a planning area commonly referred to as “Planning Area 12.” Currently, a portion of Planning Area 12 is located within the boundaries of Community Facilities District No. 1 of the Sweetwater Union High School District (“CFD No. 1”) and a portion of Planning Area 12 is not located within any community facilities district of the District. The Parties intend that once the Agreement Conditions (as defined below) are satisfied this Agreement shall supersede in its entirety the agreement entitled, “Agreement between Sweetwater Union High School District and Eastlake Development Company” dated December 11, 1986 (“CFD No. 1 Mitigation Agreement”), but only as applicable to that portion of the Property included within the CFD No. 1 Mitigation Agreement.

D. To accommodate changes in the plans for development of the Property and to place all of Planning Area 12 within one community facilities district, the Parties now desire that the District establish CFD No. 19, including CFD No. 19 I/A 1. Subject to the provisions herein, the Parties intend that: (i) the District shall form CFD No. 19 in accordance with the Mello-Roos Community Facilities Act of 1982, which is set forth at California Government Code Section 53311 *et seq.* (“Mello-Roos Act”); and (ii) CFD No. 19 shall be authorized to levy special taxes on real property within the boundaries CFD No. 19 for purposes of providing funding (directly or through financing by issuance of bonds or other financing mechanism) for the construction and/or acquisition of School Facilities. The Property shall be included in CFD No. 19 I/A 1, as depicted on the “Proposed Boundary Map of Community Facilities District No. 19” (“Boundary Map”) attached hereto as Exhibit “B.”

E. The Parties further intend that once the following conditions are satisfied, the District shall cancel the lien of special taxes for CFD No. 1, to the extent those are applicable to the Property: (i) the special taxes of CFD No. 19 I/A 1 (“Special Taxes”) have been duly authorized and all periods during which any challenge to the formation of CFD No. 19 and/or the authorization of the Special Taxes may be filed or asserted have expired without any such challenge being filed or asserted; (ii) if any such challenge has been timely filed or asserted, a final judgment or other determination upholds the validity of CFD No. 19 and the Special Taxes; and (iii) the special taxes of CFD No. 1, if any, related to the Property are paid current and not delinquent (“Agreement Conditions”).

F. The District acknowledges that, as provided herein, execution and performance of this Agreement by the Developers and successful formation of CFD No. 19 shall satisfy the Developers’ obligation to mitigate the impacts on the District’s School Facilities resulting from development of the Project (“Project Mitigation”).

G. The Parties agree that the Special Taxes shall be collected only as to the residential development within CFD No. 19 I/A 1, including any apartment or other multi-family

attached DU consistent with Government Code Section 65995.1, or successor provisions, and the “Rate and Method of Apportionment of Special Tax for Improvement Area No. 1 of CFD No. 19” (“RMA”) attached as Exhibit “C” hereto and incorporated herein. Any non-residential property/development (“Commercial/Industrial Development”) shall pay the then-current statutory school fees consistent with applicable laws (“Statutory School Fees”) at the time a certificate of compliance is issued for such development. Any Commercial/Industrial Development located within CFD No. 1 that has already received a building permit that has not expired will pay the Statutory School Fees in effect at the time the resolution of formation for CFD No. 19 is adopted by the Board of Trustees, acting as the Legislative Body of CFD No. 19. Any Undeveloped Property shall be subject to an Undeveloped Tax, as defined in the RMA.

H. The Parties, on behalf of themselves and their successors, agree the School Facilities to be funded, as provided in this Agreement, include, but not by way of limitation, construction and acquisition as reasonably determined from time to time by the District during the term of the herein described Special Taxes of the following:

- (i) Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings, additions to existing buildings, or interim facilities;
- (ii) Central administration and support facilities;
- (iii) Technology equipment and infrastructure therefor, including mobile devices;
- (iv) Furnishings, equipment, buses, and vehicles; and
- (v) Modernization, rehabilitation and expansion of the foregoing or similar facilities to meet education policies as reasonably determined by the Board of Trustees of School District (“Board”).

I. The herein agreed Project Mitigation for the Project shall be determined on the basis of: (i) proceeds of Bonds (as defined in Section 4(b) herein) issued pursuant to the Agreement and the RMA; (ii) Special Taxes collected pursuant to the RMA, including additional projected Special Taxes not required for principal and interest on the Bonds or the costs of administration of CFD No. 19 (“Annual Special Tax Remainder”); and (iii) Statutory School Fees to be paid in accordance with applicable law with respect to any Commercial/Industrial Development. The foregoing Special Taxes of CFD No. 19 I/A 1, as applicable, have been calculated as of July 1, 2016, and are subject to adjustment annually on July 1, 2017, and annually thereafter until paid as provided in the RMA. The annual adjustment determined for Developed Property shall be as provided in the RMA. Statutory School Fees shall increase in accordance with applicable law.

J. In consideration of the execution and performance of this Agreement by the Developers and the formation of CFD No. 19 I/A 1, authorization of the Special Taxes, authorization of the Bonds and payment of the Statutory School Fees provided for herein, the mitigation of the impact of the herein described Project on the School Facilities shall be deemed fully satisfied.

NOW, THEREFORE, and in consideration of their respective rights and obligations pursuant to this Agreement, consideration that they hereby acknowledge is adequate, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Parties agree that the foregoing Recitals are correct and are incorporated in this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to establish a means for funding the Project Mitigation for the herein described Project. Developers acknowledge that the Project will contribute to the need for additional School Facilities.

3. Formation of CFD No. 19.

(a) Subject to all other provisions of this Agreement, the Parties shall undertake all actions as are reasonably necessary for the District to establish CFD No. 19, including CFD No. 19 I/A 1, and authorize the Special Taxes of CFD No. 19 I/A 1 as soon as practical following the Effective Date. The Special Taxes shall be levied in accordance with the RMA. The District shall form CFD No. 19 and authorize the levy of Special Taxes in CFD No. 19 I/A 1 in accordance with sound municipal financing practices, applicable law, and the District's CFD financing goals and policies ("CFD Goals and Policies"), however denominated. For purposes of this Agreement, the term "sound municipal financing practices" shall be interpreted as an evolving concept that, instead of being limited solely to historical practices, reflects then-current analyses by public-agency issuers of bonds or other debt or securities of economic, market and other relevant conditions, and the responses by such issuers to those conditions. The Special Taxes in CFD No. 19 I/A 1 will not be levied until the Agreement Conditions have been met.

(b) The boundaries of CFD No. 19 shall be as set forth on the "Proposed Boundary Map of Community Facilities District No. 19" attached as Exhibit B.

4. Project Mitigation and CFD No. 19.

(a) *Calculation and Levy of Special Taxes.* Provided the Property, or a portion thereof, has been released from the lien from CFD No. 1, CFD No. 19 shall calculate and levy the Special Taxes for CFD No. 19 I/A 1 on the released portion of the Property previously included within CFD No. 1 and on the portion of the Property not included within any community facilities district in accordance with the RMA, including, without limitation, the "Annual Maximum Special Tax Developed Property" and, to the extent necessary, any "Annual Maximum Special Tax Undeveloped Property."

(b) *Authorization and Issuance of Bonds.* CFD No. 19 shall be authorized to issue Bonds on behalf of CFD No. 19 I/A 1 in the amount the District determines necessary to finance the acquisition or construction of School Facilities. For purposes of this Agreement, the term "Bonds" means any debt obligation of CFD No. 19 I/A 1, including without limitation,

certificates of participation, notes, bonds, repayment agreements, lease obligations, installment purchase agreements or other forms of indebtedness, including, without limitation, indebtedness to the District. The District, in its discretion from time to time, may cause CFD No. 19 to authorize and issue Bonds, but only in accordance with sound municipal financing practices, applicable law, the RMA, and, except to the extent modified or waived by the District, the CFD Goals and Policies. The Parties intend that the Bonds shall have tax-exempt status and, therefore, the District shall take all actions reasonably necessary in order to achieve such tax-exempt status. To assist the District in sizing each proposed issuance of Bonds, each Developer, within thirty days of the District's request, shall specify to the District: (i) the development that already has occurred within its portion of the Property within CFD No. 19 I/A 1; and (ii) a reasonable projection of the building permits to be issued for construction to occur within its portion of the Property within CFD No. 19 I/A 1 during the period ending two fiscal years after the fiscal year in which the Bonds will be issued ("Growth Projection"). Each Growth Projection shall indicate the number, type, size, and timing of the then-existing development and of the projected residential construction and other development to occur within the Property during the projection period. If, for any reason, a Developer does not provide a Growth Projection within thirty days of the District's request, the District, in its discretion, may size the issuance of Bonds based on other information with respect to the Developer's portion of the Property, including, without limitation: (i) the building permits issued for DU within the Developer's portion of the Property during the preceding two calendar years; or (ii) the projected market absorption of DU within the Developer's portion of the Property established by a market-absorption consultant selected and retained by the District.

(c) *Funding of School Facilities.* The District shall use the Special Taxes and proceeds of Bonds (collectively, "CFD Proceeds") to provide funding for School Facilities and other authorized costs and expenses as described in the Agreement, the RMA and/or as authorized by applicable law. However, notwithstanding the foregoing or anything else, the District, at any time and from time to time, may pool or otherwise comingle the CFD Proceeds with funds generated by other community facilities districts of the District, with funds of the District, with funds provided through other sources, or some combination of the foregoing, for purposes of achieving efficient timing and financing of the construction and/or acquisition of any school facilities required by the District. In such event, however, the District shall cause an approximately proportionate share of the comingled funds or the net construction funding resulting from an associated financing to be expended on the School Facilities needed to serve 7-12 students residing within CFD No. 19. Any Commercial/Industrial Development constructed within the Property shall pay Statutory School Fees and will not have Special Taxes levied on such development as long as such property is Commercial/Industrial Development.

5. Developer Deposit for CFD No. 19. Baldwin, Village II Town Center, LLC ("VTC"), and District previously entered into an agreement entitled "Deposit and Reimbursement Agreement Between Sweetwater Union High School District, Baldwin & Sons, LLC and Village II Town Center, LLC" ("Deposit Agreement"). Pursuant to the Deposit Agreement, Baldwin and VTC have deposited with the District an initial deposit ("Initial Deposit") of twenty-five thousand dollars (\$25,000.00) covering the development included within both Improvement Areas to fund the preparation of this Agreement and the formation of CFD No. 19, including CFD No. 19 I/A 2. At the District's request, Baldwin has made an additional deposit ("Additional Deposit") of

seventy-five thousand dollars (\$75,000.00) for a total Deposit of one hundred thousand dollars (\$100,000.00). The District may request Additional Deposits up to the maximum amount set forth in the Deposit Agreement as are necessary to complete this Agreement and formation of CFD No. 19. The District has requested an additional deposit of twenty thousand dollars (\$20,000.00) and anticipates any further deposits will not exceed an additional twenty thousand dollars (\$20,000.00) for a total of forty thousand dollars (\$40,000.00). The Initial Deposit, the Additional Deposit, and any further deposits may be referred to herein collectively as the "Deposit."

To the extent it covers such costs, the District will use the Deposit to pay legal, consultant, and other incidental costs incurred by the District in connection with the drafting, negotiation and execution of this Agreement, the formation of CFD No. 19, the authorization of the Special Taxes of CFD No. 19 I/A 1, and the issuance of the Bonds for CFD No. 19 I/A 1. To the extent the District does not use all of the Deposit for such purposes, the District will refund the remaining portion to Developer(s) that paid the Deposit. To the extent the District uses the Deposit as described herein, the District will reimburse those funds related to CFD No. 19 to Developer(s) that paid the Deposit, without interest and, to the extent legally permissible, from the proceeds of the first Bonds issued by CFD No. 19 I/A 1 after the Effective Date. The use and reimbursement or refund of the Deposit shall be governed by this Section 6 and the Deposit Agreement.

The foregoing notwithstanding, if the Bonds of CFD No. 19 I/A No. 1 have not been issued prior to sale to individual third persons of all of the DUs in CFD No. 19 I/A No. 1, District, without interest, may repay the Deposit from future Special Taxes not needed for costs of administration and Interim Facilities being, or to be, funded by Special Taxes of CFD No. 19 I/A 1 as reasonably determined by CFD No. 19.

If Developer does not provide any such requested Additional Deposit within fifteen days of the District's request, the District may direct its staff and consultants to cease all work associated with CFD No. 19 until such time as Developer provides the Additional Deposit requested by the District. If Developer unreasonably fails to provide any such Additional Deposit and, as a result, the District stops and restarts any actions or proceedings associated with CFD No. 19, or otherwise incurs additional costs or delays in connection with any such actions or proceedings, Developer, using their own funds, must pay or reimburse the District for such costs, which shall not be subject to reimbursement to Developer pursuant to this Agreement or otherwise.

6. Reimbursement of Deposits if CFD Not Formed. Consistent with Government Code Section 53314.9, the District shall provide for reimbursement of the Deposit to Developer in the "Resolution of Intention" and the "Resolution of Formation" for CFD No. 19. If, for whatever reason, the District does not form CFD No. 19 due to District's refusal to do so and not based on any actions of Developer, then: (i) within fifteen days after terminating such efforts, the District shall refund to Developer(s) that paid the Deposit the portion of the Deposit remaining, if any, after deducting amounts for costs incurred by the District to such date and for costs that the District is committed to pay, but which have not yet been paid; and (ii) consistent with Government Code Section 53314.9, the portion of the Deposit that has or will be expended as provided herein shall not constitute a debt or liability of the District, and the District shall in no

event be responsible for reimbursing such funds to Developer. In no event shall any member of the District's Board of Trustees or other officer, employee, or agent of the District be personally liable for reimbursement of the Deposit.

7. Certificates of Compliance.

(a) *Prior to Satisfaction of Agreement Conditions.* With respect to construction that any of the Developers desire to undertake within proposed CFD No. 19 I/A 1 prior to satisfaction of all Agreement Conditions, the Developer may obtain from the District a written certification of the Developer's compliance with the mitigation requirements applicable to such construction (each a "Certificate of Compliance"):

- (i) as provided in the CFD No. 1 Mitigation Agreement with respect to the portion of the Property subject to the CFD No. 1 Mitigation Agreement; and
- (ii) by paying Statutory School Fees to the District due at the time a Certificate of Compliance is requested for the portion of the Property not included within the CFD No. 1 Mitigation Agreement.

(b) *After Satisfaction of Agreement Conditions.* Notwithstanding anything in this Agreement or applicable law to the contrary, after satisfaction of all Agreement Conditions, the District shall issue Certificates of Compliance upon request of a Developer and return to the Developer all statutory fees paid previously with respect to the portion of the Property not included within the CFD No. 1 Mitigation Agreement, other than for Commercial/Industrial Development and age-restricted residential units. In addition, within ninety (90) days following the formation of CFD No. 19, any Developer that owns Commercial/Industrial Development within CFD No. 1 that has received a building permit that has not expired shall pay to the District the applicable Statutory School Fees in accordance with California Education Code Section 17620 and California Government Code Section 65995 in effect at the time the Resolution of Formation for CFD No. 19 was adopted by the Board.

8. Prepayments of Special Taxes. After all Agreement Conditions have been satisfied, and with respect to property within CFD No. 19 I/A 1 owned by the Developers or their successor(s), CFD No. 19 I/A 1 shall calculate and levy Special Taxes as provided in the RMA. However, any Developer and/or any such successor(s) may elect to prepay and discharge the obligation to pay Special Taxes, in full or in part, as provided in the RMA.

9. Disclosures Pursuant to Rule 15c2-12. Each Developer shall at all times and at its own expense cooperate with the District, CFD No. 19, and any underwriter of any series of Bonds in complying with Rule 15c2-12 of the Securities and Exchange Commission in connection with the issuance and sale of Bonds, so long as the Developer is an "obligated person" in accordance with Rule 15c2-12. Each Developer also shall at all times and at its own expense cooperate with the District and CFD No. 19 (including, without limitation, providing any and all necessary information) to ensure compliance with any and all applicable laws,

regulations or other governmental requirements, existing as of the Effective Date or thereafter promulgated, that establish disclosure or reporting requirements in connection with any Special Taxes levied, any Bonds issued, or any action by the District, pursuant to this Agreement, including, without limitation, Government Code Sections 50075.1 *et seq.* and 53410 *et seq.* The provisions of this Section shall be binding on the Developers' assignees and other successors in interest with respect to Property.

10. Disclosure of Special Taxes and Indemnification. Each Developer shall comply with all applicable legal requirements for disclosure from the Developer to private, individual homebuyers and other parties purchasing any property within CFD No. 19 I/A 1 from the Developer regarding CFD No. 19 I/A 1 and the Special Taxes. Each Developer shall provide any and all disclosures required pursuant to any provision of the Mello-Roos Act or other applicable law to be made from the Developer to prospective or actual purchasers of lots or parcels within CFD No. 19 I/A 1 as to the existence of, terms and conditions of, and/or payments required in connection with, CFD No. 19 and/or the Special Taxes levied or to be levied therein. Each Developer shall provide such disclosures to prospective or actual purchasers not later than the time required by applicable law, which may include, but is not limited to, Government Code Section 53341.5. Each Developer shall indemnify, defend and hold-harmless the District and CFD No. 19 against and from any and all claims, demands, actions, liabilities, costs and expenses (including, but not limited to, legal fees, costs and expenses) related to the provision by the Developer of any such disclosure, the sufficiency of any such disclosure, or the failure of the Developer to provide such disclosure to parties purchasing from the Developer any property within CFD No. 19, and such obligations shall survive termination of this Agreement.

In addition to being responsible pursuant to any other provision of this Agreement, each Developer's successors and assigns with respect to any portion of the Property, including, without limitation, any "Merchant Builders," shall assume the disclosure, indemnification and other obligations set forth herein. In the agreements pursuant to which it sells any portion of the Property to any Merchant Builders, or in separate agreements, each Developer must require that each Merchant Builder similarly comply with all such applicable legal requirements and that, with respect to the portion of the Property sold to a Merchant Builder, the Merchant Builder unconditionally assume such disclosure, indemnification and other obligations. No such assumption by a Merchant Builder or other party shall be deemed or construed to release the Developer from its obligations pursuant to this Section unless the Developer provides to the District a copy of the written assumption by the other party and the District consents to release of the Developer from such obligations, which consent the District shall not unreasonably deny, delay or condition. Factors to be considered by the District in regard to release of the Developer in any particular case shall include, without limitation, the financial status, size and development experience (including with CFDs), of such other party.

11. SB 165 Disclosure. The Parties recognize that California SB 165, Chapter 535 of the Statutes of 2000, effective on January 1, 2001, provides disclosure and reporting requirements for any local bond measure that is subject to voter approval and which would provide for the sale of the Bonds by a local agency. The Developers agree to fully and completely cooperate with District and CFD No. 19 in meeting the requirements of SB 165.

12. Additional Agreements.

(a) *District Agreements.* In addition to the other agreements of the District set forth in this Agreement, and subject to performance by the Developer of its obligations pursuant to this Agreement, the District agrees as follows with respect to each Developer:

- (i) The execution of this Agreement by the Developer and performance of its obligations pursuant to this Agreement shall be deemed and construed to constitute full satisfaction by the Developer of its obligation to mitigate the impact on the District's School Facilities resulting from development of the Project;
- (ii) The District shall issue Certificates of Compliance as provided in Part 7 herein and, after CFD No. 19 has been formed and the Agreement Conditions satisfied, upon request of a Developer with respect to parcels within CFD No. 19 I/A No. 1 owned by such Developer;
- (iii) Upon request of a Developer following formation of CFD No. 19 and satisfaction of the Agreement Conditions, the District shall execute and provide to the City a "Confirmation of Mitigation Agreement" substantially in the form attached as Exhibit "D" hereto;
- (iv) Except as provided by this Agreement, the District shall refrain from seeking any form of mitigation with respect to impacts resulting from development of the Project, including, but not limited to, the payment of money, the dedication of land, or the application of an assessment, tax or requirement of any nature against any landowner or any property within the Project, whether or not such mitigation is permitted by present or future State law, rulings, regulations, or court decisions if the proceeds of such assessment, tax or requirement will be used to finance or fund, directly or indirectly, any School Facilities;
- (v) The District shall refrain from requesting or requiring that the City or any other governmental entity exercise, and to the extent permitted by law, shall not cooperate with the City or other governmental entity in the exercise of, the power under Title 7, Division 1, Chapter 4.7 of the California Government Code (commencing with Section 65970) or any other provision of applicable law, to require the dedication of land, the payment of fees in lieu thereof, or both for school facilities other than those provided for herein, as a condition of development of the Project;

- (vi) Within a reasonable time following any request by the Developer, the District shall take any such actions and shall execute and deliver such documents as reasonably may be necessary, legal and appropriate in order to accomplish the purposes and intent of this Agreement; and
- (vii) Promptly upon satisfaction of the Agreement Conditions, the District shall record a cancellation of special tax lien for such portion of the Property within CFD No. 1, in a form reasonably acceptable to the Developers, with respect to the special taxes of CFD No. 1, but only as applicable to that portion of the Property within CFD No. 1.

(b) *Developers Agreements.* In addition to the other agreements of the Developers set forth in this Agreement, and subject to performance by the District of its obligations pursuant to this Agreement, each Developer agrees as follows:

- (i) Each Developer shall from time to time make reasonable efforts, upon request of the District, to assist the District with formation of CFD No. 19, authorization of the Special Taxes and/or issuance of the Bonds for CFD No. 19 I/A 1, consistent with the District's request;
- (ii) To the extent the District is unable to form CFD No. 19, authorize the Special Taxes or issue the Bonds for CFD No. 19 I/A 1 for any reason that is in whole or in part caused by or due to any of the Developers, and the total Deposit provided by Developers is insufficient to pay all of the costs reasonably incurred by the District in connection with this Agreement or the District's efforts to form CFD No. 19 and authorize the Special Taxes, Developers, within thirty days of request by the District, shall pay to the District the remaining balance of such costs;
- (iii) Except as provided in this Agreement, neither the Developers nor any of their successors shall close escrow on any constructed residential unit within CFD No. 19 until CFD No. 19 has been formed; and
- (iv) Within a reasonable time following any request by the District, each Developer shall take any such actions and shall execute and deliver such documents as reasonably may be necessary, legal and appropriate in order to accomplish the purposes and intent of this Agreement.

13. Attorneys' Fees. In connection with any dispute and any arbitration, litigation or other proceeding arising from this Agreement, each Party shall be responsible for payment of its own attorneys' fees and other legal costs.

14. Notices. Any and all demands and other notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Section. Each Notice must be sent via: (i) personal delivery (signature of recipient on delivery receipt required); (ii) registered or certified United States mail (postage prepaid and signature of recipient on return receipt required); or (iii) FedEx, U.P.S. or other reliable, private delivery service (signature of recipient on electronic or other delivery receipt required).

All notices, demands and communications between the Parties shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, Federal Express or other reliable private express delivery, or by facsimile transmission. Such notices, demands or communications shall be deemed received upon delivery if personally served or sent by facsimile or after three (3) business days if given by other approved means as specified above. A copy of any Notice sent to a Party must be sent to that Party's legal counsel at the address set forth below. A Party may change its address or contact information by giving notice in accordance with this Section. If any such information applicable to a Party changes, and the Party does not give notice of such change, any subsequent Notices addressed and delivered to that Party using the obsolete contact information shall be deemed and construed to have been given or served, regardless of whether "actual receipt" has occurred. As applicable, Notices must be addressed as follows:

To the District:

Sweetwater Union High School District
Attn: Assistant Superintendent of
Facilities and Operation
1130 Fifth Avenue
Chula Vista, CA 91911

To District Legal Counsel:

Bowie, Arneson, Wiles & Giannone
Attn: Wendy H. Wiles
4920 Campus Drive
Newport Beach, CA 92660

To Developers:

SunRanch Capital Partners, LLC
Attn: Nick Lee
610 West Ash Street, Suite 1500
San Diego, CA 92101

Village II Town Center, LLC

Attn: Nick Lee
610 West Ash Street, Suite 1500
San Diego, CA 92101

To Developers' Legal Counsel:

O'Neil LLP
Attn: John P. Yeager
19900 MacArthur Blvd., Suite 1050
Irvine, CA 92612

15. State Funding and GO Bond Proceeds. In the event that School District receives funds from the State of California to house existing and/or projected students generated from existing and/or future residential units constructed in the Project, Developer, the Merchant Builders and their successors or assigns, shall not be entitled to any refund or reduction in Special Taxes or Statutory School Fees provided for herein as a result of such State Funds.

Similarly, there shall be no reimbursement or reduction of the Special Taxes of CFD No. 19 or Statutory School Fees provided for herein as to existing or future general obligation bonds of the School District or a school facilities improvement district ("SFID") of the School District.

16. Term of Agreement. The term of this Agreement shall commence as of the Effective Date and shall expire on the date as of which all real property within CFD No. 19 I/A 1 that may be developed and/or is entitled for development has been developed and sold to a purchaser of a completed DU constructed and sold within the Project (each a "Homeowner"), sold to a Commercial Owner, or retained by a Commercial Owner. For purposes of this Agreement, the term "Commercial Owner" means any individual or entity that has purchased a completed commercial or industrial or other non-residential facility or property constructed or located within the boundaries of CFD No. 19 for end-use purposes, or the Developers (or any of their successors) who retain ownership of such facility or property for end-use purposes.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the matters addressed herein and all prior and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

18. Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

19. Interpretation Guides. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Part, Section, Subsection, or other provision herein. Except as expressly provided in this Agreement in any particular case, each reference in this Agreement to a specific number of days shall be construed to mean consecutive calendar days, not business days. As used in this Agreement, "must" and "shall" shall be construed to establish a mandatory (not discretionary) requirement, and "may" shall be construed to establish a discretionary (not mandatory) requirement.

20. Time is of the Essence. Time is of the essence with respect to this Agreement and each provision herein, and any failure of a Party to timely perform or satisfy its obligations pursuant to this Agreement shall be deemed to constitute a breach by such Party of its obligations pursuant to this Agreement.

21. Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement.

22. Survival of Representations and Warranties. The representations and warranties of each Party set forth in this Agreement, if any, shall survive the termination of this Agreement.

23. Modifications of Agreement. This Agreement may be amended or otherwise modified only by means written instrument that has been duly approved, signed and delivered by all Parties.

24. Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

25. Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with California law, notwithstanding any choice-of-law or other provision in any federal or state law; provided that issues regarding the tax-exempt status of the Bonds shall be interpreted in accordance with applicable federal law. Each arbitration, mediation, action or other proceeding arising out of, or connected with, this Agreement shall be initiated and conducted only in the County of San Diego, California.

26. Correct Legal Requirements Deemed Included. Each and every provision required by applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Party, the Parties shall amend this Agreement to include or incorporate, or to correctly include or incorporate, such provision.

27. Severability. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement. Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be applied, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

28. Successors and Assigns. A Developer may not assign this Agreement or any of its rights pursuant to this Agreement, except that the Developer may assign some or all of its

rights pursuant to this Agreement to any person or entity that is a real-property developer and that assumes in writing all executory obligations of the Developer associated with the assigned rights (a "Permitted Assignment"). Prior to making any Permitted Assignment, the Developer must obtain the District's approval of the form of the written assignment, which approval the District shall not unreasonably deny, delay or condition. The form of written assignment may include a release of the Developer from the obligations associated with the assigned rights. Subject to the foregoing, the District's consent for a Permitted Assignment to any particular person or entity shall not be required, but no such assignment shall be valid or binding on the District unless and until the Developer provides a copy of the written assignment to the District. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

29. Special Taxes Contractually Obligated for Financing of School Facilities.

(a) The Parties, including their successors, agree this Agreement is a contractual obligation between and among the District, CFD No. 19, and the Developers for the funding of the School Facilities to be owned by the District through the levy of Special Taxes and the issuances of Bonds by CFD No. 19. The funding of such School Facilities to the extent herein provided is a contractual obligation of the Parties enabling, in part, the Developers to provide for the School Facilities needs of the District so that the Developers may obtain Certificates of Compliance to complete the Project. The levy of Special Taxes on a DU is an integrated contractual obligation to fund and finance respectively the herein described amount for School Facilities required by this obligation. The Parties have agreed, and do further agree, that: (i) any reduction or repeal of the Special Taxes authorized to be levied on parcels in CFD No. 19 would impair such contractual obligations; and (ii) that on the basis of the request of the Developers, the owner of 100% of the Property and upon the consent of the Developers hereto as the "Qualified Electors," the formation proceedings, Special Taxes, and Bonds of CFD No. 19 are authorized and consistent with the provisions of Section XIII A and XIII C of the California Constitution.

(b) If the Special Taxes of CFD No. 19 are repealed pursuant to Article XIII C of the California Constitution prior to the issuance of Bonds, then as a condition for receiving any Certificate of Compliance for a DU that is requested subsequent to the date the special taxes are repealed, each Developer shall be required to make payments to the District in an amount equal to the applicable Statutory School Fees for each such Certificate of Compliance requested by the Developer at the time that each such Certificate of Compliance is requested.

30. No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party. Notwithstanding anything to the contrary, this Agreement shall not be binding or inure to the benefit of any Homeowner or any Commercial/Industrial Owner, and no Homeowner or Commercial/Industrial Owner, in that capacity, shall be deemed or construed to be an assignee or other successor in interest to the Developer with respect to this Agreement.

31. Counterparts. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one and the same original instrument. Signature pages may be detached from counterparts and inserted into other counterparts to physically create one or more copies of this Agreement containing the original signatures of both Parties' representatives.

(The remainder of this page intentionally left blank.)

32. Due Authority. Each Party hereby represents and warrants that it has all power and authority necessary to execute, deliver, and perform this Agreement. Each person that has signed this Agreement on behalf of a Party thereby represents and warrants that he or she has been duly authorized by appropriate action of such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have executed this Agreement, as evidenced by the signatures below of their respective duly-authorized representatives.

Sweetwater Union High School District

By: _____
Karen Michel, Chief Financial Officer

Approved as to Form

By: Bowie, Arneson, Wiles & Giannone,
Attorneys for the Sweetwater Union
High School District

By: _____
Wendy H. Wiles, Legal Counsel

***SunRanch Capital Partners, LLC, a
Delaware limited liability company***

By: _____

Print Name: _____

Title: _____

***Village II Town Center, LLC, a California
limited liability company***

By: _____

Print Name: _____

Title: _____

EXHIBIT “A”

ASSESSOR PARCEL NUMBERS OF PROPERTY

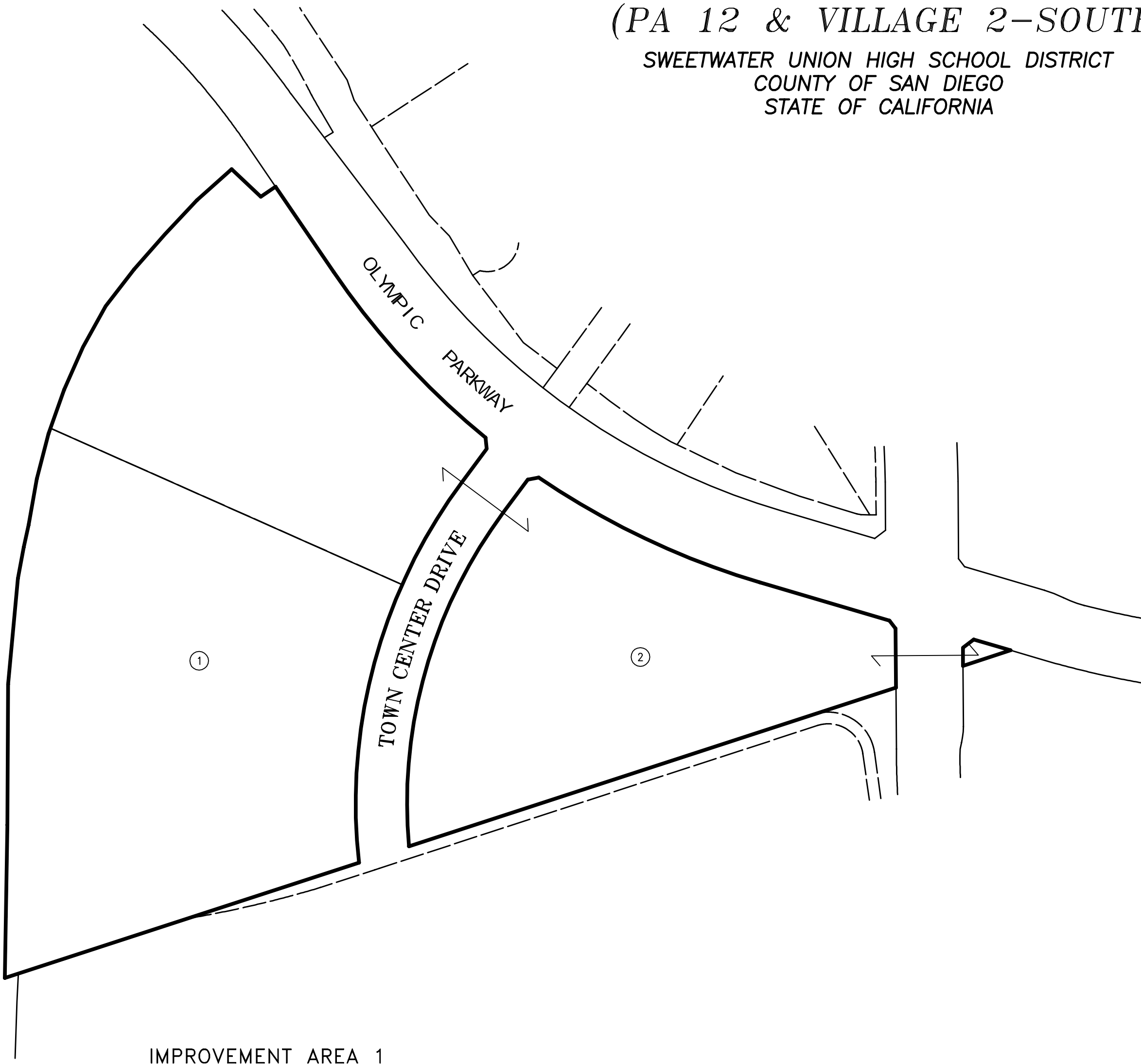
The Property consists of the following San Diego County Assessor Parcel Numbers:

- (i) 643-051-56-00
- (ii) 643-020-88-00

EXHIBIT “B”
PROPOSED CFD NO. 19 BOUNDARY MAP

PROPOSED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 19
(PA 12 & VILLAGE 2-SOUTH)

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



IMPROVEMENT AREA 1

BOARD OF TRUSTEES CERTIFICATE

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF TRUSTEES OF THE
SWEETWATER UNION HIGH SCHOOL DISTRICT THIS ____ DAY OF _____, 20____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

BOARD OF TRUSTEES APPROVAL

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY
FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL
DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY
THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT
AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF
_____, 20____, BY ITS RESOLUTION NO. _____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
1	1	643-051-56-00
2	1	643-020-88-00
3	2	644-312-01-00
4	2	644-312-02-00
5	2	644-312-03-00
6	2	644-312-04-00
7	2	644-311-02-00
8	2	644-313-46-00
9	2	644-313-47-00
10	2	644-313-48-00
11	2	644-310-09-00
12	2	644-310-06-00
13	2	644-340-23-00
14	2	644-313-52-00
15	2	644-313-53-00
16	2	644-313-04-00
17	2	644-313-05-00
18	2	644-313-30-00
19	2	644-313-29-00
20	2	644-313-31-00
21	2	644-313-32-00
22	2	644-313-49-00
23	2	644-313-45-00
24	2	644-310-05-00
25	2	644-313-34-00

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
26	2	644-313-33-00
27	2	644-313-28-00
28	2	644-313-27-00
29	2	644-313-26-00
30	2	644-313-50-00
31	2	644-313-51-00
32	2	644-313-54-00
33	2	644-313-55-00
34	2	644-313-36-00
35	2	644-313-60-00
36	2	644-313-61-00
37	2	644-313-43-00
38	2	644-313-44-00
39	2	644-313-59-00
40	2	644-313-35-00
41	2	644-313-41-00
42	2	644-313-38-00
43	2	644-313-58-00
44	2	644-313-57-00
45	2	644-313-39-00
46	2	644-313-56-00
47	2	644-313-37-00
48	2	644-313-40-00
49	2	644-313-24-00
50	2	644-313-42-00
51	2	644-313-25-00
52	2	644-313-23-00
53	2	644-313-15-00

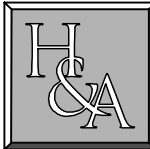
① SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
COMMUNITY FACILITIES DISTRICT BOUNDARY

200 0 200 400 600
SCALE 1"= 200'

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT
THE HOUR OF _____ O'CLOCK, _____ M. AS DOCUMENT NO. _____
IN BOOK _____ OF MAPS OF ASSESSMENTS
AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF
THE COUNTY RECORDING IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNEST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



HUNSAKER & ASSOCIATES SAN DIEGO, INC.

PLANNING - ENGINEERING - SURVEYING
9707 MAPLES STREET - SAN DIEGO, CA 92121
(858) 558-4500 - FAX (858) 558-1414

R:\1240\Map\Exhibits\EX PA 12 & Vill 2 South CFD Exhibit 18X26 SHT 01.dwg[Feb-28-2017:14:40

NOTE: FOR PARTICULARS OF LINES AND
DIMENSIONS OF ASSESSOR'S PARCELS,
REFERENCE IS MADE TO THE SAN DIEGO
COUNTY ASSESSOR'S PARCEL MAPS.

SHEET	1 OF 2
DATE	FEBRUARY 2017
JOB NO.	CFD____-____

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

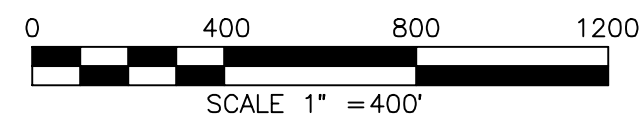


EXHIBIT “C”
PROPOSED RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 1 OF CFD NO. 19

**RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 19
IMPROVEMENT AREA 1
(Planning Area 12)
SWEETWATER UNION HIGH SCHOOL DISTRICT**

This Rate and Method of Apportionment of Special Tax sets forth the Special Tax applicable to each Assessor's Parcel within Community Facilities District No. 19 Improvement Area 1 ("CFD No. 19 IA-1") of the Sweetwater Union High School District ("School District") to be apportioned, levied and collected according to the Special Tax liability determined by the Board of Trustees of the School District, acting as the Legislative Body of CFD No. 19 IA-1. The applicable Annual Maximum Special Tax shall be determined pursuant to the application of the appropriate amount or rate for Developed Property and Undeveloped Property, as described below. All Developed Property and Undeveloped Property within the CFD No. 19 IA-1, unless exempted by law or the provisions of Section V below, shall be subject to the applicable Annual Maximum Special Tax levied and collected to the extent and in the manner hereinafter provided in each Fiscal Year.

I. DEFINITIONS:

"Acre(s)" applies only to Undeveloped Property and means the acreage of an Assessor's Parcel as set forth on the latest San Diego County assessor's map if such acreage is shown thereon. If such acreage is not shown on such map, the acreage shall be the acreage information shown upon any recorded subdivision map, parcel map, record of survey, or other recorded document describing the property. If none of the above information is available, or is in conflict, the determination of the acreage shall be made by the School District.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

"Administrative Expense" means any cost incurred by the School District on behalf of the CFD No. 19 IA-1 related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, the administration of the Bonds of the CFD No. 19 IA-1, and any other costs incurred in order to carry out the authorized purposes of the CFD No. 19 IA-1.

"Age-Restricted Unit" means a residential dwelling unit restricted for the use consistent with the provisions of Section 65995.1 of the Government Code or subsequent successor statutory provisions.

“Annual Maximum Special Tax” means the maximum Special Tax that may be levied in each Fiscal Year pursuant to Sections III. and IV. on each Assessor’s Parcel classified as Developed Property for a period not to exceed 35 years from the beginning of the Initial Fiscal Year, and on each Assessor’s Parcel classified as Undeveloped Property for a period not to exceed the term of any Bonds which may be secured by such Undeveloped Property or until classified as Developed Property.

“Annual Special Tax Requirement” means the amount required in any Fiscal Year to pay for: i) the debt service on all outstanding Bonds, ii) a sinking fund for the acquisition, construction, equipment and finance costs of future Facilities, iii) Administrative Expense, iv) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and v) any other payments permitted by law.

“Apartment Property” means the development of multiple dwelling units under common ownership to be leased to end users.

“Assessable Square Footage” means, for a Residential Dwelling Unit, the assessable area of improvement exclusive of garage area or carport area as shown on the most recent building permit issued for such dwelling unit. Assessable Square Footage for Apartment Property means the assessable space within the perimeter of the structure excluding carport area or garage area but includes areas such as hallways, leasing office, and common areas such as a gym or meeting rooms.

“Assessor’s Parcel” means a parcel of land as designated on a map of the San Diego County Assessor and which has been assigned a discrete identifying parcel number.

“Board” means the Board of Trustees of the Sweetwater Union High School District.

“Bond Yield” means the yield of the last series of Bonds issued, for purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended for the purpose of the non-arbitrage certificate or other similar bond issuance document.

“Bonds” means the bonds or other debt obligations (as defined in Section 53317(d) of the Act), including, but not limited to certificates of participation or leases, of the CFD No. 19 IA-1 issued and sold to finance the Facilities.

“Boundary Map” means the boundary map of CFD No. 19 IA-1.

“Commercial/Industrial/Other Property” means property zoned for commercial/ industrial use or any other uses, other than uses associated with a Residential Dwelling Unit or Apartment Project.

“Cost Index” means the latest published Building Cost Index for the City of Los Angeles available as of July 1st as set forth in the Engineering News Record, McGraw-Hill Construction Weekly, or if not available, the School District shall determine a suitable replacement.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit was issued to permit the construction of a Residential Dwelling Unit or Apartment Property on or before June 30 of the preceding Fiscal Year.

“Facilities” means the school facilities designated in the CFD No. 19 IA-1 Special Tax Report approved by the Board.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Initial Fiscal Year” applies only to Developed Property and means the first Fiscal Year in which the Annual Maximum Special Tax will be apportioned and levied on an Assessor’s Parcel of Developed Property.

“Land Use Category” means the classification of a Residential Dwelling Unit or Apartment Property based on the applicable definitions in Section I.

“Proportionately” means for Undeveloped Property that the ratio of the actual Special Tax levy per Acre to the Annual Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property within CFD No. 19 IA-1.

“Residential Dwelling Unit” means any residential dwelling unit, except for an Age-Restricted Unit.

“Special Tax” means the amount of special taxes to be levied on Developed Property and Undeveloped Property in any Fiscal Year, as determined pursuant to Section IV below.

“Taxable Property” means all Assessor’s Parcels within the CFD No. 19 IA-1 which are not exempt from the levy of Special Tax pursuant to Section V below.

“Undeveloped Property” means all Taxable Property that is not classified as Developed Property.

II. ASSIGNMENT TO LAND USE CATEGORIES:

On July 1 of each Fiscal Year, beginning on July 1, 2017, each Assessor’s Parcel shall be categorized as Developed Property or Undeveloped Property. Developed Property shall be assigned to a Land Use Category as provided for in Table 1 below.

III. ANNUAL MAXIMUM SPECIAL TAX:

A. Developed Property

The Annual Maximum Special Tax for any Assessor’s Parcel classified as Developed Property shall be determined this Section A.

Table 1
Annual Maximum Special Tax Developed Property
for Fiscal Year 2016/17

Land Use Category	Taxable Unit	Assessable Square Footage	Annual Maximum Special Tax
LUC 1 – Residential Dwelling Unit	Assessable Square Foot	1,699 sq. ft. or Less	\$0.6963
LUC 2 – Residential Dwelling Unit	Assessable Square Foot	1,700 sq. ft. to 2,099 sq. ft.	\$0.6349
LUC 3 – Residential Dwelling Unit	Assessable Square Foot	2,100 sq. ft. or Greater	\$0.5632
LUC 4 – Apartment Property	Assessable Square Foot	N/A	\$0.3840

On July 1 of each Fiscal Year prior to and including the Initial Fiscal Year a Residential Dwelling Unit or Apartment Property is classified as Developed Property, commencing on July 1, 2017, applicable for the 2017/18 Fiscal Year, the Annual Maximum Special Tax for Developed Property shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period, or (ii) two percent (2.00%) of the applicable Annual Maximum Special Tax amount in effect in the immediately prior Fiscal Year.

On July 1 of each Fiscal Year following the Initial Fiscal Year a Residential Dwelling Unit or Apartment Property is classification as Developed Property, the Annual Maximum Special Tax rate for such Residential Dwelling Unit or Apartment Property shall be increased by two percent (2.00%) of the Annual Maximum Special Tax amount in effect in the immediately prior Fiscal Year.

B. Undeveloped Property

The School District may levy a Special Tax on Undeveloped Property based on the criteria described in Sections IV. The Annual Maximum Special Tax for an Assessor's Parcel classified as Undeveloped Property for Fiscal Year 2016/17 is shown in Table 2 below per Acre. On July 1 of each Fiscal Year, commencing on July 1, 2017, applicable for the 2017/18 Fiscal Year, the Annual Maximum Special Tax rate per Acre for Undeveloped Property shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period or (ii) two percent (2.00%) of the Annual Maximum Special Tax amount in effect in the immediately prior Fiscal Year.

Table 2
Annual Maximum Special Tax Undeveloped Property
for Fiscal Year 2016/17

Land Use Designation	Annual Maximum Special Tax
Undeveloped	\$1,774.23 per Acre

IV. METHOD OF APPORTIONMENT OF THE SPECIAL TAX:

Commencing in Fiscal Year 2017/18, and each Fiscal Year thereafter, the Board shall levy the Special Tax in the following order of priority:

First: The Special Tax shall be levied on all Developed Property within CFD No. 19 IA-1 at a rate of 100% of the Annual Maximum Special Tax.

Second: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on all Undeveloped Property within CFD No. 19 IA-1, at a rate up to 100% of the Annual Maximum Special Tax Undeveloped Property to satisfy the requirement.

V. EXEMPTIONS:

The Board shall not levy a Special Tax on:

- A. Assessor's Parcels of property existing at the time of the establishment of the CFD No. 19 IA-1 which will be conveyed, dedicated, or irrevocably offered for dedication to a public agency, including property owned by a public agency which is in public use; property which is utilized for public utility purposes and not occupied on a regular basis by employees of the utility; property irrevocably dedicated to a public agency for public use ("Public Property");
- B. Property owned by a church and utilized for religious church purposes ("Church Property");
- C. Property owned by a homeowner's association ("HOA Property");
- D. Property which is zoned for open space ("OS Property");
- E. Property used as a golf course other than clubhouse facilities ("Golf Property");
- F. Property which has no intrinsic value upon foreclosure, such as sliver parcels at entries and perimeter landscape parcels ("Landscape Property");

- G. Assessor's Parcels, or portions thereof, developed as Commercial/Industrial /Other Property, although the Commercial/Industrial/Other portion of the property is subject to applicable statutory fees ("Commercial Property") and any residential development that is developed on the Commercial/Industrial/ Other Property is not otherwise exempt shall be levied the applicable Annual Maximum Special Tax;
- H. Assessor's Parcels, or portions thereof, developed as Age-Restricted Units, although the Age-Restricted Units portion of the property is subject to applicable statutory fees ("Age-Restricted Property"). Any residential development that is developed on the Age-Restricted is not otherwise exempt shall be levied the applicable Annual Maximum Special Tax; and
- I. Assessor's Parcels for which the Annual Maximum Special Tax has been fully discharged, as determined pursuant to Section VI.

Tax exempt status will be assigned in the chronological order in which property becomes Public Property, Church Property, HOA Property, OS Property, Golf Property, Landscape Property, Commercial Property and Age-Restricted Property provided however, that no such classification shall reduce the sum of all Taxable Property to less than 21 Acres for the property within CFD No. 19 IA-1. Property that would otherwise be tax exempt, except for the minimum number of acres required to be Taxable Property shall be required to prepay the Special Tax in full at the then applicable rate per Acre for Undeveloped Property pursuant to Section VI. In the event the prepayment is not made pursuant to the preceding sentence; the Assessor's Parcels will be subject to taxation as Undeveloped Property without regard to the status the of the property.

VI. PREPAYMENT OF THE ANNUAL MAXIMUM SPECIAL TAX:

Any owner of property or land within CFD No. 19 IA-1 may fully discharge the Annual Maximum Special Tax obligation for Developed Property applicable to such property or land in full as provided for in Section A below, or in part as provided for in Section B below, by making a cash payment as follows:

A. Calculation of Full Prepayment

At the time of, or subsequent to the issuance of a building permit for a Residential Dwelling Unit or Apartment Property, the owner may discharge the Annual Maximum Special Tax Developed Property in full by making a cash payment to CFD No. 19 IA-1. The prepayment formula is defined as follows:

$$\text{Prepayment Formula: } P = PVT + F + RP$$

The variables are described as: P - the prepayment amount, PVT - the present value of all future Annual Maximum Special Taxes, F - prepayment fees, and RP - redemption premium on the Bonds, if applicable.

The PVT or present value of all future Annual Maximum Special Taxes means the present value of the Annual Maximum Special Tax Developed Property applicable to the subject Residential Dwelling Unit or Apartment Property including future increases to the Annual Maximum Special Tax (Section III.A) in each remaining Fiscal Year subsequent to the Fiscal Year in which the calculation is made. The discount rate used to calculate the prepayment amount is dependent on the timing of the request for prepayment. Prior to or at the issuance of the building permit, the discount rate is equal to 7.05814%. After the issuance of the building permit, the discount rate used to calculate the Present Value of Taxes shall: (i) prior to issuance of Bonds, be equal to six and one-half percent (6.5%); and (ii) after issuance of Bonds, be equal to the lesser of (a) the Bond Yield and (b) six and one-half percent (6.5%). The remaining term for which the Special Tax may be levied is calculated by subtracting the number of years, including the present Fiscal Year, to which the Residential Dwelling Unit or Apartment Project has been subject to the Annual Maximum Special Tax Developed Property from thirty-five (35).

Prepayment fees or F means the fees of the School District, the fiscal agent and any consultants retained by the School District in connection with the prepayment calculations and redemption of the Bonds.

Redemption premium on the Bonds or RP means a prepayment premium as set forth in the Bond indenture for a mandatory redemption of the Bonds from prepayment, if required, as of the prepayment date and includes, if applicable, the amount needed to pay interest on the redemption amount until the earliest available redemption date.

In addition, any property owner prepaying his or her Annual Special Tax Developed Property must also pay the present Fiscal Year levy and all delinquent special taxes, interest and penalties owing on the parcel on which prepayment is being made, if any, directly to the County of San Diego prior to a cancellation of the Special Tax lien being recorded.

B. Calculation of the Partial Prepayment

After the issuance of a building permit, or subsequent to but prior to first occupancy, the owner may alternatively discharge a portion of the Annual Maximum Special Tax Developed Property in part by making a cash payment to CFD No. 19 IA-1 which shall be determined by multiplying the result of the calculation of the PVT described in Section VI (A) for prepayment which occur before the issuance of a building permit above by the owner's desired prepayment percentage. All other elements of the prepayment formula (prepayment fees, "F", and redemption premium, "RP") remain and are added to determine the partial prepayment amount total. The Annual Maximum Special Tax applicable to a Residential Dwelling Unit or Apartment Property utilizing a prepayment percentage less than 100% shall be reduced in the Fiscal Year

following the date of prepayment, and for each Fiscal Year thereafter, by multiplying the Residential Dwelling Unit's or Apartment Property's Annual Maximum Special Tax by 100% less the prepayment percentage collected. The Residential Dwelling Unit's or Apartment Property's revised Annual Maximum Special Tax described in this paragraph shall be used in calculations related to Section IV.

VII. MANNER OF COLLECTION:

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, the Special Taxes may be collected by other means, including direct billing. The Special Tax shall be subject to the same penalties and same procedure, sale and lien priority in case of delinquency as is provided for with ad valorem taxes.

VIII. TERMINATION OF SPECIAL TAX LEVY:

Provided that Special Taxes previously levied on a Residential Dwelling Unit or Apartment Property are not delinquent, the lien of Special Taxes of the CFD No. 19 IA-1 shall terminate as to such as follows: i) the close of the 35th Fiscal Year following the beginning of the Initial Fiscal Year for such Residential Dwelling Unit or Apartment Property, or ii) the Special Tax obligation has been fully and completely discharged pursuant to Section VI.

IX. APPEALS AND INTERPRETATION PROCEDURE

Any property owner or resident who feels that the amount or formula of the Special Tax as applied to his or her property is in error may file a notice with the School District appealing the levy of the Special Tax. An Appeal Panel of 3 members, as appointed by the School District, will communicate the findings of the Appeals Panel. If the findings of the Appeals Panel verify that the Special Tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the Special Tax levy shall be corrected, and if applicable in any case, a refund shall be granted. The period used for calculating a refund will be limited to the fiscal year of the appeal.

Interpretations may be made by the School District by resolution for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to these proceedings.

X. ANNUAL MAXIMUM SPECIAL TAX REMAINDER FROM DEVELOPED PROPERTY

In any Fiscal Year, when proceeds of Annual Maximum Special Tax for Developed Property is greater than the sum of i) debt service on all outstanding Bonds, ii) the cost associated with the release of funds from an escrow account(s) established in

association with the Bonds, iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and iv) Administrative Expenses, such amount shall be available for the School District subject to any required reserve fund replenishment. The School District shall use proceeds for acquisition, construction or financing school facilities in accordance with the Act and other applicable law as determined by the School District.

XI. SCHOOL FACILITIES TO BE FINANCED

The school facilities to be funded include, but not by way of limitation, the construction and acquisition as reasonably determined from time to time by School District during the term of the herein described Special Taxes of the following:

- A. Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings or interim additions to existing buildings (collectively, "Interim Facilities");
- B. Central administration and support facilities;
- C. Technology equipment and infrastructure therefor, including mobile devices;
- D. Furnishings, equipment, buses, and vehicles; and
- E. Modernization, rehabilitation and expansion of the foregoing and the foregoing or similar facilities to meet education policies as reasonably determined by the Board during the term of the Special Taxes of CFD No. 19 IA-1.

The foregoing is only by way of explanation and is not a limitation or change to any of the provisions of this Rate and Method of Apportionment.

EXHIBIT “D”

CONFIRMATION OF MITIGATION AGREEMENT

[On District Letterhead]

_____, 2017

City of Chula Vista
Attention: Director of Planning/City Engineer
276 4th Ave
Chula Vista, CA 91910

Re: Sweetwater Union High School District Agreement for
Mitigation of Impacts on School Facilities arising from
Development of Tentative Subdivision Map No. _____

Dear [Messrs.] _____ and _____:

The Sweetwater Union High School District (“District”) and Baldwin & Sons, LLC *et al.* (“Developer”) have entered into certain “School Facilities Funding and Mitigation Agreements” dated as of April _____, 2017 (“Mitigation Agreements”). The Developer owns the real property identified herein. The Mitigation Agreements provide for the financing of school facilities of the District as necessary to mitigate the impact of any and all residential development that may occur within the boundaries of the Tentative Map.

In consideration of the Developer’s obligations pursuant to the Mitigation Agreements, the District hereby gives notice to the City of Chula Vista (“City”) that the District consents to the approval and recordation of one or more final subdivision maps for the property within the boundaries of the Tentative Map.

Please note, however, that this letter does not constitute District consent to, and the District will oppose, the issuance of any one or more building permits for residential units to be constructed within the boundaries of the Tentative Map or any final subdivision map. Instead, the District hereby confirms that the City should not issue any such building permits unless and until the District has issued one or more “Certificates of Compliance” applicable to the residential units for which building permits are being sought. A Certificate of Compliance will confirm that the Developer has fulfilled and mitigated its obligation as to each such residential unit in accordance with the Mitigation Agreements. Please note also that the requirement for Certificates of Compliance shall apply also to any and all non-residential construction that is to occur within the boundaries of the Tentative Map.

Thank you for your cooperation in regard to the foregoing. Please do not hesitate to contact the undersigned if you have any questions or comments regarding these matters.

Sincerely,

Moises Aguirre, Assistant Superintendent of
Facilities and Operation

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

SWEETWATER UNION HIGH SCHOOL
DISTRICT
c/o Bowie Arneson Wiles & Giannone
4920 Campus Drive
Newport Beach, CA 92660
Attn: Wendy Wiles

Space above this line for Recorder's use only.
Exempt from recording fees pursuant to Gov. Code § 6103.

***SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT
(IMPROVEMENT AREA NO. 2)***

***BY AND AMONG THE SWEETWATER UNION HIGH SCHOOL DISTRICT;
BALDWIN & SONS, LLC; CANTAMAR SR V2 R23, LLC; HOMEFED
VILLAGE 2 WEST, LLC; LOVINA, LLC; MONTE VILLA V2 R19B, LLC;
MONTECITO VILLAGE, LLC; PRESIDIO CORNERSTONE AVENTINE
100, LLC SIGNATURE SR V2 R20, LLC; SUNRANCH CAPITAL
PARTNERS, LLC; TOSARA SR R24, LLC; V2 COMMERCIAL, LLC;
VILLAGE II OF OTAY GP, LLC; VILLAGE II OF OTAY HB SUB, GP; AND
VILLAGE II OF OTAY LP***

This School Facilities Funding and Mitigation Agreement (“Agreement”) is made effective as of May ____, 2017 (“Effective Date”) by and among the Sweetwater Union High School District (“District”), a public school district organized and existing pursuant to the laws of the State of California, and: Baldwin & Sons, LLC (“Baldwin”), a California limited liability company; Cantamar SR V2 R23, LLC, a California limited liability company (“Cantamar”); HomeFed Village 2 West, LLC, a Delaware limited liability company (“HomeFed”); Lovina, LLC, a California limited liability company (“Lovina”); Monte Villa V2 R19B, LLC, a California limited liability company (“Monte Villa”); Montecito Village, LLC, a California limited liability company (“Montecito”); Presidio Cornerstone Aventine 100, LLC (“Cornerstone”), Signature SR V2 R20, LLC, a California limited liability company (“Signature SR”); SunRanch Capital Partners, LLC, a Delaware limited liability company (“SunRanch”); Tosara SR R24, LLC, a California limited liability company (“Tosara”); V2 Commercial, LLC, a California limited liability company (“V2 Commercial”); Village II of Otay GP, LLC, a Delaware limited liability company (“Village II of Otay GP”); Village II of Otay HB Sub, GP, a California general partnership (“Otay HB”); and Village II of Otay LP, a Delaware limited partnership (“Village II of Otay LP”). Baldwin, Cantamar, HomeFed, Lovina, Monte Villa, Montecito, Signature SR, SunRanch, Tosara, V2 Commercial, Village II of Otay GP, Otay HB, Village II of Otay LP, and Cornerstone shall be referred to herein, collectively, as the “Developers,” and each, individually, as a “Developer.” The District and the Developers may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Developers own approximately 391 acres of real property located within the boundaries of the City of Chula Vista (“City”), in the County of San Diego (“County”), State of California (“State”). The Developers’ property is proposed to be one of two proposed “Improvement Areas,” known as “Improvement Area No. 2” of proposed “Community Facilities District No. 19 of the Sweetwater Union High School District” (“CFD No. 19” and “CFD No. 19 I/A 2”). This Agreement relates only to Improvement Area No. 2 and consists of the assessor parcel numbers that are set forth in Exhibit “A” attached hereto (“Property”). The Property consists of approximately 2,097 dwelling units (“DUs”) and approximately 130,000 square feet of mixed use commercial/industrial development (“Project”).

B. The Parties acknowledge and agree that the development of the Property will result in a need for additional school facilities. The District provides educational services to students in grades 7 through 12 (“7-12”) within the District’s boundaries, including, among others, students who will be generated as a result of the development of the Property. The Parties understand that Chula Vista Elementary School District (“CVESD”) will provide educational services for students in grades Kindergarten through 6, but CVESD is not a party to this Agreement.

C. The Parties have agreed upon terms for mitigation of the impacts of the Project on the hereinafter described school facilities of the District (“School Facilities”), whether such School Facilities are located within or outside the Property. The District previously included the Property within the boundaries of Community Facilities District No. 17 of the Sweetwater Union High School District (“CFD No. 17”). The Property remains undeveloped. The Parties intend that once the Agreement Conditions (as defined below) are satisfied this Agreement shall supersede in its entirety the agreement entitled, “School Facilities Funding and Mitigation Agreement Among Sweetwater Union High School District, Otay Project, L.P.; Otay Ranch VII JC, LLC; Otay Ranch Twelve, LLC; Otay Ranch VII-1, LLC; and Otay Ranch R-2B, LLC” dated January 23, 2006 (“CFD No. 17 Mitigation Agreement”), but only as applicable to the Property within CFD No. 17.

D. To accommodate changes in the plans for development of the Property, the Parties now desire that the District establish CFD No. 19, including Improvement Area No. 2. Subject to the provisions herein, the Parties intend that: (i) the District shall form CFD No. 19 in accordance with the Mello-Roos Community Facilities Act of 1982, which is set forth at California Government Code Section 53311 *et seq.* (“Mello-Roos Act”); and (ii) CFD No. 19 shall be authorized to levy special taxes on real property within the boundaries of CFD No. 19 for purposes of providing funding (directly or through financing by issuance of bonds or other financing mechanism) for the construction and/or acquisition of School Facilities. The Property shall be included in CFD No. 19 I/A 2, as depicted on the “Proposed Boundary Map of Community Facilities District No. 19” (“Boundary Map”) attached hereto as Exhibit “B.”

E. The Parties further intend that once the following conditions are satisfied, the District shall cancel the lien of special taxes for CFD No. 17, to the extent those are applicable to the Property: (i) the special taxes of CFD No. 19 I/A 2 (“Special Taxes”) have been duly authorized and all periods during which any challenge to the formation of CFD No. 19 and/or the authorization of the Special Taxes may be filed or asserted have expired without any such

challenge being filed or asserted; (ii) if any such challenge has been timely filed or asserted, a final judgment or other determination upholds the validity of CFD No. 19 and the Special Taxes; and (iii) the special taxes of CFD No. 17, if any, related to the Property are paid current and not delinquent (“Agreement Conditions”).

F. The District acknowledges that, as provided herein, execution and performance of this Agreement by a Developer and successful formation of CFD No. 19 shall satisfy the Developer’s obligation to mitigate the impacts on the District’s School Facilities resulting from development of the Project (“Project Mitigation”).

G. The Parties agree that the Special Taxes shall be collected only as to the residential development within CFD No. 19 I/A 2, including any “Age Restricted” DU consistent with Government Code Section 65995.1, or successor provisions, and the “Rate and Method of Apportionment of Special Tax for Improvement Area No. 2 of CFD No. 19” (“RMA”) attached as Exhibit “C” hereto and incorporated herein. Any non-residential property/development (“Commercial/Industrial Development”) shall pay the then-current statutory school fees consistent with applicable laws (“Statutory School Fees”) at the time a certificate of compliance is issued for such development.

H. The Parties, on behalf of themselves and their successors, agree the School Facilities to be funded, as provided in this Agreement, include, but not by way of limitation, construction and acquisition as reasonably determined from time to time by the District during the term of the herein described Special Taxes of the following:

- (i) Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings, additions to existing buildings, or interim facilities;
- (ii) Central administration and support facilities;
- (iii) Technology equipment and infrastructure therefor, including mobile devices;
- (iv) Furnishings, equipment, buses, and vehicles; and
- (v) Modernization, rehabilitation and expansion of the foregoing or similar facilities to meet education policies as reasonably determined by the Board of Trustees of School District (“Board”).

I. The herein agreed Project Mitigation for the Project shall be determined on the basis of: (i) proceeds of Bonds (as defined in Section 4(b) herein) issued pursuant to the Agreement and the RMA; (ii) Special Taxes collected pursuant to the RMA, including additional projected Special Taxes not required for principal and interest on the Bonds or the costs of administration of CFD No. 19 (“Annual Special Tax Remainder”); and (iii) Statutory School Fees to be paid in accordance with applicable law with respect to any Commercial/Industrial Development. The foregoing Special Taxes of CFD No. 19 I/A 2, as applicable, have been calculated as of July 1, 2016, and are subject to adjustment annually on July 1, 2017, and annually thereafter until paid as provided in the RMA. The annual adjustment determined for

Developed Property shall be as provided in the RMA. Statutory School Fees shall increase in accordance with applicable law.

J. In consideration of the execution and performance of this Agreement by the Developers and the formation of CFD No. 19 I/A 2, authorization of the Special Taxes, authorization of the Bonds and payment of the Statutory School Fees provided for herein, the mitigation of the impact of the herein described Project on the School Facilities shall be deemed fully satisfied.

NOW, THEREFORE, and in consideration of their respective rights and obligations pursuant to this Agreement, consideration that they hereby acknowledge is adequate, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Parties agree that the foregoing Recitals are correct and are incorporated in this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to establish a means for funding the Project Mitigation for the herein described Project. Developers acknowledge that the Project will contribute to the need for additional School Facilities.

3. Formation of CFD No. 19.

(a) Subject to all other provisions of this Agreement, the Parties shall undertake all actions as are reasonably necessary for the District to establish CFD No. 19 and authorize the Special Taxes of CFD No. 19 I/A 2 as soon as practical following the Effective Date. The Special Taxes shall be levied in accordance with the RMA. The District shall form CFD No. 19 and authorize the levy of Special Taxes in CFD No. 19 I/A 2 in accordance with sound municipal financing practices, applicable law, and the District's CFD financing goals and policies ("CFD Goals and Policies"), however denominated. For purposes of this Agreement, the term "sound municipal financing practices" shall be interpreted as an evolving concept that, instead of being limited solely to historical practices, reflects then-current analyses by public-agency issuers of bonds or other debt or securities of economic, market and other relevant conditions, and the responses by such issuers to those conditions. The Special Taxes in CFD No. 19 I/A 2 will not be levied until the Agreement Conditions have been met.

(b) The boundaries of CFD No. 19 shall be as set forth on the "Proposed Boundary Map of Community Facilities District No. 19" attached as Exhibit B.

4. Project Mitigation and CFD No. 19.

(a) *Calculation and Levy of Special Taxes*. Provided the Property, or a portion thereof, has been released from the lien of the special taxes of CFD No. 17, CFD No. 19 shall calculate and levy the Special Taxes for CFD No. 19 I/A 2 on the released portion of the Property previously included within CFD No. 17 in accordance with the RMA, including,

without limitation, the “Annual Maximum Special Tax Developed Property” and, to the extent necessary, any “Annual Maximum Special Tax Undeveloped Property.”

(b) *Authorization and Issuance of Bonds.* CFD No. 19 I/A 2 shall be authorized to issue Bonds in the amount the District determines necessary to finance the acquisition or construction of School Facilities. For purposes of this Agreement, the term “Bonds” means any debt obligation of CFD No. 19 I/A 2, including without limitation, certificates of participation, notes, bonds, repayment agreements, lease obligations, installment purchase agreements or other forms of indebtedness, including, without limitation, indebtedness to the District. The District, in its discretion from time to time, may cause CFD No. 19 to authorize and issue Bonds, but only in accordance with sound municipal financing practices, applicable law, the RMA, and, except to the extent modified or waived by the District, the CFD Goals and Policies. The Parties intend that the Bonds shall have tax-exempt status and, therefore, the District shall take all actions reasonably necessary in order to achieve such tax-exempt status. To assist the District in sizing each proposed issuance of Bonds, each Developer, within thirty days of the District’s request, shall specify to the District: (i) the development that already has occurred within its portion of the Property within CFD No. 19 I/A 2; and (ii) a reasonable projection of the building permits to be issued for construction to occur within its portion of the Property within CFD No. 19 I/A 2 during the period ending two fiscal years after the fiscal year in which the Bonds will be issued (“Growth Projection”). Each Growth Projection shall indicate the number, type, size, and timing of the then-existing development and of the projected residential construction and other development to occur within the Project during the projection period. If, for any reason, a Developer does not provide a Growth Projection within thirty days of the District’s request, the District, in its discretion, may size the issuance of Bonds based on other information with respect to the Developer’s portion of the Property, including, without limitation: (i) the building permits issued for DUs within such portion of the Property during the preceding two calendar years; or (ii) the projected market absorption of residential units within such portion of the Property established by a market-absorption consultant selected and retained by the District.

(c) *Funding of School Facilities.* The District shall use the Special Taxes and proceeds of Bonds (collectively, “CFD Proceeds”) to provide funding for School Facilities and other authorized costs and expenses as described in the Agreement, the RMA and/or as authorized by applicable law. However, notwithstanding the foregoing or anything else, the District, at any time and from time to time, may pool or otherwise comingle the CFD Proceeds with funds generated by other community facilities districts of the District, with funds of the District, with funds provided through other sources, or some combination of the foregoing, for purposes of achieving efficient timing and financing of the construction and/or acquisition of any School Facilities required by the District. In such event, however, the District shall cause an approximately proportionate share of the comingled funds or the net construction funding resulting from an associated financing to be expended on the School Facilities needed to serve 7-12 students residing within CFD No. 19. Any Commercial/Industrial Development constructed within the Property shall pay Statutory School Fees and will not have Special Taxes levied on such development as long as such property is Commercial/Industrial Development.

5. Developer Deposit for CFD No. 19. Baldwin, Village II Town Center, LLC (“VTC”), and District previously entered into an agreement entitled “Deposit and Reimbursement

Agreement Between Sweetwater Union High School District, Baldwin & Sons, LLC and Village II Town Center, LLC” (“Deposit Agreement”). Pursuant to the Deposit Agreement, Baldwin and VTC have deposited with the District an initial deposit (“Initial Deposit”) of twenty-five thousand dollars (\$25,000.00) covering the development included within both Improvement Areas to fund the preparation of this Agreement and the formation of CFD No. 19, including CFD No. 19 I/A 2. At the District’s request, Baldwin has made an additional deposit (“Additional Deposit”) of seventy-five thousand dollars (\$75,000.00) for a total Deposit of one hundred thousand dollars (\$100,000.00). The District may request Additional Deposits up to the maximum amount set forth in the Deposit Agreement as are necessary to complete this Agreement and formation of CFD No. 19. The District has requested an additional deposit of twenty thousand dollars (\$20,000.00) and anticipates any further deposits will not exceed an additional twenty thousand dollars (\$20,000.00) for a total of forty thousand dollars (\$40,000.00). The Initial Deposit, the Additional Deposit, and any further deposits may be referred to herein collectively as the “Deposit.”

To the extent it covers such costs, the District will use the Deposit to pay legal, consultant, and other incidental costs incurred by the District in connection with the drafting, negotiation and execution of this Agreement, the formation of CFD No. 19, the authorization of the Special Taxes of CFD No. 19. To the extent the District does not use all of the Deposit for such purposes, the District will refund the remaining portion to Baldwin and VTC. To the extent the District uses the Deposit as described herein, the District will reimburse those funds related to CFD No. 19 to Baldwin and VTC, without interest and, to the extent legally permissible, from the proceeds of the first Bonds issued by CFD No. 19 after the Effective Date. The use and reimbursement or refund of the Deposit shall be governed by this Section 6 and the Deposit Agreement.

If Baldwin or VTC does not provide any such Additional Deposit within fifteen days of the District’s request, the District may direct its staff and consultants to cease all work associated with CFD No. 19 until such time as Baldwin or VTC provides the Additional Deposit requested by the District. If Baldwin or VTC unreasonably fails to provide any such Additional Deposit and, as a result, the District stops and restarts any actions or proceedings associated with CFD No. 19, or otherwise incurs additional costs or delays in connection with any such actions or proceedings, Baldwin or VTC, using their own funds, must pay or reimburse the District for such costs, which shall not be subject to reimbursement to Baldwin or VTC pursuant to this Agreement or otherwise.

6. Reimbursement of Deposits if CFD Not Formed. Consistent with Government Code Section 53314.9, the District shall provide for reimbursement of the Deposit to Baldwin and VTC in the “Resolution of Intention” and the “Resolution of Formation” for CFD No. 19. If, for whatever reason, the District does not form CFD No. 19 due to District’s refusal to do so and not based on any actions of the Developers, then: (i) within fifteen days after terminating such efforts, the District shall refund to Baldwin and VTC the portion of the Deposit remaining, if any, after deducting amounts for costs incurred by the District to such date and for costs that the District is committed to pay, but which have not yet been paid; and (ii) consistent with Government Code Section 53314.9, the portion of the Deposit that has or will be expended as provided herein shall not constitute a debt or liability of the District, and the District shall in no event be responsible for reimbursing such funds to Baldwin and VTC. In no event shall any

member of the District's Board of Trustees or other officer, employee, or agent of the District be personally liable for reimbursement of the Deposit.

7. Certificates of Compliance.

(a) *Prior to Satisfaction of Agreement Conditions.* With respect to construction that any of the Developers desire to undertake within proposed CFD No. 19 I/A 2 prior to satisfaction of all Agreement Conditions, the Developer may obtain from the District a written certification of the Developer's compliance with the mitigation requirements applicable to such construction (each a "Certificate of Compliance") as provided in the CFD No. 17 Mitigation Agreement with respect to property subject to the CFD No. 17 Mitigation Agreement.

(b) *After Satisfaction of Agreement Conditions.* Notwithstanding anything in this Agreement or applicable law to the contrary, after satisfaction of all Agreement Conditions, the District shall issue Certificates of Compliance upon request of a Developer.

8. Prepayments of Special Taxes. After all Agreement Conditions have been satisfied, and with respect to property within CFD No. 19 I/A 2 owned by the Developers or their successor(s), CFD No. 19 I/A 2 shall calculate and levy Special Taxes as provided in the RMA. However, any Developer and/or any such successor(s) may elect to prepay and discharge the obligation to pay Special Taxes, in full or in part, as provided in the RMA.

9. Disclosures Pursuant to Rule 15c2-12. Each Developer shall at all times and at its own expense cooperate with the District, CFD No. 19, and any underwriter of any series of Bonds in complying with Rule 15c2-12 of the Securities and Exchange Commission in connection with the issuance and sale of Bonds, so long as the Developer is an "obligated person" in accordance with Rule 15c2-12. Each Developer also shall at all times and at its own expense cooperate with the District and CFD No. 19 (including, without limitation, providing any and all necessary information) to ensure compliance with any and all applicable laws, regulations or other governmental requirements, existing as of the Effective Date or thereafter promulgated, that establish disclosure or reporting requirements in connection with any Special Taxes levied, any Bonds issued, or any action by the District, pursuant to this Agreement, including, without limitation, Government Code Sections 50075.1 *et seq.* and 53410 *et seq.* The provisions of this Section shall be binding on the Developers' assignees and other successors in interest with respect to Property.

10. Disclosure of Special Taxes and Indemnification. Each Developer shall comply with all applicable legal requirements for disclosure from the Developer to private, individual homebuyers and other parties purchasing any property within CFD No. 19 I/A 2 from the Developer regarding CFD No. 19 I/A 2 and the Special Taxes. Each Developer shall provide any and all disclosures required pursuant to any provision of the Mello-Roos Act or other applicable law to be made from the Developer to prospective or actual purchasers of lots or parcels within CFD No. 19 I/A 2 as to the existence of, terms and conditions of, and/or payments required in connection with, CFD No. 19 and/or the Special Taxes levied or to be levied therein. Each Developer shall provide such disclosures to prospective or actual purchasers not later than the time required by applicable law, which may include, but is not limited to, Government Code

Section 53341.5. Each Developer shall indemnify, defend and hold-harmless the District and CFD No. 19 against and from any and all claims, demands, actions, liabilities, costs and expenses (including, but not limited to, legal fees, costs and expenses) related to the provision by the Developer of any such disclosure, the sufficiency of any such disclosure, or the failure of the Developer to provide such disclosure to parties purchasing from the Developer any property within CFD No. 19, and such obligations shall survive termination of this Agreement.

In addition to being responsible pursuant to any other provision of this Agreement, each Developer's successors and assigns with respect to any portion of the Property, including, without limitation, any "Merchant Builders," shall assume the disclosure, indemnification and other obligations set forth herein. In the agreements pursuant to which it sells any portion of the Property to any Merchant Builders, or in separate agreements, each Developer must require that each Merchant Builder similarly comply with all such applicable legal requirements and that, with respect to the portion of the Property sold to a Merchant Builder, the Merchant Builder unconditionally assume such disclosure, indemnification and other obligations. No such assumption by a Merchant Builder or other party shall be deemed or construed to release the Developer from its obligations pursuant to this Section unless the Developer provides to the District a copy of the written assumption by the other party and the District consents to release of the Developer from such obligations, which consent the District shall not unreasonably deny, delay or condition. Factors to be considered by the District in regard to release of the Developer in any particular case shall include, without limitation, the financial status, size and development experience (including with CFDs), of such other party.

11. SB 165 Disclosure. The Parties recognize that California SB 165, Chapter 535 of the Statutes of 2000, effective on January 1, 2001, provides disclosure and reporting requirements for any local bond measure that is subject to voter approval and which would provide for the sale of the Bonds by a local agency. The Developers agree to fully and completely cooperate with District and CFD No. 19 in meeting the requirements of SB 165.

12. Additional Agreements.

(a) *District Agreements*. In addition to the other agreements of the District set forth in this Agreement, and subject to performance by the Developer of its obligations pursuant to this Agreement, the District agrees as follows with respect to each Developer:

- (i) The execution of this Agreement by the Developer and performance of its obligations pursuant to this Agreement shall be deemed and construed to constitute full satisfaction by the Developer of its obligation to mitigate the impact on the District's School Facilities resulting from development of the Project;
- (ii) The District shall issue Certificates of Compliance as provided in Part 7 herein and, after CFD No. 19 has been formed and the Agreement Conditions satisfied, upon request of a Developer with respect to parcels within CFD No. 19 owned by such Developer;

- (iii) Upon request of a Developer following formation of CFD No. 19 and satisfaction of the Agreement Conditions, the District shall execute and provide to the City a "Confirmation of Mitigation Agreement" substantially in the form attached as Exhibit "D" hereto;
- (iv) Except as provided by this Agreement, the District shall refrain from seeking any form of mitigation with respect to impacts resulting from development of the Project, including, but not limited to, the payment of money, the dedication of land, or the application of an assessment, tax or requirement of any nature against any landowner or any property within the Project, whether or not such mitigation is permitted by present or future State law, rulings, regulations, or court decisions if the proceeds of such assessment, tax or requirement will be used to finance or fund, directly or indirectly, any School Facilities;
- (v) The District shall refrain from requesting or requiring that the City or any other governmental entity exercise, and to the extent permitted by law, shall not cooperate with the City or other governmental entity in the exercise of, the power under Title 7, Division 1, Chapter 4.7 of the California Government Code (commencing with Section 65970) or any other provision of applicable law, to require the dedication of land, the payment of fees in lieu thereof, or both for school facilities other than those provided for herein, as a condition of development of the Project;
- (vi) Within a reasonable time following any request by a Developer, the District shall take any such actions and shall execute and deliver such documents as reasonably may be necessary, legal and appropriate in order to accomplish the purposes and intent of this Agreement; and
- (vii) Promptly upon satisfaction of the Agreement Conditions, the District shall record a cancellation of special tax lien for such portion of the Property within CFD No. 17, in a form reasonably acceptable to the Developers, with respect to the special taxes of CFD No. 17, but only as applicable to that portion of the Property within CFD No. 17.

(b) *Developers Agreements.* In addition to the other agreements of the Developers set forth in this Agreement, and subject to performance by the District of its obligations pursuant to this Agreement, each Developer agrees as follows:

- (i) Each Developer shall from time to time make reasonable efforts, upon request of the District, to assist the District with formation of CFD No. 19, authorization of the Special Taxes and/or issuance of the Bonds for CFD No. 19 I/A 2, consistent with the District's request;
- (ii) To the extent the District is unable to form CFD No. 19, authorize the Special Taxes or issue Bonds for CFD No. 19 I/A 2 for any reason that is

in whole or in part caused by or due to any of the Developers, and the total Deposit provided by Developers is insufficient to pay all of the costs reasonably incurred by the District in connection with this Agreement or the District's efforts to form CFD No. 19 and authorize the Special Taxes, Developers, within thirty days of request by the District, shall pay to the District the remaining balance of such costs;

- (iii) Except as provided in this Agreement, neither the Developers nor any of their successors shall close escrow on any constructed residential unit within CFD No. 19 until CFD No. 19 has been formed; and
- (iv) Within a reasonable time following any request by the District, each Developer shall take any such actions and shall execute and deliver such documents as reasonably may be necessary, legal and appropriate in order to accomplish the purposes and intent of this Agreement.

13. Attorneys' Fees. In connection with any dispute and any arbitration, litigation or other proceeding arising from this Agreement, each Party shall be responsible for payment of its own attorneys' fees and other legal costs.

14. Notices. Any and all demands and other notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Section. Each Notice must be sent via: (i) personal delivery (signature of recipient on delivery receipt required); (ii) registered or certified United States mail (postage prepaid and signature of recipient on return receipt required); or (iii) FedEx, U.P.S. or other reliable, private delivery service (signature of recipient on electronic or other delivery receipt required).

All notices, demands and communications between the Parties shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, Federal Express or other reliable private express delivery, or by facsimile transmission. Such notices, demands or communications shall be deemed received upon delivery if personally served or sent by facsimile or after three (3) business days if given by other approved means as specified above. A copy of any Notice sent to a Party must be sent to that Party's legal counsel at the address set forth below. A Party may change its address or contact information by giving notice in accordance with this Section. If any such information applicable to a Party changes, and the Party does not give notice of such change, any subsequent Notices addressed and delivered to that Party using the obsolete contact information shall be deemed and construed to have been given or served, regardless of whether "actual receipt" has occurred. As applicable, Notices must be addressed as follows:

To the District:

Sweetwater Union High School District
Attn: Assistant Superintendent of
Facilities and Operation
1130 Fifth Avenue
Chula Vista, CA 91911

To District Legal Counsel:

Bowie, Arneson, Wiles & Giannone
Attn: Wendy H. Wiles
4920 Campus Drive
Newport Beach, CA 92660

To Cornerstone:

Presidio Cornerstone Aventure 100,
LLC
Attn: Michael Sabourin
4365 Executive Drive, Suite 600
San Diego, CA 92121

To Baldwin Entities:

Baldwin & Sons, LLC; Cantamar SR V2
R23, LLC; Lovina, LLC; Monte Villa V2
R19B, LLC; Montecito Village, LLC;
Signature SR V2 R20, LLC; SunRanch
Capital Partners, LLC; Tosara SR R24,
LLC; V2 Commercial, LLC; Village II of
Otay GP, LLC; Village II of Otay HB
Sub, GP; and Village II of Otay, LP
Attn: Nick Lee
610 West Ash Street, Suite 1500
San Diego, CA 92101

To HomeFed Village 2 West, LLC:

1903 Wright Place, Suite 220
Carlsbad, CA 92008-6258
Attn: Kent Aden, Vice President, Senior
Project Manager

To Baldwin and HomeFed's Legal
Counsel:

O'Neil LLP
Attn: John P. Yeager
19900 MacArthur Blvd., Suite 1050
Irvine, CA 92612

15. State Funding and GO Bond Proceeds. In the event that School District receives funds from the State of California to house existing and/or projected students generated from existing and/or future residential units constructed in the Project, Developer, the Merchant Builders and their successors or assigns, shall not be entitled to any refund or reduction in Special Taxes or Statutory School Fees provided for herein as a result of such State Funds. Similarly, there shall be no reimbursement or reduction of the Special Taxes or Statutory School Fees provided for herein as to existing or future general obligation bonds of the School District or a school facilities improvement district ("SFID") of the School District.

16. Term of Agreement. The term of this Agreement shall commence as of the Effective Date and shall expire on the date as of which all real property within CFD No. 19 I/A 2 that may be developed and/or is entitled for development has been developed and sold to a purchaser of a completed DU constructed and sold within the Project (each a "Homeowner"), sold to a Commercial Owner, or retained by a Commercial Owner. For purposes of this Agreement, the term "Commercial Owner" means any individual or entity that has purchased a completed commercial or industrial or other non-residential facility or property constructed or located within the boundaries of CFD No. 19 for end-use purposes, or the Developers (or any of their successors) who retain ownership of such facility or property for end-use purposes.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the matters addressed herein, and all prior and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

18. Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

19. Interpretation Guides. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Part, Section, Subsection, or other provision herein. Except as expressly provided in this Agreement in any particular case, each reference in this Agreement to a specific number of days shall be construed to mean consecutive calendar days, not business days. As used in this Agreement, “must” and “shall” shall be construed to establish a mandatory (not discretionary) requirement, and “may” shall be construed to establish a discretionary (not mandatory) requirement.

20. Time is of the Essence. Time is of the essence with respect to this Agreement and each provision herein, and any failure of a Party to timely perform or satisfy its obligations pursuant to this Agreement shall be deemed to constitute a breach by such Party of its obligations pursuant to this Agreement.

21. Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement.

22. Survival of Representations and Warranties. The representations and warranties of each Party set forth in this Agreement, if any, shall survive the termination of this Agreement.

23. Modifications of Agreement. This Agreement may be amended or otherwise modified only by means written instrument that has been duly-approved, signed and delivered by all Parties.

24. Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor

any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

25. Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with California law, notwithstanding any choice-of-law or other provision in any federal or state law; provided that issues regarding the tax-exempt status of the Bonds shall be interpreted in accordance with applicable federal law. Each arbitration, mediation, action or other proceeding arising out of, or connected with, this Agreement shall be initiated and conducted only in the County of San Diego, California.

26. Correct Legal Requirements Deemed Included. Each and every provision required by applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Party, the Parties shall amend this Agreement to include or incorporate, or to correctly include or incorporate, such provision.

27. Severability. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement. Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be applied, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

28. Successors and Assigns. A Developer may not assign this Agreement or any of its rights pursuant to this Agreement, except that the Developer may assign some or all of its rights pursuant to this Agreement to any person or entity that is a real-property developer and that assumes in writing all executory obligations of the Developer associated with the assigned rights (a "Permitted Assignment"). Prior to making any Permitted Assignment, the Developer must obtain the District's approval of the form of the written assignment, which approval the District shall not unreasonably deny, delay or condition. The form of written assignment may include a release of the Developer from the obligations associated with the assigned rights. Subject to the foregoing, the District's consent for a Permitted Assignment to any particular person or entity shall not be required, but no such assignment shall be valid or binding on the District unless and until the Developer provides a copy of the written assignment to the District. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

29. Special Taxes Contractually Obligated for Financing of School Facilities.

(a) The Parties, including their successors, agree this Agreement is a contractual obligation between and among the District, CFD No. 19, and the Developers for the funding of the School Facilities to be owned by the District through the levy of Special Taxes and the issuances of Bonds by CFD No. 19. The funding of such School Facilities to the extent herein provided is a contractual obligation of the Parties enabling, in part, the Developers to provide for the School Facilities needs of the District so that the Developers may obtain Certificates of Compliance to complete the Project. The levy of Special Taxes on a DU is an integrated contractual obligation to fund and finance respectively the herein described amount for School Facilities required by this obligation. The Parties have agreed, and do further agree, that: (i) any reduction or repeal of the Special Taxes authorized to be levied on parcels in CFD No. 19 would impair such contractual obligations; and (ii) that on the basis of the request of the Developers, the owner of 100% of the Property and upon the consent of the Developers hereto as the “Qualified Electors,” the formation proceedings, Special Taxes, and Bonds of CFD No. 19 are authorized and consistent with the provisions of Section XIII A and XIII C of the California Constitution.

(b) If the Special Taxes of CFD No. 19 are repealed pursuant to Article XIII C of the California Constitution prior to the issuance of Bonds, then as a condition for receiving any Certificate of Compliance for a DU that is requested subsequent to the date the special taxes are repealed, each Developer shall be required to make payments to the District in an amount equal to the applicable Statutory School Fees for each such Certificate of Compliance requested by the Developer at the time that each such Certificate of Compliance is requested.

30. No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party. Notwithstanding anything to the contrary, this Agreement shall not be binding or inure to the benefit of any Homeowner or any Commercial/Industrial Owner, and no Homeowner or Commercial/Industrial Owner, in that capacity, shall be deemed or construed to be an assignee or other successor in interest to the Developer with respect to this Agreement.

31. Counterparts. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one and the same original instrument. Signature pages may be detached from counterparts and inserted into other counterparts to physically create one or more copies of this Agreement containing the original signatures of both Parties’ representatives.

(The remainder of this page intentionally left blank.)

32. Due Authority. Each Party hereby represents and warrants that it has all power and authority necessary to execute, deliver, and perform this Agreement. Each person that has signed this Agreement on behalf of a Party thereby represents and warrants that he or she has been duly authorized by appropriate action of such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have executed this Agreement, as evidenced by the signatures below of their respective duly-authorized representatives.

Sweetwater Union High School District

By: _____
Karen Michel, Chief Financial Officer

Approved as to Form

By: Bowie, Arneson, Wiles & Giannone,
Attorneys for the Sweetwater Union
High School District

By: _____
Wendy H. Wiles, Legal Counsel

Baldwin & Sons, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

Cantamar SR V2 R23, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

HomeFed Village 2 West, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Lovina, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

Presidio Cornerstone Aventine 100, LLC,

By: _____
Print Name: _____
Title: _____

Monte Villa V2 R19B, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

Signature SR V2 R20, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

Montecito Village, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

SunRanch Capital Partners, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Tosara SR R24, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

Village II of Otay GP, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Village II of Otay HB Sub, GP, a California general partnership

By: Village II of Otay GP, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Village II of Otay LP, a Delaware limited partnership

By: Village II of Otay GP, LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

V2 Commercial, LLC, a California limited liability company

By: _____
Print Name: _____
Title: _____

EXHIBIT “A”

ASSESSOR PARCEL NUMBERS OF PROPERTY

The Property consists of the following San Diego County Assessor Parcel Numbers:

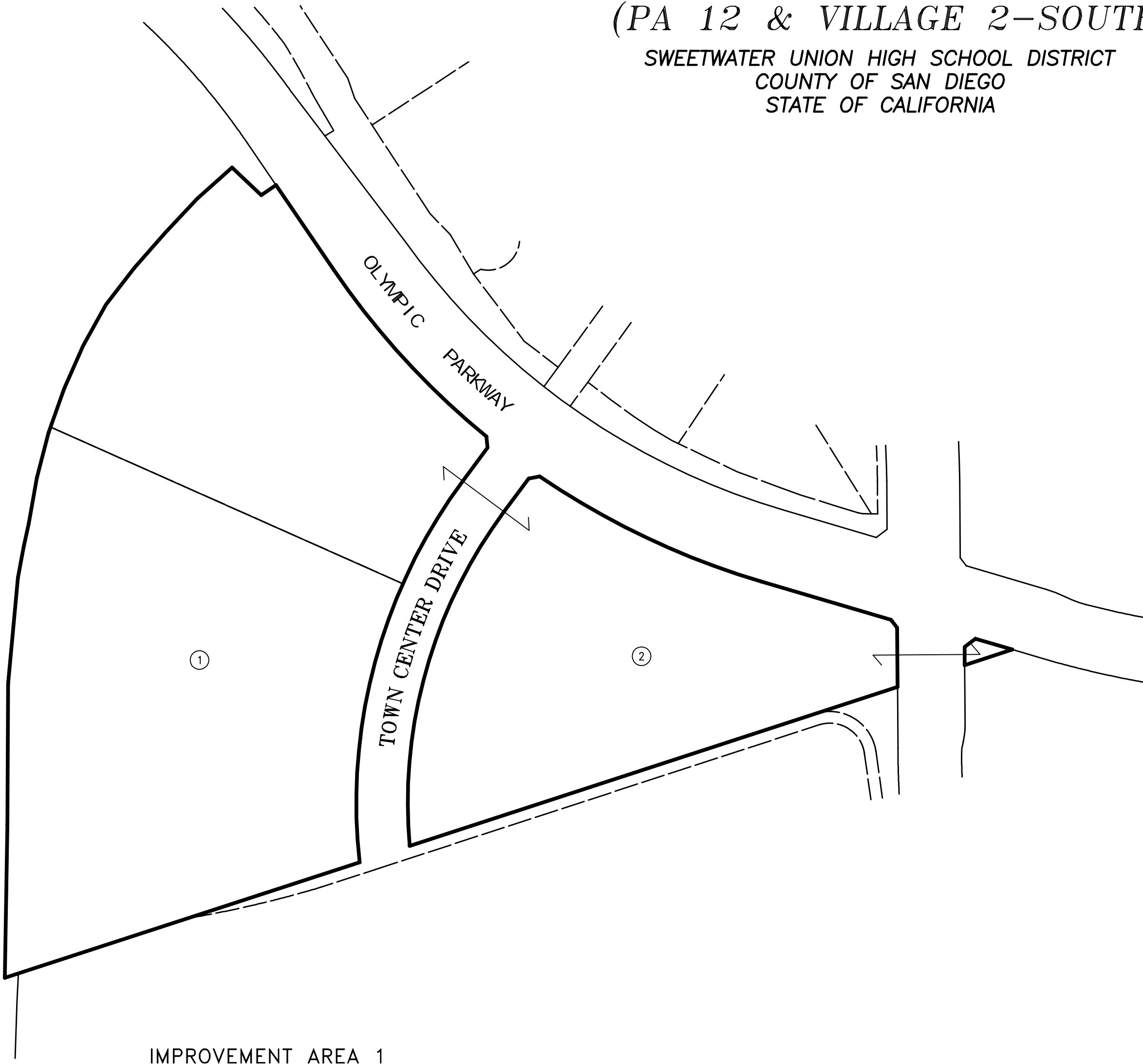
(a)	644-310-05-00		00
(b)	644-310-06-00	(w)	644-315-01-00 through 644-315-68-00
(c)	644-310-09-00		00
(d)	644-311-02-00	(x)	644-313-38-00
(e)	644-312-01-00	(y)	644-313-39-00
(f)	644-312-02-00	(z)	644-313-40-00
(g)	644-312-03-00	(aa)	644-313-63-00
(h)	644-312-04-00	(bb)	644-313-43-00
(i)	644-313-64-00	(cc)	644-313-44-00
(j)	644-313-05-00	(dd)	644-313-45-00
(k)	644-313-15-00	(ee)	644-313-46-00
(l)	614-318-01-00 through 644-318-27-00	(ff)	644-313-47-00
		(gg)	644-313-48-00
(m)	644-317-01-00 through 644-317-83-00	(hh)	644-313-49-00
		(ii)	644-313-50-00
(n)	644-313-26-00	(jj)	644-313-51-00
(o)	644-313-27-00	(kk)	644-313-52-00
(p)	644-313-28-00	(ll)	644-313-53-00
(q)	644-313-29-00	(mm)	644-313-54-00
(r)	644-313-30-00	(nn)	644-313-56-00
(s)	644-313-31-00	(oo)	644-313-57-00
(t)	644-313-32-00	(pp)	644-313-59-00
(u)	644-313-33-00	(qq)	644-313-60-00
(v)	644-316-01-00 through 644-316-43-00	(rr)	644-340-23-00

EXHIBIT “B”

PROPOSED CFD NO. 19 BOUNDARY MAP

PROPOSED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 19
(PA 12 & VILLAGE 2-SOUTH)

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



BOARD OF TRUSTEES CERTIFICATE

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF TRUSTEES OF THE
SWEETWATER UNION HIGH SCHOOL DISTRICT THIS ____ DAY OF _____, 20____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

BOARD OF TRUSTEES APPROVAL

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY
FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL
DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY
THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT
AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF
_____, 20____, BY ITS RESOLUTION NO. _____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
1	1	643-051-56-00
2	1	643-020-88-00
3	2	644-312-01-00
4	2	644-312-02-00
5	2	644-312-03-00
6	2	644-312-04-00
7	2	644-311-02-00
8	2	644-313-46-00
9	2	644-313-47-00
10	2	644-313-48-00
11	2	644-310-09-00
12	2	644-310-06-00
13	2	644-340-23-00
14	2	644-313-52-00
15	2	644-313-53-00
16	2	644-313-04-00
17	2	644-313-05-00
18	2	644-313-30-00
19	2	644-313-29-00
20	2	644-313-31-00
21	2	644-313-32-00
22	2	644-313-49-00
23	2	644-313-45-00
24	2	644-310-05-00
25	2	644-313-34-00

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
26	2	644-313-33-00
27	2	644-313-28-00
28	2	644-313-27-00
29	2	644-313-26-00
30	2	644-313-50-00
31	2	644-313-51-00
32	2	644-313-54-00
33	2	644-313-55-00
34	2	644-313-36-00
35	2	644-313-60-00
36	2	644-313-61-00
37	2	644-313-43-00
38	2	644-313-44-00
39	2	644-313-59-00
40	2	644-313-35-00
41	2	644-313-41-00
42	2	644-313-38-00
43	2	644-313-58-00
44	2	644-313-57-00
45	2	644-313-39-00
46	2	644-313-56-00
47	2	644-313-37-00
48	2	644-313-40-00
49	2	644-313-24-00
50	2	644-313-42-00
51	2	644-313-25-00
52	2	644-313-23-00
53	2	644-313-15-00



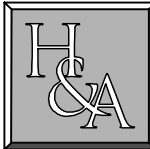
① SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
COMMUNITY FACILITIES DISTRICT BOUNDARY

200 0 200 400 600
SCALE 1"= 200'

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT
THE HOUR OF _____ O'CLOCK, ____M. AS DOCUMENT NO. _____
IN BOOK _____ OF MAPS OF ASSESSMENTS
AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF
THE COUNTY RECORDING IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNEST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



HUNSAKER & ASSOCIATES SAN DIEGO, INC.
PLANNING - ENGINEERING - SURVEYING
9707 MAPLES STREET - SAN DIEGO, CA 92121
(858) 558-4500 - FAX (858) 558-1414
R:\1240\Map\Exhibits\EX PA 12 & Vill 2 South CFD Exhibit 18X26 SHT 01.dwg[Feb-28-2017:14:40]

NOTE: FOR PARTICULARS OF LINES AND
DIMENSIONS OF ASSESSOR'S PARCELS,
REFERENCE IS MADE TO THE SAN DIEGO
COUNTY ASSESSOR'S PARCEL MAPS.

SHEET 1 OF 2
DATE FEBRUARY 2017
JOB NO. CFD____-____

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

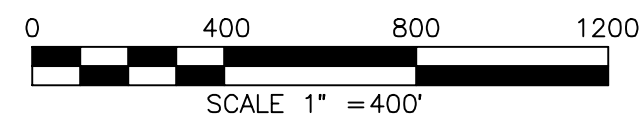


EXHIBIT “C”
PROPOSED RATE AND METHOD OF APPORTIONMENT FOR
IMPROVEMENT AREA NO. 2 OF CFD NO. 19

**RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 19
IMPROVEMENT AREA 2
(Portion of Village 2)
SWEETWATER UNION HIGH SCHOOL DISTRICT**

This Rate and Method of Apportionment of Special Tax sets forth the Special Tax applicable to each Assessor's Parcel within Community Facilities District No. 19 Improvement Area 2 ("CFD No. 19 IA-2") of the Sweetwater Union High School District ("School District") to be apportioned, levied and collected according to the Special Tax liability determined by the Board of Trustees of the School District, acting as the Legislative Body of the CFD No. 19 IA-2. The applicable Annual Maximum Special Tax shall be determined pursuant to the application of the appropriate amount or rate for Developed Property and Undeveloped Property, as described below. All Developed Property and Undeveloped Property within the CFD No. 19 IA-2, unless exempted by law or the provisions of Section V below, shall be subject to the applicable Annual Maximum Special Tax levied and collected to the extent and in the manner hereinafter provided in each Fiscal Year.

I. DEFINITIONS:

"Acre(s)" applies only to Undeveloped Property and means the acreage of an Assessor's Parcel as set forth on the latest San Diego County assessor's map if such acreage is shown thereon. If such acreage is not shown on such map, the acreage shall be the acreage information shown upon any recorded subdivision map, parcel map, record of survey, or other recorded document describing the property. If none of the above information is available, the determination of the acreage shall be made by the School District.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

"Administrative Expense" means any cost incurred by the School District on behalf of the CFD No. 19 IA-2 related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, the administration of the Bonds of the CFD No. 19 IA-2, and any other costs incurred in order to carry out the authorized purposes of the CFD No. 19 IA-2.

"Age-Restricted Unit" means a residential dwelling unit restricted for the use consistent with the provisions of Section 65995.1 of the Government Code or subsequent successor statutory provisions.

“Annual Maximum Special Tax” means the maximum Special Tax that may be levied in each Fiscal Year pursuant to Sections III. and IV. on each Assessor’s Parcel classified as Developed Property for a period not to exceed 35 years from the beginning of the Initial Fiscal Year, and on each Assessor’s Parcel classified as Undeveloped Property for a period not to exceed the term of any Bonds which may be secured by such Undeveloped Property.

“Annual Special Tax Requirement” means the amount required in any Fiscal Year to pay for: i) the debt service on all outstanding Bonds, ii) a sinking fund for the acquisition, construction, equipment and finance costs of future Facilities, iii) Administrative Expense, iv) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and v) any other payments permitted by law.

“Assessor’s Parcel” means a parcel of land as designated on a map of the San Diego County Assessor and which has been assigned a discrete identifying parcel number.

“Board” means the Board of Trustees of the Sweetwater Union High School District.

“Bonds” means the bonds or other debt obligations (as defined in Section 53317(d) of the Act), including, but not limited to certificates of participation or leases, of the CFD No. 19 IA-2 issued and sold to finance the Facilities.

“Boundary Map” means the boundary map of CFD No. 19 IA-2.

“Commercial/Industrial/Other Property” means property zoned for commercial/ industrial use or any other uses, other than uses associated with a Residential Dwelling Unit or an Age-Restricted Unit.

“Cost Index” means the applicable building cost index for the City of Los Angeles as set forth in the Engineering News Record, McGraw-Hill Construction Weekly, or if not available, the School District shall determine a suitable replacement. However, that with respect to the portion of the Special Taxes relating to the land component, the term “Cost Index” shall mean four percent (4%) per year or the Cost Index which ever is greater, as described in Section III.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit was issued to permit the construction of a Residential Dwelling Unit or Age-Restricted Unit on or before June 30 of the preceding Fiscal Year.

“Facilities” means the school facilities designated in the CFD No. 19 IA-2 Special Tax Report approved by the Board.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“House Square Footage” means the assessable area of improvement exclusive of garage area or carport area of a Residential Dwelling Unit or Age Restricted Unit as shown on the most recent building permit issued for such dwelling unit.

"Initial Fiscal Year" applies only to Developed Property and means the first Fiscal Year in which the Annual Maximum Special Tax will be apportioned and levied on an Assessor's Parcel of Developed Property.

"Land Use Category" means the classification of a Residential Dwelling Unit or Age-Restricted Unit based on the applicable definitions in Section I.

"Proportionately" means for Undeveloped Property that the ratio of the actual Special Tax levy per Acre to the Annual Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property within CFD No. 19 IA-2.

"Residential Dwelling Unit" means any residential dwelling unit, except for an Age-Restricted Unit, constructed or to be constructed for habitable living purposes.

"Special Tax" means the amount of special taxes to be levied on Developed Property and Undeveloped Property in any Fiscal Year, as determined pursuant to Section IV. below.

"Taxable Property" means all Assessor's Parcels within the CFD No. 19 IA-2 which are not exempt from the levy of Special Tax pursuant to Section V below.

"Undeveloped Property" means all Taxable Property that is not classified as Developed Property.

II. ASSIGNMENT TO LAND USE CATEGORIES:

On July 1 of each Fiscal Year, beginning on July 1, 2017, each Assessor's Parcel shall be categorized as Developed Property or Undeveloped Property. Developed Property shall be assigned to a Land Use Category as provided for in Table 1 below.

III. ANNUAL MAXIMUM SPECIAL TAX:

A. Developed Property

The Annual Maximum Special Tax for any Assessor's Parcel classified as Developed Property shall be determined by reference to Table 1 for the 2016/17 Fiscal Year, and the paragraphs that follow Table 1.

Table 1
Annual Maximum Special Tax Developed Property
for Fiscal Year 2016/17

<u>Land Use Category</u>	<u>Land Use Designation</u>	Tax Zone 2		
		<u>Annual Maximum Special Tax:</u> <u>Land</u>	<u>Annual Maximum Special Tax:</u> <u>Other</u>	<u>Annual Maximum Special Tax:</u> <u>Total</u>
LUC 1	Residential Dwelling Unit	\$0.2376 per House Square Foot	\$0.3151 per House Square Foot	\$0.5527 per House Square Foot
LUC 2	Age-Restricted Dwelling Unit	\$0.0396 per House Square Foot	\$0.0525 per House Square Foot	\$0.0921 per House Square Foot

In determining the Annual Maximum Special Tax applicable to a Residential Dwelling Unit or Age Restricted Dwelling Unit of Developed Property in its Initial Fiscal Year, the Annual Maximum Special Tax for each Land Use Category in Table 1 shall be increased in the 2017/18 Fiscal Year, and each Fiscal Year thereafter, by the greater of:

- i) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) two (2) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as "Other" in Table 1 above, and
- ii) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) four (4) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as "Land" in Table 1 above.

In each Fiscal Year following the Initial Fiscal Year on a Residential Dwelling Unit or Age Restricted Dwelling Unit of Developed Property, the Annual Maximum Special Tax applicable to that parcel shall be determined by increasing the prior year total Annual Maximum Special Tax by two (2) percent per Fiscal Year.

B. Undeveloped Property

The School District may levy a Special Tax on Undeveloped Property based on the criteria described in Sections IV. The Annual Maximum Special Tax for an Assessor's Parcel classified as Undeveloped Property for the Fiscal Year 2016/17 is shown in Table 2 below per Acre. In determining the Annual Maximum Special Tax per Acre for an Assessor's Parcel classified as Undeveloped Property for the 2017/18 Fiscal Year, and each Fiscal Year

thereafter, the Annual Maximum Special Tax per Acre shall be increased by the greater of:

- i) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) two (2) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as "Other" in Table 2, and
- ii) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) four (4) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as "Land" in Table 2 below.

Table 2
Annual Maximum Special Tax Undeveloped Property
for Fiscal Year 2016/17

<u>Land Use</u> <u>Designation</u>	<u>Annual Maximum</u> <u>Special Tax:</u> <u>Land</u>	<u>Annual Maximum</u> <u>Special Tax:</u> <u>Other</u>	<u>Annual Maximum</u> <u>Special Tax:</u> <u>Total</u>
Undeveloped	\$5,895.77 per Acre	\$7,819.32 per Acre	\$13,715.09 per Acre

IV. METHOD OF APPORTIONMENT OF THE SPECIAL TAX:

Commencing in Fiscal Year 2017/18, and each Fiscal Year thereafter, the Board shall levy the Special Tax in the following order of priority:

First: The Special Tax shall be levied on all Developed Property within CFD No. 19 IA-2 at a rate of 100% of the Annual Maximum Special Tax.

Second: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on all Undeveloped Property within CFD No. 19 IA-2, at a rate up to 100% of the Annual Maximum Special Tax Undeveloped Property.

V. EXEMPTIONS:

The Board shall not levy a Special Tax on:

- A. Assessor's Parcels of property existing at the time of the establishment of the CFD No. 19 IA-2 which will be conveyed, dedicated, or irrevocably offered for

dedication to a public agency, including property owned by a public agency which is in public use; property which is utilized for public utility purposes and not occupied on a regular basis by employees of the utility; property irrevocably dedicated to a public agency for public use ("Public Property");

- B. property owned by a church and utilized for church purposes ("Church Property");
- C. Property owned by a homeowner's association ("HOA Property");
- D. Property which is zoned for open space ("OS Property");
- E. Property used as a golf course other than clubhouse facilities ("Golf Property"); and
- F. Property which has no intrinsic value upon foreclosure, such as sliver parcels at entries and perimeter landscape parcels ("Landscape Property"),
- G. Assessor's Parcels of Commercial/Industrial/Other Property, although the commercial/industrial/other portion of the property is subject to applicable statutory fees ("Commercial Property") and any Developed Property portion of the property is not exempt, and
- H. Assessor's Parcels for which the Annual Maximum Special Tax has been fully discharged, as determined pursuant to Section VI.

Tax exempt status will be irrevocably assigned in the chronological order in which property becomes Public Property, Church Property, HOA Property OS Property, Golf Property, Landscape Property and Commercial Property provided however, that no such classification shall reduce the sum of all Taxable Property to less than 141 Acres for the property within CFD No. 19 IA-2 at the time of formation.

Property that is not exempt from Special Taxes under this section shall be required to prepay the Special Tax in full at the then applicable rate per acre for Undeveloped Property pursuant to Section VI. In the event the prepayment is not made pursuant to the preceding sentence; the Assessor parcels will be subject to taxation as Undeveloped Property.

VI. PREPAYMENT OF THE ANNUAL MAXIMUM SPECIAL TAX:

Any owner of property or land within CFD No. 19 IA-2 may fully discharge the Annual Maximum Special Tax obligation for Developed Property applicable to such property or land in full as provided for in Section A below, or in part as provided for in Section B below, by making a cash payment as follows:

A. Calculation of Full Prepayment

At the time of, or subsequent to the issuance of a building permit for a Residential Dwelling Unit or Age-Restricted Unit, the owner may discharge the Annual Maximum Special Tax Developed Property in full by making a cash payment to CFD No. 19 IA-2. The prepayment formula is defined as follows:

$$\text{Prepayment Formula: } P = PVT + F + RP$$

The variables are described as: P - the prepayment amount, PVT - the present value of all future Annual Maximum Special Taxes, F - prepayment fees, and RP - redemption premium on the Bonds, if applicable.

The PVT or present value of all future Annual Maximum Special Taxes means the present value of the Annual Maximum Special Tax Developed Property applicable to the subject Residential Dwelling Unit or Age-Restricted Unit including future increases to the Annual Maximum Special Tax (Section III.A) in each remaining Fiscal Year subsequent to the Fiscal Year in which the calculation is made. The discount rate used to calculate the prepayment amount is dependent on the timing of the request for prepayment. Prior to or at the issuance of the building permit, the discount rate is equal to 7.05814%. After the issuance of the building permit, the discount rate used to calculate the Present Value of Taxes shall: (i) prior to issuance of Bonds, be equal to six and one-half percent (6.5%); and (ii) after issuance of Bonds, be equal to the lesser of (a) the Bond Yield and (b) six and one-half percent (6.5%). The remaining term for which the Special Tax may be levied is calculated by subtracting the number of years, including the present Fiscal Year, to which the Residential Dwelling Unit or Age-Restricted Unit has been subject to the Annual Maximum Special Tax Developed Property from thirty-five (35).

Prepayment fees or F means the fees of the School District, the fiscal agent and any consultants retained by the School District in connection with the prepayment calculations and redemption of the Bonds.

Redemption premium on the Bonds or RP means a prepayment premium as set forth in the Bond indenture for a mandatory redemption of the Bonds from prepayment, if required, as of the prepayment date and includes, if applicable, the amount needed to pay interest on the redemption amount until the earliest available redemption date.

In addition, any property owner prepaying his or her Annual Special Tax Developed Property must also pay the present Fiscal Year levy and all delinquent special taxes, interest and penalties owing on the parcel on which prepayment is being made, if any, directly to the County of San Diego prior to a cancellation of the Special Tax lien being recorded.

B. Calculation of the Partial Prepayment

After the issuance of a building permit, or subsequent to but prior to first occupancy, the owner may alternatively discharge a portion of the Annual Maximum Special Tax Developed Property in part by making a cash payment to CFD No. 19 IA-2 which shall be determined by multiplying the result of the calculation of the PVT described in Section VI (A) for prepayment which occur before the issuance of a building permit above by the owner's desired prepayment percentage. All other elements of the prepayment formula

(prepayment fees, "F", and redemption premium, "RP") remain and are added to determine the partial prepayment amount total. The Annual Maximum Special Tax applicable to a Residential Dwelling Unit or Age-Restricted Unit utilizing a prepayment percentage less than 100% shall be reduced in the Fiscal Year following the date of prepayment, and for each Fiscal Year thereafter, by multiplying the Residential Dwelling Unit's or Age-Restricted Unit's Annual Maximum Special Tax by 100% less the prepayment percentage collected. The Residential Dwelling Unit's or Age-Restricted Unit's revised Annual Maximum Special Tax described in this paragraph shall be used in calculations related to Section IV.

VII. MANNER OF COLLECTION:

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, the Special Tax may be collected by other means, including direct billing. The Special Tax shall be subject to the same penalties and same procedure, sale and lien priority in case of delinquency as is provided for with ad valorem taxes.

VIII. TERMINATION OF SPECIAL TAX LEVY:

Provided that Special Taxes previously levied on an Assessor's Parcel are not delinquent, the lien of Special Taxes of the CFD No. 19 IA-2 shall terminate as to such Assessor's Parcel as follows: i) the close of the 35th Fiscal Year following the beginning of the Initial Fiscal Year for such Assessor's Parcel, or ii) the Special Tax obligation has been fully and completely discharged pursuant to Section VI.

IX. APPEALS AND INTERPRETATION PROCEDURE:

Any property owner or resident who feels that the amount or formula of the Special Tax is in error may file a notice with the School District appealing the levy of the Special Tax.

An appeal panel of 3 members, as appointed by the School District, will communicate the findings of the Appeals Panel. If the findings of the Appeals Panel verify that the Special Tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the Special Tax levy shall be corrected, and if applicable in any case, a refund shall be granted. The period used for calculating a refund will be limited to the fiscal year of the appeal.

Interpretations may be made the School District by resolution for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to these proceedings.

X. ANNUAL MAXIMUM SPECIAL TAX REMAINDER FROM DEVELOPED PROPERTY:

In any Fiscal Year, when proceeds of Annual Maximum Special Tax for Developed Property is greater than the sum of i) debt service on all outstanding Bonds, ii) the cost associated with the release of funds from an escrow account(s) established in association with the Bonds, iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and iv) Administrative Expenses, such amount shall be available for the School District subject to any required reserve fund replenishment. The School District shall use proceeds for acquisition, construction or financing school facilities in accordance with the Act and other applicable law as determined by the School District.

XI. SCHOOL FACILITIES TO BE FINANCED:

The school facilities to be funded include, but not by way of limitation, the construction and acquisition as reasonably determined from time to time by School District during the term of the herein described Special Taxes of the following:

- A. Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings or interim additions to existing buildings (collectively, "Interim Facilities");
- B. Central administration and support facilities;
- C. Technology equipment and infrastructure therefor, including mobile devices;
- D. Furnishings, equipment, buses, and vehicles; and
- E. Modernization, rehabilitation and expansion of the foregoing and the foregoing or similar facilities to meet education policies as reasonably determined by the Board during the term of the Special Taxes of CFD No. 19 IA-1.

The foregoing is only by way of explanation and is not a limitation or change to any of the provisions of this Rate and Method of Apportionment.

EXHIBIT “D”

CONFIRMATION OF MITIGATION AGREEMENT

[On District Letterhead]

_____, 2017

City of Chula Vista
Attention: Director of Planning/City Engineer
276 4th Ave
Chula Vista, CA 91910

Re: Sweetwater Union High School District Agreement for
Mitigation of Impacts on School Facilities arising from
Development of Tentative Subdivision Map No. _____

Dear [Messrs.] _____ and _____:

The Sweetwater Union High School District (“District”) and Baldwin & Sons, LLC *et al.* (“Developer”) have entered into certain “School Facilities Funding and Mitigation Agreements” dated as of April _____, 2017 (“Mitigation Agreements”). The Developer owns the real property identified herein. The Mitigation Agreements provide for the financing of school facilities of the District as necessary to mitigate the impact of any and all residential development that may occur within the boundaries of the Tentative Map.

In consideration of the Developer’s obligations pursuant to the Mitigation Agreements, the District hereby gives notice to the City of Chula Vista (“City”) that the District consents to the approval and recordation of one or more final subdivision maps for the property within the boundaries of the Tentative Map.

Please note, however, that this letter does not constitute District consent to, and the District will oppose, the issuance of any one or more building permits for residential units to be constructed within the boundaries of the Tentative Map or any final subdivision map. Instead, the District hereby confirms that the City should not issue any such building permits unless and until the District has issued one or more “Certificates of Compliance” applicable to the residential units for which building permits are being sought. A Certificate of Compliance will confirm that the Developer has fulfilled and mitigated its obligation as to each such residential unit in accordance with the Mitigation Agreements. Please note also that the requirement for Certificates of Compliance shall apply also to any and all non-residential construction that is to occur within the boundaries of the Tentative Map.

Thank you for your cooperation in regard to the foregoing. Please do not hesitate to contact the undersigned if you have any questions or comments regarding these matters.

Sincerely,

Moises Aguirre, Assistant Superintendent of
Facilities and Operation



May 8, 2017

Board Item - K.-4.

Issue:

Budget reductions.

Superintendent's Recommendation:

* Approve identified options for budget reductions that total at least \$5.8 million.

Analysis:

At the May 3, 2017, Special Board Workshop, staff presented 2017-2018 budget projections, which would require \$5.8 million in budget reductions.

The following budget solutions are suggested:

1	Reduce Unrestricted Funded Travel	\$0.93 million
2	10% or 15% Discretionary Reduction	\$2.6 or \$3.9 million
3	Delay Lenovo 12 th Grade Rollout	\$1.0 million
4	Delay Textbook Adoption	\$1.5 million
5	Delay Deferred Maintenance Transfer	\$1.6 million
	Total	\$7.63 or \$8.93 million

Staff is presenting options which total more than the \$5.8 million needed, in order to give the board the flexibility to approve the identified options as presented, or adjust the options as desired. The board needs to consider and approve the above options so that the total in budget reductions will be at least \$5.8 million.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

A combination of these budget reductions will lead to a balanced budget.



May 8, 2017

Board Item - L.-1.

Issue:

Certificate of Completion of Staff Development (CCSD) Waiver for Designated Subjects Career Technology Education and Special Subjects Teachers teaching in grades 7-12.

Superintendent's Recommendation:

Approve request of Certificate of Completion of Staff Development (CCSD) waiver and placement for the 2016-2017 school year for Delaney Cassidy, Pearl Esmalla, Tori Hatch, and Catherine Whitaker, Preliminary Designated credentialed teachers, providing instruction in grades 7-12 while completing staff development training in Specially Designed Academic Instruction delivered in English (SDAIE) to English learners.

Analysis:

The California Department of Education (CDE) administers and oversees state and federal programs, and regulations to support schools, including programs for English Learners. The California Commission on Teacher Credentialing (CTC) is the authorizing agency for teachers in California.

State and federal statutes, regulations, local policies, student population, grade level, the content of a course being taught, and the instructional approach all will determine what authorizations a teacher is required to possess. A teacher assigned to English Learners will need an authorization for instruction to English Learners in addition to authorization in the content area of instruction. The authorization is based on the rights and needs of the students to an appropriate education.

Moreover, California Education Code Section 44253.11 requires all teachers to have a valid English Learner authorization if assigned to a classroom that has one or more students designated as an English Learner. This portion of statute allows greater flexibility for teachers of vocational classes who hold Career Technical Education (CTE) or Designated Subjects Credentials. This flexibility is unique to these teachers, primarily because these credentials are not based on the completion of a Bachelor's Degree, nor are they held to the Basic Skills Requirement.

The Certificate of Completion of Staff Development (CCSD) waiver is issued to individuals who meet the criteria above and do not qualify for an Emergency CLAD, thereby granting them additional time to complete the requirement for the Certificate of Completion of Staff Development. The CCSD waiver authorizes the holder to teach Specifically Designed Academic Instruction Delivered in English to English Learners within the subject matter content and grade level of the teaching credential. These waivers will be valid for the 2016-2017 school year. The teachers listed below are serving within the issuance dates of their Preliminary Credential and must complete SDAIE as a term of renewal. The CTE educators are probationary teachers for the course of their employment within the Regional Occupational Program (ROP), and the Junior Reserve Officer Training Corps (JROTC) paramilitary program educators are on the tenure track. A teacher in the context may be issued up to three CCSD Waivers during the issuance period of their Preliminary Credential. By completing a Clear CTE/Special Subjects credential program, teachers will hold an English Learner authorization upon issuance of the Clear document.

For questions regarding this board item, please contact Thomas Glover at 619/585-6010 or thomas.glover@sweetwaterschools.org.

Fiscal Impact:

None.



May 8, 2017

Board Item - M.-1.

Issue:

District-Wide HVAC Phase 1, Guaranteed Maximum Price (GMP).

Superintendent's Recommendation:

Adopt the Guaranteed Maximum Price (GMP) for Phase 1 of the District-Wide HVAC (Heating, Ventilation and Cooling) Project.

Analysis:

Staff requests adoption of the Guaranteed Maximum Price (GMP) for Phase 1 of the District-Wide HVAC Project.

Project Manager: Janea Quirk.

Phase 1 was publicly bid by the design build team, CW Driver (CWD). Across the project trades, eighty-one contractors were solicited, and twenty-six bid packages were received, resulting in twelve sub-contractor contracts.

The total project value is \$37 million. The following outlines the project values by phase and soft costs (inspections, hazmat monitoring, commissioning, etc.):

Phase 1 GMP:	\$22,951,712
Phase 2 Estimate:	<u>\$12,582,245</u>
Sub Total:	\$35,533,957
Soft Costs:	<u>\$ 1,500,000</u>
Projected Project Value:	\$37,033,957

Phase 1 includes the installation of 180 HVAC units at the following sites: Sweetwater High School, Chula Vista High School, Castle Park High School, Hilltop Middle School, Mar Vista Academy, and Mar Vista High School. Phase 1 construction is scheduled to begin on June 3, 2017, with all improved classrooms and administration buildings ready for occupancy on July 17, 2017.

Phase 2 includes the installation of 80 HVAC units at the following sites: Bonita Vista High School, Bonita Vista Middle School, Castle Park Middle School, Chula Vista


Middle School, Eastlake High School, Granger Jr. High School, Hilltop High School, National City Middle School, Rancho Del Rey Middle School, Southwest High School, and Southwest Middle School. Design efforts are on-going, and estimated to be complete by mid-May 2017. Plans will be submitted to the Division of the State Architect (DSA), with construction anticipated to begin in September 2017, through December 2017. Design efforts for Phase 2 continue; GMP will be presented to the board of trustees.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
 M-1 - Adopt GMP Phase 1 District-Wide HVAC - Prop O B2 - Backup - sn	Backup Material

4/26/2017

Sweetwater Union High School District
1130 Fifth Avenue, Chula Vista, CA 91911
Attn: Janea Quirk

**RE: District Wide HVAC Program
Request for Notice to Proceed No. 3 R0
Sequence 1 Full HVAC**

Dear Janea:

Please issue 6 separate Notice to Proceeds totaling \$ 19,797,280 for the scope of work for Sequence One (1) of the subject project.

Sequence One (1) of the project consists of the following campuses:

1. Sweetwater High School (SUH)	\$ 4,276,041
2. Hilltop Middle school (HTM)	\$ 3,187,504
3. Chula Vista High (CVH)	\$ 3,701,627
4. Mar Vista Academy (MVA)	\$ 3,592,711
5. Mar Vista High (MVH)	\$ 2,280,607
6. <u>Castle Park High (CPH)</u>	<u>\$ 2,758,789</u>
Total:	\$19,797,280

Our cost breakdown is attached and we have provided the back-up documentation in the GMP binder.

Please issue the Notices to Proceed at your earliest convenience. We request a NTP be issued for each Campus.

If you have any questions, please let me know.

Sincerely,


Hank Withaar
Project Executive
C.W. Driver LLC

C.W. Driver

ESTABLISHED SINCE 1919

SUHSO HVAC DB
SDC/Chula Vista Imperial Beach/National City
BID SUMMARY
C. W. DRIVER
GMP SEQUENCE 1
April 25, 2017

No	Description	Notes	TOTAL	1 SUH	2 HTM	3 CVH	4 MTA	5 MTW	6 CPH
1	General Requirements		941,412	156,905	156,905	156,905	156,905	156,905	156,905
2	Demolition		1,534,034	344,453	186,376	325,792	236,919	221,444	219,050
3	Metal Fabrications		28,750	0	0	0	0	0	28,750
4	Rough Carpentry		1,376,250	336,500	231,350	277,250	287,250	109,000	133,000
5	Finish Carpentry		821,551	167,640	153,864	153,741	154,608	81,586	106,110
6	Gypsum Board		397,200	53,800	32,400	120,000	75,500	44,800	46,300
7	Acoustical Ceiling		648,535	131,811	108,248	131,537	138,916	53,812	104,212
8	Painting & Coating		433,965	62,064	78,451	84,669	89,480	44,871	74,430
9	Plumbing		1,067,440	264,745	177,766	174,794	214,066	91,241	144,038
10	HVAC (not including Equipment Pre-Purchase)		3,785,447	792,010	640,434	759,228	703,966	396,003	492,806
11	HVAC Equipment Pre-Purchase		1,190,074	353,282	245,350	243,990	219,374	92,391	136,687
12	HVAC Equipment Pre-Purchase for SUH Mtz and Kitchens		113,000	48,000	13,000	394,228	438,191	13,000	13,000
13	Electrical		2,556,227	661,222	399,115	41,260	62,050	287,126	366,245
14	Window Coverings		233,795	40,000	54,850	40,000	40,000	26,655	25,180
15	Overhead Allowance		740,000	50,000	50,000	50,000	50,000	50,000	50,000
16	Design Contingency Allowance		300,000	50,000	50,000	50,000	50,000	50,000	50,000
17	Temporary Roofing Allowance		22,174	3,696	3,696	3,696	3,696	3,696	3,696
18	Relocate Roofing Obstructions Allowance		45,000	7,500	7,500	7,500	7,500	7,500	7,500
19	CVH Roof Re-orientation Allowance		20,000	0	0	20,000	0	0	0
20	Relocate Piping/Conduit Noted During As-Built Review Allowance		15,000	2,500	2,500	2,500	2,500	2,500	2,500
Total of Summary - Do Not Budget									
SUBTOTAL			15,805,474	3,419,128	2,601,605	3,000,090	2,893,921	1,731,531	2,156,199
21	A & E Fees (includes A.S./I.E.P.)	5.50%	917,500	181,300	154,200	164,900	170,600	113,500	129,000
22	Field Survey		9,000	1,500	1,500	1,500	1,500	1,500	1,500
23	Preconstruction		318,084	55,000	55,000	50,894	55,000	55,000	40,000
24	General Conditions		1,092,452	182,075	182,076	182,076	182,075	182,075	182,075
25	SDGE & City Fees (\$50K for 1 site)	0.00%	50,000	50,000	0	0	0	0	0
26	DSA Fees (1%) + DSA CO (0.25%)	1.25%	272,186	52,383	52,555	46,513	57,115	23,218	39,370
27	Contingency District 10% Construction	10.00%	1,694,793	366,627	278,965	321,694	310,310	185,991	231,205
28	Contingency District 8.50% Design	0.00%	30,000	5,000	5,000	5,000	5,000	5,000	5,000
29	Contingency (2% Contractor)	5.00%	923,285	199,730	151,974	175,252	169,050	101,324	125,955
30	Excavation	0.00%	0	0	0	0	0	0	0
31	Sub Bonds/Retainage	1.25%	230,669	49,900	37,969	41,784	42,335	25,314	31,468
32	Builder's Risk	0.24%	47,292	10,252	7,801	8,996	8,677	5,201	6,465
33	Liability Insurance	0.91%	194,666	42,111	32,042	36,950	35,643	21,163	26,536
34	Overhead & Fee	5.50%	1,187,258	256,834	195,474	225,357	217,382	130,992	161,967
35	Ptyme Bond	0.84%	177,254	38,496	29,291	31,778	32,583	19,529	24,277
36	TOTAL		22,951,712	4,910,336	3,785,403	4,309,986	4,181,098	2,603,858	3,161,038

C.W. Driver

ESTABLISHED SINCE 1909

SUNSD HVAC DB

SD/Chula Vista/ Imperial Beach/ National City

BID SUPPLYMAN

C. W. DRIVER

GMP_SEQUENCE1

April 25, 2017

No	Description	Notes	TOTAL	1 SUH	2 HTM	3 CVH	4 MVA	5 MVH	6 CPH
37	Deduct for Scope Previously Authorized in NTP #1		(1,694,586)	(323,070)	(295,611)	(307,650)	(318,514)	(213,123)	(236,618)
36	Deduct for Scope Previously Authorized in NTP #2		(1,459,846)	(311,225)	(302,288)	(300,709)	(269,865)	(110,128)	(165,631)
38	Amount to be Authorized in this NTP #3		19,797,280	4,276,041	3,187,504	3,701,627	3,592,711	2,280,607	2,758,789
39	Alternates:								
40	Remove and replace entire roof on SUH Classroom Bldg 500 in lieu of partial Add.		180,518						
41	Remove and replace entire roof at SUH Dance Bldg, 1000 in lieu of partial Add.		122,263						
42	Allowance for SUH Transformer Additional Load Upgrade		62,000						

Does Not Include:

Added scope post DBA submission: HTM Bldg B2D Hygiene Room / Sun 1101

Additional Work that may be caused by new science building at HTM

Additional Work that may be caused by New Kitchen Facilities at SUH

C.W. Driver

BUILDERS SINCE 1919

SUHSD Design Build HVAC

April 26, 2017

Inclusions

- 1 Includes Sequence I of the project (SUH, HTM, CVH, MVA, MVH, CPH)
- 2 Price based on DSA Submission documents inclusive of Addendum I-5, DSA plan check comments are not included
- 3 We have included 50K for Utility fees for SUH. Price based on timely SDG&E Approval
- 4 Price based on DSA approval by 5/19/2017 of all 6 sites
- 5 We have included 4 months of General Conditions for this phase of the work. Extensions not caused by the contractor
- 6 The Project overall GCD is 8/15/2018 and the targeted phase completion date for phase I work is 8/15/2018
- 7 We will be working 6 days / week and sometimes 10 hours per day. IORs and testing firms are to keep the project on schedule
- 8 District has reviewed and approved construction documents
- 9 Warranty for each phase will start when buildings are occupied
- 10 District personnel to remove all computers, etc. and personal/valuable items from work area
- 11 District to provide IP address and continuity in each building's IDF
- 12 We have included all items per the criteria verification check list as included in GMP binder
- 13 Price is based on being able to work on all classrooms from June 2 to July 15 un-disturbed by school activities

Exclusions

- 1 Utility usage costs.
- 2 Code upgrade of existing systems or defective existing systems. Door closures assumed to function properly
- 3 Limited geotechnical reports were available. No hard digging or dewatering is included.
- 4 Existing conditions to be verified by the contractor
- 5 Work related to uncertified buildings
- 6 No IOR Trailers were required
- 7 Exact matching or painting of ceiling tile
- 8 Exact paint patch match
- 9 Existing roofs must be traversed to install new work, any damage done by normal traffic and construction loading is the responsibility of the contractor
- 10 Temporary Generators
- 11 We will only patch what we disturb. Existing systems are assumed to be in good order and will not be compromised by construction loading, traffic, vibration, etc.
- 12 Water and gas pressure assumed to be adequate per service on as built
- 13 Assume sufficient backing for new shades
- 14 Roof warranty is 2 years for patched areas
- 15 Condition of existing water and gas valves are unknown and may strip
- 16 We assume as built are accurate
- 17 No HVAC control or other work on other building on campuses



May 8, 2017

Board Item - M.-2.

Issue:

Consultants for Construction Projects.

Superintendent's Recommendation:

Approve/ratify planning and construction consultant agreements and amendments.

Analysis:

The consultant items listed are for various services required on construction projects such as architectural services, testing and inspection, and other project-related work. Staff may bring consultant agreements for approval, amendment, or ratification by the board (per Resolution No. 4440, approved July 25, 2016). Details for each contract and amendment are provided in the attachment.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

Fiscal Impact:

Total expenditure of \$628,980.92.

Expenditure of \$367,004.92, to be paid from the County Schools Facilities Fund, Resource Code: 7777; \$208,275.00, from Environment and Safety Budget, Resource Code: 0000; \$6,822.00, from Capital Facilities Fund, Resource Code: 0000; \$7,325.00, from Proposition O Bond Sale 2, Resource Code: 0000; and \$39,554.00, from General Fund, Resource Code: 0000.

ATTACHMENTS:

Description	Type
❏ M-2 pg 2- SUMMARY 05-08-2017 Details_dw	Backup Material
❏ M-2 Consultant's Backup	Backup Material
CI - CPH ADA Bleacher Project - Ninyo & Moore - Backup -	

□	sn	Backup Material
□	CI - District Wide HVAC - CQAG- Backup - CSFF - sn	Backup Material
□	CI - District Wide HVAC - Knowland Const- Backup - sn	Backup Material
□	CI - District Wide HVAC - Ninyo and Moore - CSFF - Backup - sn	Backup Material
□	CI - District Wide HVAC - Vista Enviro - CSFF - sn	Backup Material
□	CI - District Wide HVAC-Blue Coast- CSFF - sn	Backup Material
□	Ci - Reynolds Consulting Group	Backup Material
□	CI - ACT	Backup Material
□	CI - Vista	Backup Material
□	CI - Ninyo & Moore	Backup Material
□	CI - H.M. Pitts	Backup Material
□	CI - MOH AT&T Cell Tower - CQAG - BACKUP - sn	Backup Material
□	CI - SOH ADA Bleacher Project - Ninyo & Moore - Backup - sn	Backup Material
□	CI - SOH Modular Classroom Building Replacement - Ninyo & Moore - CFF - ig	Backup Material
□	CI - SOH Modular Classroom Building Replacement - Vista Enviro. Consulting - CFF - ig	Backup Material
□	CI - SHC II Relocatables 2017-2018 - RNT Proposal-Backup lp	Backup Material
□	CIA - HTH Artificial Track & Field Improvement - BWE - Amendment #1 - Prop O Bond 2 - mk	Backup Material
□	CIA - SUH Food Service Facilities - Roesling Nakamura Terada Architects, Inc - Amendment No. 1 - CSFF - mk	Backup Material

APPROVE or RATIFY NEW CONTRACTS

Action	Project Site & Details	Consultant	Services	Amount	Funding Source [1]	Project Manager	Page
Approve	CPH ADA Gymnasium Bleacher Replacement Project	Ninyo & Moore	Materials Testing	\$7,550.00	CSFF	Janea Quirk	1
Approve	District-Wide HVAC Project	Construction Quality Assurance Group	Inspector of Record	\$64,350.00	CSFF	Janea Quirk	2
Approve	District-Wide HVAC Project	Knowland Const.	Inspector of Record	\$60,800.00	CSFF	Janea Quirk	3
Approve	District-Wide HVAC Project	Ninyo & Moore	Material and Special Inspections	\$11,972.00	CSFF	Janea Quirk	4
Approve	District-Wide HVAC Project	Vista Environmental	Hazardous Material Consulting Services	\$129,865.00	CSFF	Janea Quirk	5
Approve	District-Wide HVAC Project	Blue Coast Consulting	Inspector of Record	\$78,817.92	CSFF	Janea Quirk	6
Approve	District - Hazardous Chemical Inventory	Reynolds Consulting Group, Inc.	Hazardous Chemical Inventory	\$28,275.00	Environment/ Safety	Cesar Canizales	7
Approve	District - Hazardous Materials Services and Consulting	Advanced Chemical Transport	Hazardous Waste Management	\$45,000.00	Environment/ Safety	Cesar Canizales	8
Approve	District - Hazardous Materials Services and Consulting	Vista Environmental Consulting, Inc.	Hazardous Materials Services and Consulting	\$25,000.00	Environment/ Safety	Cesar Canizales	9
Approve	District - Lead, asbestos and mold abatement oversight AHERA Report and consulting	Ninyo & Moore	Hazardous Materials Services and Consulting	\$100,000.00	Environment/ Safety	Cesar Canizales	10
Approve	District - Lab Services	H.M. Pitt Labs, Inc.	Lab Services	\$10,000.00	Environment/ Safety	Cesar Canizales	11
Approve	MOH AT&T Cell Tower	Construction Quality Assurance Group	Inspector of Record	\$3,900.00	GF	Armando Murillo	12
Approve	SOH ADA Gymnasium Bleacher Project	Ninyo & Moore	Materials Testing	\$9,550.00	CSFF	Janea Quirk	13
Approve	SOH Modular Classroom Building Replacement	Ninyo & Moore	Materials Testing	\$4,444.00	CFF	Janea Quirk	14
Approve	SOH Modular Classroom Building Replacement	Vista Environmental Consulting	Hazardous Material Consulting Services	\$2,378.00	CFF	Janea Quirk	15
Approve	SOM SHC II Relocatables	Roesling Nakamura Terada Architects	Architectural Services	\$35,654.00	GF	Trent Carr	16

APPROVE or RATIFY CONTRACT AMENDMENTS

Action	Project Site & Details	Consultant	Amd't No.	Services	Amendment Amount/New Total	Funding Source [1]	Project Manager	Page
Ratify	HTH Artificial Track and Field Improvements	BWE, Inc.	1	Architectural Services	\$7,325.00/ \$42,405.00	Prop O Bond Sale 2	Trent Carr	17
Ratify	SUH Food Service Facilities	Roesling Nakamura Terada Architects	1	Architectural Services	\$4,100.00/ \$107,435.00	CSFF	Trent Carr	18

Note [1]: ASB= ASB Funds; Prop O BANs= Prop O Bond Anticipation Notes; DM= Deferred Maintenance; GF= General Fund; Prop O= Bond program funds; /R= expense will be reimbursed; MR= Mello-Roos funds; CSFF= County Schools Facilities Fund; SRF= Special Reserve Fund; CFF=Capital Facilities Fund (developer fees).

Total expenditure of \$628,980.92.

Expenditure of \$367,004.92, to be paid from the County Schools Facilities Fund, Resource Code: 7777; \$208,275.00, from Environment and Safety Budget, Resource Code: 0000; \$6,822.00, from Capital Facilities Fund, Resource Code: 0000; \$7,325.00, from Proposition O Bond Sale 2, Resource Code: 0000; and \$39,554.00, from General Fund, Resource Code: 0000.

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: Ninyo & Moore

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Castle Park High School ADA (Americans with Disabilities Act) Gymnasium Bleacher Replacement Project, Bid #67-2616-JQ.

Project Manager: Janea Quirk.

Approve Contract with Ninyo & Moore to perform special testing services at Castle Park High School ADA Gymnasium Bleacher Replacement. The scope of work shall be to provide geotechnical, special inspection and material testing services at Castle Park High School Gymnasium.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees \$7,550.00

Total Cost Not-To-Exceed fees: \$7,550.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.

Funding Source (e.g. Title I): County Schools Facilities Fund,

Resource Code: 7777

Total Amount: \$7,550.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley
Name of Consultant: Construction Quality Assurance Group, LLC
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: District-Wide HVAC (Heating, Ventilation and Cooling) Project

Project Manager: Janea Quirk.

Approve Contract with Construction Quality Assurance Group, LLC, (CQAG) to perform Inspector of Record services (IOR) for the District-Wide HVAC Project.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$64,350.00
Total Cost Not-To-Exceed fees:	\$64,350.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac.& Oper.
Funding Source (e.g. Title I): County Schools Facilities Fund,
Resource Code: 7777

Total Amount: \$64,350.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: Knowland Construction

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: District-Wide HVAC (Heating, Ventilation and Cooling) Project.

Project Manager: Janea Quirk.

Approve Contract with Knowland Construction to perform Inspector of Record services (IOR) for the District-Wide HVAC Project.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$60,800.00
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Total Cost Not-To-Exceed fees:	\$60,800.00
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Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac.& Oper.

Funding Source (e.g. Title I): County Schools Facilities Fund,

Resource Code: 7777

Total Amount: \$60,800.00 **Annual** ☐ **One Time** ☒ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: Ninyo & Moore

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: District-Wide HVAC (Heating, Ventilation and Cooling) Project.

Project Manager: Janea Quirk.

Approve Contract with Ninyo and Moore to perform material and special inspection services for the District-Wide HVAC Project, Phase 1. The scope of services will include: attending preconstruction and site meetings, special inspection of post installed anchors, load testing of post installed anchors, and the preparation of laboratory verified report for the Division of the State Architect (DSA), to address the special inspection and materials testing aspects of the project.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$11,972.00
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Total Cost Not-To-Exceed fees:	\$11,972.00
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Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.

Funding Source (e.g. Title I): County Schools Facilities Fund,

Resource Code: 7777

Total Amount: \$11,972.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley
Name of Consultant: Vista Environmental Consulting
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: District-Wide HVAC (Heating, Ventilation and Cooling) Project.

Project Manager: Janea Quirk.

Approve Contract with Vista Environmental Consulting to perform hazardous materials consulting services during construction to ensure safe air quality, and that the abatement process and procedures are being followed per state guidelines. The cost for Phase 1 campuses will be \$79,144.00. The forecasted cost for Phase 2 campuses will be \$50,721.00, for a total cost not-to-exceed fee of \$129,865.00.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$129,865.00
Total Cost Not-To-Exceed fees:	\$129,865.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.
Funding Source (e.g. Title I): County Schools Facilities Fund,
Resource Code: 7777

Total Amount: \$129,865.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: Blue Coast Consulting

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: District-Wide HVAC (Heating, Ventilation and Cooling) Project.

Project Manager: Janea Quirk.

Approve Contract with Blue Coast Consulting to perform Inspector of Record services (IOR) for the District-Wide HVAC Project.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$78,817.92
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Total Cost Not-To-Exceed fees:	\$78,817.92
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Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.

Funding Source (e.g. Title I): County Schools Facilities Fund

Resource Code: 7777

Total Amount: \$78,817.92 **Annual** ☐ **One Time** ☒ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Environment/Safety **Originator:** Cesar Canizales

Name of Consultant: Reynolds Consulting Group, Inc.

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 07/01/17 **Ending Date:** 06/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

As required by Chapter 9, Pupil and Personnel Health, Section 49411 of the California Education Code, Reynolds Consulting Group, Inc., (RCG) proposes to provide professional services to the district from July 1, 2017, through June 30, 2018. RCG will perform the following for all the schools identified by the district:

- A. Preparation of initial classroom science lab chemical inventories, preparation of chemical profile inventories for classroom science lab chemical disposal purposes, and computer entry of classroom science lab chemical inventories; preparation of all reports for district and site use, including the California Science Safety Handbook, as mandated under Removal of Chemicals: 49411 (b) of the Education Code.
- B. Identify the science lab chemicals for removal; review the chemical inventory removal report with the district liaison; meet with principals to discuss the chemical inventory removal report; identify a Licensed Contractor for removal of chemicals agreed upon; oversee the removal of those chemicals; and provide guidelines for compatibility storage of all science lab chemicals.

There was no price increase from last year.

Original Fees \$28,275.00

Total Cost Not-To-Exceed fees: \$28,275.00

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Oper.

Funding Source (e.g. Title I): Environment and Safety Budget,

Resource Code: 0000

Total Amount: \$28,275.00 **Annual** √ **One Time** **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Environment/Safety **Originator:** Cesar Canizales
Name of Consultant: Advanced Chemical Transport
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 07/01/17 **Ending Date:** 06/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Approve Contract with Advanced Chemical Transport (ACT) to provide hazardous material and hazardous waste management, asbestos waste management, compliance training and industrial hygiene and chemist services. An approved list of pre-qualified consultants to provide professional environmental, health, safety, and hazardous materials services was completed by the purchasing department (RFQ #23-2355-TD - Hazardous Material Services). The process created a list of qualified firms, such as ACT, to perform these types of services for the district.

The Environmental Health & Safety office has a need from time-to-time for hazardous materials identification and hazardous waste management, asbestos waste management, and industrial hygiene services for various projects throughout the district. This agreement will provide the opportunity to address these issues as they arise.

Existing staff does not have the proper credentials or the experience necessary to dispose of hazardous waste, or manage and dispose of asbestos waste, nor the Industrial Hygiene certification to perform those services.

Original Fees	\$45,000.00
Total Cost Not-to-Exceed fees:	\$45,000.00

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Oper.
Funding Source (e.g. Title I): Environment and Safety Budget,
Resource Code: 0000

Total Amount: \$45,000.00 **Annual** √ **One Time** **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Environment/Safety **Originator:** Cesar Canizales
Name of Consultant: Vista Environmental Consulting, Inc.
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 7/1/2017 **Ending Date:** 6/30/2018

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

The Sweetwater Union High School District has a need from time-to-time for asbestos abatement, geotechnical, emergency response and industrial hygiene and analytical services throughout the district on an as-needed and/or emergency basis.

Description of services is as follows: provide asbestos abatement, geotechnical services and industrial hygiene services. The purchasing department completed a Request for Qualifications (RFQ) for as needed professional services. From this RFQ, the board approved a list of pre-qualified consultants to provide professional services and authorized staff to negotiate contracts with any pre-qualified firm for "as-needed" professional services. This approved master consultant list includes Vista Environmental Consulting, Inc. Services to be covered under this pre-qualification are projects that exceed the ability of the environmental health and safety office.

Original Fees \$25,000.00

Total Cost Not-To-Exceed fees: \$25,000.00

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Oper.
Funding Source (e.g. Title I): Environment and Safety Budget,
Resource Code: 0000

Total Amount: \$25,000.00 **Annual** √ **One Time** **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Environment/Safety **Originator:** Cesar Canizales

Name of Consultant: Ninyo & Moore

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 07/01/17 **Ending Date:** 06/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Approve agreement with Ninyo & Moore for asbestos abatement, geotechnical, emergency response and industrial hygiene and analytical services throughout the district on an as needed and/or emergency basis.

Description of services is as follows: provide asbestos abatement, geotechnical services and industrial hygiene services. The purchasing department completed a Request for Qualifications (RFQ) for as-needed professional services. From this RFQ, the board approved a list of pre-qualified consultants to provide professional services, and authorized staff to negotiate contracts with any pre-qualified firm for as-needed professional services. This approved master consultant list includes Ninyo & Moore. Services to be covered under this pre-qualification are projects that exceed the ability of the maintenance department and were not included in modernization or new school construction programs for lead, asbestos and mold abatement oversight.

Original Fees \$100,000.00

Total Cost Not-To-Exceed fees: \$100,000.00

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Oper.

Funding Source (e.g. Title I): Environment and Safety Budget,

Resource Code: 0000

Total Amount: \$100,000.00 **Annual** √ **One Time** **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Facilities/Operations **Originator:** Cesar Canizales

Name of Consultant: H.M. Pitt Labs, Inc.

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 07/01/17 **Ending Date:** 06/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Approve Contract with H.M. Pitt Labs, Inc., to provide analytical laboratory testing services and industrial hygiene services. Services to be provided will comply with the terms and conditions of the Request for Qualifications (RFQ) #23-2355-TD for Hazardous Materials Services.

The district has a need from time-to-time for analytical services to be performed on a variety of materials to determine the concentration of certain hazardous materials, e.g., lead, asbestos, volatile organics, and other hazardous materials. H.M. Pitt Labs, Inc., is accredited by the California Environmental Laboratory Accreditation Program, which includes certified asbestos consultants, certified microbial consultants, and certified lead and industrial hygiene professionals.

Original Fees	Professional Fees \$10,000.00
Total Cost Not-To-Exceed fees:	\$10,000.00

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Oper.

Funding Source (e.g. Title I): Environment and Safety Budget,

Resource Code: 0000

Total Amount: \$10,000.00 **Annual** √ **One Time** **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley
Name of Consultant: Construction Quality Assurance Group, LLC
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Montgomery High School AT&T Cell Tower Project.

Project Manager: Armando Murillo.

Approve Contract with Construction Quality Assurance Group, LLC, (CQAG) to perform Inspector of Record services (IOR) at Montgomery High School AT&T Cell Tower Project. The scope of work will include the required quality assurance, management, and inspection for oversight services. CQAG will prepare and distribute all required inspection reports to the district, architect, structural engineer, construction manager and the Division of the State Architect (DSA). The distribution of the inspection reports may include the project inspector and special inspectors, if required.

All fees to be reimbursed by AT&T.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$3,900.00
Total Cost Not-To-Exceed fees:	\$3,900.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac.& Oper.
Funding Source (e.g. Title I): General Fund, Resource Code: 0000

Total Amount: \$3,900.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: Ninyo & Moore

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Southwest High School ADA (Americans with Disabilities Act) Gymnasium Bleacher Replacement Project, Bid #67-2617-JQ.

Project Manager: Janea Quirk.

Approve Contract with Ninyo & Moore to perform special testing services at Southwest High School ADA Gymnasium Bleacher Replacement Project. The scope of work shall be to provide geotechnical, special inspection, and material testing services at the Southwest High School Gymnasium.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees \$9,550.00

Total Cost Not-To-Exceed fees: \$9,550.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.

Funding Source (e.g. Title I): County Schools Facilities Fund,

Resource Code: 7777

Total Amount: \$9,550.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: Ninyo & Moore

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Southwest High School Modular Classroom Building Replacement Project.

Project Manager: Janea Quirk.

Approve Contract with Ninyo & Moore to perform special testing services at Southwest High School. The scope of work will be to provide geotechnical, special inspection, and material testing services for the Southwest High School Modular Classroom Building Replacement Project, Bid #67-2618-JQ.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees \$4,444.00

Total Cost Not-To-Exceed fees: \$4,444.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.

Funding Source (e.g. Title I): Capital Facilities Fund,

Resource Code: 0000

Total Amount: \$4,444.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley
Name of Consultant: Vista Environmental Consulting
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 05/09/17 **Ending Date:** 07/01/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Southwest High School Modular Classroom Building Replacement Project.

Project Manager: Janea Quirk.

Approve Contract with Vista Environmental Consulting to perform hazardous materials consulting and monitoring services during construction. This will ensure safe air quality, and that the abatement process and procedures are being followed per state-guidelines.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$2,378.00
Total Cost Not-To-Exceed fees:	\$2,378.00

Cabinet Member Responsible: Moisés Aguirre, Asst. Supt./Fac. & Oper.
Funding Source (e.g. Title I): Capital Facilities Fund,
Resource Code: 0000

Total Amount: \$2,378.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: Planning/Construction **Originator:** Karl Bradley
Name of Consultant: Roesling Nakamura Terada Architects
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 05/09/17 **Ending Date:** 06/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Southwest Middle School Relocatables 2017-2018 for Stephen Hawking II Charter School.

Project Manager: Trent Carr.

Approve Contract with Roesling Nakamura Terada Architects to provide architectural services for the Southwest Middle School Relocatables 2017-2018 for Stephen Hawking II Charter School Project.

The scope of work includes installing three new 24' by 40' relocatable classrooms adjacent to existing relocatables (next to the basketball courts) at Southwest Middle School.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$35,654.00
Total Cost Not-To-Exceed fees:	\$35,654.00

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Oper.
Funding Source (e.g. Title I): General Fund, Resource Code: 0000

Total Amount: \$35,654.00 **Annual** ☐ **One Time** ☒ (☒ one only)

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept.: Planning/Construction **Originator:** Karl Bradley

Name of Consultant: BWE, Inc.

Category (For Cabinet Secretary Use Only): Facilities and Operations

Starting Date of Services: 12/13/16 **Ending Date:** 06/30/18

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Hilltop High School Artificial Track and Field Improvements.

Project Manager: Trent Carr.

Ratify Amendment No. 1 to the Contract with BWE, Inc., to provide additional architectural services for the Hilltop High School Artificial Track and Field Improvements Project. Additional services are required for the lighting design for the ramp that will provide access to the stadium.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$ 35,080.00
Previous Amendments	\$ 0.00
Additional Fees - Amendment No. 1	\$ 7,325.00
Total Cost Not-To-Exceed fees	\$ 42,405.00

The original contract, in the amount of \$35,080.00, was approved by the board of trustees on December 12, 2016, Board Agenda Item M-2.

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Op

Funding Source (e.g. Title I): Proposition O Bond Sale 2,

Resource Code: 0000

Total Amount: \$7,325.00 **Annual** **One Time** √ **(√ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept.: Planning/Construction **Originator:** Karl Bradley
Name of Consultant: Roesling Nakamura Terada Architects, Inc.
Category (For Cabinet Secretary Use Only): Facilities and Operations
Starting Date of Services: 06/15/16 **Ending Date:** 6/30/19

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

Description (nature of services):

Project: Sweetwater High School Food Service Facilities.

Project Manager: Trent Carr.

Ratify Amendment No. 1 to the Contract with Roesling Nakamura Terada Architects, Inc., (RNT) to reimburse additional Division of the State Architect (DSA) permit and plan review fees for the Sweetwater High School Food Service Facilities Project. Sweetwater Union High School District provided a check for \$10,700.00, and RNT covered the additional \$4,100.00.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees	\$ 103,335.00
Additional Fees - Amendment No. 1	\$ 4,100.00
Total Cost Not-To-Exceed fees	\$ 107,435.00

The original contract, in the amount of \$103,335.00, was approved by the board of trustees on June 13, 2016, Board Agenda Item M-2.

Cabinet Member Responsible: Moisés Aguirre, Asst.Supt./Fac.& Op
Funding Source (e.g. Title I): County Schools Facilities Fund,
Resource Code: 7777

Total Amount: \$4,100.00 **Annual** _____ **One Time** √ (√ one only)

April 14, 2017
Proposal No. P02-00914

Ms. Janea Quirk
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Subject: Proposal for Geotechnical, Special Inspection,
and Materials Testing Services
Castle Park High School Bleacher Replacement
1395 Hilltop Drive, Chula Vista, California 91911

Dear Ms. Quirk:

In response to your request, we are pleased to present this proposal to perform geotechnical, special inspection, and materials testing services during construction activities associated with the Castle Park High School Bleacher Replacement project. This proposal is based on our review of DSA-approved project plans and specifications. Based on our correspondences with you, we understand that the project construction will occur June 3, 2017 to September 30, 2017. Once a more detailed project schedule has been prepared, this proposal may be revised as appropriate.

Based on the documents described above, we understand that the project will include the replacement of the existing bleachers and stage in the gymnasium, demolition and replacement of the existing concrete slab in front of the ticket booth and adjacent restroom floors. Further improvements will include ADA ramp upgrades and associated parking signage.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical, special inspection, and materials testing services during the gymnasium upgrades, the preparation of subgrade for the ticket booth and restroom slabs, and construction of the site improvements. We anticipate our scope of services for this project to include the following:

Geotechnical Observation and Testing

- Attending preconstruction and site meetings, as requested.
- Providing field technician services for observation and in-place density testing during earthwork operations including preparation of subgrade, aggregate base and placement of asphalt concrete (AC) pavements.
- Geotechnical laboratory testing of the materials used for fill, subgrade, aggregate base and asphalt concrete materials. The tests performed are anticipated to include modified Proctor density/optimum and moisture content. Tests in addition to these may be performed as appropriate.
- Preparing a Geotechnical Verified Report (DSA 293).

Materials Testing and Special Inspection Services

- Attending preconstruction and site meetings, as requested.
- Performing review of concrete mix design.
- Performing sampling and tagging of reinforcing steel at the supplier's facility. It is anticipated that the supplier's facility will be located within San Diego County. Per DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel.
- Providing field technician services for batch plant inspection during production of structural concrete including checking mix design, monitoring batch weights, and communications with on-site personnel.
- Performing sampling and testing at the site by our ACI technician during placement of the structural concrete. Our technician will sample the fresh material and measure its temperature, and slump, as well as cast one set of four concrete cylinders for every 50 cubic yards placed, or fraction thereof, during a day's placement as specified by the project specifications.
- Performing special inspection of post-installed anchors and epoxy dowels, if requested.
- Performing load testing of post-installed anchors and epoxy dowels.
- Performing shop fabrication inspection of the bleacher assembly, unless pre-approved by DSA.
- Laboratory testing including reinforcing steel.

- Preparing Special Inspection Verified Reports (DSA 292) and a Laboratory Verified Report (DSA 291).

FEE ESTIMATE

The geotechnical, special inspection, and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with our current schedule of fees. We estimated a fee for the services described above will be approximately \$7,550 (Seven Thousand Five Hundred Fifty Dollars). A breakdown of this fee is presented in the attached Table 1. The cost associated with the inspection of epoxy dowels and shop fabrication is presented as add-alternate items and is not included in the fee estimate. Typically, the Project Inspector performs reinforcing steel and reinforced concrete placement inspection. The estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted, that the performance of the subcontractors can substantially effect the duration of our services.

Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with our current schedule of fees. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward your contract documents.

Respectfully submitted,
NINYO & MOORE



Lydia L. Barrow
Senior Staff Engineer



Ronald S. Halbert, PE
Principal Engineer

LLB/RSH/atf

Attachment: Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

GEOTECHNICAL OBSERVATION AND TESTING			
Senior Field/Laboratory Technician	8 hours @	\$ 95.00 /hour	\$ 760.00
Proctor Density - D 1557 & D 698	1 test @	\$ 200.00 /test	\$ 200.00
Subtotal			\$ 960.00

MATERIALS TESTING AND SPECIAL INSPECTION			
Concrete/Asphalt Batch Plant Inspector	8 hours @	\$ 95.00 /hour	\$ 760.00
Pull Test Technician and Equipment	16 hours @	\$ 97.00 /hour	\$ 1,552.00
ACI Concrete Technician	8 hours @	\$ 95.00 /hour	\$ 760.00
Senior Field/Laboratory Technician (Sampling/Red Tagging)	4 hours @	\$ 95.00 /hour	\$ 380.00
Compression Tests, 6x12 Cylinder, C 39	8 tests @	\$ 25.00 /test	\$ 200.00
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	2 tests @	\$ 55.00 /test	\$ 110.00
Subtotal			\$ 3,762.00

PRECONSTRUCTION MEETING, PROJECT MANAGEMENT, AND REPORT PREPARATION			
Principal Engineer/Geologist	4 hours @	\$ 168.00 /hour	\$ 672.00
Senior Engineer/Geologist	8 hours @	\$ 164.00 /hour	\$ 1,312.00
Senior Staff Engineer/Geologist	6 hours @	\$ 141.00 /hour	\$ 846.00
Subtotal			\$ 2,830.00

TOTAL ESTIMATED FEE - BASE SERVICES	\$ 7,552.00
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ADD ALTERNATE SERVICES			
Epoxy Dowel, Special Inspector	8 hours @	\$ 95.00 /hour	\$ 760.00
Structural Steel/Welding, Special Inspector	8 hours @	\$ 95.00 /hour	\$ 760.00
Subtotal			\$ 1,520.00

April 19, 2017

Batch Ref#: N/A

Attn: Janea Quirk, Planning Project Manager
c/o Sweetwater Union High School District
1130 Fifth Avenue Avenue
Chula Vista, CA 91911

Estimated Construction Duration: See Below
Project Inspector: Sharon Wells, CL 1, #4753
DSA Application: **Pending**

PROJECT: SUHSD PHASE 1 HVAC
SUBJECT: PROPOSAL FOR DSA INSPECTOR OF RECORD SERVICES

Dear Janea,

This proposal has been generated for your kind review and approval in reference to the subject project(s) noted above to be specifically defined at a later date. As previously reviewed/discussed the assigned project inspector will be assigned to two separate and simultaneously constructed HVAC project sites. Construction Quality Assurance Group, LLC shall provide the required and/or approved project inspection and materials testing and special inspection oversight services. All services shall be performed in accordance with the requirements of CBS, Title 24. The project estimate included herein is based on the schedule provided on April 18, 2017 whereas the schedule kicks off with the project inspector providing up to 60 hours per week initially through the period of June 3, 2017 to July 21, 2017. Along with the initial schedule, CQAG understands that the schedule also provides for additional 6-weeks at 40 hours per week for a total of 660 hours. Estimated services and costs are based on similar types of construction previously performed by CQAG staff. A general service *scope of work* breakdown (not limited to) is listed below for your records. Should you have any further questions, or concerns, please feel free to contact me directly at 858.967.5824.

SCHEDULE OF SERVICES

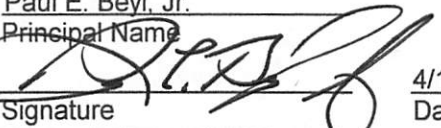
I. Project Inspector:

- 1) Project inspection of all phases of work, as required by Title 24
- 2) General verification and observation of all construction activities
- 3) Scheduling and monitoring of assistant inspectors, test lab, and special inspectors as required
- 4) Organize and maintain project files/logs and review submittals as required for inspection of work
- 5) Assist, maintain and review as-built drawings as required
- 6) Attend meetings as directed by District and A&E-of-Record
- 7) Compile, maintain and distribute all required reporting
- 8) Assist on close-out/punch list as required
- 9) DSA Inspection Card (IC) sign-off system will be implemented as required
- 10) Report typing and distribution to owner, architect, structural engineer, construction manager and DSA of all inspection reports to include project inspector and special inspectors, as required

II. Project Start-Up/Familiarization & Close-out (Included)

- 11) Includes closeout assistance in addition to DSA Inspection Card (IC) sign-off system as required.

NOT-TO-EXCEED ESTIMATE AND UNIT RATE: 660 hours at \$97.50/hr.....\$64,350.00

PLEASE SIGN AND RETURN TO OUR OFFICES VIA EMAIL OR FAX UPON ACCEPTANCE.			
Construction Quality Assurance Group, LLC.		SUHSD Representative	
Paul E. Beyl, Jr.		Client	
Principal Name		Signature	
 Signature		Date	
4/19/17		Date	

Knowland Construction Services

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **SWEETWATER UNION HIGH SCHOOL DISTRICT**

INSPECTORS: **Charlie Bryan** (or other DSA Inspector as approved by the District)

PROJECT: **HVAC Project**

DURATION: **May 15, 2017 / January 31, 2018**

RATE: **\$76.00/hour x 800 Hours**

TOTAL ESTIMATE: **\$60,800.00**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 253 work days. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 1 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Sweetwater Union School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. Knowland Inc. shall provide to the District at the end of the project all project documentation in a professional format, either in binders or on a computer CD, or both as required.
10. District shall be billed in (8) hour increments per day for the first (8) hours. Overtime shall be billed at a rate schedule as dictated by the local operators union. When an IOR is on vacation or unable to b at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project, including drive time. IOR may work as many projects as reasonable during the eight hour billing increment. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Inc. shall provide the District professionally bound documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.

Christopher Knowland

Christopher Knowland – KCS

Agent – Sweetwater Union High School .District

April 28, 2017
Proposal No. P02-00932B

Ms. Janea Quirk
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Subject: Proposal for Special Inspection and Materials Testing Services
Chula Vista High School HVAC
820 4th Avenue, Chula Vista, California

Dear Ms. Quirk:

In response to your request, we are pleased to present this proposal to perform special inspection and materials testing services during installation of heating, ventilation, and air conditioning (HVAC) systems at Chula Vista High School. This proposal is based on our review of the un-approved project plans and the Division of the State Architect (DSA) Form 103. Based on our correspondence with you, we understand that the project construction will occur between June 3, 2017 to September 30, 2017. Once a more detailed project schedule has been prepared, this proposal may be revised as appropriate.

Based on the documents described above, we understand that the project will include the installation of HVAC systems at buildings 100, 1010, 1200, 1400, and 1502. With the exception of Building 100, the roof systems for the existing structures are of wood-frame construction. Building 100 has a concrete beam roof system with concrete deck.

PROPOSED SCOPE OF SERVICES

We propose to provide special inspection and materials testing services during the installation of HVAC systems. We anticipate our scope of services for this project to include the following:

- Attending preconstruction and site meetings, as requested.
- Performing special inspection of post installed anchors.

- Perform load testing of post installed anchors.
- Preparing a Laboratory Verified Report (DSA 291) to address the special inspection and materials testing aspects of the project.


FEE ESTIMATE


The special inspection and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with the attached schedule of fees. We estimated a fee for the services described above will be approximately \$5,416 (Five Thousand Four Hundred Sixteen Dollars). A breakdown of this fee is presented in the attached Table 1. Estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted, that the performance of the subcontractors can substantially effect the duration of our services.

Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with the attached schedule of fees. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward your contract documents.

Respectfully submitted,
NINYO & MOORE


Jeffrey T. Kent, PE, GE
Senior Engineer


Ronald S. Halbert, PE
Principal Engineer

JTK/RSH/gg

Attachments: Schedule of Fees
Table 1 – Breakdown of Estimated Fee

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 112
Supervisory Technician*	\$ 98
Nondestructive Examination Technician*, UT, MT, LP	\$ 98
Senior Field/Laboratory Technician*	\$ 95
Field/Laboratory Technician*	\$ 95
ACI Concrete Technician*	\$ 95
Concrete/Asphalt Batch Plant Inspector*	\$ 95
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 95
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 140 /day
Anchor load test equipment (includes technician)	\$ 97 /hr
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage	\$ 15 /hr
Field Vehicle Usage	\$ 12 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		
Atterberg Limits, D 4318, CT 204	\$ 160	
California Bearing Ratio (CBR), D 1883	\$ 485	
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175	
Consolidation, D 2435, CT 219	\$ 300	
Consolidation - Time Rate, D 2435, CT 219	\$ 75	
Direct Shear - Remolded, D 3080	\$ 325	
Direct Shear - Undisturbed, D 3080	\$ 275	
Durability Index, CT 229	\$ 165	
Expansion Index, D 4829, IBC 18-3	\$ 180	
Expansion Potential (Method A), D 4546	\$ 160	
Geofabric Tensile and Elongation Test, D 4632	\$ 180	
Hydraulic Conductivity, D 5084	\$ 330	
Hydrometer Analysis, D 422, CT 203	\$ 220	
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120	
Moisture Only, D 2216, CT 226	\$ 35	
Moisture and Density, D 2937	\$ 45	
Permeability, CH, D 2434, CT 220	\$ 255	
pH and Resistivity, CT 643	\$ 175	
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200	
R-value, D 2844, CT 301	\$ 295	
Sand Equivalent, D 2419, CT 217	\$ 110	
Sieve Analysis, D 422, CT 202	\$ 130	
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100	
Specific Gravity, D 854	\$ 100	
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880	
Triaxial Shear, C.D. D 4767, T 297	\$ 430	
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 365	
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 210	
Triaxial Shear, U.U., D 2850	\$ 155	
Unconfined Compression, D 2166, T 208	\$ 120	
Wax Density, D 1188	\$ 100	
Masonry		
Brick Absorption, 24-hour submersion, C 67	\$ 50	
Brick Absorption, 5-hour boiling, C 67	\$ 60	
Brick Absorption, 7-day, C 67	\$ 65	
Brick Compression Test, C 67	\$ 50	
Brick Efflorescence, C 67	\$ 50	
Brick Modulus of Rupture, C 67	\$ 45	
Brick Moisture as received, C 67	\$ 40	
Brick Saturation Coefficient, C 67	\$ 55	
Concrete Block Compression Test, 8x8x16, C 140	\$ 65	
Concrete Block Conformance Package, C 90	\$ 485	
Concrete Block Linear Shrinkage, C 426	\$ 135	
Concrete Block Unit Weight and Absorption, C 140	\$ 60	
Cores, Compression or Shear Bond, CA Code	\$ 60	
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35	
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35	
Masonry Prism, half size, compression, C 1019	\$ 120	
Masonry Prism, Full size, compression, C 1019	\$ 185	
Reinforcing and Structural Steel		
Chemical Analysis, A 36, A 615	\$ 135	
Fireproofing Density Test, UBC 7-6	\$ 60	
Hardness Test, Rockwell, A 370	\$ 70	
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130	
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150	
Pre-Stress Strand (7 wire), A 416	\$ 170	
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55	
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80	
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60	
Concrete		
Compression Tests, 6x12 Cylinder, C 39	\$ 25	
Concrete Mix Design Review, Job Spec	\$ 155	
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825	
Concrete Cores, Compression (excludes sampling), C 42	\$ 60	
Drying Shrinkage, C 157	\$ 350	
Flexural Test, C 78	\$ 65	
Flexural Test, C 293	\$ 60	
Flexural Test, CT 523	\$ 80	
Guniting/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275	
Jobsite Testing Laboratory	Quote	
Lightweight Concrete Fill, Compression, C 495	\$ 45	
Petrographic Analysis, C 856	\$ 1,900	
Restraint Expansion of Shrinkage Compensation	\$ 270	
Splitting Tensile Strength, C 496	\$ 90	
3x6 Grout, (CLSM), C 39	\$ 45	
2x2x2 Non-Shrink Grout, C 109	\$ 45	
Asphalt Concrete		
Air Voids, T 269	\$ 50	
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800	
Asphalt Mix Design Review, Job Spec	\$ 165	
Dust Proportioning, CT LP-4	\$ 50	
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240	
Film Stripping, CT 302	\$ 110	
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215	
Marshall Stability, Flow and Unit Weight, T 245	\$ 240	
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150	
Moisture Content, CT 370	\$ 85	
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000	
Slurry Wet Track Abrasion, D 3910	\$ 150	
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200	
SuperPave, Gyration Unit Wt., T 312	\$ 75	
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000	
Unit Weight sample or core, D 2726, CT 308	\$ 100	
Voids in Mineral Aggregate (VMA) CT LP-2	\$ 50	
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50	
Aggregates		
Clay Lumps and Friable Particles, C 142	\$ 160	
Cleanliness Value, CT 227	\$ 160	
Crushed Particles, CT 205	\$ 165	
Durability, Coarse or Fine, CT 229	\$ 195	
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180	
Flat and Elongated Particle, D 4791	\$ 220	
Lightweight Particles, C 123	\$ 180	
Los Angeles Abrasion, C 131 or C 535	\$ 200	
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75	
Organic Impurities, C 40	\$ 80	
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950	
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250	
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450	
Sand Equivalent, T 176, CT 217	\$ 110	
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115	
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130	
Sodium Sulfate Soundness, C 88	\$ 450	
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100	
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160	
Roofing		
Roofing Tile Absorption (set of 5), C 67	\$ 210	
Roofing Tile Strength Test, (set of 5), C 67	\$ 210	

Special preparation of standard test specimens will be charged at the technician's hourly rate

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

MATERIALS TESTING AND SPECIAL INSPECTION			
Epoxy Dowel/Wedge Anchor, Special Inspector	24 hours @ \$ 95.00 /hour	\$ 2,280.00	
Pull Test Technician and Equipment	24 hours @ \$ 97.00 /hour	\$ 2,328.00	
Subtotal			\$ 4,608.00

PRECONSTRUCTION MEETING, PROJECT MANAGEMENT, AND REPORT PREPARATION			
Principal Engineer/Geologist	1 hour @ \$ 168.00 /hour	\$ 168.00	
Senior Project Engineer/Geologist	4 hours @ \$ 160.00 /hour	\$ 640.00	
Subtotal			\$ 808.00

TOTAL ESTIMATED FEE			\$ 5,416.00
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April 28, 2017
Proposal No. P02-00932A

Ms. Janea Quirk
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Subject: Proposal for Special Inspection and Materials Testing Services
Castle Park High School HVAC
1395 Hilltop Drive, Chula Vista, California

Dear Ms. Quirk:

In response to your request, we are pleased to present this proposal to perform special inspection and materials testing services during installation of heating, ventilation, and air conditioning (HVAC) systems at Castle Park High School. This proposal is based on our review of the un-approved project plans and the Division of the State Architect (DSA) Form 103. Based on our correspondence with you, we understand that the project construction will occur between June 3, 2017 to September 30, 2017. Once a more detailed project schedule has been prepared, this proposal may be revised as appropriate.

Based on the documents described above, we understand that the project will include the installation of HVAC systems at buildings 100, 102, 900, 1204, 1205, 1401, and 1500. With the exception of Building 1500, the roof systems for the existing structures are of wood-frame construction. Building 1500 has a structural steel roof system with metal deck.

PROPOSED SCOPE OF SERVICES

We propose to provide special inspection and materials testing services during the installation of HVAC systems. We anticipate our scope of services for this project to include the following:

- Attending preconstruction and site meetings, as requested.
- Performing shop fabrication inspection of the structural steel beams and duct support frames. It is anticipated that the structural steel fabrication shop will be located in the County of San Diego.
- Performing special inspection of field welding and high strength bolt installation.

5710 Ruffin Road • San Diego, California 92123 • Phone (858) 576-1000 • Fax (858) 576-9600

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento
Las Vegas • Phoenix • Tucson • Prescott Valley • Flagstaff • Denver • Broomfield • Houston

- Laboratory conformance testing of high strength bolts.
- Preparing a Laboratory Verified Report (DSA 291) to address the special inspection and materials testing aspects of the project.


FEE ESTIMATE


The special inspection and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with the attached schedule of fees. We estimated a fee for the services described above will be approximately \$6,556 (Six Thousand Five Hundred Fifty-Six Dollars). A breakdown of this fee is presented in the attached Table 1. estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted, that the performance of the subcontractors can substantially effect the duration of our services.

Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with the attached schedule of fees. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward us your contract documents.

Respectfully submitted,
NINYO & MOORE


Jeffrey T. Kent, PE, GE
Senior Engineer


Ronald S. Halbert, PE
Principal Engineer

JTK/RSJ/gg

Attachments: Schedule of Fees
Table 1 – Breakdown of Estimated Fee

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 112
Supervisory Technician*	\$ 98
Nondestructive Examination Technician*, UT, MT, LP	\$ 98
Senior Field/Laboratory Technician*	\$ 95
Field/Laboratory Technician*	\$ 95
ACI Concrete Technician*	\$ 95
Concrete/Asphalt Batch Plant Inspector*	\$ 95
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 95
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 140 /day
Anchor load test equipment (includes technician)	\$ 97 /hr
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage	\$ 15 /hr
Field Vehicle Usage	\$ 12 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

<u>Soils</u>		<u>Concrete</u>	
Atterberg Limits, D 4318, CT 204	\$ 160	Compression Tests, 6x12 Cylinder, C 39	\$ 25
California Bearing Ratio (CBR), D 1883	\$ 485	Concrete Mix Design Review, Job Spec	\$ 155
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Consolidation, D 2435, CT 219	\$ 300	Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Consolidation - Time Rate, D 2435, CT 219	\$ 75	Drying Shrinkage, C 157	\$ 350
Direct Shear - Remolded, D 3080	\$ 325	Flexural Test, C 78	\$ 65
Direct Shear - Undisturbed, D 3080	\$ 275	Flexural Test, C 293	\$ 60
Durability Index, CT 229	\$ 165	Flexural Test, CT 523	\$ 80
Expansion Index, D 4829, IBC 18-3	\$ 180	Gunita/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Expansion Potential (Method A), D 4546	\$ 160	Jobsite Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 180	Lightweight Concrete Fill, Compression, C 495	\$ 45
Hydraulic Conductivity, D 5084	\$ 330	Petrographic Analysis, C 856	\$ 1,900
Hydrometer Analysis, D 422, CT 203	\$ 220	Restrained Expansion of Shrinkage Compensation	\$ 270
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120	Splitting Tensile Strength, C 496	\$ 90
Moisture Only, D 2216, CT 226	\$ 35	3x6 Grout, (CLSM), C 39	\$ 45
Moisture and Density, D 2937	\$ 45	2x2x2 Non-Shrink Grout, C 109	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255		
pH and Resistivity, CT 643	\$ 175		
Proctor Density D 1557, D 698, CT 216 &	\$ 200		
AASHTO T-180 (Rock corrections add \$100)			
R-value, D 2844, CT 301	\$ 295		
Sand Equivalent, D 2419, CT 217	\$ 110		
Sieve Analysis, D 422, CT 202	\$ 130		
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100		
Specific Gravity, D 854	\$ 100		
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880		
Triaxial Shear, C.D., D 4767, T 297	\$ 430		
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 365		
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 210		
Triaxial Shear, U.U., D 2850	\$ 155		
Unconfined Compression, D 2166, T 208	\$ 120		
Wax Density, D 1188	\$ 100		
<u>Masonry</u>		<u>Asphalt Concrete</u>	
Brick Absorption, 24-hour submersion, C 67	\$ 50	Air Voids, T 269	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60	Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Brick Absorption, 7-day, C 67	\$ 65	Asphalt Mix Design Review, Job Spec	\$ 165
Brick Compression Test, C 67	\$ 50	Dust Proportioning, CT LP-4	\$ 50
Brick Efflorescence, C 67	\$ 50	Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Brick Modulus of Rupture, C 67	\$ 45	Film Stripping, CT 302	\$ 110
Brick Moisture as received, C 67	\$ 40	Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Brick Saturation Coefficient, C 67	\$ 55	Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Concrete Block Compression Test, 8x8x16, C 140	\$ 65	Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Concrete Block Conformance Package, C 90	\$ 485	Moisture Content, CT 370	\$ 85
Concrete Block Linear Shrinkage, C 426	\$ 135	Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Concrete Block Unit Weight and Absorption, C 140	\$ 60	Slurry Wet Track Abrasion, D 3910	\$ 150
Cores, Compression or Shear Bond, CA Code	\$ 60	SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35	SuperPave, Gyration Unit WL, T 312	\$ 75
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35	SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Masonry Prism, half size, compression, C 1019	\$ 120	Unit Weight sample or core, D 2726, CT 308	\$ 100
Masonry Prism, Full size, compression, C 1019	\$ 185	Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
<u>Reinforcing and Structural Steel</u>		Voids filled with Asphalt, (VFA) CT LP-3	\$ 50
Chemical Analysis, A 36, A 615	\$ 135		
Fireproofing Density Test, UBC 7-6	\$ 60		
Hardness Test, Rockwell, A 370	\$ 70		
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130		
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150		
Pre-Stress Strand (7 wire), A 416	\$ 170		
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55		
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80		
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60		
<u>Aggregates</u>		<u>Roofing</u>	
Clay Lumps and Friable Particles, C 142	\$ 160	Roofing Tile Absorption, (set of 5), C 67	\$ 210
Cleanliness Value, CT 227	\$ 160	Roofing Tile Strength Test, (set of 5), C 67	\$ 210
Crushed Particles, CT 205	\$ 165		
Durability, Coarse or Fine, CT 229	\$ 195		
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180		
Flat and Elongated Particle, D 4791	\$ 220		
Lightweight Particles, C 123	\$ 180		
Los Angeles Abrasion, C 131 or C 535	\$ 200		
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75		
Organic Impurities, C 40	\$ 80		
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950		
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250		
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450		
Sand Equivalent, T 176, CT 217	\$ 110		
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115		
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130		
Sodium Sulfate Soundness, C 88	\$ 450		
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100		
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160		

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Castle Park High School HVAC
1395 Hilltop Drive, Chula Vista, California

April 28, 2017
Proposal No. P02-00932A

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

MATERIALS TESTING AND SPECIAL INSPECTION			
Structural Steel/Welding, Special Inspector, Shop	24 hours @ \$ 95.00 /hour	\$	2,280.00
Structural Steel/Welding, Special Inspector, Field	32 hours @ \$ 95.00 /hour	\$	3,040.00
High Strength Bolt, Nut & Washer Conformance, set, A-325	2 tests @ \$ 130.00 /test	\$	260.00
Subtotal			\$ 5,580.00

PRECONSTRUCTION MEETING, PROJECT MANAGEMENT, AND REPORT PREPARATION			
Principal Engineer/Geologist	2 hours @ \$ 168.00 /hour	\$	336.00
Senior Project Engineer/Geologist	4 hours @ \$ 160.00 /hour	\$	640.00
Subtotal			\$ 976.00

TOTAL ESTIMATED FEE		\$	6,556.00
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May 1, 2017

Ms. Janea Quirk
Planning Project Manager
Planning and Construction
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911
Phone: (619) 585-4439
Email: janea.quirk@sweetwaterschools.org

**RE: Proposal for Hazardous Materials Consulting Services (Abatement Monitoring)
District-Wide HVAC Upgrades Project (Limited Areas, Limited Buildings)
Various Campuses throughout Sweetwater Union High School District
Proposal No. P-517087 (revised Proposal P-516117 dated July 26, 2016)**

Dear Ms. Quirk:

As per your request, listed below is our scope of work and fees for the project referenced above.

OBJECTIVE

The objective of this project, as understood by Vista Environmental Consulting, Inc. (VISTA) is to provide hazardous materials consulting services for Sweetwater Union High School District (SUHSD) consisting of abatement monitoring for asbestos, lead-based paint and universal waste materials at select buildings and limited areas at various campuses throughout SUHSD, San Diego County, California (the Project Sites). It is our understanding that abatement monitoring will be needed for limited hazardous materials abatement as part of the HVAC Upgrade project at select buildings at various school campuses.

There are 6 campuses considered priority and planned for Summer 2017 construction work:

- 1) Castle Park High (Priority)
- 2) Chula Vista High (Priority)
- 3) Hilltop Middle (Priority)
- 4) Mar Vista Academy (Priority)
- 5) Mar Vista High (Priority)
- 6) Sweetwater High (Priority)

The remaining campuses planned for construction work after Summer 2017 are:

- 1) Bonita Vista Middle
- 2) Castle Park Middle
- 3) Chula Vista Middle
- 4) Granger Jr. High
- 5) Hilltop High
- 6) National City Middle
- 7) Southwest High
- 8) Southwest Middle

Task 1 - Hazardous Materials Abatement Oversight, Daily Monitoring and Clearance Inspection

Hazardous materials consulting services for asbestos, lead and universal wastes (UW) will be performed in adherence with applicable federal, state and local regulations. VISTA will utilize asbestos and lead-certified personnel considered to be either Cal/DOSH Certified Asbestos Consultants (CACs), Certified Site Surveillance Technicians (CSSTs)/AHERA Trained and/or CDPH Lead-Related Construction Inspector-Assessors/Sampling Technicians/Project Monitors. The following is proposed:

- a. VISTA will perform preconstruction consulting services consisting of attending required project meetings, job walks and related activities. Responses to request for information (RFIs) will be prepared as necessary.
- b. VISTA will collect and review the Abatement Contractor submittals, including, but not limited to worker documentation, worker certification and regulatory notifications as identified in the specifications for this project PRIOR to the start of the project.
- c. During the project, VISTA will review ongoing and updated certifications as personnel and processes change.
- d. VISTA will perform daily observation and monitoring of the removal of the identified hazardous materials. Monitoring includes the collection of background, in-progress and clearance air, dust-wipe and/or soil samples, as necessary for asbestos and lead.
- e. During asbestos abatement activities, VISTA will conduct daily air monitoring utilizing Phase Contrast Microcopy (PCM) using NIOSH 7400 Method for asbestos.
- f. Lead air and dust-wipe samples shall be analyzed by Flame Atomic Absorption by an independent, accredited, third-party laboratory (as applicable).

- g. VISTA will review the Abatement Contractor's performance of proper containment, removal techniques and compliance with applicable regulations as pertaining to the removal and proper disposal of the identified hazardous materials.
- h. At the completion of the hazardous materials abatement activity, VISTA will perform a final visual inspection of the abatement area to confirm that the contractors removed these materials in accordance with the project scope of work and specifications.
- i. VISTA will conduct final air clearance sampling utilizing Phase Contrast Microcopy (PCM) for asbestos using NIOSH 7400 Method and/or Transmission Electron Microscopy (TEM) for asbestos in accordance with AHERA (as applicable for interior areas).
- j. VISTA will conduct final dust-wipe clearance sampling for lead utilizing Flame Atomic Absorption analysis by an independent, accredited, third-party laboratory in accordance with CDPH (as applicable).
- k. VISTA will record daily activity on field forms that inform the client of what occurred on the site as it pertains to the abatement.
- l. VISTA will issue Clearance Speed Memos for each area of successful remediation.
- m. VISTA will prepare a closeout report documenting the scope of work, progress, and successful completion of the project. VISTA field documentation, as well as the contractor's records, government agency notifications, applicable licenses, certifications and completed waste manifests, will be included in this closeout report.

SCHEDULE

We can begin this project upon receipt of your written authorization. The estimates provided below are based on the hazardous materials identified at the project site buildings and will be used for abatement oversight, daily monitoring and clearance inspection/sampling relating to a licensed hazardous materials abatement contractor performing abatement of the project site areas for the HVAC upgrade activities. Work may vary based on contractor's performance.

EXCLUSIONS AND LIMITATIONS



Access shall be arranged by Sweetwater UHSD



Subsurface investigations are not included

FEES

The time and materials fee for the Scope of Services as outlined above will be a not-to-exceed amount of **\$129,865.00 for Task 1 (all campuses)** with **\$79,144.00 of that amount for Priority 6 campuses**. Cost breakdown details are below:

Task 1 (Priority) Castle Park HS (Buildings 102, 900, 1200, 1205/1206, 1300, Administration, Dance/Weight Rooms and Student Union Cafeteria)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	8 hrs @ \$125/hr	\$1,000.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(20 Shifts) 160 hrs @ \$85/hr	\$13,600.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	32 hrs @ \$125/hr	\$4,000.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	10 @ \$85.00	\$320.00
PCM Asbestos Air Samples (Same Day TAT)	160 @ \$8.00	\$1,280.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 8 hrs @ \$85/hr (CAC) 4 hrs @ \$125/hr (PM)	\$1,280.00
Total Estimated Fees		\$21,480.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 (Priority) Chula Vista HS (Buildings 1200, 1502, Administration, Cafeteria and Weight Room)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	4 hrs @ \$125/hr	\$500.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(5 Shifts) 40 hrs @ \$85/hr	\$3,400.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	8 hrs @ \$125/hr	\$1,000.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	5 @ \$85.00	\$425.00
PCM Asbestos Air Samples (Same Day TAT)	40 @ \$8.00	\$320.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 4 hrs @ \$85/hr (CAC) 2 hrs @ \$125/hr (PM)	\$690.00
Total Estimated Fees		\$6,335.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 (Priority) Hilltop MS (Buildings 400, 600, 700, 800, 900, Adaptive Gymnasium, Administration, Cafeteria and Library)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	6 hrs @ \$125/hr	\$750.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(6 Shifts) 48 hrs @ \$85/hr	\$4,080.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	9 hrs @ \$125/hr	\$1,125.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	5 @ \$85.00	\$425.00
PCM Asbestos Air Samples (Same Day TAT)	48 @ \$8.00	\$384.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 6 hrs @ \$85/hr (CAC) 2 hrs @ \$125/hr (PM)	\$860.00
Total Estimated Fees		\$7,624.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 (Priority) Mar Vista Academy School (Buildings 101, 103, 104/105, 500, 600, 700, Adaptive Gymnasium and Administration/102)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	8 hrs @ \$125/hr	\$1,000.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(15 Shifts) 120 hrs @ \$85/hr	\$10,200.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	24 hrs @ \$125/hr	\$3,000.00
PCM Asbestos Air Samples (Same Day TAT)	120 @ \$8.00	\$960.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	15 @ \$85.00	\$1,275.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 8 hrs @ \$85/hr (CAC) 4 hrs @ \$125/hr (PM)	\$1,280.00
Total Estimated Fees		\$17,715.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 (Priority) Mar Vista High School (Buildings 300, 600 (603 Only), 700, 709/710 and Cafeteria)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	8 hrs @ \$125/hr	\$1,000.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(10 Shifts) 80 hrs @ \$85/hr	\$6,800.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	16 hrs @ \$125/hr	\$2,000.00
PCM Asbestos Air Samples (Same Day TAT)	80 @ \$8.00	\$640.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	15 @ \$85.00	\$1,275.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 8 hrs @ \$85/hr (CAC) 4 hrs @ \$125/hr (PM)	\$1,280.00
Total Estimated Fees		\$12,995.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 (Priority) Sweetwater High School (Buildings 500, 600, 700, 800/ROTC, Room 803, Room 901, Café 1400 and Dance Room)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	8 hrs @ \$125/hr	\$1,000.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(10 Shifts) 80 hrs @ \$85/hr	\$6,800.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	16 hrs @ \$125/hr	\$2,000.00
PCM Asbestos Air Samples (Same Day TAT)	80 @ \$8.00	\$640.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	15 @ \$85.00	\$1,275.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 8 hrs @ \$85/hr (CAC) 4 hrs @ \$125/hr (PM)	\$1,280.00
Total Estimated Fees		\$12,995.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Bonita Vista Middle School (Adaptive Building and Room IA2)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	4 hrs @ \$125/hr	\$500.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(5 Shifts) 40 hrs @ \$85/hr	\$3,400.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	8 hrs @ \$125/hr	\$1,000.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	5 @ \$85.00	\$425.00
PCM Asbestos Air Samples (Same Day TAT)	40 @ \$8.00	\$320.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 4 hrs @ \$85/hr (CAC) 2 hrs @ \$125/hr (PM)	\$690.00
Total Estimated Fees		\$6,335.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Castle Park Middle School (Administration, Cafeteria, Adaptive Building and 1001/1003)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	8 hrs @ \$125/hr	\$1,000.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(10 Shifts) 80 hrs @ \$85/hr	\$6,800.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	16 hrs @ \$125/hr	\$2,000.00
PCM Asbestos Air Samples (Same Day TAT)	80 @ \$8.00	\$640.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	15 @ \$85.00	\$1,275.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 8 hrs @ \$85/hr (CAC) 4 hrs @ \$125/hr (PM)	\$1,280.00
Total Estimated Fees		\$12,995.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Chula Vista MS (Buildings 400, ADI/ASB, Adaptive, Auditorium, IA-2/IA-3 and Room 601)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	6 hrs @ \$125/hr	\$750.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(6 Shifts) 48 hrs @ \$85/hr	\$4,080.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	9 hrs @ \$125/hr	\$1,125.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	5 @ \$85.00	\$425.00
PCM Asbestos Air Samples (Same Day TAT)	48 @ \$8.00	\$384.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 6 hrs @ \$85/hr (CAC) 2 hrs @ \$125/hr (PM)	\$860.00
Total Estimated Fees		\$7,624.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Granger Junior HS (Cafeteria, 900 & Administration Buildings)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	4 hrs @ \$125/hr	\$500.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(5 Shifts) 40 hrs @ \$85/hr	\$3,400.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	8 hrs @ \$125/hr	\$1,000.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	5 @ \$85.00	\$425.00
PCM Asbestos Air Samples (Same Day TAT)	40 @ \$8.00	\$320.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 4 hrs @ \$85/hr (CAC) 2 hrs @ \$125/hr (PM)	\$690.00
Total Estimated Fees		\$6,335.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Hilltop HS (Adaptive, Cafeteria, Gymnasium, Room 802 and Administration Building)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	4 hrs @ \$125/hr	\$500.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(3 Shifts) 24 hrs @ \$85/hr	\$2,040.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	5 hrs @ \$125/hr	\$625.00
PCM Asbestos Air Samples (Same Day TAT)	24 @ \$8.00	\$192.00
Lead Air/Dust-Wipe Samples (24-hr TAT)	10 @ \$20.00	\$200.00
Final Certification & Closeout Report	1 hr @ \$50/hr (Clerical) 4 hr @ \$85/hr (CAC) 1 hr @ \$125/hr (PM)	\$515.00
Total Estimated Fees		\$4,072.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 National City MS (Auditorium, Library, 900 & Administration Buildings)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	6 hrs @ \$125/hr	\$750.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(6 Shifts) 48 hrs @ \$85/hr	\$4,080.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	9 hrs @ \$125/hr	\$1,125.00
TEM Asbestos Air Samples (Same Day 6-hr TAT)	5 @ \$85.00	\$425.00
PCM Asbestos Air Samples (Same Day TAT)	48 @ \$8.00	\$384.00
Lead Air/Dust-Wipe Samples (24-hr TAT)	20 @ \$20.00	\$400.00
Final Certification & Closeout Report	2 hr @ \$50/hr (Clerical) 6 hrs @ \$85/hr (CAC) 2 hrs @ \$125/hr (PM)	\$860.00
Total Estimated Fees		\$8,024.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Southwest HS (Cafeteria Building)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	2 hrs @ \$125/hr	\$250.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(1 Shift) 8 hrs @ \$85/hr	\$680.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	1 hrs @ \$125/hr	\$125.00
PCM Asbestos Air Samples (Same Day TAT)	8 @ \$8.00	\$64.00
Final Certification & Closeout Report	1 hr @ \$50/hr (Clerical) 2 hr @ \$85/hr (CAC) 1 hr @ \$125/hr (PM)	\$345.00
Total Estimated Fees		\$1,464.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Task 1 Southwest MS (Adaptive and Auditorium Buildings)		
Description	Rate	Fee
Pre-Abatement Planning, RFIs, Bid Consulting, Job Walk & Submittal Review	4 hrs @ \$125/hr	\$500.00
Daily Abatement Monitoring by CAC/CDPH Field Technician (Normal rate hours)	(3 Shifts) 24 hrs @ \$85/hr	\$2,040.00
Daily Project Management, Site Visits & Weekly Meeting Attendance	5 hrs @ \$125/hr	\$625.00
PCM Asbestos Air Samples (Same Day TAT)	24 @ \$8.00	\$192.00
Final Certification & Closeout Report	1 hr @ \$50/hr (Clerical) 4 hr @ \$85/hr (CAC) 1 hr @ \$125/hr (PM)	\$515.00
Total Estimated Fees		\$3,872.00

**Actual samples, shifts and hours worked by field technicians to complete project may vary based on contractor's performance. This estimate is based on the hazardous materials present that may be impacted for the HVAC Upgrade project. Overtime hours will be billed at 1.5 times the normal rate.*

Summary of Costs	
Description	Fee
Priority 6 Campuses	
Castle Park High School	\$21,480.00
Chula Vista High School	\$6,335.00
Hilltop Middle School	\$7,624.00
Mar Vista Academy School	\$17,715.00
Mar Vista High School	\$12,995.00
Sweetwater High School	\$12,995.00
Total Estimated Fees (Priority 6 Campuses)	\$79,144.00
Bonita Vista Middle	\$6,335.00
Castle Park Middle	\$12,995.00
Chula Vista Middle	\$7,624.00
Granger Jr. High	\$6,335.00
Hilltop High	\$4,072.00
National City Middle	\$8,024.00
Southwest High	\$1,464.00
Southwest Middle	\$3,872.00
Total Estimated Fees (non-Priority Campuses)	\$50,721.00
Total Estimated Fees (All Campuses)	\$129,865.00

In the event additional services are requested, services will be provided according to the *As-Needed Rates between the District and Vista Environmental Consulting*. For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal as accepted. If this Proposal is acceptable, then please return the signed page of this proposal or a notice to proceed (NTP).

We look forward to working with you on this project. If you should have any questions please feel free to contact Stephen Reese at the office (858.412.4715), on his mobile phone (858.761.8188) or email (steve.reese@vista-env.com).

Respectfully submitted,
Vista Environmental Consulting, Inc.



Stephen S. Reese
Senior Project Manager
Certified Asbestos Consultant #05-3853
CDPH Inspector-Assessor/Project Monitor #13938

Proposal Acceptance:

**Proposal for Hazardous Materials Consulting Services (Abatement Monitoring)
District-Wide HVAC Upgrades Project (Limited Areas, Limited Buildings)
Various Campuses throughout Sweetwater Union High School District
Proposal No. P-517087 (revised Proposal P-516117 dated July 26, 2016)**

Print Name:_____

Signature:_____

Date:_____

Purchase Order#:_____



BLUE COAST CONSULTING

CONSTRUCTION • CONSULTING • INSPECTION

April 25, 2017

Sweetwater Union High School District
Attn: Janea Quirk
1130 Fifth Avenue
Chula Vista, CA 91911

Subject: Proposal for Inspection Services for HVAC Phase 1 Project

Dear Ms. Quirk,

Blue Coast Consulting's project inspection proposal for the HVAC Phase 1 project is \$78,817.92. Our proposal includes the following:

1. One (1) Project Inspector for the duration of 6/3/17 through 7/21/17 (Monday through Saturday) at 40 regular hours per week, 8 overtime hours per week and 8 overtime hours per Saturday.
2. Six (6) weeks at 40 hours per week (240 regular hours).
3. Two (2) weeks prior (80 regular hours), two (2) weeks after (80 regular hours) and two (2) weeks flex (80 regular hours).
4. Sundays and Fourth of July are not included in this proposal.

The standard rate per hour for Regular time shall be \$90.16 per hour, Overtime and Saturdays shall be \$100.16 per hour and Sundays and Holidays shall be \$110.16 per hour.

Any administrative/reimbursable fees are included in the hourly rate. We will not charge a minimum site time for any site visit so long as we are working in your district.

Blue Coast consulting reserves the right to be held harmless for failure to perform services if adequate staffing is unable to be provided due to unforeseen and/or project inspector availability.

We will bill for services rendered at the completion of each month specifying number of hours worked and the rate charged for that month for each inspector with payment due within 30 days. All checks are to be made payable to Blue Coast Consulting.

Professional Liability, General Liability, Worker's Compensation and Commercial Automobile insurance cover all of Blue Coast Consulting's sub-consultants.

The scope of our services includes all required structural inspections, including foundations, reinforcing steel, gravity supports systems, building diaphragms, associated electrical, plumbing, and mechanical components, verification that all work is ADA compliant and any other items not excluded below. This scope includes review of contractor generated critical path schedules based on the Districts general identified completion schedules set forth in the contract bid documents and our comments to the District concerning any observed problems with the schedule.

The scope of our service does not include for example, Geotechnical services, soil testing, structural masonry inspection, testing of fireproofing of steel columns or beams, welding inspection, epoxy anchor or shot pin pull tests, batch plant inspections or making of concrete cylinders, high strength bolt testing or torque testing, or similar specially types of inspections. We will however coordinate with your selected test lab to insure all required testing is performed in a manner that will maintain the contractors reasonable schedule if provided adequate notice of inspection requirements by the contractor.

Respectfully,

Erica Blanco

Digitally signed by Erica Blanco
DN: cn=Erica Blanco, o=Blue Coast
Consulting, ou=Operations Manager,
email=erica@bluecoastcs.com, c=US
Date: 2017.04.25 18:04:47 -0700

Erica Blanco
Operations Manager

Consultant Agreement

RCG, Inc. ("RCG") agrees to provide professional services to Sweetwater Union High School District ("District") commencing upon the acceptance of this proposal and terminating June 30, 2018.

"RCG" will perform the following for all schools as identified by the "District" described below:

- A. Preparation of initial classroom science lab chemical inventories, preparation of chemical profile inventories for classroom science lab chemical disposal purposes, and computer entry of classroom science lab chemical inventories; preparation of all reports for District and site use including the California Science Safety Handbook; as mandated under Removal of Chemicals: 49411(b) of the Education Code.
- B. Identify the science lab chemicals for removal; review the chemical inventory removal report with the district liaison; meet with principals to discuss the chemical inventory removal report; identify a Licensed Contractor for removal of chemicals agreed upon; oversee the removal of those chemicals; and provide guidelines for compatibility storage of all science lab chemicals.

Professional services provided by "RCG" pursuant to this agreement would consist of not more than \$24,375 for "A" above and \$3,900 for "B" above

RCG will provide the District with a "Hold Harmless Agreement" and a Certificate of Insurance.

This agreement may be terminated by either party with a sixty (45) day written notice.

Accepted this _____ day of _____, 2017.

Sweetwater Union High School District

RCG, Inc.

By _____
Superintendent/Designee

By _____
Employer Tax ID # 20-2046125
PO Box 891359
Temecula, CA 92589-1359

"Exhibit A"

Sweetwater Union High School District

Hold Harmless and Indemnification Agreement

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Sweetwater Union High School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representative, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

Sandra Reynolds
Name (print)

(888) 202-9442
Phone Number

Signature

Date

RCG, Inc.
Agency Name

Agreement/Contract Number



April 27,2017:

Sweetwater Union High School District
1130 5th Ave.
Chula Vista, CA 91911
Attn: Cesar Canizales

PROPOSAL # 17-General

Dear Mr. Canizales:

ACT is pleased to submit this proposal to contract services for your review and approval. ACT will provide requested environmental services including disposal, transportation, materials, and labor. Items requested by Sweetwater UHSD not on this list will be quoted prior to any work being performed.

DISPOSAL COSTS*

WASTE DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
Absorbent contaminated w/diesel	EA (55g Drum)	\$114.70		
Corrosive liquids (duplicating)	EA (15g Drum)	\$225.00		
Aerosol Cans	EA (CYB)	\$625.00		
Fluorescent Lamps	LBS	\$1.25		
U-Tube and Circular Lamps	LBS	\$2.10		
HID Lamps	LBS	\$2.10		
Alkaline Batteries	LBS	\$1.26		
Nickel Cadmium Batteries	LBS	\$1.26		
Lead Acid Batteries	LBS	\$0.66		

* Estimated quote based on information supplied by the generator and conditioned on acceptance at disposal facility

LABOR RATES *

DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
Driver, portal to portal	HR	\$65.00		
Technician, portal to portal	HR	\$55.10		

* Billing based on portal-to-portal transport with 2-hour minimum. Labor rates do not include overtime rates, which are billed in accordance with federal and state labor regulations.

TRANSPORATION RATES

DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
Cubic Yard Box	EA	\$80.00		

T 408.548.5050
F 408.548.5052

1210 Elko Dr., Sunnyvale CA, 94089
www.advancedchemical.net

CUSTOMER INITIALS



Per 55 Gallon	EA	\$42.00		
Per 15 Gallon	EA	\$25.00		
Per 5 Gallon	EA	\$20.00		

MATERIALS

DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
55G Steel O/T Drum		\$68.00		
30G Poly O/T Drum		\$58.00		
15G Poly C/T Drum		\$68.00		
15G Poly O/T Drum		\$45.00		
5G Poly O/T Buckets		\$20.00		
Cubic Yard Box		\$80.00		
4' Lamp Drum		\$56.00		
8' Lamp Drum		\$56.00		
Vermiculite Bag		\$42.00		

ENERGY, INSURANCE & RECOVERY FEE*

DESCRIPTION	PRICE
Fuel & Energy Surcharge	6 % Additional Fee on Invoice Costs

* As Reported by US Energy Information Administration for California at <http://www.eia.doe.gov/oog/info/wohdp/diesel.asp>

SCOPE OF WORK

Scope of work will be: Provide disposal, transportation, labor and materials as requested.

Disposal prices are estimates based on profile/waste program acceptance and the specified waste disposal programs. In the event a waste material is not accepted to the disposal site waste program specified, another profile will be submitted to a different program.

Upon acceptance of this, the parties agree to be bound by the terms of the attached Service Agreement. The parties understand that the terms of this agreement and the terms of the Service Agreement make up the entire contract of the parties.

ACT appreciates your confidence in our abilities. Should you have any questions or if we can be of further service, please do not hesitate to contact us.

Sincerely,

Julius Hannegan
Project Manager

SERVICE AGREEMENT

ACCEPTED BY

DATE

P.O. #

EPA I.D. #

1.0 GENERAL PROVISIONS

T 408.548.5050
F 408.548.5052

1210 Elko Dr., Sunnyvale CA, 94089
www.advancedchemical.net

CUSTOMER INITIALS



- 1.1 ACT is a corporation engaged in the business of environmental management, including, but not limited to, the packaging, transportation and disposal of hazardous waste; general and specific environmental, health and safety compliance; chemical relocations; radiological waste management; biological waste management; facility decontaminations; and on-site staffing of environmental professionals.
- 1.2 Upon acceptance of the agreement, the parties agree to be bound by the terms of the Service Agreement. The parties understand that the terms of the agreement and the terms of the Service Agreement make up the entire contract of the parties.
- 1.3 ACT carries all permits and authorizations required to perform work for CUSTOMER.
- 1.4 The term of the agreement shall be for two (2) calendar years from the date of Acceptance.
 - 1.4.1 Either party may terminate this agreement with or without cause by giving 90 days written notification to the other party.
 - 1.4.2 CUSTOMER understands and agrees that early termination of the Contract will cause financial hardship to ACT, and CUSTOMER agrees to pay a cancellation fee, which shall be the sum of previous three (3) month's invoice totals associated with any work performed by ACT for CUSTOMER.
- 2.0 **LAWFUL COMPLIANCE IN PERFORMANCE OF WORK**
- 2.1 ACT and CUSTOMER agree to comply with all applicable federal, state and local laws and ordinances and lawful orders, rules and regulations of any constituted authority that may pertain to the generation, collection, transportation, handling, storage or disposal of any of CUSTOMER'S waste. ACT and CUSTOMER have obtained all necessary permits, licenses and other forms of documentation required to perform their respective obligations hereunder and, upon request of the other party, each shall furnish copies thereof to such other party. CUSTOMER shall obtain generator EPA identification numbers and promptly notify ACT of such EPA identification numbers and any changes thereto. As it pertains to the transporting of the waste material, ACT, is acting as a common carrier and in no other capacity. ACT will not accept improperly identified and/or unidentified material for packaging, transportation and/or disposal.
- 2.2 CUSTOMER warrants that it is under no temporary or permanent injunction, administrative or court order or writ, which would prohibit or constrain the transportation, treatment, storage and/or disposal of such wastes by ACT in any manner whatsoever.
- 3.0 **OWNERSHIP AND TITLE OF WASTE**
- 3.1 CUSTOMER warrants that it holds clear title to all the wastes to be packaged, transported, treated, stored and or disposed of as part of the work. CUSTOMER assumes responsibility, without limitation, as "Generator" (as defined in the applicable statutes and/or regulations) for compliance with the Resource Conservation and Recovery Act, 42 USCA, section 6901, et seq., (hereinafter "RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., (hereinafter "CERCLA") and any federal, state or local statute, ordinance, treaty or regulation that applies to "Generators" or entities responsible for the creation of a hazardous waste or release thereof.



- 3.2 Nothing contained within this Contract shall be construed or interpreted as requiring ACT to assume the status of "Generator" as that term appears in RCRA, CERCLA, or any federal, state or local statute or ordinance or any treaty governing the generation, treatment, storage, transportation and disposal of waste, such as, without limitation, the Hazardous Waste Control Act and the Carpenter-Presley-Tanner Hazardous Substance Account Act.
- 4.0 INSURANCE
- 4.1 ACT maintains insurance at or above the required levels required by governing agencies for work performed for CUSTOMER.
- 4.2 Certificates of insurance will be provided upon request.
- 5.0 WASTE DISPOSAL
- 5.1 CUSTOMER shall approve of the disposal facility to which the waste shall be taken. CUSTOMER acknowledges and agrees that CUSTOMER alone has reviewed and approved of the place of disposal, as indicated by CUSTOMER'S signature on relevant shipping documents.
- 6.0 NON-CONFORMING WASTE
- 6.1 CUSTOMER understands that waste pricing is highly dependent on the constituents, and percentage of constituents, of the waste. CUSTOMER warrants that all wastes which may be serviced pursuant to this agreement shall materially conform to the WASTE DESCRIPTIONS in the Proposal, which were provided to ACT by CUSTOMER.
- 6.2 If CUSTOMER ships waste outside of the parameters set forth in the waste's profile, CUSTOMER understands additional charges may result, and agrees to pay the additional charges related to the packaging, transportation and disposal of the non-conforming waste.
- 7.0 PRICING AND COMPENSATION
- 7.1 CUSTOMER agrees to compensate ACT pursuant to the parameters set forth in this agreement. ACT will invoice CUSTOMER as each stage of the project is completed. All invoices are due net thirty (30) days from date of issuance. ACT reserves the right to charge a 1 ½% finance charge per month for balances past due thirty (30) days.
- 7.2 Pricing may be modified to (a) include pricing for new services and/or (b) adjust current pricing for existing services. If the pricing is modified, ACT shall provide CUSTOMER a Revised Pricing Schedule, which shall become effective upon date of receipt, indicated by signature of CUSTOMER.
- 8.0 INDEMNIFICATION
- 8.1 ACT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CUSTOMER from and against any liabilities, damages, and/or costs (including reasonable attorney's fees and cost of defense) arising out of the death or bodily injury to any person, or the destruction or damage to any property, to the extent caused, during performance of services under this Contract, by the negligent acts, errors and/or omissions of ACT or its officers, directors, principals, or employees, subject to the limitations set forth in the Section 9.0 (Limitation of Liability) of this Contract.



- 8.2 CUSTOMER agrees, to the fullest extent permitted by law, to indemnify and hold harmless ACT, its officers, directors, principals and employees, from and against any liabilities, damages, and/or costs (including reasonable attorney's fees and cost of defense) arising out of the death or bodily injury to any person, or the destruction or damage to any property, to the extent caused, during performance of services under this Contract, by the negligent acts, errors or omissions of the CUSTOMER or CUSTOMER'S contractors, consultants or anyone for whom CUSTOMER is legally responsible.
- 9.0 LIMITATION OF LIABILITY
- 9.2 CUSTOMER acknowledges and understands the inherent difficulty in packaging and moving materials in chemical relocation projects. Examples may include, but are not limited to, chemicals, media, live stock cultures, refrigerated material, research compounds and/or pharmaceutical related material. If any damage occurs to the materials during the packaging, shipment, unpacking and placement of the materials, CUSTOMER agrees to submit claims only for the replacement value of the materials, and in no circumstance shall such claim(s) exceed \$5,000 per project. CUSTOMER understands and agrees that \$5,000 is the maximum allowed claim for the replacement and damage of materials under this Contract, and that all other damage and/or replacement claims are hereby waived by CUSTOMER.
- 9.3 All materials with a value in excess of \$1,000 shall be identified to the ACT project manager. Any items damaged by ACT during relocation will have a maximum combined liability not to exceed \$1,000 unless identified to the ACT project manager in advance of start of work.
- 10.0 INDEPENDENT CONTRACTORS
- 10.1 CUSTOMER understands and acknowledges, and ACT hereby agrees that this agreement shall not render the agents of ACT as employees of CUSTOMER for any purpose. The agent of ACT is and will remain an agent of ACT in his or her relationship to CUSTOMER. Consequently, CUSTOMER shall not be responsible for withholding taxes with respect to the agent's compensation. The agent shall have no claim against CUSTOMER hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 11.0 RESTRICTIVE COVENANT CONVERSION/RITE TO HIRE
- 11.1 If CUSTOMER wishes to hire or otherwise engage an ACT employee as an employee, consultant, independent contractor, or in any other way utilize a person employed by ACT, or hire, contract or in any other way utilize a person employed by ACT within the previous 3 years of the date of said hiring, contracting or utilization, CUSTOMER agrees to pay ACT a personnel acquisition fee equal to one year (2060 Hours) of the individual's highest customer hourly billing rate.
- 12.0 SUBCONTRACTORS
- 12.1 CUSTOMER understands and agrees that ACT may assign and subcontract certain portions of the work performed for CUSTOMER. However, ACT warrants that all work performed for CUSTOMER by ACT subcontractors shall carry all protections, restrictions and limitations as if ACT performed the work.



13.0 ATTORNEY'S FEES

- 13.1** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

14.0 NOTICE

- 14.1** Any notices required or permitted to be given under this agreement shall be given in writing and shall be delivered (a) in person, (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt or (c) by or prepaid certified mail, return receipt requested to both: Advanced Chemical Transport 1210 Elko Dr. Sunnyvale, CA 94089, Attn: Walter Singer, President, and Advanced Chemical Transport Inc.

15.0 CONFIDENTIALITY

- 15.1** All information and material that may be disclosed by one party to the other in the course of performance of this Contract is considered confidential and proprietary and will not be used by the receiving party other than for the purposes under this agreement for which it was disclosed. The receiving party will protect such information from disclosure to third parties and hold it as confidential using the same degree of care as that party uses to protect its own confidential or proprietary material of like importance, but at least reasonable care. This obligation will continue for a period of two (2) years following receipt of the material and will survive any termination of this Contract, but it will not cover any information which is disclosed to a third party by the disclosing party without restrictions on disclosure, any information that has been or is developed independently by the receiving party without violation of obligations of confidentiality, any information that falls into the public domain without fault of the receiving party, any information that is rightly obtained by the receiving party from a third party without restriction, or any information that is rightly in the possession of the receiving party at the time of disclosure by the disclosing party.

16.0 FORCE MAJEURE

- 16.1** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

17.0 SEVERABILITY

- 17.1** If any provision or provisions of this agreement shall be held to be invalid, illegal, and unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



18.0 ENTIRE CONTRACT

- 18.1 This agreement, including the Scope of Work, Revised Pricing Schedule, Waste Profile Sheet(s) and any other schedule or exhibit referred to in this agreement, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous understandings or agreements, whether oral or written, of the parties. This agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements.
- 18.2 No party has been induced to enter into this agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this agreement.
- 18.3 No modification shall be binding on ACT unless in writing and signed by both parties. In no event shall the conflicting terms or conditions found on any CUSTOMER purchase or work order be considered an amendment or modification to this agreement.

19.0 GOVERNING LAW

- 19.1 The laws of the State of California shall govern the validity and interpretation of this agreement, without regard for conflicts of law principles of this, or any other, jurisdiction.

20.0 MISC FEES

ADDITIONAL FEES

DESCRIPTION	PRICE
Cancellation Fee <24 hours notice or <1 business day	Minimum Charge of \$250.00 or Cost of labor/equipment/materials for 1" day of work, whichever is greater
Rush Pickups or Projects <24 hours' notice or <1 business day notice	Minimum Fee of \$250.00 plus additional charges for service
Over Pack Surcharge	\$100.00 plus cost of over pack
Return Drum Fee	\$200.00 per occurrence
Manifest Correction Fee	\$75.00 per occurrence
Off Spec Fees	\$TBD based on material shipped

EXHIBIT "C"

SCHEDULE OF RATES



Statement of Qualifications for Hazardous Materials Inspection for
Sweetwater Union High School District

Section 7 | Fee

ADDITIONAL SERVICES – ROSTER OF RATES

POSITION	HOURLY RATE
Hazardous Materials Inspection Services	
Principal/CIH	\$145/hr
Project Manager/Technical Advisor	\$125/hr
Field Manager	\$95/hr
Field Staff - Certified Asbestos Consultant (CAC)/ CDPH Lead Inspector-Assessor/Project Monitor	\$85/hr
Field Staff - Certified Site Surveillance Technician (CSST)/ CDPH Lead Sampling Technician	\$80/hr
Staff AutoCAD	\$65/hr
Clerical	\$50/hr
Notes: <ul style="list-style-type: none">• Prevailing wages rates are <u>not applicable</u> for hazardous materials inspection services.• Positions for Architects and Engineers or DSA IOR/Inspection Services are <u>not applicable</u> for positions associated with Hazardous Materials Inspection services, and therefore, only applicable positions and fees were listed.• Hourly Labor Rates are billed on standard working hours. Overtime charges at 1.5 times the standard may apply for pre-authorized field labor overtime hours.	

Section 8 | Cost and Price

UNIT RATE	PRICE
Hazardous Materials Inspection Services	
Asbestos PLM Bulk Sample Analysis (1-3 Day Lab TAT)	\$ 12/sample
Asbestos PLM 1,000 Point Count (2-3 Day Lab TAT)	\$ 65/sample
Asbestos TEM AHERA Air Sample (1 Day Lab TAT)	\$ 65/sample
Asbestos PCM Air Sample (VEC On-Site Same Day Analysis)	\$ 5/sample
Asbestos PCM Air Sample (1 Day Lab TAT)	\$ 10/sample
Lead Paint, Air, Wipe, Soil Sample Analysis (1-3 Day Lab TAT)	\$ 20.00/sample
Non-Viable Mold Spore Trap Analysis (1-3 Day Lab TAT)	\$ 55.00/sample
Nikon XRF Lead Testing Device (in-house)	\$ 125.00/Day
IR Camera (in-house)	\$ 250.00/Day
Molsture Meter (in-house)	\$ 50.00/Day
Samples, laboratory analysis, equipment and Sub-consultants for specialized hazardous materials (not listed).	Cost + 15%
Notes: Cost and Price for Architects and Engineers or DSA IOR/Inspection Services are <u>not applicable</u> for associated with cost and price Hazardous Materials Inspection services, and therefore, only applicable unit rates were listed.	



Mr. Cesar Canizales
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Statement of Qualifications for:

Hazardous Building Materials Survey, Abatement Specification Preparation and Oversight, Clearance Sampling, and Final Report Preparation Services



March 30, 2017

Proposal No. P03-00431

Ninyo & Moore

Experience · Quality · Commitment

1. Transmittal Letter

March 30, 2017
Proposal No. P-03-00431

Mr. Cesar Canizales
Environmental and Safety Supervisor
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Subject: **Statement of Qualifications for Hazardous Building Materials Survey, Abatement Specification Preparation and Oversight, Clearance Sampling, and Final Report Preparation Services**

Dear Mr. Canizales:

Ninyo & Moore is pleased to submit this Statement of Qualifications (SOQ) to provide Hazardous Building Materials (HBM) Survey, Abatement Specification Preparation and Oversight, Clearance Sampling, and Final Report Preparation Services to the Sweetwater Union High School District (the District) for fiscal year 2018. We have prepared this SOQ to demonstrate that our Ninyo & Moore project team is highly qualified to perform the subject HBM technical consulting services that we have historically performed for the District. We will meet your needs utilizing the same dedicated team of technical professionals who has worked with the District in the past few years to complete numerous projects within their budgetary and scheduling requirements. It is this team that continually responds to requests for services within the District's expedited time frames, which can be 24 hours or less especially for indoor air quality studies. We will continue to perform in this manner for every project.

Information regarding the Ninyo & Moore Principal authorized to represent us in all matters related to this SOQ is presented below:

Mr. C. Wood Hays
Principal Environmental Manager
Ninyo & Moore
5710 Ruffin Road, San Diego, California 92123
ph. 858.576.1000
fax. 858.576.9600
e-mail address: whays@ninyoandmoore.com

Ninyo & Moore appreciates the opportunity to submit this SOQ to perform the requested services. We look forward to the continuation of a successful relationship with the District. If you have any questions regarding this SOQ, please contact us at (858) 576-1000.

Sincerely,
NINYO & MOORE



Nicolas J. Carpenter
Project Environmental Scientist
NJC/CWH/mn



C. Wood Hays
Principal Environmental Manager

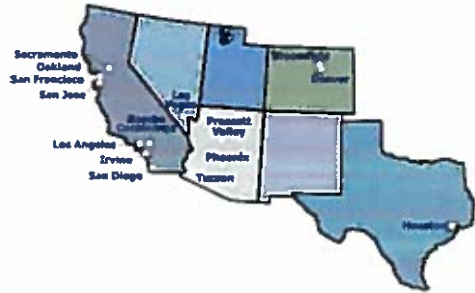
Distribution: (1) Copy sent via email

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2. Executive Summary

Ninyo & Moore was established in 1986 to provide exceptional environmental consulting, geotechnical engineering, geologic, hydrogeologic, soil and materials testing, and special inspection services to the public and private sectors. Ninyo & Moore carries professional liability insurance with coverage limits of \$9 million, and general liability insurance with coverage limits of \$2 million. We provide high quality environmental and geotechnical consulting services with Southern California offices in San Diego, Irvine, Los Angeles, and Rancho Cucamonga. Mr. Ninyo's constant goal for the company has been to provide timely, high quality consulting and testing services to the public and private sectors over the past 30 years. We believe Ninyo & Moore has assembled an exceptionally well-qualified team to provide the District with timely on-call hazardous materials testing services for the following reasons:



- ☑ **Company Location:** Ninyo & Moore will provide the requested services for this contract from our corporate office located in the Kearny Mesa area of San Diego County near State Route 52 and Interstate 15. We also have State-certified professionals in our Irvine office that can provide these services if the need arises for additional personnel. As has been the case with our current contract, we will continue to be readily accessible to the District. Our designated Project Manager, Nicolas Carpenter, Certified Asbestos Consultant, Lead Inspector/Assessor (CAC, LI/A), will be available throughout the duration of all contract assignments. Our 24-hours-a-day, seven-days-a-week, point-of-contact cellular telephone numbers have been provided to the District's designated project manager(s)/representative(s) for projects that we have performed together over the past several years.
- ☑ **Experience:** In the last 30 years, Ninyo & Moore has successfully performed hundreds of HBM surveys and testing projects for clients in the public and private sectors. More specifically, we have provided such services to numerous school districts such as Oceanside Unified School District, San Diego Unified School District, Sweetwater Union High School District, South Bay Union School District, Coronado Unified School District, Temecula Valley Unified School District, Poway Unified School District, and San Marcos Unified School District.
- ☑ **Personnel:** Ninyo & Moore has assembled a committed contract team of highly qualified personnel with a proven performance record of successfully completing hazardous materials surveys and testing services projects. Our contract team is made up of same technical staff that has worked together to provide the types of services requested in this RFQ for the District and other school districts, as well as to many other clients in the public and private sectors. The team consists of technically competent and experienced registered professionals including (CAC), certified site surveillance technicians (CSSTs), (LI/A), lead project monitors (LPM), certified industrial hygienists (CIH), certified safety professionals (CSSP), and other specialists in fields such as mold/moisture surveys, contamination assessment, regulatory compliance, hazardous waste management, and site remediation. Our proposed project team of environmental professionals will enable us to be responsive to District needs, and to successfully complete project tasks on time and within budget. These persons are committed to the District for the duration of the contract. Their current and anticipated workloads are such that they will be able to accomplish project tasks for the duration of the contract.
- ☑ **Quality:** Ninyo & Moore is committed to complete each project assignment in a thorough and timely manner with special attention given to quality assurance and cost effectiveness. Contract needs are met by assigning appropriate resources, including experienced personnel, equipment, and materials, as needed to meet specific project requirements. Ninyo & Moore's services are rendered in strict compliance with our rigorous Quality Assurance/Quality Control (QA/QC) program, which goes beyond the expectations of the industry. Our QA/QC program is designed to be flexible while ensuring that the data are of sufficient and appropriate quality to fulfill project requirements. Our Project Manager will maintain cost control by utilizing accurate accounting practices through the use of current and up-to-date project status reports.

3. Firm Background/History

Corporate History

Ninyo & Moore is a California "S" Corporation founded and owned by Mr. Avram Ninyo, PE. We are a 100-percent minority-owned, multidisciplinary consulting firm, and we fund our internal operations without any material long-term debt. We have provided these services for the design and construction of schools, colleges and universities, and other public works. The firm's over 400 professionals include CACs, CSSTs, LPM, LI/A, CIH, CSSP, professional geologists (PG), hydrogeologists (HG), engineering geologists (CEG), environmental scientists, registered geotechnical (GE) and civil engineers (PE), and other specialists in fields such as mold/moisture surveys, contamination assessment, regulatory compliance, hazardous waste management, and site remediation.

Approach

Ninyo & Moore's technical services include a broad spectrum of environmental capabilities. Those capabilities that are pertinent to the District's RFP are:

- Develop and implement project schedules to accomplish efficient and coordinated site surveys, sampling and testing results.
- Perform asbestos containing materials (ACM) surveys and abatement oversight services by Ninyo & Moore Certified CACs and CSSTs, as so designated by the California Department of Industrial Relations (DIR) Division of Occupational Safety and Health (DOSH).
- Perform lead containing materials (LCM) surveys and abatement oversight services in accordance with specifications contained in the District's RFP. The surveys will be performed by Ninyo & Moore's State of California Department of Public Health (CDPH) accredited Lead Inspector/Assessors or sampling technicians utilizing Ninyo & Moore's x-ray fluorescence (XRF) instrument. Oversight management and clearance sampling will be performed by Ninyo & Moore's CDPH accredited LPMs.
- Perform visual inspections for other potentially hazardous building materials (HBMs) by Ninyo & Moore's 40-hour Hazardous Waste Operations (HAZWOPER) trained technical staff.
- Prepare reports and other documents in accordance with applicable regulatory requirements and the RFQ.
- Prepare ACM, LCM and hazardous building material removal specifications, and scopes of work for use by abatement contractors.
- Provide monitoring services during the abatement of ACM, LCM, and other hazardous building materials in accordance with applicable federal, state, and local regulations.
- Perform final clearance air sampling following ACM abatement activities using transmission electron microscopy (TEM) analysis in accordance with the abatement specifications and AHERA protocol.
- Perform final dust-wipe sampling following LCM abatement activities for analysis by Flame Atomic Absorption Spectrometry (AAS) in accordance with the abatement specifications and HUD protocols in accordance with RFQ.
- Prepare final close-out reports for the District incorporating abatement documentation. These reports are prepared to update the District records and track removal of hazardous building materials.

Ninyo & Moore will conduct surveys and perform project oversight tasks as specified in the District's Scope of Work. Appropriate reports will be signed by our CACs and other qualified individuals. All work will be performed in accordance with State and Federal Occupational Safety and Health Administration (OSHA), and San Diego Air Pollution Control District laws and regulations. Strict quality assurance will be maintained during all field testing and laboratory analyses. State- and federally-certified laboratories will perform laboratory analysis in compliance with applicable federal, state, and local regulations. Field testing will follow established sampling protocols.

Primary Point of Contact

For the technical aspects of this contract, we have assigned Mr. Nicolas Carpenter, CAC, LPM, LI/A, as our Project Manager. Mr. Carpenter will coordinate the planning and execution of all projects with the District.

Contact Information: Nicolas Carpenter, CAC, LPM, LI/A. Office: 858.576.1000, ext. 11231. Cell: 858.688.8306.
e-mail: ncarpenter@ninyoandmoore.com

4. Recent Experience

Table 1 - Summary of Select California K-12 School-Related Project Experience

School District Name and Address	School/Site Name		Description of Work/Service
Oceanside Unified School District 2111 Mission Avenue, Building E Oceanside, California	Cesar Chavez Middle School	Oceanside High School	As-Needed Environmental Services Contracts
	Del Rio Elementary School	Pacifica Elementary School	Environmental Site Assessments
	Ditmar Elementary School	Palmquist Elementary School	Asbestos-Containing Materials Surveys
	El Camino High School	San Luis Rey Elementary School	Lead-Containing Surfaces Surveys
	Laurel Elementary School	San Rafael Elementary School	
	Mission Elementary School	S. Oceanside Elementary School	
	North Terrace Elementary School	Santa Margarita Elementary School	
San Diego Unified School District 4860 Ruffner Street San Diego, California	Adams Franklin Alternative 1 School Site	King Logan Perkins Alternative 1 School Site	ACM Surveys
	Adams Franklin Preferred School	King Logan Perkins Preferred School Site	LCM Surveys
	Barnard Elementary School	Knox Elementary School	Regulatory Compliance and DTSC interfacing
	Bell Junior High School	Laura G. Rodriguez Elementary School Site (formerly King Logan Perkins)	Public Participation/Community Outreach
	Boone Elementary School	Lewis Middle School	Phase I ESAs and Addenda
	Brooklyn Child Development Center	Lincoln High School	PEAs
	Burbank Elementary School	Lincoln School Site 1	SSIs
	Cardin Street Bus Terminal	Lincoln School Site 2	Risk Assessments
	Cardinal Lane Administrative Site	Madison High School	Remedial/Removal Action Work Plans
	Central Elementary School	Magnolia Science Academy	Implement Remedial Action/Removal Action
	Camp Elliot #3 Site	Marston Middle School	Lead in Soil
	Cherokee Point Elementary School	Millennial Tech	Phase II ESAs
	Chollas Elementary School	Memorial Middle School Alternative A	CAD and GIS
	Clairemont High School	Memorial Middle School Alternative B	UXO Document Review
	Correia Middle School	Memorial Middle School Alternative C	Biological Surveys
	Crawford High School	Miramar Twin Schools	
	Dana Elementary School	Morse High School	
	Dana Middle School	Muirlands Middle School	
	Dewey Elementary School	Noah Webster Elementary School	
	Edison Elementary School Expansion Site	Normal Heights Elementary School	
	Edison Hamilton Parks Alternative 1 School	O'Farrell Charter School	
	Edison Hamilton Parks Alternative 2 School	Pacific Beach Elementary School	
	Edison Hamilton Parks Preferred School Site	Patrick Henry High School	
	Ellen Browning Scripps School Site	Point Loma High School	
	Encanto Elementary School	Potential Alternative to 52nd Street Elementary School Alternative A Site	
	Euclid Elementary School	San Diego High School	
	Eugene Bruker Education Center, Annex 1	Sequoia Elementary School	
	Fay Elementary School	Sherman Alternative 1 School Site	
	Florence Griffith Joyner Elementary School	Sherman Alternative 2 School Site	
	Fremont Elementary School	Sherman Elementary School	
	Fulton Elementary School	Sherman Preferred School Site	
	Hale Junior High School	Spreckles Elementary School	
	Herbert Ibarra Elementary School	Stevenson Elementary School	
	Holmes Elementary School	The Childrens School	
	Hoover High School	University City High School	
	Horton Elementary School	Valencia Park Elementary School	
	Irving Administrative Site	Walker-Wangenheim Schools	
	Jefferson Elementary School	Webster Elementary School	
	Kate Sessions Elementary School	Zamorano Elementary School	
	Keamy Mesa High School		
	Kennedy Elementary School		
South Bay Union School District 1111 Saturn Blvd, Classroom 23 San Diego, California	Bayside Elementary School	Nicoloff Elementary School	Asbestos-Containing Materials Surveys and Lead-Containing Surfaces Surveys
	Berry Elementary School	Oneonta Elementary School	Other Hazardous Building Materials Surveying, Testing, and Reporting
	Imperial Beach Elementary School	Pence Elementary School	
	Nestor Elementary School	Sunnyslope Elementary School	
Sweetwater Union High School District 1130 5th Avenue, Chula Vista, California	AHERA O&M Re Inspections	Mar Vista Middle School	Asbestos, Lead, and Other Hazardous Building Materials Surveying, Testing, and Reporting, and Abatement Planning/Oversight
	Bonita Vista Middle School	Mar Vista High School	UST Removals
	Bonita Vista High School	Montgomery Middle School	Mold Remediation/Indoor Air Quality Evaluations
	Castle Park High School	Montgomery High School	Pipeline Assessment
	Castle Park Middle School	National City Middle School	Phase II Environmental Site Assessments
	Chula Vista High School	Otay Ranch High School	
	Chula Vista Middle School	Portal School	
	Eastlake Middle School	Rancho Del Rey Middle School	
	Eastlake High School	Southwest Middle School	
	Granger Junior High School	Southwest High School	
	Hilltop Middle School	Sweetwater High School	
	Hilltop High School		

5. Personnel and Capabilities

Ninyo & Moore has assembled the same highly qualified and experienced team of licensed professionals and other personnel that previously successfully completed similar projects that involved hazardous materials consulting services at K-12 school districts, community college district campuses, and numerous other projects for public and private sector clients. Our contract team strengths are in the technical experience and qualifications of its key personnel and staff, and in the personal involvement of the principals. This team has an exceptional reputation in the industry of being highly responsive to our clients, and providing high quality and technically defensible services while meeting challenging work schedules and maintaining cost control. Information summarizing the education, registrations, certifications, and project experience of our team members is provided below.

Key Team Members			
Key Personnel Project Role	Registrations/ Certifications	Years Exp.	Project Experience
Contract Manager			
Stephan A. Beck Contract Manager/Principal Environmental Geologist	PG, CEG, HG, QSD, QSP	39	<ul style="list-style-type: none"> San Diego, Oceanside, Poway, Sweetwater, and South Bay Union, Unified School District Environmental Services Contracts SDCCD As-Needed Environmental Services Contract Palomar Community College District Port of San Diego As-Needed Asbestos Abatement Management and Industrial Hygiene Consulting Services
Project Manager			
Nicolas Carpenter Certified Asbestos Consultant	CAC, LIA, LPM	13	<ul style="list-style-type: none"> San Diego, Oceanside, Poway, Sweetwater, and South Bay Union, Unified School District Environmental Services Contracts SDCCD As-Needed Environmental Services Contract Palomar Community College District Port of San Diego As-Needed Asbestos Abatement Management and Industrial Hygiene Consulting Services
Health and Safety Advisor and QA/QC Technical Advisor			
Stephen Waide Health and Safety Advisor and QA/QC Technical Advisor	CIH, CSP, CMC, CIEC	28	<ul style="list-style-type: none"> San Diego, Oceanside, Poway, Sweetwater, South Bay Union, and San Marcos Unified School District Environmental Services Contracts SDCCD As-Needed Environmental Services Contract Palomar Community College District Port of San Diego As-Needed Asbestos Abatement Management and Industrial Hygiene Consulting Services
Field Team Leader			
Michael Cushner Project Environmental Scientist	CAC, LIA, LPM	15	<ul style="list-style-type: none"> Los Angeles Unified School District Bonita Unified School District Hemet Unified School District Long Beach Unified School District
Brian Ford Staff Environmental Scientist	CSST, Lead Sampling Technician	14	<ul style="list-style-type: none"> San Diego, Oceanside and San Marcos Unified School District Environmental Services Contracts Los Angeles Unified School District Port of San Diego As-Needed Asbestos Abatement Management and Industrial Hygiene Consulting Services
Pedro Rodriguez-Mendez Senior Staff Environmental Scientist	Lead Sampling Technician	7	<ul style="list-style-type: none"> Los Angeles Unified School District Bonita Unified School District Hemet Unified School District Long Beach Unified School District

All our proposed project personnel are highly qualified, experienced, and possess working knowledge of the required documents and standards. Ninyo & Moore project personnel are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of this project.

6. References

Ninyo & Moore has provided professional environmental consulting services that are essentially identical to those requested by the District to numerous school districts in San Diego County. The following table provides a list of clients for projects similar to those that will likely be required by the District.

Client	Contact Reference	Project Reference
Oceanside Unified School District 2111 Mission Avenue, Building E Oceanside, CA 92054	Ms. Cheryl Gaston (760) 966-4077	As-Needed Hazardous Materials Survey, Assessment, and Abatement Monitoring Services
Sweetwater Union High School District 1130 5 th Avenue Chula Vista, CA 91911	Mr. Cesar Canizales (619) 796-7587	As-Needed Hazardous Materials Survey, Assessment, and Abatement Monitoring Services AHERA Operations and Management Rein- spection Services
San Diego Unified School District Maintenance Operations Center Annex 4860 Ruffner Street San Diego, CA 92111	Mr. Joe Kinhead (858) 627-7255	As-Needed Hazardous Materials Testing Contract As-Needed Environmental Services Contract
Arcadis 1525 Faraday Avenue, Suite 290 Carlsbad, CA 92008	Mr. Arthur Serata (858) 278-2716	Construction and Soil Excavation Monitoring, North Embarcadero Visionary Plan
Escondido Union School District 2310 Aldergrove Avenue Escondido, CA 92029	Mr. Terry Jones (760) 586-6309	As-Needed Hazardous Materials Survey, Assessment, and Abatement Monitoring Services

7. DESCRIPTION OF OUR SCOPE OF SERVICES

Ninyo & Moore has extensive experience in reviewing construction documents, designing work plans for conducting hazardous materials surveys, performing building inspections, preparing abatement specifications and conducting abatement oversight activities. The following sections summarize our understanding of the key elements of the proposed services that the District is requesting, our approach to those services, and the objectives of the services.

Familiarity with District Facilities

Prior to initiating work, Ninyo & Moore personnel will visit each of the school sites for which Phase I, Phase II, or Phase III activities are proposed as described on subsequent pages. These “site walks” will determine the age and number of buildings, access considerations, and types of construction materials used at the facilities. This information is critical in determining the number of samples that will be required to be collected, and the hours and costs associated with completion of surveys and reports. In addition, Ninyo & Moore understands that the school facilities are normally occupied. For this reason, it will be important to: 1) Collect samples only when staff and students are not present in the areas to be sampled; and, 2) Utilize non-destructive sampling techniques, wherever possible, to minimize the impact to the areas sampled. Ninyo & Moore has conducted HBM surveys at numerous occupied facilities including school sites, and thoroughly understands the procedures to follow that will minimize disruption of operations at all times.

Preparation for Field Work

Prior to conducting work at the individual school sites, Ninyo & Moore will review the renovation/modernization plans for the school site, and previously prepared asbestos, lead-based paint, and other hazardous materials survey reports available at the offices of the District. The objective of this review will be to determine: 1) The areas and materials that may be impacted during the proposed modernization projects; and, 2) The adequacy of existing survey information in preparing for abatement activities. At a minimum, the survey information will be reviewed for compliance with the requirements outlined in the Asbestos Hazard Emergency Response Act (AHERA) and the Asbestos School Hazard Abatement Reauthorization Act (ASHARA).

Field Work

At those facilities found to have existing survey information that is inconclusive or inadequate, Ninyo & Moore will sample building materials suspected to be hazardous that will be impacted during renovation activities. In addition to ACM, LCS, and PCB-containing light ballasts, Ninyo & Moore will identify other potentially hazardous materials, including mercury-containing thermostats/switches, PCB-containing switches and transformers, fluorescent light tubes, exit signs, and Freon™-containing refrigeration systems. Ninyo & Moore will utilize existing field forms specifically designed for conducting hazardous materials surveys, and will coordinate field activities so that asbestos, lead-containing materials and miscellaneous hazardous materials surveys can be conducted simultaneously within each facility to be surveyed.

Field work will be performed in accordance with a site-specific health and safety plan prepared by Ninyo & Moore. The field team will consist of a CAC, a California Certified LI/A, and qualified field technicians, as appropriate. All samples will be collected, managed and transported in accordance with relevant local, state and federal regulations, using industry standard chain-of-custody procedures. All field activities will be recorded on existing field forms designed by Ninyo & Moore for HBM surveys.

Quality Control Program

Samples collected during the initial field work will be forwarded to a qualified laboratory for analysis using standard HBM analytical methods. Sample results will be reviewed by Ninyo & Moore personnel in accordance with a quality assurance/quality control program that facilitates compliance with project performance standards, schedules, and budgets. This comprehensive quality assurance plan is outlined in a procedural manual that describes specific quality control procedures to be used during projects. The program addresses data generation, management, and quality assessment guidelines for sampling and analysis procedures, as

well as methods of abatement and corrective action. The quality assurance program manual is available for review upon request.

Abatement-Related Activities

Ninyo & Moore has extensive experience in preparing technical specifications and conducting abatement oversight for projects involving removal of asbestos, lead-based paint, PCB-containing equipment, mercury-containing equipment, and other HBM. This experience will allow Ninyo & Moore to provide a specification document, in a very cost-efficient manner that is complete and follows all appropriate regulatory requirements. Our hazardous materials specifications and abatement oversight activities are founded on years of experience in managing abatement projects, and cover every aspect of the abatement process, including notifications and permitting requirements, site and worker safety, emergency procedures, work area preparation, material removal, air sampling, clearance sampling, waste determination, disposal of waste material, and proper documentation. Ninyo & Moore possesses the detailed knowledge of all aspects of abatement projects that is essential in assuring that such projects are completed within the time and budgetary requirements mutually established by the client and Ninyo & Moore.

Document Preparation

Ninyo & Moore has provided HBM survey reports and close out documents to a wide variety of clients including school districts, local municipalities, developers, and architectural firms. This translates into a significant cost savings for our clients. We are familiar with the level of detail required in such documents, and have developed a streamlined process for completing these documents, while addressing the specific concerns of the client.

Single Point of Contact

Ninyo & Moore has assigned Mr. Nicolas Carpenter, CAC, LIA, LPM as the single point of contact (project manager) who can be reached 24 hours a day during the duration of the contract with SUHSD. This person will be able to assign tasks to our technical staff, whether it is an emergency or a scheduled task. Communication and previous experience are critical to completing projects successfully and meeting the needs of our clients. Ninyo & Moore has had great success in managing similar large-scale projects with other school districts. Budgetary and scheduling information is tracked and logged on a daily basis, and can be accessed at any time to keep the District updated on every aspect of the project for each school facility. Attention to project scheduling and applying the appropriate technical staff are imperative to the success of an "as-needed" services program. Staffing and project schedules are updated weekly, and the project manager reviews the schedules to insure that the client's needs are being met.

Interfacing with District Staff and Response Time

Ninyo & Moore is committed to understanding the District's needs at all times. We believe that our past relationship with the District on its hazardous materials projects will contribute to our understanding of projects that will be conducted in the upcoming months. Our understanding of the District's project needs is accomplished through communication and experience, which are facilitated by cell phone and/or e-mail. Since our office is located in San Diego, response time has historically been, and will continue to be, prompt. Ninyo & Moore will be available for meetings, job walks, and any other job-related activity. Meetings or any other project-related tasks will be documented in writing in the form of a project log or similar documentation.

We have established and implemented effective management control systems for efficient project administration, and have trained our staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet highly accelerated project deadlines. Having completed many complex projects within strict time constraints, the Ninyo & Moore project team has developed flexible management systems, which allow project managers to draw on experienced technical and administrative personnel throughout the company. Clients have commended us for our ability to perform cost effectively within tight schedules, while maintaining technical integrity. Adherence to the short time frames associated with many projects illustrates the team's understanding and dedication to providing the needed documents in an expedient manner.

Contract-Specific Tasks

The following is the description of our approach to typical HBM projects.

ASBESTOS-RELATED PROJECTS

Phase I Engineering Assessment

1. Ninyo & Moore will review existing specifications, plans, shop drawings, survey reports, and contractors' means and methods of performing the proposed construction activities.
2. After reviewing the available documentation, a determination will be made as to whether the existing bulk sample data are adequate to confirm or negate the presence of asbestos in each suspect asbestos-containing material.
3. A building inspection will be conducted of areas to be disturbed by proposed construction activities.
4. Samples will be collected of any suspect asbestos-containing materials not previously sampled. Confirmatory bulk sampling of suspect building materials will be conducted, per AHERA/ASHARA protocol, where existing bulk sampling data is inconclusive.
5. Samples will be submitted to a laboratory for analysis. Laboratory analysis will be conducted in accordance with Section 3.1 of the SUHSD RFP. Asbestos samples will be analyzed using polarized light microscopy (PLM) in accordance with USEPA 600/R-93/116 "Interim Method of the Determination of Asbestos in Bulk Insulation Materials", 40 Code of Federal Regulations (CFR) Part 763, Subpart E, Appendix E, and Section 285.33(1) of the National Institute of Standards and Technology (NIST) Handbook 150. Samples containing multiple layers will be separated, and each layer analyzed and reported as a separate material. Point counting of samples will be conducted only when requested by a designated representative of the District, and only after receiving written approval by the District. If there is a dispute between Ninyo & Moore and the SUHSD regarding the interpretation of analytical results, Ninyo & Moore will have the sample in dispute reanalyzed at no additional cost to the District.
6. An Engineering Assessment Report will be prepared that follows the outline provided in Sections 1.1.2.9 and 1.1.2.10 of the RFP. The report will contain recommendations for work practices to follow during abatement activities, and recommendations to follow to avoid disturbing ACM, where possible.

Phase II Document Preparation

An abatement scope of work and specifications will be designed based on the findings of the asbestos surveys conducted at each school site, and the nature of the construction project to be performed.

Phase III Abatement Management/Final Report

During abatement, work activities will be monitored for compliance with the abatement scope of work and specifications. Asbestos air samples will be analyzed using phase contrast microscopy (PCM) in accordance with the methods outlined in AHERA/ASHARA and National Institute for Occupational Safety and Health (NIOSH) Method 7400. Clearance air samples will be analyzed using transmission electron microscopy (TEM) in accordance with the methodology described in the 1987 EPA rule, "Asbestos-Containing Materials in Schools", and 40 CFR Part 763, Subpart E, Appendix A. Ninyo & Moore and the analytical laboratory will be available to analyze and provide verbal results of TEM sampling seven days per week, 24 hours per day, when required by the SUHSD. When abatement activities are completed, a Close Out report will be submitted within 30 days of completion of the abatement activities. The Close Out report will follow the organization and content identified in Section 3.4 of the RFP.

LEAD-CONTAINING MATERIALS AND MISCELLANEOUS HBM PROJECTS

Phase I Engineering Assessment

1. Ninyo & Moore will review specifications, plans, shop drawings, contractors' means and methods of performing the proposed construction activities, and existing District Lead Inspection Reports.

2. After reviewing the available documentation, a determination will be made as to whether the existing data are adequate to confirm or negate the presence of lead in each suspect painted surface.
3. A building inspection will then be conducted in areas to be disturbed by the proposed construction activities. In addition to surveying the areas to be impacted by construction/remodeling activities for suspected lead-containing paint, the areas will be surveyed for the presence of other hazardous materials.
4. Painted surfaces and ceramic tile not previously identified as lead-containing will be tested using XRF equipment. Confirmatory bulk testing of suspect painted surfaces will be conducted where existing testing data are inconclusive. Laboratory analysis will be conducted in accordance with Section 3.2 of the SUHSD RFP. Bulk lead samples will be analyzed using either inductively-coupled plasma, atomic emission spectroscopy (ICP-AES), or atomic absorption spectroscopy (AAS).
5. An Engineering Assessment Report will be prepared that follows the outline provided in Sections 2.1.2.8 and 2.1.2.9 of the RFP. The report will contain recommendations for work practices to follow during abatement activities, and recommendations to follow to avoid disturbing lead-based paint and other hazardous materials, where possible.

Phase II Scope of Work

An abatement scope of work and specifications will be designed based on the findings of the lead and miscellaneous hazardous materials surveys conducted at each school site.

Phase III Abatement Management/Final Report

During abatement, work activities will be monitored for compliance with the abatement scope of work and specifications. Lead air and dust-wipe samples will be analyzed using AAS, in general accordance with the NIOSH Method 7082 and the USEPA Test Methods for Evaluating Solid Wastes SW 846 Series Method 7420. Ninyo & Moore and the analytical laboratory will be available to analyze and provide verbal results of clearance dust-wipe sampling seven days per week, 24 hours per day, when required by the District. When abatement activities are completed, a Close Out Report will be submitted within 30 days of completion of the abatement activities. The Close Out report will follow the organization and content identified in Section 3.4 of this RFP.

8. Professional Liability Insurance

Client#: 704 NINYOMOOR1

ACORD - CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
3/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Dealey, Renton & Associates P. O. Box 12676 Oakland, CA 94604-2676 510 465-3090 - Mandy Guo	CONTACT NAME Doris A. Chambers PHONE 510 465-3090 FAX 510 462-2193 EMAIL dchambers@dealeyrenton.com ADDRESS														
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 5710 Ruffin Road San Diego, CA 92123	INSURER AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>INSURER A</th> <th>NAIC #</th> </tr> <tr> <td>Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td>36378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A	NAIC #	Travelers Property Casualty Co	25674	INSURER B: American Automobile Ins. Co.	21849	INSURER C: Evanston Insurance Company	36378	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	6306886R247	10/03/2016	10/03/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES & EQUIPMENT \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPLETION AGG \$2,000,000
A <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRER AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	8106886R247	10/03/2016	10/03/2017	COMBINED SINGLE LIMIT (All Bodily Injury) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A <input checked="" type="checkbox"/> UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> CLAMS-MADE OF ID INTENTION	<input checked="" type="checkbox"/>	CUP6886R247	10/03/2016	10/03/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/EMPLOYEE (Excluded by primary in P&H) If yes, describe under the DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	WZP61038417	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> & Contractor's Pollution Liab.	<input checked="" type="checkbox"/>	MKL7PL0002608	04/03/2017	10/03/2018	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. A detailed Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

CERTIFICATE HOLDER *****SPECIMEN CERTIFICATE*****	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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9. Unit Rate Pricing Sheet

SCHEDULE OF FEES

Item	Description	Notes	Rate
001	HOURLY CHARGES FOR PERSONNEL		
002	Principal Engineer	Environmental Scientist	\$ 175.00
003	Senior Engineer	Environmental Scientist	\$ 166.00
004	Senior Project Engineer	Environmental Scientist	\$ 144.00
005	Certified Asbestos Consultant		\$ 144.00
006	Project Engineer	Environmental Scientist	\$142.00
007	Senior Staff Engineer	Environmental Scientist	\$130.00
008	Certified Site Surveillance Technician		\$117.00
009	Lead Project Monitor		\$117.00
010	Staff Engineer	Environmental Scientist	\$115.00
011	Technical Illustrator	CAD Operator	\$ 94.00
012	Data Processing and Reproduction		\$ 65.00
013	ENVIRONMENTAL FIELD EQUIPMENT/CONSUMABLES		
014	PID/FID Usage	Per Day	\$ 132.00
015	Air Sampling Cassettes	Cost plus 15%	
016	Level C Personal Protective Equipment	Person Per Day	\$ 58.00
017	Air Sampling Pump Usage	Per Day	\$ 48.00
018	Vehicle	Per Day	\$ 15.00
019	OTHER CHARGES		
020	Expert Witness Testimony	Per Hour	\$ 295.00
021	Asbestos Point Count Analysis	Cost plus 15%	
022	Asbestos Air Sample (Tem) 1 day TAT	Cost plus 15%	
023	Asbestos Air Sample (TEM -3-5 days TAT)	Cost plus 15%	
024	Asbestos Air Sample (PCM -1 day)	Cost plus 15%	
025	Asbestos Air Sample (PCM -3-5 days TAT)	Cost plus 15%	
026	PLM Bulk Soil Analysis	Cost plus 15%	
027	XRF Lead Analysis	Per Day	\$ 315.00
028	Lead Air and Dust Wipe Analysis	Cost plus 15%	
029	Other Direct Costs -Project Expense	Cost plus 15%	
030	Overtime rates will be charges at 1.5 times the normal hourly rate.		

10. Additional Information and Comments

K12 Related Project Experience

Oceanside Unified School District On-Call Contract, Oceanside, California

Client: Oceanside Unified School District
2111 Mission Road, Oceanside, California 92054
Ms. Cheryl Gaston, 760/966-4077

Year Completed: On-going

N&M Fees: \$475,000

Project Type: Modernization

Since early 2004, Ninyo & Moore has been one of Oceanside Unified School District's (the District) As-Needed HBM Management and Industrial Hygiene Consultants for the District's School Modernization Program Management Group. The services under our reoccurring on-call contracts have included performance of employee right-to-know training; performance of ACM, LCM, and microbial surveys; specification preparation services as required under Title 24 of the California Code of Regulations; and contractor observation and monitoring services during abatement projects. We have been an integral member of the design/construction team on the modernization of numerous elementary, middle, and high school sites, having conducted ACM, LCM, and other hazardous building materials surveys (HBMS) throughout the District's footprint. The typical purpose of the surveys is to identify the locations of ACM, LCM, and other hazardous building materials in and on the school sites to facilitate the removal of the materials, by a qualified contractor. Ninyo & Moore personnel oversee the removal and abatement activities and perform air monitoring. Project tasks also include the preparation of technical plans and abatement specifications. Due to time constraints on most abatement projects, attention to detail and project scheduling are very important in order to successfully complete the project on time. Many project phases have been completed during holiday breaks when the school buildings were unoccupied. At the completion of the abatement project, project closeout reports are generated to summarize the abatement and health and safety-related activities.



One specific project that highlights our experience with the District's is the modernization of the Mission Elementary School campus. The campus was originally constructed in the late 1940's and had been expanded in the 1960's. Ninyo & Moore conducted an ACM survey, an LCM survey, and a visual assessment of other potential hazardous building materials, including universal waste materials. Based on the results of our hazardous building materials survey (HBMS), Ninyo & Moore prepared abatement specifications for the removal of the identified HBMs.

In addition, the campus is located adjacent to the former Mission Avenue Landfill, which accepted municipal wastes. Due to the proximity of the former landfill to the campus, the County of San Diego Solid Waste Local Enforcement Agency required that a Soil Management Plan (SMP) and Community Health and Safety Plan (CHSP) be implemented during soil disturbance activities. The SMP included protocol for excavation, temporary stockpiling/storage, handling, and re-use and/or off-site disposal of landfill waste or contaminated soil and the CHSP was prepared to protect the public and surrounding land uses from potential health hazards during on-site excavation and construction activities.

With the beginning of modernization activities for the campus, abatement of ACM and LCM and removal of other potential hazardous building materials were conducted during the initial phases of the project. Ninyo & Moore worked with the general and abatement contractors to ensure timely completion of abatement notifications, as well as completion of required contractor submittal documents. Ninyo & Moore oversaw the abatement and removal activities and completed post-abatement clearance and/or wipe samples during the project. At the completion of abatement activities, Ninyo & Moore prepared a project closure document, detailing the completion of abatement activities. After abatement activities had been completed, soil disturbance activities began as more trades mobilized to the site. Ninyo & Moore worked with each of the trade contractors during soil disturbance activities, in order to determine if the CHSP action levels would be exceeded, and if landfill wastes and/or contaminated soil would be encountered.

Sweetwater Union High School District, As-Needed Hazardous Materials Survey, Assessment, and Abatement Monitoring Services, Chula Vista, California

Client: Sweetwater Union High School District
1130 5th Avenue, Chula Vista, California 91911-2896
Mr. Cesar Canizales, 619/796-7587

Year Completed: On-going
N&M Fees: \$500,000
Project Type: Modernization

Since 2002, Ninyo & Moore has worked with the District on its As-Needed Hazardous Building Materials (HBM) Management and Industrial Hygiene Consultants for the District's School Modernization Program Management and Industrial Hygiene Consulting Services. Our services under this contract included review of District's Asbestos Hazard Emergency Response Act (AHERA) reports, performance of ACM, LCM, microbial and indoor air quality (IAQ) surveys; employee right-to-know training; specification preparation services as required under Title 24 of the California Code of Regulations; and contractor observation and monitoring services during abatement projects. We have been an integral member of the teams involved in the modernization of the Chula Vista Middle, Chula Vista High, Mar Vista High, National City Middle, and Sweetwater High School sites, having conducted ACM and LCM surveys at each of these campuses. The purpose of the surveys was to supplement previous asbestos and lead survey reports that had been completed for the campuses. After identifying the locations of ACM and LCM at the campuses, the materials were removed by a qualified contractor under the oversight of Ninyo & Moore personnel who performed air monitoring and contractor observation during the abatement activities. Due to time constraints on the abatement projects, attention to detail and project scheduling were very important in order to successfully complete the project on time and within budget. Other services under this contract have included several emergency responses to school sites when the modernization contractor uncovered mold growth during modernization work. When this occurred, we immediately dispatched our Certified Industrial Hygienist who made common-sense decisions about the impact of the mold growth on the construction schedule, prepared a mold management specification, and provided mold abatement management services including mold awareness training to the modernization team architects, project managers, and construction personnel. According to the District's project managers, our quick response time saved potential costs from construction downtime.



Based on experience with multiple District campuses through its Bond Program Management Group, the District has directly contracted Ninyo & Moore to provide as-needed Industrial Hygiene Consulting services. Our services include ACM-related consulting services to complete AHERA six-month periodic surveillance and AHERA three-year re-inspections, in order to update the AHERA Management Plan for each of the District's campuses. The Ninyo & Moore survey team of CACs and CSSTs complete the periodic surveillances at times when the students and staff would not be interrupted by survey activities. Documentation of observations is imperative for this project because ACMs may have been abated during modernization activities. Other services have included responses to Cal-OSHA complaints, a noise assessment of the District's print shop, IAQ surveys in response to employee complaints at multiple campuses, contractor oversight and air monitoring during small abatement projects contracted directly through the District's facilities group, and preparation of a district-wide Cal/OSHA compliant Chemical Hygiene Plan. Our IAQ surveys typically include a visual inspection of the complaint area by our CIH, collection of real-time measurements for typical IAQ parameters (e.g., carbon dioxide (CO₂) concentrations, carbon monoxide (CO) concentrations, temperature, and relative humidity) and sampling for airborne contaminants of potential concern (e.g., organic vapors, hydrogen sulfide, particulate matter, etc.); usage of ventilation smoke tubes to evaluate if appropriate differential pressures are being maintained; and visual inspection of the heating, ventilation, and air conditioning (HVAC) units that service the complaint areas.

San Diego Unified School District, On-Call Services Contracts, San Diego, California

Client: San Diego Unified School District
 Maintenance & Operations Center and Physical Plant Operations
 4860 Ruffner Street, San Diego, California 92111-1522
 Mr. Joe Kinkead, 858/627-7255
 Mr. Tony Raso, 858/573-5775

Year Completed: On-going
N&M Fees: \$5,000,000 (estimated through end of current contract)
Project Type: Modernization

Since 2009, Ninyo & Moore has provided on-call, as-needed hazardous materials testing services at more than 30 school campuses throughout the San Diego Unified School District (SDUSD). Projects have included review of previously prepared ACM surveys and LCM testing reports, ACM sampling and analysis, XRF testing, air sampling and contractor observation during abatement activities, and post abatement air and dust wipe clearance sampling. Sites have included elementary, middle, and high school campuses. Our scope of services is designed in coordination with the Physical Plant Operations Staff in order to achieve timely completion of the testing or clearance sampling services. Additional services under this contract have included soil sampling at various ROTC ranges at several high school campuses and drinking water sampling and analysis in response to concerns raised by parents.



Under prior agreements with SDUSD, Ninyo & Moore conducted pre-demolition ACM and LCM surveys for the proposed Burbank Elementary School, Laura T. Rodriguez Elementary School, Normal Heights Elementary School sites, and expansions of the Lincoln High School and Jefferson Elementary School. The surveys were conducted as part of the acquisition and demolition projects for the construction of the new schools and campus expansion projects. Over seventy-five single and multi-unit residential buildings were assessed as part of the project surveys. The projects included close coordination of building surveys with the SDUSD representative and budgetary tracking by individual parcel number. The Ninyo & Moore project manager had a close working relationship with the SDUSD representative and was available at all times for this project. On-site safety was important to protect inspectors from hazards that were encountered such as mold growth, damaged ACM, parasite and insect infestations, vagrants, human waste, and hypodermic needles. Destructive sampling of suspect ACM was performed in conjunction with testing of surfaces to evaluate lead content utilizing our portable x-ray fluorescence (XRF) spectrum analyzer. ACM laboratory data and XRF data were reviewed, ACM and LCM materials were quantified, and survey reports were generated for hazardous materials abatement contractors. Surveys were completed within a few days of building availability and the reports were provided on a quick turn around basis. All portions of the project were completed on time and under budget with no contractor change orders resulting from our surveys.

Ninyo & Moore has also been contracted by the SDUSD's Facilities Planning and Construction Project Management Department (FPC) to update to its existing asbestos- and lead-related construction specifications. The updates are being performed as part of an overhaul of the existing Master Spec Master format system in use by the FPC and were designed in coordination with the Physical Plant Operations (PPO) Staff. The updated specifications are being used as the standard template for all Proposition S projects that will involve asbestos and/or lead-related construction, and are also used by the PPO staff for small-scale projects.

Ninyo & Moore

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H. M. Pitt Labs, Inc.

February 24, 2017

Ms. Elaine Bigornia
Risk Management
Sweetwater Union High School District
1130 5th Ave
Chula Vista, Ca. 91911-2896

Re: Bid Prices for Hygiene Services – Up-dated Price Schedule for 2017-2018

Dear Ms. Bigornia,

Please accept below our proposed price scheduling for hygiene services:

Mold Services

Test	24-hr	48-hr	72-hr	96-hr	120-hr
Call Out	\$250.00 Flat Fee Normal Business Hours				
Daily Monitoring	\$425.00 Up to 8-hrs Normal Business Hour				
Air Cassette	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Tape Lift	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Remediation Plan	\$150.00 Flat Fee				
Investigation Report	\$75.00 Flat Fee				
Calcium Chloride Test	N/A	N/A	N/A	\$150.00	N/A

Asbestos Services

Test	24-hr	48-hr	72-hr	96-hr	120-hr
Call Out Fee	\$250.00 Flat Fee Normal Business Hours				
Daily Monitoring	\$425.00 Up to 8-hrs Normal Business Hours				
Bulk PLM	\$20.00	\$15.00	\$12.00	\$10.00	\$8.00
PCM Air Cassette	\$20.00	\$15.00	\$12.00	\$10.00	\$8.00
400 Point Count	\$80.00	\$40.00	\$35.00	\$30.00	\$30.00
Gravimetric 1000 pts	N/A	\$150.00	\$125.00	\$120.00	\$110.00
Abatement Plan	\$350.00 Flat Fee				

February 24, 2017

Page 2

Lead Services

<u>Test</u>	<u>24-hr</u>	<u>48-hr</u>	<u>72-hr</u>	<u>96-hr</u>	<u>120-hr</u>
Call Out	\$250.00 Flat Fee Normal Business Hours				
Daily Monitoring	\$450.00 Up to 8-hours Normal Business Hours				
Paint Chip Sample	\$30.00	\$20.00	\$15.00	\$12.00	\$10.00
XRF On Site	\$200.00 plus Call Out Fee				
Abatement Plan	\$350.00 Flat Fee				

Should you have any questions, you may reach me at the lab.

Thank you,



Glenn W. Montague
Director of Operations
H. M. Pitt Labs, Inc.



April 14, 2017

Batch Ref#: N/A

Attn: Stephanie Napier, Planning Specialist
c/o Sweetwater Union High School District
1130 Fifth Avenue Avenue
Chula Vista, CA 91911

Estimated Construction Duration: Not Provided
Project Inspector: Daniel Berghoff, CL 3, #3189
DSA Application/Approved Plans: **Pending**

PROJECT: AT&T CELL SITE UPGRADE (SS0007) at MONTGOMERY HIGH SCHOOL
SUBJECT: PROPOSAL FOR DSA INSPECTOR OF RECORD SERVICES

Dear Stephanie,

This proposal has been generated for your kind review and approval in reference to the subject project(s) noted above. Construction Quality Assurance Group, LLC shall provide the required and/or approved quality assurance (QA) management, inspection and materials testing oversight services. All services shall be performed in accordance with the requirements of CBS, Title 24. In the event an actual *construction schedule*, and/or *approved* set of construction documents (plans and specs) are not provided, services/costs may be affected. Estimated services and costs are based on similar types of construction previously performed by CQAG staff. A general service *scope of work* breakdown (not limited to) is listed below for your records. Should you have any further questions, or concerns, please feel free to contact me directly at 858.967.5824.

SCHEDULE OF SERVICES

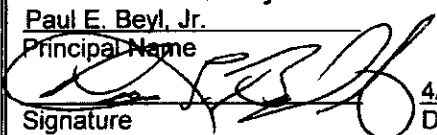
I. Project Inspector:

- 1) Project inspection of all phases of work, as required by Title 24
- 2) General verification and observation of all construction activities
- 3) Scheduling and monitoring of assistant inspectors, test lab, and special inspectors as required
- 4) Organize and maintain project files/logs and review submittals as required for inspection of work
- 5) Assist, maintain and review as-built drawings as required
- 6) Attend meetings as directed by District and A&E-of-Record
- 7) Compile, maintain and distribute all required reporting
- 8) Assist on close-out/punch list as required
- 9) DSA Inspection Card (IC) sign-off system will be implemented as required
- 10) Report typing and distribution to owner, architect, structural engineer, construction manager and DSA of all inspection reports to include project inspector and special inspectors, as required

II. Project Start-Up/Familiarization & Close-out (Included)

- 11) Includes closeout assistance in addition to DSA Inspection Card (IC) sign-off system as required.

NOT-TO-EXCEED ESTIMATE AND UNIT RATE: 40 hours at \$97.50/hr.....\$3,,900.00

PLEASE SIGN AND RETURN TO OUR OFFICES VIA EMAIL OR FAX UPON ACCEPTANCE.	
Construction Quality Assurance Group, LLC. Paul E. Beyl, Jr. Principal Name  Signature 4/14/17 Date	SUHSD Representative _____ Client _____ Signature _____ Date

April 14, 2017
Proposal No. P02-00915

Ms. Janea Quirk
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services
Southwest High School Bleacher Replacement
1685 Hollister Street, San Diego, California 92154

Dear Ms. Quirk:

In response to your request, we are pleased to present this proposal to perform geotechnical, special inspection, and materials testing services during construction activities associated with the Southwest High School Bleacher Replacement project. This proposal is based on our review of DSA-approved project plans and specifications. Based on our correspondences with you, we understand that the project construction will occur June 3, 2017 to September 30, 2017. Once a contractor's project schedule has been prepared, this proposal may be revised as appropriate.

Based on the documents described above, we understand that the project will include the replacement of the existing bleachers in the gymnasium, demolition and replacement of the existing concrete slab in from of the ticket booth and adjacent restroom floors, and modifications to the women's and men's restrooms and ticket booth. Further improvements will include ADA ramp and gate upgrades and associated parking signage.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical, special inspection, and materials testing services during the gymnasium, restroom and ticket booth upgrades, the preparation of subgrade for the ticket booth and restroom slabs, and construction of the site improvements. We anticipate our scope of services for this project to include the following:

Geotechnical Observation and Testing

- Attending preconstruction and site meetings, as requested.
- Providing field technician services for observation and in-place density testing during earthwork operations including preparation of subgrade, aggregate base and placement of asphalt concrete (AC) pavements.
- Geotechnical laboratory testing of the materials used for fill, subgrade, aggregate base and asphalt concrete materials. The tests performed are anticipated to include modified Proctor density/optimum and moisture content. Tests in addition to these may be performed as appropriate.
- Preparing a Geotechnical Verified Report (DSA 293).

Materials Testing and Special Inspection Services

- Attending preconstruction and site meetings, as requested.
- Performing review of concrete mix design.
- Performing sampling and tagging of reinforcing steel at the supplier's facility. It is anticipated that the supplier's facility will be located within San Diego County. Per DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to the laboratory for conformance testing. After laboratory testing, the fabricated steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel.
- Providing field technician services for batch plant inspection during production of structural concrete including checking mix design, monitoring batch weights, and communications with on-site personnel.
- Performing sampling and testing at the site by our ACI technician during placement of the structural concrete. Our technician will sample the fresh material and measure its temperature, and slump, as well as cast one set of four concrete cylinders for every 50 cubic yards placed, or fraction thereof, during a day's placement as specified by the project specifications.
- Performing special inspection of field welding by our certified inspector, if performed in the construction of the gate installation.
- Performing inspection of anchor bolt, and epoxy anchor installation by a certified special inspector, if requested.
- Performing load testing of post-installed anchors and epoxy dowels.

- Performing shop fabrication inspection of the bleacher assembly, unless pre-approved by DSA.
- Performing special inspection of wood diaphragm nailing, if requested.
- Laboratory testing including reinforcing steel.
- Preparing Special Inspection Verified Reports (DSA 292) and a Laboratory Verified Report (DSA 291).

FEE ESTIMATE

The geotechnical, special inspection, and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with our current schedule of fees. We estimated a fee for the services described above will be approximately \$9,550 (Nine Thousand Five Hundred Fifty Dollars). A breakdown of this fee is presented in the attached Table 1. The cost associated with the inspection of epoxy dowel/wedge installation, field welding, wood diaphragm nailing, and shop fabrication in the event the project inspector requests these services is presented as add alternate items and is not included in the fee estimate. Typically, the Project Inspector also performs reinforcing steel and reinforced concrete placement inspection. In the event the project inspector wants these services performed by our inspector we have provided estimated costs as add alternate services at the bottom of Table 1. The estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted, that the performance of the subcontractors can substantially effect the duration of our services.

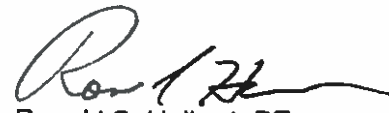
Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with our current schedule of fees. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward your contract documents.

Respectfully submitted,
NINYO & MOORE



Lydia L. Barrow
Senior Staff Engineer



Ronald S. Halbert, PE
Principal Engineer

LLB/RSH/kh

Attachment: Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

GEOTECHNICAL OBSERVATION AND TESTING			
Senior Field/Laboratory Technician	16 hours @ \$ 95.00 /hour	\$ 1,520.00	
Proctor Density - D 1557 & D 698	1 test @ \$ 200.00 /test	\$ 200.00	
Subtotal			\$ 1,720.00
MATERIALS TESTING AND SPECIAL INSPECTION			
Concrete/Asphalt Batch Plant Inspector	12 hours @ \$ 95.00 /hour	\$ 1,140.00	
ACI Concrete Technician	16 hours @ \$ 95.00 /hour	\$ 1,520.00	
Pull Test Technician and Equipment	16 hours @ \$ 97.00 /hour	\$ 1,552.00	
Senior Field/Laboratory Technician, Tag & Sample	4 hours @ \$ 95.00 /hour	\$ 380.00	
Field/Laboratory Technician, Sample Pickup	4 hours @ \$ 95.00 /hour	\$ 380.00	
Compression Tests, 6x12 Cylinder, C 39	16 tests @ \$ 25.00 /test	\$ 400.00	
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	4 tests @ \$ 55.00 /test	\$ 220.00	
Subtotal			\$ 5,592.00
PRECONSTRUCTION MEETING, PROJECT MANAGEMENT, AND REPORT PREPARATION			
Principal Engineer/Geologist	2 hours @ \$ 168.00 /hour	\$ 336.00	
Senior Engineer/Geologist	8 hours @ \$ 164.00 /hour	\$ 1,312.00	
Senior Staff Engineer/Geologist	4 hours @ \$ 141.00 /hour	\$ 564.00	
Subtotal			\$ 2,212.00
TOTAL ESTIMATED FEE - BASE SERVICES			\$ 9,524.00
ADD ALTERNATE SERVICES			
Structural Steel/Field, Special Inspector	8 hours @ \$ 95.00 /hour	\$ 760.00	
Structural Steel/Wood Nailing, Special Inspector	4 hours @ \$ 95.00 /hour	\$ 380.00	
Epoxy Dowel, Special Inspector	8 hours @ \$ 95.00 /hour	\$ 760.00	
Structural Steel/Shop, Special Inspector	8 hours @ \$ 95.00 /hour	\$ 760.00	
Subtotal			\$ 2,660.00

April 14, 2017
Proposal No. P02-00916

Ms. Janea Quirk
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services
Southwest High School Modular Classroom Replacement
1685 Hollister Street
San Diego, California

Dear Ms. Quirk:

In response to your request, we are pleased to present this proposal to perform geotechnical, special inspection, and materials testing services during the removal and replacement of the existing modular classrooms at the Southwest High School campus in San Diego, California. This proposal is based on our review of DSA-approved project plans and specifications. Based on our correspondences with you, we understand that the project construction will occur June 3, 2017 to September 30, 2017. Once a contractor's project schedule has been prepared, this proposal may be revised as appropriate.

Based on the documents described above, we understand that the project will include the replacement of the existing modular classrooms which are located to the south of the gymnasium. Four existing classrooms will be replaced with four interconnected classrooms within the existing footprint. It is our understanding that the modular structures are being relocated from another location and shop fabrication will not be required. Minor field modification of access ramps will be performed on site to meet ADA requirements. Additional improvements will include installation of underground utilities.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical, special inspection, and materials testing services during the installation of the replacement modular classrooms and installation of underground utilities. We anticipate our scope of services for this project to include the following:

- Attending preconstruction and site meetings, as requested.
- Providing field technician services for observation and in-place density testing during earth-work operations including utility trench backfill and placement of asphalt concrete (AC) pavement.
- Geotechnical laboratory testing of the materials used for backfill, aggregate base and asphalt concrete materials. The tests performed are anticipated to include modified Proctor density/optimum and moisture content. Tests in addition to these may be performed as appropriate.
- Performing special inspection of field welding by our certified inspector.
- Performing ground rod testing.
- Performing shop fabrication inspection of the access ramps, if new ramps are constructed. Services would be performed on a time and materials basis and are not included in this proposal.
- Preparing a Geotechnical Verified Report (DSA 293).
- Preparing Special Inspection Verified Reports (DSA 292) and a Laboratory Verified Report (DSA 291).

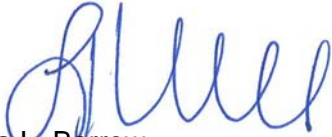
FEE ESTIMATE

The geotechnical, special inspection, and materials testing services described above will be provided on a time-and-expense basis accrued in accordance with our current schedule of fees. We estimated a fee for the services described above will be approximately \$4,450 (Four Thousand Four Hundred Fifty Dollars). A breakdown of this fee is presented in the attached Table 1. The estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted, that the performance of the subcontractors can substantially effect the duration of our services.

Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials, in accordance with our current schedule of fees. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward your contract documents.

Respectfully submitted,
NINYO & MOORE



Lydia L. Barrow
Senior Staff Engineer



Ronald S. Halbert, PE
Principal Engineer

LLB/RSH/kh

Attachment: Table 1 – Breakdown of Estimated Fee

Distribution: (1) Addressee

TABLE 1 – BREAKDOWN OF ESTIMATED FEE

GEOTECHNICAL OBSERVATION AND TESTING			
Senior Field/Laboratory Technician	24 hours @ \$ 95.00 /hour	\$	2,280.00
Proctor Density - D 1557 & D 698	1 test @ \$ 200.00 /test	\$	200.00
Subtotal			\$ 2,480.00

MATERIALS TESTING AND SPECIAL INSPECTION			
Structural Steel/Field, Special Inspector	8 hours @ \$ 95.00 /hour	\$	760.00
Field/Laboratory Technician, Ground Rod	4 hours @ \$ 95.00 /hour	\$	380.00
Subtotal			\$ 1,140.00

PRECONSTRUCTION MEETING, PROJECT MANAGEMENT, AND REPORT PREPARATION			
Principal Engineer/Geologist	1 hour @ \$ 168.00 /hour	\$	168.00
Senior Engineer/Geologist	4 hours @ \$ 164.00 /hour	\$	656.00
Subtotal			\$ 824.00

TOTAL ESTIMATED FEE - BASE SERVICES			\$ 4,444.00
--------------------------------------------	--	--	--------------------



April 27, 2017

Ms. Janea Quirk
Planning Project Manager
Planning and Construction
Sweetwater Union High School District
1130 Fifth Avenue
Chula Vista, California 91911
Phone: (619) 585-4439
Email: janea.quirk@sweetwaterschools.org

**RE: Proposal for Hazardous Materials Consulting Services
Southwest High School
Portable Building (Rooms 901-904)
1685 Hollister Street
San Diego, California 92154
Proposal No. P-517099**

Dear Ms. Quirk:

As per your request, listed below is our scope of work and fees for the project referenced above.

OBJECTIVE

The objective of this project, as understood by Vista Environmental Consulting, Inc. (VISTA) is to provide hazardous materials consulting services for Sweetwater Union High School District (SUHSD) consisting of hazardous materials abatement monitoring at Portable Buildings (Rooms 901, 902, 903, 904) within the campus of Southwest High School located at 1685 Hollister Street in the City and County of San Diego, California (the Project Sites).

It is our understanding that the hazardous materials abatement is to be performed in preparation for building demolition activities.

SCOPE OF SERVICES

Task 1 - Hazardous Materials Abatement Oversight, Daily Monitoring and Clearance Inspection

Hazardous materials consulting services for asbestos, lead and universal wastes (UW) will be performed in adherence with applicable federal, state and local regulations. VISTA will utilize asbestos and lead-certified personnel considered to be either Cal/DOSH Certified Asbestos Consultants (CACs), Certified Site Surveillance Technicians (CSSTs)/AHERA Trained and/or CDPH Lead-Related Construction Inspector-Assessors/Sampling Technicians/Project Monitors. The following is proposed:

- a. VISTA will perform preconstruction consulting services consisting of attending required project meetings, job walks and related activities. Responses to request for information (RFIs) will be prepared as necessary.
- b. VISTA will collect and review the Abatement Contractor submittals, including, but not limited to worker documentation, worker certification and regulatory notifications as identified in the specifications for this project PRIOR to the start of the project.
- c. During the project, VISTA will review ongoing and updated certifications as personnel and processes change.
- d. VISTA will perform daily observation and monitoring of the removal of the identified hazardous materials. Monitoring includes the collection of background, in-progress air samples, as necessary for asbestos and lead.
- e. During asbestos abatement activities, VISTA will conduct daily air monitoring utilizing Phase Contrast Microcopy (PCM) using NIOSH 7400 Method for asbestos.
- f. VISTA will review the Abatement Contractor's performance of proper containment, removal techniques and compliance with applicable regulations as pertaining to the removal and proper disposal of the identified hazardous materials.
- g. At the completion of the hazardous materials abatement activity, VISTA will perform a final visual inspection of the abatement area to confirm that the contractors removed these materials in accordance with the project scope of work and specifications.
- h. VISTA will record daily activity on field forms that inform the client of what occurred on the site as it pertains to the abatement.
- i. VISTA will issue Clearance Speed Memos for each area of successful remediation.

- j. VISTA will prepare a closeout report documenting the scope of work, progress, and successful completion of the project. VISTA field documentation, as well as the contractor's records, government agency notifications, applicable licenses, certifications and completed waste manifests, will be included in this closeout report.

SCHEDULE

We can begin this project upon receipt of your written authorization. This project is anticipated to require two working (8-hour) days to complete the abatement monitoring.

EXCLUSIONS AND LIMITATIONS



Access shall be arranged by SUHSD



Subsurface investigations are not included

FEES

The time and materials fee for the Scope of Services as outlined above will be a not-to-exceed amount of **\$2,378.00** for Task 1. Cost details are below:

Task 1		
Description	Rate	Fee
Project Manager	6 hrs @ \$125/hr	\$750.00
Hazardous Materials Abatement Monitoring (CSST Sampling Technician)	16 hrs @ \$80/hr	\$1,280.00
PCM Asbestos Air Samples (Same Day TAT)	8 @ \$8.00	\$48.00
Final Certification & Closeout Report	1 hr @ \$50/hr (Clerical) 2 hrs @ \$125/hr (PM)	\$300.00
Total Estimated Fees		\$2,378.00

In the event additional services are requested, services will be provided according to the ***As-Needed Rates between the District and Vista Environmental Consulting***. For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal as accepted. If this Proposal is acceptable, then please return the signed page of this proposal or a notice to proceed (NTP).

We look forward to working with you on this project. If you should have any questions please feel free to contact Stephen Reese at the office (858.412.4715), mobile phone (858.761.8188) or email (steve.reese@vista-env.com).

Respectfully submitted,
Vista Environmental Consulting, Inc.



Stephen S. Reese
Senior Project Manager
Certified Asbestos Consultant #05-3853
CDPH Lead Inspector-Assessor/Project Monitor #13938

Proposal Acceptance:

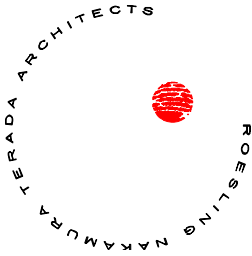
**Proposal for Hazardous Materials Consulting Services
Southwest High School
Portable Building (Rooms 901-904)
1685 Hollister Street
San Diego, California 92154
Proposal No. P-517099**

Print Name:_____

Signature:_____

Date:_____

Purchase Order#:_____



Roesling Nakamura Terada Architects
www.rntarchitects.com
363 Fifth Ave | Ste 202 | San Diego CA 92101 | P 619.233.1023 | F 619.233.0016

Ralph Roesling
Kotaro Nakamura
Mun Ying Kung
Chikako Terada
Joe Mansfield
Rommel Olaes
Raul Diaz
Tyson Cline

April 21st, 2017

Mr. Trent Carr, Project Manager
SWEETWATER UNION HIGH SCHOOL DISTRICT
1130 Fifth Avenue
Chula Vista, CA 91911

Re: Proposal for architectural services for Southwest Middle School
relocatable classrooms – **REVISION 2**

Dear Trent,

Thank you for the opportunity to present this proposal for professional services for the addition of relocatable classrooms at Southwest Middle School. ***We have revised our proposal to reflect the elimination of sinks in the classrooms and to omit the programming phase, the design development deliverables and the reimbursable expenses.***

Please do not hesitate to call if you have any questions.

Sincerely,

Chikako Terada, Principal
ROESLING NAKAMURA TERADA ARCHITECTS, INC.

cc: Shari Leiton
Kat Brown
Luc Allard
File

SOUTHWEST MIDDLE SCHOOL RELOCATABLE CLASSROOMS

PROJECT DESCRIPTION

The project includes the installation of 3 new relocatable classrooms adjacent to the group of relocatable classrooms next to the sports field. Toilets, sinks and drinking fountains are not included. Relocatable classroom manufacturer will provide pre-checked (PC) drawings including but not limited to structural, electrical and mechanical design. Pre-checked ramps will also be used.

TASK I: FIELD INVESTIGATION AND CONFIRMATION OF PROGRAM REQUIREMENTS

Item 1.1 Space plan confirmation

The Architects shall review the current proposed location with the District and verify the scope.

Task 1.2 Coordination of consultants

The Architect will coordinate the design effort with the sub-consultants as required. A topographical survey will be performed.

Task 1.4 Meetings

Architect shall attend one design meeting with the District during this phase.

TASK II: CONSTRUCTION DOCUMENTS/DSA APPROVAL

Task 2.1 Construction documents

Upon confirmation of the scope, Architect shall prepare construction documents consisting of drawings that set forth, in detail, the construction requirements of the project. These documents shall be suitable for obtaining DSA approval, final pricing, and construction for the project.

Task 2.2 Coordination of consultants

The Architect will coordinate the construction document efforts with the Contractor's consultants and Owner's consultants, as required.

Task 2.3 Opinion of cost and value engineering

Architect shall prepare an opinion of probable construction cost and "value engineering" recommendations if needed. Architect shall make revisions to the documents if so agreed.

Task 2.4 DSA submittal / coordination

The Architect will provide assistance in obtaining DSA approval and will make revisions to the documents as required for approval by DSA. It is assumed that the DSA over-the-counter process can be used.

Task 2.5 Meetings

Architect shall attend up to two design coordination meetings with the District during this phase.

Task 2.6 Deliverables

As specified in the contract agreement.

TASK III: BID SUPPORT/CONSTRUCTION ADMINISTRATION

Task 3.1 Bid coordination

Architect will answer questions and prepare addenda to the construction documents during the bidding phase.

Task 3.2 Construction observation

The Architect will provide construction administration services as set forth under the contract agreement for a period estimated to 4 weeks.

Architect will respond to Contractor's requests for information (RFI), process Contractor's submittals, and review change order requests and progress payments.

Architect will process change orders and CCDs as well as required paperwork through DSA.

Task 3.3 Meetings

The Architect will attend pre-construction and job site meetings, as well as visit the site to generally observe the progress and quality of the work.

Task 3.4 Project close-out

Architect will assist Contractor in preparing a punch list at the end of construction; review operating manuals, review warranty/guarantee information, review lien releases, prepare DSA's final verified report and other documentation as required.

SCHEDULE OF FEES

Architecture - RNT	\$17,754.00
Civil engineering – BergerABAM	\$11,700.00
Electrical engineering – Misean	\$ 6,200.00
Total:	\$ 35,654.00

SERVICES NOT INCLUDED

Survey of entire campus (survey will be limited to area surrounding new relocatable buildings)
Soils/geotechnical investigations, testing and reports
Hazardous materials testing/reports/remediation
Signage/graphics beyond core required
Information services system design
Acoustical engineering
Environmental studies, documentation and approvals
Traffic engineering
Interior design and furnishings
Off-site engineering
Electrical service upgrade
Domestic water service upgrade
Fire protection system design
Underground utility location
Permit and plan check fees
Path of travel improvements to main campus access points and restrooms
Restroom improvements
Parking lot improvements
Fence design
Modifications to classrooms (classrooms will be installed as delivered)
Foundation and other structural design
Short circuit and coordination studies
Alternative energy studies and design
Emergency generator and UPS design
FF&E
Equipment selection
A/V, intrusion detection, CCTV systems design
Plumbing fixtures and connections



STRUCTURAL ENGINEERING • CIVIL ENGINEERING • SURVEYING • LAND PLANNING

April 18, 2017

Mr. Trent Carr

Sweetwater Union High School District

Planning and Construction

1130 Fifth Avenue

Chula Vista, CA 91911

P: 619.407.4973

E: trent.carr@sweetwaterschools.org

Project: **Sweetwater Union High School District
Hilltop High School-ADA Ramp Lighting Design
555 Claire Avenue
Chula Vista, CA 91910**

Dear Mr. Carr,

Thank you for the opportunity to provide you with our additional services request for lighting design for the ADA ramp project at Hilltop High School. They are included as exhibits "A" and "B", attached.

Please call us if you have any questions.

Respectfully,

Burkett & Wong Engineers

A handwritten signature in blue ink, appearing to read 'AW', is written over a faint, stylized blue line that forms a large, sweeping 'A' shape.

Ambrose Wong, PE, QSD
Principal

Encl: Exhibit A – Lighting Design – Civil Engineering coordination
Exhibit B – Lighting Design – Electrical Engineering (sub-contract)

EXHIBIT "A"
Sweetwater Union High School District
Hilltop High School-ADA Ramp
555 Claire Avenue
Chula Vista, CA 91910
Lighting Design – Civil Engineering Coordination Scope of Work and Fee

Lighting Design – Civil Engineering Coordination

1. Coordinate design between civil and electrical engineers and with SUHSD.
2. Compile electrical engineering drawings with civil and structural engineering drawings and submit to the DSA San Diego regional office for review.
3. Coordinate electrical engineer's review and response to DSA redlines and plan check comments.

Lighting Design-Civil Engineering Coordination Fee: \$1,000

Civil Engineering Assumptions and Exclusions

1. All civil engineering assumptions and exclusions of BWE's original contract with SUHSD remain in effect.

EXHIBIT "B"
Sweetwater Union High School District
Hilltop High School-ADA Ramp
555 Claire Avenue
Chula Vista, CA 91910
Lighting Design - Electrical Engineering Scope of Work and Fee

Lighting Design – Electrical Engineering (sub-contract)

1. Subcontract the services of an electrical engineer to lighting for the new ADA ramp at Hilltop High School.
Lighting will consist of new pole lights to match existing poles and fixtures at the amphitheater.

Lighting Design – Electrical Engineering (sub-contract) Fee: \$5,500 + 15% = \$6,325



EXHIBIT "B"

T U R P I N & R A T T A N
ENGINEERING, INC.

CONSULTING ENGINEERS

4719 PALM AVENUE
LA MESA, CA 91941-5221

619 / 466 / 6224
FAX / 466 / 6233

■ April 17, 2017

BWE, Inc.
9449 Balboa Avenue
Suite 270
San Diego, California 92123

Attention: **Ambrose Wong**

Subject: **SUHSD Hilltop High School**
 Pole Mounted Lighting to Support New Ramp
 Electrical Engineering Fee Proposal
 TREI P17148.S00

Dear Ms. Wong:

Turpin & Rattan Engineering, Inc. is pleased to present our fee proposal to provide professional electrical engineering and design services for the above-mentioned project. In accordance with the requirements set forth in your email dated April 12, 2017 we have developed the following project description and scope of work per phase to determine the level of effort necessary to complete this project.

Project Description:

The project will consist of a maximum of four (4) new pole mounted light fixtures to support the new ramp near the existing Amphitheater.

The electrical scope of work will include site power distribution, grounding, and exterior pole mounted lighting.

The scope also includes site utility coordination, specifications, Title 24 Energy Code compliance forms, bidding phase assistance, construction administration and record drawings.

This proposal assumes the Architect will coordinate and perform the Plan Check submittal process and our attendance will not be required.



EXHIBIT "B"

Scope of Services - Construction Document Phase:

The scope of services for the Construction Document Phase of work will consist of plans and specifications suitable for bidding purposes, which will include the following tasks and/or electrical system designs. The contract documents will conform to the standard of care for a project of this type, size, and complexity. The design and engineering for this phase of the work will comply with accepted electrical engineering practices.

Scope of Electrical Services

- a. Preliminary calculations to verify capacity of existing electrical circuit(s) feeding the existing light fixtures in the area.
- b. Field investigation will be performed to confirm information shown on Client provided as-built drawings and to determine visible as-built conditions as they relate to the project area.
- c. Equipment lists and associated catalog cut sheets will be provided by the District for any District furnished equipment requiring electrical connections.
- d. Coordination among the A/E team members will continue throughout the design phase.
- e. Selective demolition drawings will be completed as necessary.
- f. Exterior lighting design will be completed, serving the new ramp. Lighting design will include footcandle calculations, lighting controls, and light fixture selection for review by the client. In absence of client's specific footcandle requirements, the standards set forth by Illuminating Engineering Society (IES) will be followed. All signage (if any) will be specified by the Architect.
- g. The exterior lighting design will comply with the California Title 24 Energy Code and any outdoor lighting ordinances adopted by the local municipality.
- h. Title 24 Energy Code exterior lighting compliance forms will be completed and shown on the drawings.
- i. Branch circuiting of wiring devices will be completed.
- j. Partial power distribution system single line diagram will be finalized showing related portions of the existing electrical distribution system along with the alterations and additions necessary to provide power to the new equipment.
- k. Panelboard schedules will be completed for the existing panelboards that are planned to be modified.
- l. Specifications will be completed for all electrical components of the project. Specifications will utilize the 2004 CSI format.
- m. Agency review and plan check corrections will be completed. Submittal to the DSA will be performed by the Architect.



EXHIBIT "B"

Scope of Electrical Services - Bidding and Award Phase:

The scope of services during this phase of work will include the following tasks and services:

- a. Issue construction document clarifications and addenda.
- b. Respond to the bidders questions via the addendum method. The District and/or BWE will handle all communication with the contractors.
- c. Review with the District and BWE the contractor's bids and review any pre-construction substitutions proposed by the contractors.

Scope of Electrical Services - Construction Administration Phase:

The scope of services for the Construction Administration Phase will include the following tasks and services:

- a. Review of the electrical sub-contractor's submittals for conformance with the general design concept. Submittals will be reviewed for general compliance with the Construction Documents. Reviews of each system or product will be limited to two (2) submittals. If additional reviews for the same system, not necessarily the same manufacturer, are required then the provisions of Additional Services of this proposal will apply.
- b. Attend one (1) construction meeting during the construction interval.
- c. Respond to the electrical sub-contractor's questions and inquiries regarding interpretation of the plans and specifications.
- d. Issue addenda and construction change directives (DSA CCDs).
- e. Review the contractor's testing results for compliance with specified parameters.
- f. Attend a scheduled site visit near completion of the project, to review the installation and construction, in general, and compare their conformance with the Contract Documents (plans and specifications). If additional site visits are required, the provisions of Additional Services herein will apply.

Scope of Electrical Services - Project Closeout Phase:

The scope of services for the Project Closeout Phase will include the following tasks and services:

- a. Preparation of record drawings using addenda (DSA CCDs) and RFI's generated during construction and from drawings prepared by the electrical sub-contractors. The "record drawings" revisions will be computer drafted and incorporated into the record electrical drawings. We will not be responsible for "tracking" the changes, creating markups for the contractor or visiting the site to verify the accuracy of the contractor's markups.



EXHIBIT "B"

Services Not Included:

The following professional engineering services are not included in this proposal:

- a. Investigation of existing conditions of any "live" or energized electrical equipment that will require the removal of panel or enclosure covers. This equipment includes, but is not limited to interior wiring or bussing of panelboards, switchboards, transformers and manholes. If the building owner does not have the necessary "record drawings" of the existing systems necessary to determine the existing conditions, the client shall hire a third party, an electrical contractor, to perform this function.
- b. Investigation of existing conditions that are hidden or concealed including below grade utilities. Any existing condition that will require destructive testing to determine the existing conditions is not included. Therefore, Turpin & Rattan Engineering, Inc. cannot assume any responsibility for these "concealed" conditions or below grade conditions.
- c. Production of AutoCAD "backgrounds" or Revit models of site plans, floor plans, roof plans etc. Turpin & Rattan Engineering will be furnished with the required AutoCAD/Revit generated site and floor plans. Turpin & Rattan Engineering will be responsible for only designing and drafting the Electrical systems as outlined herein in this scope of work. In the event that AutoCAD drawings of the existing floor plans are not available, Turpin & Rattan Engineering can offer services of generating AutoCAD drawings from existing scaled "hard copy" architectural drawings. Provisions of the Additional Services will apply.
- d. Creation of initial as-built drawings.
- e. Engineering of corrections for unforeseen conditions.
- f. The completion of Title 24 Energy Code Acceptance forms. These are completed by the installing contractor.
- g. Registration of project with the California Energy Commission in Sacramento.
- h. Engagement of a third-party firm to review Construction Documents and certify Title 24 design compliance.
- i. Title 24 compliance including meetings, design tasks and documentation forms.
- j. APCD process documentation, site wide emissions, or pollutant burden analysis.
- k. Revit BIM modeling.
- l. CalOSHA/NFPA 70E Arc Flash Studies.
- m. Completion of Commissioning Plan, Commissioning Final Report, Preparation of Systems Manual and Commissioning Compliance Forms.



EXHIBIT "B"

- n. Attendance at Commissioning Functional Performance Testing.
- o. Services as Commissioning Agent.
- p. Electrical, Telephone, and Cable TV service entrance equipment modifications. Existing equipment is assumed to be of adequate capacity, has space available, code compliant and in good working order.
- q. Building power distribution, grounding, lighting, telephone, data, cable television (CATV), public address, intrusion, card access, closed circuit television (CCTV), master clock, bell, audio-visual, and fire alarm systems.
- r. Photovoltaic (PV) system design or provisions for future PV systems.
- s. Emergency or standby power system design beyond that required by Code.
- t. Temporary power for construction trailers, tools, and equipment.
- u. Off-site utility improvements.
- v. Traffic Signal control designs.
- w. Creation of as-built panelboard schedules. It is assumed that accurate schedules of the existing panelboard(s) showing present circuit descriptions and loading are available. In the absence of this information, a 30 day recording of the load on existing panelboards associated with this project to determine their suitability for use will be required. The work must be performed by a licensed electrician, at the owner's expense. Provisions of the Additional Services will apply.
- x. Assessment of electrical equipment is limited to visual observation. No testing will be performed.
- y. Electrical equipment modifications. Existing equipment to be reused is assumed to be of adequate capacity, code compliant and in good working order.
- z. Redesigns associated with Value Engineering.
- aa. Design to meet LEED certification requirements.
- bb. Electric utility "Savings by Design" Program or design and calculations work to evaluate and apply for energy efficiency rebates or incentives from local utility provider.
- cc. Opinions of probable construction costs.
- dd. Phasing and multiple construction document packages.
- ee. Plan Check submittal and permit processing.
- ff. Any other services not specifically outlined in the Scope of Services sections above.



EXHIBIT "B"

- gg. The cost of all utility engineering fees, agency-filing fees, plan check fees, or permit fees imposed by any municipality in conjunction with this project.

Additional Services:

Should additional services not included in this proposal be requested, compensation shall be hourly based on the attached rate schedule for all work performed in conjunction with the additional service or a negotiated lump sum fee.

Work shall only proceed after authorization has been received from the client.

Schedule of Submittals:

Turpin & Rattan Engineering, Inc. is prepared to work with the Architect to meet any reasonable submittal dates. Progress submittals will occur at 50% CD and 100% CD milestones.

Computer & Electronic Media Standards:

All proposed fees stated in this proposal are based on using Turpin & Rattan Engineering, Inc. in-house Computer & Electronic Media standards. Client requests for other specific standards, which vary significantly from these standards, may require additional services.

The following lists Turpin & Rattan Engineering's Computer & Electronic Media standards and formats:

1. AutoCAD 2017 for CADD drawings
2. Revit MEP 2017 for Building Information Modeling
3. Microsoft Word for Specifications and Correspondence
4. Microsoft Excel for Spreadsheets
5. SKM Powertools for Short Circuit Analysis & Coordination Study

Ownership of Electronic Media:

Both parties hereby acknowledge mutually non-exclusive ownership of the electronic files and each party may use, alter, modify, or delete the files without consequence to the other party. Due to the potential that the information set forth on the computer disks can be modified by the client, unintentionally or otherwise, the consultant reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.



EXHIBIT "B"

Summary of Proposed Engineering Fees:

The summary of the proposed electrical engineering fees are lump sum amounts as indicated below:

Basic Electrical Services:

Construction Document Phase	\$3,960.00
Bidding Phase	275.00
Construction Administration Phase	990.00
Project Closeout	275.00

Proposed Basic Services Fee	\$5,500.00
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The fees quoted in this proposal are valid for a period of 60 days from the date of the proposal.

We appreciate the opportunity to submit our electrical engineering fee proposal for this project. Should you or the client have any questions on the development of this proposal or the elements contained herein, we are available to meet and discuss the proposal at your convenience.

Sincerely,

TURPIN & RATTAN ENGINEERING, INC.

Vickie Fortie
Vice President

Attachments:

- Standard Rate Schedule

J:\17\17148.S00 - SUHSD Hilltop HS Pole Mounted Lighting to Support New Ramp\Proposals - Scope Mod\P17148.S00 Proposal 04-17-17.doc



EXHIBIT "B"

ENGINEERING FEE SCHEDULE 2017

A. Engineering and Design

- | | |
|-------------------------|-------------------|
| - Principal | \$185.00 per hour |
| - Professional Engineer | 165.00 per hour |
| - Project Manager | 135.00 per hour |
| - Senior Designer | 125.00 per hour |
| - Designer | 115.00 per hour |

B. Computer Aided Drafting

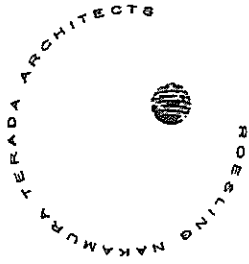
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|--------------------------|----------------|
| - Senior CADD Technician | 90.00 per hour |
| - CADD Technician | 80.00 per hour |

C. Report/Specification/Letter Typing

- | | |
|------------------|----------------|
| - Administrative | 80.00 per hour |
|------------------|----------------|

Federal Tax I.D. No.: 95-3900518

14 REG



Roesling Nakamura Terada Architects
www.rntarchitects.com
363 Fifth Ave | Ste 202 | San Diego CA 92101 | P619.233.1023 | F619.233.0016

Sweetwater Union High School District
Planning and Construction Department
1130 Fifth Avenue
Chula Vista, CA 91911-2896

March 20, 2017
Invoice No: 7679

Project 16728.00 Sweetwater HS Food Service Facilities
BID # 56-2576-TC

Professional Services for the Period: March 01, 2017 to March 31, 2017

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Schematic Design	18,600.30	86.5486	16,098.30	16,098.30	0.00
Design Development 100%	14,466.90	86.5486	12,520.90	12,520.90	0.00
Construction Documents 50%	15,500.25	58.9684	9,140.25	9,140.25	0.00
Construction Documents to DSA	15,500.25	78.3229	12,140.25	12,140.25	0.00
DSA Approval	6,200.10	0.00	0.00	0.00	0.00
Bidding or Finalized GMP	4,133.40	0.00	0.00	0.00	0.00
Construction Administration	22,217.02	0.00	0.00	0.00	0.00
Close Out	6,716.78	0.00	0.00	0.00	0.00
Total Fee	103,335.00		49,899.70	49,899.70	0.00
Total Fee					0.00

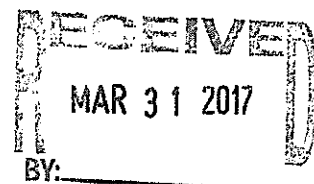
Reimbursable Expenses

Permit & Plan Check Fees	4,100.00	
Total Reimbursables	4,100.00	4,100.00
Total Project Invoice Amount		\$4,100.00

Thank you,

Chikako Terada-Hart, Principal

T.C. 4-6-17



Project	16728.00	Sweetwater HS Food Service Facilities	Invoice	7679
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Billing Backup

Monday, March 20, 2017

Roesling Nakamura Terada Architects, Inc.

Invoice 7679 Dated 3/20/2017

11:38:15 AM

Project	16728.00	Sweetwater HS Food Service Facilities
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Reimbursable Expenses

Permit & Plan Check Fees

AP 12048	3/9/2017	DSA / Sweetwater Food Service Fee / Invoice: 3.9.17, 3/9/2017	4,100.00	
Total Reimbursables			4,100.00	4,100.00
			Project Total	\$4,100.00
			Total this Report	\$4,100.00

Calculate Fees
[Print Page](#)
 Login As: MTran
[Log Off](#)
[Page Help](#)

Project Type	Estimated Amount	Contracted Amount	Change Order Amount
School (K-12) <input checked="" type="checkbox"/>	1100000	0	0

Project Submitted to DSA

☒ on or after 2/1/2016

☐ between 12/1/2014 and 1/31/2016

☐ between 6/1/2013 and 11/30/2014

☐ between 2/16/2010 and 5/31/2013

☐ before 2/16/2010

RECEIVED

MAR 08 2017

DSA - SAN DIEGO

	<input checked="" type="checkbox"/> AC	<input checked="" type="checkbox"/> F&LS	<input checked="" type="checkbox"/> F&LS Field Review	<input checked="" type="checkbox"/> SS	<input checked="" type="checkbox"/> SS Field Review	Total
Filing Fee(s)	4000.00	2240.00	960.00	5320.00	2280.00	14800.00
Additional Fee(s)	0.00	0.00	0.00	0.00	0.00	0.00
Further Fee(s)	0.00	0.00	0.00	0.00	0.00	0.00

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16,700 - PAID BY DISTRICT
TO RNT

4100 - PAID BY RNT, BUT
DISTRICT WILL REIMBURSE
RNT

14,800 -

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

40244



**ROESLING NAKAMURA TERADA
ARCHITECTS, INC.**

GENERAL ACCOUNT
363 FIFTH AVENUE, SUITE 202
SAN DIEGO, CA 92101
(619) 233-1023



JPMorgan Chase Bank, N.A.
www.Chase.com

90-7162/3222

CHECK DATE

March 9, 2017

PAY Four Thousand One Hundred and 00/100 Dollars

TO DSA
CA

AMOUNT 4,100.00

Joe M. J. [Signature]

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈040244⑈ ⑆322271627⑆ 610577285⑈

ROESLING NAKAMURA TERADA ARCHITECTS, INC. • GENERAL ACCOUNT

40244

Check Date: 3/9/2017

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
3.9.17	3/9/2017	000000012048	4,100.00			4,100.00
DSA		TOTAL	4,100.00			4,100.00
1 - Chase Bank - CHECKING	1	DSA				

115-0

SWEETWATER UNION HIGH SCHOOL DISTRICT
1130 FIFTH AVENUE, CHULA VISTA, CA 91911
(619) 691-5515



Wells Fargo Bank, N.A.

ORDER REQUISITION
AND WARRANT NO.
FUND GENERAL

35-379656

90-477/1227

County School Facilities Fund

THE TREASURER OF SAN DIEGO COUNTY, CALIFORNIA,

will pay to:

WARRANT VOID 8 MONTHS AFTER DATE OF ISSUE

WARRANT
NUMBER

AMOUNT

35-379656

\$10,700.00

DATE

02/13/2017

Division of the State Architect
San Diego Regional Office
10920 Via Frontera, Suite 300
San Diego, CA 92121

VENDOR
NUMBER

V003543

K. Michel
AUTHORIZED AGENT(S) OF THE GOVERNING BOARD

⑈35379656⑈ ⑈12220477⑈

4759037559⑈

REMITTANCE ADVICE - SWEETWATER UNION HIGH SCHOOL DISTRICT

379656

INVOICE

DATE

PO NUMBER

AMOUNT

Filing FeeSUHFoodSer

02/06/2017

533861

10,700.00

PLEASE DETACH BEFORE CASHING WARRANT

PAID BY DISTRICT
TO VENDOR

RECEIVED
MAR 08 2017
DSA - SAN DIEGO

Warrant Total: 10,700.00



May 8, 2017

Board Item - M.-3.

Issue:

Change Orders for Construction Projects.

Superintendent's Recommendation:

Ratify Change Orders for Construction Projects.

Analysis:

On July 25, 2016, in order to approve change orders and contract amendments that do not exceed statutory limitations, the board of trustees delegated authority to the superintendent, assistant superintendent of facilities and operations, chief financial officer, and director of planning and/or construction. Designated staff has reviewed and approved the changes and recommends ratification of the listed change orders.

Site	Project	Contractor	Original Contract Amount	Change Order Number	Amount	Cumulative Change Order Percentage	Project Manager	Funding Source
BVH	BVH Girls' Locker Room Relocatable	M.A. Stevens Construction, Inc.	\$352,000.00	1	\$18,191.70	5.17	Larry Moen	CSFF

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

Fiscal Impact:

Total expenditure of \$18,191.70.

Expenditure of \$18,191.70, to be paid from the County Schools Facilities Fund, Resource Code: 7777.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> M-3 Change Order Backup	Backup Material

Change Order Summary

BVH Girls' Locker Room Relocatable Bid #67-2577-LM

M.A. Stevens Construction, Inc.

Change Order No. 1

The changes in scope of this contract fall into the following categories:

<i>Reason for Change Order</i>	<i>Item Number</i>	<i>Total Amount</i>
Architectural Revisions	None	\$0.00
District-Initiated Improvements	2, 3	(\$3,121.05)
Outside Agency Mandates	5	\$4,751.14
Unforeseen Conditions	1, 4	\$16,561.61
Total		\$18,191.70

1. Extend contract duration by sixty-four calendar days. The original project completion date was January 10, 2017. The project has been extended to March 15, 2017. This includes payment for field costs for the time period in which the schedule was delayed in fabrication of the portable unit (Reference PCO #001). Increase to the contract in the amount of \$13,537.44.
2. Credit for new handrail (Reference PCO #002). Decrease to the contract in the amount of \$2,300.88.
3. Credit for two new wall-mount handicap signs and re-painted hatched walkways (Reference PCO #003). Decrease to the contract in the amount of \$820.17.
4. Additional building shop drawings required for production release by vendor of the portable unit (Reference PCO #004). Increase to the contract in the amount of \$3,024.17.
5. Upgrades door hardware to panic device (Reference PCO #009R). Increase to the contract in the amount of \$4,751.14.

Expenditure of \$18,191.70, to be paid from the County Schools Facilities Fund (Fund 35, Resource Code: 7777).

Original contract amount:	\$ 352,000.00
Previous Change Orders:	\$ 0.00
This Change Order:	\$ 18,191.70
New Contract Amount:	\$ 370,191.70

This change order combined with all other change orders results in a 5.17 percent increase to the contract.



May 8, 2017

Board Item - M.-4.

Issue:

Bid No. 67-2611-AM – Palomar High School Culinary Class Project.

Superintendent's Recommendation:

Rescind Bid No. 67-2611-AM – Palomar High School Culinary Class Project in its entirety.

Analysis:

The bid was posted on DemandStar and 31 firms were notified. The bid was advertised as required by Public Contract Code Section 20112. Four bids were received on April 26, 2017.

Staff has determined that it is in the best interest of the district to postpone the project to facilitate review of the specifications and scope to best meet the needs of the site. Therefore, staff recommends rescinding the bid in its entirety.

Architect or Engineer: Not Applicable
Project Manager: Armando Murillo

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

Fiscal Impact:

None.



May 8, 2017

Board Item - M.-5.

Issue:

Bid No. 67-2612-AM – Palomar High School Science Classroom Project.

Superintendent's Recommendation:

Rescind Bid No. 67-2612-AM – Palomar High School Science Classroom Project in its entirety.

Analysis:

The bid was posted on DemandStar and 128 firms were notified. The bid was advertised as required by Public Contract Code Section 20112. Four bids were received on April 26, 2017.

Staff has determined that it is in the best interest of the district to postpone the project to facilitate review of the specifications and scope to best meet the needs of the site. Therefore, staff recommends rescinding the bid in its entirety.

Architect or Engineer: Not Applicable
Project Manager: Armando Murillo

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org.

Fiscal Impact:

None.



May 8, 2017

Board Item - N.-1.

Issue:

Contract renewals.

Superintendent's Recommendation:

Approve the renewal of designated contracts.

Analysis:

In an effort to simplify the process for which the board of trustees reviews contracts which they previously awarded, staff has consolidated all renewals in an at-a-glance table format (please see attachment). These contracts contain options to renew for the 2017-2018 school year.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

Please refer to attachment.

ATTACHMENTS:

Description	Type
☐ Renewals Backup	Backup Material

CONTRACT RENEWALS - May 8, 2017							
VENDOR	CONTRACT #/TITLE	NOTES	ORIGINAL BOARD APPROVAL	CONTRACT TERM	CONTRACT AMOUNT	BUDGET	CONTACT PERSON FOR THIS BOARD ITEM
A & R Wholesale Distributors	Bid #56-2557-KB Cafeteria Products	Frozen - 1.3 percent increase Snacks - 1.5 percent increase	4/25/2016 N-3	7/1/2017 through 6/30/2018	\$ 6,500,000.00	Cafeteria Fund, Resource Code: 5310	Moises Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org
				TOTAL	\$ 6,500,000.00		



May 8, 2017

Board Item - P.-1.

Issue:

New Board Policy.

Superintendent's Recommendation:

Approve new Board Policy 5126.1, Associated Student Body Scholarships/Awards.

Analysis:

It is the goal of the superintendent and staff to review the district's board policies and bring new or revised policies to the board of trustees for approval.

This policy is being created to outline the processes and procedures related to student scholarships and awards.

For questions regarding this board item, please contact Karen Janney at 619/691-5555, or karen.janney@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
BP 5126.1	Backup Material

Students

BP 5126.1(a)

ASSOCIATED STUDENT BODY SCHOLARSHIPS/AWARDS

The board can establish scholarship funds and has authority over all district funds, including Associated Student Body funds. The governing board has designated oversight of the funds to the superintendent or, where a scholarship is being established at a school site, the administrator charged with overseeing Associated Student Body Organizations (ASB). With the establishment of scholarship funds, the ASB administrator will ensure that there is a school site scholarship committee, that criteria for recipients is established and that all other administrative functions necessary to monitor the fund(s) are in place.

(cf. 3452 – Student Body and Affiliated Organizations)

(cf. 3453 – ASB Procedures Manual)

Associated Student Body Scholarships

All scholarships must be established by third party donations and must not be generated from the general fund of the ASB. Scholarship grants and trusts may be accepted by the ASB student council with the approval of the board of trustees or its authorized designee. The acceptance, to be made in writing, may include all wishes as prescribed by the donor. Although criteria may be established by the donor, the donor relinquishes the right to select the recipient once the monies have been donated to the ASB. Selection of recipients must be made by the school site scholarship committee. Each scholarship and trust account must be established separately. As with any donation made to the Associated Student Body Organization, once donated, the donor may not request the remaining funds be returned to them or diverted in any other manner. Annually, the ASB designee will make a report of scholarship fund status and activities to the board of trustees.

A donor may not donate toward a specific student's scholarship. If a donor wishes to fund a specific student's higher education, the donor should transact directly with the student.

Scholarship payment directly to students is not allowed. Rather, scholarship checks must be made payable to an institution of higher learning or a college bookstore, to be used toward tuition or books and supplies. In addition, the student must provide proof of enrollment from the institution of higher learning.

Scholarship disbursements require prior approval. The approval should be documented on the expenditure approval form by the signatures of the governing board's designee, the student representative, the principal/school administrator, and noted in the student council meeting minutes.

Student Awards

The governing board can authorize awards to students for excellence. The governing board has designated the superintendent or, where a site administrator is charged with overseeing Associated Student Body Organizations with determining the award recipients. Such awards shall not exceed \$200. Letters of commendation, board resolutions, trophies, certificates,

ASSOCIATED STUDENT BODY SCHOLARSHIPS/AWARDS continued

plaques, medals, badges, pins and the like often signify awards. Annually, the ASB designee will make a report of student awards to the board of trustees.

Reference:

FCMAT

Fiscal Crisis and Management Assistance Team, ASB Accounting Manual 2015

Legal Reference:

EDUCATION CODE

35310 Scholarship & Loan Funds

44015 Employees



May 8, 2017

Board Item - P.-2.

Issue:

Revised Board Policy.

Superintendent's Recommendation:

Approve revised Board Policy 3100, Budget Criteria and Standards.

Analysis:

It is the goal of the superintendent and staff to review the district's board policies and bring new or revised policies to the board of trustees for approval.

This policy has been revised to change the amount of the established General Fund reserve to an amount that meets or exceeds two percent, or such other amount established by law.

For questions regarding this board item, please contact Karen Michel at 619/691-5551, or karen.michel@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
📎 BP 3100 Working Draft	Backup Material
📎 BP 3100 Unadopted Revised	Backup Material

Business and Noninstructional Operations

BP 3100(a)

BUDGET

The Board of Trustees accepts its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures/Expending Authority)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

The superintendent or his/her designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process.

The chief financial officer shall oversee the preparation of a proposed district budget for approval by the board and shall involve appropriate staff at all levels in the development of budget projections.

Budget Advisory Committee

The board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with law.

The superintendent or his/her designee may appoint a budget advisory committee composed of members of the community and staff. The committee shall provide recommendations to the superintendent during the budget development process. Duties of the committee shall be clearly defined and communicated to all members.

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 3350 - Travel Expenses)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

BUDGET (continued)**Budget Criteria and Standards**

In developing the district budget, the superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

The board shall establish and maintain a General Fund reserve for economic uncertainty that meets or exceeds ~~three~~ **two** percent, **or such other amount established by law.**

The board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 3110 - Transfer of Funds)

Fund Balance

The board shall adopt a formal resolution that provides for classification of fund balances in the General Fund and is compliant with Governmental Accounting Standards Board (GASB) Statement 54. The resolution also shall:

1. Establish specific steps for committing funds that cannot be used for any other purpose unless the board takes action to remove or change the constraint
2. Express the authority of the board and/or delegate authority to other person(s) to identify intended uses of assigned funds
3. Establish the order in which fund balances will be spent when multiple fund balance types are available for an expenditure
4. Address the minimum fund balance in the General Fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the General Fund, the circumstances under which the unrestricted fund balance can be spent down, and the procedure for replenishing deficiencies

BUDGET (continued)

The board reserves the authority to review and amend this resolution as needed to reflect changing circumstances and district needs.

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the superintendent or designee presents a report to the board on the estimated accrued but unfunded cost of OPEBs, the board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the superintendent or designee presents a report to the board on the estimated accrued but unfunded cost of workers' compensation claims, the board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the superintendent or designee shall recommend budget amendments to ensure accurate

BUDGET (continued)

projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:*EDUCATION CODE*1240 Duties of county superintendent of schools**33127-33131 Standards and criteria for local budgets and expenditures**35035 Powers and duties of superintendent**35161 Powers and duties, generally, of governing boards**42103 Public hearing on proposed budget; requirements for content of proposed budget**42122-42129 Budget requirements**42130-42134 Financial certifications**42140-42141 Disclosure of fiscal obligations**42602 Use of unbudgeted funds**42605 Tier 3 categorical flexibility**42610 Appropriation of excess funds and limitation thereon**44518-44519.2 Chief business officer training program**45253 Annual budget of personnel commission**45254 First year budget of personnel commission*GOVERNMENT CODE*7900-7914 Appropriations limit*CODE OF REGULATIONS, TITLE 5*15060 Standardized account code structure**15440-15451 Criteria and standards for school district budgets**Management Resources:*CSBA PUBLICATIONS*Maximizing School Board Governance: Budget Planning and Adoption, 2006**Maximizing School Board Governance: Understanding District Budgets, 2006**School Finance CD-ROM, 2005*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*California School Accounting Manual*FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS*Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006*GOVERNMENT FINANCE OFFICERS ASSOCIATION*Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009*GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS*Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009**Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004**Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999*

BUDGET (continued)

Legal Reference: (continued)

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy
adopted: November 17, 2008
revised: June 20, 2011

SWEETWATER UNION HIGH SCHOOL DISTRICT
Chula Vista, California

revised: May 8, 2017

Business and Noninstructional Operations

BP 3100(a)

BUDGET

The Board of Trustees accepts its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures/Expending Authority)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

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The board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with law.

The superintendent or his/her designee may appoint a budget advisory committee composed of members of the community and staff. The committee shall provide recommendations to the superintendent during the budget development process. Duties of the committee shall be clearly defined and communicated to all members.

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 3350 - Travel Expenses)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

BUDGET (continued)**Budget Criteria and Standards**

In developing the district budget, the superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

The board shall establish and maintain a General Fund reserve for economic uncertainty that meets or exceeds two percent, or such other amount established by law.

The board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 3110 - Transfer of Funds)

Fund Balance

The board shall adopt a formal resolution that provides for classification of fund balances in the General Fund and is compliant with Governmental Accounting Standards Board (GASB) Statement 54. The resolution also shall:

1. Establish specific steps for committing funds that cannot be used for any other purpose unless the board takes action to remove or change the constraint
2. Express the authority of the board and/or delegate authority to other person(s) to identify intended uses of assigned funds
3. Establish the order in which fund balances will be spent when multiple fund balance types are available for an expenditure
4. Address the minimum fund balance in the General Fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the General Fund, the circumstances under which the unrestricted fund balance can be spent down, and the procedure for replenishing deficiencies

BUDGET (continued)

The board reserves the authority to review and amend this resolution as needed to reflect changing circumstances and district needs.

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the superintendent or designee presents a report to the board on the estimated accrued but unfunded cost of OPEBs, the board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the superintendent or designee presents a report to the board on the estimated accrued but unfunded cost of workers' compensation claims, the board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the superintendent or designee shall recommend budget amendments to ensure accurate

BUDGET (continued)

projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:***EDUCATION CODE**

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

35035 Powers and duties of superintendent

35161 Powers and duties, generally, of governing boards

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42141 Disclosure of fiscal obligations

42602 Use of unbudgeted funds

42605 Tier 3 categorical flexibility

42610 Appropriation of excess funds and limitation thereon

44518-44519.2 Chief business officer training program

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

*Management Resources:***CSBA PUBLICATIONS**

Maximizing School Board Governance: Budget Planning and Adoption, 2006

Maximizing School Board Governance: Understanding District Budgets, 2006

School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

BUDGET (continued)

Legal Reference: (continued)

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy
adopted: November 17, 2008
revised: June 20, 2011
revised: May 8, 2017

SWEETWATER UNION HIGH SCHOOL DISTRICT
Chula Vista, California



May 8, 2017

Board Item - Q.-1.

Issue:

Annual Resolution Nos. 2473, 2474, 2475, 2476, 2477, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 3822, 3863, and 4308.

Superintendent's Recommendation:

Adopt annual Resolution Nos. 2473, 2474, 2475, 2476, 2477, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 3822, 3863, and 4308, Delegating Authority and Authorizing Designated Agents to Act on Behalf of the District for Fiscal Year 2017-2018, Pursuant to Various Sections of the Education and Government Codes, for the Purpose of Maintaining an Approved Register of Such Persons with the San Diego County Office of Education as well as the District.

Analysis:

In order to maintain a current register of persons authorized to act on behalf of the school district, pursuant to various sections of the Education and Government Codes, it is necessary that the board of trustees adopt a series of resolutions prior to the beginning of each fiscal year. Copies of County Resolution Nos. 2473, 2474, 2475, 3822, and 3863 are required to be kept on file with the San Diego County Office of Education. All resolutions identified below are maintained in the office of the general counsel as well as the clerk of the board for reference purposes. The period during which the resolutions will be effective is normally the following fiscal year, however, the resolution forms are designed so that midyear changes can be made when necessary.

County Resolutions:

Resolution No. 2473 – Authorized Agents to receive mail and pick up warrants at the County Office of Education.

Resolution No. 2474 – Designated Agents to certify that employees have taken the oath of allegiance.

Resolution No. 2475 - Authorizing Agents to sign school orders (commercial warrants).

Resolution No. 3822 - Authorizing the County Office of Education Credentials Dept. to Release Credtial Held Warrants to Employees.

Resolution No. 3863 - Authorizing the Replacement of Payroll Warrants and

Authorized Signatories.

Copies of the above mentioned resolutions are kept on file by the County Office of Education and the district for reference purposes.

For questions regarding county resolutions, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

District Resolutions – Designating Authorized Signatories:

Resolution No. 2476 – Authorized Agents to Sign Contractual and License Agreements.

Resolution No. 2477 – Authorized Agents to Sign State School Buildings Fund Documents.

Resolution No. 2479 – Authorized Agents to Sign Contractual and License Agreements for ASBs.

Resolution No. 2480 – Authorized Agents to Sign Contracts for Construction Projects.

Resolution No. 2481 – Authorized Agents to Sign Travel/Mileage Claims.

Resolution No. 2482 – Authorized Agents to Sign Voluntary Payroll Deduction Authorization Forms.

Resolution No. 2483 – Authorized Agents to Sign Notices of Employment for Certificated and Classified Personnel.

Resolution No. 2484 – Authorized Agents to Sign Employee Status Changes.

Resolution No. 2485 – Authorized Agents to Sign Workforce Investment Act on the Job Training Agreements.

Resolution No. 2486 – Authorized Agents to Sign Collective Bargaining Agreements.

Resolution No. 4308 – Authorized Agents to Sign Transportation Contracts.

For questions regarding district resolutions, please contact Jennifer Carbuccia at 619/585-6082 or jennifer.carbuccia@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
Q-1 Annual Resos Backup	Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2473

RESOLUTION DESIGNATING)
AUTHORIZED AGENTS TO RECEIVE)
MAIL AND PICK UP WARRANTS AT)
THE COUNTY OFFICE OF EDUCATION)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution is adopted (effective July 1, 2017, through June 30, 2018):

IT IS RESOLVED AND ORDERED that:

1. The authorized agent to receive mail from the Accounting Section is **Karen Michel**.
2. The authorized person(s) to pick up warrants from the County Office (other than the mail addressee) are **Tina Schleiger or Karen Michel**.
3. mail hold
Check one ☐ ☒ Monthly payroll warrants each and every month.
Check one ☐ ☒ Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED, that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2473
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s):

Facsimile signatures, if applicable:
(rubber stamp)

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2474

PAYMENT ORDER)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution is adopted (effective July 1, 2017, through June 30, 2018):

IT IS RESOLVED AND ORDERED, that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (all districts), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance:

Karen Janney or Karen Michel

IT IS FURTHER RESOLVED, that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2474
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s):

Facsimile signatures, if applicable:
(rubber stamp)

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2475

**RESOLUTION DESIGNATING AUTHORIZED)
AGENTS TO SIGN SCHOOL ORDERS)
(COMMERCIAL WARRANTS))**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution is adopted (effective July 1, 2017, through June 30, 2018):

IT IS RESOLVED AND ORDERED, that pursuant to the provisions of Education Code Section 42632 or 85232, Karen Janney or Karen Michel be and are hereby authorized to sign any and all orders in the name of said district, drawn on the funds of said district; and

IT IS FURTHER RESOLVED, that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2475
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s):

Facsimile signatures, if applicable:
(rubber stamp)

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2476

**RESOLUTION DESIGNATING AUTHORIZED)
AGENTS TO SIGN CONTRACTUAL)
AND LICENSE AGREEMENTS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent and the chief financial officer are authorized as designated agents to sign contractual and license agreements as awarded by the board of trustees.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2476
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Superintendent

Chief Financial Officer

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2477

**RESOLUTION DESIGNATING AUTHORIZED)
AGENTS TO SIGN STATE SCHOOL)
BUILDINGS FUND DOCUMENTS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent and the assistant superintendent of facilities and operations are authorized as designated agents to sign state school buildings fund documents.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2477
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Superintendent

Assistant Superintendent of Facilities and
Operations

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2479

**RESOLUTION DESIGNATING AUTHORIZED)
AGENTS TO SIGN CONTRACTUAL AND)
LICENSE AGREEMENTS FOR ASBs)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent and the chief financial officer are authorized as designated agents to sign all contractual and license agreements involving multi-year agreements, vending machines (food and beverage), yearbooks, all contracts containing hold harmless clauses, and contractual and license agreements with regards to all construction and facility improvements; and

BE IT FURTHER RESOLVED, that the principal or his/her designee in the form of the assistant principal of student activities or associated student body advisor are authorized as designated agents to sign certain contractual and license agreements with regards to use of facilities, catering services, dance facilities, entertainment, photography, fundraisers, athletic contest fireworks, and sales products related to graduation ceremonies (e.g., cap and gown, senior rings, senior announcements).

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2479
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Superintendent

Chief Financial Officer

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2480

**RESOLUTION DESIGNATING AUTHORIZED)
AGENTS TO SIGN CONTRACTS)
FOR CONSTRUCTION PROJECTS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent and the assistant superintendent of facilities and operations are authorized as designated agents to sign contracts for construction projects.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2480
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Superintendent

Assistant Superintendent of Facilities and
Operations

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2481

**RESOLUTION DESIGNATING)
AUTHORIZED AGENTS TO)
SIGN TRAVEL/MILEAGE CLAIMS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the chief financial officer and director of finance are authorized as designated agents to sign travel/mileage claims.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2481
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Chief Financial Officer

Director of Finance

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2482

**RESOLUTION DESIGNATING AUTHORIZED
AGENTS TO SIGN VOLUNTARY PAYROLL
DEDUCTION AUTHORIZATION FORMS**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the chief financial officer, director of finance, and payroll manager are authorized as designated agents to sign voluntary payroll deduction authorization forms.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)SS

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2482
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Chief Financial Officer

Director of Finance

Payroll Manager

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2483

**RESOLUTION DESIGNATING AUTHORIZED
AGENTS TO SIGN NOTICES OF EMPLOYMENT FOR
CERTIFICATED AND CLASSIFIED PERSONNEL**)
)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent, assistant superintendent of human resources, and the director of human resources, are authorized as designated agents to sign notices of employment for certificated and classified personnel.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2483
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

_____ Superintendent

_____ Assistant Superintendent of Human Resources

_____ Director of Human Resources

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2484

**RESOLUTION DESIGNATING)
AUTHORIZED AGENTS TO SIGN)
EMPLOYEE STATUS CHANGES)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent, assistant superintendent of human resources, and the director of human resources, are authorized as designated agents to sign employee status changes for certificated and classified personnel.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2484
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

_____ Superintendent

_____ Assistant Superintendent of Human Resources

_____ Director of Human Resources

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2485

**RESOLUTION DESIGNATING AUTHORIZED
AGENTS TO SIGN WORKFORCE INVESTMENT
ACT ON THE JOB TRAINING AGREEMENTS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the chief financial officer, assistant superintendent of equity, culture, and support services, and the director of adult education are authorized as designated agents to sign the Job Training Partnership Act on the job training agreements.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2485
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

_____ Chief Financial Officer

_____ Assistant Superintendent of Equity, Culture
and Support Services

_____ Director of Adult Education

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2486

**RESOLUTION DESIGNATING AUTHORIZED)
AGENTS TO SIGN COLLECTIVE)
BARGAINING AGREEMENTS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent and general counsel are authorized as designated agents to sign collective bargaining agreements.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 2486
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

_____ Superintendent

_____ General Counsel

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 3822

**RESOLUTION AUTHORIZING THE COUNTY)
OFFICE OF EDUCATION CREDENTIALS)
DEPARTMENT TO RELEASE CREDENTIAL)
HELD WARRANTS TO EMPLOYEES)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted (effective July 1, 2017, through June 30, 2018):

IT IS RESOLVED AND ORDERED, that the County Office of Education Credentials Department is authorized to release credential held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 3863

**RESOLUTION AUTHORIZING)
THE REPLACEMENT OF)
PAYROLL WARRANTS AND)
AUTHORIZED SIGNATORIES)**

ON THE MOTION OF Member _____, seconded by Member _____, the following Resolution is adopted:

WHEREAS, during the course of business, the Sweetwater Union High School District issues payroll warrants for the payment of services received by the district; and

WHEREAS, payroll warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code Section 29802.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the Sweetwater Union High School District of San Diego County, California, that the following persons shall be authorized to re-issue new payroll warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Signature

Manual Signature

Facsimile

Superintendent

Chief Financial Officer

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 3863
May 8, 2017
Page 2

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4308

**RESOLUTION DESIGNATING)
AUTHORIZED AGENTS TO SIGN)
TRANSPORTATION CONTRACTS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

IT IS RESOLVED AND ORDERED, by the Board of Trustees of the Sweetwater Union High School District that effective May 9, 2017, the superintendent and the assistant superintendent of facilities and operations are authorized as designated agents to sign transportation contracts.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

Resolution No. 4308
May 8, 2017
Page 2

Manual signature(s) of person(s)
authorized to sign forms(s)

Superintendent

Assistant Superintendent of Facilities and
Operations



May 8, 2017

Board Item - Q.-2.

Issue:

Annual Resolution Nos. 2494, 2495, 2497, 2498, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 3725, 4273, 4274, 4381, 4382, 4383, 4437, and 4440.

Superintendent's Recommendation:

Adopt annual Resolution Nos. 2494, 2495, 2497, 2498, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 3725, 4273, 4274, 4381, 4382, 4383, 4437, and 4440, Delegating Authority and Authorizing Designated Agents to Act on Behalf of the District for Fiscal Year 2017-2018, Pursuant to Various Sections of the Education and Government Codes, for the Purpose of Maintaining an Approved Register of Such Persons with the San Diego County Office of Education as well as the District.

Analysis:

In order to maintain a current register of persons authorized to act on behalf of the school district, pursuant to various sections of the Education and Government Codes, it is necessary that the board of trustees adopt a series of resolutions prior to the beginning of each fiscal year. Copies of the resolutions are kept on file in the office of the general counsel as well as the clerk of the board for reference purposes. The period during which the resolutions will be effective is normally the following fiscal year, however, the resolution forms are designed so that midyear changes can be made when necessary.

Resolution No. 2494 - Employ Construction Contractors

Resolution No. 2495 – Authorization to Delegate Authority to Perform Functions Regarding Claims against the District

Resolution No. 2497 - Sign Tax Shelter/Custodial Plans

Resolution No. 2498 - Reimburse for Loss/Damage of Personal Property

Resolution No. 2500 - Sign Use/Rental Agreements for Adult Ed

Resolution No. 2501 - Accept Gifts or Donations

Resolution No. 2502 - Authorize Noncertificated Coaches

Resolution No. 2503 - Authorize Teachers Outside of Major/Minor

Resolution No. 2504 - Provide Services for Special Ed Students

Resolution No. 2505 - Administer Oaths

Resolution No. 2506 - Prepay Purchase Orders

Resolution No. 2507 - Auth. to Provide Excess Auto Liability Coverage to Volunteer Workers

Resolution No. 3725 – Authorized Reps to Act on Verified Liability and Workers’ Compensation Claims Rejection and Settlement

Resolution No. 4273 - Authorized Reps to the SDC Schools Risk Mgmt JPA for WC, Property & Liability or other

Resolution No. 4274 - Authorized Reps to the SDC Fringe Benefits Consortium

Resolution No. 4381 – Monetary claims against the district

Resolution No. 4382 – Expenditure of funds allowing payment of miscellaneous costs and fees by the legal services office

Resolution No. 4383 – Settlement of due process claims and hearings

Resolution No. 4437 - Cooperative Contracting on Behalf of the Sweetwater Union High School District and other School Districts, Public Agencies, and the State of California.

Resolution No. 4440 - Delegating authority to district staff to approve individual change orders and contract amendments subject to statutory limitations

For questions regarding this board item, please contact Jennifer Carbuccia at 619/585-6082 or jennifer.carbuccia@sweetwaterschools.org.

Fiscal Impact:

None.

ATTACHMENTS:

Description	Type
 Q-2 Annual Resos Backup	Resolution Letter

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2494

**RESOLUTION REQUESTING)
AUTHORIZATION TO EMPLOY)
CONSTRUCTION CONTRACTORS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the board of trustees has determined to construct certain facilities; and

WHEREAS, the board recognizes that there will be several contractors involved in the construction process; and

WHEREAS, the person/firm selected will be in accordance with Administrative Regulation 3311 and other applicable state and federal requirements; and

WHEREAS, the superintendent assures the governing board that a process will be developed that will maximize competition; and

WHEREAS, the total cost per contractor shall not exceed \$5,000 or the adopted budget for all such contractors.

NOW, THEREFORE, BE IT RESOLVED, that this board authorizes the superintendent or his/her designee to employ construction contractors.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2495

**RESOLUTION REQUESTING)
AUTHORIZATION TO DELEGATE)
AUTHORITY TO PERFORM)
FUNCTIONS REGARDING)
CLAIMS AGAINST THE DISTRICT)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the board of trustees recognizes that from time to time claims will be filed against the district; and

WHEREAS, Government Code Section 935.4 provides authority for the governing board of a local public entity to delegate its authority to perform functions regarding claims filed against it.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Government Code Section 935.4, the Board of Trustees of the Sweetwater Union High School District delegates to the Superintendent and the General Counsel of the Sweetwater Union High School District the authority to reject, allow, compromise or settle all claims filed against the Sweetwater Union High School District, its officers or employees, provided that the amount to be paid pursuant to such allowance, compromise or settlement does not exceed \$50,000. If the amount to be paid exceeds \$50,000, the allowance, compromise or settlement must be approved by the board of trustees.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

RESOLUTION NO. 2497

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2498

**RESOLUTION REQUESTING)
AUTHORIZATION TO REIMBURSE)
SPECIFIED PERSONNEL FOR LOSS)
AND/OR DAMAGE TO PERSONAL PROPERTY)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the board of trustees, in accordance with each bargaining unit's contract, authorizes reimbursement to specified personnel for loss and/or damage of personal property; and

WHEREAS, the California Education Code in Sections 25208, 35213, and 39601-39605 defines parameters of such reimbursements.

NOW, THEREFORE, BE IT RESOLVED, that this board authorizes the superintendent or his/her designee to reimburse specified personnel for loss and/or damage to personal property.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)SS

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2500

**RESOLUTION DESIGNATING AUTHORIZED
AGENTS TO SIGN USE/RENTAL
OF FACILITIES AGREEMENTS FOR
ADULT SCHOOL/EDUCATIONAL PURPOSES**)
)
)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the superintendent or his/her designee may sign use/rental of facilities agreements for adult school/educational purposes for each school year.

NOW, THEREFORE, BE IT RESOLVED, that this board authorizes the superintendent or his/her designee to sign use/rental of facilities agreements for adult school/educational purposes for each school year.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2501

**RESOLUTION REQUESTING)
AUTHORIZATION TO ACCEPT GIFTS OR)
DONATIONS FOR DISTRICT PURPOSES)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the board of trustees recognizes that from time to time gifts or donations are offered to the district; and

WHEREAS, gifts or donations shall go to the board as a report item; and

WHEREAS, gifts of equipment and furniture, once approved as acceptable by the district, shall be included in the report to the board, and shall be placed on the district's inventory list. Any future repair or upkeep of the donated items will be the responsibility of the appropriate school site.

NOW, THEREFORE, BE IT RESOLVED, that this board authorizes the superintendent or his/her designee to accept gifts or donations to the district and directs that letters of appreciation be written on behalf of the district.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)SS

I, Deanne Vicedo Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2502

**RESOLUTION REQUESTING)
AUTHORIZATION FOR)
NON-CERTIFICATED PERSONS)
TO COACH ATHLETIC TEAMS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District and hereby ordered that the non-certificated persons certified by the superintendent be authorized to coach those athletic teams as noted in the department of human resources during the 2017-2018 school year.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2503

**RESOLUTION REQUESTING)
AUTHORIZATION FOR TEACHERS)
TO TEACH CLASSES OUTSIDE)
THEIR MAJOR(S) OR MINOR(S))**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District and hereby ordered that the teachers identified by the superintendent be authorized to teach courses outside their major(s) or minor(s) in subjects certified by the superintendent as qualifying for certification effective July 1, 2017, through June 30, 2018, for the Sweetwater Union High School District.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2504

**RESOLUTION REQUESTING
AUTHORIZATION TO ENTER
INTO CONTRACTS/AGREEMENTS
TO PROVIDE SERVICES FOR
SPECIAL EDUCATION STUDENTS**)
)
)
)
)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the Sweetwater Union High School District is committed to providing individuals with exceptional needs, who reside in the district, with a free, appropriate public education; and

WHEREAS, the Sweetwater Union High School District is involved with providing an excellent vocational education on a community-based basis to its special education students; and

WHEREAS, the Department of Special Services of the Sweetwater Union High School District has occasion to contract with outside agencies and/or neighboring districts for job placement sites, special transportation arrangements, specialized testing or therapies, and interpreters for special meetings or events; and

WHEREAS, one psychiatric residential treatment center is located within the district, and state law mandates that the district shall provide the education programs for school-aged students residing in such facilities; and

WHEREAS, contracts and agreements needed to provide the above programs and services shall not exceed \$120,000 per contract or agreement; and

WHEREAS, the Sweetwater Union High School District is mandated to provide non-public school or agency services, therapeutic counseling, day treatment services, and residential services, as prescribed in a student's individualized education program.

NOW, THEREFORE, BE IT RESOLVED, that this board authorizes the superintendent or his designee to enter into contracts and agreements in order for the district to provide all of these services.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 2504
May 8, 2017
Page 2

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2505

**RESOLUTION REQUESTING)
AUTHORITY TO ADMINISTER)
AND CERTIFY OATHS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, Education Code Section 60 provides, in part, that school trustees, members of boards of education, secretaries and assistant secretaries of boards of education, district superintendents of schools, principals of schools and every other officer charged with the performance of duties under the provisions of the Education Code may administer and certify oaths relating to officers or official matters concerning public schools; and

WHEREAS, Education Code Section 35161 provides that the governing board of any school district may delegate to an officer or employee of the district any of the powers and duties delegated by law to it; and

WHEREAS, the governing board has determined that it is impractical for the persons designated in Education Code Section 60 to administer such oath.

NOW, THEREFORE, BE IT RESOLVED, that the assistant superintendent of human resources, directors of human resources, senior executive assistant, personnel technicians, computer support technician, personnel analyst, sr. credential specialists, senior office assistants, senior administrative assistants and all of the department of human resources are hereby delegated the authority to administer the oaths customarily required of new employees of the district.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)SS

Resolution No. 2505
May 8, 2017
Page 2

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2506

RESOLUTION REQUESTING)
AUTHORIZATION TO APPROVE)
PREPAYMENT OF PURCHASE ORDERS)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the California Education Code permits a governing board of a local public entity to authorize the prepayment of selected items by the district; and

WHEREAS, the board recognizes that it is industry practice to require prepayment for certain items.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Sweetwater Union High School District authorizes the superintendent or his/her designee to approve the following prepayments:

- Utilities
- Postage
- Admission tickets
- Permits and services provided by other governmental agencies
- Subscriptions or purchases of newspapers, magazines, periodicals, single copies of books, films, filmstrips, recordings and other publications
- Software licensing agreements not exceeding one year
- Maintenance agreements not exceeding one year
- Items which cannot be secured without expressed advance payment

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 2506
May 8, 2017
Page 2

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 2507

**RESOLUTION REQUESTING
AUTHORIZATION TO PROVIDE
EXCESS AUTO LIABILITY COVERAGE
TO VOLUNTEER WORKERS**)
)
)
)

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, pursuant to California Education Code Section 35160.1 and Labor Code Section 3364.5, a governing board of a school district may, by resolution, designate volunteer, unsalaried workers to be employees of the district for the purpose of bringing such workers within the Excess Liability and Workers' Compensation coverage provided by the district's insurance when transporting students to school-sponsored activities in their personal vehicles; and

WHEREAS, such volunteer, unsalaried workers are of great assistance to the district in providing essential educational services to students; and

WHEREAS, it is just and reasonable that the protection provided by the Excess Liability and Workers' Compensation insurance be extended to these individuals.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District, that all volunteer, unsalaried workers, as designated by the district superintendent, shall be deemed employees of the district for the purpose of driving students on field trips and shall be entitled to Excess Liability and Workers' Compensation insurance while engaged in the performance of these services.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 3725

**RESOLUTION DESIGNATING EMPLOYEES)
TO ACT ON VERIFIED LIABILITY AND)
WORKERS' COMPENSATION CLAIMS)
REJECTION AND SETTLEMENT)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution is adopted:

IT RESOLVED AND ORDERED, by the governing board that, pursuant to the provisions of Government Code Sections 935.2 and 935.4, the director of risk management and general counsel, be authorized and are hereby empowered to take action on all liability, tort, and workers' compensation claims and to authorize settlement of all such claims up to the limit specified in Government Code Section 935.4, in the name of the Sweetwater Union High School District.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4273

**RESOLUTION DESIGNATING AN AUTHORIZED)
REPRESENTATIVE TO THE SAN DIEGO COUNTY)
SCHOOLS RISK MANAGEMENT JOINT POWERS)
AUTHORITY FOR WORKERS' COMPENSATION,)
PROPERTY & LIABILITY OR ANY OTHER RISK)
OR PLAN AUTHORIZED BY LAW)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, school districts in the State of California have determined that there is a continuing need for insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

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

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

WHEREAS, the Sweetwater Union High School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the board of member districts designate and appoint a JPA representative.

NOW, THEREFORE, BE IT RESOLVED, that the director of risk management is designated as the authorized representative of the Board of Trustees of the Sweetwater Union High School District, and general counsel as the alternate representative, and is hereby authorized and directed to perform all items pertaining to the interest of the board of trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

Resolution No. 4273
May 8, 2017
Page 2

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4274

**RESOLUTION DESIGNATING)
AUTHORIZED REPRESENTATIVES)
TO THE SAN DIEGO COUNTY SCHOOLS)
FRINGE BENEFITS CONSORTIUM (FBC))
FOR FRINGE BENEFITS PROGRAMS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, school districts in the State of California have determined that there is a continuing need for insured and self-insurance plans for fringe benefits, and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

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

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law; and

WHEREAS, the Sweetwater Union High School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium that requires that the board of member districts designate and appoint an FBC representative.

NOW, THEREFORE, BE IT RESOLVED, that the director of risk management is designated as the authorized representative(s) of the Board of Trustees of the Sweetwater Union High School District, and general counsel as the alternate representative(s), and is hereby authorized and directed to perform all items pertaining to the interest of the board of trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

Resolution No. 4274
May 8, 2017
Page 2

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4381

**RESOLUTION DELEGATING)
AUTHORITY TO ACT ON MONETARY)
CLAIMS AGAINST THE DISTRICT)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, Section 910.8 of the Government Code authorizes the board of trustees to delegate to an employee the function of determining that a claim is insufficient because the claim fails to comply substantially with the requirements of Government Code Sections 910 and 910.2, or with the requirements of a form provided under Section 910.4 if such claim is presented pursuant thereto; and

WHEREAS, Section 911.3 of the Government Code authorizes the board of trustees to delegate to an employee the functions of determining and giving notice that a claim is not timely presented and that the claim is being returned without action; and

WHEREAS, Section 935.4 of the Government Code authorizes the board of trustees to delegate to an employee the functions of rejecting a claim, allowing or settling a claim within monetary limits prescribed by the board of trustees, rejecting or allowing an application for leave to present a late claim, and the giving of written notice of such actions; and

WHEREAS, the board of trustees desires to delegate its authority as specified above to the general counsel.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District that the authority to determine the sufficiency or lack of timeliness of a claim, to reject or grant a claim within the monetary limit authorized by the board of trustees, to reject or allow an application for leave to present a late claim, and to give written notice of such actions, is hereby delegated to the general counsel.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 4381
May 8, 2017
Page 2

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4382

**RESOLUTION AUTHORIZING THE)
EXPENDITURE OF FUNDS ALLOWING)
PAYMENT OF MISCELLANEOUS COSTS)
AND FEES BY THE GENERAL COUNSEL)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the Board of Trustees of the Sweetwater Union High School District has directed the general counsel to resolve claims and litigation in the best interest of the district; and

WHEREAS, the general counsel must, on occasion, pay for miscellaneous costs and fees associated with resolution of claims and litigation; and

WHEREAS, in the interests of accomplishing its directives in a timely manner, the general counsel is not able to obtain approval for said payments of costs and fees when they are presented.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District that the district's general counsel is hereby authorized to approve payment of miscellaneous costs and fees in pursuit of the resolution of claims and litigation presented to the district in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per payment.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)SS

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4383

**RESOLUTION DELEGATING POWER
TO AUTHORIZE SETTLEMENT OF
DUE PROCESS CLAIMS AND HEARINGS)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution was adopted:

WHEREAS, the Special Services Department of the Sweetwater Union High School District (the "District") is responsible for providing special education services and responding to requests for Due Process Hearings; and

WHEREAS, the district must offer and provide a Free Appropriate Public Education (FAPE) to eligible students; and

WHEREAS, the district receives requests for Due Process Mediations and Hearings to resolve disagreements related to the provision of FAPE; and

WHEREAS, the board of trustees has delegated limited settlement authority to its staff and its administrators in order to efficiently and effectively conclude claims and litigation to the best interest of the district.

NOW, THEREFORE, BE IT RESOLVED, that the power to authorize settlement requests for mediation and Due Process Hearings ("Due Process") is hereby delegated to the director of special services, and that such power is limited to the settlement of claims up to and including Ten Thousand Dollars (\$10,000); and

BE IT FURTHER RESOLVED, that the power to authorize settlement of Due Process matters is hereby delegated to the general counsel up to and including Fifty-Thousand Dollars (\$50,000); and

BE IT FURTHER RESOLVED, that the settlement of Due Process matters in excess of Fifty Thousand Dollars (\$50,000) shall be presented to the board of trustees for approval.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 4383
May 8, 2017
Page 2

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN DIEGO)

I, Deanne Vicedo, Clerk of the Governing Board of the Sweetwater Union High School District of San Diego County, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by the board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4437

**RESOLUTION AUTHORIZING COOPERATIVE)
CONTRACTING ON BEHALF OF THE)
SWEETWATER UNION HIGH SCHOOL DISTRICT,)
AND OTHER SCHOOL DISTRICTS, PUBLIC)
AGENCIES, AND THE STATE OF CALIFORNIA)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, the State of California has agreed that other municipalities and school districts may purchase using contracts awarded by other school districts, public agencies, and the State of California; and

WHEREAS, the Sweetwater Union High School District desires to purchase equipment, supplies and services as needed throughout the district; and

WHEREAS, the Sweetwater Union High School District finds that purchasing under contracts awarded by other school districts, public agencies, and the State of California will save administrative time and expense and will be in the best interest of the district; and

WHEREAS, Public Contract Code Sections 10298, 10299, and 20118 authorize the State of California, Department of General Services, to assist local government entities, such as school districts, in procuring various goods and services, and allow the district to purchase through cooperative agreements with other school districts, public agencies, and the State of California.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND DECLARED, that this board finds that purchasing through other school districts, public agencies, and the State of California contracts will save administrative time and expense and will be in the best interest of the district; and

BE IT FURTHER RESOLVED, ORDERED AND DECLARED, that the district superintendent or his designee is authorized to execute and enter into cooperative agreements on behalf of the district with vendors awarded contracts by other school districts, public agencies, and the State of California to facilitate the cooperative purchase of various goods and services, and is authorized to represent the district in this cooperative purchasing function; and

BE IT FURTHER RESOLVED, ORDERED AND DECLARED, that subject to ratification by this board, the district superintendent or his designee is authorized to execute contract documents with a vendor or vendors identified as the low bidder by the other school districts, public agencies, and the State of California, and the district superintendent or his designee is authorized to request the drawing of a warrant in favor of said vendor.

Resolution No. 4437
May 8, 2017
Page 2

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

State of California)
) SS
County of San Diego)

I, Deanne Vicedo, Clerk of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4440

RESOLUTION DELEGATING AUTHORITY TO DISTRICT STAFF TO APPROVE INDIVIDUAL CHANGE ORDERS AND CONTRACT AMENDMENTS SUBJECT TO STATUTORY LIMITATIONS AND NOT-TO-EXCEED \$50,000, ON BEHALF OF THE DISTRICT)
)
)
)
)

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

WHEREAS, Public Contract Code Section 20118.4 states that a governing board may make changes or alterations to contracts subject to the limitations in the Public Contract Code Section 20118.4; and

WHEREAS, school districts have the general authority to enter into contracts for professional services; and

WHEREAS, Education Code Section 35161 permits a school district's governing board to delegate any of its statutory powers and duties; and

WHEREAS, the Sweetwater Union High School District ("District") Board of Trustees ("Board") desires to delegate its statutory authority to enter into change orders not-to-exceed the greater of 10 percent of designated contracts to district staff, or the amount specified in Public Contract Code Section 20111 or Public Contract Code Section 20114; and

WHEREAS, the district board desires to delegate its statutory authority to amend contracts for professional services; and

WHEREAS, Education Code Section 35161 states that a school district's governing board retains ultimate responsibility over the performance of those delegated powers or duties; and

WHEREAS, in light of Education Code Section 35161, the board desires to delegate to district staff the authority to approve individual change orders and contract amendments not exceeding \$50,000, and requires board ratification of any and all change orders and contract amendments approved by district staff that exceed \$1,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District as follows:

- Section 1. The board hereby delegates to district staff the authority to approve change orders and contract amendments on behalf of the District, so long as an individual change order or contract amendment does not exceed \$50,000, and the cumulative change orders do not exceed the greater of 10 percent of the contract, or the amount specified in Public Contract Code Section 20111 or Public Contract Code Section 20114, and the amount is within the project budget.

Section 2. District staff authorized to execute change orders shall have the following authority:

Superintendent	up to \$50,000
Assistant Superintendent of Facilities and Operations	up to \$50,000
Chief Financial Officer	up to \$50,000
Director of Planning and Construction	up to \$50,000

Section 3. Change orders and contract amendments executed by district staff that exceed \$1,000 are subject to board ratification.

Section 4. Change order forms and contract amendments executed by district staff shall clearly explain to contractors and consultants that board ratification is necessary to bind the district for change orders and contract amendments that exceed \$1,000.

Section 5. District staff shall provide to the board a summary of any change order for ratification including the project/bid package, the contractor, and a brief description of the work performed under the change order.

Section 6. District staff shall provide to the board a summary of any amendment for ratification including name of the professional consultant and project and a brief description of the work performed under the amendment.

Section 7. Change orders and contract amendments exceeding \$50,000, shall be approved by the board prior to execution by the district.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

State of California) SS
County of San Diego	

Resolution No. 4440
May 8, 2017
Page 3

I, Deanne Vicedo, Clerk of the Board of Trustees, of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Deanne Vicedo, Clerk

May 8, 2017
Date



May 8, 2017

Board Item - Q.-3.

Issue:

Resolution No. 4500.

Superintendent's Recommendation:

Adopt Resolution No. 4500, Resolution of Intent of the Board of Trustees of the Sweetwater Union High School District to Establish Community Facilities District No. 19 of the Sweetwater Union High School District and to Authorize the Levy of a Special Tax Within Each Improvement Area of Community Facilities District No. 19 of the Sweetwater Union High School District.

Analysis:

The district is currently negotiating and intends to enter into two school facilities mitigation agreements with certain property owners, which includes Baldwin & Sons, LLC, SunRanch Capital Partners, LLC, Village II Town Center, LLC, Cantamar SR V2 R23, HomeFed Village 2 West, LLC, Lovina, LLC, Monte Villa V2 R19B, LLC, Montecito Village, LLC, Presidio Otay 225, LLC, Signature SR V2 R20, LLC, Tosara SR R24, LLC, Village II of Otay GP, LLC, Village II of Otay HB Sub, Village II of Otay LP, and Presidio Cornerstone Aventine 100, LLC (collectively, "Developers"), which authorizes the formation of a new community facilities district to cover certain real property within the City of Chula Vista and the school district ("CFD No. 19").

Developer has requested the formation of CFD No. 19 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act"). The community facilities district is proposed to be designated as Community Facilities District No. 19 of the Sweetwater Union High School District and Improvement Areas Nos. 1 and 2.

Improvement Area No. 1 will encompass the entirety of a planning area commonly known as "Planning Area 12." A portion of the property to be included within Improvement Area No. 1 is already included within CFD No. 1 and another portion of the property to be included in Improvement Area No. 1 is not in a community facilities district at all.

Improvement Area No. 2 will encompass property that is currently within CFD No.

17.

Following the successful formation of CFD No. 19 and the Improvement Areas, the overlapping tax liens of CFD No. 1 and CFD No. 17 will be cancelled as to any applicable property within CFD No. 19 that is paid current and not delinquent.

Pursuant to the request of the Developer and the provisions of the Mello-Roos Act, Resolution No. 4500 states the intention of the board to establish CFD No. 19 and makes related findings and determinations. This Resolution identifies the requested boundaries of proposed CFD No. 19 and includes a description of the Rate and Method of Apportionment of Special Taxes ("RMA") for each Improvement Area that will be collected within CFD No. 19 once it is formed and the special taxes are authorized. The RMA for Improvement Area No. 1 and RMA for Improvement Area No. 2 were formulated in concert with the Developer's consultant, the district's special tax consultant, and the district's legal counsel. The Developer has agreed to the RMAs in consideration for the district initiating these proceedings at the Developer's Request. The RMAs provide for annual special taxes to be levied at specified rates and provides for methods whereby the special tax obligation may be prepaid under specified terms and conditions.

Resolution No. 4500 also directs that a public hearing will be held regarding the formation of CFD No. 19 at a board meeting on June 12, 2017. This Resolution also directs that certain notices, including notices of the public hearing, be given to both the property owner and members of the public generally and provides for a general description of the method of voting that will be utilized to authorize the special taxes of the Improvement Areas of CFD No. 19.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

Proposed CFD No. 19 will fund, by means of the agreed special taxes and applicable bond proceeds, the agreed school facilities consistent with applicable law. Developers have deposited and will deposit additional funds to cover the costs of forming CFD No. 19.

ATTACHMENTS:

Description	Type
 Reso No. 4500	Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4500

**RESOLUTION OF INTENT OF THE BOARD)
OF TRUSTEES OF THE SWEETWATER)
UNION HIGH SCHOOL DISTRICT TO)
ESTABLISH COMMUNITY FACILITIES)
DISTRICT NO. 19 OF THE SWEETWATER)
UNION HIGH SCHOOL DISTRICT AND THE)
IMPROVEMENT AREAS THEREOF AND TO)
AUTHORIZE THE LEVY OF A SPECIAL)
TAX WITHIN EACH IMPROVEMENT AREA)
OF COMMUNITY FACILITIES DISTRICT)
NO. 19 OF THE SWEETWATER UNION)
HIGH SCHOOL DISTRICT)**

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

WHEREAS, the Sweetwater Union High School District ("School District") is a public school district organized and operating pursuant to the California law; and

WHEREAS, the Board of Trustees of the Sweetwater Union High School District ("Board") has previously adopted Board Policy No. 7212, as the Community Facilities District Financing Policy ("CFD Financing Policy") for the School District; and

WHEREAS, the Board authorized agreements entitled "School Facilities Funding and Mitigation Agreement (Improvement Area No. 1)" and "School Facilities Funding and Mitigation Agreement (Improvement Area No. 2)" by and between the School District and certain property owners ("Property Owners" and collectively, "Mitigation Agreements"), which provide for the mitigation of impacts on the School District's school facilities ("School Facilities") arising from development of certain real property within the School District's boundaries as described herein; and

WHEREAS, subject to the provisions therein, the Mitigation Agreements will provide for the establishment of a community facilities district to be designated as Community Facilities District No. 19 of the Sweetwater Union High School District ("CFD No. 19") including designated improvement areas thereof ("Improvement Areas"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code ("Mello-Roos Act"), over and for the real property subject to the Mitigation Agreements and depicted on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Board contemplates that CFD No. 19 will be comprised of two Improvement Areas, Improvement Area No. 1 and Improvement Area No. 2, with each

Improvement Area subject to its own above-referenced mitigation agreement and special tax structure; and

WHEREAS, the Board intends to initiate proceedings pursuant to this Resolution for the establishment of CFD No. 19 and the Improvement Areas thereof in accordance with the Mello-Roos Act to provide funds to plan for, design, acquire, construct, lease, expand, improve, rehabilitate, modernize, engineer, coordinate, and/or finance the costs of the School Facilities, as described in the Mitigation Agreements and in Exhibit "B," attached hereto and incorporated herein by this reference; and

WHEREAS, the financing and funding of the aforementioned School Facilities may include, without limitation, some or all of the costs of planning for, design, acquisition, construction, expansion, improvement, engineering, relocation, rehabilitation, modernization, leasing or purchasing of facilities, including furnishings and equipment (including, to the extent permitted by law, vehicles, technology equipment, and infrastructure), and the required sites therefor and appurtenances thereto, including, but not by way or limitation, the planning and design work related thereto, as well as property, easements and rights-of-way, the cost of leasing or purchasing completed facilities, as may be further identified in the Community Facilities District Report (discussed in Section 11, below) to be filed with the clerk of the board, and the costs of financing all such School Facilities to serve the area within the School District, including the area within CFD No. 19; and

WHEREAS, the cost(s) of financing the School Facilities shall include the payment of principal of and interest on bonds, or other securities in one or more series or issuances ("Bonds"), to finance the School Facilities, or direct costs, and/or other periodic costs, including, but not limited to, costs of administering CFD No. 19 and each of the Improvement Areas, the levy of taxes and administration of the Bonds or other debt or securities, the establishment and replenishment of reserve funds and any other necessary costs to serve the property within the School District, consistent with applicable law, including the property depicted on Exhibit A ("Project Area"); and

WHEREAS, the School District now intends to form CFD No. 19, and the Improvement Areas thereof, over and including the Project Area, and to seek to authorize the special taxes of the Improvement Areas of CFD No. 19, as further described herein; and

WHEREAS, it is the intention of the School District to plan for, design, acquire, construct, lease, expand, improve, rehabilitate, relocate, modernize, engineer, coordinate, and/or finance the School Facilities, or any combination thereof consistent with applicable law, including the Project Area through the formation of CFD No. 19 and the Improvement Areas thereof, subject to the authorization of the Bonds and the levy of special taxes to pay for planning, construction, acquisition or installment purchase payments, lease or other payments including principal of and interest on Bonds to be

approved at an election to be held within the boundaries of CFD No. 19 and the Improvement Areas.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

- Section 1. The foregoing Recitals are true and correct and are hereby incorporated into this Resolution.
- Section 2. The Board proposes and intends to establish CFD No. 19 and the Improvement Areas thereof pursuant to and in accordance with the provisions and requirements of the Mello-Roos Act. The School District has arranged for the preparation of a boundary map of proposed CFD No. 19 and the Improvement Areas ("Boundary Map"). The proposed boundaries of the territory proposed for inclusion in CFD No. 19 and in each Improvement Area are as depicted on Exhibit A attached hereto. Based on the information available, the Board determines that the proposed boundaries of CFD No. 19, and the Improvement Areas, include the entirety of any Assessor's parcel that will be subject to the special taxes of CFD No. 19 and the Improvement Areas. The Boundary Map shall remain on file in the office of the School District and shall be available for public inspection at least fifteen (15) days prior to the public hearing referenced in Section 9 of this Resolution. The clerk of the board, or the clerk's designee, is directed to record the Boundary Map with the County Recorder's office for the County of San Diego not later than fifteen (15) days prior to the public hearing referenced in Section 9.
- Section 3. The official name of the proposed community facilities district shall be "Community Facilities District No. 19 of the Sweetwater Union High School District." The Improvement Areas shall be named "Improvement Area No. 1 of Community Facilities District No. 19 of the Sweetwater Union High School District" and "Improvement Area No. 2 of Community Facilities District No. 19 of the Sweetwater Union High School District."
- Section 4. The Board finds that public convenience and necessity require the School Facilities proposed to be acquired, constructed, and/or financed by and through proposed CFD No. 19 and the Improvement Areas thereof.
- Section 5. The School Facilities to be planned, designed, acquired, constructed, leased, expanded, improved, rehabilitated, modernized, engineered, coordinated, and/or financed are public facilities as provided for in the Mello-Roos Act and the Board determines that the School Facilities are necessary to meet increased demand placed on the School District as a result of development occurring within the School District, including CFD No. 19 and the Improvement Areas. The Board hereby finds and

determines that the public interest will not be served by allowing the property owners in CFD No. 19, and the Improvement Areas, to enter into a contract pursuant to Government Code Section 53329.5(a). Notwithstanding the foregoing, the Board, on behalf of CFD No. 19 and the Improvement Areas, may enter into one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of any portion of the School Facilities.

Section 6. For all funds needed to accomplish the herein described actions, including the School Facilities described herein and in Exhibit "A," it is the intention of the School District to levy annually, in accordance with the procedures contained in the Mello-Roos Act, a special tax secured by recordation of a lien against all nonexempt real property within each Improvement Area of CFD No. 19, which lien will be a continuing lien that shall secure each annual levy of the special tax, and that shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law, or until the special tax ceases to be levied and the appropriate notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Mello-Roos Act. The special tax shall be contractually encumbered for the School Facilities described herein and in Exhibit B and shall be levied each year in the amounts specified in the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 1 and the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 2 (collectively, "Rate and Method of Apportionments"), attached hereto as Exhibit "C-1" and Exhibit "C-2," and by this reference herein incorporated, for planning, designing, constructing, acquiring, leasing, relocating, rehabilitating, expanding, modernizing, engineering, coordinating, and/or financing the School Facilities, which may include the principal of and interest on the Bonds proposed to be issued to finance the School Facilities and other periodic costs, any payments for the School Facilities or lease payments, the establishment and replenishment of reserve funds, the expenses incurred for administering, levying, and collecting the special tax and Bonds or each series thereof, legal, fiscal and financial consultant fees, discount fees, capitalized interest on the Bonds for a period not to exceed twenty-four (24) months, election costs, fees for bond counsel, and/or printing costs. The Board also reserves the right to establish a fund and use special tax revenues pursuant to Section 53314.5 of the Mello-Roos Act.

As herein provided, CFD No. 19, through any Improvement Area, may also, in lieu of issuing Bonds, issue or execute and deliver equivalent securities, including, but not limited to, lease revenue bonds or certificates of participation, which may involve a lease-purchase financing arrangement for property and/or facilities with a nonprofit public benefit

corporation and may involve a pledge of some or all of the special taxes levied and collected within CFD No. 19, on behalf of any of the Improvement Areas, to pay principal, interest, and redemption costs on such obligations.

Section 7. The Rate and Method of Apportionments and the manner of collection of the special taxes of the Improvement Areas of CFD No. 19 are described in detail in Exhibits C-1 and C-2. The special tax shall be apportioned to each parcel on the foregoing pursuant to Section 53325.3 of the Mello-Roos Act and such special tax is not based on the ownership of real property.

Any special taxes collected on developed property pursuant to the authorization of the qualified electors shall be collected for a period not to exceed thirty (35) years following the beginning of the Initial Fiscal Year—as such term is defined in the Rate and Method of Apportionments. Special taxes shall not be levied and collected with respect to any parcel that is exempt from special taxes pursuant to the Rate and Method of Apportionments or for which the special tax obligation has been fully prepaid and a notice of cessation of special taxes recorded.

Under no circumstances shall the special taxes levied in any fiscal year against any parcel within an Improvement Area of CFD No. 19 be increased as a consequence of the delinquency or default by the owner(s) of any other parcel(s) within an Improvement Area of CFD No. 19 by more than ten percent (10%) above the amount that would have been levied in the fiscal year had there not been such delinquencies or defaults.

Section 8. The Board intends that owners of parcels within the Improvement Areas of CFD No. 19 may prepay all or a portion of the designated special tax obligation to that respective Improvement Area for such parcel(s) by those method(s) set forth in the Rate and Method of Apportionments.

Section 9. Notice is given that a public hearing (“Hearing”) on the establishment of CFD No. 19 and the Improvement Areas thereof, the proposed Rate and Method of Apportionments, and all other related matters as set forth in this Resolution of Intention, shall be held on June 12, 2017, at the hour of 6:00 p.m., or as soon thereafter as practicable, in the Board Room located at 1130 Fifth Avenue, Chula Vista, California.

Section 10. At the time and place set forth above for the Hearing, the Board shall receive testimony regarding the proposal to establish CFD No. 19 and the Improvement Areas, the Rate and Method of Apportionments, and all other related matters. Any interested person, including, without limitation,

taxpayers, property owners, and registered voters within the boundaries of proposed CFD No. 19, or the Improvement Areas, may appear and be heard at the Hearing. The testimony of all such interested persons for or against the formation of CFD No. 19, the extent of CFD No. 19 or the Improvement Areas thereof, the furnishings of the School Facilities, and/or related matters, will be heard and considered.

- Section 11. Special District Financing & Administration and/or such other authorized consultant(s) for CFD No. 19, and the staff of the School District, as appropriate, are hereby directed to study proposed CFD No. 19 and the Improvement Areas, and, at or before the time of the Hearing, file a report with the School District containing a brief description of the School Facilities anticipated to be required to meet the needs of CFD No. 19 and other future development within the School District, together with an estimated cost of providing such School Facilities ("CFD Report"). The CFD Report shall estimate the fair and reasonable costs of the planning, design, rehabilitation, relocation, lease, expansion, improvement, engineering, modernization, acquisition, construction, or financing (or any combination thereof) of the School Facilities, and all costs associated with the formation of CFD No. 19, the issuance of the Bonds, as well as administration and collection of the special taxes and costs otherwise incurred to carry out such authorized purposes of CFD No. 19 and Improvement Areas thereof. The School District shall provide the CFD Report to the Board for consideration at the Hearing and at such time, copies of the CFD Report shall be available for public review.
- Section 12. The School District may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, or paying for any cost incurred by the School District in establishing CFD No. 19 and the Improvement Areas thereof. The advance of funds for the formation of CFD No. 19, and the Improvement Areas thereof, may be reimbursed, subject to applicable law, from proceeds of the Bonds, without interest.
- Section 13. The clerk of the board, or the clerk's designee, is hereby directed to have a notice ("Notice") of the Hearing published pursuant to Government Code Section 6061 in a newspaper of general circulation published in the Project Area of proposed CFD No. 19. Such Notice shall contain a summary of this Resolution, state the time and place of the Hearing, contain a statement that the testimony of all interested persons or taxpayers shall be heard, include a description of the protest rights of the registered voters and landowners in proposed CFD No. 19 and the Improvement Areas thereof, and contain a description of the proposed voting procedure for the election as required by the Mello-Roos Act. Such

publication shall be completed at least seven (7) days prior to the date of the Hearing. Additional notice may be provided by mail at the discretion of the clerk of the board. The clerk of the board shall also arrange for the filing of this Resolution in conformance with Section 53315.6 of the Mello-Roos Act.

Section 14. If, following the Hearing, the Board determines to establish CFD No. 19 and the Improvement Areas thereof, the Board shall then submit the levy of special taxes in to the qualified electors of the respective Improvement Areas of CFD No. 19 ("Election") in accordance with the Mello-Roos Act and the applicable provisions of the Elections Code. If at least twelve (12) persons, who need not necessarily be the same twelve persons, have been registered to vote within the respective Improvement Areas of CFD No. 19 for each of the ninety (90) days preceding the close of the Hearing, the vote shall be by registered voters of the respective Improvement Areas of CFD No. 19 with each voter having one (1) vote. Otherwise, the vote shall be by the owners of land within each Improvement Area of CFD No. 19, with each such landowner having one (1) vote per acre of land (rounding up to the nearest full acre, if necessary) that he or she owns within the respective Improvement Areas of CFD No. 19 and that is not exempt from the special taxes.

The Election shall be conducted at least ninety (90) days, but not more than one hundred eighty (180) days, following the adoption of the Resolution of Formation adopted pursuant to Section 53325.1 of the Mello-Roos Act. Notwithstanding the foregoing, the Election may be conducted fewer than ninety (90) days after the adoption of the Resolution of Formation with the unanimous consent of the qualified electors pursuant to Section 53326(a) of the Mello-Roos Act. If the Election is to be held less than one hundred twenty-five (125) days following the close of the Hearing, the concurrence of the Election Official (defined below) conducting the election shall be required.

The School District staff and consultants are directed to undertake, with the San Diego County Registrar of Voters office, a review of the Project Area to determine the number of registered voters, if any, within the Project Area. The results of such review shall be provided to this Board.

Based on the information presently available, the School District anticipates that there are fewer than twelve (12) registered voters residing within each Improvement Area of CFD No. 19 and, therefore, that the votes in the Election will be by the landowners in the respective Improvement Areas of CFD No. 19. Contingent on such determination, and in accordance with Government Code Section 53327(b), the Board

hereby appoints the School District Chief Financial Officer or such School District officer or employee as the Chief Financial Officer shall designate to serve as the election official ("Election Official").

Pursuant to Section 53326(d) of the Mello-Roos Act, the Board may determine to distribute the ballots for the Election by mail or by personal service by the Election Official. The balloting shall otherwise conform to the requirements of Sections 53326 and 53327 of the Mello-Roos Act.

Section 15. (a) At the Hearing, protests against the establishment of proposed CFD No. 19, the proposed extent of CFD No. 19, or the furnishing and/or financing of the School Facilities, may be made orally or in writing by an interested person.

(b) Any protests pertaining to the regularity or sufficiency of the Hearing shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the clerk of the board at or before the time fixed for the Hearing. Written protests may be withdrawn in writing at any time before the conclusion of the Hearing.

(c) If written protests against the establishment of CFD No. 19, or the Improvement Areas thereof, are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within CFD No. 19 and each of the Improvement Areas, or owners of one-half (1/2) or more of the area of land proposed to be included within CFD No. 19 and each of the Improvement Areas and not exempt from the special tax, the proceedings to establish CFD No. 19 or the Improvement Areas shall be abandoned. If said majority protest is limited to certain School Facilities or a specified special tax, those School Facilities or the specified special tax shall be eliminated by the Board.

Section 16. The Board hereby finds and determines that the formation of CFD No. 19, the Improvement Areas, and the related Election and procedural actions, will not have an effect on the environment and that such actions are correspondingly exempt from the requirements of the California Environmental Quality Act ("CEQA"). The clerk of the board is directed to arrange for the completion, execution, filing, and posting of a Notice of Exemption in such regard pursuant to the provisions and requirements of CEQA.

Section 17. If any term, provision, finding, condition or directive of this Resolution, and the other proceedings for the formation of CFD No. 19 and the Improvement Areas thereof, and the authorization of the special taxes, the authorization of the Bonds and any related matters to the foregoing, shall,

to any extent, be held invalid or unenforceable, the remainder of the proceedings, or the application of such term, provision, finding, condition or directive, other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each such term, provision, finding, condition or directive, other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each such term, provision, finding, condition or directive shall be valid and enforceable to the fullest extent provided by law. If this Resolution, or the proceedings relative to CFD No. 19, are held invalid or unenforceable against any particular piece or parcel of property within CFD No. 19, the remainder of the proceedings, or the application of any term, provision, finding, condition or directive applicable to other parcels of properties as against which such holding is not applicable, shall continue to be valid and enforceable to the fullest extent provided by law.

Section 18. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENTEES:

State of California)
) ss
County of San Diego)

I, Deanne Vicedo, Clerk of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of Resolution No. 4500 of such Board, and that the same has not been rescinded, amended or repealed.

Deanne Vicedo, Clerk

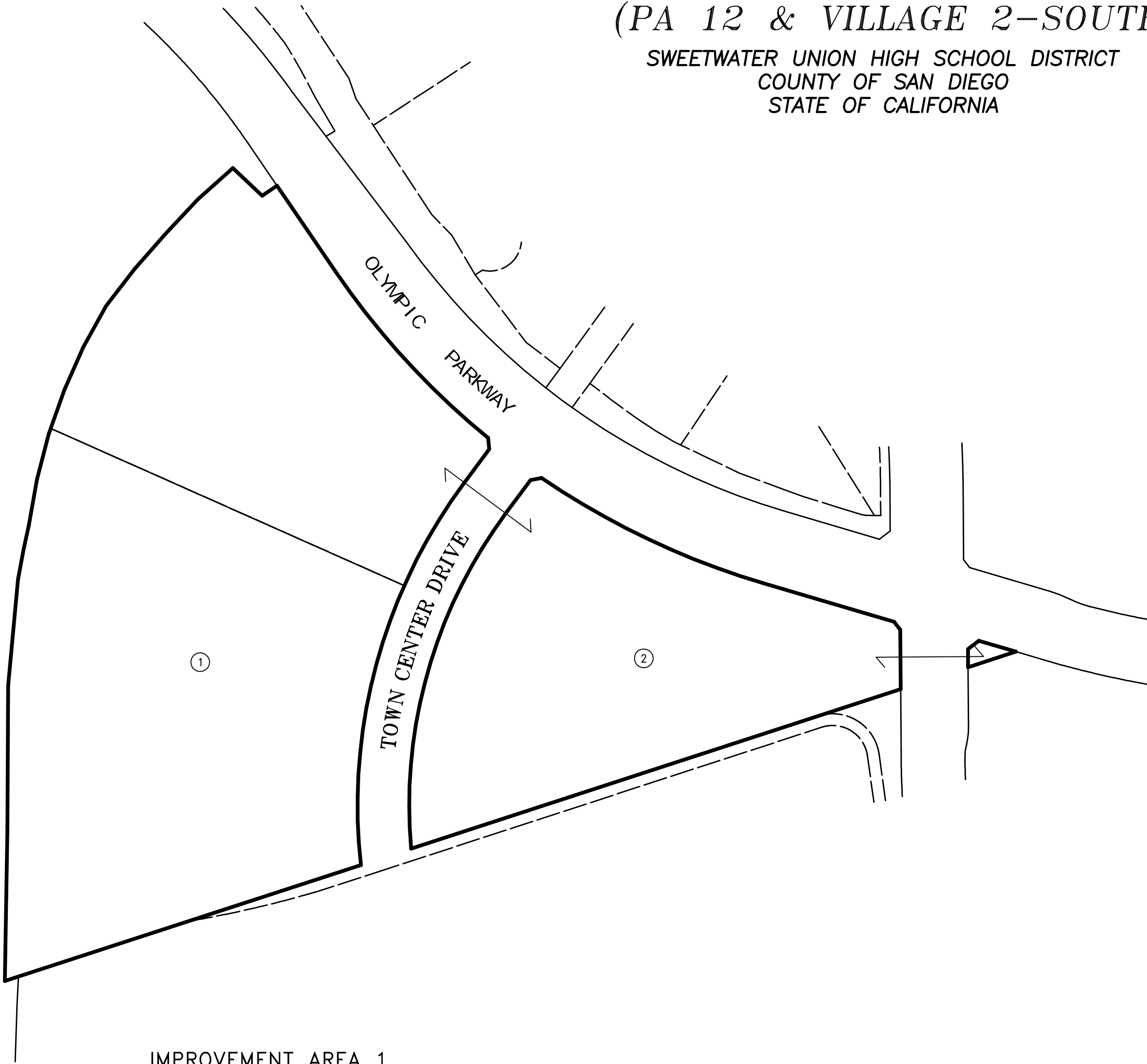
May 8, 2017
Date

EXHIBIT “A”

**MAP OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 19
AND
IMPROVEMENT AREA NOS. 1 AND 2**

PROPOSED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 19
(PA 12 & VILLAGE 2-SOUTH)

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



BOARD OF TRUSTEES CERTIFICATE

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF TRUSTEES OF THE
SWEETWATER UNION HIGH SCHOOL DISTRICT THIS ____ DAY OF _____, 20____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

BOARD OF TRUSTEES APPROVAL

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY
FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL
DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY
THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT
AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF
_____, 20____, BY ITS RESOLUTION NO. _____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
1	1	643-051-56-00
2	1	643-020-88-00
3	2	644-312-01-00
4	2	644-312-02-00
5	2	644-312-03-00
6	2	644-312-04-00
7	2	644-311-02-00
8	2	644-313-46-00
9	2	644-313-47-00
10	2	644-313-48-00
11	2	644-310-09-00
12	2	644-310-06-00
13	2	644-340-23-00
14	2	644-313-52-00
15	2	644-313-53-00
16	2	644-313-04-00
17	2	644-313-05-00
18	2	644-313-30-00
19	2	644-313-29-00
20	2	644-313-31-00
21	2	644-313-32-00
22	2	644-313-49-00
23	2	644-313-45-00
24	2	644-310-05-00
25	2	644-313-34-00

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
26	2	644-313-33-00
27	2	644-313-28-00
28	2	644-313-27-00
29	2	644-313-26-00
30	2	644-313-50-00
31	2	644-313-51-00
32	2	644-313-54-00
33	2	644-313-55-00
34	2	644-313-36-00
35	2	644-313-60-00
36	2	644-313-61-00
37	2	644-313-43-00
38	2	644-313-44-00
39	2	644-313-59-00
40	2	644-313-35-00
41	2	644-313-41-00
42	2	644-313-38-00
43	2	644-313-58-00
44	2	644-313-57-00
45	2	644-313-39-00
46	2	644-313-56-00
47	2	644-313-37-00
48	2	644-313-40-00
49	2	644-313-24-00
50	2	644-313-42-00
51	2	644-313-25-00
52	2	644-313-23-00
53	2	644-313-15-00



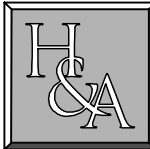
① SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
COMMUNITY FACILITIES DISTRICT BOUNDARY

200 0 200 400 600
SCALE 1"= 200'

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT
THE HOUR OF _____ O'CLOCK, _____ M. AS DOCUMENT NO. _____
IN BOOK _____ OF MAPS OF ASSESSMENTS
AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF
THE COUNTY RECORDING IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNEST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



HUNSAKER & ASSOCIATES SAN DIEGO, INC.
PLANNING - ENGINEERING - SURVEYING
9707 MAPLES STREET - SAN DIEGO, CA 92121
(858) 558-4500 - FAX (858) 558-1414
R:\1240\Map\Exhibits\EX PA 12 & Vill 2 South CFD Exhibit 18X26 SHT 01.dwg[Feb-28-2017:14:40]

NOTE: FOR PARTICULARS OF LINES AND
DIMENSIONS OF ASSESSOR'S PARCELS,
REFERENCE IS MADE TO THE SAN DIEGO
COUNTY ASSESSOR'S PARCEL MAPS.

SHEET	1 OF 2
DATE	FEBRUARY 2017
JOB NO.	CFD____-____

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

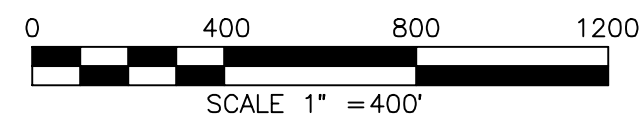


EXHIBIT “B”

DESCRIPTION OF FACILITIES TO BE FINANCED

The School Facilities proposed to be planned for, designed, acquired, constructed, leased, expanded, improved, rehabilitated and/or financed by CFD No. 19 are as follows:

1. Any school facility or facilities with an estimated useful life of five years or longer needed by the Sweetwater Union High School District (“School District”), including, without limitation: sites; on-site and off-site improvements (including landscaping, access roadways, drainage, sidewalks and gutters, utility lines, playground areas and equipment); classrooms; recreational facilities; on-site school offices and other administrative spaces; central (off-site) support and administrative facilities; interim student housing; transportation facilities; and furnishings and equipment, including, but not by way of limitation the following:
 - (i) Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings, additions to existing buildings, or interim facilities;
 - (ii) Central administration and support facilities;
 - (iii) Technology equipment and infrastructure therefor, including mobile devices;
 - (iv) Furnishings, equipment, buses, and vehicles; and
 - (v) Modernization, rehabilitation and expansion of the foregoing and similar facilities to meet education policies as reasonably determined by the Board of Trustees of the School District.
2. The costs attributable to planning, engineering, designing, coordinating, leasing, financing, acquiring, expanding, relocating, rehabilitating, or constructing (or any combination thereof) of Facilities described in this Exhibit (including, without limitation, construction management, inspection, materials testing, and construction staking); any “debt,” as defined in Government Code Section 53317(d); the costs to issue and sell any such debt (including, without limitation, underwriters discount, appraisals, market studies, reserve fund, capitalized interest, bond counsel, special tax consultant, bond trustee or fiscal agent, bond and official statement printing, and administrative expenses of the School District and/or CFD No. 19), and all other incidental expenses.

The School Facilities shall be constructed, whether or not acquired in their completed states, pursuant to plans and/or specifications approved by the School District.

The School Facilities described in this Exhibit are representative of the types of improvements to be funded or financed by the CFD No. 19. Addition, deletion or modification of School Facilities may be made consistent with the requirements of the District, CFD No. 19, and the Mello-Roos Act.

EXHIBIT “C-1”

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY
FACILITIES DISTRICT NO. 19 (IMPROVEMENT AREA NO. 1)**

**RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 19
IMPROVEMENT AREA 1
(Planning Area 12)
SWEETWATER UNION HIGH SCHOOL DISTRICT**

This Rate and Method of Apportionment of Special Tax sets forth the Special Tax applicable to each Assessor's Parcel within Community Facilities District No. 19 Improvement Area 1 ("CFD No. 19 IA-1") of the Sweetwater Union High School District ("School District") to be apportioned, levied and collected according to the Special Tax liability determined by the Board of Trustees of the School District, acting as the Legislative Body of CFD No. 19 IA-1. The applicable Annual Maximum Special Tax shall be determined pursuant to the application of the appropriate amount or rate for Developed Property and Undeveloped Property, as described below. All Developed Property and Undeveloped Property within the CFD No. 19 IA-1, unless exempted by law or the provisions of Section V below, shall be subject to the applicable Annual Maximum Special Tax levied and collected to the extent and in the manner hereinafter provided in each Fiscal Year.

I. DEFINITIONS:

"Acre(s)" applies only to Undeveloped Property and means the acreage of an Assessor's Parcel as set forth on the latest San Diego County assessor's map if such acreage is shown thereon. If such acreage is not shown on such map, the acreage shall be the acreage information shown upon any recorded subdivision map, parcel map, record of survey, or other recorded document describing the property. If none of the above information is available, or is in conflict, the determination of the acreage shall be made by the School District.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

"Administrative Expense" means any cost incurred by the School District on behalf of the CFD No. 19 IA-1 related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, the administration of the Bonds of the CFD No. 19 IA-1, and any other costs incurred in order to carry out the authorized purposes of the CFD No. 19 IA-1.

"Age-Restricted Unit" means a residential dwelling unit restricted for the use consistent with the provisions of Section 65995.1 of the Government Code or subsequent successor statutory provisions.

“Annual Maximum Special Tax” means the maximum Special Tax that may be levied in each Fiscal Year pursuant to Sections III. and IV. on each Assessor’s Parcel classified as Developed Property for a period not to exceed 35 years from the beginning of the Initial Fiscal Year, and on each Assessor’s Parcel classified as Undeveloped Property for a period not to exceed the term of any Bonds which may be secured by such Undeveloped Property or until classified as Developed Property.

“Annual Special Tax Requirement” means the amount required in any Fiscal Year to pay for: i) the debt service on all outstanding Bonds, ii) a sinking fund for the acquisition, construction, equipment and finance costs of future Facilities, iii) Administrative Expense, iv) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and v) any other payments permitted by law.

“Apartment Property” means the development of multiple dwelling units under common ownership to be leased to end users.

“Assessable Square Footage” means, for a Residential Dwelling Unit, the assessable area of improvement exclusive of garage area or carport area as shown on the most recent building permit issued for such dwelling unit. Assessable Square Footage for Apartment Property means the assessable space within the perimeter of the structure excluding carport area or garage area but includes areas such as hallways, leasing office, and common areas such as a gym or meeting rooms.

“Assessor’s Parcel” means a parcel of land as designated on a map of the San Diego County Assessor and which has been assigned a discrete identifying parcel number.

“Board” means the Board of Trustees of the Sweetwater Union High School District.

“Bond Yield” means the yield of the last series of Bonds issued, for purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended for the purpose of the non-arbitrage certificate or other similar bond issuance document.

“Bonds” means the bonds or other debt obligations (as defined in Section 53317(d) of the Act), including, but not limited to certificates of participation or leases, of the CFD No. 19 IA-1 issued and sold to finance the Facilities.

“Boundary Map” means the boundary map of CFD No. 19 IA-1.

“Commercial/Industrial/Other Property” means property zoned for commercial/ industrial use or any other uses, other than uses associated with a Residential Dwelling Unit or Apartment Project.

“Cost Index” means the latest published Building Cost Index for the City of Los Angeles available as of July 1st as set forth in the Engineering News Record, McGraw-Hill Construction Weekly, or if not available, the School District shall determine a suitable replacement.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit was issued to permit the construction of a Residential Dwelling Unit or Apartment Property on or before June 30 of the preceding Fiscal Year.

“Facilities” means the school facilities designated in the CFD No. 19 IA-1 Special Tax Report approved by the Board.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Initial Fiscal Year” applies only to Developed Property and means the first Fiscal Year in which the Annual Maximum Special Tax will be apportioned and levied on an Assessor’s Parcel of Developed Property.

“Land Use Category” means the classification of a Residential Dwelling Unit or Apartment Property based on the applicable definitions in Section I.

“Proportionately” means for Undeveloped Property that the ratio of the actual Special Tax levy per Acre to the Annual Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property within CFD No. 19 IA-1.

“Residential Dwelling Unit” means any residential dwelling unit, except for an Age-Restricted Unit.

“Special Tax” means the amount of special taxes to be levied on Developed Property and Undeveloped Property in any Fiscal Year, as determined pursuant to Section IV below.

“Taxable Property” means all Assessor’s Parcels within the CFD No. 19 IA-1 which are not exempt from the levy of Special Tax pursuant to Section V below.

“Undeveloped Property” means all Taxable Property that is not classified as Developed Property.

II. ASSIGNMENT TO LAND USE CATEGORIES:

On July 1 of each Fiscal Year, beginning on July 1, 2017, each Assessor’s Parcel shall be categorized as Developed Property or Undeveloped Property. Developed Property shall be assigned to a Land Use Category as provided for in Table 1 below.

III. ANNUAL MAXIMUM SPECIAL TAX:

A. Developed Property

The Annual Maximum Special Tax for any Assessor’s Parcel classified as Developed Property shall be determined this Section A.

Table 1
Annual Maximum Special Tax Developed Property
for Fiscal Year 2016/17

Land Use Category	Taxable Unit	Assessable Square Footage	Annual Maximum Special Tax
LUC 1 – Residential Dwelling Unit	Assessable Square Foot	1,699 sq. ft. or Less	\$0.6963
LUC 2 – Residential Dwelling Unit	Assessable Square Foot	1,700 sq. ft. to 2,099 sq. ft.	\$0.6349
LUC 3 – Residential Dwelling Unit	Assessable Square Foot	2,100 sq. ft. or Greater	\$0.5632
LUC 4 – Apartment Property	Assessable Square Foot	N/A	\$0.3840

On July 1 of each Fiscal Year prior to and including the Initial Fiscal Year a Residential Dwelling Unit or Apartment Property is classified as Developed Property, commencing on July 1, 2017, applicable for the 2017/18 Fiscal Year, the Annual Maximum Special Tax for Developed Property shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period, or (ii) two percent (2.00%) of the applicable Annual Maximum Special Tax amount in effect in the immediately prior Fiscal Year.

On July 1 of each Fiscal Year following the Initial Fiscal Year a Residential Dwelling Unit or Apartment Property is classification as Developed Property, the Annual Maximum Special Tax rate for such Residential Dwelling Unit or Apartment Property shall be increased by two percent (2.00%) of the Annual Maximum Special Tax amount in effect in the immediately prior Fiscal Year.

B. Undeveloped Property

The School District may levy a Special Tax on Undeveloped Property based on the criteria described in Sections IV. The Annual Maximum Special Tax for an Assessor's Parcel classified as Undeveloped Property for Fiscal Year 2016/17 is shown in Table 2 below per Acre. On July 1 of each Fiscal Year, commencing on July 1, 2017, applicable for the 2017/18 Fiscal Year, the Annual Maximum Special Tax rate per Acre for Undeveloped Property shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period or (ii) two percent (2.00%) of the Annual Maximum Special Tax amount in effect in the immediately prior Fiscal Year.

Table 2
Annual Maximum Special Tax Undeveloped Property
for Fiscal Year 2016/17

Land Use Designation	Annual Maximum Special Tax
Undeveloped	\$1,774.23 per Acre

IV. METHOD OF APPORTIONMENT OF THE SPECIAL TAX:

Commencing in Fiscal Year 2017/18, and each Fiscal Year thereafter, the Board shall levy the Special Tax in the following order of priority:

First: The Special Tax shall be levied on all Developed Property within CFD No. 19 IA-1 at a rate of 100% of the Annual Maximum Special Tax.

Second: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on all Undeveloped Property within CFD No. 19 IA-1, at a rate up to 100% of the Annual Maximum Special Tax Undeveloped Property to satisfy the requirement.

V. EXEMPTIONS:

The Board shall not levy a Special Tax on:

- A. Assessor's Parcels of property existing at the time of the establishment of the CFD No. 19 IA-1 which will be conveyed, dedicated, or irrevocably offered for dedication to a public agency, including property owned by a public agency which is in public use; property which is utilized for public utility purposes and not occupied on a regular basis by employees of the utility; property irrevocably dedicated to a public agency for public use ("Public Property");
- B. Property owned by a church and utilized for religious church purposes ("Church Property");
- C. Property owned by a homeowner's association ("HOA Property");
- D. Property which is zoned for open space ("OS Property");
- E. Property used as a golf course other than clubhouse facilities ("Golf Property");
- F. Property which has no intrinsic value upon foreclosure, such as sliver parcels at entries and perimeter landscape parcels ("Landscape Property");

- G. Assessor's Parcels, or portions thereof, developed as Commercial/Industrial /Other Property, although the Commercial/Industrial/Other portion of the property is subject to applicable statutory fees ("Commercial Property") and any residential development that is developed on the Commercial/Industrial/ Other Property is not otherwise exempt shall be levied the applicable Annual Maximum Special Tax;
- H. Assessor's Parcels, or portions thereof, developed as Age-Restricted Units, although the Age-Restricted Units portion of the property is subject to applicable statutory fees ("Age-Restricted Property"). Any residential development that is developed on the Age-Restricted is not otherwise exempt shall be levied the applicable Annual Maximum Special Tax; and
- I. Assessor's Parcels for which the Annual Maximum Special Tax has been fully discharged, as determined pursuant to Section VI.

Tax exempt status will be assigned in the chronological order in which property becomes Public Property, Church Property, HOA Property, OS Property, Golf Property, Landscape Property, Commercial Property and Age-Restricted Property provided however, that no such classification shall reduce the sum of all Taxable Property to less than 21 Acres for the property within CFD No. 19 IA-1. Property that would otherwise be tax exempt, except for the minimum number of acres required to be Taxable Property shall be required to prepay the Special Tax in full at the then applicable rate per Acre for Undeveloped Property pursuant to Section VI. In the event the prepayment is not made pursuant to the preceding sentence; the Assessor's Parcels will be subject to taxation as Undeveloped Property without regard to the status the of the property.

VI. PREPAYMENT OF THE ANNUAL MAXIMUM SPECIAL TAX:

Any owner of property or land within CFD No. 19 IA-1 may fully discharge the Annual Maximum Special Tax obligation for Developed Property applicable to such property or land in full as provided for in Section A below, or in part as provided for in Section B below, by making a cash payment as follows:

A. Calculation of Full Prepayment

At the time of, or subsequent to the issuance of a building permit for a Residential Dwelling Unit or Apartment Property, the owner may discharge the Annual Maximum Special Tax Developed Property in full by making a cash payment to CFD No. 19 IA-1. The prepayment formula is defined as follows:

$$\text{Prepayment Formula: } P = PVT + F + RP$$

The variables are described as: P - the prepayment amount, PVT - the present value of all future Annual Maximum Special Taxes, F - prepayment fees, and RP - redemption premium on the Bonds, if applicable.

The PVT or present value of all future Annual Maximum Special Taxes means the present value of the Annual Maximum Special Tax Developed Property applicable to the subject Residential Dwelling Unit or Apartment Property including future increases to the Annual Maximum Special Tax (Section III.A) in each remaining Fiscal Year subsequent to the Fiscal Year in which the calculation is made. The discount rate used to calculate the prepayment amount is dependent on the timing of the request for prepayment. Prior to or at the issuance of the building permit, the discount rate is equal to 7.05814%. After the issuance of the building permit, the discount rate used to calculate the Present Value of Taxes shall: (i) prior to issuance of Bonds, be equal to six and one-half percent (6.5%); and (ii) after issuance of Bonds, be equal to the lesser of (a) the Bond Yield and (b) six and one-half percent (6.5%). The remaining term for which the Special Tax may be levied is calculated by subtracting the number of years, including the present Fiscal Year, to which the Residential Dwelling Unit or Apartment Project has been subject to the Annual Maximum Special Tax Developed Property from thirty-five (35).

Prepayment fees or F means the fees of the School District, the fiscal agent and any consultants retained by the School District in connection with the prepayment calculations and redemption of the Bonds.

Redemption premium on the Bonds or RP means a prepayment premium as set forth in the Bond indenture for a mandatory redemption of the Bonds from prepayment, if required, as of the prepayment date and includes, if applicable, the amount needed to pay interest on the redemption amount until the earliest available redemption date.

In addition, any property owner prepaying his or her Annual Special Tax Developed Property must also pay the present Fiscal Year levy and all delinquent special taxes, interest and penalties owing on the parcel on which prepayment is being made, if any, directly to the County of San Diego prior to a cancellation of the Special Tax lien being recorded.

B. Calculation of the Partial Prepayment

After the issuance of a building permit, or subsequent to but prior to first occupancy, the owner may alternatively discharge a portion of the Annual Maximum Special Tax Developed Property in part by making a cash payment to CFD No. 19 IA-1 which shall be determined by multiplying the result of the calculation of the PVT described in Section VI (A) for prepayment which occur before the issuance of a building permit above by the owner's desired prepayment percentage. All other elements of the prepayment formula (prepayment fees, "F", and redemption premium, "RP") remain and are added to determine the partial prepayment amount total. The Annual Maximum Special Tax applicable to a Residential Dwelling Unit or Apartment Property utilizing a prepayment percentage less than 100% shall be reduced in the Fiscal Year

following the date of prepayment, and for each Fiscal Year thereafter, by multiplying the Residential Dwelling Unit's or Apartment Property's Annual Maximum Special Tax by 100% less the prepayment percentage collected. The Residential Dwelling Unit's or Apartment Property's revised Annual Maximum Special Tax described in this paragraph shall be used in calculations related to Section IV.

VII. MANNER OF COLLECTION:

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, the Special Taxes may be collected by other means, including direct billing. The Special Tax shall be subject to the same penalties and same procedure, sale and lien priority in case of delinquency as is provided for with ad valorem taxes.

VIII. TERMINATION OF SPECIAL TAX LEVY:

Provided that Special Taxes previously levied on a Residential Dwelling Unit or Apartment Property are not delinquent, the lien of Special Taxes of the CFD No. 19 IA-1 shall terminate as to such as follows: i) the close of the 35th Fiscal Year following the beginning of the Initial Fiscal Year for such Residential Dwelling Unit or Apartment Property, or ii) the Special Tax obligation has been fully and completely discharged pursuant to Section VI.

IX. APPEALS AND INTERPRETATION PROCEDURE

Any property owner or resident who feels that the amount or formula of the Special Tax as applied to his or her property is in error may file a notice with the School District appealing the levy of the Special Tax. An Appeal Panel of 3 members, as appointed by the School District, will communicate the findings of the Appeals Panel. If the findings of the Appeals Panel verify that the Special Tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the Special Tax levy shall be corrected, and if applicable in any case, a refund shall be granted. The period used for calculating a refund will be limited to the fiscal year of the appeal.

Interpretations may be made by the School District by resolution for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to these proceedings.

X. ANNUAL MAXIMUM SPECIAL TAX REMAINDER FROM DEVELOPED PROPERTY

In any Fiscal Year, when proceeds of Annual Maximum Special Tax for Developed Property is greater than the sum of i) debt service on all outstanding Bonds, ii) the cost associated with the release of funds from an escrow account(s) established in

association with the Bonds, iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and iv) Administrative Expenses, such amount shall be available for the School District subject to any required reserve fund replenishment. The School District shall use proceeds for acquisition, construction or financing school facilities in accordance with the Act and other applicable law as determined by the School District.

XI. SCHOOL FACILITIES TO BE FINANCED

The school facilities to be funded include, but not by way of limitation, the construction and acquisition as reasonably determined from time to time by School District during the term of the herein described Special Taxes of the following:

- A. Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings or interim additions to existing buildings (collectively, "Interim Facilities");
- B. Central administration and support facilities;
- C. Technology equipment and infrastructure therefor, including mobile devices;
- D. Furnishings, equipment, buses, and vehicles; and
- E. Modernization, rehabilitation and expansion of the foregoing and the foregoing or similar facilities to meet education policies as reasonably determined by the Board during the term of the Special Taxes of CFD No. 19 IA-1.

The foregoing is only by way of explanation and is not a limitation or change to any of the provisions of this Rate and Method of Apportionment.

EXHIBIT “C-2”

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY
FACILITIES DISTRICT NO. 19 (IMPROVEMENT AREA NO. 2)**

**RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 19
IMPROVEMENT AREA 2
(Portion of Village 2)
SWEETWATER UNION HIGH SCHOOL DISTRICT**

This Rate and Method of Apportionment of Special Tax sets forth the Special Tax applicable to each Assessor's Parcel within Community Facilities District No. 19 Improvement Area 2 ("CFD No. 19 IA-2") of the Sweetwater Union High School District ("School District") to be apportioned, levied and collected according to the Special Tax liability determined by the Board of Trustees of the School District, acting as the Legislative Body of the CFD No. 19 IA-2. The applicable Annual Maximum Special Tax shall be determined pursuant to the application of the appropriate amount or rate for Developed Property and Undeveloped Property, as described below. All Developed Property and Undeveloped Property within the CFD No. 19 IA-2, unless exempted by law or the provisions of Section V below, shall be subject to the applicable Annual Maximum Special Tax levied and collected to the extent and in the manner hereinafter provided in each Fiscal Year.

I. DEFINITIONS:

"Acre(s)" applies only to Undeveloped Property and means the acreage of an Assessor's Parcel as set forth on the latest San Diego County assessor's map if such acreage is shown thereon. If such acreage is not shown on such map, the acreage shall be the acreage information shown upon any recorded subdivision map, parcel map, record of survey, or other recorded document describing the property. If none of the above information is available, the determination of the acreage shall be made by the School District.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

"Administrative Expense" means any cost incurred by the School District on behalf of the CFD No. 19 IA-2 related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, the administration of the Bonds of the CFD No. 19 IA-2, and any other costs incurred in order to carry out the authorized purposes of the CFD No. 19 IA-2.

"Age-Restricted Unit" means a residential dwelling unit restricted for the use consistent with the provisions of Section 65995.1 of the Government Code or subsequent successor statutory provisions.

“Annual Maximum Special Tax” means the maximum Special Tax that may be levied in each Fiscal Year pursuant to Sections III. and IV. on each Assessor’s Parcel classified as Developed Property for a period not to exceed 35 years from the beginning of the Initial Fiscal Year, and on each Assessor’s Parcel classified as Undeveloped Property for a period not to exceed the term of any Bonds which may be secured by such Undeveloped Property.

“Annual Special Tax Requirement” means the amount required in any Fiscal Year to pay for: i) the debt service on all outstanding Bonds, ii) a sinking fund for the acquisition, construction, equipment and finance costs of future Facilities, iii) Administrative Expense, iv) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and v) any other payments permitted by law.

“Assessor’s Parcel” means a parcel of land as designated on a map of the San Diego County Assessor and which has been assigned a discrete identifying parcel number.

“Board” means the Board of Trustees of the Sweetwater Union High School District.

“Bonds” means the bonds or other debt obligations (as defined in Section 53317(d) of the Act), including, but not limited to certificates of participation or leases, of the CFD No. 19 IA-2 issued and sold to finance the Facilities.

“Boundary Map” means the boundary map of CFD No. 19 IA-2.

“Commercial/Industrial/Other Property” means property zoned for commercial/ industrial use or any other uses, other than uses associated with a Residential Dwelling Unit or an Age-Restricted Unit.

“Cost Index” means the applicable building cost index for the City of Los Angeles as set forth in the Engineering News Record, McGraw-Hill Construction Weekly, or if not available, the School District shall determine a suitable replacement. However, that with respect to the portion of the Special Taxes relating to the land component, the term “Cost Index” shall mean four percent (4%) per year or the Cost Index which ever is greater, as described in Section III.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit was issued to permit the construction of a Residential Dwelling Unit or Age-Restricted Unit on or before June 30 of the preceding Fiscal Year.

“Facilities” means the school facilities designated in the CFD No. 19 IA-2 Special Tax Report approved by the Board.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“House Square Footage” means the assessable area of improvement exclusive of garage area or carport area of a Residential Dwelling Unit or Age Restricted Unit as shown on the most recent building permit issued for such dwelling unit.

"Initial Fiscal Year" applies only to Developed Property and means the first Fiscal Year in which the Annual Maximum Special Tax will be apportioned and levied on an Assessor's Parcel of Developed Property.

"Land Use Category" means the classification of a Residential Dwelling Unit or Age-Restricted Unit based on the applicable definitions in Section I.

"Proportionately" means for Undeveloped Property that the ratio of the actual Special Tax levy per Acre to the Annual Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property within CFD No. 19 IA-2.

"Residential Dwelling Unit" means any residential dwelling unit, except for an Age-Restricted Unit, constructed or to be constructed for habitable living purposes.

"Special Tax" means the amount of special taxes to be levied on Developed Property and Undeveloped Property in any Fiscal Year, as determined pursuant to Section IV. below.

"Taxable Property" means all Assessor's Parcels within the CFD No. 19 IA-2 which are not exempt from the levy of Special Tax pursuant to Section V below.

"Undeveloped Property" means all Taxable Property that is not classified as Developed Property.

II. ASSIGNMENT TO LAND USE CATEGORIES:

On July 1 of each Fiscal Year, beginning on July 1, 2017, each Assessor's Parcel shall be categorized as Developed Property or Undeveloped Property. Developed Property shall be assigned to a Land Use Category as provided for in Table 1 below.

III. ANNUAL MAXIMUM SPECIAL TAX:

A. Developed Property

The Annual Maximum Special Tax for any Assessor's Parcel classified as Developed Property shall be determined by reference to Table 1 for the 2016/17 Fiscal Year, and the paragraphs that follow Table 1.

Table 1
Annual Maximum Special Tax Developed Property
for Fiscal Year 2016/17

<u>Land Use Category</u>	<u>Land Use Designation</u>	Tax Zone 2		
		<u>Annual Maximum Special Tax:</u> <u>Land</u>	<u>Annual Maximum Special Tax:</u> <u>Other</u>	<u>Annual Maximum Special Tax:</u> <u>Total</u>
LUC 1	Residential Dwelling Unit	\$0.2376 per House Square Foot	\$0.3151 per House Square Foot	\$0.5527 per House Square Foot
LUC 2	Age-Restricted Dwelling Unit	\$0.0396 per House Square Foot	\$0.0525 per House Square Foot	\$0.0921 per House Square Foot

In determining the Annual Maximum Special Tax applicable to a Residential Dwelling Unit or Age Restricted Dwelling Unit of Developed Property in its Initial Fiscal Year, the Annual Maximum Special Tax for each Land Use Category in Table 1 shall be increased in the 2017/18 Fiscal Year, and each Fiscal Year thereafter, by the greater of:

- i) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) two (2) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as “Other” in Table 1 above, and
- ii) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) four (4) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as “Land” in Table 1 above.

In each Fiscal Year following the Initial Fiscal Year on a Residential Dwelling Unit or Age Restricted Dwelling Unit of Developed Property, the Annual Maximum Special Tax applicable to that parcel shall be determined by increasing the prior year total Annual Maximum Special Tax by two (2) percent per Fiscal Year.

B. Undeveloped Property

The School District may levy a Special Tax on Undeveloped Property based on the criteria described in Sections IV. The Annual Maximum Special Tax for an Assessor’s Parcel classified as Undeveloped Property for the Fiscal Year 2016/17 is shown in Table 2 below per Acre. In determining the Annual Maximum Special Tax per Acre for an Assessor’s Parcel classified as Undeveloped Property for the 2017/18 Fiscal Year, and each Fiscal Year

thereafter, the Annual Maximum Special Tax per Acre shall be increased by the greater of:

- i) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) two (2) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as "Other" in Table 2, and
- ii) the annual percentage change in the Cost Index determined every May 31 for the prior twelve (12) month period, commencing on May 31, 2017, or ii) four (4) percent per Fiscal Year for the component of the Annual Maximum Special Tax identified as "Land" in Table 2 below.

Table 2
Annual Maximum Special Tax Undeveloped Property
for Fiscal Year 2016/17

<u>Land Use</u> <u>Designation</u>	<u>Annual Maximum</u> <u>Special Tax:</u> <u>Land</u>	<u>Annual Maximum</u> <u>Special Tax:</u> <u>Other</u>	<u>Annual Maximum</u> <u>Special Tax:</u> <u>Total</u>
Undeveloped	\$5,895.77 per Acre	\$7,819.32 per Acre	\$13,715.09 per Acre

IV. METHOD OF APPORTIONMENT OF THE SPECIAL TAX:

Commencing in Fiscal Year 2017/18, and each Fiscal Year thereafter, the Board shall levy the Special Tax in the following order of priority:

First: The Special Tax shall be levied on all Developed Property within CFD No. 19 IA-2 at a rate of 100% of the Annual Maximum Special Tax.

Second: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on all Undeveloped Property within CFD No. 19 IA-2, at a rate up to 100% of the Annual Maximum Special Tax Undeveloped Property.

V. EXEMPTIONS:

The Board shall not levy a Special Tax on:

- A. Assessor's Parcels of property existing at the time of the establishment of the CFD No. 19 IA-2 which will be conveyed, dedicated, or irrevocably offered for

dedication to a public agency, including property owned by a public agency which is in public use; property which is utilized for public utility purposes and not occupied on a regular basis by employees of the utility; property irrevocably dedicated to a public agency for public use ("Public Property");

- B. property owned by a church and utilized for church purposes ("Church Property");
- C. Property owned by a homeowner's association ("HOA Property");
- D. Property which is zoned for open space ("OS Property");
- E. Property used as a golf course other than clubhouse facilities ("Golf Property"); and
- F. Property which has no intrinsic value upon foreclosure, such as sliver parcels at entries and perimeter landscape parcels ("Landscape Property"),
- G. Assessor's Parcels of Commercial/Industrial/Other Property, although the commercial/industrial/other portion of the property is subject to applicable statutory fees ("Commercial Property") and any Developed Property portion of the property is not exempt, and
- H. Assessor's Parcels for which the Annual Maximum Special Tax has been fully discharged, as determined pursuant to Section VI.

Tax exempt status will be irrevocably assigned in the chronological order in which property becomes Public Property, Church Property, HOA Property OS Property, Golf Property, Landscape Property and Commercial Property provided however, that no such classification shall reduce the sum of all Taxable Property to less than 141 Acres for the property within CFD No. 19 IA-2 at the time of formation.

Property that is not exempt from Special Taxes under this section shall be required to prepay the Special Tax in full at the then applicable rate per acre for Undeveloped Property pursuant to Section VI. In the event the prepayment is not made pursuant to the preceding sentence; the Assessor parcels will be subject to taxation as Undeveloped Property.

VI. PREPAYMENT OF THE ANNUAL MAXIMUM SPECIAL TAX:

Any owner of property or land within CFD No. 19 IA-2 may fully discharge the Annual Maximum Special Tax obligation for Developed Property applicable to such property or land in full as provided for in Section A below, or in part as provided for in Section B below, by making a cash payment as follows:

A. Calculation of Full Prepayment

At the time of, or subsequent to the issuance of a building permit for a Residential Dwelling Unit or Age-Restricted Unit, the owner may discharge the Annual Maximum Special Tax Developed Property in full by making a cash payment to CFD No. 19 IA-2. The prepayment formula is defined as follows:

$$\text{Prepayment Formula: } P = PVT + F + RP$$

The variables are described as: P - the prepayment amount, PVT - the present value of all future Annual Maximum Special Taxes, F - prepayment fees, and RP - redemption premium on the Bonds, if applicable.

The PVT or present value of all future Annual Maximum Special Taxes means the present value of the Annual Maximum Special Tax Developed Property applicable to the subject Residential Dwelling Unit or Age-Restricted Unit including future increases to the Annual Maximum Special Tax (Section III.A) in each remaining Fiscal Year subsequent to the Fiscal Year in which the calculation is made. The discount rate used to calculate the prepayment amount is dependent on the timing of the request for prepayment. Prior to or at the issuance of the building permit, the discount rate is equal to 7.05814%. After the issuance of the building permit, the discount rate used to calculate the Present Value of Taxes shall: (i) prior to issuance of Bonds, be equal to six and one-half percent (6.5%); and (ii) after issuance of Bonds, be equal to the lesser of (a) the Bond Yield and (b) six and one-half percent (6.5%). The remaining term for which the Special Tax may be levied is calculated by subtracting the number of years, including the present Fiscal Year, to which the Residential Dwelling Unit or Age-Restricted Unit has been subject to the Annual Maximum Special Tax Developed Property from thirty-five (35).

Prepayment fees or F means the fees of the School District, the fiscal agent and any consultants retained by the School District in connection with the prepayment calculations and redemption of the Bonds.

Redemption premium on the Bonds or RP means a prepayment premium as set forth in the Bond indenture for a mandatory redemption of the Bonds from prepayment, if required, as of the prepayment date and includes, if applicable, the amount needed to pay interest on the redemption amount until the earliest available redemption date.

In addition, any property owner prepaying his or her Annual Special Tax Developed Property must also pay the present Fiscal Year levy and all delinquent special taxes, interest and penalties owing on the parcel on which prepayment is being made, if any, directly to the County of San Diego prior to a cancellation of the Special Tax lien being recorded.

B. Calculation of the Partial Prepayment

After the issuance of a building permit, or subsequent to but prior to first occupancy, the owner may alternatively discharge a portion of the Annual Maximum Special Tax Developed Property in part by making a cash payment to CFD No. 19 IA-2 which shall be determined by multiplying the result of the calculation of the PVT described in Section VI (A) for prepayment which occur before the issuance of a building permit above by the owner's desired prepayment percentage. All other elements of the prepayment formula

(prepayment fees, "F", and redemption premium, "RP") remain and are added to determine the partial prepayment amount total. The Annual Maximum Special Tax applicable to a Residential Dwelling Unit or Age-Restricted Unit utilizing a prepayment percentage less than 100% shall be reduced in the Fiscal Year following the date of prepayment, and for each Fiscal Year thereafter, by multiplying the Residential Dwelling Unit's or Age-Restricted Unit's Annual Maximum Special Tax by 100% less the prepayment percentage collected. The Residential Dwelling Unit's or Age-Restricted Unit's revised Annual Maximum Special Tax described in this paragraph shall be used in calculations related to Section IV.

VII. MANNER OF COLLECTION:

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, the Special Tax may be collected by other means, including direct billing. The Special Tax shall be subject to the same penalties and same procedure, sale and lien priority in case of delinquency as is provided for with ad valorem taxes.

VIII. TERMINATION OF SPECIAL TAX LEVY:

Provided that Special Taxes previously levied on an Assessor's Parcel are not delinquent, the lien of Special Taxes of the CFD No. 19 IA-2 shall terminate as to such Assessor's Parcel as follows: i) the close of the 35th Fiscal Year following the beginning of the Initial Fiscal Year for such Assessor's Parcel, or ii) the Special Tax obligation has been fully and completely discharged pursuant to Section VI.

IX. APPEALS AND INTERPRETATION PROCEDURE:

Any property owner or resident who feels that the amount or formula of the Special Tax is in error may file a notice with the School District appealing the levy of the Special Tax.

An appeal panel of 3 members, as appointed by the School District, will communicate the findings of the Appeals Panel. If the findings of the Appeals Panel verify that the Special Tax should be modified or changed, a recommendation at that time will be made to the Board and, as appropriate, the Special Tax levy shall be corrected, and if applicable in any case, a refund shall be granted. The period used for calculating a refund will be limited to the fiscal year of the appeal.

Interpretations may be made the School District by resolution for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to these proceedings.

X. ANNUAL MAXIMUM SPECIAL TAX REMAINDER FROM DEVELOPED PROPERTY:

In any Fiscal Year, when proceeds of Annual Maximum Special Tax for Developed Property is greater than the sum of i) debt service on all outstanding Bonds, ii) the cost associated with the release of funds from an escrow account(s) established in association with the Bonds, iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and iv) Administrative Expenses, such amount shall be available for the School District subject to any required reserve fund replenishment. The School District shall use proceeds for acquisition, construction or financing school facilities in accordance with the Act and other applicable law as determined by the School District.

XI. SCHOOL FACILITIES TO BE FINANCED:

The school facilities to be funded include, but not by way of limitation, the construction and acquisition as reasonably determined from time to time by School District during the term of the herein described Special Taxes of the following:

- A. Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings or interim additions to existing buildings (collectively, "Interim Facilities");
- B. Central administration and support facilities;
- C. Technology equipment and infrastructure therefor, including mobile devices;
- D. Furnishings, equipment, buses, and vehicles; and
- E. Modernization, rehabilitation and expansion of the foregoing and the foregoing or similar facilities to meet education policies as reasonably determined by the Board during the term of the Special Taxes of CFD No. 19 IA-1.

The foregoing is only by way of explanation and is not a limitation or change to any of the provisions of this Rate and Method of Apportionment.



May 8, 2017

Board Item - Q.-4.

Issue:

Resolution No. 4501.

Superintendent's Recommendation:

Adopt Resolution No. 4501, Resolution of Intention of the Board of Trustees of the Sweetwater Union High School District to Incur Bonded Indebtedness in an Amount Not to Exceed One Hundred Thirty Million Dollars (\$130,000,000) Within Proposed Community Facilities District No. 19 of the Sweetwater Union High School District and the Improvement Areas Thereof, Calling an Election and Taking Related Actions.

Analysis:

Resolution No. 4501 states the intention of the board to incur bonded indebtedness within CFD No. 19 in an amount not to exceed One Hundred Thirty Million Dollars (\$130,000,000). This amount is allocated between the Improvement Areas as follows: Improvement Area No. 1 shall not exceed Twenty Million Dollars (\$20,000,000) and Improvement Area No. 2 shall not exceed One Hundred Ten Million Dollars (\$110,000,000). In accordance with the requirements of the Mello-Roos Act, if it is intended that CFD No. 19 will ultimately issue, or provide for the issuance of, bonds or equivalent securities secured by the special taxes levied within CFD No. 19, a separate resolution of such intent must be adopted. This Resolution provides for a statement of that intention. The bonded indebtedness limit of One Hundred Thirty Million Dollars (\$130,000,000) is larger than is expected to actually be issued based upon the special taxes of CFD No. 19. This is to allow for variations in interest rates or other market conditions that may be prevailing at the time that such bonds are issued.

Resolution No. 4501 directs that a public hearing regarding the incurring of bonded indebtedness of CFD No. 19 will be held at a board meeting on June 12, 2017. This Resolution directs that certain notices, including notices of the public hearing, be given to both the property owner(s) and members of the public generally and provides for a general description of the method of voting that will be utilized to authorize the incurring of bonded indebtedness of CFD No. 19.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or

karen.michel@sweetwaterschools.org.

Fiscal Impact:

Proposed CFD No. 19 will fund, by means of the agreed special taxes and applicable bond proceeds, the agreed school facilities consistent with applicable law. Developers have deposited and will deposit additional funds to cover the costs of forming CFD No. 19.

ATTACHMENTS:

Description	Type
 Reso No. 4501	Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4501

**RESOLUTION OF INTENTION OF THE)
BOARD OF TRUSTEES OF THE)
SWEETWATER UNION HIGH SCHOOL)
DISTRICT TO INCUR BONDED)
INDEBTEDNESS IN AN AMOUNT NOT TO)
EXCEED ONE HUNDRED THIRTY MILLION)
DOLLARS (\$130,000,000) WITHIN PROPOSED)
COMMUNITY FACILITIES DISTRICT NO. 19)
OF THE SWEETWATER UNION HIGH)
SCHOOL DISTRICT AND THE IMPROVEMENT)
AREAS THEREOF, CALLING AN ELECTION)
AND TAKING RELATED ACTIONS)**

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

WHEREAS, the Sweetwater Union High School District ("School District") is a public school district organized and operating pursuant to the California law; and

WHEREAS, the Board of Trustees ("Board") of the School District has previously adopted Board Policy No. 7212, as the Community Facilities District Financing Policy ("CFD Financing Policy") for the School District; and

WHEREAS, the Board of the District has previously adopted Resolution No. 4500, stating its intention to form Community Facilities District No. 19 of the Sweetwater Union High School District ("CFD No. 19") and the improvement areas thereof ("Improvement Areas"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code ("Mello-Roos Act") for the purposes of financing and/or otherwise providing funds to pay for the public facilities described in Resolution No. 4500 and any incidental expenses thereto ("Facilities"); and

WHEREAS, the Board estimates the approximate amount required to finance the Facilities on the basis of current estimated costs, including the incidental costs thereof, to be One Hundred Thirty Million Dollars (\$130,000,000); and

WHEREAS, in order to finance the Facilities, it is necessary to incur bonded indebtedness in an aggregate principal amount not to exceed One Hundred Thirty Million Dollars (\$130,000,000), the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Mello-Roos Act and the Rate and Method of Apportionment for each Improvement Area described in Exhibits "C-1" and "C-2" to Resolution No. 4500.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

Section 1. The foregoing Recitals are true and correct and are hereby incorporated into this Resolution.

Section 2. It is necessary to authorize and incur bonded indebtedness within the boundaries of the Improvement Areas within proposed CFD No. 19 in an aggregate principal amount not to exceed One Hundred Thirty Million Dollars (\$130,000,000) (allocated as set forth below) for the purpose of financing the Facilities and the incidental expenses thereof. Such bonded indebtedness to be authorized and incurred on behalf of and within the boundaries of each of the Improvement Areas in the following not-to-exceed aggregate principal amounts:

Improvement Area No. 1	\$20,000,000
Improvement Area No. 2	\$110,000,000

Section 3. The amount of the proposed bonded indebtedness shall include all costs and estimated costs incurred in connection with or incidental to accomplishing the purposes for which the bonded indebtedness is to be issued, including, but not limited to, the estimated costs of planning, engineering, designing, coordinating, leasing, acquiring, expanding, relocating, rehabilitating, improving, modernizing, constructing, and/or financing (or any combination thereof) the Facilities; satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued pursuant to the Mello-Roos Act; costs associated with the creation of CFD No. 19 and the Improvement Areas and related matters; the determination of the amount of special taxes; costs otherwise incurred in order to carry out the authorized purposes of CFD No. 19 and the Improvement Areas thereof; architectural, engineering, inspection, legal, financial and other consultant fees; bond and other reserve funds; discount fees; capitalized interest on Bonds, for a period not to exceed twenty-four (24) months for any series of Bonds; election costs; administration costs; and all costs of issuance of the Bonds, including, but not limited to, fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, printing costs, and any other expenses incidental to the construction, completion, and inspection of the Facilities.

Section 4. The Board intends to authorize the sale of bonds in an aggregate principal amount not to exceed One Hundred Thirty Million Dollars (\$130,000,000),

allocated among the Improvement Areas as set forth in Section 2 above, at a maximum interest rate not to exceed twelve percent (12%) per annum or at a rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the bonds shall be determined pursuant to a resolution, indenture, or other legal instrument setting forth the issuance terms of the bonds, but such terms shall in no event exceed forty (40) years or such term as is then permitted by law.

- Section 5. A public hearing ("Hearing") on the proposed issuance of bonded indebtedness in an aggregate principal amount not to exceed One Hundred Thirty Million Dollars (\$130,000,000), as allocated among the Improvement Areas as set forth in Section 2 above, and consideration and determination of whether the public interest, convenience, and necessity require the issuance and sale of bonds for CFD No. 19 and the Improvement Areas, shall be held on June 12, 2017, at 6:00 p.m., or as soon thereafter as practicable, in the School District Board Room at 1130 Fifth Avenue, Chula Vista, California.
- Section 6. At the time and place set forth above for the Hearing, any interested persons, including taxpayers, property owners, and registered voters within the boundaries of proposed CFD No. 19, or the Improvement Areas, may appear and be heard.
- Section 7. The clerk of the board is hereby directed to publish, or cause to be published, a notice of the Hearing pursuant to Section 6061 of the California Government Code in a newspaper of general circulation published in the area of proposed CFD No. 19, including the Improvement Areas. Such publication shall be completed at least seven (7) days prior to the date of the Hearing. Such publication shall contain a summary of this Resolution, state the time and place of the Hearing, and contain a statement that the testimony of all interested persons, including all persons owning property in the area, for or against the proposed debt issuance will be heard.
- Section 8. Following the conclusion of the Hearing, the Board may determine to place the matter of the authorization of bonded indebtedness of proposed CFD No. 19, and the Improvement Areas thereof, before the qualified electors of the respective Improvement Areas of CFD No. 19, pursuant to the provisions of the Mello-Roos Act, in a combined election ("Election") to be called and conducted pursuant to applicable state law, including, but not limited to, the provisions of the Mello-Roos Act. Such Election may be consolidated with a special tax election for proposed CFD No. 19 as described in Resolution No. 4500, adopted by the Board heretofore. The Election shall include separate ballot measures and ballot materials

applicable to each of the proposed Improvement Areas. The provisions concerning such special tax election shall generally apply to the Election.

Section 9. The president, clerk of the board, and any other member or officers of such body, and the superintendent or the superintendent's designee(s) of the School District, are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the provisions and directives of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENTEES:

State of California)
) ss
County of San Diego)

I, Deanne Vicedo, Clerk of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of Resolution No. 4501 of such Board, and that the same has not been rescinded, amended or repealed.

Deanne Vicedo, Clerk

May 8, 2017
Date



May 8, 2017

Board Item - Q.-5.

Issue:

Resolution No. 4502.

Superintendent's Recommendation:

Adopt Resolution No. 4502, Resolution of the Board of Trustees of the Sweetwater Union High School District Approving and Ordering the Recording of a Boundary Map of Proposed Community Facilities District No. 19 of the Sweetwater Union High School District.

Analysis:

Resolution No. 4502 approves and orders the recording of a boundary map for proposed CFD No. 19. In accordance with the requirements of the California Government Code and the Streets and Highways Code, a public entity intending to form a community facilities district must approve and record a boundary map showing the outer boundaries of the proposed community facilities district. A boundary map for proposed CFD No. 19 and the Improvement Areas thereof has been prepared. This Resolution approves the boundary map as the map for the proposed CFD No. 19 and Improvement Areas Nos. 1 and 2. This Resolution also permits district staff and consultants to make certain revisions to interior parcels of the Boundary Map prior to its recording, provided that the exterior boundaries of CFD No. 19 do not change. This boundary map will be recorded with the San Diego County Recorder.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

Proposed CFD No. 19 will fund, by means of the agreed special taxes and applicable bond proceeds, the agreed school facilities consistent with applicable law. Developers have deposited and will deposit additional funds to cover the costs of forming CFD No. 19.

ATTACHMENTS:

Description	Type
 Reso No. 4502	Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4502

**RESOLUTION OF THE BOARD OF
TRUSTEES OF THE SWEETWATER
UNION HIGH SCHOOL DISTRICT
APPROVING AND ORDERING THE
RECORDING OF A BOUNDARY MAP OF
PROPOSED COMMUNITY FACILITIES
DISTRICT NO. 19 OF THE SWEETWATER
UNION HIGH SCHOOL DISTRICT**

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

WHEREAS, the Sweetwater Union High School District ("District") is a public school district organized and existing pursuant to the California law; and

WHEREAS, the Board of Trustees of the Sweetwater Union High School District ("Board") intends to form Community Facilities District No. 19 of the Sweetwater Union High School District ("CFD No. 19") and two improvement areas thereof ("Improvement Area No. 1" and "Improvement Area No. 2") (collectively, "Improvement Areas"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code ("Mello-Roos Act"), to finance certain public facilities ("Facilities") to serve the area within proposed CFD No. 19 and the Improvement Areas thereof; and

WHEREAS, a map entitled "Proposed Boundaries of Community Facilities District No. 19 of the Sweetwater Union High School District," including the Improvement Areas thereof ("Boundary Map"), setting forth the boundary line and the extent of the territory within CFD No. 19 and each Improvement Area, conforms to the requirements of Section 3110 *et seq.* of the Streets and Highways Code of the State of California and the Mello-Roos Act, and has been presented to the Board.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

Section 1. The foregoing Recitals are true and correct and are hereby incorporated into this Resolution.

Section 2. The Board finds that the Boundary Map, attached hereto as Exhibit "A" and incorporated herein by this reference, complies with the requirements of Section 3110 *et seq.* of the Streets and Highways Code and the Mello-Roos Act, and hereby approves and adopts the Boundary Map as the official boundary map for proposed CFD No. 19 and the Improvement

Areas, and the Boundary Map shall govern and control with regard to all details of the boundaries and extent of CFD No. 19 and its Improvement Areas.

Section 3. The Board directs District staff and consultants to make certain revisions to the Boundary Map to account for anticipated changes to certain interior parcels prior to recording the Boundary Map, provided that the exterior boundaries of CFD No. 19 are not changed by any such revision.

Section 4. The clerk of the board is directed to endorse a certificate evidencing the date of adoption of this Resolution on the Boundary Map, revised as necessary, and on at least one copy and to file the Boundary Map in the office of the Clerk of the Board of the District. The Boundary Map shall contain the following legend on its face in substantially the following form:

Filed in the office of the Clerk of the Board of Trustees
of the Sweetwater Union High School District this
_____ day of _____, 2017.

-Signature will be affixed to map-

Clerk of the Board of Trustees, Sweetwater Union High
School District, State of California

I hereby certify that the within map showing the boundaries of Community Facilities District No. 19, San Diego County, State of California, was approved by the Board of Trustees of the Sweetwater Union High School District at a regular meeting thereof, held on the 8th day of May, 2017, by its Resolution No. 4502.

Signature will be affixed to map-

Clerk of the Board of Trustees, Sweetwater Union High
School District, State of California

Filed this _____ day of _____,
201____, at the hour of _____ o'clock _____.M.
in Book _____ of Maps of Assessment and
Community Facilities Districts at Pages _____, and
as Instrument No. _____, in the County Recorder of
San Diego County, State of California.

[for signature of County Recorder's office]

County Recorder of the County of San Diego

Section 5. The clerk of the board is directed to file a copy of the Boundary Map with the Office of the County Recorder for San Diego within fifteen (15) days after the adoption of this Resolution and in no event later than fifteen (15) days prior to the Hearing on the formation and extent of CFD No. 19.

Section 6. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENTEES:

State of California)
) ss
County of San Diego)

I, Deanne Vicedo, Clerk of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of Resolution No. 4502 of such Board, and that the same has not been rescinded, amended or repealed.

Deanne Vicedo, Clerk

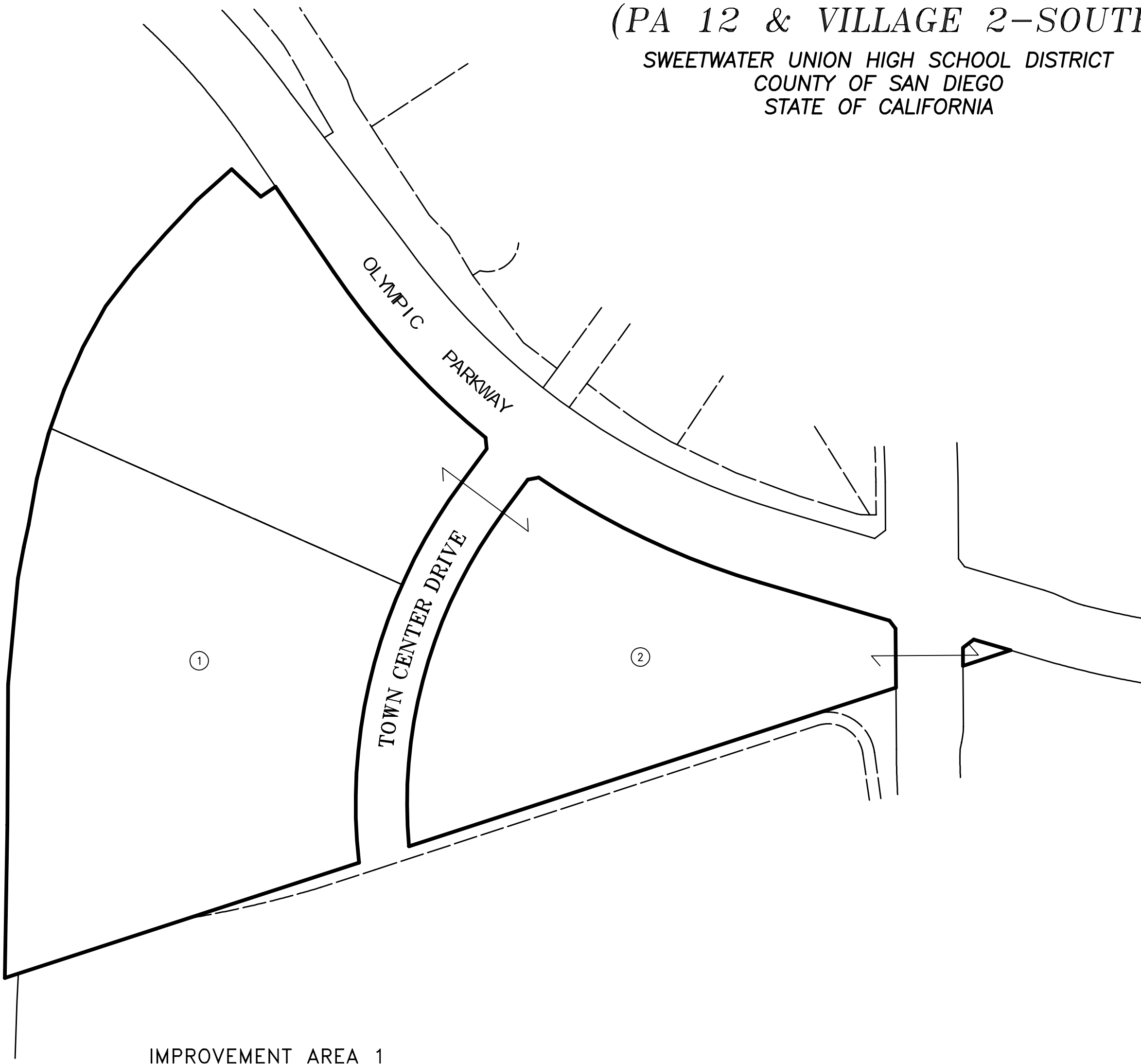
May 8, 2017
Date

EXHIBIT "A"

**PROPOSED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 19
AND IMPROVEMENTS AREAS NOS. 1 AND 2**

PROPOSED BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 19
(PA 12 & VILLAGE 2-SOUTH)

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



IMPROVEMENT AREA 1

BOARD OF TRUSTEES CERTIFICATE

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF TRUSTEES OF THE
SWEETWATER UNION HIGH SCHOOL DISTRICT THIS ____ DAY OF ____, 20__.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

BOARD OF TRUSTEES APPROVAL

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY
FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL
DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY
THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT
AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF
____, 20__, BY ITS RESOLUTION NO. _____.

CLERK OF THE BOARD OF TRUSTEES
SWEETWATER UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
1	1	643-051-56-00
2	1	643-020-88-00
3	2	644-312-01-00
4	2	644-312-02-00
5	2	644-312-03-00
6	2	644-312-04-00
7	2	644-311-02-00
8	2	644-313-46-00
9	2	644-313-47-00
10	2	644-313-48-00
11	2	644-310-09-00
12	2	644-310-06-00
13	2	644-340-23-00
14	2	644-313-52-00
15	2	644-313-53-00
16	2	644-313-04-00
17	2	644-313-05-00
18	2	644-313-30-00
19	2	644-313-29-00
20	2	644-313-31-00
21	2	644-313-32-00
22	2	644-313-49-00
23	2	644-313-45-00
24	2	644-310-05-00
25	2	644-313-34-00

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
26	2	644-313-33-00
27	2	644-313-28-00
28	2	644-313-27-00
29	2	644-313-26-00
30	2	644-313-50-00
31	2	644-313-51-00
32	2	644-313-54-00
33	2	644-313-55-00
34	2	644-313-36-00
35	2	644-313-60-00
36	2	644-313-61-00
37	2	644-313-43-00
38	2	644-313-44-00
39	2	644-313-59-00
40	2	644-313-35-00
41	2	644-313-41-00
42	2	644-313-38-00
43	2	644-313-58-00
44	2	644-313-57-00
45	2	644-313-39-00
46	2	644-313-56-00
47	2	644-313-37-00
48	2	644-313-40-00
49	2	644-313-24-00
50	2	644-313-42-00
51	2	644-313-25-00
52	2	644-313-23-00
53	2	644-313-15-00

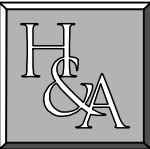
① SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
COMMUNITY FACILITIES DISTRICT BOUNDARY

200 0 200 400 600
SCALE 1"= 200'

COUNTY RECORDER'S CERTIFICATE

FILED THIS ____ DAY OF ____, 20__, AT
THE HOUR OF ____ O'CLOCK, ____ M. AS DOCUMENT NO. ____
IN BOOK ____ OF MAPS OF ASSESSMENTS
AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF
THE COUNTY RECORDING IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNEST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



HUNSAKER & ASSOCIATES SAN DIEGO, INC.

PLANNING - ENGINEERING - SURVEYING
9707 MAPLES STREET - SAN DIEGO, CA 92121
(858) 558-4500 - FAX (858) 558-1414

R:\1240\Map\Exhibits\EX PA 12 & Vill 2 South CFD Exhibit 18X26 SHT 01.dwg[Feb-28-2017:14:40

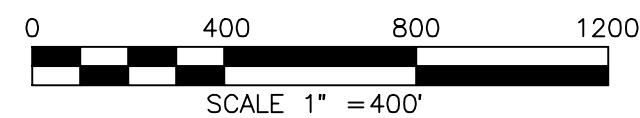
NOTE: FOR PARTICULARS OF LINES AND
DIMENSIONS OF ASSESSOR'S PARCELS,
REFERENCE IS MADE TO THE SAN DIEGO
COUNTY ASSESSOR'S PARCEL MAPS.

SHEET 1 OF 2

DATE FEBRUARY 2017

JOB NO. CFD-____

SWEETWATER UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA





May 8, 2017

Board Item - Q.-6.

Issue:

Resolution No. 4503.

Superintendent's Recommendation:

Adopt Resolution No. 4503, Releasing Temporary Certificated Employees.

Analysis:

California Education Code Section 44954(b) states that the board may release a temporary certificated employee if the employee is notified before the end of the school year of the district's decision not to reelect the employee for the next succeeding school year.

Each year, the district hires temporary employees to backfill certain certificated employees who are on leave to serve in those positions and to backfill employees on leave for illness. Using temporary employees in these cases allows the district to have flexibility in staffing and also serves as a preventive measure to overstaffing.

For questions regarding this board item, please contact Thomas Glover at 619/585-6010 or thomas.glover@sweetwaterschools.org.

Fiscal Impact:

Approval and full implementation of this resolution will allow release of temporary certificated employees at the end of the 2016-2017 school year; total of 39.6 FTEs with 42 people affected as of May 8, 2017.

ATTACHMENTS:

Description	Type
□ Resolution No. 4503	Backup Material

SWEETWATER UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 4503

**RESOLUTION IN THE MATTER OF)
RELEASING TEMPORARY)
CERTIFICATED EMPLOYEES)**

ON THE MOTION OF Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, pursuant to Education Code Section 44954(b), the board may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the district's decision not to reelect the employee for the next succeeding school year; and

WHEREAS, the following temporary employees have been employed by this district in positions requiring certification qualifications:

EMPLOYEE ID#	EMPLOYEE ID#
35110	36514
36135	36985
34659	36805
36841	36141
31656	30585
35732	16052
35686	36623
12295	32395
37327	36470
24994	31989
36735	27813
36944	34842
31668	37169
36758	28739
35288	32697
36039	36614
35385	37024
35660	36801
36737	21226
34492	35790
37323	32208

WHEREAS, it is the board's intent to release and not reelect the above referenced employees for the 2017-2018 school year, pursuant to Education Code Section 44954(b); and

WHEREAS, the decision to release and non-reelect the above named employees is made on an individualized basis.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the board has determined that it is necessary at this time to send notice to each of the individual employees indicated above that they are being released from their positions and will not be reelected for the subsequent school year for the reason set forth above, and as further supported by documents possessed by the district; and
2. That the superintendent, or designee, is directed to issue to each individual employee above the notices described in Section 44954(b) that he/she will not be reemployed for the 2017-2018 school year; and
3. That the superintendent or designee is authorized to take such further and additional actions as are necessary and appropriate to accomplish the purposes of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Arturo Solis, President of the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said board.

Arturo Solis, President

May 8, 2017
Date

Paula Hall, Vice President

Kevin J. Pike, Member

Nicholas Segura, Member

Frank A. Tarantino, Member



May 8, 2017

Board Item - R.-1.

Issue:

Ordinance No. 23.

Superintendent's Recommendation:

Mello-Roos

Acting as the legislative body for Community Facilities District Nos. 1, 2, 3, 4, 5, 6, 8, 9A, 9B, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 20.

* Conduct second reading (motion to conduct reading by title only) and adopt Ordinance No. 23, Ordinance of Community Facilities District No. 20 of the Sweetwater Union High School District Authorizing the Levy of a Special Tax Within Community Facilities District No. 20.

Analysis:

The Board of Trustees ("Board") of the Sweetwater Union High School District ("District"), acting as the Legislative Body of Community Facilities District No. 20 of the Sweetwater Union High School District ("CFD No. 20") has previously undertaken proceedings to form CFD No. 20 pursuant to the terms of an agreement entered into with applicable property owners and the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act"). In accordance with the Mello-Roos Act, following the adoption and authorization resolutions and the conducting of a special tax election (which was completed on April 24, 2017) relative to the formation of CFD No. 20, the legislative body of the public agency forming the community facilities district must adopt an ordinance authorizing the levy of the special tax. Pursuant to the provisions of the Mello-Roos Act, the Board, acting as the Legislative Body of CFD No. 20, is granted the same authority to adopt ordinances for this purpose as are held by California cities. The ordinance procedure prescribed by law requires a two-step (first reading/second reading) process before the ordinance may be adopted. The Board completed the first reading at the board meeting held on April 24, 2017.

This item is to conduct the "second reading" of Ordinance No. 23. As part of conducting this second reading, the Board may, by motion passed by the Board, have only the title of the Ordinance read by the Clerk and then have the Ordinance made available for any member of the public who desires to review it. Such a motion could

be in the following form:

“Motion - I move that Ordinance No. 23 be presented by reading of the title only and that the Clerk foregoes the reading of the entire Ordinance.”

If the foregoing motion, or an equivalent, is not passed, then Ordinance No. 23 must be read in its entirety at the Board meeting. Following the second reading of the Ordinance, Ordinance No. 23 would be adopted by the Board.

For questions regarding this board item, please contact Karen Michel at 619/691-5550 or karen.michel@sweetwaterschools.org.

Fiscal Impact:

There is no fiscal impact as the Developer is funding the costs to form CFD No. 20, subject to reimbursement without interest, from proceeds of Bonds of CFD No. 20 consistent with applicable law when issued.

ATTACHMENTS:

Description	Type
 Ordinance No. 23	Cover Memo

SWEETWATER UNION HIGH SCHOOL DISTRICT

ORDINANCE NO. 23

**ORDINANCE OF COMMUNITY)
FACILITIES DISTRICT NO. 20 OF THE)
SWEETWATER UNION HIGH SCHOOL)
DISTRICT AUTHORIZING THE LEVY OF)
A SPECIAL TAX WITHIN COMMUNITY)
FACILITIES DISTRICT NO. 20)**

ON THE MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, on March 13, 2017, the Board of Trustees ("Board") of the Sweetwater Union High School District ("District") adopted Resolution No. 4484, stating its intention to form Community Facilities District No. 20 of the Sweetwater Union High School District ("CFD No. 20") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended ("Act"); and

WHEREAS, on April 24, 2017, the Board adopted Resolution No. 4496 to thereby order certain changes to Resolution No. 4484 and approve and adopt the First Amended Rate and Method of Apportionment of Special Taxes ("First Amended RMA"); and

WHEREAS, on April 24, 2017, the Board completed a noticed public hearing, as required by law, relative to the determination to form CFD No. 20, the First Amended RMA, which is attached as Exhibit "A" hereto and incorporated herein by this reference, the public facilities to be paid for and/or financed by CFD No. 20 ("Facilities"), the authorization to incur bonded indebtedness, and related matters; and

WHEREAS, the Board, subsequent to said hearing, adopted Resolution No. 4497, which formed CFD No. 20, authorized the levy of special taxes within CFD No. 20, and called a special election within CFD No. 20 to be held on April 24, 2017, on the proposition to incur bonded indebtedness, levy special taxes, and set an appropriations limit for CFD No. 20; and

WHEREAS, on April 24, 2017, a special election was held within CFD No. 20 in which the eligible voters approved by more than two-thirds (2/3) vote the proposition of levying special taxes and setting an appropriations limit for CFD No. 20.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Sweetwater Union High School District, acting as the Legislative Body of Community Facilities District No. 20, does hereby ordain as follows:

Section 1. The foregoing recitals are all true and corrected.

Section 2. By passage of this Ordinance, the Board authorizes the levy of the special taxes pursuant to the First Amended RMA in such amounts necessary to pay all amounts payable with respect to financing and/or otherwise paying for the Facilities and other obligations within the boundaries of CFD No. 20.

Section 3. The Board is hereby authorized each year, by resolution, to determine the rate of such special taxes and amount to be levied for the next following fiscal year, except that the special taxes to be levied shall not exceed the rates determined in accordance with the First Amended RMA.

Section 4. To the extent provided in the First Amended RMA, properties or entities of the state, federal, or other local governments shall be exempt from the above-authorized special taxes within CFD No. 20, except that, notwithstanding this Ordinance, when property not otherwise exempt from such special taxes is acquired by a public entity through a negotiated transaction, or by gift or devise, the special taxes shall continue to be levied on such property and shall be enforceable against the public entity that acquired the property. Any property within CFD No. 20 that is conveyed to a public school district for use as a public school site will be subjected to the applicable provisions of state law, the Act, and the First Amended RMA.

Section 5. No other properties or entities shall be exempt from the above-authorized special taxes unless the properties or entities are expressly exempted by applicable law, Resolution No. 4496, adopted by the Board on April 24, 2017, and the First Amended RMA.

Section 6. All of the collections of the above-authorized special taxes shall be used as provided for in the Act and in Resolution No. 4496.

Section 7. The above-authorized special taxes may be collected in the same manner as ordinary *ad valorem* taxes are collected and may be subject to the same penalties and the same procedure, sale, and lien priority in cases of delinquency as provided for *ad valorem* taxes, or another procedure of levy and collection of such special taxes as may be adopted or designated by the Board.

Section 8. The San Diego County Treasurer-Tax Collector may deduct reasonable administration costs incurred in collecting the above-authorized special taxes.

Section 9. As a cumulative remedy, if any amount levied pursuant to this Ordinance as special taxes for the purposes of paying interest and/or principal on any bonds or other securities, together with any penalties or other charges accruing under this Ordinance, are not paid when due, then, not later than four (4) years after the due date of the last installment of principal, the Board may order that such amounts be

Ordinance No. 23
May 8, 2017
Page 3

collected by an action brought in the superior court to foreclose any lien securing such amount.

Section 10. This Ordinance relating to the levy of the special taxes within CFD No. 20 shall take effect thirty (30) days after adoption by the Board.

ORDAINED, ENACTED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 8th day of May, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

State of California)
) ss
County of San Diego)

I, Deanne Vicedo, Clerk of the Board of Trustees of the Sweetwater Union High School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of an ordinance duly adopted by said Board at its regular meeting thereof on the date and by the vote set forth above, which ordinance is on file and of record in the main administrative offices of the District.

Deanne Vicedo
Clerk of the Board of Trustees

EXHIBIT "A"

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

SWEETWATER UNION HIGH SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 20

(OTAY RANCH VILLAGE 3 NORTH)

This First Amended Rate and Method of Apportionment of Special Tax (“RMA”) sets forth the Special Tax applicable to each Assessor’s Parcel within Community Facilities District No. 20 of the Sweetwater Union High School District (“CFD”) to be apportioned, levied and collected according to the Special Tax liability determined by the Board of Trustees of the Sweetwater Union High School District (“Board”), acting as the Legislative Body of the CFD. The applicable Annual Maximum Special Tax shall be determined by applying the appropriate amount or rate for Developed Property and Undeveloped Property, as described below. All Developed Property and Undeveloped Property within the CFD, unless exempted by law or the provisions of Section IX below, shall in each Fiscal Year be subject to the levy and collection of the applicable Annual Maximum Special Tax to the extent and in the manner hereinafter provided.

SECTION I DEFINITIONS

“Acre(s)” or “Acreage” means the acreage of an Assessor’s Parcel as set forth on the latest San Diego County Assessor’s Parcel Map if such acreage is shown thereon. If such acreage is not shown on such Assessor’s Parcel Map, the acreage shall be the acreage information shown upon any recorded subdivision map, parcel map, record of survey, or other recorded document describing the property. If none of the above information is available, or is in conflict, the determination of the Acreage shall be made by the School District.

“Act” means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

“Administrative Expense” means any cost incurred by the School District on behalf of the CFD related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, the administration of the Bonds of the CFD, and the other costs incurred in order to carry out the authorized purposes of the CFD.

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

“Age Restricted Unit” means a Unit designated as senior citizen housing, part of a residential care facility for the elderly, or part of a multilevel care facility for the elderly as referred to in California Government Code Section 65995.1 for which a senior citizen restriction has been effected. Age Restricted Units shall not be subject to a Special Tax; however, they shall be required to pay all applicable mitigation payments, as detailed in the Mitigation Agreement.

“Annual Maximum Special Tax” means the maximum Special Tax that may be levied in each Fiscal Year pursuant to Section III on each Assessor’s Parcel classified as Developed Property or Undeveloped Property.

“Annual Special Tax Requirement” means the amount required in any Fiscal Year to pay for: (i) the debt service on all outstanding Bonds, (ii) the costs associated with the release of funds from an escrow account(s) established in association with the Bonds, (iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, (iv) a sinking fund for the acquisition, construction, equipment and finance costs of future facilities provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Undeveloped Property, (v) Administrative Expense, less (vi) a credit for funds available to reduce the annual Special Tax levy as determined pursuant to the Indenture.

“Assessor’s Parcel” means a parcel of land as designated on an applicable Assessor’s Parcel Map and that has been assigned a discrete identifying Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the San Diego County Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that number assigned to an Assessor’s Parcel by the San Diego County Assessor for purposes of identifying the Assessor’s Parcel.

“Assigned Annual Special Tax” means the Special Tax of that name described in Section IV.

“Backup Annual Special Tax” means the Special Tax of that name described in Section V.

“Bond Yield” means the yield of the last series of Bonds issued, for purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended for the purpose of the non-arbitrage certificate or other similar bond issuance document.

“Bonds” means the bonds or other debt obligations (as defined in Section 53317(d) of the Act), including, but not limited to certificates of participation or leases, as to which the School District uses, or anticipates that it will use, the Special Taxes to pay some or all of the debt service for such debt obligations.

“Building Square Footage” or **“BSF”** of a Unit means the square footage of “assessable space” (as defined in Government Code Section 65995 or any successor law) of the Unit, as determined by reference to the building permit(s) for such Unit.

“Condominium” means a Unit, whether attached or detached, meeting the statutory definition of a condominium set forth in California Civil Code Section 4125.

“Cost Index” means the latest published Building Cost Index for the City of Los Angeles available as of July 1st as set forth in the Engineering News Record, McGraw-Hill Construction Weekly, or if not available, the School District shall determine a suitable replacement.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit was issued to permit the construction of a Residential Dwelling Unit on or before June 30 of the preceding Fiscal Year.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section IX.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Initial Fiscal Year” applies only to Developed Property and means the first Fiscal Year in which the Annual Maximum Special Tax will be apportioned and levied on an Assessor's Parcel of Developed Property.

“Lot” means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued. Notwithstanding the foregoing, in the case of an individual legal lot created by a Final Map and upon which Condominiums are entitled to be developed, the number of Lots allocable to such legal lot for purposes of calculating the Backup Annual Special Tax applicable to such Final Map shall equal the number of Condominiums which are permitted to be constructed on such legal lot as shown on such Final Map.

“Mitigation Agreement” means the “School Facilities Mitigation Agreement” entered into as of March 2017 by and among: (i) Sweetwater Union High School District; (ii) HomeFed Village III Master, LLC; (iii) HomeFed SH Otay, LLC; (iv) HomeFed SPIC Otay, LLC; and (v) HomeFed Brookfield Otay, LLC; as it may be amended.

“Net Taxable Acreage” means the total Acreage of Developed Property expected to exist in the CFD after all Final Maps are recorded. When making this determination, the Administrator shall exclude all Acreage expected to be classified as Exempt Property, Restricted Residential Property, or Non-Residential Property.

“Non-Residential Property” means all Assessor’s Parcels for which a building permit was issued for a non-residential use. Non-Residential Property shall not be subject to the Annual Maximum Special Tax; however, it shall be required to pay all applicable statutory school fees, as detailed in the Mitigation Agreement.

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

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel as described in Section VII.

“Present Value of Taxes” means for any Assessor's Parcel the present value of the Annual Maximum Special Tax for such Assessor Parcel including future increases to the Assigned Annual Special Tax (Section IV.3.b) and to the Backup Annual Special Tax (Section V.3) to be levied on such Assessor's Parcel in each remaining Fiscal Year, if the Backup Special Tax is being levied or is anticipated to be levied as determined by the Administrator, until the termination date specified in Section VIII. If the Backup Special Tax is not being levied or is not anticipated to be levied, Present Value of the Taxes means for any Assessor's Parcel the present value of the Assigned Annual Special Tax for such Assessor Parcel including future increases to the Assigned Annual Special Tax (Section IV.3.b) to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section VIII. The discount rate used to calculate the Present Value of Taxes shall: (i) prior to issuance of Bonds, be equal to five and one-half percent (5.5%); and (ii) after issuance of Bonds, be equal to the lesser of (a) the Bond Yield and (b) five and one-half percent (5.5%).

“Proportionately” means that the ratio of (i) the Special Tax levied or to be levied to (ii) the applicable Assigned Annual Special Tax, is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Special Tax under Step Three of Section VI, “Proportionately” shall mean that the quotient of (i) the Special Tax levied or to be levied less the Assigned Annual Special Tax, divided by (ii) the applicable Backup Annual Special Tax less the Assigned Annual Special Tax, is equal for all applicable Assessor’s Parcels.

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

“Residential Dwelling Unit” means a Unit that is not an Age Restricted Unit.

“Restricted Residential Property” means all Assessor's Parcels for which and to the extent a building permit has been issued for the construction of one or more Age Restricted Units.

“School District” means the Sweetwater Union High School District.

“Special Tax” means any of the special taxes authorized to be levied by the CFD pursuant to the Act and this RMA.

“Taxable Property” means all Assessor’s Parcels that are not Exempt Property.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property that are not Developed Property.

“Unit” means each separate residential dwelling unit, including, but not limited to, a single family attached or detached unit, Condominium, apartment unit, mobile home or otherwise, but not including hotel and motels.

SECTION II CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2017/18, each Assessor's Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property or portion thereof shall be classified as Developed Property, Undeveloped Property, or Provisional Undeveloped Property.

SECTION III ANNUAL MAXIMUM SPECIAL TAX RATE

1. Developed Property

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

2. Undeveloped Property

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

SECTION IV ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

Subject to increases as described below in this Section, the Assigned Annual Special Tax for each Assessor's Parcel of Developed Property for Fiscal Year 2016/17 shall be: (i) \$285 per Residential Dwelling Unit; plus (ii) an amount equal to \$0.5812 multiplied by the applicable Building Square Footage.

2. Undeveloped Property and Provisional Undeveloped Property

Subject to increases as described below in this Section, the Assigned Annual Special Tax per Acre for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property for Fiscal Year 2016/17 shall be \$18,310 per Acre.

3. Increases in the Assigned Annual Special Tax

a. Newly Classified Developed Property

On July 1 of each Fiscal Year prior to and including the Initial Fiscal Year of an Assessor's Parcel of Developed Property, commencing on July 1, 2017, applicable

for the 2017/18 Fiscal Year, the Assigned Annual Special Tax rate applicable to such Assessor Parcel shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period, or (ii) two percent (2.00%) of the applicable Assigned Annual Special Tax amount in effect in the immediately prior Fiscal Year.

b. Existing Developed Property

On July 1 of each Fiscal Year following the Initial Fiscal Year of an Assessor's Parcel of Developed Property, the Assigned Annual Special Tax rate for such Assessor's Parcel shall be increased by two percent (2.00%) of the Assigned Annual Special Tax amount in effect in the immediately prior Fiscal Year.

c. Undeveloped Property and Provisional Undeveloped Property

On July 1 of each Fiscal Year, commencing on July 1, 2017, applicable for the 2017/18 Fiscal Year, the Assigned Annual Special Tax rate per Acre for Undeveloped Property and Provisional Undeveloped Property shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period or (ii) two percent (2.00%) of the Assigned Annual Special Tax amount in effect in the immediately prior Fiscal Year.

**SECTION V
BACKUP ANNUAL SPECIAL TAX**

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

1. Calculation of the Backup Annual Special Tax Rate

Subject to increases as described below in this Section, the Backup Annual Special Tax rate for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula, as of the Fiscal Year in which the Final Map is recorded:

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

The terms above have the following meanings:

B = Backup Annual Special Tax per Lot for the applicable Fiscal Year

U = Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed

- A = Acreage of Developed Property expected to exist in such Final Map at the time of calculation, as determined by the Administrator. The Acreage applicable to a Condominium shall be computed as described in the definition of “Lot” herein.
- L = Number of Lots in the applicable Final Map at the time of calculation, exclusive of any Lots which are expected to be classified as Exempt Property or Provisional Undeveloped Property.

2. Changes to a Final Map

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

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

3. Increase in the Backup Annual Special Tax

On July 1 of each Fiscal Year prior to and including the Initial Fiscal Year of an Assessor’s Parcel of Developed Property, commencing on July 1, 2017, applicable for the 2017/18 Fiscal Year, the Backup Annual Special Tax rate applicable to such Assessor’s Parcel shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period or (ii) two percent (2.00%) of the Backup Annual Special Tax amount in effect in the immediately prior Fiscal Year. On July 1 of each Fiscal Year following the Initial Fiscal Year of an Assessor’s Parcel of Developed Property, the Backup Annual Special Tax rate for such Assessor's Parcel shall be increased by two percent (2.00%) of the Backup Annual Special Tax amount in effect in the immediately prior Fiscal Year.

SECTION VI METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2017/18 and for each subsequent Fiscal Year, the Board shall levy the Annual Maximum Special Taxes as provided in Section III hereof on all Taxable Property in accordance with the following steps:

- Step One:** The Annual Maximum Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount not in excess of the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys will be needed to satisfy the Annual Special Tax Requirement after the Step One calculations have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property in an amount not in excess of the Assigned Annual Special Tax applicable to each such Assessor's Parcel, or portion of Undeveloped Property thereof, as needed to satisfy the Annual Special Tax Requirement.
- Step Three:** If additional moneys will be needed to satisfy the Annual Special Tax Requirement after the Step Two calculations have been completed, the Special Tax on each Assessor's Parcel of Developed Property whose Annual Maximum Special Tax is the Backup Annual Special Tax shall be increased Proportionately from the Assigned Annual Special Tax by an amount not in excess of the Backup Annual Special Tax applicable to each such Assessor's Parcel (or Lot if such Assessor Parcel has not been subdivided to individual Units), needed to satisfy the Annual Special Tax Requirement.
- Step Four:** If additional moneys will be needed to satisfy the Annual Special Tax Requirement after the Step Three calculations have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property in an amount not in excess of the Assigned Annual Special Tax applicable to each such Assessor's Parcel, as needed to satisfy the Annual Special Tax Requirement.

SECTION VII PREPAYMENT OF SPECIAL TAX OBLIGATION

The Special Tax obligation of an Assessor's Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be prepaid, in full only, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Annual Maximum Special Tax for Developed Property shall provide the Administrator with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify the owner of such Prepayment Amount.

Full Prepayment of Special Tax Obligation

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

$$P = PVT + PAF$$

The terms above have the following meanings:

P	=	Prepayment Amount
PVT	=	Present Value of Taxes
PAF	=	Prepayment Administrative Fees

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

Notwithstanding the foregoing, no prepayment shall be allowed unless the amount of Assigned Annual Special Taxes that subsequently may be levied on Taxable Property, other than Provisional Undeveloped Property, less Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year, and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall take into account all Assessor's Parcels that are expected to be classified as Exempt Property, Restricted Residential Property, or Non-Residential Property.

SECTION VIII TERMINATION OF SPECIAL TAX

Provided that all Special Taxes previously levied on an Assessor's Parcel are not delinquent, the lien of Special Taxes of the CFD shall terminate as to such Assessor's Parcel as follows: i) the close of the 35th Fiscal Year following the beginning of the Initial Fiscal Year for such Assessor's Parcel, or ii) the Special Tax obligation has been fully and completely discharged pursuant to Section VII.

The Board shall cause to be recorded in the official records of San Diego County a Notice of Cessation of Special Tax for each Assessor's Parcel upon termination of the lien on such Assessor's Parcel.

SECTION IX EXEMPTIONS

The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by any State of California, federal or local governmental entity, (ii) owned by a homeowners' association, (iii) burdened with a public or utility easements making impractical its use for other than the purposes set forth in the easement, (iv) Restricted Residential Property, (v) Non-Residential Property, (vi) property owned by a church and utilized

for religious church purpose or (vii) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the Net Taxable Acreage to less than 87.53 Acres. Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 87.53 Acres. Assessor's Parcels that otherwise would be Exempt Property, but cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the minimum Net Taxable Acreage, shall be classified as Provisional Undeveloped Property, and shall be subject to the levy and collection of Special Taxes accordingly.

SECTION X APPEALS

Any property owner or resident who reasonably believes that a Special Tax has not been correctly calculated and/or levied in accordance with this RMA may file a notice with the School District, to thereby appeal the levy of that Special Tax, together with such documentation as the property owner or resident believes evidences the incorrect calculation or levy. An appeal panel of three members appointed by the School District ("Appeals Panel") will review the appeal and communicate its findings to the property owner or resident. If the Appeals Panel determines that the Special Tax should be modified or other correction implemented, it will recommend such correction to the Board and, as appropriate, the Special Tax levy shall be corrected, and in applicable cases, refunds shall be granted. An appeal relating to any particular Special Tax must be filed with the School District not later than one year and five days following the mailing to the property owner or resident of the tax bill that includes such Special Tax, and the Property Owner and/or resident shall be deemed and construed to have waived any and all rights to an appeal and to any refund, if the appeal is not filed within such one-year and five-day period.

Interpretations may be made by the School District for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to any appeal proceedings so long as such interpretations are consistent with the Mitigation Agreement.

SECTION XI MANNER OF COLLECTION

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

SECTION XII
ASSIGNED ANNUAL SPECIAL TAX REMAINDER FROM DEVELOPED PROPERTY

In any Fiscal Year, when proceeds of Assigned Annual Special Tax for Developed Property are greater than the sum of i) debt service on all outstanding Bonds, ii) the cost associated with the release of funds from an escrow account(s) established in association with the Bonds, iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, and iv) Administrative Expenses, such amount shall be available for the School District subject to any required reserve fund replenishment. The School District shall use proceeds for acquisition, construction or financing school facilities in accordance with the Act and other applicable law as determined by the School District.

SECTION XIII
SCHOOL FACILITIES TO BE FINANCED

The school facilities to be funded include, but not by way of limitation, the construction and acquisition as reasonably determined from time to time by School District during the term of the herein described Special Taxes of the following:

- (i) Acquisition of land, buildings, appurtenances, athletic fields, playgrounds, and improvements thereto, including, but not by way of limitation, portable or relocatable buildings or interim additions to existing buildings (collectively, “Interim Facilities”);
- (ii) Central administration and support facilities;
- (iii) Technology equipment and infrastructure therefor, including mobile devices;
- (iv) Furnishings, equipment, buses, and vehicles; and
- (v) Modernization, rehabilitation and expansion of the foregoing and the foregoing or similar facilities to meet education policies as reasonably determined by the Board during the term of the Special Taxes of CFD No. 20.

The foregoing is only by way of explanation and is not a limitation or change to any of the provisions of this RMA.