



**Monday, June 12, 2017**

**6:00 PM**

**Administration Center**

**Board Room, 1130 Fifth Avenue, Chula Vista, CA**

**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. Superintendent's Message
2. 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. \* (1) Conduct a public hearing regarding the formation of CFD No. 19; and  
  
(2) Adopt Resolution No. 4506, Resolution of the Board of Trustees of the Sweetwater Union High School District Determining the Validity of Prior Proceedings, Establishing Community Facilities District No. 19 and the Improvement Areas Thereof, Authorizing the Levy of a Special Tax Within the Improvement Areas of Community Facilities District No. 19, Establishing an Appropriations Limit, Calling an Election and Taking Related Actions.

**BOARD NOW ACTING AS LEGISLATIVE BODY OF CFD  
NO. 19**

- (3) Adopt Resolution No. 4507, Resolution of the Board of Trustees of the Sweetwater Union High School District, Acting as the Legislative Body of Community Facilities District No. 19 of the Sweetwater Union High School District and the Improvement Areas Thereof, Determining the Necessity to Incur Bonded Indebtedness in an Amount Not to Exceed One Hundred Thirty Million Dollars

(\$130,000,000) Within Community Facilities District No. 19 of the Sweetwater Union High School District and the Improvement Areas Thereof;

(4) The district's chief financial officer, designated as CFD No. 19 Election Official in Resolution No. 4506, conducts Landowner Voter Election on behalf of CFD No. 19 and declares the Election results;

(5) Adopt Resolution No. 4508, Resolution of the Board of Trustees of the Sweetwater Union High School District, Acting as the Legislative Body of Community Facilities District No. 19, Canvassing the Results of the Election Held Within the Improvement Areas of Community Facilities District No. 19; and

(6) Authorize the first reading of Ordinance No. 22 by motion. Clerk reads title of Ordinance No. 22 as follows, Ordinance of Community Facilities District No. 19 of the Sweetwater Union High School District Authorizing the Levy of a Special Tax Within Improvement Areas Nos. 1 and 2 of Community Facilities District No. 19.

2. Public Communication on Non-Agenda Items

**E. Formation and Approval of Consent Agenda**

**F. Superintendent Discussion Items**

1. Adoption of Minutes: May 22, 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.
5. Approve the purchase of Microsoft Security Risk Assessment from Microsoft Corporation and authorization for superintendent or designee to sign agreement and related documents.
6. Approve/ratify a 3.75 percent wage increase for management employees in the district not covered by collective bargaining agreements or other employment agreements, and increase in work year for assistant principals and school psychologists by three (3) days.
7. Approve a three (3) year successor contract agreement between the district and the Sweetwater Counseling and Guidance Association/CTA/NEA (SCGA), the exclusive representative of the counselor bargaining unit.
8. Approve a three (3) year successor contract agreement between the district and the Sweetwater Education Association/CTA/NEA (SEA), the exclusive representative of the teacher bargaining unit.

**G. Instructional Support Services Discussion Items**

1. Report on excursions and field trips.
2. Approve the Memorandum of Understanding with Signs of Silence and the Sweetwater Union High School District for American Sign Language (ASL) for payment of interpreting service costs for students in special education who are deaf and require ASL interpretation.
3. Approve Agreement of Services between Lutheran Social Services of



Southern California (LSSSC) Upward Bound Program and the Sweetwater Union High School District (SUHSD) for San Ysidro High School and Chula Vista High School during the 2017-2018 school year.

4. Approve Agreement of Services between Lutheran Social Services of Southern California (LSSSC) Talent Search Program and the Sweetwater Union High School District (SUHSD) for San Ysidro High School and Sweetwater High School during the 2017-2018 school year.
5. Approve Memorandum of Agreement (MOA) between the San Diego and Imperial Counties California Student Opportunity and Access Program Consortium and the Sweetwater Union High School District to provide targeted, disadvantaged, low income students with college readiness programs and services during the 2017-2018 school year.
6. Authorize staff to negotiate and execute Memorandums of Understanding (MOU) with ARC, South Bay Community Services (SBCS) and the YMCA of San Diego County and the Sweetwater Union High School District for the After School Education & Safety (ASES) and the After School Safety and Enrichment for Teens (ASSETs) program.

#### **H. Student Services Discussion Items**

##### **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 professional conference and workshop expenses of district employees.
4. \* Provide staff with comments and direction on the Preliminary 2017-2018 Proposed Budget.

##### **L. Human Resources Discussion Items**

1. Approve participation in an optional athletic and student accident insurance program with Myers-Stevens & Toohey Insurance Company, Inc., for purchase by district parents for all grade levels for the 2017-2018 school year.
2. Approve a new classification and job description, and proposed changes to job descriptions for the Paraprofessional unit, and revise the Paraprofessional Salary Schedule.

##### **M. Planning and Construction Discussion Items**

1. Accept Bid #67-2622-AM and award Contract for L Street HVAC (Heating, Ventilation and Air Conditioning) 2, 680 Suites A, B, and F, to Johnson Controls, Inc., for the amount of \$86,736.00.
2. Approve/ratify planning and construction consultant agreements and amendments.

##### **N. Purchasing Discussion Items**

1. Approve the renewal of designated contracts.

2. Approve Request for Proposal (RFP) and award Contract No. 67-2602-LB for bond performance audit services for the Proposition O Bond Program to the proposer with the highest points total based on the evaluation criteria of the RFP and also determined by the evaluation committee, which is Moss Adams, LLP.

**O. Operations / Other Business Discussion Items**

1. Approve increase of price for student meals.

**P. Policy Review**

1. Approve revised Board Policy 5144, Discipline.
2. Approve revised Board Policy 5144.1, Suspension and Expulsion/Due Process.
3. Approve revised Board Policy 5145.12, Search and Seizure.
4. Approve revised Board Policy 5131, Conduct.

**Q. Resolutions**

1. Adopt annual Resolution Nos. 2493 and 2581, for transfer of funds.
2. Adopt Resolution No. 4509, in the Matter of the Hiring of Short-Term Classified Employees.

**R. Mello-Roos Discussion Items**

**S. Board Communication**

**T. Adjournment**



**June 12, 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, June 12, 2017  
TIME: 4:30 p.m.  
PLACE: Administration Center  
Board Conference Room  
1130 Fifth Avenue  
Chula Vista, CA 91911

(The regular meeting scheduled for June 12, 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

June 12, 2017

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

Consider the expulsion of the following students:

#1093517, #1057014, #1090164, #1506493, #1090246, #1094101

Consider the reinstatement of the following students:

#1057002, #1094016

2. PUBLIC EMPLOYEE EVALUATION/APPOINTMENT/TRANSFER - Government  
Code Section 54957

Title: Principal - High School (1)

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

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

Name of Cases: Munoz v. Bagheri, et. al., Case #37-2015-  
00038386-CU-PA-CTL  
Chavarin v. SUHSD, 37-2017-00045061-CU-PO-CTL  
SUHSD v. Julian Union Elementary School  
District/Diego Plus/Diego Valley Charter  
SDCOE et. al. v. County of San Diego et. al.

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

Number of Cases: 1

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

Number of Cases: 1

7. 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

8. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Government Code Section 54957

Title: Superintendent (1)



**June 12, 2017**

**Board Item - C.-1.**

**ATTACHMENTS:**

Description

 DELAC Report

Type

Backup Material

June 9, 2017

Superintendent Karen Janney and  
Board Members

On May 25 we had our last DELAC meeting. A meeting where we had two presenters, one which was Dr. Perez who informed parents about major changes and highlights in LCAP, she explained to parents how things are being done now and how it helps students. We also had Rebecca Robinson who introduced parents to the EL Master Plan, it was a brief explanation because it was still under works and parents were invited to come on June 6 to review the draft of EL Master Plan and view changes that will help students achieve academic growth.

Parents gave their CAFE reports and thanked the District for sending them to this conference and encourage other parents to take the opportunity of going to this conference and learning how to support their student's achievements

During School reports, some schools need help engaging parents to come to their meetings and are asking the district for help, others schools conducted their meetings and had some participation which helped them conclude that having workshops at their sites will increase parent engagement, some parents from others schools are asking the District's support so that their schools will help them conduct their ELAC meeting on their campuses due to lack of support from their schools.

At the end of the meeting, the 2017-2018 schedule of meetings was handed out to the parents, and we invited them to continue being part of the DELAC Committee in order to supporting the **EL student**.

Thank you,

Velia Rico-Ornelas  
DELAC President





**June 12, 2017**

**Board Item - D.-1.**

**Issue:**

Public hearing, Resolution No. 4506, Landowner Voter Election, Resolution Nos. 4507 and 4508, and reading of Ordinance No. 22.

**Superintendent's Recommendation:**

- \* (1) Conduct a public hearing regarding the formation of CFD No. 19; and
- (2) Adopt Resolution No. 4506, Resolution of the Board of Trustees of the Sweetwater Union High School District Determining the Validity of Prior Proceedings, Establishing Community Facilities District No. 19 and the Improvement Areas Thereof, Authorizing the Levy of a Special Tax Within the Improvement Areas of Community Facilities District No. 19, Establishing an Appropriations Limit, Calling an Election and Taking Related Actions.

**BOARD NOW ACTING AS LEGISLATIVE BODY OF CFD NO. 19**

- (3) Adopt Resolution No. 4507, Resolution of the Board of Trustees of the Sweetwater Union High School District, Acting as the Legislative Body of Community Facilities District No. 19 of the Sweetwater Union High School District and the Improvement Areas Thereof, Determining the Necessity to Incur Bonded Indebtedness in an Amount Not to Exceed One Hundred Thirty Million Dollars (\$130,000,000) Within Community Facilities District No. 19 of the Sweetwater Union High School District and the Improvement Areas Thereof;
- (4) The district's chief financial officer, designated as CFD No. 19 Election Official in Resolution No. 4506, conducts Landowner Voter Election on behalf of CFD No. 19 and declares the Election results;
- (5) Adopt Resolution No. 4508, Resolution of the Board of Trustees of the Sweetwater Union High School District, Acting as the Legislative Body of Community Facilities District No. 19, Canvassing the Results of the Election Held Within the Improvement Areas of Community Facilities District No. 19; and
- (6) Authorize the first reading of Ordinance No. 22 by motion. Clerk reads title of Ordinance No. 22 as follows, Ordinance of Community Facilities District No. 19 of the Sweetwater Union High School District Authorizing the Levy of a Special Tax

Within Improvement Areas Nos. 1 and 2 of Community Facilities District No. 19.

**Analysis:**

The Board of Trustees ("Board") of the Sweetwater Union High School District ("District") previously approved two school facilities and funding mitigation agreements with certain property owners, which include 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 (on behalf of V2 Commercial, LLC, and V2 Mixed Use, LLC), Presidio Cornerstone Aventine 100, LLC, Signature SR V2 R20, LLC, Tosara SR R24, LLC, V2 Commercial, LLC, Village II of Otay GP, LLC, Village II of Otay HB Sub, and Village II of Otay LP (collectively, "Developers"). Under the terms of the mitigation agreements, the District initiated proceedings for the formation of Community Facilities District No. 19 of the District and the Improvement Areas thereof ("CFD No. 19").

At the May 8, 2017, Board Meeting, the Board adopted resolutions declaring its intention to form CFD No. 19 and the Improvement Areas thereof (Resolution No. 4500), declaring its intention to issue bonded indebtedness within the Improvement Areas of CFD No. 19 (Resolution No. 4501), directing the recording of a boundary map for CFD No. 19 (Resolution No. 4502), and directing certain related matters, all as required pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act").

In accordance with the Mello-Roos Act, Resolution Nos. 4500 and 4501 called for a public hearing to be conducted regarding the formation of CFD No. 19, the formation of the Improvement Areas, the authorization of the special taxes, the incurring of bonded indebtedness, and related matters. The required notices of such public hearing have been published and posted as required by the Mello-Roos Act and Resolution Nos. 4500 and 4501. All interested members of the public may appear and be heard at such noticed hearing, however, in accordance with the Mello-Roos Act, only the protests of landowners or registered voters within the territory contained in the proposed Improvement Areas of CFD No. 19 are considered and included in the statutory protest procedures.

By adopting Resolution No. 4506, the Board makes certain findings and determinations as to the validity of the proceedings to form CFD No. 19 and the Improvement Areas thereof. Resolution No. 4506, also forms CFD No. 19 and the Improvement Areas thereof and calls a combined special tax and bond election within each Improvement Area of CFD No. 19.

Following the successful adoption of Resolution No. 4506, and formation of CFD No. 19, the Board will be acting as the Legislative Body of CFD No. 19 for the remaining Agenda Items relating to CFD No. 19.

Resolution No. 4507, makes certain findings regarding the necessity to incur bonded indebtedness on behalf of the Improvement Areas of CFD No. 19 and calls the bond

election within each Improvement Area of CFD No. 19. Resolution No. 4507, consolidates the bond election with each Improvement Area election on the propositions of the authorization of the special taxes and the establishment of an appropriations limit within each Improvement Area of CFD No. 19.

Pursuant to the directives of Resolution Nos. 4506 and 4507, a combined special tax and bond election will be conducted within each Improvement Area of CFD No. 19. The election official, the District's Chief Financial Officer, will announce the results of each election to the Board, acting as the Legislative Body of CFD No. 19.

Resolution No. 4508, canvasses the results of the elections held within each Improvement Area of CFD No. 19 on the propositions of authorizing the levy of a special tax within each Improvement Area, incurring bonded indebtedness on behalf of each Improvement Area, and establishing an appropriations limit for each Improvement Area.

As part of completion of the formation of CFD No. 19 and the Improvement Areas thereof, and the authorization of special taxes, a Special Tax Ordinance needs to be adopted so that the special taxes for the Improvement Areas of CFD No. 19 can be levied and collected within the territory of CFD No. 19.

The ordinance procedure prescribed by law requires a two-step (first reading/second reading) process before the ordinance may be adopted. This item is to conduct the "first reading" of Ordinance No. 22. As part of conducting this first 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. 22 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. 22 must be read in its entirety at the Board meeting. Please note that there is no action taken at this time to adopt the Ordinance itself. The Ordinance will be formally adopted after the second reading which is expected to occur at the Board's next regularly scheduled meeting.

For questions regarding this board item, please contact Karen Michel at (619) 691-5550 or [karen.michel@sweetwaterschools.org](mailto: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
	CFD 19 Special Tax Report	Backup Material
	Reso 4506	Backup Material
	Reso 4507	Backup Material
	Reso 4508	Backup Material
	First Read Ord. 22	Backup Material

# S DFA

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## **Community Facilities District Report**

Mello-Roos Community Facilities Act of 1982

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### **COMMUNITY FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT**

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May 23, 2017

Prepared for:

Sweetwater Union High School District  
1130 Fifth Avenue  
Chula Vista, CA 91911

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**SPECIAL DISTRICT FINANCING & ADMINISTRATION**

437 West Grand Avenue  
Escondido CA 92025  
760.233.2630 Fax 233.2631

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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A. BOUNDARIES OF THE DISTRICT	
B. ESTIMATE OF COST	
C. RATE AND METHOD OF APPORTIONMENT	

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**INTRODUCTION**

Sweetwater Union High School District (“School District” or “SUHSD”) boundaries includes the entire Cities of Chula Vista, National City and Imperial Beach and a portion of the City of San Diego (collectively, “City Area”) as well as a portion of the unincorporated area of the County of San Diego and entities thereof governed by the Board of Supervisors of the County of San Diego (“County Area”). Substantial residential development and other developments are occurring in the City Area and County Area within SUHSD and will require School Facilities, as later defined.

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**OVERVIEW**

WHEREAS, the BOARD OF TRUSTEES (the "Board") of the School District, did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written Report with the School District for a proposed Community Facilities District (the "Report"). This Community Facilities District is hereinafter referred to as COMMUNITY FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "CFD No. 19") and the Improvement Areas within CFD No. 19 are, "IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT" (hereinafter referred to as "CFD No. 19 IA-1") and "IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 19 OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT" (hereinafter referred to as "CFD No. 19 IA-2"); and,

WHEREAS, the Resolution, as defined below, ordering the preparation of the Report did direct that such Report generally contain the following:

- A. A brief description of the School Facilities proposed to be financed through CFD No. 19;
- B. A general description of the boundaries of CFD No. 19 IA-1 and CFD No. 19 IA-2;
- C. A cost estimate setting forth the costs and expenses for providing the School Facilities;
- D. The Rate and Method of Apportionment (the "RMA") for both CFD No. 19 IA-1 and CFD No. 19 IA-2 in sufficient detail to allow each landowner or resident within the proposed CFD No. 19 to estimate the maximum amount of payment;
- E. General terms and conditions relating to the proceedings.

For particulars, reference is made to the Resolution of Intention, Resolution No. 4500, adopted by the Board on May 8, 2017, for CFD No. 19, which directed the preparation of this Report.

NOW, THEREFORE, the undersigned authorized representative of the School District, the appointed Special Tax Consultant and responsible person directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following data:



COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**DESCRIPTION OF CFD NO. 19**

CFD No. 19 is to be composed of the property depicted on Exhibit "A" all within of the City of Chula Vista ("City"). A total of approximately 600 dwelling units, consisting of 292 single family attached dwelling units and 308 multi-family attached dwelling units, are currently proposed to be constructed within CFD No. 19 IA-1. CFD No. 19 IA-1 is composed initially of approximately 24.37 net taxable acres. A total of approximately 2,097 dwelling units, consisting of 1,397 single family attached dwelling units and 700 single family detached dwelling units, are currently proposed to be constructed within CFD No. 19 IA-2. CFD No. 19 IA-2 is composed initially of approximately 368.73 net taxable acres.

CFD No. 19 IA-1 is being formed pursuant to the School Facilities Funding and Mitigation Agreement by and among the Sweetwater Union High School District and certain developer/property owners approved by the Board at the Board meeting held on May 8, 2017 ("IA-1 Agreement"). CFD No. 19 IA-2 is being formed pursuant to the School Facilities Funding and Mitigation Agreement by and among the Sweetwater Union High School District and certain developer/property owners approved by the Board at the Board meeting held on May 8, 2017 ("IA-2 Agreement") (Together "Agreements"). The Agreements provide for Special Taxes ("Special Tax") to be used for acquisition or construction of School Facilities (as later defined), debt service on "Bonds," or to be pledged for lease revenue payments as to debt of SUHSD to fund such School Facilities.

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**DESCRIPTION AND COST OF FACILITIES**

Under the provisions of the Act, a Community Facilities District may provide for the purchase, construction, expansion or rehabilitation of any real or other tangible property with an estimated useful life of five (5) years or longer.

**GENERAL DESCRIPTION OF FACILITIES**

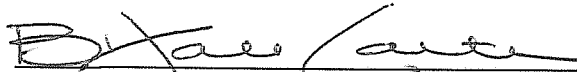
The "School Facilities" proposed to be planned for, designed, acquired, constructed, leased, expanded, improved, rehabilitated and/or financed by CFD No. 19 can be generally described as follows:

- A. 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:
  - a. 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;
  - 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 similar facilities to meet education policies as reasonably determined by the Board of Trustees of the School District.
- B. 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 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.

Based upon the above, it is my opinion that said School Facilities are those that are necessary to meet the increased demands placed upon the School District as a result of development occurring, and expected to occur, within SUHSD, including the property within CFD No. 19.

  
SPECIAL TAX CONSULTANT  
SWEETWATER UNION HIGH SCHOOL DISTRICT

### ESTIMATED COST OF CAPITAL IMPROVEMENTS

1. Based upon information available, the cost estimate for the new School Facilities only of which a portion is to be funded by CFD No. 19 is \$13,922,804 for CFD No. 19 IA-1 and \$48,409,467 for CFD No. 19 IA-2. The estimated funding for School Facilities through the payment of Special Taxes and issuance of debt, including incidental expenses incurred with the issuance of debt and any financing costs, less projected administrative expenses, is generally estimated to be \$6,186,000 for CFD No. 19 IA-1 and \$27,343,000 for CFD No. 19 IA-2, both in 2017 dollars, based upon anticipated developmental approvals for 600 residential dwelling units for CFD No. 19 IA-1 and 2,097 residential dwelling units for CFD No. 19 IA-2 with a total projection of 818,497 square feet within residential dwelling units for CFD No. 19 IA-1 and 3,564,900 square feet within residential dwelling units for CFD No. 19 IA-2 (Assessable Square Footage or House Square Footage as defined in each RMA). This projected School Facilities funding assumes certain bond interest rates, present value rates and that all units are built in fiscal year 2016/17. One or more of these assumptions may be modified by actual events.
2. Current cost estimates for middle and high school facilities for the School District are contained within Exhibit "B" attached hereto and incorporated herein by reference.
3. School Facilities to be funded by CFD No. 19 are based upon the projected number of residential dwelling units, applicable estimated student generation rates and the projected amount of Building Square Footage anticipated to be constructed within CFD No. 19 and the applicable School Facilities costs. Estimates of school facilities costs per school type are shown in Exhibit "B."

### ESTIMATED INCIDENTAL EXPENSES

Pursuant to Section 53340 of the Act, the proceeds of any Special Tax levied and collected by CFD No. 19 may be used to pay, in whole or in part, for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of Special Taxes,

collection of Special Taxes, payment of Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 19. The incidental expenses associated with the annual administration of CFD No. 19 are expected to be \$80,000, expressed in 2017 dollars. However, it is anticipated that the incidental expenses will vary due to inflation and other factors, which may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX ("RMA")**

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All of the property located within CFD No. 19, unless exempted by law or by the RMA of either CFD No. 19 IA-1 or CFD No. 19 IA-2, shall be taxed for the purpose of providing the herein described School Facilities to serve the future students of SUHSD, including those generated by the development within CFD No. 19. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax may be based on the benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the Board, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution.

The Resolution of Intention generally sets forth the RMA to allow each homeowner or resident within the proposed CFD No. 19 to estimate the maximum amount that would be required for payment from any particular parcel. The discussion of the RMA provided below is intended merely as a general description of the RMA, not as a substitute for, and in no way supersedes, the RMA. For particulars as to the proposed RMA for CFD No. 19 IA-1 and CFD No. 19 IA-2, see Exhibit "C," attached hereto and incorporated herein by this reference.

The Special Taxes will be levied commencing in fiscal year 2017/18 and continuing each fiscal year thereafter. The term of the Annual Special Tax on Developed Property is limited by the RMA to 35 fiscal years. The Special Tax to be authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedures, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any Special Taxes that cannot be collected on the County of San Diego property tax roll may be collected through a direct billing procedure, to be established by the School District on behalf of CFD No. 19.

The owner of an assessor's parcel within CFD No. 19 may, at the time of, or subsequent to, the issuance of a building permit, prepay all of the property's Special Tax obligation to the extent and as provided in the respective RMA. The available methods for so doing are described in Section VI of each RMA.

Information related to the Special Tax appeals and interpretation procedure is set forth in the RMA and in General Terms and Conditions, Item 3.

It is my opinion that the RMA, as shown in Exhibit "C," is fair and equitable, uniformly applied, and not discriminatory or arbitrary.

  
SPECIAL TAX CONSULTANT  
SWEETWATER UNION HIGH SCHOOL DISTRICT

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**BOUNDARIES**

The boundaries of CFD No. 19 are those properties and parcels shown on Exhibit A, against which Special Taxes may be levied in order to pay for the costs and expenses of the herein described School Facilities. A general description of the boundaries of CFD No. 19 is as follows:

All that property as shown on a map designated by the name and number of CFD No. 19 and as approved by the Board of the School District through Resolution No. 4502, on May 8, 2017, and recorded on May 19, 2017 in Book 46 of Maps and Assessment and Community Facilities Districts at Pages 58 to 61 and as Instrument No. 2017-7000181. A copy of which is on file and open for public inspection.

For further particulars, reference is made to Exhibit "A" attached hereto and incorporated herein by reference.

COMMUNITY FACILITIES DISTRICT NO. 19 OF THE  
SWEETWATER UNION HIGH SCHOOL DISTRICT

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**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions for CFD No. 19 are as follows:

1. **SUBSTITUTION FACILITIES**

The description of the School Facilities, as set forth herein, is general in its nature. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications. The final plans may show substitutes in lieu, or modification to the proposed facilities in order to provide the herein described School Facilities, and any such substitution shall not be a change or modification in the proceedings as long as the substituted facilities provide a service substantially similar to that as set forth in this Report and are authorized by the proceedings under which CFD No. 19 was formed.

2. **BONDS**

In order to finance the School Facilities as set forth in the Report, it may be necessary for Bonds as described in the RMA, to be issued pursuant to the terms, conditions and authorization as set forth in applicable law, including the Act. The maximum amount of authorized bonded indebtedness for CFD No. 19 has been specified as an amount not to exceed one hundred and thirty million dollars (\$130,000,000). This amount is allocated between the Improvement Areas. The bonded indebtedness for CFD No. 19 IA-1 shall not exceed twenty million (\$20,000,000) and the bonded indebtedness for CFD No. 19 IA-2 shall not exceed one hundred ten million (\$110,000,000).

3. **APPEALS AND INTERPRETATION PROCEDURE**

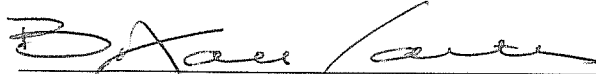
Interpretations may be made by the School District by resolution for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to these proceedings. Any property owner or resident who reasonably believes that a Special Tax has not been correctly calculated 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 during the fiscal year in which the Special Tax is levied. The period used for calculating a refund is limited to the fiscal year of the appeal.

4. **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions applicable for these proceedings and as approved by this Board are listed herein as follows:

- GOALS AND POLICIES

On and after January 1, 1994, a local agency may initiate proceedings to establish a community facilities district pursuant to Government Code provisions only if it has first considered and adopted certain goals and policies. The School District adopted such goals and policies with the adoption of Board Policy No. 7212(a) at a regularly scheduled meeting of the Board on November 17, 2008.



SPECIAL TAX CONSULTANT  
SWEETWATER UNION HIGH SCHOOL DISTRICT

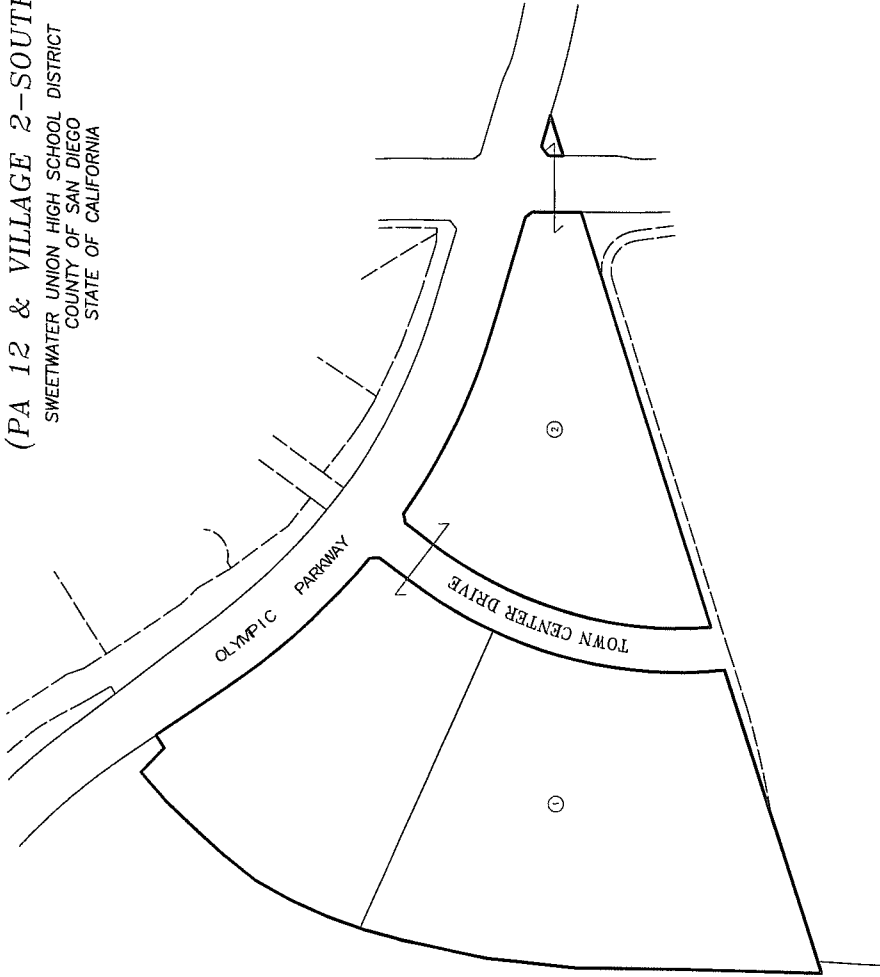


SWEETWATER UNION HIGH SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 19

**EXHIBIT "A"**

**BOUNDARIES OF CFD NO. 19**

# 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

HUNSAKER & ASSOCIATES SAN DIEGO, INC.  
PLANNING - ENGINEERING - SURVEYING  
9707 MIJES STREET - SAN DIEGO, CA 92121  
(619) 554-4500 - FAX (619) 554-1414  
E-MAIL: hunsaker@hunsaker.com



BOARD OF TRUSTEES APPROVAL  
I HEREBY CERTIFY THAT THE 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 HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_

CLERK OF THE BOARD OF TRUSTEES  
SWEETWATER UNION HIGH SCHOOL DISTRICT  
STATE OF CALIFORNIA

COUNTY RECORDER'S CERTIFICATE  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_  
THE HOUR OF \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ A.M. AS DOCUMENT NO. \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENTS  
AND COMMUNITY FACILITIES DISTRICTS OF THE OFFICE OF  
THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

BY \_\_\_\_\_  
DEPUTY RECORDER  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

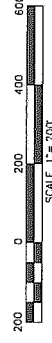
NOTE: FOR PARCELS OF LINES IN  
DIMENSIONS OF ASSESSMENTS  
REFERENCE IS MADE TO THE SAN DIEGO  
COUNTY ASSESSOR'S PARCEL MAPS.

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
26	2	644-313-13-00
27	2	644-313-28-00
28	2	644-313-27-00
29	2	644-313-26-00
30	2	644-313-25-00
31	2	644-313-24-00
32	2	644-313-23-00
33	2	644-313-22-00
34	2	644-313-21-00
35	2	644-313-20-00
36	2	644-313-19-00
37	2	644-313-18-00
38	2	644-313-17-00
39	2	644-313-16-00
40	2	644-313-15-00
41	2	644-313-14-00

CONTINUED ON SHEET 3

① SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER  
COMMUNITY FACILITIES DISTRICT BOUNDARY



2017-7000181

BK 46 PG 58

SHEET	1	OF	4
DATE	MAY 2017		
JOB NO.	CFD _____		

SWEETWATER UNION HIGH SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA



## IMPROVEMENT AREA 2



**HUNSAKER & ASSOCIATES SAN DIEGO, INC.**

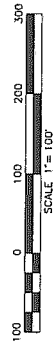
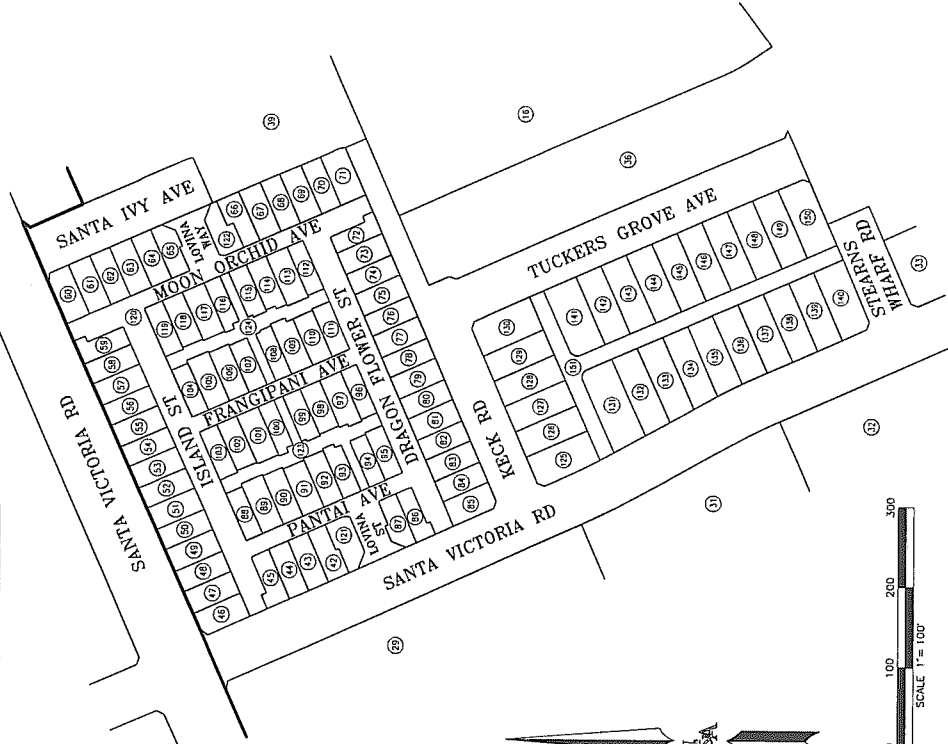
PLANNING - ENGINEERING - SURVEYING  
39707 MAPLES STREET - SAN DIEGO, CA 92121

(858) 558-4500 - FAX (858) 558-1414  
 :1240\AMap\Exports\EX FA 17 & WY 2 South CTD Lander 1876 Sat 07 dec\May-01-2017:16:40

SHEET	2 OF 4
DATE	MAY 2017
JOB NO.	CFD -

# 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 2



HUNSAKER & ASSOCIATES SAN DIEGO, INC.  
PLANNING - ENGINEERING - SURVEYING  
9707 MAPLES STREET - SAN DIEGO, CA 92121  
(619) 584-1400 FAX (619) 584-1414  
HUNSAKER@HUNSAKER.COM

PA 12 & VILLAGE 2-SOUTH, MAY 12, 2017 2:00 PM CDT. DATE: MAY 12, 2017 2:00 PM CDT. DATE: MAY 12, 2017 2:00 PM CDT.

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
176	2	644-315-34-00
177	2	644-315-34-00
178	2	644-315-34-00
179	2	644-315-34-00
180	2	644-315-34-00
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182	2	644-315-34-00
183	2	644-315-34-00
184	2	644-315-34-00
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188	2	644-315-34-00
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201	2	644-315-34-00
202	2	644-315-34-00
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243	2	644-315-34-00
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245	2	644-315-34-00
246	2	644-315-34-00
247	2	644-315-34-00
248	2	644-315-34-00
249	2	644-315-34-00
250	2	644-315-34-00

TABLE CONTINUED ON SHEET 4

TABLE CONTINUED

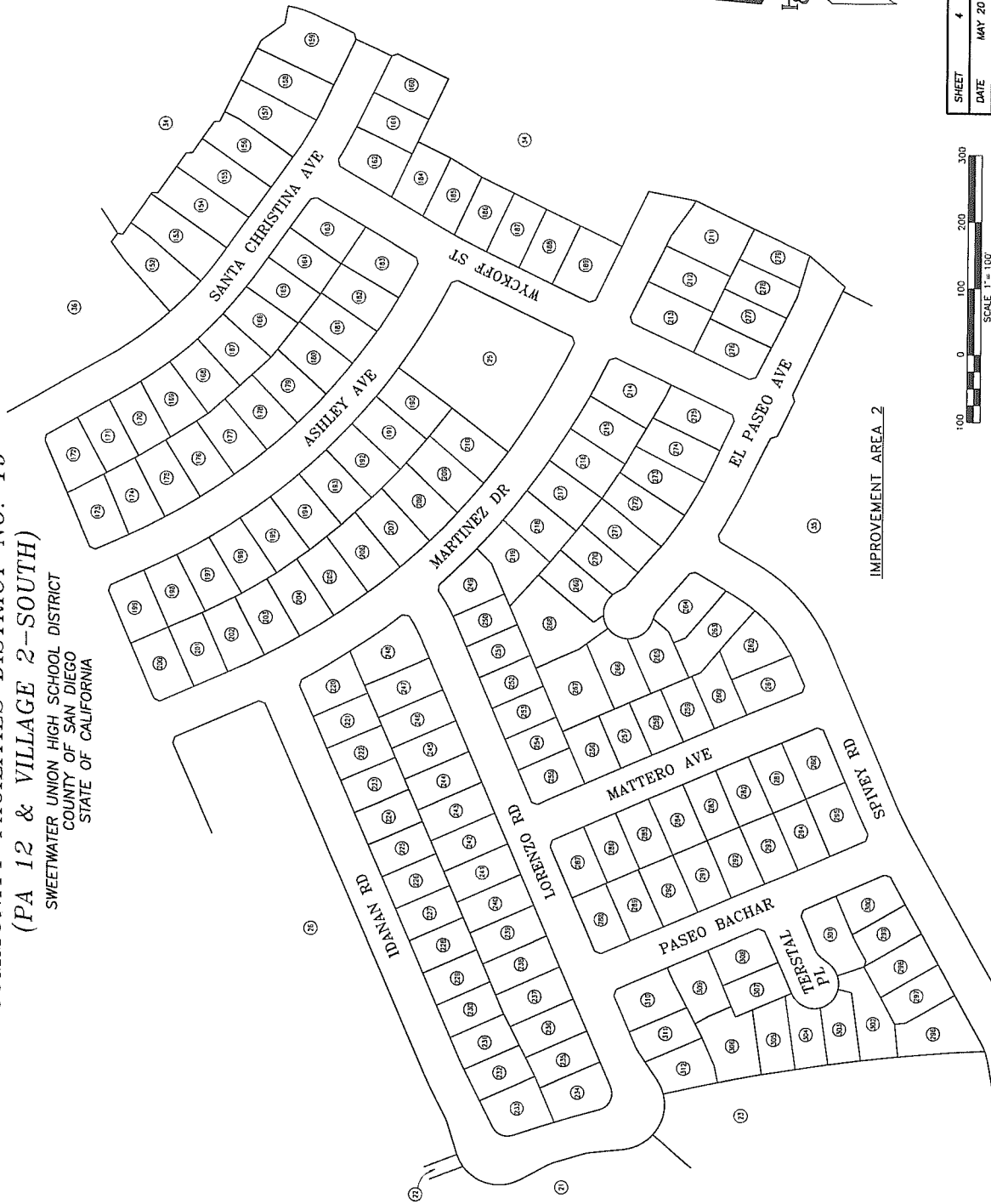
MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
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107	2	644-317-65-00
108	2	644-317-65-00
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111	2	644-317-65-00
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114	2	644-317-65-00
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119	2	644-317-65-00
120	2	644-317-65-00
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171	2	644-317-65-00
172	2	644-317-65-00
173	2	644-317-65-00
174	2	644-317-65-00
175	2	644-317-65-00

TABLE CONTINUED FROM SHEET 1

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
42	2	644-317-65-00
43	2	644-317-65-00
44	2	644-317-65-00
45	2	644-317-65-00
46	2	644-317-65-00
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102	2	644-317-65-00
103	2	644-317-65-00
104	2	644-317-65-00
105	2	644-317-65-00

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

TABLE CONTINUED FROM SHEET 3			ASSESSOR'S PARCEL NO.	
MAP REF. NO.	IMPROVEMENT AREA			
251	2	644-316-52-00		
252	2	644-316-53-00		
253	2	644-316-54-00		
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262	2	644-316-63-00		
263	2	644-316-64-00		
264	2	644-316-65-00		
265	2	644-316-66-00		
266	2	644-316-67-00		
267	2	644-316-68-00		
268	2	644-316-69-00		
269	2	644-316-70-00		
270	2	644-316-71-00		
271	2	644-316-72-00		
272	2	644-316-73-00		
273	2	644-316-74-00		
274	2	644-316-75-00		
275	2	644-316-76-00		
276	2	644-316-77-00		
277	2	644-316-78-00		
278	2	644-316-79-00		
279	2	644-316-80-00		
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308	2	644-316-09-00		
309	2	644-316-10-00		
310	2	644-316-11-00		
311	2	644-316-12-00		



SWEETWATER UNION HIGH SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 19

**EXHIBIT "B"**

**ESTIMATE OF COST**

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
SUMMARY OF ESTIMATED COSTS  
(MIDDLE SCHOOL)**

<b>A. SITE</b>			<b>\$31,824,000</b>
* Purchase Price of Property		\$30,600,000	
Acres:	26		
Cost/Acre:	\$1,200,000		
Appraisals / Escrow / Survey Costs - 4% of Site			
Costs per Section 1859.74(a)(2)		\$1,224,000	
* Assumes Net Usable Acres			
<b>B. PLANS</b>			<b>\$7,059,000</b>
Architect's Fee	9.0%	\$5,249,000	
Preliminary Tests	1.0%	\$584,000	
DSA/CDE Plan Check	1.5%	\$875,000	
Environmental Fee Analysis	0.3%	\$175,000	
Duplicating/Advertising Costs	0.1%	\$59,000	
Other	0.2%	\$117,000	
<b>C. CONSTRUCTION</b>			<b>\$58,320,000</b>
Construction	\$360/sf	\$54,000,000	
Utility Services (Incl. Fees)	100	1.0%	\$540,000
Off-Site Development (Incl. Fees)	sf per	7.0%	\$3,780,000
Service Site Development	student		
<b>D. TESTS</b>			<b>\$1,167,000</b>
	2.0%		
<b>E. CONSTRUCTION INSPECTION SERVICES</b>			<b>\$1,750,000</b>
	3.0%		
<b>F. FURNITURE AND EQUIPMENT</b>			<b>\$5,832,000</b>
	10.0%		
<b>G. CONTINGENCY</b>			<b>\$5,832,000</b>
	10.0%		
<b>TOTAL ESTIMATED COST</b>			<b>\$111,784,000</b>
Projected Number of Students			1,500
Cost Per Student			\$74,523

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
SUMMARY OF ESTIMATED COSTS  
(HIGH SCHOOL)**

<b>A. SITE</b>			<b>\$69,014,400</b>
* Purchase Price of Property		\$66,360,000	
Acres:	55.30		
Cost/Acre:	\$1,200,000		
Appraisals / Escrow / Survey Costs - 4% of Site			
Costs per Section 1859.74(a)(2)		\$2,654,400	
* Assumes Net Usable Acres			
<b>B. PLANS</b>			<b>\$13,550,000</b>
Architect's Fee	9.0%	\$10,078,000	
Preliminary Tests	1.0%	\$1,120,000	
DSA/CDE Plan Check	1.5%	\$1,680,000	
Environmental Fee Analysis	0.3%	\$336,000	
Duplicating/Advertising Costs	0.1%	\$112,000	
Other	0.2%	\$224,000	
<b>C. CONSTRUCTION</b>			<b>\$111,975,000</b>
Construction	\$360/sf	\$103,680,000	
Utility Services (Incl. Fees)	120	1.0%	\$1,037,000
Off-Site Development (Incl. Fees)	sf per	7.0%	\$7,258,000
Service Site Development	student		
<b>D. TESTS</b>			<b>\$2,240,000</b>
	2.0%		
<b>E. CONSTRUCTION INSPECTION SERVICES</b>			<b>\$3,360,000</b>
	3.0%		
<b>F. FURNITURE, EQUIPMENT AND TECHNOLOGY</b>			<b>\$11,198,000</b>
	10.0%		
<b>G. CONTINGENCY</b>			<b>\$11,198,000</b>
	10.0%		
<b>TOTAL ESTIMATED COST</b>			<b>\$222,535,400</b>
Projected Number of Students			2,400
Cost Per Student			\$92,723



SWEETWATER UNION HIGH SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 19

**EXHIBIT "C"**

**RATE AND METHOD OF APPORTIONMENT**

**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 1<sup>st</sup> 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.

**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>	<b>Tax Zone 2</b>		
		<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.

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

**RESOLUTION NO. 4506**

**RESOLUTION OF THE BOARD OF TRUSTEES )  
OF THE SWEETWATER UNION HIGH )  
SCHOOL DISTRICT DETERMINING THE )  
VALIDITY OF PRIOR PROCEEDINGS, )  
ESTABLISHING COMMUNITY FACILITIES )  
DISTRICT NO. 19 AND THE IMPROVEMENT )  
AREAS THEREOF, AUTHORIZING THE LEVY )  
OF A SPECIAL TAX WITHIN THE )  
IMPROVEMENT AREAS OF COMMUNITY )  
FACILITIES DISTRICT NO. 19, ESTABLISHING )  
AN APPROPRIATIONS LIMIT, CALLING AN )  
ELECTION AND TAKING RELATED ACTIONS )**

ON THE MOTION of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_,  
the following resolution is hereby adopted:

WHEREAS, on May 8, 2017, the Board of Trustees ("Board") of the Sweetwater Union High School District ("District"), adopted Resolution No. 4500 stating its intention to form Community Facilities District No. 19 ("CFD No. 19") and Improvement Area Nos. 1 and 2 thereof (each an "Improvement Area" and collectively the "Improvement Areas") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Act"), and calling a public hearing thereon for June 12, 2017, at 6:00 p.m. or as soon thereafter as practicable; and

WHEREAS, a copy of Resolution No. 4500, which sets forth a description of the proposed boundaries of CFD No. 19, and the Improvement Areas thereof, the facilities to be provided by CFD No. 19 on behalf of the Improvement Areas, the costs of providing the facilities, and the proposed rate and method of apportionment of the special tax to be levied within each of the Improvement Areas (each an "RMA") to pay for the facilities and other costs, including payment of the principal and interest on bonds or other securities proposed to be authorized within the Improvement Areas of CFD No. 19, is on file with the Clerk of the Board and incorporated herein by this reference; and

WHEREAS, on May 8, 2017, the Board also adopted Resolution No. 4502, to approve the boundary map of proposed CFD No. 19; and

WHEREAS, pursuant to the directives of Resolution Nos. 4500 and 4502, a copy of the proposed boundary map of proposed CFD No. 19 and the Improvement Areas thereof, was recorded in the office of the County Recorder of the County of San Diego, State of California, on May 19, 2017, as Instrument No. 2017-7000181, Book No. 46, of Maps of Assessment and Community Facilities Districts at Pages 58 to 61, in such office, in compliance with Section 3110 *et seq.* of the Streets and Highways Code of the State of California and the Act; and

WHEREAS, notice of the public hearing was posted, published, and provided to the property owners within proposed CFD No. 19 and the Improvement Areas thereof, all as required by the Act; and

WHEREAS, pursuant to the requirements of the Act, applicable state law, and the provisions of Resolution No. 4500, the District has completed all related postings, filings, and provision of notices, which have been described to the Board and confirmation of which is on file with the Clerk of the Board; and

WHEREAS, on June 12, 2017, in accordance with the requirements of the Act, the Board conducted and completed the public hearing on the formation of CFD No. 19 and the Improvement Areas thereof, the special taxes proposed for the Improvement Areas of CFD No. 19, the public facilities to be financed by CFD No. 19, and certain related matters; and

WHEREAS, during such hearing, all persons desiring to be heard on all matters pertaining to the formation of CFD No. 19 and the Improvement Areas thereof, were heard and a full and fair hearing was held; and

WHEREAS, at such hearing, a community facilities district report ("CFD Report") containing a brief description of the public facilities by type which will be required to meet the needs of CFD No. 19 and the Improvement Areas thereof and the estimated cost of providing those facilities was presented to, and considered by, the Board; and

WHEREAS, the Board has been provided with information relating to the number of registered voters within the boundaries of proposed CFD No. 19 and each Improvement Area thereof; and

WHEREAS, the Board has been provided with documentation and information from and concerning the current landowners within the territory proposed to be included within CFD No. 19 and the Improvement Areas thereof, including, but not limited to, documentation concerning designated voting representatives for such property owners as required under the Act for a landowner voter election.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. Pursuant to Section 53325.1(b) of the Act, the Board finds and determines that the proceedings conducted prior hereto were valid and in conformity with the requirements of the Act including, but not by way of limitation, the following:

Adoption by the Board of a Resolution of Intention to establish CFD No. 19 and the Improvement Areas thereof (Resolution No. 4500), a Resolution of Intention for said Community Facilities District to incur bonded indebtedness (Resolution No. 4501), and a Resolution approving the boundary map of proposed CFD No. 19 and the Improvement Areas thereof (Resolution No. 4502); publication, posting and/or mailing of the notices of the

hearings on the establishment of CFD No. 19 and the Improvement Areas thereof, the authorization of special taxes, and proposed incurring of bonded indebtedness; filing of the Resolution of Intention with the City of Chula Vista; recording of the proposed boundary map in the office of the County Recorder for the County of San Diego, State of California, pursuant to Section 3110 *et seq.* of the Streets and Highways Code of the State of California; conducting and completing the public hearing on the establishment of CFD No. 19 and the Improvement Areas thereof, at which time the Board received and considered the CFD Report, and at which time all interested parties and taxpayers were permitted to comment on and/or protest against the establishment of CFD No. 19, the Improvement Areas thereof, the proposed special taxes, the intention to incur bonded indebtedness and the furnishing of the proposed public facilities.

- Section 3. The CFD Report, prepared pursuant to the Act, as previously reviewed as a part of the hearing process and made a part of the record of the hearing, is hereby approved and is ordered to be kept on file with the record of these proceedings and available for public inspection.
- Section 4. The Board finds that the public convenience and necessity require the facilities proposed to be funded through CFD No. 19 and the Improvement Areas thereof.
- Section 5. A community facilities district to be named the "Community Facilities District No. 19 of the Sweetwater Union High School District" is hereby established pursuant to the Act for the area shown on Exhibit "A." The Improvement Areas of CFD No. 19 shall be designated as, respectively, "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" for the areas shown on Exhibit "A."
- Section 6. The type of public facilities proposed to be provided within CFD No. 19 and each of the Improvement Areas thereof are described in Exhibit "B" attached hereto ("Facilities"), and incorporated herein by this reference, and within the CFD Report. Pursuant to Government Code Section 53313.5, the Board hereby finds that the existing Facilities which may be purchased or refinanced with funds of property CFD No. 19 were constructed under the direction, supervision, and legal requirements applicable to the District at the time such were designed, constructed, acquired, and/or completed.
- Section 7. For all funds needed to accomplish the herein described actions, the District intends to levy annually, in accordance with the procedures contained in the Act, a special tax within each Improvement Area sufficient to pay for the design, acquisition, construction, expansion, relocation, rehabilitation, leasing, purchase, modernization, and/or completion of the Facilities, and/or to pay the principal and interest and other periodic costs on securities which

may be issued to finance the Facilities; any installment purchase payments or lease payments for or related to the Facilities; and all incidental expenses including: the cost of planning, designing, constructing, acquiring, expanding, relocating, modernizing, and rehabilitating the Facilities to be financed pursuant to the Act, including, but not limited to, the cost of environmental evaluations of the Facilities; the costs associated with the creation of CFD No. 19 and the Improvement Areas thereof, issuance of bonds or other securities, determination of the amount of taxes, collection of special taxes or other revenues, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 19 and the Improvement Areas; and any other expenses incidental to the construction, acquisition, relocation, rehabilitation, expansion, modernization, completion and/or inspection of the Facilities including all costs incidental to, or connected with, the accomplishment of the purposes for which debt may be incurred, including, but not limited to, the estimated costs of construction or acquisition of buildings, or both; costs of acquisition of real property; satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time bonds or other debt or securities are issued pursuant to the Act; architectural, engineering, inspection, legal, fiscal, and financial consultant fees; reserve funds; discount fees; interest on any securities of CFD No. 19 or the Improvement Areas due and payable prior to the expiration of one (1) year from the date of completion of the Facilities, not to exceed twenty-four (24) months from the date of issuance of the securities; election costs; and all costs of issuance of securities, including, but not limited to, fees for special counsel and legal counsel, costs of obtaining credit ratings, insurance premiums, fees for letters of credit, tax surety bonds, and/or other credit enhancement costs, and printing costs. The Board also reserves the right to establish a fund, and use tax revenues, pursuant to Section 53314.5 of the Act. As herein provided, CFD No. 19 or the Improvement Areas thereof may also, in lieu of issuing bonds, issue or execute and deliver equivalent securities, including, but not limited to, lease revenue bonds, revenue anticipation notes or certificates of participation, which may involve a lease-purchase financing arrangement for property and/or facilities with a nonprofit public benefit corporation or a joint powers agency.

Section 8. The proposed RMA for each of the Improvement Areas within CFD No. 19 is described in detail in Exhibits "C-1" (as to Improvement Area No. 1) and "C-2" (as to Improvement Area No. 2), attached hereto and made a part hereof. The special taxes are based upon the benefit received by parcels of real property within an Improvement Area of CFD No. 19 derived from the right to use the Facilities necessitated by development in such area. The special taxes are further based upon the cost of making the Facilities available to each parcel in the Improvement Areas. The special taxes are apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act, and such special taxes are not based upon the ownership of real property.

Special taxes shall not be levied and collected with respect to any parcel that is exempt from special taxes pursuant to the RMA for each

Improvement Area or of which the special tax obligation has been fully prepaid and a notice of cessation of special taxes recorded.

Any special taxes collected pursuant to the authorization of the qualified electors shall be collected for a maximum of thirty-five (35) fiscal years (as further set forth in the RMAs). Under no circumstances will the special tax levied in any fiscal year against any parcel within any Improvement Area of CFD No. 19 subject to special taxes and used for private residential purposes, as defined in Government Code Section 53321, be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the corresponding Improvement Area by more than ten percent (10%) above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Section 9. The Board intends that owners of parcels within each Improvement Area of CFD No. 19 may prepay the special tax obligation for that respective Improvement Area for such parcel(s) by those method(s) set forth in the respective RMA. The Board reserves the right to provide for additional terms for such prepayment(s) of special taxes as may be necessary or desirable for the effective administration thereof consistent with the existing terms of each respective RMA.

Section 10. In the event that a portion of the property within an Improvement Area shall become, for any reason, exempt, wholly or partially, from the levy of the special taxes specified in its respective RMA, the Board shall, on behalf of CFD No. 19 and the respective Improvement Area, increase the levy to the extent necessary and permitted by statute, up to the authorized maximum tax, upon the remaining property within that Improvement Area which is not exempt in order to yield the required debt service payments or other payments for which such special tax revenues may have been, or are, committed or pledged.

Section 11. Written protests against the formation of CFD No. 19, the formation of the Improvement Areas, the proposed territory to be included within CFD No. 19 and the Improvement Areas thereof, or the proposed facilities to be furnished or financed through CFD No. 19, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the land within any of the Improvement Areas.

Section 12. The special taxes proposed to be levied in the Improvement Areas of CFD No. 19 to pay for the proposed Facilities have not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the respective Improvement Areas or property owners of one-half (1/2) or more of the area of land within the respective Improvement Areas.

Section 13. A special election is hereby called and ordered for CFD No. 19, and within each Improvement Area, on the propositions of levying special taxes on the property within the respective Improvement Areas as set forth herein. This Resolution shall constitute the election order for such special election.



Section 14. The Board hereby submits to the qualified electors of each respective Improvement Area of CFD No. 19 a proposition to establish an appropriations limit as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for that Improvement Area. Such appropriations limit shall be equal to the amount of the proposed amount of bonded indebtedness to be authorized within the corresponding Improvement Area. The proposition to establish an appropriations limit shall be combined, pursuant to Section 53353.5 of the Act, with the propositions relating to levy of a special tax, and proposition to incur bonded indebtedness, and is set forth in Exhibits "D-1" (as to Improvement Area No. 1) and "D-2" (as to Improvement Area No. 2) attached hereto and made a part hereof by this reference.

Section 15. A combined Special Tax and Bond Election is hereby called and ordered for each Improvement Area of CFD No. 19 (each an "Election") on the proposition of levying special taxes on property within the respective Improvement Areas and the described appropriations limit which shall be consolidated with the Election on the proposition of incurring bonded indebtedness within the corresponding Improvement Area, pursuant to Section 53353.5 of the Act. The proposed proposition relative to incurring bonded indebtedness in the maximum principal aggregate amount of One Hundred Thirty Million Dollars (\$130,000,000) within CFD No. 19, on the behalf of the Improvement Areas as set forth in Table 1 below, the levy of the special taxes, and the proposition to establish an appropriations limit, shall be submitted to the voters in each Improvement Area on one ballot pursuant to Section 53353.5 of the Act. The form of the Measure for such Election is set forth in Exhibits "D-1" and "D-2," attached hereto and made a part hereof by this reference.

Table 1

Improvement Area No. 1	\$20,000,000
Improvement Area No. 2	\$110,000,000

Section 16. Pursuant to information furnished to the Board, the Board hereby determines that there are less than twelve (12) registered voters within each of the Improvement Areas of CFD No. 19. Pursuant to Section 53326(b) of the Act, the Board hereby determines and directs that the Election shall be a landowner election with each landowner having one (1) vote for each acre of property, or portion thereof, that they own within the respective Improvement Area of CFD No. 19, and not exempt from the special tax, as of the date of this Resolution.

Section 17. The date of the Election for CFD No. 19 shall be June 12, 2017.

Section 18. Pursuant to the provisions of Section 53327(b) of the Act, the Board hereby confirms and directs that the District's Chief Financial Officer shall be the Election Official ("Election Official") for this Election. The Election Official is authorized to, and shall, take all actions necessary to conduct the Election as provided for herein.

Section 19. A tax rate statement, as required by Elections Code Sections 9400–9404 unless waived by unanimous consent of all landowners for a landowner voter election, shall be furnished to the qualified electors. The District staff and consultants are hereby authorized to assist in the preparation of such tax statement.

Section 20. Pursuant to the requirements and provisions of the Act, the Board hereby finds, determines and directs as follows:

(a) The special taxes to be authorized at the Election shall be used only as set forth in the Act and the respective RMAs for the purposes set forth in Section 7 hereof, which is incorporated herein by this reference.

(b) All special taxes so levied and collected within each of the Improvement Areas of CFD No. 19 shall be used only for the above-referenced purposes.

(c) The District staff is directed to create one or more fund(s) or account(s), which may include sub-accounts, in which the special taxes levied and collected within each of the Improvement Areas of CFD No. 19 shall be deposited. Such fund(s) and/or account(s) may, at the appropriate time, be combined or merged with funds, accounts and subaccounts created and used to pay debt service and for other purposes in connection with outstanding bonds, or other securities, issued by, or on behalf of, CFD No. 19 for the respective Improvement Area to finance the Facilities as further described herein (collectively referred to herein as the “Bonds”).

(d) The District’s Chief Financial Officer, or such other officer(s) as shall be designated by the District’s Superintendent, on behalf of CFD No. 19 and the Improvement Areas, shall have the responsibility, no less often than annually, to provide the Board with a written report which shall contain at least the following information:

(i) the amount of special taxes collected within the Improvement Areas of CFD No. 19 and expended for an identified period, which may be quarterly, semi-annually or annually; and

(ii) a brief discussion of the status of the acquisition, construction or financing of the Facilities with the above-referenced special taxes.

The report required by this Section 20(d) may be combined with other periodic reports which include the same information, including, but not limited to, periodic reports made to the California Debt and Investment Advisory Commission (“CDIAC”), continuing disclosure reports provided in connection with the outstanding Bonds and/or those reports required under Section 20(d) of this Resolution. Reports shall be prepared for each year

in which special taxes are levied and collected within the Improvement Areas of CFD No. 19.

The provisions of this Section 20 shall cease and terminate upon the earliest of any of the following events:

- (i) the dissolution of CFD No. 19;
- (ii) the recordation of a Notice of Cessation of Special Taxes for all of the territory within CFD No. 19; or
- (iii) the expiration of the final year in which special taxes may be collected within all of the Improvement Areas for CFD No. 19 pursuant to the provisions of each RMA.

Section 21. The clerk of the board, District officers and staff and District consultants are hereby directed to take all necessary and appropriate action(s) as may be required by the Election Official to conduct the election referenced herein and to carry out the directives of this Resolution.

Section 22. The Board hereby establishes that the Chief Financial Officer of the District and the District staff, or at the discretion of the District, a hired consultant, will be responsible for preparing annually, a current roll of special tax levy obligations by assessor parcel number and will be responsible for estimating future tax levies within the Improvement Areas of CFD No. 19 pursuant to Section 53340.2 of the Act. The District staff may be reached at 1130 Fifth Avenue, Chula Vista, California, 91911.

Section 23. Upon recordation of the Notice of Special Tax Lien for each Improvement Area pursuant to Section 3114.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property within the respective Improvement Area of CFD No. 19 and this lien shall continue in full force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the authorized special tax by the Board ceases.

Section 24. A seal consisting of two concentric circles with the name "Community Facilities District No. 19 of the Sweetwater Union High School District" imprinted between such circles and the words "Formed June 12, 2017" imprinted in the center thereof, is hereby approved as the official seal of CFD No. 19.

Section 25. The regular meetings of CFD No. 19 shall coincide with the times, dates, and location of the regular meetings of the District Board.

Section 26. This Resolution shall take effect immediately upon approval and adoption by the Board.

Resolution No. 4506  
June 12, 2017  
Page 9

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 12<sup>th</sup> day of June, 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 Resolution No. 4506 adopted by such 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 such board.

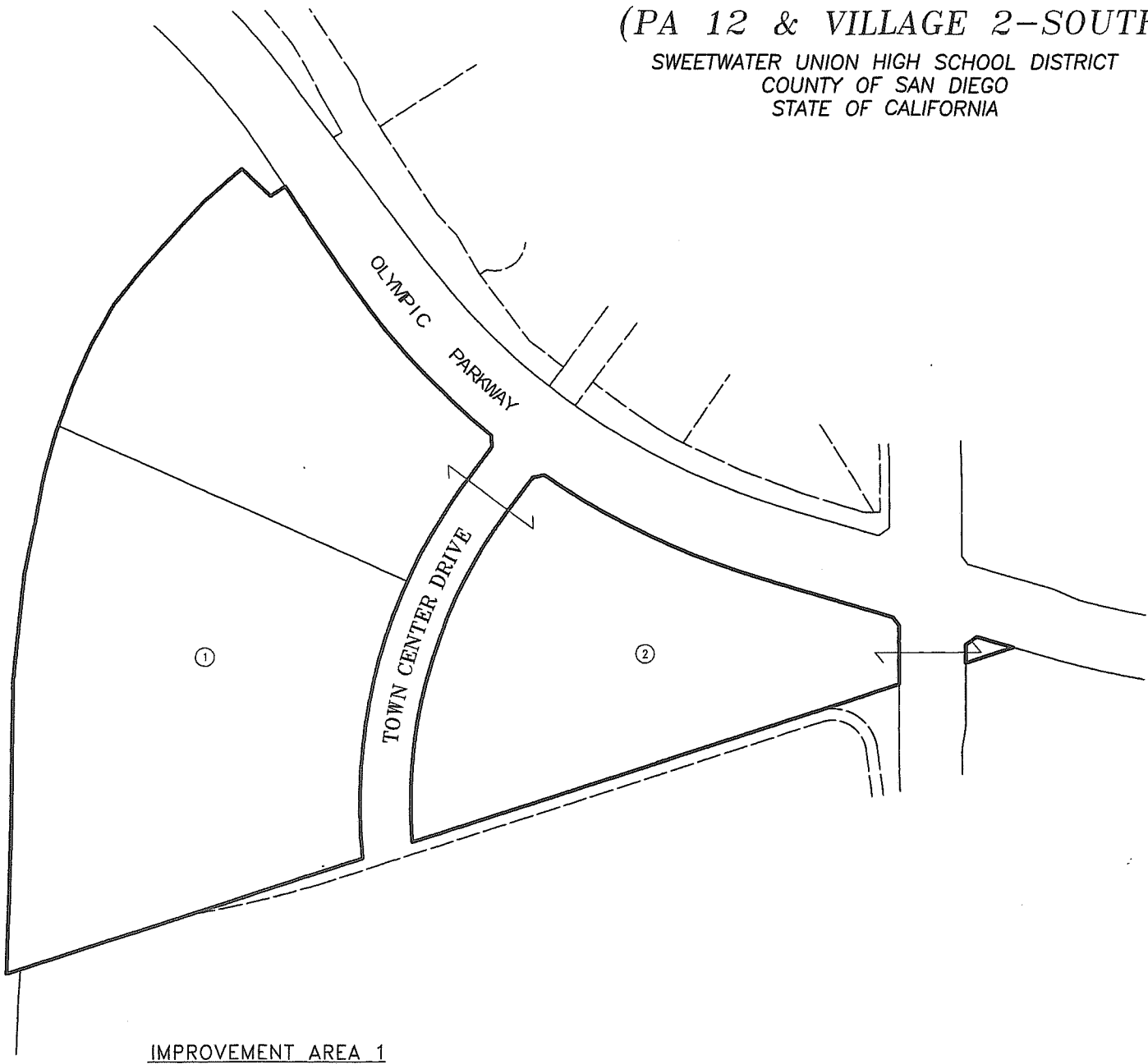
\_\_\_\_\_  
Deanne Vicedo, Clerk

June 12, 2017  
Date

EXHIBIT "A"

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 24th DAY OF April, 2017.

D.H.  
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 1st DAY OF  
May, 2017, BY ITS RESOLUTION NO. 4302.

D.H.  
CLERK OF THE BOARD OF TRUSTEES  
SWEETWATER UNION HIGH SCHOOL DISTRICT  
STATE OF CALIFORNIA

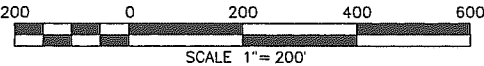
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4	2	644-312-02-00
5	2	644-312-03-00
6	2	644-312-04-00
7	2	644-311-02-00
8	2	644-313-46-00
9	2	644-313-47-00
10	2	644-313-48-00
11	2	644-310-09-00
12	2	644-310-06-00
13	2	644-340-23-00
14	2	644-313-52-00
15	2	644-313-53-00
16	2	644-313-64-00
17	2	644-313-05-00
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	644-313-39-00

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MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
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31	2	644-313-51-00
32	2	644-313-54-00
33	2	644-313-40-00
34	2	644-313-38-00
35	2	644-313-60-00
36	2	644-313-63-00
37	2	644-313-43-00
38	2	644-313-44-00
39	2	644-313-23-00
40	2	644-313-62-00
41	2	644-313-15-00

CONTINUED ON SHEET 3

① SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER  
COMMUNITY FACILITIES DISTRICT BOUNDARY



COUNTY RECORDER'S CERTIFICATE

FILED THIS 19th DAY OF MAY, 2017, AT  
THE HOUR OF 12:55 O'CLOCK, P. M. AS DOCUMENT NO.  
2017-1000181 IN BOOK 46 OF MAPS OF ASSESSMENTS  
AND COMMUNITY FACILITIES DISTRICTS AT PAGE 58 IN THE OFFICE OF  
THE COUNTY RECORDING IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

BY: C. Little  
DEPUTY RECORDER  
COUNTY RECORDER, ERNEST J. DRONENBURG, JR.  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

SHEET	1 OF 4
DATE	MAY 2017
JOB NO.	CFD

NOTE: FOR PARTICULARS OF LINES AND  
DIMENSIONS OF ASSESSOR'S PARCELS,  
REFERENCE IS MADE TO THE SAN DIEGO  
COUNTY ASSESSOR'S PARCEL MAPS.



HUNSAKER & ASSOCIATES SAN DIEGO, INC.

PLANNING - ENGINEERING - SURVEYING  
9707 MAPLES STREET - SAN DIEGO, CA 92121  
(658) 558-4500 - FAX (658) 558-1414

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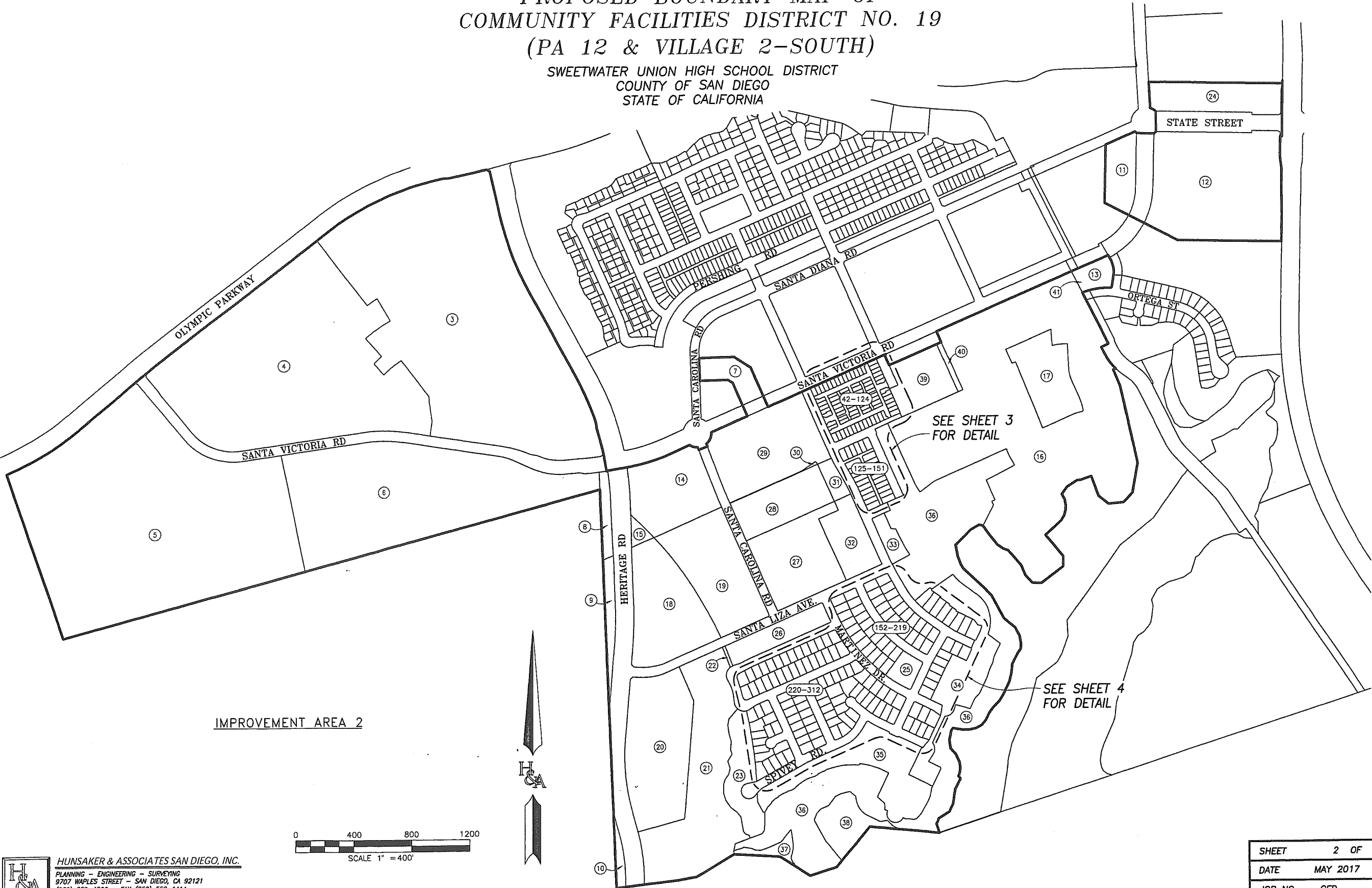
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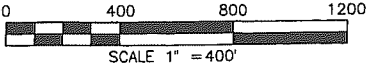
# PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 19 (PA 12 & VILLAGE 2-SOUTH)

SWEETWATER UNION HIGH SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA



IMPROVEMENT AREA 2

**HUNSAKER & ASSOCIATES SAN DIEGO, INC.**  
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9707 WAPLES STREET - SAN DIEGO, CA 92121  
(858) 558-4500 - FAX (858) 558-1414  
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SHEET	2 OF 4
DATE	MAY 2017
JOB NO.	CFD__

BK 46 PG 59

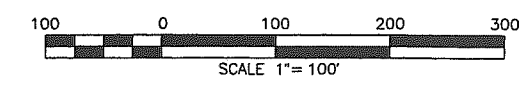
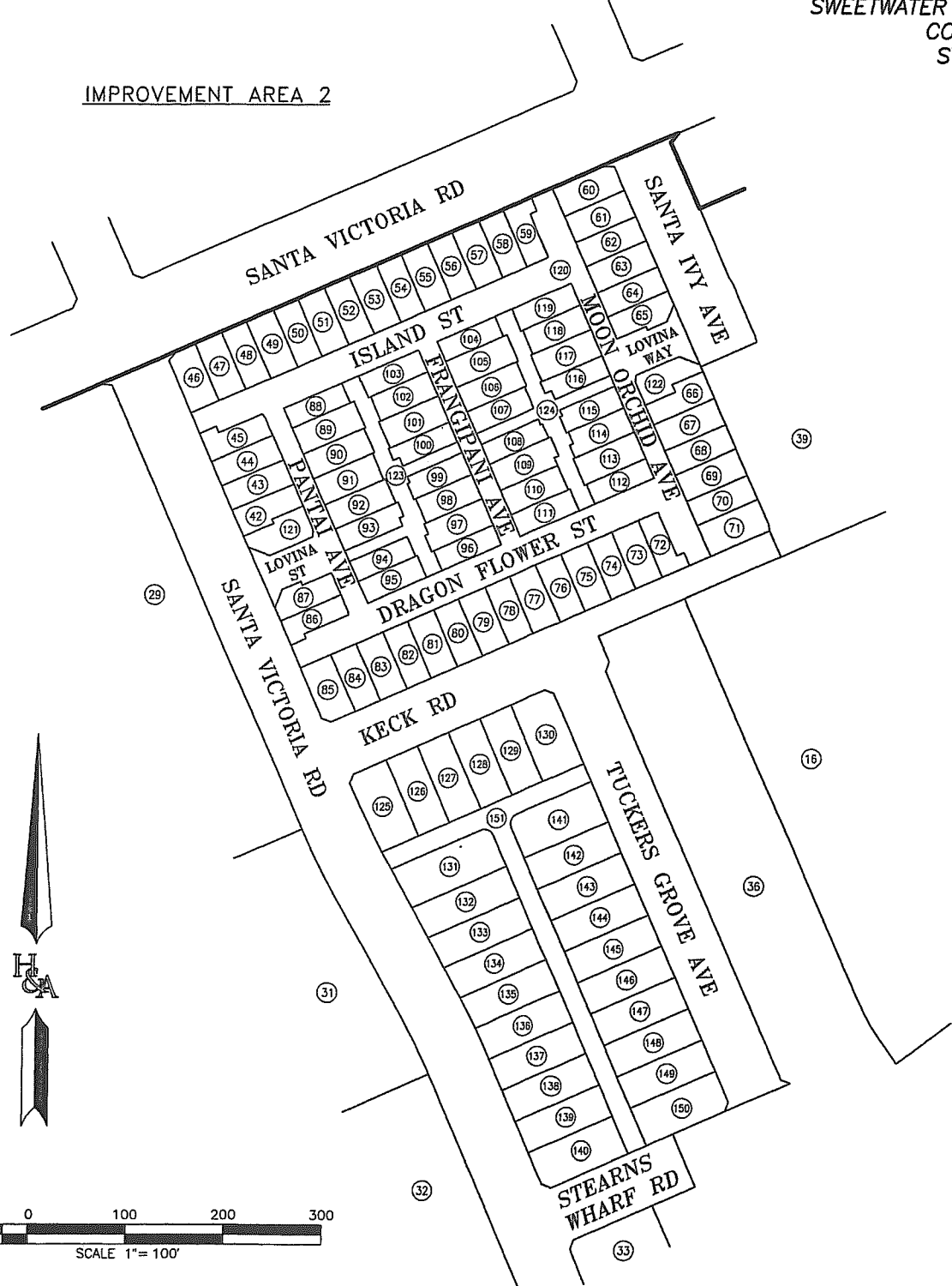
A-2 2017-7000181

BK 46 PG 59 2017-7000181

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 2



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TABLE CONTINUED FROM SHEET 1

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82	2	644-317-41-00
83	2	644-317-42-00
84	2	644-317-43-00
85	2	644-317-44-00
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99	2	644-317-58-00
100	2	644-317-59-00
101	2	644-317-60-00
102	2	644-317-61-00
103	2	644-317-62-00
104	2	644-317-63-00
105	2	644-317-64-00

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
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109	2	644-317-68-00
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113	2	644-317-72-00
114	2	644-317-73-00
115	2	644-317-74-00
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171	2	644-318-47-00
172	2	644-318-48-00
173	2	644-318-49-00
174	2	644-318-50-00
175	2	644-318-51-00

TABLE CONTINUED

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
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177	2	644-318-53-00
178	2	644-318-54-00
179	2	644-318-55-00
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250	2	644-319-26-00

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SHEET	3 OF 4
DATE	MAY 2017
JOB NO.	CFD

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2017-70000181

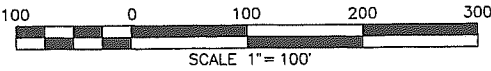
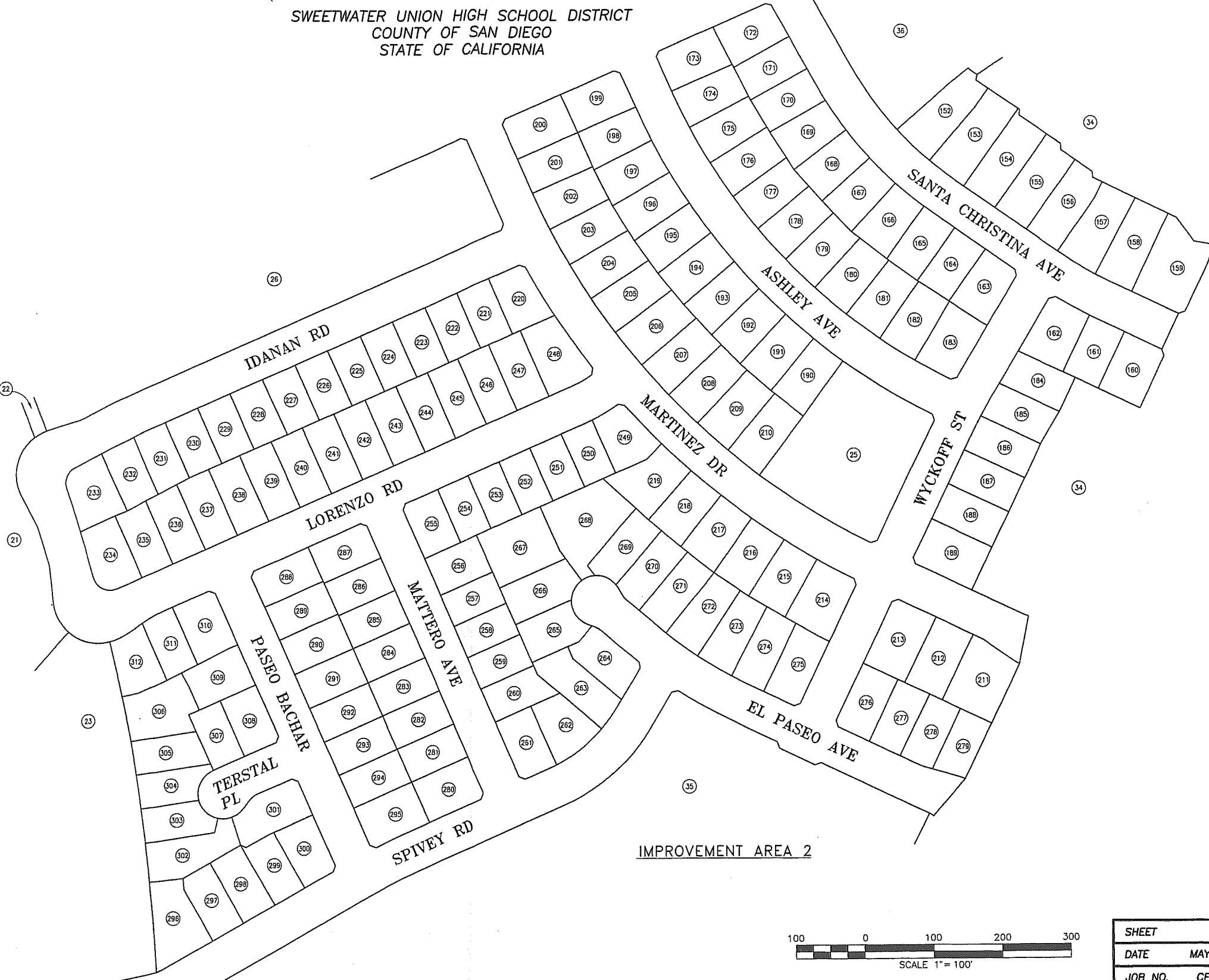
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# PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 19 (PA 12 & VILLAGE 2-SOUTH)

SWEETWATER UNION HIGH SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

TABLE CONTINUED FROM SHEET 3

MAP REF NO.	IMPROVEMENT AREA	ASSESSOR'S PARCEL NO.
251	2	644-316-32-00
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254	2	644-316-35-00
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311	2	644-316-92-00
312	2	644-316-93-00



SHEET	4 OF 4
DATE	MAY 2017
JOB NO.	CFD__-__



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PG 61

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BK 4L6 PG 61



## **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 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 1<sup>st</sup> 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 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>	<b>Tax Zone 2</b>		
		<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-1"

SAMPLE BALLOT:

OFFICIAL BALLOT – MARK CROSS (+)  
ON BALLOT WITH PEN OR PENCIL

---

SAMPLE BALLOT

COMBINED SPECIAL TAX AND BOND ELECTION OF  
COMMUNITY FACILITIES DISTRICT NO. 19  
OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT

IMPROVEMENT AREA NO. 1

June 12, 2017

To vote, mark a cross (+) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the Election Official of the Sweetwater Union High School District and obtain another.

---

PROPOSITION 19-1-A:

Shall Community Facilities District No. 19 ("CFD No. 19") of the Sweetwater Union High School District ("School District") be authorized, on behalf of Improvement Area No. 1, to finance the cost of public school facilities, as described in Resolution No. 4506 of the School District, by incurring bonded indebtedness in a maximum amount of \$20,000,000 on behalf of Improvement Area No. 1, and shall CFD No. 19 be authorized to levy special taxes on an annual basis, as shall be applicable, on property within Improvement Area No. 1 of CFD No. 19, as set forth in Resolution Nos. 4506 and 4507, to pay for public school facilities and to pay for bonded indebtedness authorized under this Proposition; and for each year, commencing with fiscal year 2016-2017, shall an appropriations limit, as defined by Section 8(b) of Article XIII B of the California Constitution, be established for Improvement Area No. 1 of CFD No. 19 in an amount equal to \$20,000,000, as periodically adjusted pursuant to applicable State law?

YES	
NO	

---

THIS BALLOT HAS A VALUE OF SAMPLE BALLOT VOTES

EXHIBIT "D-2"

SAMPLE BALLOT:

OFFICIAL BALLOT – MARK CROSS (+)  
ON BALLOT WITH PEN OR PENCIL

---

SAMPLE BALLOT

COMBINED SPECIAL TAX AND BOND ELECTION OF  
COMMUNITY FACILITIES DISTRICT NO. 19  
OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT

IMPROVEMENT AREA NO. 2

June 12, 2017

To vote, mark a cross (+) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the Election Official of the Sweetwater Union High School District and obtain another.

---

PROPOSITION 19-2-A:

Shall Community Facilities District No. 19 ("CFD No. 19") of the Sweetwater Union High School District ("School District") be authorized, on behalf of Improvement Area No. 2, to finance the cost of public school facilities, as described in Resolution No. 4506 of the School District, by incurring bonded indebtedness in a maximum amount of \$110,000,000 on behalf of Improvement Area No. 2, and shall CFD No. 19 be authorized to levy special taxes on an annual basis, as shall be applicable, on property within Improvement Area No. 2 of CFD No. 19, as set forth in Resolution Nos. 4506 and 4507, to pay for public school facilities and to pay for bonded indebtedness authorized under this Proposition; and for each year, commencing with fiscal year 2016-2017, shall an appropriations limit, as defined by Section 8(b) of Article XIII B of the California Constitution, be established for Improvement Area No. 2 of CFD No. 19 in an amount equal to \$110,000,000, as periodically adjusted pursuant to applicable State law?

YES	
NO	

---

THIS BALLOT HAS A VALUE OF SAMPLE BALLOT VOTES

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

**RESOLUTION NO. 4507**

**RESOLUTION OF THE BOARD OF TRUSTEES OF )  
THE SWEETWATER UNION HIGH SCHOOL )  
DISTRICT, ACTING AS THE LEGISLATIVE BODY OF )  
COMMUNITY FACILITIES DISTRICT NO. 19 OF THE )  
SWEETWATER UNION HIGH SCHOOL DISTRICT )  
AND THE IMPROVEMENT AREAS THEREOF, )  
DETERMINING THE NECESSITY TO INCUR )  
BONDED INDEBTEDNESS IN AN AMOUNT NOT TO )  
EXCEED ONE HUNDRED THIRTY MILLION )  
DOLLARS (\$130,000,000) WITHIN COMMUNITY )  
FACILITIES DISTRICT NO. 19 OF THE )  
SWEETWATER UNION HIGH SCHOOL DISTRICT )  
AND THE IMPROVEMENT AREAS THEREOF )**

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 California law; and

WHEREAS, on May 8, 2017, the Board of Trustees ("Board") of the District 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"); and

WHEREAS, on May 8, 2017, the Board also adopted Resolution No. 4501 stating its intention to incur bonded indebtedness in an amount not to exceed One Hundred Thirty Million Dollars (\$130,000,000) within proposed CFD No. 19, on behalf of the Improvement Areas, as set forth below in Table 1 in Section 2 of this Resolution, for the purposes of financing public facilities to serve the area within CFD No. 19 and the Improvement Areas; and

WHEREAS, on June 12, 2017, the Board conducted and completed a noticed hearing, as required by the Mello-Roos Act, on the formation of CFD No. 19 and the Improvement Areas thereof, the Rate and Method of Apportionment of the Special Taxes to be levied within each of the respective Improvement Areas of CFD No. 19 (each an "RMA") to pay the principal and interest on the proposed indebtedness and to pay other obligations of the Improvement Areas of CFD No. 19, all as set forth in Resolution No. 4506, adopted by the Board after the public hearing; and

WHEREAS; during the public hearing, all persons desiring to be heard on all matters pertaining to the formation of CFD No. 19 and the Improvement Areas thereof were heard and a full and fair hearing was held and completed; and

WHEREAS, the Board, subsequent to such hearing, adopted Resolution No. 4506, establishing CFD No. 19 and each of the Improvement Areas thereof; and

WHEREAS, on June 12, 2017, the Board conducted and completed a noticed hearing as required by the Mello-Roos Act relative to the necessity for authorizing bonded indebtedness of CFD No. 19 and the Improvement Areas thereof, the purposes for which the bonds are issued, the amount of the proposed debt authorized for each Improvement Area, the maximum term of the bonds, and the maximum annual rate of interest to be paid thereon.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 19, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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 in the aggregate principal amount not-to-exceed One Hundred Thirty Million Dollars (\$130,000,000) within CFD No. 19, which bonded indebtedness is 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 bonded indebtedness is incurred for the purpose of financing the public facilities and for all other relative financing costs and expenses as described in Resolution No. 4506 ("Public Facilities"), which Public Facilities are necessary to carry out the powers and purposes of CFD No. 19 and the Improvement Areas thereof, including, but not by way of limitation, the costs of selling bonds to finance the Public Facilities. The Board hereby further determines that the Public Facilities to be financed through CFD No. 19 and the Improvement Areas thereof are necessary to meet increased demands on the District as a result of development occurring, or to occur, within CFD No. 19 and the Improvement Areas thereof.

Section 4. All of the property within the Improvement Areas of CFD No. 19 not otherwise exempt from the levy of the special taxes pursuant to the RMA for each Improvement Area shall pay for the related bonded indebtedness. The amount of the bonded indebtedness that may be incurred for each Improvement Area of CFD No. 19 is described in Table 1, above.

Section 5. The Bonds shall bear interest at a rate or rates established at such times as the Bonds are sold in one or more series at fixed or variable interest rates, not to exceed any applicable statutory rate for such Bonds, payable semiannually, the rate or rates and times of payment to be determined at the time or times of sale thereof. The maximum term of the bonds issued by CFD No. 19 shall not exceed forty (40) years.

Section 6. The Board hereby calls and orders a combined Community Facilities District Election ("Election") to be held on June 12, 2017, for each Improvement Area. Such Election is to include a proposition on the authorization to incur bonded indebtedness in an amount not-to-exceed the respective aggregate

principal amounts set forth in Table 1 for the Public Facilities and related issuance costs and expenses.

The Board, acting as the Legislative Body of CFD No. 19, hereby finds, determines, and directs as follows with respect to the Election:

- (a) This Resolution shall constitute the order for such Election. Except as otherwise provided for herein, the provisions, conditions, findings, and determinations of Resolution No. 4506 concerning the special election ordered, and called therein, are incorporated herein by this reference and shall apply to the Election.
- (b) Pursuant to the documents furnished to the Board, the Board hereby determines that there are less than twelve (12) registered voters within each Improvement Area of CFD No. 19 and therefore orders that each Election for each Improvement Area shall be a landowner voter election with each landowner having one (1) vote per acre of land, or portion thereof, which they own within the respective Improvement Area of CFD No. 19.
- (c) Pursuant to Section 53353.5 of the Act, each Election shall be consolidated with an election on the proposition to levy the special taxes within the Improvement Areas of CFD No. 19 and establish an appropriations limit for CFD No. 19 as described in Resolution No. 4506.
- (d) Forms of the ballots for each Improvement Area consolidated Election are attached hereto as Exhibit "D-1" (as to Improvement Area No. 1) and "D-2" (as to Improvement Area No. 2) to Resolution No. 4506 and are incorporated herein by this reference.
- (e) As required by California Elections Code Section 9400 through 9404, the election official shall furnish a tax rate statement to the qualified electors within each Improvement Area of CFD No. 19. The District staff and consultants are hereby authorized to assist in the preparation and furnishing of such tax rate statements.
- (f) The Board hereby finds that all of the property owners within each Improvement Area, and not exempt from the levy of such special taxes, are informed and aware of the date of the Election, nature of the Election, and the measure language for the Election. Based thereon, the Board hereby directs that no further notice(s) of the Election need be given and that such directive shall not impair the conduct of such Election, shall not impair the canvass of results thereof, and shall not impair the binding nature of the results thereof.
- (g) It is hereby found and determined by this Board that waivers of the applicable election periods have been provided by all of the landowner voters within each Improvement Area, and it is hereby directed that the Election shall be conducted by either a mailed ballot election or a "walk-in" election as the Election Official (as defined herein) shall determine. The owner of each parcel of property within each Improvement Area as of June 12, 2017, or the designated voting representative or authorized proxy for such person or party,



shall be a qualified voter for this Election. Any landowner voter within each Improvement Area may provide a proxy, or vote through a designated voting representative, as specified through an appropriate power of attorney or written voter designation form. For the purposes of this Election, the boundaries of CFD No. 19 and the Improvement Areas thereof shall constitute a single election precinct.

- (h) The Election shall be held pursuant to the provisions of the Act, the applicable provisions of the Elections Code of the State of California, and all other applicable provisions of law, subject to the proceedings and directives referenced herein.

Section 7. Pursuant to the provisions of Section 53327(b) of the Act, the Board hereby directs that the District's Chief Financial Officer shall be the Election Official ("Election Official") for the Election. The Election Official shall take all actions necessary to conduct the Election as described herein.

Section 8. Pursuant to Government Code Section 53410, the Board, acting as the Legislative Body of CFD No. 19, hereby finds, determines and directs as follows:

- (a) The purpose of the Bonds to be authorized for each Improvement Area pursuant to their respective Election is to finance, refinance or provide funding for the Public Facilities as further described herein and in Resolution No. 4506.
- (b) The Board hereby provides that at the time the Bonds are authorized by the Board for issuance, the Board shall provide, in such issuance resolution or other bond issuance documents, that the proceeds of the Bonds shall be used only for the purposes set forth in Section 8(a), above.
- (c) The Board hereby provides that at the time the Bonds are authorized by the Board for issuance, the Board shall provide in such issuance resolution or other bond issuance documents for the creation of one or more funds or accounts (which may include subaccounts) into which the proceeds of the Bonds, or each series of Bonds as the case may be, shall be deposited. The Bonds may be issued in one or more series and the provisions and restrictions of this Section 8 shall apply to each such series of the Bonds.
- (d) The District's Chief Financial Officer, Fiscal Support Services, or such other officer(s) as shall be designated by the Superintendent, shall have the responsibility, no less often than annually, to provide to the Board a written report which shall contain at least the following information:
  - (i) The amount of the Bond proceeds received and expended within the identified period of time. If no Bonds have been issued and sold, the report may simply note such situation; and
  - (ii) In the event that Bonds have been issued and sold, and proceeds therefore received, the report shall include the

status of the acquisition, construction or financing of the Public Facilities with the proceeds of such Bonds or series of Bonds.

The report required by this Section 8(d) may be combined with other periodic reports which include the same information, including, but not limited to, periodic reports made to CDIAC, continuing disclosure reports provided in connection with outstanding Bonds and/or the reports required under Section 8(d) of this Resolution.

The requirements of this Section 8(d) shall apply only until all Bonds, or each series of Bonds, are redeemed or defeased, but if the Bonds or any series of Bonds are refunded, such provisions shall apply until all such refunding bonds are redeemed or defeased.

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, on this 12<sup>th</sup> day of June, 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 Resolution No. 4507 of such Board, and that the same has not been rescinded, amended or repealed.

\_\_\_\_\_  
Deanne Vicedo, Clerk

June 12, 2017  
Date

# **SWEETWATER UNION HIGH SCHOOL DISTRICT**

## **RESOLUTION NO. 4508**

**RESOLUTION OF THE BOARD OF )  
TRUSTEES OF THE SWEETWATER UNION )  
HIGH SCHOOL DISTRICT, ACTING AS THE )  
LEGISLATIVE BODY OF COMMUNITY )  
FACILITIES DISTRICT NO. 19, CANVASSING )  
THE RESULTS OF THE ELECTION HELD )  
WITHIN THE IMPROVEMENT AREAS OF )  
COMMUNITY FACILITIES DISTRICT NO. 19 )**

ON THE MOTION of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

WHEREAS, the Sweetwater Union High School District ("District") is a public school district organized and existing pursuant to California law; and

WHEREAS, the Board of Trustees ("Board") of the District previously conducted proceedings pertaining to the formation of Community Facilities District No. 19 of the Sweetwater Union High School District ("CFD No. 19") including the Improvement Areas thereof (each an "Improvement Area" and collectively, the "Improvement Areas"), the authorization of bonded indebtedness in the amount of One Hundred Thirty Million Dollars (\$130,000,000) on behalf of the Improvement Areas, the Rate and Method of Apportionment ("RMA") of Special Taxes ("Special Taxes") for each respective Improvement Area to design, acquire, construct, lease, expand, improve, rehabilitate and/or finance the costs of facilities to be financed through CFD No. 19 and the Improvement Areas thereof, the establishment of an appropriations limit for CFD No. 19, the authorization of bonded indebtedness in an aggregate total amount not to exceed \$130,000,000.00 within CFD No. 19, to pay the principal and interest on bonds, or other debt or securities, issued by or on behalf of CFD No. 19 for the Improvement Areas, and the calling of a combined special election in regard to the foregoing within each Improvement Area; and

WHEREAS, on June 12, 2017, pursuant to the provisions of the Act, the Board conducted the public hearing on the formation of proposed CFD No. 19, the Improvement Areas thereof, and related matters; and

WHEREAS, on June 12, 2017, combined Special Tax and Bond Elections were conducted within the Improvement Areas relative to CFD No. 19 incurring \$130,000,000 of bonded indebtedness ("Bonds") on behalf of the Improvement Areas in the not-to-exceed principal amounts set forth in Table 1 below, the RMAs for each respective Improvement Area, and the establishment of an appropriations limit for each Improvement Area ("Elections"); and

Table 1

Improvement Area No. 1	\$20,000,000
Improvement Area No. 2	\$110,000,000

WHEREAS, at such Elections, the propositions for incurring the bonded indebtedness, the RMA for the respective Improvement Areas, and establishing an appropriations limit for each of the Improvement Areas were approved by the landowner voters within the respective Improvement Areas of CFD No. 19.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 19, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. It is hereby determined that the Elections conducted within the Improvement Areas of CFD No. 19 pursuant to the provisions and directives of Resolution Nos. 4500 and 4501 were duly and validly conducted. A copy of the Certificate of the Election Results is attached hereto as Exhibits "A-1" (as to Improvement Area No. 1) and "A-2" (as to Improvement Area No. 2) and made a part hereof by this reference.

Section 3. The Board, acting as the Legislative Body of CFD No. 19, is authorized to levy the Special Taxes on behalf of the Improvement Areas of CFD No. 19, as specified in Resolution No. 4506, adopted by the Board on June 12, 2017.

Section 4. The Board, acting as the Legislative Body of CFD No. 19, is authorized to incur bonded indebtedness on behalf of the Improvement Areas of CFD No. 19 in the maximum amounts set forth in Table 1 above, and as set forth in Resolution No. 4507, adopted by the Board on June 12, 2017.

Section 5. The Board, acting as the Legislative Body of CFD No. 19, is authorized to establish appropriations limits for the respective Improvement Areas of CFD No. 19, and hereby does so establish such limits in the amount specified in Resolution No. 4506.

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, acting as the Legislative Body of CFD No. 19, County of San Diego, State of California, this 12<sup>th</sup> day of June, 2017, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\*\*\*\*\*

State of California                    )  
  ) ss  
County of San Diego                )

Resolution No. 4508  
June 12, 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 Resolution No. 4508 adopted by such 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 such board.

\_\_\_\_\_  
Deanne Vicedo, Clerk

June 12, 2017  
Date

**EXHIBIT "A-1"**

**COPY OF COMPLETED AND EXECUTED  
CERTIFICATE OF ELECTION RESULTS**

**IMPROVEMENT NO. 1**

I, Karen Michel, Chief Financial Officer of the Sweetwater Union High School District, as the duly appointed Election Official for Improvement Area No. 1 of Community Facilities District No. 19 of the Sweetwater Union High School District ("CFD No. 19"), County of San Diego, State of California, do hereby certify that this is a true and correct Certification of the Votes Cast in the Combined Special Tax and Bond Election held on June 12, 2017. The Combined Special Tax and Bond Election was conducted pursuant to the provisions of California law, the directives of the Board of Education of the Sweetwater Union High School District, acting as the Legislative Body of CFD No. 19, and as authorized by the landowner voters.

I further certify that the results of the election are as follows:

**COMMUNITY FACILITIES DISTRICT NO. 19**  
**IMPROVEMENT AREA NO. 1**

**PROPOSITION**

**TOTAL BALLOTS CAST**

\_\_\_\_\_

**TOTAL VOTES CAST**

**YES**

**NO**

**IN WITNESS WHEREOF**, I have hereunto set my hand this 12<sup>th</sup> day of June, 2017.

**SWEETWATER UNION HIGH SCHOOL  
DISTRICT**

By:

\_\_\_\_\_  
Chief Financial Officer

**EXHIBIT "A-2"**

**COPY OF COMPLETED AND EXECUTED  
CERTIFICATE OF ELECTION RESULTS**

**IMPROVEMENT NO. 2**

I, Karen Michel, Chief Financial Officer of the Sweetwater Union High School District, as the duly appointed Election Official for Improvement Area No. 2 of Community Facilities District No. 19 of the Sweetwater Union High School District ("CFD No. 19"), County of San Diego, State of California, do hereby certify that this is a true and correct Certification of the Votes Cast in the Combined Special Tax and Bond Election held on June 12, 2017. The Combined Special Tax and Bond Election was conducted pursuant to the provisions of California law, the directives of the Board of Education of the Sweetwater Union High School District, acting as the Legislative Body of CFD No. 19, and as authorized by the landowner voters.

I further certify that the results of the election are as follows:

**COMMUNITY FACILITIES DISTRICT NO. 19**  
**IMPROVEMENT AREA NO. 2**

**PROPOSITION**

**TOTAL BALLOTS CAST**

\_\_\_\_\_

**TOTAL VOTES CAST**

**YES**

**NO**

**IN WITNESS WHEREOF**, I have hereunto set my hand this 12<sup>th</sup> day of June, 2017.

**SWEETWATER UNION HIGH SCHOOL  
DISTRICT**

By: \_\_\_\_\_

Chief Financial Officer

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

**ORDINANCE NO. 22**

**ORDINANCE OF COMMUNITY FACILITIES )  
DISTRICT NO. 19 OF THE SWEETWATER )  
UNION HIGH SCHOOL DISTRICT )  
AUTHORIZING THE LEVY OF A SPECIAL TAX )  
WITHIN IMPROVEMENT AREA NOS. 1 AND 2 )  
OF COMMUNITY FACILITIES DISTRICT NO. 19 )**

ON THE MOTION of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

WHEREAS, on May 8, 2017, the Board of Trustees ("Board") of the Sweetwater Union High School District ("District") 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 ("Act"); and

WHEREAS, on June 12, 2017, the Board completed a noticed public hearing, as required by law, relative to the determination to form CFD No. 19, to form the Improvement Areas, the Rate and Method of Apportionment of Special Taxes for each Improvement Area (each a "RMA"), which are attached as Exhibits "A-1" and "A-2" hereto and incorporated herein by this reference, the public facilities to be paid for and/or financed by CFD No. 19 and the Improvement Areas ("Facilities"), the authorization to incur bonded indebtedness within the Improvement Areas, and related matters; and

WHEREAS, the Board, subsequent to said hearing, adopted Resolution No. 4506, which formed CFD No. 19 and the Improvement Areas thereof, authorized the levy of special taxes within each Improvement Area of CFD No. 19 pursuant to the RMA for the respective Improvement Area, and called a special election within each Improvement Area of CFD No. 19 to be held on June 12, 2017, on the proposition to incur bonded indebtedness, levy special taxes, and set an appropriations limit; and

WHEREAS, on June 12, 2017, a special election was held within each Improvement Area of CFD No. 19 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 that respective Improvement Area of CFD No. 19.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SWEETWATER UNION HIGH SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 19, 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 on property within Improvement Area No. 1 of Community Facilities District No. 19 pursuant to the formula set forth in the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 1, attached hereto as Exhibit "A-1" and incorporated herein by this reference, in an amount 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. 19.

- Section 3. By passage of this Ordinance, the Board authorizes the levy of the special taxes on property within Improvement Area No. 2 of Community Facilities District No. 19 pursuant to the formula set forth in the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 2, attached hereto as Exhibit "A-2" and incorporated herein by this reference, in an amount 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. 19.
- Section 4. 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 RMAs.
- Section 5. To the extent provided in each RMA, properties or entities of the state, federal, or other local governments shall be exempt from the above-authorized special taxes within the corresponding Improvement Area of CFD No. 19, 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 an Improvement Area of CFD No. 19 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 corresponding RMA.
- Section 6. 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. 4506, adopted by the Board on June 12, 2017, and the RMAs.
- Section 7. All of the collections of the above-authorized special taxes shall be used as provided for in the Act and in Resolution No. 4506.
- Section 8. 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 9. The San Diego County Treasurer-Tax Collector may deduct reasonable administration costs incurred in collecting the above-authorized special taxes.
- Section 10. 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 collected by an action brought in the superior court to foreclose any lien securing such amount.

Section 11. This Ordinance relating to the levy of the special taxes within CFD No. 19 and the Improvement Areas thereof 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, acting as the Legislative Body of Community Facilities District No. 19, County of San Diego, State of California, this 26th day of June, 2017, by the following vote:

AYES: *Presentation version only.*  
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.

*Presentation version only.*

---

Deanne Vicedo  
Clerk of the Board of Trustees

# **EXHIBIT "A-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 1<sup>st</sup> 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 "A-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>	<b>Tax Zone 2</b>		
		<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.



**June 12, 2017**

**Board Item - F.-1.**

**Issue:**

Adoption of Minutes.

**Superintendent's Recommendation:**

Adoption of Minutes: May 22, 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](mailto:deanne.vicedo@sweetwaterschools.org).

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
📎 05 22 17 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.

May 22, 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 4:30 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 4:32 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 EVALUATION/APPOINTMENT/TRANSFER - Government Code Section 54957
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER - Government Code Section 54957
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Paragraph (2) of Subdivision (d) of Government Code Section 54956.9
6. CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section 54957.6

President Solis called the closed session meeting to order at 4:40 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, Mike Malowney, attorney, Isabel Duarte and student, Jennifer Creighton, legal counsel, Lisa Jensen, joint powers authority, and Ron Lopez.

President Solis adjourned the closed session meeting at 6:01 p.m., and reconvened the public session at 6:17 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 EVALUATION/APPOINTMENT/TRANSFER - Government Code Section 54957
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RECLASSIFICATION/REASSIGNMENT/RESIGNATION/TRANSFER - Government Code Section 54957
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Paragraph (2) of Subdivision (d) of Government Code Section 54956.9
6. CONFERENCE WITH LABOR NEGOTIATOR - Government Code Section 54957.6

President Solis stated that the board took the following action:

Moved by Segura, seconded by Hall, to adopt modified panel findings and adopt panel recommendations for the expulsion of the following student (student identified by ID number): #1069726, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Hall, to adopt modified panel findings and adopt panel recommendations for the expulsion of the following student (student identified by ID number): #1070482, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Pike, seconded by Tarantino, to accept the administrative hearing panel's recommendation to approve the expulsion of the following student (student identified by ID number): #1090193, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Pike, seconded by Tarantino, to accept the administrative hearing panel's recommendation to approve the expulsion of the following student (student identified by ID number): #1090590, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Pike, seconded by Hall, to approve the Settlement Agreement and General Release in Quiroga v. SUHSD, and in settlement of OAH Case No. 2016080950 and 20160908871, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Hall, seconded by Pike, to approve a Side Letter between CSEA and SUHSD regarding modification of work year calendar, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Tarantino, to approve a Side Letter between CSEA and SUHSD regarding PARs Settlement, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Pike, to approve a Side Letter between CSEA Chapter 471 and SUHSD regarding reclassification of licensed mental health clinician, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Pike, to approve a Side Letter between CSEA Chapter 471 and SUHSD regarding new job description for mental health caseworker, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Pike, seconded by Hall, to approve a tentative agreement between SUHSD and the Sweetwater Education Association for a successor agreement for the 2016-2019 school years, with copies of the specific agreement available upon request, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

President Solis announced that the board would be reconvening the closed session meeting after the open session.

## **6. Approve Agenda**

Moved by Segura, seconded by Hall, to approve the May 22, 2017, Regular Board Meeting Agenda, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

## **B. BOARD PRESENTATIONS OR ANNOUNCEMENTS OF AWARDS**

The board recognized district students with perfect attendance.

The board recognized Bonita Vista High, EastLake Middle, Otay Ranch High, and Rancho Del Rey Middle for being named Gold Ribbon Schools.

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**

Nick Marinovich, CBOC Chair, provided a summary of his report to the board.

**D. PUBLIC COMMUNICATION**

- \*D-1. Conduct a public hearing and gather community feedback for the proposed 2017-2018 Local Control Accountability Plan (LCAP).

Dr. Janney gave a report on the LCAP.

A public hearing was heldp. John Alvarado, Xavier Serena, and Isaiah Irizarry addressed this item. The hearing was closed.

- \*D-2. Conduct a public hearing and gather community feedback regarding the Sweetwater Union High School District's Preliminary 2017-2018 Proposed Budget.

Karen Michel gave a report on the proposed budget.

A public hearing was held.

Moved by Segura, seconded by Pike, to limit the time for each speaker to two minutes, with a vote of Hall No; Pike Yes; Segura Yes; Solis Yes; Tarantino No.

Nathaly Diaz, Erica Dibello-Hitta, Rosario Arcos, Sandra Ponce, Yara Miranda, Ely Freedman, Rosa Elena Santos, Cindy Sharp, Annette Otero, Sol Pacheco, Joanne Gibilisko, Xavier Serena, Sandy Miller, Angelica Colin, Adriana Sanchez-Aldana, Michelle Krug, Araceli Perez, Marco Rodriguez, Adriana Median, and Robert Alvarado addressed this item. The hearing was closed.

- \*D-3. Conduct a public hearing regarding the district's intent to submit a waiver on behalf of the MAAC Charter School to the California Department of Education (CDE) waiving the timelines for the February

(Public Communication cont.) (Board Agenda Item \*D-3 cont.)

2017, funding determination for a non-classroom based charter school.

A public hearing was held. Gennifer Markert, Tommy Ramirez, and Jeff Zimmerman addressed this item. The hearing was closed.

President Solis recessed the meeting at 8:53 p.m., and reconvened the meeting at 9:07 p.m.

#### **4. Public Communication on Non-Agenda Items**

The following members of the public addressed the music program at Southwest Middle School: Karina Cuevas, Laura Arana, Desmarie Fuentes, Keith Ballard, Robert Almara, Aranzusa Gutierrez, Alexander Aguirre, and George Cuevas.

Gene Chavira addressed the issue of negotiations.

John Alvarado addressed the issue of the Good Neighbor Project.

Rocina Lizarraga addressed the issue of the Sweetwater High Parent Center.

Rod Sison, Grace Sison, Kaile Sison, Karla Herrera, and Andriminik Rafael-Herrera addressed an issue at Bonita Vista High School.

Michelle Krug addressed the issue of parenting classes.

Ana Cardenas addressed the issue of special education.

#### **E. FORMATION AND APPROVAL OF CONSENT AGENDA**

Motion: Tarantino Second: Pike

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

#### **F. SUPERINTENDENT DISCUSSION ITEMS**

F-1. Adoption of Minutes: May 8, 2017 - Regular Board Meeting;  
May 3, 2017 - Special Board Workshop; and  
May 3, 2017 - Special Closed Session Meeting.

Consent.

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

Consent.

(Superintendent Discussion Items cont.)

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

Consent.

- F-4. Authorize acceptance of grant funding for 7-12 programs.

Consent.

- F-5. Approve closing of Associated Student Body Scholarship/Trust Accounts at Chula Vista High School and transferring the funds to Chula Vista High School Educational Foundation.

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

**G. INSTRUCTIONAL SUPPORT SERVICES DISCUSSION ITEMS**

- G-1. Approve reimbursement for up to 20 parent registrations for the annual Family, Educators, Resources, Integrating HealthCare Enterprises (IHEs), and Agencies (FERIA) conference, to be held during the 2017-2018 school year.

Consent.

- G-2. Authorize staff to enter into an Agreement with San Diego State University Research Foundation (SDSU) for California Mathematics Readiness Challenge Initiative and Sweetwater Union High School District (SUHSD) to design and implement curriculum for the Discrete Mathematics classes for the 2017-2018 school year.

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

- G-3. Report on excursions and field trips.

Consent.

**H. STUDENT SERVICES DISCUSSION ITEMS**

- H-1. Approve/ratify the 2016-2017 Service Agreement between National School Collaborative, a partnership of National School District (NSD) and South Bay Community Services, and the Sweetwater Union High School District (SUHSD) to provide intervention services to students and their families.

Consent.

- H-2. Approve/ratify Service Agreement between Raptor Technologies and the Sweetwater Union High School District for web-based visitor management systems.

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

- H-3. Approve staff submission of a waiver on behalf of the MAAC Charter School to the California Department of Education (CDE) waiving the timelines for the February 2017, funding determination for a non classroom-based charter school.

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 April 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 Quarterly Financial Disclosure Statements for the Mello-Roos Community Facilities Districts.

Consent.

(Fiscal Services Discussion Items cont.)

- K-3. Report on Quarterly Financial Disclosure Statements for the Sweetwater Union High School District.

Consent.

**L. HUMAN RESOURCES DISCUSSION ITEMS**

- L-1. Approve/ratify certificated personnel actions processed by the human resource services division between the dates of April 1, 2017, and April 30, 2017.

Consent.

- L-2. Approve/ratify classified personnel actions processed by the human resource services division between the dates of April 1, 2017, and April 30, 2017.

Consent.

- L-3. Establish a new classification, job description and salary placement for Mental Health Caseworker, and revise the job description of Licensed Mental Health Clinician, and the Salary Schedule for the Office Technical Business Services Unit.

Consent.

- L-4. Approve reclassification of salary placement at Range 57 (from 53) for ASB Accounting Technicians for the Office Technical Business Services Unit, and revise the Salary Schedule to reflect the position.

Consent.

- L-5. Approve request of Certificate of Completion of Staff Development (CCSD) waiver and placement for the 2017-2018 school year for Career Technical Education and Special Subjects teachers providing instruction in grades 7-12, while completing staff development training in Specially Designed Academic Instruction delivered in English (SDAI E) to English learners.

Consent.

(Human Resources Discussion Items cont.)

- \*L-6. Adopt a Declaration of Need for Fully Qualified Educators (DON) and authorize submittal of the Declaration of Need to the California Commission on Teacher Credentialing for the 2017-2018 school year.

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

**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 Pike, 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.

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

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

Consent.

- M-4. Accept Bid #67-2616-JQ and award Contract for Castle Park High School ADA (Americans with Disabilities Act) Bleachers and Restrooms Project to M.A. Stevens Construction, Inc.

Consent.

- M-5. Accept Bid #67-2618-JQ and award Contract for Southwest High School Modular Classroom Building Project to GEM Industrial Electric, Inc.

Consent.

- M-6. Accept Bid #67-2617-JQ and award Contract for Southwest High School ADA (Americans with Disabilities Act) Bleachers and Restrooms Project to Evergreen Construction & Consulting, Inc.

(Planning and Construction Discussion Items cont.) (Board Agenda Item M-6 cont.)

Consent.

- M-7. Accept Bid #67-2614-JQ and award Contract for Castle Park High School Floor Refurbishment and Southwest High School Floor Replacement Project to Geary Floors, Inc.

Consent.

- M-8. Rescind Bid #67-2584-AM - L Street - HVAC Phase II, 680 Suites A, B and F Project in its entirety.

Consent.

- M-9. Amend Proposition 39 Facilities Agreement between the Sweetwater Union High School District and Stephen W. Hawking II Charter School for the 2017-2018 school year, and authorize staff to negotiate and enter into a Lease Agreement for the seven existing, currently used relocatable classrooms and the addition of three relocatable classrooms for Stephen W. Hawking II Charter School for the 2017-2018 school year.

Moved by Tarantino, 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 April 1, 2017, through April 30, 2017, and purchase order adjustments for the period April 1, 2017, through April 30, 2017.

Consent.

- N-2. Ratify confirmation received orders for the period of April 1, 2017, through April 30, 2017.

Consent.

(Purchasing Discussion Items cont.)

- N-3. Accept Request for Proposal (RFP) and award Contract No. 67-2613-SG for the preparation and delivery of pizza as required by the nutrition services department, during the period July 1, 2017, through June 30, 2018, to So-Cal Dominoids, Inc., dba Domino's Pizza.

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

- N-4. Accept Request for Proposal (RFP) and award Contract No. 67-2615-SG for opportunity and special buy food products, as required by the nutrition services department, during the period July 1, 2017, through June 30, 2018, with the option to renew for two additional one year terms, to Global Foods, as determined by the evaluation committee.

Consent.

**O. OPERATIONS / OTHER BUSINESS DISCUSSION ITEMS**

None.

**P. POLICY REVIEW**

- P-1. Approve revised Board Policy 3100, Budget Criteria and Standards.

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

- P-2. Approve revised Board Policy 5141.52, Suicide Prevention.

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

**Q. RESOLUTIONS**

- \*Q-1. Adopt Resolution No. 4504, for Board Member Compensation for Nonattendance at a Regular Board Meeting.

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



(Resolutions cont.)

Q-2. Adopt Resolution No. 4505, In Support of  
Funding for Children with Disabilities.

Consent.

**R. MELLO-ROOS DISCUSSION ITEMS**

None.

**S. BOARD COMMUNICATION**

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

Xavier Serena, student board representative, stated that he is working with Qualcomm on a pathway for high school students to be STEM education mentors. He stated that Qualcomm would provide training and employment for students, and this would encourage students to study STEM. He stated that he hopes to bring this to the district in the near future.

Nicholas Segura thanked the staff and counselors at Castle Park High School for helping his son. He stated that his daughter is graduating from Castle Park Middle and she is an ace student. He stated that his oldest child just returned from Humboldt State where she has straight A's.

Frank A. Tarantino thanked Dr. Aguirre and his team along with Jose Brosz, Dean Nafarrete, and the team at Otay Ranch High School for their work in opening the school to the Red Cross as an emergency shelter for evacuees of the Gate Fire. He stated that there were about 20 residents who used the site, and he appreciated everyone stepping up to help. He stated that he attended the Senior Showcase at Olympian High School, and that it is a school-wide project for the seniors where every discipline on campus participates to read a book to showcase their discipline. He stated that this year's topic was human trafficking and next year's topic is animal abuse. He stated that he attended the Montgomery Adult School parenting class graduation and he thanked Dotty Giffen for putting on this event for the kids. He stated that he attended the Chula Vista Adult School Awards Assembly and commended Mr. Braddock on a great job. He thanked Amy Illingworth and her team for the Aspiring Administrators graduation ceremony.

Kevin J. Pike stated that it was a busy week last week. He stated that he attended the Employee Recognition at Otay Ranch High School and thanked Manny Rubio and his team for a great event. He stated that he attended the Aspiring Administrators Awards, the Adult School Awards ceremony, and the teacher meeting at Montgomery High School. He stated that everything is going good in the district.

Paula Hall stated that many district sports teams were having great seasons. She stated that she attended the Montgomery Middle School Arts Awards ceremony and it was a great event. She stated that she has attended events at Southwest Middle School and Mar Vista Academy as well.

Arturo Solis stated that the district has excellent teachers and staff and he thanked all of them for the great work. He stated that he is looking forward to the graduation ceremonies. He stated that he was invited to the Sweetwater High School Baile Mother's Day events. He stated that he attended a Civics class and they presented many issues in common with the board, and the students did a great job. He stated that the Employee Recognition was a great event.

President Solis adjourned the meeting at 11:26 p.m. to convene closed session to discuss the closed session items as posted on the meeting notice for this meeting.

President Solis called the closed session meeting to order at 11:32 p.m.

Board members present were Paula Hall, Kevin J. Pike, Nicholas Segura, and Frank A. Tarantino. Also present were Karen Janney, Jennifer Carbuccia, general counsel, Ricardo Cooke, Maria Jaramillo, Karen Hernandez, and Tom Glover.

President Solis adjourned the closed session meeting at 12:23 a.m. and reconvened the public session at 12:25 a.m.

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

President Solis stated that the board met in closed session to discuss the items posted on the meeting notice.

President Solis stated that the board took the following action:

Moved by Hall, seconded by Pike, to approve the appointment of Ricardo Cooke, as Principal, EastLake Middle School, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Hall, seconded by Pike, to approve the appointment of Maria Jaramillo, as Principal, Mar Vista Academy, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Hall, seconded by Pike, to approve the appointment of Karen Hernandez, as Principal, Palomar High School, with a vote of Hall Yes; Pike Yes; Segura Yes; Solis Yes; Tarantino Yes.

Moved by Segura, seconded by Pike, 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.

Moved by Segura, seconded by Pike, 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.

Moved by Segura, seconded by Pike, 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.

**T. ADJOURNMENT**

The meeting was adjourned at 12:27 a.m.

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CERTIFICATED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Employment**

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date</u>
LANGRIDGE	Bret	Teacher	SPS	.6	12/01/2016
WAGNER	Bryan J.	Teacher	SUH	.8	04/28/2017

**Change of Assignment/FTE**

<u>Last Name</u>	<u>First Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date(s)</u>
ARCIAGA	Robert T.	Teacher, (.6 FTE), Resource Teacher, (.4 FTE), MVH	Teacher, (.4 FTE), Resource Teacher, (.6 FTE), MVH	01/11/2017
BROWN	Liam R.	Teacher, (.6 FTE), SUH	Teacher, (.8 FTE), SUH	01/24/2017
DOTSON	Michael J.	Teacher, (.4 FTE), Resource Teacher, (.6 FTE), MVH	Teacher, (.2 FTE), Resource Teacher, (.8 FTE), MVH	02/09/2017
GRANILLO	Maria T.	Teacher, Adult, (.4741 FTE), SYA	Teacher, Adult, (.4963 FTE), SYA	05/02/2017 - 06/30/2017
MCNAMEE	Ramona S.	Teacher, (1.0 FTE), ELM	Teacher, (.8 FTE), ELM	04/04/2017
MINAUDO	Mary A.	Teacher, (1.0 FTE), HTM	Teacher, (.8 FTE), Resource Teacher, (.2 FTE), HTM	10/10/2016
PRECIADO	Guillermo A.	Teacher, (1.0 FTE), MVH	Teacher, (.8 FTE), Resource Teacher, (.2 FTE), MVH	01/23/2017
ROSENHEIM	Randy T.	Teacher, (1.0 FTE), MVH	Teacher, (.8 FTE), Resource Teacher, (.2 FTE), MVH	01/23/2017
SHELTON	Christopher I.	Teacher, (1.0 FTE), MOM	Teacher, (.8 FTE), Resource Teacher, (.2 FTE), MOM	07/18/2016
SILVAS	Samantha R.	Teacher, (1.0 FTE), SUH	Teacher, (.8 FTE), Resource Teacher, (.2 FTE), SUH	01/10/2017

**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>
ARREOLA	Daniel	Teacher	RDM	Temp.	Prob.	07/18/2016
BARRA	Katherine J.	Teacher, Adult	NCA/ SYA	Temp.	Perm.	07/25/2015

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CERTIFICATED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Employment – Temporary**

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date(s)</u>
GOMEZ	Maria A.	Counselor	CPM	1.0	01/17/2017 - 06/02/2017
GRANILLO	Maria T.	Teacher, Adult	SYA	.4741	01/30/2017 - 06/01/2017
MOLINA	Cecilia	Teacher, Adult	NCA	.8889	04/04/2017 - 06/01/2017

**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>
GONZALES	Audrey L.	Adult Teacher	SYA	.8889	05/08/2017 - 05/18/2017

**Separations/Resignations/Retirements**

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>FTE</u>	<u>Effective Date</u>
ALBA	Irma V.	Teacher	ELH	1.0	04/05/2017
AZAR	Douglass	Teacher, ROP	ORH	.4444	07/14/2017
CHANG-LEE	Maria V.	Teacher	CVH	1.0	06/02/2017
CRUZ	Stephanie L.	Counselor	SOH	1.0	03/15/2017
*FERGUSON	Paul R.	Teacher	ELM	1.0	06/02/2017
GURFINKIEL	Myrna	Teacher	ORH	1.0	06/03/2017
HESS	Myranda S.	Teacher	HTH	1.0	03/15/2017
HOUSE	William P.	Librarian	CVH	1.0	06/02/2017
LEYBA	Ramon	Director	E&C	1.0	06/30/2017
MARIN	Christina A.	Teacher	ELH	1.0	06/30/2017
MORALES	Maria	Teacher	MOH	1.0	06/03/2017
O'NEILL	Arlene	Speech Therapist	SPS	.6	06/02/2017

\*Update to previously reported item.

**Substitutes**

**Employment**

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Effective Date(s)</u>
AZHOCAR	Daniel	Sub. Teacher 7-12	04/07/2017
GUILLEN	Carlos	Sub. Teacher 7-12	04/25/2017
JONES	Aaron	Sub. Teacher 7-12	04/25/2017
MARRON	Huitzilopochtli	Sub. Teacher 7-12	04/25/2017
MEDINA JR.	Abel	Sub. Teacher 7-12	04/07/2017
NAVA	Sophia	Sub. Teacher 7-12	04/10/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CERTIFICATED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Employment (Continued)**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective Date(s)</u></b>
NAVARRO	Kimberly	Sub. Teacher 7-12	04/25/2017
NOVICK	Rebecca	Sub. Teacher 7-12	04/06/2017
POPA	Cynthia	Sub. Teacher 7-12	04/27/2017
REDLITZ	Heidi	Sub. Teacher 7-12	04/25/2017
REYES	Melanie	Sub. Teacher 7-12	04/11/2017
RUBIO	Estefany	Sub. Teacher 7-12	04/11/2017
SAKELL	Michael	Sub. Teacher 7-12	04/07/2017
SHERMAN	Jerome	Sub. Teacher 7-12	04/06/2017
URDAZ	Gabriela	Sub. Teacher 7-12	04/06/2017
VASQUEZ	Gonsalo	Sub. Teacher 7-12	04/11/2017
VOGEL	Spencer	Sub. Teacher 7-12	04/20/2017

**Separations**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective Date</u></b>
ADLER	Michele	Sub. Teacher 7-12	03/31/2017
QUINTANA	Cynthia	Sub. Teacher 7-12	04/17/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CLASSIFIED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Employment**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Site</u></b>	<b><u>Hrs/wk</u></b>	<b><u>Effective Date</u></b>
ALVAREZ	Javier	Locker Room Attendant	BVH	40	03/17/2017
BUBIAN	Yizza	Testing Asst. Bil.	MVH	32.5	05/01/2017
CASTRO	Guillermo	Inst. Asst. Bil.	SUH	30	04/18/2017
CRIOLLOS	Victor	Custodian	MOA	40	04/27/2017
HEMPSTEAD	Pennalophy	Credentials Spec.	HUR	40	05/15/2017
MCNAIR	Myisha	Licensed Mental Health Clinician	E&C	40	04/24/2017
ORTEGA	Georgina	Sr. Office Asst.	MOM	40	04/03/2017
SIMMONS	Ana	Community Rel. Fac.	S&F	40	04/19/2017
ZAMORANO	Bruno	Custodian	NCM	40	04/25/2017
ZAVALZA	Yesenia	Licensed Mental Health Clinician	SPS	40	05/01/2017

**Change of Assignment/Hours**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Effective Date(s)</u></b>
CARDENAS	Maria P.	Inst. Asst. Spec. Ed., MOM, 30 hrs/wk, 206 workdays	Office Asst. I, MOM, 40 hrs/wk, 221 workdays	04/03/2017
CASTANEDA	Guadalupe	Nutrition Serv. Asst. I, CVM, 17.50 hrs/wk, 207 workdays	Nutrition Serv. Asst. I, SUH, 17.50 hrs/wk, 207 workdays	04/03/2017
DEVELA	Arielle	Inst. HC Asst., ORH, 37.50 hrs/wk, 206 workdays	Inst. HC Asst., ORH, 35.50 hrs/wk, 206 workdays	01/31/2017 - 05/24/2017
FORD	Belia	Student Prog. Facil., SYH, 40 hrs/wk, 206 workdays	Student Attendance & Welfare Tech., STS, 40 hrs/wk, 261 workdays	04/17/2017
KEERAN	Colleen	Payroll Tech. I, PAY, 40 hrs/wk, 261 workdays	Sr. Admin. Asst., PLA, 40 hrs/wk, 261 workdays	05/03/2017
MCCAUGHEY	Lisa	Nutrition Serv. Asst. II, CVH, 35 hrs/wk, 207 workdays	Nutrition Serv. Sup., HTH, 40 hrs/wk, 216 workdays	04/19/2017
PRECIADO	Francisco	Custodian, ORH, 40 hrs/wk, 261 workdays	Locker Room Attendant, ORH, 40 hrs/wk, 261 workdays	04/11/2017
SANCHEZ	Eva	Testing Asst. Bil., SOH, 40 hrs/wk, 206 workdays	Student Prog. Fac., HTH, 40 hrs/wk, 206 workdays	04/03/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CLASSIFIED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Employment - Temporary**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Site</u></b>	<b><u>Hrs/wk</u></b>	<b><u>Effective Date(s)</u></b>
ALEMANIA	Noah	Coach, Volleyball	BVH		04/05/2017 - 05/27/2017
CARRILLO CONTRERAS	Rodolfo	Student Worker	SPS	20	04/10/2017 - 06/30/2017
CASTRO	Yanelle	Avid Program Asst.	SYH	19	01/02/2017 - 06/30/2017
COYLE	James	Coach, Baseball	ELH		04/07/2017 - 06/07/2017
DONALDSON	Krysta	Coach, Lacrosse	BVH		03/28/2017 - 05/13/2017
FINAU	Fiana	Coach, Softball	HTH		04/04/2017 - 05/27/2017
FISCHBEIN	Jason	Coach, Baseball	ELH		04/20/2017 - 06/07/2017
HALTER	Alec	Coach, Track & Field	CVH		04/17/2017 - 06/03/2017
HERNANDEZ	Marlene	Student Worker	SPS	20	04/10/2017 - 06/30/2017
JARAMILLO	Ceydy I.	Student Worker	VAP	20	05/22/2017 - 06/30/2017
JIMENEZ GIL	Diana V.	Avid Program Asst.	ORH	19	04/10/2017 - 06/01/2017
JOHNSON	Demetrius	Coach, Football	CPH		08/01/2017 - 12/15/2017
KELLY	Douglas	Avid Program Asst.	MOH/MOM	20	03/01/2017 - 06/30/2017
LECHUGA	Shelsy	Avid Program Asst.	ORH	19	04/10/2017 - 06/01/2017
LEWANDOWSKI	Veronica	Coach, Softball	CPH		04/21/2017 - 05/27/2017
LOPEZ	Kemberly	Avid Program Asst.	SOM	19	04/10/2017 - 06/02/2017



**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CLASSIFIED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Employment – Temporary (Continued)**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Site</u></b>	<b><u>Hrs/wk</u></b>	<b><u>Effective Date(s)</u></b>
MAGALLANES	Alexis	Avid Program Asst.	CVH	20	03/06/2017 - 06/02/2017
MASON	Cameron	Coach, Track & Field	CVH		04/11/2017 - 06/03/2017
MAY	Enrique A.	Student Worker	VAP	10	05/22/2017 - 06/30/2017
MILLAN	Jorge	Coach, Baseball	BVH		04/05/2017 - 06/07/2017
MORENO CERVANTES	Carolina	Coach, Swim & Dive	SUH		04/04/2017 - 05/20/2017
NAVA	Paul	Coach, Softball	ELH		04/03/2017 - 05/27/2017
OROZCO	Maria	Coach, Colorguard	CPH		04/27/2017 - 06/30/2017
PENA REGALADO	Maria D.	Avid Program Asst.	MOA	20	04/06/2017 - 06/01/2017
RIVERA	Karen	Student Worker	VAP	20	05/22/2017 - 06/30/2017
SALINAS	Salvador	Coach, Track & Field	OLH		04/04/2017 - 06/03/2017
TORRES	Alexandra	Avid Program Asst.	MVA	19	04/03/2017 - 06/02/2017
VELASQUEZ	Amanda R.	Avid Program Asst.	CVH	19	04/13/2017 - 06/02/2017

**Leave of Absence**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Site</u></b>	<b><u>Hrs/wk</u></b>	<b><u>Effective Date(s)</u></b>
BUENO	Yllian	Inst. Asst. Spec. Ed.	CPH	30	04/10/2017 - 04/27/2017
MARISCAL	Silverio	Custodian	BVM	40	04/15/2017 - 05/10/2017
MARTINEZ LOPEZ	Elizabeth	Inst. HC Asst.	HTM	37.50	04/04/2017 - 06/02/2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CLASSIFIED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Leave of Absence (Continued)**

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Hrs/wk</u>	<u>Effective Date(s)</u>
PEREZ	Vanessa J.	Sr. Admin. Asst.	RSK	40	05/02/2017 - 06/30/2017
TELLEZ	Judith	Office Asst. II	ALT	40	04/20/2017 - 04/30/2017

**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>
MORENO	Jessica	Admin. Asst.	OSS	40	04/14/2017

**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>
ACOSTA	Sara	Office Asst. II	CPM	40	05/12/2017
BETANCOURT	Jazzel A.	Avid Program Asst.	CVH	19	04/18/2017
BURCIAGA	Melissa	Avid Program Asst.	SUH	19	12/31/2016
CAMACHO	Celia	Nutrition Serv. Asst. I	MOH	17.50	04/21/2017
CHUN	Alexander J.	Avid Program Asst.	CVH	19	04/18/2017
COBIAN	Maria	Nutrition Serv. Asst. I	MVH	35	04/20/2017
HERKERT	Mitchell M.	Avid Program Asst.	PAH	19	04/18/2017
*LEE	Kyeong	Inst. Asst. Bil.	BVH	20	09/05/2017
OCHOA TINOCO	Valeria V.	Avid Program Asst.	ORH	19	04/06/2017
PEMBERTON	Rachael	Transp. Attendant	TRA	32.50	03/28/2017
RAMIREZ	Jose C.	Avid Program Asst.	MVH	19	04/18/2017
RAMIREZ	Teresa A.	Nutrition Serv. Asst. II	MOM	35	06/02/2017
RODRIGUEZ	Grace	Library Media Tech.	CVH	40	06/09/2017
SANCHEZ	Christopher	Avid Program Asst.	MOM	19	10/31/2016
TALAMAYAN	Kathleen J.	Avid Program Asst.	CVH	19	04/18/2017
TRUXAL	Robert	Gardener	HTM	40	05/15/2017
VALDEZ	Gloria	Library Media Tech.	BVM	40	04/03/2017

\*Correction to previously reported item.

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
CLASSIFIED PERSONNEL RECOMMENDATIONS  
April 1, 2017 - April 30, 2017**

**Substitutes**

**Employment**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective Date(s)</u></b>
BENITEZ	Edgar	Custodian	04/11/2017
CORONA-MORALES	Patricia	Nutrition Serv.	04/17/2017
FERNANDEZ	Alfredo	Custodian	04/25/2017
GEORGE	Jacqueline	Nutrition Serv.	04/17/2017
HALL	Malia	Clerk	04/13/2017
HERNANDEZ	Eustolia	Nutrition Serv.	04/20/2017
JARAMILLO	Julia	Nutrition Serv.	04/17/2017
JEFFERSON	Aaron	Campus Asst.	04/25/2017
LIN	Peter	Nutrition Serv.	04/20/2017
OSUNA	Leticia	Nutrition Serv.	04/17/2017
PONCE	Linette	Inst. Asst. Spec. Ed	04/11/2017
RAMOS	Maria	Nutrition Serv.	04/11/2017
REYES	Joselin	Nutrition Serv.	04/11/2017

**Separations**

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective Date</u></b>
LOPEZ	Franco	Campus Asst.	04/04/2017



**June 12, 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**

<b>Meeting Date</b>	<b>Subject</b>	<b>Reports</b>
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)**

TBD		
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**DISTRICT PARENT ADVISORY COUNCIL (DPAC) MEETINGS**

TBD		
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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**

None		
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For questions regarding this board item, please contact Deanne Vicedo at 619/585-4405 or [deanne.vicedo@sweetwaterschools.org](mailto:deanne.vicedo@sweetwaterschools.org).

Fiscal Impact:

None.



**June 12, 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](mailto:deanne.vicedo@sweetwaterschools.org).

Fiscal Impact:

None.



**June 12, 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, eighty-two percent of the expenditures are annual. Eighteen 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**  
June 12, 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
<b>SUPERINTENDENT (JANNEY)</b>													
None													
<b>FACILITIES AND OPERATIONS (AGUIRRE)</b>													
None													
<b>DIVISION OF FISCAL SERVICES (MICHEL)</b>													
None													
<b>EQUITY, CULTURE &amp; SUPPORT SERVICES (FULCHER)</b>													
First Aid Services of San Diego, Inc. (Sonia Picos)	Dr. Fulcher		x					\$2,300	\$2,300	Annual	2	05/30/17	06/02/17
<b>TEACHING &amp; LEARNING (ALVAREZ)</b>													
Alarcon, Lourdes (dba Diga-Lo) Special Serv	Alvarez				x			\$3,000	\$3,000	Annual	3	07/01/17	06/30/18
Drysdale, Marcene VAPA	Alvarez		x					\$500	\$500	One Time	4	06/19/17	07/29/17
Schroeder, Barbara VAPA	Alvarez		x					\$652	\$652	One Time	5	06/26/17	06/30/17
<b>LEADERSHIP DEV. &amp; SYSTEMS INNOVATION (CARBERRY)</b>													
None													
<b>GRANTS / COMMUNICATIONS (RUBIO)</b>													
None													
<b>HUMAN RESOURCES (GLOVER)</b>													
None													

Total Categorical Expenditures	\$0	\$22,450
Total General Fund Expenditures	\$3,452	\$29,597
Total Grant Expenditures	\$0	\$29,680
Total Special Education Expenditures	\$3,000	\$3,000
Total Other Funds Expenditures	\$0	\$13,789
<b>TOTAL EXPENDITURES</b>	<b>\$6,452</b>	<b>\$98,516</b>

Annual Contracts = 82% of Total Expenditures  
One Time Contracts = 18% 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:** Student Supp. Services      **Originator:** Dr. Joe Fulcher

**Name of Consultant:** First Aid Services of San Diego, Inc.

**Category** (For Cabinet Secretary Use Only): Equity, Culture/Supt. Svcs.

**Starting Date of Services:** 5/30/17      **Ending Date:** 6/02/17

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Consultant First Aid Services of San Diego, Inc., provided on-site Emergency Medical Technician services for the 2016-2017 graduation and promotion exercises that were held at Southwestern Community College, scheduled as follows: May 30, 2017, May 31, 2017, June 1, 2017, and June 2, 2017. First Aid Services provided one emergency technician, all medical equipment, supplies as deemed necessary and thorough documentation of medical incidents.

For questions regarding this board item, please contact Joe Fulcher at 619-691-5564 or Joe.Fulcher@sweetwaterschools.org.

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

Consultant First Aid Services of San Diego, Inc., has qualified, certified medical personnel who are required by Southwestern Community College for these events.

**Cabinet Member Responsible:** Dr. Fulcher, Equity/Cult./Supt. Svcs.

**Funding Source (e.g. Title I):** General Fund

**Resource Code:** 0000

**Total Amount:** \$2,300      **Annual** ✓      **One Time**           **(✓ one only)**

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Student Sup Services      **Originator:** Ron Lopez

**Name of Consultant:** Lourdes Alarcon, dba Diga-Lo

**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):**

The district has parents/guardians of students attending non-public schools or residing in residential treatment centers outside district boundaries that require Spanish translation services not available from district staff. Consultant Lourdes Alarcon, dba Diga-Lo, is a Spanish language interpreter available to provide such services to students in locations in the City of San Diego and further north. Services will include interpreting for intake and IEP meetings, counseling sessions, and other IEP-related meetings as needed for the 2017-2018 school year.

The hiring of this consultant falls under the auspices of Resolution No. 2504, which states the department of special services may 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. The cost of this consultant is funded under the approved contracts for certified nonpublic, nonsectarian schools and agency services for students with disabilities who require them according to their IEP's.

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

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

Spanish interpretation is required for meditation meetings and high profile IEP meetings and cannot be provided at all times by district staff. Back-up agency sources are required at times for coverage of these meetings.

**Cabinet Member Responsible:** Ana Maria Alvarez, Teaching/Learning  
**Funding Source (e.g. Title I):** Special Education, Resource Code: 6500

**Total Amount:** \$3,000      **Annual** ☒ **One Time** ☐ (☒ one only)

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** VAPA **Originator:** Jeff Kover

**Name of Consultant:** Marcene Drysdale

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

**Starting Date of Services:** 6/19/17 **Ending Date:** 7/29/17

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Consultant Marcene Drysdale will provide costuming services for the Summer Theatre Institute (STI), to be held at San Ysidro High School. Rehearsals begin June 26, 2017, with production dates of July 26-29, 2017. Consultant Drysdale will design, create, and fit unique and authentic costumes for the 42 actors that will be participating. All costumes that are created with VAPA materials or funds will remain the property of VAPA and be introduced into the existing costume shop. Any costumes that are the property of the individual actors will remain their property.

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

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

The purpose of hiring Consultant Drysdale, who was recommended by the STI Director, is to have a professional costumer who can demonstrate professional techniques and can lend a different perspective and approach to the Institute. The district does not employ costumers as a job description. The level of detail and authenticity is required for the Institute.

**Cabinet Member Responsible:** Ana Maria Alvarez, Teaching/Learning

**Funding Source (e.g. Title I):** VAPA General Fund,

**Resource Code:** 0000

**Total Amount:** \$500 **Annual**      **One Time**   ✓   **(✓ one only)**

BACKUP INFORMATION FOR CONSULTANT AGREEMENTS

Site/Dept: VAPA Originator: Robin Cartwright

Name of Consultant: Barbara Schroeder

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

Starting Date of Services: 6/26/17 Ending Date: 6/30/17

(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)

**Description (nature of services):**

Consultant Barbara Schroeder will work as a Vocal Director for the Sweetwater Summer Theater Institute (STI). Consultant Schroeder will direct and lead Sweetwater District students at all rehearsals scheduled June 26-30, 2017. Performances are scheduled for July 26-29, 2017, to be held at San Ysidro High School.

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

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

Consultant Schroeder is a retired vocal teacher and has worked professionally as an accompanist for many years.

Cabinet Member Responsible: Ana Maria Alvarez, Teaching/Learning

Funding Source (e.g. Title I): VAPA General Fund,

Resource Code: 0000

Total Amount: \$652 Annual      One Time   ✓   (✓ one only)



## *First Aid Services of San Diego, Inc.*

5907 Erlanger Street, San Diego, California 92122 858.457.5273 Fax: 858.457.1641

May 5, 2017

Liz Hernandez  
Senior Administrative Assistant  
Student Support Services/ SUHSD

Dear Liz:

It was a pleasure to receive your request. I am pleased to submit a proposal for our services at your special event. Please call me if you have any questions or concerns.

**EVENT:** Sweetwater Union High School District Graduation Ceremonies  
**Location:** Southwestern Community College

**Date/Time:** Tuesday, May 30 – Wednesday, May 31 – Thursday, June 1 – Friday, June 2  
9:00am – 8:30pm

**First Aid Services will provide:**

ONE (1) EMERGENCY MEDICAL TECHNICIAN, all medical equipment and first aid supplies

**Total Cost: \$2,300.00**

**Client will Provide:** A designated space for first aid with covering, table, and chairs, easy access for emergency vehicles. On-site Contact information.

**Payment:** We will invoice you at the conclusion of the event, noting any additions to our schedule, should they occur. Additions to the schedule will be billed in 15-minute increments.

In accordance with laws governing privacy, all reports of patients seen by our staff during your event will be retained in our office for seven years. You will receive a report after each event summarizing the number of patients seen and the illness or injury treated. Patient Treatment Reports can be made available to you with a signed release from the patient.

If this proposal meets with your approval, please sign below and e-mail or fax it back to us at your earliest convenience. We look forward to working with you.

*Jennifer Dye*

Jennifer Dye  
Marketing Director

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Revised 06/2015

\*Site Contact Ron Lopez

\*Telephone No. (619) 796-7554

**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, 2017/2018, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \* Lourdes Alarcon

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) Interpreting Services

(b) CONSULTANT shall keep DISTRICT'S 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 \* Three Thousand & No/100 dollars, Amount for Travel, Lodging and/or Meals (\$\* \_\_\_\_\_) (Itemized Billing Required) Total Contract Amt. (\$\* 3,000.00).

**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 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**

dba Diga Lolga-Lo

Company/ CONSULTANT's Name  
Lourdes Alarcon

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Federal Identification No.

\_\_\_\_\_  
Marital Status: M \_\_\_\_\_ S \_\_\_\_\_

\_\_\_\_\_  
Birthdate

1164 Nardo Road

\_\_\_\_\_  
Address

City Encinitas State CA Zip 92924

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. Employee Benefits, Hold Harmless and Indemnification.** CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, 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. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents 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 bona fide employee participating under this Agreement, 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.

**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	6500	X	5001	3120	1995	000	391	7361

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

<b>SWEETWATER UNION HIGH SCHOOL DISTRICT</b>  _____ 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 Jeff Kover \*Telephone No. 796-7700

**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 19th day of June, 2016 2017, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Marcene Drysdale

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 design, create, and fit unique and authentic costumes for the SUHSD actors that are participating in the Summer Theater Institute to be held July 26-29, 2017 at SYH.
- (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 \* Five Hundred dollars, Amount for Travel, Lodging and/or Meals (\$\*0.00) (Itemized Billing Required) **Total Contract Amt.** (\$\*500.00)

**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

Marcene Drysdale

\_\_\_\_\_  
Consultant's Name

\_\_\_\_\_  
**Authorized Signature**

2416 Indigo Dr.  
Address

City El Cajon State CA Zip 92019

Telephone: Hm (619) 708 - 6812 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 \*07/29/17. 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	0000	X	1112	2490	1995	000	337	128923

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

<b>SWEETWATER UNION HIGH SCHOOL DISTRICT</b>  _____ 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 Jeff Kover \*Telephone No. 796-7700

**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 \*26th day of \*June, 2016 2017, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \*Barbara Schroeder

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 direct and lead students in all rehearsals participating in the Summer Theater Institute, June 26-30, 2017 at San Ysidro 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 \* Six hundred and fifty two dollars, Amount for Travel, Lodging and/or Meals (\$\*0.00) (Itemized Billing Required) Total Contract Amt. (\$\* 652.00)

**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 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**

\_\_\_\_\_  
Company

Barbara Schroeder

\_\_\_\_\_  
Consultant's Name

\_\_\_\_\_  
**Authorized Signature**

1011 Plaza Ultima  
Address

City Chula Vista State CA Zip 91910

Telephone : Hm ( 619 ) 339 - 3582 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, 2017 . 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	0000	X	1112	2490	1995	000	337	128923

**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>
---	---



**June 12, 2017**

**Board Item - F.-5.**

**Issue:**

Purchase of Microsoft Security Risk Assessment.

**Superintendent's Recommendation:**

Approve the purchase of Microsoft Security Risk Assessment from Microsoft Corporation and authorization for superintendent or designee to sign agreement and related documents.

**Analysis:**

The Microsoft Security Risk Assessment will help gauge the district's infrastructure and operations efficiency. It provides a comprehensive and consolidated view of the district's enterprise infrastructure and security posture. The Microsoft Security Risk Assessment will provide input into an actionable technology roadmap, with specific business and security steps/needs. It will generate data from the district's environment that will be compared to Microsoft's Cybersecurity Infrastructure Optimization Maturity Model. A written report and executive briefing will be provided, outlining key findings and a roadmap that will include tactical and systemic recommendations. The deliverables will also include a remediation roadmap of all high risk areas identified in the district's operations.


The recommendation is to perform an "annual Information Technology Assessment", to clearly identify and understand all risk exposures to security breaches in critical applications and/or operations. This initial assessment will provide a baseline going forward. The assessment will be performed around the August/September timeframe, upon completion of the SESS (Student Education Support System) project.

For questions regarding this board item, please contact David Delacalzada at 619-585-7961 or [david.delacalzada@sweetwaterschools.org](mailto:david.delacalzada@sweetwaterschools.org).

**Fiscal Impact:**

Expenditure of \$61,901, to be paid from the General Fund, Resource Code: 0000.

**ATTACHMENTS:**

Description		Type
	Microsoft Security Risk Assessment Agreement	Backup Material
	Overview	Backup Material

## Microsoft Premier Support Services Description Schedule: Fee and Named Contacts:

(Microsoft Affiliate to complete)

Premier Support Services Description Number


001469135

REN\_001469135

Customer Name: **Sweetwater Union High School District**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>Sweetwater Union High School District</b>	Name <b>Microsoft Corporation</b>
Signature	Signature by: 
Name of person signing (please print) <b>Karen Michel</b>	Name of person signing (please print) <b>Kris Caceres</b>
Title of person signing (please print) <b>Chief Financial Officer</b>	Title of person signing (please print) <b>Solutions Specialist</b>
Date	Date <b>5/18/2017</b>
<b>Term</b>	
This Schedule will commence on <b>7/1/2017</b> (the "Commencement Date") and will expire on <b>6/30/2018</b> (the "Expiration Date").	

**1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

### a. Fee Summary

Country: United States	Price
Standard 0	\$61,901
<b>Total</b>	<b>\$61,901</b>

### b. Services by Support Location

Country : United States (Standard 0)
<ul style="list-style-type: none"> <li>Up to 259 hours for Support Assistance for MSRA*</li> <li>Unlimited User Access to Premier Online Website Included</li> </ul>

\* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s)

## 2. MICROSOFT CONTACT



**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

<b>Microsoft Contact Name: Kris Caceres</b>
Address: Microsoft Corporation <b>Attn: Kris Caceres</b>
Phone: (916) 208-0269
Email: <a href="mailto:krisc@microsoft.com">krisc@microsoft.com</a>
Facsimile:

### 3. CUSTOMER NAMED CONTACTS

Contacts will be carried forward from the previous Term.

# Microsoft Security Risk Assessment (MSRA)



## Assess

### Comprehensive and practical guidance for optimizing your IT security program

*Microsoft Services Security Risk Assessment offering (MSRA) is designed to help determine the security risks in an application and the infrastructure supporting it. Using a formal methodology, the offering helps organizations understand their risk of exposure to security breaches in critical applications and measure their security controls and processes against industry practices, thereby establishing a security baseline from which to measure progress.*

## Overview

There are headlines almost every day about massive loss of data via a hacker, Government or insider. A recent [Microsoft Security Intelligence Report](#) points out that even more data is lost by negligence. All this is happening more rapidly as we move forward into the Cloud. This is why the very first question customers usually and increasingly ask is about security. In today's global business environment, the profile of any large organization includes custom-built, multi-tiered applications accessible on the network, and many times the Internet, powering databases and fueling collaboration. The more complex the environment, however, the greater the security risks to its infrastructure, applications, operations and organizational components. Microsoft Services Security Risk Assessment offering is designed to adapt your security strategy to help reduce risk across the entire enterprise. Specifically, the MSRA provides:

- A proactive approach to security that identifies breakdowns in people, processes, and technologies before they affect operations
- A threat model against a critical application and the infrastructure that supports it
- Clear insight into how the organization compares against industry standard controls
- A remediation roadmap that prioritizes findings into tactical and systemic recommendations that can be acted upon immediately

### Why Perform an MSRA?

As organizations' environments are increasingly complex, validation of configurations, and testing against common vulnerabilities does not always occur for every application. The MSRA examine application architecture and design, the infrastructure, and the operational management process to identify key risk areas related to the application.



# How the Offering Works

**The MSRA Service is delivered by experienced security consultants from Microsoft Services. Each consultant has received required training in performing assessments using Microsoft's tools and methodologies.**

The Microsoft Security Risk Assessment (MSRA) is a two-week engagement that helps to gauge the efficacy of your security strategy by evaluating the implementation of the defense-in-depth concept – layering technical, organizational, and operational controls.

Using on-site, in-person interviews and technical examination, MSRA results in the creation of a roadmap customized for your business. This roadmap takes into account your organization's resources and tolerance for change, and harnesses planned IT upgrades wherever possible. MSRA also captures opportunities for security to contribute to new business areas and reduce the cost of compliance. MSRA is focused on your need to protect important data and systems, mitigate threats, support business priorities, and address ever-evolving attack techniques – while keeping cost under control and minimizing any disruption to the business.

## Key Benefits

- Gain a comprehensive and consolidated view of your existing security programs
- Improve your overall security posture by implementing an actionable roadmap with specific steps to meet your business and security needs
- Enhance your program by working with experienced Microsoft specialists to learn up-to-date policies, practices, and technologies

<b>2 Days</b> Kick-Off Planning	 Review objectives, identify customer focus areas, and schedule on-site interviews
<b>3 Days</b> Data Collection	 Conduct on-site interviews to gather goals, policies, technologies, and practices across your security program(s)
<b>3 Days</b> Analysis	 Analyze interview results and compare against Microsoft Cybersecurity Infrastructure Optimization Maturity Model. Prepare your roadmap based on criticality and impact of the findings.
<b>2 Days</b> Reporting	 Create written report and provide Executive Briefing summarizing findings and roadmap <i>Deliverables – Tailored Security Program Recommendations, Executive Briefing, Roadmap, Plan and Associated Estimate</i>



**June 12, 2017**

**Board Item - F.-6.**

**Issue:**

Management employee wage increase.

**Superintendent's Recommendation:**

Approve/ratify a 3.75 percent wage increase for management employees in the district not covered by collective bargaining agreements or other employment agreements, and increase in work year for assistant principals and school psychologists by three (3) days.

**Analysis:**

During the week of May 22, 2017, the district's negotiations team reached final, comprehensive tentative agreements for three (3) year agreements with both the Sweetwater Education Association (SEA) and the Sweetwater Counseling and Guidance Association (SCGA). The approval of these agreements is up for consideration on this board agenda. These actions follow the board's previous adoption at the December 2016, board meeting of two (2) year successor agreements for all three (3) CSEA units and NAGE, which included the same 3.75 percent wage increase. At the same December 2016, meeting, the board approved that the non-represented Confidential Unit employees also receive the increase. As a result of action to date, all represented employees have received or are scheduled to receive a 3.75 percent wage increase effective January 1, 2017.

Consistent with previous district practice, staff is recommending that all management staff, not represented by independent employment agreements, have their salaries increased by a 3.75 percent wage increase effective January 1, 2017, to align with actions taken for all other employee groups.

Additionally, as part of the bargaining agreement negotiations, most non-twelve month employees have had their work year increased by three (3) days. As such, staff is recommending increasing the assistant principal and school psychologist work year by three (3) work days.

For questions regarding this board item, please contact Jennifer Carbuccia, at 619-407-4940 or [jennifer.carbuccia@sweetwaterschools.org](mailto:jennifer.carbuccia@sweetwaterschools.org).

Fiscal Impact:

Expenditure for the 2016-2017 school year for ratification is \$351,932.00, and for the 2017-2018 school year is \$336,565.00, both to be paid from the General Fund, Resource Code: 0000.



**June 12, 2017**

**Board Item - F.-7.**

**Issue:**

Three (3) year successor contract agreement between the SUHSD and SCGA.

**Superintendent's Recommendation:**

Approve a three (3) year successor contract agreement between the district and the Sweetwater Counseling and Guidance Association/CTA/NEA (SCGA), the exclusive representative of the counselor bargaining unit.

**Analysis:**

On May 23, 2017, the district's negotiations team reached a final, comprehensive tentative agreement with the SCGA bargaining unit. The Sweetwater Counseling and Guidance Association ratified the successor three (3) year agreement (July 1, 2016, through June 30, 2019) on Friday, June 2, 2017.

**SCGA Successor Highlights:**

1. A 3.75 percent salary increase retroactive to January 1, 2017.
2. Reopeners in the second and third year of the contract for wages and benefits, once the 2017-2018 school and state budgets are finalized.
3. Codify the lowering of counselor caseload from 400:1 to 360:1.
4. Added three (3) additional work days to all 7-12 counselor schedules for professional learning and collaboration, which will help cut down on counselors being pulled away from their sites when students are present.
5. Establish a stipend for Head Counselor at Learning Centers.
6. Changed the transfer process to no longer need the lateral list, which required employees each March to notice the district for openings in the next school year. The changes will allow employees and managers to select candidates from truly interested employees.
7. Revised Leave Articles to codify the expansion of legal protections for parental leave and its use.
8. Clarify that Written Assistance Plans related to employee evaluations must be in writing; and clarify when continuances of evaluations can be given by principals.
9. Reopener in second year to continue working on issues related to counselors working outside their duty day during the second year of the agreement.

For questions regarding this board item, please contact Jennifer Carbuccia, at 619-407-4940 or [jennifer.carbuccia@sweetwaterschools.org](mailto:jennifer.carbuccia@sweetwaterschools.org).

Fiscal Impact:

Expenditure for the 2016-2017 school year for ratification is \$288,613.00, and for the 2017-2018 school year is \$277,276.00, both to be paid from the General Fund, Resource Code: 0000.

**ATTACHMENTS:**

Description	Type
📎 2016-2019 SCGA Successor Agreement TA's - SIGNED	Backup Material

**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
May 23, 2017**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 1 as follows:**

**ARTICLE 1**

**AGREEMENT**

1.1 This Agreement is entered into this 12<sup>th</sup> day of June 2017, between the Board of Trustees of the Sweetwater Union High School District of San Diego County, California, hereafter called the "Board," and the Sweetwater Counseling and Guidance Association/CTA/NEA, hereinafter called the "Association."

1.2 The District and the Association agree to a three (3) year term for the ~~2013-2014, 2014-2015, and 2015-2016,~~ **2016-2017, 2017-2018, 2018-2019** school years.

On or before ~~February 1, 2015~~ September 1, 2017 both parties agree to reopen Article 4 – Wages, Article 6 – Health and Welfare Benefits ~~and one additional article of each party's choice.~~


**On or before Sept 1, 2018 both parties agree to reopen Article 4-Wages, Article 6-Health and Welfare and Article 5-Work Day.**

1.3 The exclusive representative for the counselor bargaining unit and the District agree that either party may notify the other in writing prior to May 1 in the year this contract expires of its request to modify, amend, or terminate the Agreement. Upon receipt of written notice, arrangements shall be made pursuant to provisions of the Educational Employment Relations Act (EERA), including the public notice provision for meeting and negotiations to commence.

1.4 "The Act" means Chapter 10.7, sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

1.5 "Member of the Unit" refers to any regular certificated counselor of the District covered by this Agreement.

Association  
District



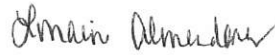


- 1.6 "Board" as used herein is the Board of Trustees of the Sweetwater Union High School District.
- 1.7 "District" means the Sweetwater Union High School District.
- 1.8 "Days" are calendar days, except where otherwise specified.
- 1.9 "Duty Days" are days bargaining unit members are required to be in attendance.
- 1.10 "Exclusive Representative" refers to the Sweetwater Counseling and Guidance Association/CTA/NEA.
- 1.11 "Association" means the Sweetwater Counseling and Guidance Association/CTA/NEA.
- 1.12 "School Year" refers to the yearly period from July 1 to June 30.
- 1.13 "Exchange Time" is defined as hour for hour non-duty time granted to bargaining unit members in exchange for hours worked beyond the regular duty day.
- 1.14 Summer School/Intersession refers to any program for students to recoup credits outside of the regular student day, i.e. summer school classes, credit recovery, intersession, adult school, summer school.

**SCGA:**

  
Caryn Hoffman

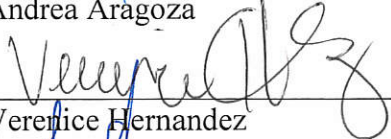
  
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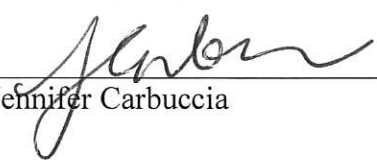
  
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Lian Shoemake

**SUHSD:**

  
Scott Hendries

  
Thomas Glover

  
Jennifer Carbuccia

**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
May 23, 2017**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.


**The Parties Agree to Amend Article 4 as follows:**

**ARTICLE 4**


**WAGES**

- 4.1 Effective January 1, 2017, the salary schedule (Appendix A) and all schedules in Appendix A-2 shall be increased by three point seven five percent (3.75%).**
- 4.2 The stipend for Head Counselor at the high schools will be increased to be equal to the stipend for the Scholarship Counselor.
- 4.3 The stipend for Head Counselor in the junior high/middle schools, Palomar High School and Adult School will be set at 63% of the high school stipend.
- 4.4 The District shall guarantee payment of step and class costs for the term of the contract.
- 4.5 Placement on the appropriate salary schedule and conditions for reclassification are as set forth in Appendix B, which is attached to and incorporated into this Agreement
- 4.6 Unit members assigned to teaching or counseling duties which extend the regular school day shall be paid at one-sixth (1/6) pro rata per diem.
- 4.7 Anniversary increments will be granted automatically.
- 4.8 ~~Any revenue received as a result of the Certificated Staff Performance Act shall be divided equally among all certificated staff who were employed for at least one (1) semester at the site eligible to receive funds.~~


Association  
District



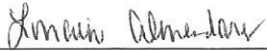
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Caryn Hoffman



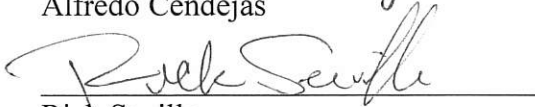
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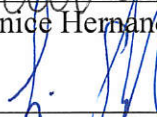
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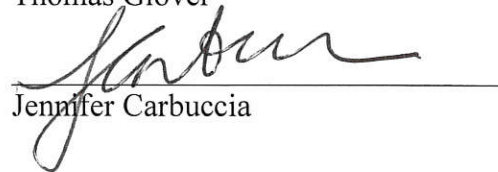
SUHSD:



Scott Hendries



Thomas Glover



Jennifer Carbuccia



**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
May 23, 2017**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 5 as follows:**

**ARTICLE 5**

**WORKDAY AND WORK YEAR**

- 5.1 The counseling unit recognizes that the varying nature of a counselor's day-to-day responsibilities does not lend itself strictly to an instructional day of rigidly established length. The schedule for each unit member shall be flexible and shall be determined by prior agreement between the site management and the counselors at each site provided, however, both parties recognize that the needs of the students shall be the primary consideration. If split schedules for adult school counselors are needed at any site, they will be arranged by agreement between the site management and site counseling staff. No counselor will be required to work more than one (1) split schedule per week. Counselors will not be assigned to more than two (2) sites in any given day. They shall be entitled to a split site stipend as identified in Appendix A-2 for any required travel between sites. In the event of a work stoppage, no counselor shall be required to substitute for any teacher or any administrator.
- 5.2 The normal workweek for a full-time contract school counselor shall be thirty-six and one-quarter (36¼) hours including duty free lunch.
- 5.3 **Commencing with the 2017-2018 school year** tThe work year for full-time contract school counselors will be one hundred ninety **three** (~~190~~ **193**) duty days, except for unit members, whose assigned work year may be greater than one hundred ninety **three** (~~190~~ **193**) days. The work year for full-time unit members in the ~~Independent Study High School (ISHS)~~ Learning Centers, and Alta Vista Academy and Counselors on Special Assignment (COSA) working for the offices of Curriculum and Instruction and College and Career Readiness shall be two hundred and ~~five~~ **eight** (~~205~~ **208**) days. Workdays in addition to these established work years shall be subject to prior agreement by the unit member and the site administrator, or in the case of ISHS, the Director of

Association  
District

Alternative Education. The unit member shall receive pro rata per diem compensation for any workdays worked in excess of day work years established herein.

**Appendix A-1 (Salary Schedule for 190 Day) and Appendix-2 (Salary Schedule for 205 Day) shall be adjusted by the appropriate percentage to reflect the increase of three (3) days in an employee's designated work year. For Example, the one hundred and ninety day (190) calendar change to one hundred ninety three (193) would result in a 1.58% increase (.526% per day.)**

**If the districts Local control Funding Formula level falls below the 2016/2017 funding levels, the parties agree that upon notice of such action either party may reopen this article. Parties agree to meet and determine the exact amount of LCFF funding for 2016/2017 as the baseline by ratification of this agreement**


- 5.4 The school calendar will be established for the term of the contract and will be included as Appendix C. The work year for counselors in the Adult Education program will be aligned with the work year for the counselors serving in the 7-12 program.
- 5.5 The parties recognize that the professional workday provided in Section 5.1 may need to be communicated to staff and others who are affected by counseling services within the District. Within sixty (60) days of execution of this Agreement, the principals at each site will identify those individuals who need additional information regarding the counselor workday and will distribute a memorandum specifying such details.
- 5.6 School counselors may be called upon to hold meetings, or conferences, including a regularly scheduled open house, with the parent(s) or guardian(s) of students and to supervise students during and/or after their workday on an as needed basis as normally required of other faculty members.
- 5.7 School counselors shall receive credit for a student supervision assignment where such counselors are required to attend and participate as a counselor in a special event exclusively for counselors, and where attendance is not required of other faculty members.

The following activities qualify as supervision assignments when assigned by the principal:

- A. College nights
- B. Financial aid nights
- ~~C.~~ Outreach presentations **outside the work day** requiring an evening program
- D. Orientation night for an incoming class
- E. GATE, bilingual, or other categorical program parent meetings
- F. Any parent meeting required outside the regular workday

Bargaining unit members may choose exchange time as defined in Article 1, Agreement, Section 1.13 or the designated stipend for the above activities. **Employees may take exchange time in full-day increments.**

Association  
District





Employees who receive an extra duty stipend for special event activities included within any assignments specified above will not receive supervision pay. Employees must receive prior approval from their principal/supervisor in order to receive a supervision stipend.

- 5.8 If a counselor performs any of the duties identified in Appendices C-2, C-3, or C-4 of the Sweetwater Education Association (SEA) collective bargaining agreement, he/she will receive the stipend identified in that appendix.
- 5.9 The Head Counselor at each high school, except Palomar High School, will receive a stipend identified in Appendix A-2. The Head Counselor at each junior high school, middle school, Palomar High School, and the Adult Education Head Counselor will receive a stipend identified in Appendix A-2. The Head Counselor will be selected by and from among the counselors at each site. If a counseling department is unable to arrive at a decision, the site principal will select the Head Counselor. Head Counselors will serve in the position for a period of one (1) year. Head Counselors may succeed themselves if re-selected by the department.
- 5.10 Beginning with the 2000-2001 school year, the Adult School Program will establish a position for Head Counselor. This person will act as the Head Counselor for the adult program and not a particular site. The Head Counselor will be selected by and from among the counselors in the Adult School Program. If the counselors in the Adult School Program are unable to arrive at a decision, the Director of Adult Education will make the selection. Term of position and stipend is identified in Section 5.9.

**Beginning with the 2017-2018 school year, the Department of Alternative Education will establish, a position for Head Counselor.<sup>1</sup> This person will act as the Head Counselor for the Department of Alternative Education and not a particular site. The Head Counselor will be selected by and from among the counselors in the Department of Alternative Education. If the counselors in the Department of Alternative Education are unable to arrive at a decision, the Director of Alternative Education will make the selection. Term of position and stipend is identified in section 5.9.**

- 5.11 7-12 high school scholarship counselors shall receive a stipend identified in Appendix A-2 per year in addition to their regular salary. Each year the site principal will consult with the counseling department to determine who will fill this position. The intent is that the position be rotated from time to time.
- 5.12 School counselors and other certificated personnel may be required to cover classes when no substitute is available. Such assignments shall be made by site in an equitable manner in accordance with District needs. The principals will keep a log of such assignments for review by the counseling staff. Counselors who are assigned to cover a class for fifteen (15) minutes or more shall be paid the stipend identified in Appendix A-2.


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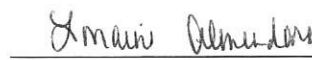
<sup>1</sup> Head Counselor, Adult Education see appendix A-2 stipend at \$2,771.

- 5.13 The development of the master schedule shall be the responsibility of the site administration. The duties of the counselors shall be limited to those described in Appendix G.
- 5.14 On the last working day of each school year covered by this Agreement, unit members at each site may participate in end of the year programs, a portion of which may occur at locations off site.
- 5.15 Work experience counselors may work a four (4) day workweek totaling thirty-six and one-quarter (36¼) hours when approved by the principal.
- 5.16 A principal and faculty may modify the class periods to provide for a directed study period or other innovative scheduling provided that sixty percent (60%) of the faculty votes for this modification. Where such scheduling changes may impact the terms and conditions of any member of this bargaining unit, counselors shall also have the right to vote. Their vote shall be counted as part of the total faculty vote and will not be singled out in any way. A vote of this nature cannot occur more than once a year.
- 5.17 Unit members assigned to a split assignment between schools shall receive a stipend as identified in Appendix A-2. Unit members who receive this stipend shall not also be entitled to mileage reimbursement.

**SCGA:**

  
Caryn Hoffman

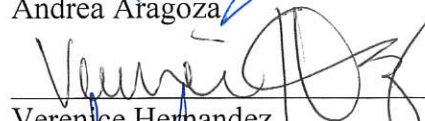
  
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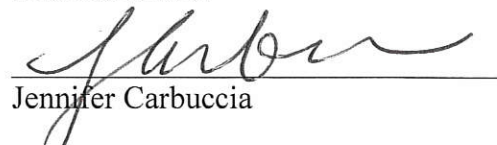
  
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**SUHSD:**

  
Scott Hendries

  
Thomas Glover

  
Jennifer Carbuccia



**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
April 17, 2017**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 7 as follows:**

**ARTICLE 7**

**TRANSFER POLICY**

**7.1 General:**

All counselors employed by the Sweetwater Union High School District are District employees and assignment shall be determined by the District.

- A. A transfer is defined as a change in current assignment from one 7-12 site, Alternative Education site or Adult School site to another 7-12 school, Alternative Education site or Adult School site within the District.
- B. A voluntary transfer is one initiated by request of a unit member assigned to either the 7-12 program, Alternative Education or Adult School.
- C. An administrative transfer is one initiated by the District.
- D. An involuntary transfer is one initiated by the District as a result of overstaffing at a site due to either a drop in enrollment or the administrative transfer of a unit member to the site.
- E. Seniority is defined as the date of hire as a probationary teacher or counselor in the 7-12 system or in the adult education system, (effective July 1, 2005). Adjustments will be made for non-consecutive probationary years served in the Adult Education system.
- F. A temporary position is not a vacancy, but is a position already held by a counselor, and is available only for a specified period of time (e.g. for a counselor on special assignment, long-term illness, **leaves, voluntary reductions** etc.)

Assoc:   
District: 



- G. A new school is defined as a school in its first year of academic operation.
- H. A counselor, who is currently a unit member, will not be transferred out of the unit for the purpose of replacing the unit member with a bilingual or bicultural counselor.
- I. A weekday is defined as Monday through Friday excluding holidays.
- J. An internal applicant is a current SCGA bargaining unit member

7.2 Employee Requested Transfer:

- A. The District shall post all vacancies for internal applicants except as provided below in 7.2, A3 on the Human Resources webpage, as well as provide via district email communication to ~~the Association president~~, all school sites, and each SCGA bargaining unit member **including the Association president**. Each closing date shall not be less than six (6) duty days from the date of posting.
  - 1. Members of the unit who have submitted a completed application by the closing date shall be contacted by the Division of Human Resources and will be offered an interview for the position according to the following procedures:
    - a. All internal applicants **with second year probationary or greater status as a certificated employee** will be interviewed. If three (3) or more unit members with second year probationary or greater status as a certificated employee apply **and interview** for the posted position, the District will select from those applicants to fill the vacant posted position. The site administrator will consult the existing counseling staff for input prior to making a final selection. All postings shall be filled within thirty (30) duty days from the date of the initial posting.
    - b. If the unit member selected declines the position or one (1) or more unit members remove their names from consideration after being interviewed, dropping the number below three (3), the site has the option to repost the position or to select from the remaining applicants, including **any** external candidates **that have applied**.
  - 2. If a counseling vacancy is filled by a counselor from a different site, which then in turn creates a vacancy, that vacancy will be filled in accordance with Section 7.2.
  - 3. Vacant positions may be held to comply with the following **exceptions**:
    - a. Article 7.3, Reduction of Counseling Allocations.

Assoc:   
District: 

- b. Compliance with the **State and/or Federal Civil Rights mandates (e.g. DFEH, FEHA, EEOC and Americans with Disabilities Act)**.
4. Positions which are declared temporary as defined in 7.1 F will be filled without posting. If the position later becomes a vacancy, it will be posted in accordance with 7.2.
5. The primary criterion for consideration of a request for transfer is whether or not the transfer will serve the best interests of the students. In order to maintain a high quality counseling program to assure effective performance and to promote satisfactory personnel relations, the District shall take into consideration seniority in counseling in the District, previous training, credentials, experience, special competencies, bilingual competency, seniority in the District, evaluation and special needs of the District.
6. Unit members who are interviewed but not selected for the posted position shall be notified by the Division of Human Resources and where requested the notification shall include a written statement indicating the reasons the unit member was not selected.

### 7.3 Reduction of Counseling Allocations

- A. If a reduction of .2 or more is necessary then one (1) of the following will occur:
  1. The site administrator will seek volunteers from the site for the revised assignment.
  2. If there are no volunteers, the counselors at the site with the least District seniority will be offered any unassigned teaching assignment for which he/she qualifies (either holds a credential or qualifies for an emergency credential) for the number of displaced periods.
  3. On or about May of each year, the involuntary transferees will be identified. All involuntary transferees will be invited to participate in a selection process, where they can select from a pool of available vacant positions based on their district seniority. Transferees will receive an electronic notification from Human Resources containing all known vacancies. Transferees will be required to submit, by the deadline indicated, a form outlining their preference(s) in rank order of the vacant positions available. Transferees will be required to submit their form no later than 48 hours of the time the form was sent by Human Resources.
  4. An involuntary transferee will select from the available position(s) in order of district seniority.

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- B. If the reduction is the result of a junior high school being converted to a middle school or the opening of a new school, then volunteers from the impacted school will be sought to transfer to the new school. If more than one (1) unit member expresses an interest in the position(s), the criteria of Section 7.2.E., will apply. If there are no volunteers, or an insufficient number of volunteers, then the counselor(s) with the least District seniority will be identified for involuntary transfer. The counselors involuntarily transferred will be given the right of first refusal for counseling positions at the newly formed schools.
- C. If a counselor is transferred under this provision, he/she shall have right of first refusal to any full-time counseling position at the prior site of assignment for a period of two (2) years. Right of first refusal is defined as the first position at the site that becomes available during the two (2) year period. ~~for which the employee is fully credentialed.~~ **For transfers which occurred prior to the 2017/2018 school year, it** is the responsibility of the transferee to inform the Human Resource Services Division, in writing, of his/her intent to exercise this right at the time the position is posted. **For transfers commencing in the 2017/2018 school year or beyond, it** is the responsibility of Human Resources to inform the transferee, in writing, of his/her right to exercise this right at the time the position is available.

7.4 If a new school school/site opens, the criteria of section 7.2.E will apply.

7.5 Under this provision, a more senior unit member involuntarily transferred to a split site assignment may request that he or she wishes to exercise his or her seniority rights and exchange his or her position with the least senior union member holding a 1.0 at a single site **within two (2) years after being involuntarily transferred.** If a second more senior unit member also has been involuntarily transferred to a split assignment, that counselor in turn may notify the district that he or she wishes to exchange his or her position with the next least senior unit member **within two (2) years after being involuntarily transferred.** This process may continue until no counselor with greater seniority holds a split-site assignment involuntarily while a less senior counselor holds a single site assignment. **To exercise this one time right, the employee shall notify the District Human Resources Division in writing at least three (3) weeks prior to start of the next semester.**


7.6 Administrative Transfer:

- A. Should a determination be made by the Superintendent or his/her designee, that a performance related transfer is necessary, or that a transfer that is in the best interest of the District or a counselor is necessary, such transfer may be made only after a conference between the unit member and the Assistant Superintendent, Human resources, or his/her designee. The unit member will have a five (5) duty day written notice of the meeting. The transfer will be effective no sooner than five (5) duty days from the date of the meeting unless the unit member and the District mutually agree to an earlier date. Upon request, the impacted unit member shall be

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provided a written reason for the administrative transfer. An administrative transfer shall not be made for arbitrary or capricious reasons.

- B. In the event that an administrative transfer necessitates the involuntary transfer of another unit member, the District shall adhere to the following procedures:
- a. 1. Each counselor position shall be filled in accordance with 7.2.
  - b. 2. No unit member may be transferred for arbitrary or capricious reasons.
  - c. 3. The District will meet with the unit member; and if requested by the unit member, the District will provide written reasons for the transfer.
  - d. 4. The unit member shall have the right of first refusal to return to his/her former site, for three (3) years from the date of the involuntary transfer. Right of first refusal is defined as the first position that becomes available during the three (3) year period.
- C. The District may transfer unit members within the unit or out of the unit for the purpose of balancing District and site staffing ratios or other District counseling needs and/or for complying with federal and state mandates or guidelines, **including but not limited to complying with the Americans with Disabilities Act requirements for reasonable accommodations.** Such transfers shall not be made in an arbitrary and capricious manner. Employees transferred when school is not in session will be notified as soon as reasonably possible, and the District will make an attempt to notify them within fourteen (14) calendar days. A unit member may not be administratively transferred under this section more than once per year unless compliance with the Americans with Disabilities Act so requires. This does not preclude a unit member from seeking voluntary transfer.

Assoc:   
District: 

SCGA:

Caryn Hoffman

Alex Santana

Lorraine Almendarez

Alfredo Cendejas

Rick Sevilla

Andrea Aragona

Verenice Hernandez

Lian Shoemake

SUHSD:

Scott Hendries

Thomas Glover

MariaEsther Lizarraga

Karen Michel

Jay Marquand

Thomas Winter

Ana Maria Alvarez

Jennifer Carbuccia



**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
April 17, 2017**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 10 as follows:**

**ARTICLE 10**

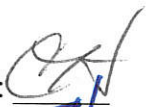

**EVALUATION**

10.1 Purpose of Evaluation Procedures:

- A. The expressed purpose of the evaluation procedures outlined in this article is the improvement of performance and the professional growth of the counseling unit members in District schools.
- B. The procedures detailing the evaluation of counselors are designed to operate in an atmosphere of mutual agreement and professional respect. Where it becomes necessary to resolve and remediate problems in performance, these procedures continue to operate in that same atmosphere of mutual agreement and professional respect. However, it is understood that some performance problems may not be resolved within the guidelines of these procedures. In such cases, other articles of this contract will apply.
- C. The focus of the evaluation will be the evaluation plan, the counselor's job description and requirements in the Education Code.

10.2 Unit members with permanent status who have been employed at least ten (10) years with the District, are highly qualified, if necessary, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation was satisfactory may be evaluated at least every five (5) years if the evaluator and the unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. Consent may not be withdrawn for arbitrary or capricious reasons.

10.3 Personal And Academic Freedom:


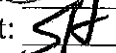
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- A. The personal life of a unit member shall not be a subject of this formal evaluation procedure.
- B. The right to study or discuss any controversial issue that has political, economic, or social significance and is not in conflict with Board policy shall not be a subject of this evaluation procedure.

10.4 Overview of The Evaluation Procedures:

- A. This article establishes a dual-track evaluation procedure, each with specific evaluation criteria designed to improve performance and professional growth.
  - 1. The Professional Growth Track is designed to allow counseling unit members to define a program of professional growth for the period of evaluation and to be evaluated in terms of that program as one (1) part of the evaluation process.

Unit members in the Professional Growth Track will be evaluated biennially, beginning with the second year of permanent status. Changing school sites does not alter this provision.
  - 2. The Support Track is designed to assist unit members in specific areas of improvement of performance. All temporary and probationary unit members will be placed in this track as well as other unit members who have received an "unsatisfactory" or a "requires improvement" in the composite evaluation section of the evaluation form. Unit members in the Support Track will be evaluated annually.
  - 3. Hourly counselors will be evaluated only if the hourly assignment is their primary assignment. Otherwise they will be evaluated in the primary assignment.
- B. The elements of the evaluation will be:
  - 1. Achievement of stated objectives and/or growth plan
  - 2. Maintenance of records related to graduation requirements
  - 3. Implementation of programs which utilize school and community resources to meet student needs
  - 4. Counseling students in areas of need (career planning, personal problems, and educational goals)
  - 5. Placement of students in appropriate classes based on data and subject specific guidelines and teacher recommendations
  - 6. Maintenance of professional relationship with students, parents, and staff
  - 7. Performance of other duties and responsibilities

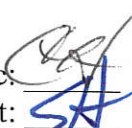

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- C. Handling Disputes: When a dispute arises during the evaluation process, a meeting with a member of Human Resources, the Association, the site evaluator and the unit member may be scheduled by either the evaluator or the unit member. Disputes concerning the setting the objectives are not subject to this section.

10.5 The Professional Growth Track:

A. Professional Growth Track Placement:

1. A counseling unit member with permanent status or an Adult Education unit member in the third year of service or beyond, will be placed in the Professional Growth Track.
2. Placement in the Professional Growth Track is automatic if all Support Track evaluations have been satisfactory.
3. A unit member may be placed on the Professional Growth Track evaluation cycle during his/her "off" year if concerns are identified and validated through documentation. A growth plan in the area of concern will be developed.
4. The principal/supervisor may decide to "continue" a unit member's evaluation from one (1) year to the next. The following criteria will be followed:
  - a. The decision to "continue" an evaluation is made when:
    - 1) the evaluator has expressed **written** concerns **by way of a written assistance plan** over the performance of the unit member, but decides that the full impact of a negative evaluation is unwarranted and that more time should be allowed before coming to judgment. These concerns, however, will have been documented by the evaluator and will have been discussed with the unit member; or
    - 2) **the unit member has been on leave for forty five (45) duty days or more during the year the evaluation period is due, where the forty five (45) duty days absences overlaps with the contractual support and follow up timelines set forth in Article 10.5 (b and c), 10.6(c), and 10.8, and that absence causes the principal/supervisor to determine they are unable to make a comprehensive decision due to the substantial period of absence.**
  - b. Marking the "continue" box simply postpones the official evaluation. It does not constitute a negative evaluation, nor should it be interpreted as such. Probationary and temporary unit

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members and other unit members in Support Track cannot be "continued."

- c. If **conditions set forth in 4(a)** remain at the end of that extension period, the evaluation may be continued for one (1) more year only, at which time the summary evaluation report must be completed. No record of continued evaluations shall be kept past the completion of the next evaluation period.
- d. The intent of continuing an evaluation period is to make every effort to assist, counsel and direct the unit member in improving his/her performance. The decisions to "continue" an evaluation shall not be made in an arbitrary or capricious manner.

B. Determining Objectives For The Professional Growth Track:

- 1. The requirements of the Professional Growth Track are designed to give maximum flexibility to both the evaluator and the unit members being evaluated in fixing dates for meetings, observations and discussions. The Professional Growth plan will consist of one (1) objective that will be developed from one (1) of the following areas: Professional Growth, student-school involvement, or community relations.
- 2. A meeting to discuss the Professional Growth program will be made within thirty (30) duty days of the beginning of the school year. This discussion of the program may include all unit members in the Professional Growth Track for that school year meeting in a single group. Individual meetings can also be scheduled by evaluators.
- 3. Individual growth plans will be submitted by unit members within thirty (30) duty days of the meeting to discuss the growth plans as described above.
- 4. The various aspects of the plan—details, purposes, and measures of progress within this plan—may be discussed with the evaluator. It is the intent that both the evaluator and the unit member will agree on the details of this plan. The District and the Association may propose a list of Professional Growth activities for unit members to consider, but such a list is advisory, and is only meant to offer suggestions and assistance. Two (2) or more counselors at a site may submit a common plan.
- 5. If there is any continuing or unresolved disagreement between the evaluator and unit member over the details of this plan, then the unit member will make the final decisions concerning the content, purpose, direction and/or scope of the plan.

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6. Other meetings to discuss the progress of the Professional Growth program may be held at any time in the second semester with the dates and times determined by mutual agreement. This program of Professional Growth will be discussed with the evaluator and a statement of achievement of progress will be given to the evaluator prior to the summary evaluation conference.

C. Professional Growth Track Time Lines:

1. Within thirty (30) duty days of the beginning of school, a meeting will be held to discuss procedures in the Professional Growth Track.
2. Within thirty (30) duty days of that initial meeting, unit members in the Professional Growth Track will submit their growth plans to the evaluator.
3. Evaluations must be completed and signed by both evaluator and unit member no later than April 30.
4. In the event that a unit member may be rated as less than satisfactory, a written assistance plan in accordance with Section 10.8 shall be developed by the end of the first week of the second semester.



10.6 The Support Track:

A. Placement in Support Track:

1. The Support Track is designed to assist unit members in specific areas of improvement of performance. All temporary and probationary unit members will be placed in this track, as well as other unit members who might benefit from the support resources and requirements of this track. Evaluations for those in the Support Track will be done yearly.
2. A counseling unit member with permanent status, or an Adult Education unit member or other hourly employee beyond the third year, will be placed in the Support Track for the following year whenever the unit member has received an "unsatisfactory" or "requires improvement" in the composite evaluation section of the evaluation form during the current year.

B. Determining Objectives For The Support Track:

1. In the Support Track specific performance objectives will be determined by mutual agreement. The number, degree and scope of these objectives are matters for discussion between the evaluator and the unit member being evaluated. A minimum of one (1) and a maximum of three (3) performance objectives will be determined. The objectives will be selected from the

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following categories: professional growth, student-school involvement, and community relations.

2. Both evaluator and unit member will agree on the specific performance objectives that will serve as the basis of the composite evaluation. Setting the main focus of the evaluation on these specific objectives requires that objectives be chosen carefully, with meaningful and substantive content.
3. If there is disagreement over the content, purpose, direction, scope, or number of these objectives, the evaluator will make the final decision.
4. If circumstances warrant such action, the objectives agreed to in Section 10.6 B.1, and Section 10.6 B.2, may be changed during the evaluation cycle. Again, these new objectives are subject to mutual agreement by both parties. If there is disagreement regarding the objectives, the evaluator will make the final decision.

A reasonable amount of time must be allowed for the proper accomplishments of any new objectives by the unit member. No additional objectives will be set after ninety (90) duty days of the beginning of the employee's assignment. A change in the content, purpose, direction or scope of the original objectives can only be made one (1) time during the ninety (90) day cycle.

C. Support Track Time Limits:

1. Within thirty (30) days of the beginning of the school year, or the beginning of service a meeting will be held to discuss the evaluation procedures.
2. Within fifteen (15) duty days of the initial meeting, the growth plan for unit members will be established.
3. No later than sixty (60) duty days after the beginning of service, a meeting shall take place between the evaluator and the unit member to assess progress.
4. At this time, the unit member shall be notified in writing if the evaluator has determined it is possible the unit member may receive a less than satisfactory evaluation. If this is the case, a written assistance plan in accordance with Section 10.8 shall be developed to allow the District to provide assistance to the unit member in correcting any cite deficiencies.
5. If a new problem develops after the meeting has been held, the unit member will be notified as soon as possible. In any case, a written assistance plan will be developed and the unit member will have at least forty-five (45) days to improve before the evaluation is issued.

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6. After a written assistance plan has been developed, the evaluator and the unit member shall meet at least once every twenty (20) duty days to assess the success of the plan. These meetings shall continue until the deficiencies have been corrected or until the end of the school year.
7. Temporary and probationary unit members shall be evaluated every year. The evaluation must be completed by March 15. The evaluation for permanent unit members must be completed by April 30.

10.7 General Provisions:

- A. A unit member beginning service at times other than the beginning of the school year shall be allowed at least thirty (30) duty days to complete the Professional Growth Plan. A reasonable amount of time must be allowed in order to accomplish the plan.
- B. Prior to the completion of the evaluation, a summary evaluation conference shall be held. At this meeting, the evaluator and the unit member shall review the evaluation report in order to discuss the final wording.
- C. The final evaluation report shall be signed by both the evaluator and the unit member. The signature of the unit member does not mean or imply agreement or disagreement with the evaluation. It only means that the evaluation has been received.
- D. The unit member has the right to include an addendum to any written evaluation.

10.8 Written Assistance Plan

The administrator has the responsibility to oversee the evaluation process and the **written** assistance plan.

- A. When it is determined by the evaluator that improvement is needed in one (1) or more areas, the administrator will schedule a conference for involved parties.
- B. The evaluator will ensure that assistance is provided. Such aid shall be reasonable and within the normal capability of the District to provide. It may include training, observation of other counselors, materials and supplies, or other appropriate assistance.
- C. The member of the unit shall have at least forty-five (45) duty days to correct cited deficiencies.
- D. A Performance Addendum must be completed whenever any element of the summary evaluation report contains an "unsatisfactory" or "requires improvement"

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rating. This includes Section II, Section III, and Section IV of the report, and applies equally to remarks in the "COMMENT" section of the report that imply a concern, or an "unsatisfactory" or "requires improvement" rating.

10.9 Maintenance of Data Related to Evaluation:

A. The Board shall maintain the unit member's personnel files at the District Administration Center. Any files kept by the unit member's principal, or immediate supervisor, shall not contain any material not found in the District's files except for materials relating to a current evaluation. At the conclusion of each evaluation, the unit member and the site administrator will review the unit member's site file and remove all material that does not comply with this section.



B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member. Such material is not to include ratings, reports, or records which:

1. Were obtained prior to the employment of the unit member;
2. Were prepared by identifiable examination committee members;
3. Were obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.

Information of a derogatory nature, except material mentioned in the second sentence of this Section (10.9 B.), shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

C. A unit member shall be able to examine his/her own personnel file by making an appointment with the Division of Human Resources. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

Assoc.   
District: 

SCGA:

*Caryn Hoffman* 4-17-17  
Caryn Hoffman

*Alex Santana*  
Alex Santana

*Lorraine Almendarez*  
Lorraine Almendarez

*Alfredo Cendejas*  
Alfredo Cendejas

*Rick Sevilla*  
Rick Sevilla

*Andrea Aragoza*  
Andrea Aragoza

*Verenice Hernandez*  
Verenice Hernandez

*Lian Shoemake*  
Lian Shoemake

SUHSD:

*Scott Hendries* 4/17/17  
Scott Hendries

*Thomas Glover*  
Thomas Glover

MariaEsther Lizarraga

Karen Michel

Jay Marquand

*Thomas Winter*  
Thomas Winter

*Ana Maria Alvarez*  
Ana Maria Alvarez

*Jennifer Carbuccia*  
Jennifer Carbuccia



**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
December 1, 2016**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 11 as follows:**

**ARTICLE 11**

**LEAVES**

*Parties agree that changes are limited to Article 11.3 (section correction) and addition of a new Section 11.12 (Parental Leave), and required renumbering of existing Section 11.12-11.19 accordingly.*

**Sweetwater Union High School District**

**Proposal to**

**Sweetwater Counseling and Guidance Association/CTA/NEA**

**ARTICLE 11**



**LEAVES**

**District Proposal Presented October 31, 2016**

**11.1 Introduction to Leaves:**

- A. Whenever possible, unit members shall notify the District in advance of any leave. In case of an emergency, members of the unit who find it necessary to be absent from duty shall notify the principal/supervisor or designee on the first day of their emergency use of sick leave (including personal necessity) one-half (½) hour before the start of school on the day of absence or as soon as practicable.

Members of the unit shall notify the school daily one-half (½) hour before the closing of school to indicate whether or not they will return to duty on the following day.

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District:   
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In the case of an absence of five (5) or more days, arrangements should be made with the principal of the school site to eliminate the daily call.

After a unit member has been absent five (5) days, the principal will meet with the Head Counselor to determine what type of assistance is needed in the counseling department. The assistance may take the form of substitutes, clerical help, rearrangement of duties, or other assistance as deemed appropriate.

- B. Unless otherwise provided in this article, a unit member on a paid leave of absence according to the provisions of this Agreement shall be entitled to:
1. Whenever possible, return to a certificated position, including same site if the duration of leave is one (1) year or less, which he/she held immediately before commencement of the leave.
  2. Receive credit for annual salary increments provided the employee is in a paid status with the District for seventy-five percent (75%) if the regular workdays of the regular school year during his/her leave.
  3. Receive during his/her leave all other unit members' health and welfare benefits described in Article 6, Health and Welfare Benefits, including insurance and retirement benefits, to the extent not expressly prohibited by law.
- C. Unit members granted leaves according to the provisions of these articles shall be entitled to:
1. Return to a certificated position;
  2. Continue to participate in health and welfare benefits provided the unit member pays the full premium costs.

The District will attempt to place the unit member at the same site unless such placement is precluded by limitations which affect school staffing:

- a. Changing school boundaries;
- b. Declining enrollments;
- c. Compliance with federal and/or state mandates;
- d. Changing curriculum needs at the sites.

Unit members not placed at their former site may be placed in accordance with Article 7, Transfer, Section 7.3.

#### 11.2 Sick Leave And Other Related Sick Leave Benefits For Illness or Injury For Unit Members:

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A. Every unit member who is regularly employed five (5) days per week is entitled to ten (10) days of paid sick leave for each year of employment.

1. Unit members who work less than full-time shall be entitled to a proportionate amount of paid sick leave.

For unit members paid at an hourly rate, sick and injury leave benefits shall be computed on the basis of one (1) hour sick and injury leave for each eighteen (18) hours of service rendered to the District.

Unit members who work an extended school year contract shall be entitled to a proportionate amount of paid sick leave.

2. Sick leave granted in Section 11.1.A above is defined as current annual sick leave. All unused sick leave shall be accumulated from one (1) school year to the next school year. This is defined as accumulated sick leave.
3. At the beginning of each school year, every counselor shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.
4. All unit members, when absent due to sickness or injury, shall receive full pay for said absence by using their current annual sick leave days and/or their accumulated sick leave days.
5. All unit members who use all of their sick leave and subsequently fail to serve their assigned school year, shall have deducted from their final pay warrant the amount paid as provided in Section 11.2.B.3, for the number of days used beyond the earned sick leave.

B. Other Sick Leave Benefits:

In the event a unit member has depleted his/her available sick leave including the leave granted for the current year and all accumulated sick leave, and illness or injury compels further absence, he/she will be entitled to an additional one hundred (100) days of sick leave.

1. The sick leave, including accumulated sick leave, and the one hundred (100) day period shall run consecutively.
2. An employee shall not be provided more than one (1) one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period is exhausted, the employee may take the balance of the one hundred (100) day period in the subsequent school year.

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3. During this one hundred (100) day period, the amount deducted from the salary of the unit member shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his/her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of substitute employees.
- C. The Board may require a physician's verification of illness when a unit member has been on sick leave for six (6) or more consecutive days. The Board may require a physician's verification of illness during any period of concerted activities.
- D. Unit members may use up to six (6) days per year, deductible from current or accrued sick leave, to care for an ill child, parent, or spouse.

11.3 Use of Accumulated Sick Leave For Personal Necessity:

- A. Unit members shall be granted up to seven (7) days of personal necessity leave with pay per year, deductible from sick leave. All unused personnel necessity leave shall be accumulated from one (1) school year to the next school year up to a total of sixteen (16) days.
- B. Personal necessity shall be defined as matters of a personal nature which cannot be conducted outside the normal workday.
- C. Unit members can take no more than five (5) consecutive days of personal necessity leave. The Assistant Superintendent, Human Resources or his/her designee may approve the use of additional days for special circumstances.
- D. When a unit member uses personal necessity leave, the unit member must notify the principal/supervisor as soon as possible prior to the leave.
- E. If the unit member does not elect to use sick leave for personal necessity as provided herein, then a per diem salary deduction shall be made for each working day absent in accordance with the provisions of this article.
- F. Personal necessity leave under Section 11.23, may not exceed the total accumulation of the unit member up to the total of sixteen (16) days of permitted accumulation. The Assistant Superintendent, Human Resources or his/her designee may approve the use of additional days for special circumstances.
- G. Personal necessity leave shall not be used for concerted action of any kind against the District. If the District has reasonable cause to believe a unit member is abusing the provisions of this section, appropriate disciplinary action may be taken.

11.4 Bereavement Leave:

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- A. All unit members are entitled to leave of absence, without salary deduction, not to exceed three (3) working days, or five (5) working days if travel of four hundred (400) miles round trip from the District is required, because of the death of any members of his/her immediate family.
- B. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.

Members of The Immediate Family: Mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother, grandfather, aunt, uncle, niece, nephew, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.

#### 11.5 Child Bearing Leave:

- A. A pregnant employee on active duty with the District, who is absent from duties because of illness or disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be eligible to take paid sick leave in accordance with Section 11.1 of this article.
- B. A pregnant employee on active duty who has written certification by her physician that she is unable to perform her normal duties due to medical reasons related to her pregnancy during the school year, shall be eligible for paid sick leave benefits under the provisions of Section 11.2.A., of this article.
- C. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment in the District.

All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, or childbirth on the same terms and conditions applied to other temporary disabilities.

#### 11.6 Adoption Leave:

- A. Unit members intending to go on adoption leave shall notify the Division of Human Resources within thirty (30) days of receiving notice that he or she has been officially accepted as a prospective parent for adoption.
- B. A male or female unit member who is adopting a child shall be entitled to the use of personal necessity for the purpose of caring for the needs of the adopted child.
- C. Unit members will be eligible to use sick leave for personal necessity as provided in Section 11.3, of this article, whenever days are needed to fulfill the legal requirements for adoption.

Assn:   
District:   
Page 1 of 13

- D. Leave without pay in connection with adoption of children may be granted to any unit member according to the provisions of Section 11.7, of this article.

11.7 Child Care Leave:

- A. Child care leave without pay may be granted to any unit member in accordance with the following provisions:
1. The unit member is required to submit a written request to the Division of Human Resources thirty (30) days prior to the commencement of his/her child care leave including the following information:
    - a. Date the leave is to begin
    - b. Duration of the child care leave
    - c. Reason for child care leave
  2. Child care leave shall be granted for the current school year or any portion thereof. Extension of this leave will be as follows:

A unit member may be granted an additional leave of absence of one (1) full semester, or a maximum of two (2) full semesters without pay.
- B. Return to duty from child care leave: The unit member must submit a written request to return to work to the Division of Human Resources thirty (30) days prior to the date he/she desires to return to work. If the employee requests to rescind a granted leave under this article, his/her return to duty will be dependent upon the availability of a position within the employee's area of competency.

11.8 Industrial Accident And Illness Leaves of Absence For Regularly Employed Unit Members:

- A. A unit member shall be entitled to industrial accident leave according to the provisions of Education Code section 44984 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- B. Allowable leave shall be up to and including sixty (60) working days during which the schools of the District are required to be in session or when a member of the unit otherwise has been performing work for the District in any one (1) fiscal year for the same illness or accident.
- C. Allowable leave shall not be accumulated from year to year.
- D. Industrial accident or illness leave shall commence on the first day of absence.

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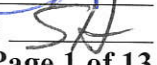


- E. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her initial sixty (60) days of absence in Section 11.7 B., shall be equal to his/her full salary.
- F. During any paid leave of absence, a member of the unit shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payments of his/her salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- G. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.
- H. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a workers' compensation indemnity award.
- I. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to the amount of unused leave due him/her for the same illness or injury.
- J. The industrial illness and accident leave provided in this article is in addition to sick leave benefits. The Board shall not deduct accumulated sick leave from the sick leave allotment of a counselor who is absent as the result of an industrial accident or illness until the unit member has used all of his/her industrial illness and accident leave.
- K. When entitlement to industrial accident or illness leave has been exhausted, other sick leave benefits under Section 11.1 of this article will then be used; however, if an employee is receiving workers' compensation, the District shall use only as much of the unit member's accumulated or available sick leave, which, when added to the workers' compensation award, will provide for a full day's wage or salary.
- L. Any member of the unit receiving benefits under this article shall, during periods of injury or illness, remain within the State of California, unless he/she notifies the District of his/her intent to travel outside the state.
- M. Eligibility for industrial accident leave and industrial illness leave accrues immediately by virtue of employment with the employer.

11.9 Health Leave:

Upon written request by a unit member who has probationary or permanent status, the Board may grant an unpaid leave of absence when the unit member is unable to perform his/her duties due to ill health or physical disability.

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The request for this leave must be accompanied by a medical statement from a licensed ~~California~~ physician stipulating the condition of health and the expected duration of the health problem. The health leave may be granted for up to two (2) years and may then be reconsidered on a yearly basis by the Board.

11.10 Catastrophic Leave Program:

- A. Purpose: The purpose of the Catastrophic Illness/Sick Leave Bank is to create a Bank of sick leave days, from which participants may apply for additional sick leave days when suffering from a catastrophic illness or event and have exhausted all other paid leave.
- B. “Catastrophic Illness” is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, and the incapacity requires the unit member to take time off from work for an extended period of time.
- C. Contributions: Unit members may donate to the Sick Leave Bank under the following conditions:
1. Members may donate from one (1) to six (6) days using the form in Appendix F.
  2. Members must have at least twenty (20) days of accrued sick leave to make a donation.
  3. The donation will be irrevocable.
  4. A donation to the Bank will be a general donation and shall not be donated to a specific unit member for his/her exclusive use.
- D. Use of Bank:
1. Only members who have donated to the Bank may apply to withdraw days from the Bank.
  2. Members (or their agents) may apply to use the Bank by submitting their request to the review committee using the appropriate District form. (Appendix F) Included with the form will be verification of the catastrophic illness prepared in writing by a licensed physician, ~~of the State of California.~~
- E. Review Committee:

The Sick Leave Bank review committee will consist of two (2) members selected by the District, two (2) SEA members selected by the Association, and one (1) member selected by each of the other represented groups (SCGA members, confidential employees, supervisory employees, and management.) The committee will review all applications. Approval of any request will require a majority vote of the committee. The decision of the committee shall be final and binding. Within

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ten (10) duty days of receipt of employee application, the committee will notify (in writing) the applicant of its decision. All applications submitted to the committee shall remain confidential.

F. Restrictions/Exclusions/Miscellaneous Provisions:

1. A member may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic event.
2. Days granted but not used will be returned to the Bank. One (1) day used will be equal to one (1) day at the member's rate of pay.
3. Leave from the Bank may not be used for illness or disability that qualifies the unit member for worker compensation benefits.
4. When the committee may reasonably presume that the applicant may be eligible for a disability award or a retirement under STRS, the committee may request that the unit member apply for the disability or retirement. Failure of the unit member to submit a complete application within twenty (20) days of the request shall disqualify the unit member for further catastrophic leave Bank payments.
5. By August 1 of each year, the balance in the Bank will be reconciled. The Association will be notified of the balance.
6. The program will be reviewed annually. Appropriate agreed to modifications will be made.

11.11 Federal And State Family And Medical Leave Acts:

- A. The District shall provide a unit member family care leave and medical leave in accordance with the provisions of Article 11, and in accordance with state and federal law.
- B. Where the current contract provides a more generous benefit than either the Federal or State Family and Medical Leave Acts, then the contract language shall prevail.
- C. Where the Federal or State Family and Medical Leave Acts provide a more generous benefit than the current contract, then the appropriate act shall prevail.

**11.12 Parental Leave:**

- A. **A unit member may use his or her current annual, accumulated, and differential sick leave (see Articles 11.2(A) and (B)) for purposes of parental leave, for a period of up to 12 workweeks.**

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- B. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- C. Parental leave taken pursuant to this section shall be subject to the following:
1. Parental leave shall run concurrently with leave taken pursuant to Articles 11.2 (Sick Leave), 11.3 (Personal Necessity), 11.6 (Adoption Leave), and 11.11 (State and Federal Family Leave Acts). However, a unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.
  2. The aggregate amount of parental leave taken pursuant to this section (Article 11.11 shall not exceed 12 workweeks in a 12-month period.
  3. A unit member shall be entitled to only one 12-workweek period for parental leave during any 12-month period.

(Renumber Section 11.12-11.19 accordingly)

11.13 Jury And Legal Proceeding Leave:

- A. When a unit member must be absent from duty to appear in court to testify or to serve on a jury, the unit member shall continue to receive his/her regular salary and shall return the jury or witness fees to the District, exclusive of mileage and meal reimbursements.
- B. A unit member is eligible for a paid leave of absence in accordance with Section 11.12.A., of this article in order to appear as a nonparty witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her connivance or misconduct.
- C. A unit member shall obtain a jury or court attendance report form from the court clerk to verify attendance in court.
- D. Unit members required to appear before a public agency on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be paid the difference, if any, between the compensation they receive from the public agency and their wages for each day of service.

11.14 Military Leave:

Unit members shall be granted military leave in accordance with the law. Unit members called into active service shall retain all benefits of District employment in accordance with

Assn: CAF  
District: SA  
Page 1 of 13



the law. Unit members with immediate family called into active service may request an unpaid leave of absence for up to one (1) school year.

11.15 Unit Members Serving as Elected Public Officials:

- A. Unit members serving public agencies as elected public officials may be authorized five (5) days of leave without loss of pay each school year to attend meetings related to that agency.
- B. Prior to approval of such leave, the District must have assurance in writing that the meeting attendance is authorized by the agency.
- C. If there is need for leave beyond the five (5) day period, each request will be considered by the District on an individual basis, predicated upon the importance of the activity which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

11.16 Legislative Leave:

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for his/her term or terms in office.


11.17 In-Service Leave:

By mutual agreement between the unit member and the appropriate principal/supervisor, the bargaining unit member may be granted a paid leave for the purpose of improving his/her performance. Such leave could include class visitations, conferences, and workshops related to his/her assignment. Requests for such in-service leave will be made through the appropriate principal/supervisor who may consult with his/her site department chairperson(s) before acting upon the request.

11.18 Teacher/Counselor Exchange Leave:

- A. All unit members in the District shall be eligible to make application for the counselor exchange program. The exchange may be with counselors in either the United States or a foreign country. A unit member interested in exchanging positions with a foreign counselor must apply through the U.S. Office of Education in Washington, D.C., in accordance with the Fulbright-Hays Act of 1961.
- B. If the unit member requesting the exchange and the Board agrees to the exchange, the District shall pay his/her regular salary, making all deductions provided by law for retirement purposes, during the period of exchange counseling. In such case the District shall not pay the salary of the exchange counselor serving the District in exchange for its regular unit member.
- C. Such leave when approved by the Board shall be granted for one (1) school year and may be extended two (2) additional school years. All arrangements must be completed by May 1 of the school year preceding the effective year of exchange

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unless, due to special circumstances, permission is granted by the Board to extend this date.

11.19 Other Considerations:


Written requests for consideration for unpaid leaves of absence for the unit members, who have permanent status with the District under California tenure Laws, may be made for the following reasons:


- A. Study Leave: A unit member shall apply to the Superintendent, or designee, for study leave, including his/her approved program of study from an accredited college or university, no later than nine (9) weeks before its anticipated commencement. This leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.
- B. Teaching in a Military Dependent's school in a Foreign Country: Requires documentation of acceptance from the authorized government agency; such leave shall not exceed two (2) school years.
- C. Services Related to the Unit Member's Subject Matter: Requires confirmation of the services to be rendered, duration of services, and the benefits that will be derived by the unit member upon completing a school year of service in the assignment.


11.20 Other Non-Compensated Leave:

Under the Education Code, any unit member may petition the Board for a non-compensated leave of absence which is not otherwise provided for by this Agreement or prohibited by law.

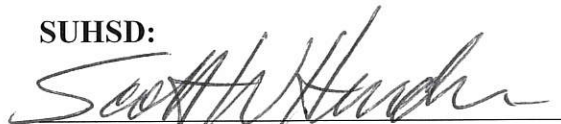
SCGA:

  
Caryn Hoffman

  
Alex Santana

  
Lorraine Almendarez


SUHSD:

  
Scott Hendries

  
Thomas Glover

  
Maria Esther Lizarraga

  
Alfredo Cendejas


  
Karen Michel


Assn: 

District: 


  
Rick Sevilla

  
Andrea Aragoza

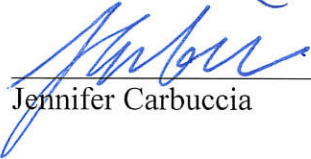
  
Verenice Hernandez

  
Lian Shoemake

  
Jay Marquand

  
Thomas Winter

  
Ana Maria Alvarez

  
Jennifer Carbuccia



**Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
May 23, 2017**


The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 13 as follows:**

**ARTICLE 13  
CASELOAD**

- 13.1 The 7-12 school counselor staffing ratio shall be ~~four~~ **three** hundred **sixty** to one (~~400:1~~) (**360-1**) for the duration of the contract.
- a. If the district's Local Control Funding Formula level falls below the 2016/2017 funding levels, the parties agree that upon notice of such action either party may reopen this article. The parties agree to meet and determine the exact amount of LCFF funding for the 2016/2017 as the baseline by ratification of this agreement.**
- 13.2 The Adult School Program shall maintain the equivalent of at least six (6) Full-Time Equivalent (FTE) counselors for the duration of this Agreement. Although such counselors will consist of a combination of contract and hourly counselors, Chula Vista Adult School, Montgomery Adult School, National City Adult School, and San Ysidro Adult School shall be guaranteed at least one (1) regular full-time contract counselor each.
- 13.3 The student contact maximum for the Work Experience Counselor will be one hundred twenty five (125) students for a 1.0 allocation.
- 13.4 If a site determines to fund an additional work experience allocation, the additional hours will be offered first to the Work Experience Counselor. If a site determines to fund a school to career allocation, the additional hours will be offered first to the counseling staff on site.
- 13.5 Participation in Support Personnel Accountability Report Card (SPARC) activities is voluntary.
- 13.6 The Learning Center will maintain a minimum of a 1.0 FTE counselor at each site.

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District



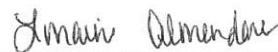
13.7 Palomar Continuation High School will maintain a minimum of 2.0 FTE counselors.

The parties intend to utilize existing District management/counselor committee structures to analyze and share data regarding service needs for students with both bargaining teams.

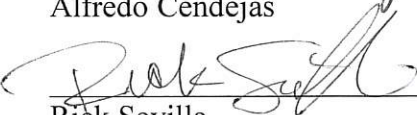
**SCGA:**

  
Caryn Hoffman

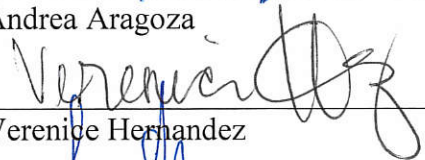
  
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Rick Sevilla

  
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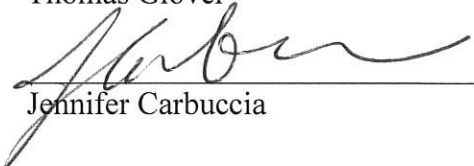
  
Verenice Hernandez

  
Lian Shoemake

**SUHSD:**

  
Scott Hendries

  
Thomas Glover

  
Jennifer Carbuccia

**Tentative Agreement**  
**between**  
**Sweetwater Union High School District**  
**and**  
**Sweetwater Counseling and Guidance Association/CTA/NEA**  
**(Successor Negotiations 2016)**  
**May 23, 2017**

The parties met and negotiated as part of Successor Bargaining and have agreed to the following Tentative Agreement regarding this Article; thus completing negotiations on this Article. Parties recognize that the tentative agreements will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

**The Parties Agree to Amend Article 22 as follows:**

**ARTICLE 22**

**COUNSELOR IN-SERVICE**


In place of attending workshops which are specifically designed as teacher professional growth or in-service, counselors may identify and present for the principal's approval counseling in-service programs, District in-service, conferences and activities that are pertinent to the counselor's professional responsibilities.

In addition, counselors will be provided ~~four (4)~~ **seven (7)** in-service/training opportunities each school year. These in-services will be planned jointly by the Association and the District. One of the in-services will be held as part of the "back to school" activities.

**SCGA:**

  
Caryn Hoffman

  
Alex Santana

  
Lorraine Almandarez

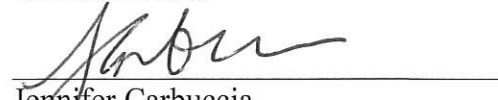
  
Alfredo Cendejas

  
Rick Sevilla

**SUHSD:**

  
Scott Hendries

  
Thomas Glover

  
Jennifer Carbuccia

Andrea Aragoza

Verenice Hernandez

Lian Shoemake



**Master Tentative Agreement  
between  
Sweetwater Union High School District  
and  
Sweetwater Counseling and Guidance Association/CTA/NEA  
(Successor Negotiations 2016)  
May 23, 2017**

The parties met and negotiated as part of Successor Bargaining for the 2016-2019 school years and have agreed to the following Master Tentative Agreement which, with all previously signed tentative agreements noted below, constitute the entirety of changes to the Agreement for the 2016-2019 school years. Parties recognize that the Master Tentative Agreement and tentative agreements referenced herein will only become effective upon both ratification of SCGA and approval of the SUSHD Board of Trustees.

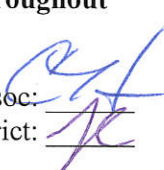

**The Parties Agree to the following changes to the Agreement between the SUHSD and SCGA/CTA/NEA for the 2016-2019 school years:**

- Article 1 (Agreement)** Propose 3-year term, with reopeners in Year Two (not before 9/1/17) and Year three for Article 4 Wages and Article 6 Health and Welfare.  
Add Year 3 reopener on Article 5 (Work Day).
- Article 4 (Wages)** 3.75% retroactive to January 1, 2017 (As proposed 2/10/17), reopeners for Year Two and Three.
- Article 6 (Health & Welfare)** Status Quo. Reopeners on Year Two (not before 9/1/17) and Year Three (As proposed on 2/10/17 with date change)
- Article 13 (Caseload)** As proposed by Association on 5/23/17
- Article 5 (Work Day)** As District proposed on 3/16/17, with the addition in Section 5.7 after second to last paragraph stating: "Employees may take exchange time in full-day increments." Clarify LC H.C. in A2 list is at Jr High, Adult Ed. HC stipend
- Appx A** Add 205 (208) day salary schedule to the contract as A1b (A1 current 190/193 day)  
Add LC Head Counselor with Jr High, Adult Ed. HC stipend
- Article 22 (In Service)** As District proposed on 3/3/17

**Parties include Tentative Agreements Already Reached on:**

- Article 7 (Transfer) 4/17/17
- Article 10 (Evaluation) 4/17/17
- Article 11 (Leaves) 12/1/16

**Parties Agree to leave all Articles and Appendices not referenced above as Status Quo throughout the Successor Agreement term.**

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5/23/17



SCGA:


  
Caryn Hoffman

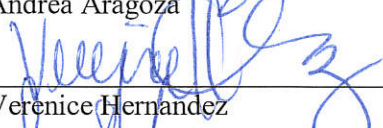
  
Alex Santana

  
Lorraine Almendarez

  
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SUHSD:

  
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Thomas Winter

Ana Maria Alvarez

  
Jennifer Carbuccia

Assoc:   
District: 



**June 12, 2017**

**Board Item - F.-8.**

**Issue:**

Three (3) year successor contract agreement between the SUHSD and SEA.

**Superintendent's Recommendation:**

Approve a three (3) year successor contract agreement between the district and the Sweetwater Education Association/CTA/NEA (SEA), the exclusive representative of the teacher bargaining unit.

**Analysis:**

On May 22, 2017, the Sweetwater Education Association and the district's negotiations team reached a final, comprehensive tentative agreement for a three (3) year successor agreement (July 1, 2016, through June 30, 2019). SEA ratified the agreement on Friday, June 2, 2017.

**SEA Successor Highlights:**

1. A 3.75 percent salary increase retroactive to January 1, 2017.
2. Reopeners in the second and third year of the contract for wages and benefits, once the 2017-2018 school and state budgets are finalized.
3. Three (3) additional work days added to all 7-12 teachers for professional learning and collaboration, except Adult Ed. and ROTC teachers. These additional days will provide professional development opportunities to help support the unduplicated count students. Further, this will help cut down on all teachers' needing to obtain substitutes because they will not be pulled away from teaching students, in accordance with LCAP goal one.
4. Enhance support for special educators by placement of class caps and additional department allocated IEP days. Agreement to establish a special education committee to ensure a full review of the program and services in advance of further actions within the programs.
5. Modified the complaint procedure process to ensure complaints are resolved at the lowest possible level with the site administrator and teacher and to also clarify the process.
6. Reduced teacher average of 51 student contacts (with no more than 55 students per class) in High School Physical Education starting in the 2018-2019 school year.

7. A Joint Governance Panel developed changes to align the Teacher Induction Program with the new state requirements. Agreed to collaboratively develop Peer Assistance and Review Support (PARS) pilot next school year.

8. Committed to meeting within 30 days of final ratification to study and possibly revamp the extra duty stipends, creation, amounts, expectations, and processes for final consideration and bargaining by the negotiations teams at an upcoming negotiations.

9. Increased the amount for repair or replacement of employee's personal equipment if it is damaged due to no fault of the employee.

10. Clarified that Assistance Plans related to employee evaluations must be in writing; and clarified when continuances of evaluations can be given by principals due to absences and/or limited evaluative time and opportunities.

11. Incentivized teachers to earn Biology and Bilingual Authorization credentials by agreeing to help fund tuition reimbursement.

12. Acknowledged that the district must consult with teachers before making changes to districtwide technology programs or implementation of professional learning communities.

For questions regarding this board item, please contact Jennifer Carbuccia, at 619-407-4940 or [jennifer.carbuccia@sweetwaterschools.org](mailto:jennifer.carbuccia@sweetwaterschools.org).

#### Fiscal Impact:

Expenditure for the 2016-2017 school year for ratification is \$3,553,187.00, and for the 2017-2018 school year is \$2,957,013.00, both to be paid from the General Fund, Resource Code: 0000.

#### **ATTACHMENTS:**

Description	Type
2016-2019 SEA Successor Agreement TA's - SIGNED	Backup Material

**Master Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Agreement. Parties recognize that the package below and the tentative agreements referenced herein which were previously reached will only become effective upon both ratification of SEA and approval of the SUHSD Board of Trustees.

**2016-2019 Successor Agreement:**

- Article 1 (Term)** Propose 3-year term (2016-2019), with reopeners in Year Two and Three for Wages and Health and Welfare.
- Reopeners in Year Two for Extra Duty (Article 15), Adult School (Article 4) and one additional Article per Party.
- Reopeners in Year Three for Induction (Article 25), Evaluation (Article 14), and Special Education (Article 37), and one additional Article per Party.
- Article 4 (Adult Education)** As proposed by District on 5/18/17 after 11pm
- Article 7 (Class Size)** As proposed by District on 5/22/17.
- Article 8 (Complaints)** As proposed by Association on 5/22/17
- Article 15 (Extra Service)** As proposed by District on 5/18/17 (after 11pm)
- Article 18 (Health & Welfare)** Reopeners for Year Two and Three.
- Article 20 (J.C. Suspension)** As proposed on 1/18/17, but reduce amount of suspension in 20.3 that can be issued prior to the hearing to four (4) days.
- Article 36 (Wages)** 3.75% retroactive to January 1, 2017, reopeners for Year Two and Three.
- New Article 37 (Special Ed)** As proposed by District on 5/22/17

**Parties include Tentative Agreements Already Reached on:**

- Article 3 Association Rights (1/18/17)
- Article 5 Alternative Education (4/13/17)
- Article 6 Calendar (3/1/17)
- Article 10 Consultation Rt (4/13/17)
- Article 11 Credential Incn. (4/13/17)
- Article 12 Duty Hours (5/18/17)
- Article 14 Evaluation (4/13/17)
- Article 22 Leave (4/13/17)
- Article 25 Induction (5/18/17)
- Article 30 Repair Equipmt (5/18/17)
- Article 33 Summer School (4/13/17)
- Article 34 Teaching Assmt (5/18/17)




- Article 35 Transfer (5/12/17)

**Parties acknowledge and agree to the withdrawal of the following Association Proposals and correspondence Status Quo on those existing articles.**

- Article 16 (FAC)
- Article 31 (Safety)
- New Article Proposal re: Workload
- Article 17 (Grievances) (But acknowledges the interest in ensuring procedures related to disciplines are followed for suspensions)

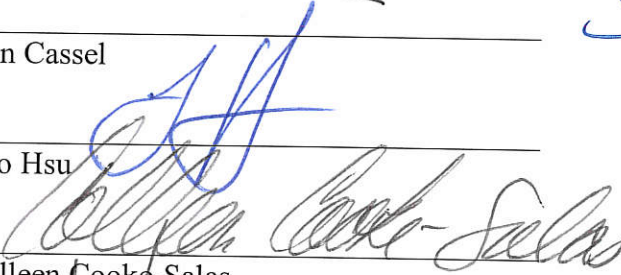
**Parties Agree to Status Quo List that Neither Party Opened Presented by Association on 4/13/17 (Articles 2, 9, 13, 19, 21, 23, 24, 26, 27, 28, 29, 32) – Agreed to, but no need to TA per Association on 4/13/17**

**For the Association:**

  
\_\_\_\_\_  
Ola Hadi, SEA Bargaining Chairperson

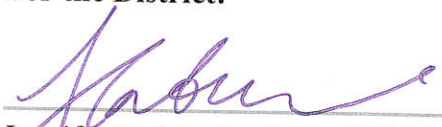
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Ben Cassel

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Leo Hsu

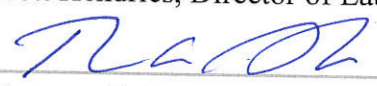
  
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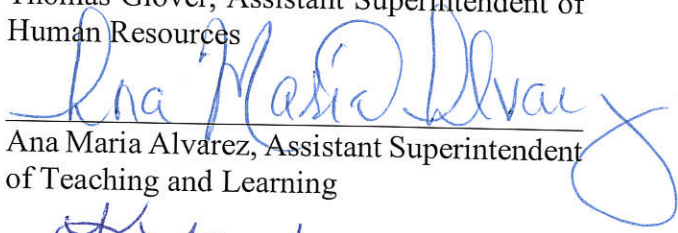
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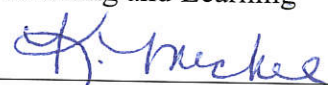
**For the District:**


  
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Jennifer Carbuccia, General Counsel

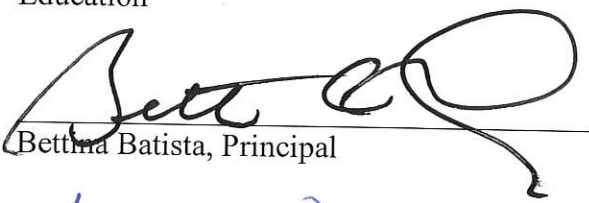
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Scott Hendries, Director of Labor Relations

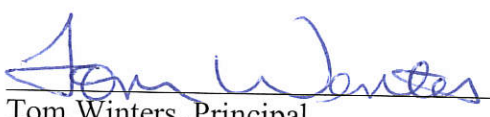
  
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Thomas Glover, Assistant Superintendent of Human Resources

  
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Ana Maria Alvarez, Assistant Superintendent of Teaching and Learning

  
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Karen Michel, Chief Financial Officer

  
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Jay Marquand, Director of Alternative Education

  
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Bettina Batista, Principal

  
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Tom Winters, Principal

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 23, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Article 1, Agreement. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 1:

**ARTICLE 1**

**AGREEMENT**

- 1.1 This Agreement is entered into this ~~10<sup>th</sup> day of April, 2014~~ **12<sup>th</sup> day of June 2017**. This constitutes a bilateral and binding contract, hereinafter referred to as the "Agreement," by and between the Board of Trustees of the Sweetwater Union High School District, hereinafter called the "Board" or "District," and the Sweetwater Education Association.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code, hereinafter referred to as the "Act."
- 1.3 This Agreement shall remain in full force and effect from the date of final ratification up to and including June 30, ~~2016~~ **2019**.
- 1.4 On or before ~~February 1, 2015~~ **September 1, 2017**, both parties agree to reopen Article 18, Health and Welfare Benefits, Article 15, Extra Service Assignments, Article 4, Adult School, ~~and Article 36, Wages~~ and one additional Article per Party.
- ~~1.4~~ **1.5** On or before March 1, 2018, both parties agree to reopen Article 18, Health and Welfare Benefits, Article 25, Teacher Induction and Support Programs, Article 14, Evaluation, Article 36, Wages, Article 37, Special Education, and one additional Article per Party.

 SEA  
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**For the Association:**

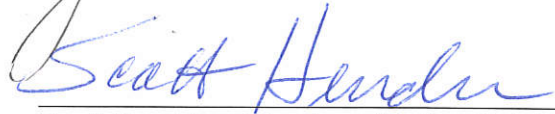
A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a horizontal line.

Ola Hadi, SEA Bargaining Chairperson

**For the District:**

A handwritten signature in black ink, appearing to be 'Jennifer Carbuccia'.

Jennifer Carbuccia, General Counsel

A handwritten signature in blue ink, appearing to be 'Scott Hendries'.

Scott Hendries, Director of Labor Relations

A handwritten signature in blue ink, appearing to be 'Thomas Glover'.

Thomas Glover, Assistant Superintendent of  
Human Resources



**Tentative Agreement**  
**Between Sweetwater Education Association**  
**And Sweetwater Union High School District**  
**January 18, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 3, Association Rights. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 3:

**ARTICLE 3**

**ASSOCIATION RIGHTS**

**3.1 Rights of Access:**

- A. The Association shall have the right of reasonable usage of buildings and facilities without charge and when not otherwise in use, subject to conditions governing usage under the Civic Center Act.
- B. Authorized Association representatives shall, upon arriving at a school site or at the Administration Center, report initially to the office of the principal or Superintendent or his/her designated representative to announce their presence and purpose. Normally, such visits shall be scheduled only during the unit member's duty free lunch period or non-duty hours.
- C. The Association representative may request a visit with a unit member during the member's preparation and/or conference period(s) provided the visit does not interfere with assigned duties and the efficient operation of the school. Such request for visitation shall be granted unless the principal or his/her designee determines that the unit member is needed for school and/or District business; such visitation may be terminated by the principal if the unit member's services are needed in case of emergency.
- D. The principal shall meet monthly with an SEA site representative to discuss local school site matters.

**3.2 Bulletin Boards:**

The Association shall have the right to use at least one (1) institutional bulletin board at each site where unit members work. The Association shall be entitled to use the designated



employee bulletin boards for official communication, directed to unit members. To qualify as an official communication, the material must be endorsed by showing the name of an authorized Association representative. The Association shall be responsible for the content of all its information posted on school bulletin boards.

### 3.3 Daily Bulletin:

Space shall be provided in the staff information portion of official school bulletins for brief announcements of the Association and clarification of contractual deadlines. Such announcements shall be limited to necessary factual data - time, date, place, a brief statement of purpose, which shall not be related to any activity described in Article 9, Concerted Activities.

### 3.4 School Mail/Communication Equipment:

- A. The Association may use the District mail service and other communication equipment when materials are going to or coming from the Association office for communication to and from its unit members. Such use shall not interfere with the efficient operation of the District. The Association shall be responsible for the content of all information that it sends through the District mail or other communication systems. A courtesy copy of non-confidential, generally distributed items will be given to the Director of Labor Relations and the site principal at the appropriate time of distribution.
- B. Only the site representative or other officer of the Association is authorized to place materials in unit member's school mailboxes. Any communication placed in mailboxes shall give the name of the Association and an officer or representative of the Association.
- C. It is the responsibility of the Association to distribute Association materials at each school and/or at the District Administration Center by either placing the materials in individual mailboxes, the interschool mail service, or by personal delivery.

### 3.5 Release Time For Association Activities:

- A. The Association shall have the right to receive up to thirty (30) days of paid leave during a period of one (1) school year, to attend local, state, and national conferences and workshops. Such days may be applicable when the following conditions have been met:

#### 1. Method of Release

A request in writing, signed by the president of the Association, or his/her designee, shall be submitted to the Director of Labor Relations two (2) days prior to the requested leave time. This requirement may be waived by the Superintendent or his/her designee in special situations. Except for unusual

circumstances, the request shall be granted. If a substitute is required, the released teacher shall procure the substitute following normal District procedures.

2. Length of Release Time

Release time shall be taken in increments of one (1) day per specified unit member released.

3. Designation of Release Persons

The Association may specify the number of days and the specific unit member(s) to be released within the number of days authorized.

- B. The Association may authorize additional release time at Association expense up to a maximum of fifty (50) days per school year. Such release time shall be granted in accordance with Section 3.5.A.1 of this article. The Association shall upon receipt of District invoice, remit monies to the District for substitute costs of unit members on leave under this section. No costs shall be borne by the District under this section.
- C. The Association shall be provided any public information reasonably required and requested in writing such as class size, statistical reports, budgetary information, and other information which is pertinent to the unit members.

3.6 The following items shall be provided to the Association as soon as they are available:

- A. Copies of the J-90, J-200, P-I and P-2 shall be provided yearly.
- B. A copy of each site's master schedule including the size of each class shall be provided by the 12<sup>th</sup> student day of each semester.
- C. A list of newly hired and transferred unit members shall be provided after each Board of Trustees meeting.
- D. An annual report of the number of claims submitted, the number of claims paid, the number of appeals and the total dollar amount paid to unit members under Article 30, Replacement or Repair of Employee's Personal Property.
- E. Copies of tentative teacher allocations for each school.

3.7 The following items shall be made available to the Association upon written request:

- A. Names and addresses of all unit members who voluntarily provide such information to the District.

B. A list of unit members by seniority.

3.8 Release Time - Association Officials:

The Association President and elected officers, as identified by the Association, shall be granted a reduced teaching assignment or leave of absence without loss of compensation for the purpose of enabling the employee to serve as an elected officer.

The District shall pay the officer's salaries and fringe benefits. Pursuant to Education Code section 44987, the Association shall reimburse the District for all compensation paid to the Association President and elected officers on account of the leave. Compensation paid under this provision shall include any of the following actually paid by the District: salary, health benefits, statutory benefits, and retirement fund contributions. Leave shall be in accordance with Education Code section 44987 and may be granted on a yearly basis or on a semester basis. Should 44987 be amended, this section will be automatically amended to reflect any changes in the statute.

The District and the Association shall share the compensation costs for an officer on a reduced teaching assignment proportionally based on the FTE for the teaching assignment and with the remainder of the 1.0 FTE being allotted to the Association.

The full-time released Association president, or any other released officer, shall be guaranteed State Teachers Retirement System (STRS) participation and maintenance of seniority, annual sick leave, and personal necessity leave.

The Association president shall also be eligible for salary advancement and reclassification during the term of the approved leave.

Application for leave shall be submitted by May 15, for leave during Semester I, and by November 30, for leave during Semester II.

Timelines may be waived by mutual Agreement between the parties.

**The full-time released Association president, or any other released officer, will provide the District written notice of their intent to return from leave and shall be guaranteed the right to return to their certificated position at their prior site at the end of the designated leave period. Upon written notice that the Association president, or any other released officer, intends to return from leave sooner than the end of the designated period, the Association president, or any other released officer, will be returned to their certificated position at their prior site no later than the start of the next Semester.**

3.9 Upon returning to active employment with the District, the Association President and any elected officer taking leave under this provision shall be placed in the same position,

contingent upon the continued availability of that position, in which he or she was employed immediately prior to the leave.

3.10 The District will maintain an Association mailbox at the District Administration Center.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

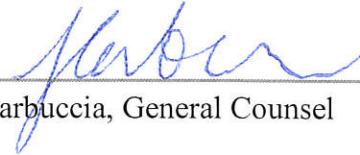
Ben Cassel, SEA Bargaining Team Member

Leo Hsu, SEA Bargaining Team Member

Colleen Cooke-Salas, SEA Bargaining Team Member

Liam Shoemake, Executive Director

**For the District:**



Jennifer Carbuccia, General Counsel

Scott Hendries, Director Labor Relations

Ana Maria Alvarez, Assistant Superintendent

Thomas Glover, Assistant Superintendent

Joe Fulcher, Assistant Superintendent

Bettina Batista, Principal

Jay Marquand, Director Alternative Education

Karen Michel, Chief Financial Officer

Thomas Winters, Director Education Technology

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 4, Adult Schools. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 4:



**ARTICLE 4**

**ADULT SCHOOLS**


Adult school unit members shall be covered by this article in lieu of Article 12, Duty Hours, Article 16, Faculty Advisory Committee, Article 33, Summer School/Intersession, Article 35, Transfer (with the exception of Section 35.2 and Section 35.6), and Article 36, Wages. Article 4, Adult Schools is applicable only to Adult School unit members and does not apply to 7-12 unit members.

**4.1 Duty Hours:**

- A. The hours may be increased by mutual consent between the unit member and his/her principal/supervisor. Each instructional hour in the adult school will consist of a maximum of sixty (60) minutes of instruction. Where classes are equal to or exceed 120 minutes in length, a fifteen (15) minute scheduled break shall be provided to unit members who are scheduled to be on duty both before and immediately following such a break.
- B. Unit members scheduled for four (4) breaks or fewer per week will receive a stipend of three hundred dollars (\$300) per semester. Unit members scheduled for five (5) or more breaks per week will received a stipend of six hundred dollars (\$600) per semester.
- C. Scheduled breaks may be waived upon mutual agreement of the principal and the unit member when at least one (1) of the following conditions exist:
  - 1. The class is held in a non-district facility; or
  - 2. There is a conflict in scheduling within a District facility due to a previously scheduled class.

 SEA  
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3. When a class cancellation occurs any associated stipend shall be prorated.
- D. Full-time Adult School teachers (full-time is defined as thirty [30] hours per week) shall work a maximum of one hundred seventy-five (175) workdays for the regular school year. The District shall negotiate the calendars in accordance with Article 6, Calendars & Work Year. Such calendar(s) shall be published to all unit members. After consultation with the Faculty Advisory Committee (FAC) and receipt of their advisory input, the principal/supervisor will determine the teaching schedule of each class.
- E. The following holidays and/or recess periods are recognized by the District:
1. Martin Luther King, Jr. Day
  2. Lincoln's Birthday
  3. Holiday declared by District for the Adult Schools in lieu of Admissions Day if holiday not observed on Admissions Day
  4. Washington's/President's Day
  5. Spring Recess Period
  6. Memorial Day
  7. Veteran's Day
  8. Thanksgiving Day
  9. Day after Thanksgiving
  10. Winter Recess Period
  11. Cesar Chavez Day
  12. Fall Recess Period
- F. Adult School classes may remain open during winter and spring recess periods for the purpose of holding scheduled classes maintained in factories, commercial enterprises, or institutions.
- G. Adult School teacher regularly assigned 1-30 hours or more per week shall be assigned six (6) hours of pre-school time, at least ~~one (1)~~ **two (2)** hours of which will be devoted to **teacher** preparation and the remainder devoted to scheduled activities. **Unit members will use their professional judgement as to how their preparation time will be used while onsite. Any site scheduled activities will occur in the first two hours of the day.** These activities will be discussed as part of the agenda of the Adult Education Committee. Participation in scheduled activities during these duty hours is required. In the event of the need to take leave, all other provisions of this agreement are applicable. This provision is applicable to permanent, probationary and temporary teachers.
- H. The duty hours of Adult School unit members shall not exceed forty (40) hours per week unless mutually agreed to by the unit members and his/her principal/supervisor

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#### 4.2 Assignment and Transfer:

##### A. Initial Assignments

1. Adult School teachers shall be assigned according to the staffing needs of the District Adult Schools. Said assignments shall be consistent with the tenure requirements of the Education Code. Such staffing needs and development of the master schedule shall be discussed with the FAC prior to implementation. The assignment of an Adult School teacher may include more than one (1) adult school and/or site.
2. Assignments shall not be made in an arbitrary or capricious manner.


##### B. Assignment of Additional Hours

1. Adult School teachers will be selected for additional teaching hours based on staffing needs as determined by the principal, using the following criteria:
  - a. Program needs **as presented to FAC before posting**
  - ~~b. Availability~~
  - e.b. Compliance of tenure hours requirements under the provisions of the Education Code
  - ~~d.c.~~ Credential of applicants
  - e.d. Seniority
  - e. **Availability of unit members**

##### 2. Additional Hours:

Each semester, ~~temporary Adult School teachers who qualify under Section 4.2.B.5, and permanent and probationary teachers,~~ shall complete the Request for Additional Teaching Hours form (Appendix D) provided at each Adult School office. The Request for Additional Teaching Hours form must be completed and turned in by the last day of the preceding semester. The Request for Additional Teaching Hours form shall provide the bargaining unit member with an opportunity to identify his/her interest in teaching additional hours. The Request for Additional Teaching Hours form shall be distributed to the applicable sites.

~~A completed Request for Additional Teaching Hours form is required for consideration under Sections 4.2.B.3.~~

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3. When a teaching vacancy exists within the Adult School, the District shall offer the right of first refusal to any permanent Adult School teacher who is currently working under his/her tenure hours, is properly credentialed, and has not voluntarily reduced his/her hours for the semester in accordance with Appendix E, Section A of the Reduction of Teaching Hours form.

C. Transfer:

1. ~~The District shall post all open positions on the Human Resources webpage, and send copies via District email to the Association and to each member. provide all Adult School teachers written notice through posting regarding open teaching positions, via district email communication to each member to apprise all Adult School teachers of vacant teaching assignments.~~

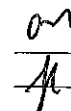
2. As of the Monday of the last full calendar week in June to the extent the District is aware of positions required to be filled for the next school year, the District shall post such positions. If a unit member gives notice of his or her resignation or retirement, dies, or otherwise separates from the District before the Friday before Thanksgiving, the District shall post such vacated position for the next semester.

An open position is any position on a site master schedule, regardless of funding source, which is not assigned to a permanent, probationary, or temporary unit member. Any position funded by a grant which requires the identification of a specific unit member to be assigned shall not be posted. However, if the specifically identified unit member vacates the position, then that position shall be posted subject to the posting provisions of this article, and where otherwise permitted by the grant.

3. Starting with the fourth week of each semester, vacant positions for each Adult School will be communicated via district email using **the existing Human Resource process** to each member each Monday until the end of the semester.

Starting with the fourth week of each semester, all open positions for each Adult School will be posted. ~~in a specifically designated location at each Adult School office.~~

~~No assignment will be filled before Monday of the week following the one in which the assignment is announced.~~

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4. Adult School teachers with permanent status may apply for positions for which they qualify in the 7-12 programs in accordance with Section 35.2 – Voluntary Process and Section 35.6 – Transfer from Adult School.
5. Teachers transferring from the adult education program to the 7-12 program shall be given step credit based on their years of service in the Adult School program. One (1) year of credit shall be given for each year of service in which the teacher has worked nineteen (19) hours a week for seventy-five percent (75%) of the school year. (See Appendix C-5)
6. **Upon request, one (1) day of instruction free duty time for preparation and orientation shall be allocated to unit members who are involuntarily transferred to a different school is school is already in session. In order to facilitate the change, custodial services shall be provided to the unit member, upon request.**

D. Reassignment:

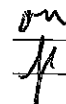
All reassignments of permanent and probationary Adult School teachers from site to site or reassignments within the site in the Adult School system shall be accomplished in accordance with the following:

1. Permanent and probationary Adult School teachers shall be consulted prior to any reassignment.
2. The topic of reassignment shall be part of the FAC agenda. Whenever possible, specific potential reassignments will be discussed with FAC prior to the reassignment taking place.
3. No reassignment shall be made arbitrarily or capriciously.
- 3.4. **Bargaining unit members who are reassigned may request a written statement indicating the rationale which shall be signed by the Principal and the Association Representative.**

4.4 Faculty Advisory Committee:

A. Definition

The Faculty Advisory Committee (FAC) is an advisory committee to the principal and chaired by the principal for the discussion of curriculum and instructional

 SEA  
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Issues.

B. Purpose

The purpose of the committee is to discuss implementation of curricula and instructional issues which directly affect the school, including curriculum development, school instructional site budget, master schedule, class closures, grants, split schedules, reassignments and other topics specifically related to curriculum and instruction as determined by the principal and members of the committee.

C. Composition of the Faculty Advisory Committee

The FAC at the Chula Vista Adult School, National City Adult School, Montgomery Adult School, and San Ysidro Adult School shall consist of three ~~(3)~~**four (4)** bargaining unit members, the Association selected site representative, a member from the counseling department and the school principal. The bargaining unit members shall be elected democratically by **each department. The four (4) bargaining unit members shall be filled with representatives from the following departments:** ~~an at-large election conducted by the SEA site representative.~~

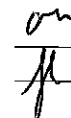
1. English as a Second Language/Citizenship
2. High School/High School Equivalency
3. Career and Technical Education
4. Adult Basic Education/Teachers Not Assigned to the other departments

**In the event that no member from a department above is willing or able to serve, then the position shall be elected democratically by Adult School Site Bargaining Unit Members as an At Large Position.**

**An Association Site representative shall conduct each department's election. If a tie exists, a run-off election involving only the tied nominees will be held.**

D. Selection

1. By the end of the first school month in each school year, the unit members at each of the four (4) adult schools (Chula Vista Adult, National City Adult, Montgomery Adult, and San Ysidro Adult) shall elect an FAC. Each bargaining unit member shall have an opportunity to nominate himself/herself or be nominated by another member of the bargaining unit to serve on the FAC **in their appropriate department.** The election ballot will be composed of those teachers nominated and who are willing to serve. All bargaining unit members shall have the opportunity to vote.

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2. If a tie exists, a run-off election for that position(s) will be held. The run-off election will consist of bargaining unit members who tied for the position(s) in the previous election.
  3. If a vacancy develops after the initial election, the FAC shall have a special at-large election to fill the vacant seat(s). The same election procedures will be followed during the special election. A site representative of the Association shall conduct the election.
- E. A draft master schedule which contains proposed assignments for the following fall semester will be presented to the FAC during an FAC meeting no later than two (2) weeks prior to the end of semester II.
- F. Unit members may appeal to the FAC for review of master schedule assignments. If necessary to accommodate appeals, an FAC meeting will be held no later than one (1) week prior to the end of semester II.

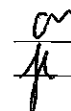
Bargaining unit members making the appeal may request from the FAC a written statement indicating the rationale for the committee's recommendation(s). The recommendation of the FAC shall be limited to the committee members. Any written rationale shall be signed by the principal and the Association's representative to the FAC.

#### G. Compensation

Compensation to elected members of the FAC shall be established in Appendix C-4.

#### H. Meetings

1. Meetings will be held at least once a month. Additional meetings may be held each month if agreed to by the principal and members of the FAC.
2. The agenda will be mutually developed by the principal and members of the FAC.
3. Minutes of the FAC meetings shall be recorded by a person mutually selected by the FAC and the principal. Minutes of the FAC meetings shall be posted, one (1) copy distributed to each unit member as soon as possible following the completion of the meeting. The minutes shall reflect the mutual concurrence of the principal and the committee members relative to the content of the minutes.
4. The FAC serves in an advisory capacity to the principal to deal with curriculum

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and instructional issues as specified in Section 4.4.B.

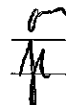
5. The master schedule shall be on the agenda and discussed at FAC meetings at least once per month during ~~April and May~~ **March, April and May** for the first semester and during ~~November and December~~ **October, November, and December** for the second semester.

6. A schedule of meeting times is to be determined by a consensus of the FAC and the site principal at times that will not conflict with scheduled teaching hours for the FAC members.

#### 4.10 Evaluation;

##### Purpose of Evaluation Procedures:

- A. The expressed purpose of the evaluation procedures outlined in this section is the improvement of instruction and the professional growth of the certificated unit members in the Adult Education Program. Evaluation and assessment of each unit member shall be made on a continuing basis as follows:
1. At least once each school year for probationary unit members
  2. At least every other year for unit members with permanent status
  3. At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and the unit member, being evaluated agree. The unit member or the evaluator may withdraw consent at any time. Consent may not be withdrawn for arbitrary or capricious reasons.
  - 4.
  5. ~~Unit members with temporary status are not required to be evaluated; however, employee may be evaluated upon request of the unit member~~ **or site administrator. Unit members with temporary status will be evaluated any semester that they have earned enough hours to considered on a "probationary track".**
- B. The procedures detailing the evaluation of teachers are designed to operate in an atmosphere of mutual agreement and professional respect. Where it becomes necessary to resolve and remediate problems in classroom instruction, these procedures continue to operate in that same atmosphere of mutual agreement and professional respect. However, it is understood that some instructional problems may not be resolved within the guidelines of these procedures. In such cases, other articles of this contract will apply.

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- C. The focus of the evaluation will be the evaluation plan, the teachers' job description, the requirements in the Education Code, and the California Standards for the Teaching Profession. The standards to be used are:
1. Engaging and Support All Students in Learning
  2. Creating and Maintaining Effective Environments for Student Learning
  3. Understanding and Organizing Subject Matter for Student Learning
  4. Planning Instruction and Designing Learning Experiences for All Students
  5. Assessing Student Learning
  6. Developing as a Professional Educator
  7. Progress of Students toward District or State Standards

4.11 Personal and Academic Freedom:

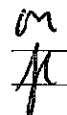
- A. The personal life of a unit member shall not be a subject of this formal evaluation procedure.
- B. The right to study any controversial issue in the classroom, related to the objectives of that class, which has political, economic, or social significance and is not in conflict with Board policy, shall not be a subject of this evaluation procedure.

**1. Handling Disputes**

When a dispute arises during the evaluation process, a meeting with a member of Human Resources, the Association, the site evaluator and the unit member may be scheduled by either the evaluator or the unit member. Disputes concerning the development of the growth plan are not subject to this section. However, disputes over changes to the established growth plan will be subject to this section.

**2. Evaluation Time Limits**

- a. Within thirty (30) duty days of the beginning of school, a meeting between the evaluator and the unit member being evaluated shall be held to discuss procedures.

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
- b. Within thirty (30) duty days of the initial meeting, unit members shall submit their growth plan to the evaluator.
- c. Evaluations must be completed and signed by both evaluator and unit member not later than April 30.
- d. In the event that a unit member may be rated as less than satisfactory, an assistance plan shall be developed by the end of the first week of the second semester.

**3. Establishing a Professional Growth Plan**

- a. The requirements of the Professional Growth Track are designed to give maximum flexibility to both the evaluator and the unit members being evaluated in fixing dates for meetings, observations and discussions.
- b. Individual growth plans will be submitted by unit members within thirty (30) duty days of the meeting to discuss the growth plans as described above. The focus of the growth plan will be one (1) or two (2) of the standards. The various aspects of the plan-details, purposes, measures of progress within this plan-may be discussed with the evaluator. It is the intent that both the evaluator and the unit member will agree on the details of this plan. The District and/or the Association may propose a list of professional growth activities for unit members to consider, but such a list is advisory, and is only meant to offer suggestions and assistance.
- c. If there is any continuing or unresolved disagreement between the evaluator and unit member over the details of this plan, then the unit member will make the final decisions concerning the content, purpose, direction and/or scope of the plan.
- d. Other meetings to discuss the progress of the professional growth plan may be held at any time in the second semester with the dates and times determined by mutual agreement. This program of professional growth will be discussed with the evaluator and a statement of achievement or progress will be given to the evaluator prior to the summary evaluation conference.

**4. Classroom Observations and Conferences**

- a. Formal observation(s) will be scheduled at a mutually agreed

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upon time.

- b. Unscheduled, informal observations may be made by the administrator.
- c. Conferences following an observation will be scheduled at a mutually agreed upon time.
- d. Both classroom observations and conferences may be waived by mutual consent, but if either party wishes to schedule a formal observation or a conference, then arrangements will be made at a mutually convenient time.

*(No suggested changes at this time for the remainder of the Article)*

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuoccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources



**Tentative Agreement**  
**Between Sweetwater Education Association**  
**And Sweetwater Union High School District**  
**April 13, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 5, Alternative Education. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 5:

**ARTICLE 5**

**(ALTERNATIVE EDUCATION)**

**5.1    Definition:**

- A.    Alternative education provides methods of adapting educational programs to meet the individual needs of students and at the same time providing a vehicle for examining new ways of learning in a changing society. For the purpose of this Agreement, Alternative Education **includes those schools and services described below in section 5.2.** ~~continuation schools, and any program/school that falls outside of the comprehensive high school.~~
- B.    Prior to implementation of any **services, program,** or position of Alternative Education that requires a deviation from the Collective Bargaining Agreement and upon the demand to bargain by the Association, the parties agree to meet and negotiate as soon as possible on the impacts and effects of the terms and conditions of employment of unit members serving in ~~any Program of Alternative Education~~ **schools or services** not currently referred to in this Agreement.

**5.2    Alternative schools and ~~services programs~~ referred to specifically in this article are:**

- A.    Palomar High School
- B.    Options Secondary School and Associated Programs
- C.    Learning Centers
- D.    Community Day School
- E.    Individualized Instruction Teacher/Independent Study ~~Services Program~~
- F.    **Home Hospital Education**
- G.    **Teen Parent Education Program**
- H.    **Alta Vista Academy**

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5.3 Modifications:

The parties agree to the following modifications to the provisions of Articles 1-36 of this Agreement as they affect unit members serving at schools and/or **services Programs** of Alternative Education delineated in Section 5.2 above. All provisions of Articles 1-36, not modified herein, shall apply as they affect unit members serving at schools or **services** in **Programs** of Alternative Education.

**A. Palomar High School**

All transfers into or out of a Palomar High School schedule shall be in accordance with Article 35, Transfer.

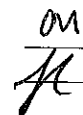
1. The Palomar High School calendar shall be established in accordance with Article 6, Calendars & Work Year.
2. The extended day **services program** at Palomar High School shall consist of a ten (10) period day. The on-site duty hours for unit members shall be seven (7) hours and fifteen (15) minutes including a duty free lunch.

Due to the unique ten (10) period schedule at ~~of the~~ Palomar High School ~~program~~, a unit member's duty free lunch period will be designated as a block of time corresponding to one (1) of the periods that falls within the unit members seven (7) hour and fifteen (15) minute duty day. In construction of the master schedule, all attempts will be made by the principal to comply with the unit member's expressed needs when designating his/hers duty free lunch period.

This designation shall not be made in an arbitrary or capricious manner. By mutual agreement of the site principal and the unit member, a member's lunch period and preparation period may be interchanged.

This supersedes the provisions of Section 12.1 of this Agreement.

3. The average class size at Palomar High School shall not exceed twenty- one to one (21:1) excluding physical education, work experience, and independent study. This twenty-one to one (21:1) average represents a school-wide average.
4. The Palomar High School FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

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The at-large FAC members will be democratically selected by the end of the third week of semester I each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

5. For the purpose of STRS contributions a 1.0 FTE shall be based on a one hundred **eighty seven (187)** ~~four (184)~~ day work year. Additional workdays shall be counted in the calculation of benefits in accordance with STRS regulations.

#### **B. Options Secondary School**

1. Work Year: A minimum of one hundred **eighty seven (187)** ~~four (184)~~ workdays in a flexible calendar, which may include elements of both traditional and year round schedules, shall be assigned to unit members in the program.
2. Workday/Workweek: The regular workday will be in accordance with Article 12. However, the workday may be established between the hours of 7:00 a.m. and 9:00 p.m. Current employees in the program will not be arbitrarily placed in positions which dramatically change their current hours.
3. FAC: The Options Secondary FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

The at-large FAC members will be democratically selected by the end of the third week of September each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

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C. **Learning Centers**

1. Teachers assigned full-time to the Learning Centers shall be compensated in accordance with the regular salary schedule plus an additional one-sixth (1/6) per diem.
2. Full-time teachers shall be assigned to an eight and one-quarter (8¼) hour workday, including a thirty (30) minute duty free lunch. Teachers shall be assigned up to three (3) two (2) hour instructional blocks of time. The remaining time shall be for conference and preparation.

Fifty five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the Director of Alternative Education.

3. STRS credit shall be in accordance with STRS regulations. (See Appendix C-11)
4. A minimum of two hundred and **eight (208) five (205)**-workdays shall be assigned to unit members in the school which may be different from the regular work year calendar. Time off without pay shall be developed with input from the Learning Centers with the approval of the Director of Alternative Education.

The Director of Alternative Education ~~Programs~~ will determine the number of available workdays for each year. The work year schedule, including scheduled hours of assignment, will be established by the Director of Alternative Education after first consulting with the Learning Centers team at each site. The basic work year schedule will be established by the Director of Alternative Education by June 1 of each year. Additional workdays, which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay based upon section 5.3.B.1 above. Additional workdays are voluntary.

The Director of Alternative Education and the Learning Centers team will discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon between the Director of Alternative Education and the Learning Centers team. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon service with the District. No job-a-likes will be scheduled off during the same time period unless waived by the Director of Alternative Education.

5. Faculty Advisory Committee (FAC): The Learning Centers FAC will be composed of the Director of Alternative Education, who will serve as chairperson, the Association Learning Center selected representative and four (4) at-large unit member representatives from different satellite locations and one (1) counselor.

The at-large FAC members will be democratically selected by the end of the third week of semester each year. Satellite unit members may nominate themselves or be nominated by their peers. An Association Learning Centers site representative shall conduct the election. All Learning Centers ~~satellite~~ unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

6. Transfers: There is recognition that student needs and services may result in transfer of unit members, within the Learning Centers, which may be involuntary or administrative. Transfers will follow contract language as defined in Article 35, Transfer.

#### **D. Community Day School**

1. Teachers assigned full-time to the Community Day School shall be compensated in accordance with the regular teacher's salary schedule plus an additional one-sixth (1/6) per diem.
2. Full-time teachers shall be assigned to an eight and one-quarter (8¼) hour workday including a thirty (30) minute duty free lunch. Teachers shall be assigned 360 instructional minutes. The remaining time shall be for conference and preparation.

Fifty-five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the Director of Alternative Education.

3. STRS credit shall be in accordance with STRS regulations.
4. A minimum of one hundred eighty **seven (187)** ~~four (184)~~ workdays in a flexible calendar shall be assigned to unit members in the school ~~and/or services in program~~ which may be different from the regular work year calendar. Time off without pay shall be developed with input from the staff

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with the approval of the ~~Director of Alternative Education, Assistant Superintendent of Equity, Culture and Support Services and/or his/her administrative designee.~~

The work year schedule, including scheduled hours of assignment, will be established by the ~~Director of Alternative Education or his/hers designee, Assistant Superintendent of Equity, Culture and Support Services and/or his/her administrative designee~~ after first consulting with the Community Day School staff. The basic work year schedule will be established by June 1 of each year. Additional workdays which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay.

The ~~Assistant Superintendent of Equity, Culture and Support Services and/or his/her administrative designee~~ **Director of Alternative Education** or his/her designee and Community Day School staff will discuss time off periods for the purpose of scheduling non-duty days for individual unit members.

It is the intent of the parties that time off will be mutually agreed upon. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon service with the District.

5. Alta Vista Academy work calendar shall be **208** 205 days. The Salary Schedule shall be defined in Appendix C-10 **11**.

**E. Individualized Instruction Teachers/Independent Study Services Program**

The parties recognize the special needs of individual students in the District. All special education students placed on home study per the student's IEP team, those students with a temporary physical disablement, chronically ill students, and independent study students may be served by the individualized instruction/independent study ~~services program~~.

1. Teaching positions for the individualized instruction teachers/independent study ~~services program~~ shall be made equitably and as needed. Teachers in this position will be assigned to a seven and one-quarter (7¼) hour workday during the regular school year of one hundred eighty-seven (187) ~~four (184) days~~.
2. The work year will have a flexible 7-12 school calendar in accordance with this Agreement. Additional workdays may be less than seven and one quarter (7 ¼) hours, but at least three (3) hours.

Compensation shall be pro rata per diem when assignment is based on fulltime independent study students. Otherwise, compensation shall be based on the Summer School hourly rate.

Additional workdays will be determined by mutual consent between the individualized instruction/independent study teacher and the administrator in charge. The District will notify teachers at least thirty (30) days prior to the extended assignment. Teachers have ten (10) workdays to respond to the offer of an extended work year.

3. The seven and one-quarter (7¼) hour workday may be established between the hours of 7:00 a.m. to 9:00 p.m. Monday - Thursday, and 7:00 a.m. to 6:00 p.m. Friday. Students will be assigned to a schedule upon intake. Changes to the schedule after intake must be reviewed by the program administrator.
4. Teachers may meet students at the students' homes, school site, or in District approved public meeting places. If the environment of the individualized instruction of a student is deemed by the individualized instruction teacher/independent study teacher to be unsanitary or unsafe, the individualized instruction teacher/independent study teacher may, with the approval of the administrator in charge, require the student to meet at a mutually agreeable site. All provisions of Article 31, Safety Conditions of Employment, apply to this section.
5. Mileage, which is pre-approved, will be paid at prevailing District rate per mile for all necessary work related trips. Requests for mileage reimbursement will be submitted by the unit member by the last duty day of each month for the previous month. This includes, but is not limited to, trips to libraries, students' homes, school sites, or other designated student/teacher work sites.
6. Once a month all individualized instruction teachers/independent study teachers shall have a common three (3) hour block during their workday for in-service/staff meetings.
7. STRS credit shall be in accordance with STRS regulations.
8. Individualized instruction teachers/independent study teachers will receive credit on the salary schedule for prior full years served in the District in a certificated position in accordance with Appendix B-1 (Salary Classification and Salary Reclassification).
9. All other provisions of this Agreement with the Association shall apply to this position, except for those modified by this Agreement.

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10. Individualized instruction teacher/independent study teachers may be assigned substitute teaching jobs in the Independent Study High School and/or be assigned other teacher related assignments or duties as deemed necessary by the Director of Alternative Education.

**F. Faculty Advisory Committee (FAC)**

1. FAC: The Independent Study FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.
2. The at-large FAC members will be democratically selected by the end of the third week of September each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run-off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.
3. If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel

Tentative Agreement between the  
**Sweetwater Union High School to**  
**Sweetwater Education Association**

**ARTICLE 6**

**March 1, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 6, Calendar & Work Year. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

**CALENDARS & WORK YEAR**

**(Traditional and Alternative)**

**School Calendars:**

- 6.1 The school calendar shall be consistent with all other provisions of the Agreement.
- 6.2 The District shall negotiate the work year of bargaining unit members prior to adoption of the school calendar.
- 6.3 The District and the Association shall negotiate school calendars during the term of this Agreement.
- 6.4 The parties agree to meet to begin negotiating the work year no later than December 1 of each year.

6.5 Work Year:

- A. Commencing with the 2017-2018 school year, the work year for 7-12 school unit members, including full-time unit members who transfer into or out of an alternative work year position, shall be increased from one hundred eighty-four (184) to one hundred eighty-seven (187) duty days. (References to increased work year in 6.8, 6.10, 6.11, and 6.16 shall also go into effect commencing in the 2017-2018 school year). This shall include:

- 1. One hundred eighty (180) instructional days
- 2. Seven (7) ~~Four (4)~~ non-instructional days as identified by the calendar

- B. The following holidays and/or recess periods are recognized by the District as non-duty days/periods:



1. Lincoln Day
2. Holiday declared by the District in lieu of Admissions Day if holiday not observed on Admissions Day
3. Washington Day
4. Spring recess period
5. Memorial Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Winter recess period
10. Martin Luther King, Jr. Day
11. Cesar Chavez Day
12. Fall recess period

- C. On the last working day of each school year covered by this Agreement, unit members at each site may participate in end of the year programs, a portion of which may occur at locations off site.

**Alternative Work Year:**

- 6.6 The Sweetwater Union High School District and the Sweetwater Education Association/CTA/NEA, the exclusive representative of the teacher unit, agree that the District may establish an alternative work year. Unit members shall be compensated in accordance with the salary schedule for regular day school classroom teachers, found in Appendix C-1 of the Collective Bargaining Agreement.
- 6.7 The decision to convert to an alternative work year/school year calendar shall be in accordance with school board policy.
- 6.8 The work year schedule shall be one hundred eighty seven (187)~~four (184)~~ workdays, unless otherwise stated in the contract.
- 6.9 For the first year of the alternative work year calendar, the District will transfer unit members out of the alternative work year assignment to another site that has a traditional work year schedule, if requested by the unit member by May 15 of the school year preceding the schedule change.
- 6.10 The provisions of Article 35, Transfer, shall apply to schools with alternative work years. Unit members assigned to alternative work year positions shall be given the opportunity to apply for transfer pursuant to Article 35. All transfers into or out of an alternative work year schedule shall be accomplished in accordance with the Collective Bargaining Agreement. The work year of a full-time unit member who transfers into or out of the alternative work year school, shall be guaranteed one hundred eighty~~-four (184)~~ seven (187) workdays unless otherwise specified in Section 6.5. Alternative work year is defined as an alternative to the 7-12 work year provided for in Section 6.5.

- 6.11 Participation in an alternative work year schedule does not change the unit member's status or benefits in the STRS. STRS contribution shall be based on a one hundred eighty-~~seven~~ ~~four~~ (184) (187) day work year. Participation in STRS shall be in accordance with STRS regulations.
- 6.12 Unit members at the site shall be offered Intersession assignments in accordance with Article 33, Summer School/Intersession, Section 33.1.C. If selected, they shall be compensated at the Summer School hourly rate of pay for the number of hours they are assigned to work.
- 6.13 Intersession assignments shall be voluntary. Once a unit member is selected for Intersession, he/she may be assigned to extra duty supervision assignments in accordance with the Collective Bargaining Agreement. Extra duty supervision assignments during Intersession shall be made first on a voluntary basis. Compensation shall be in accordance with the Collective Bargaining Agreement. Unit members not assigned to Intersession may not be assigned to extra duty supervision assignments during the Intersession, but may volunteer. This provision shall also apply to all schools currently participating in a year-round schedule.
- 6.14 Unit members assigned to an alternative work year schedule, or year-round calendar, may volunteer for placement on the substitute teacher list during Intersession or breaks for traditional calendar schools.
- 6.15 Salary schedule reclassification for alternative work year unit members shall be July 1.
- 6.16 SDC/SH Assignments:
- A. A classroom teacher serving in regular SDC/SH assignments shall be assigned to a one hundred eighty-~~seven~~ ~~four~~ (187) (184) day work year. The work year may be extended by the District. The extended work year pay shall be pro rata per diem.
  - B. If more extended year positions are available than there are regular SDC/SH teachers applying to fill the positions, the positions will be posted within the District.
  - C. If there are more regular SDC/SH teachers who apply to work extended year than there are positions, the District shall hire on the basis of District seniority. The teachers not hired for extended year are not excluded from applying for the regular Summer School/Intersession program at the Summer School/Intersession rate of pay.
  - D. Part of the SDC/SH Program may include the students attending a camp. Teachers will attend camp on a voluntary basis to supervise students. Teachers not attending camp will supervise students in SDC/SH who are not attending camp. If there is not a sufficient number of volunteer's to supervise students at camp, the District may assign teachers to attend camp on the basis of least



seniority in the District.

- E. Teachers who feed or monitor handicapped students during lunch receive per diem pro rata pay for this duty.
- F. A school nurse required to work with SDC/SH students during summer school shall be paid ~~pro~~pro-ratae per diem.

6.17 Library Media Teachers/Nurses Work Year:

The District and the Association recognize the need to support Library Media Teachers and school nurses in their efforts to keep schools functioning at an optimal level. Therefore, the District agrees to provide Library Media Teachers and school nurses with the opportunity to extend their work year by up to ten (10) extra days by mutual consent between the unit member and the District. The pay for this work will be pro rata per diem. The principal and unit member shall determine ~~be responsible for determining~~ when such days will be utilized, by mutual agreement.

6.18 Teacher Pre-Service Days and In-Service Days and Full Days:

When the calendar provides for pre-service days, the second half of each pre-service day shall be dedicated solely to individual teacher preparation time.

When the calendar provides for in-service days, the second half of each duty day shall be dedicated solely to individual teacher preparation time.

All pre-service and in-service days will have three (3) hours of district directed professional development time, a thirty (30) minute duty free lunch, and the remaining three and three-quarter (3.75) hours will be used according to Article 12.7. **Preparation Period.**

**All Full day district directed professional development days comprised of a 6.75 hour duty day** will have two (2) fifteen (15) minute breaks and a thirty (30) minute duty free lunch. ~~All district wide pre-service and in-service days will have three (3) hours of professional development, a thirty (30) minute duty free lunch, and the remaining three and three-quarter (3.75) hours will be used according to Article 12.7—Preparation Period.~~

6.19 Commencing with the 2017-2018 work year, three (3) non-instructional days will be added to the work year to increase it from one hundred and eighty-four (184) to one hundred and eighty-seven (187) days.

One (1) day will be a pre-service day, as defined in this article above.

Two (2) days will be full day district directed professional development days, as defined in this article above.

Appendix C1 (7-12 Day School Certificated Unit Members) and Appendix C11 (Salary Schedule for 205 Day Teachers Learning Centers and Alta Vista) shall be adjusted by the appropriate percentage to reflect the increase of three days in an employee's designated work year. For example, for the one hundred and eighty-four day calendar move to one hundred and eighty-seven day calendar would result in a 1.63% increase (.54% per day).

If the District's Local Control Funding Formula level falls below the 2016/2017 funding levels, the parties agree that upon notice of such action either party may reopen this article. Parties agree to meet and determine the exact amount of LCFF funding for 2016/2017 as the baseline by ratification of this Agreement.

Parties agree that for the 2017-2018 school year, the negotiated calendar is attached to this proposal, but that this italicized language and specific dates agreed to will not be included in the contract language. For ease, the parties have noted that the new days to be included will fall on July 19, 2017, October 3, 2017, and January 9, 2018.

For the Association:



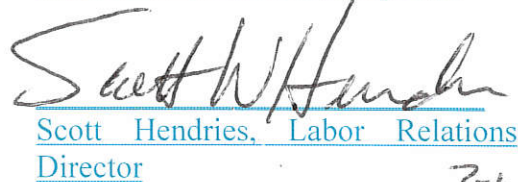
Ola Hadi, SEA Bargaining Chairperson

For the District:



Jennifer Carbuccia,  
General Counsel

Thomas Glover, Assist. Supt HR



Scott Hendries, Labor Relations  
Director

3-1-17  
5:50

**Tentative Agreement**  
**Between Sweetwater Education Association**  
**And Sweetwater Union High School District**  
**May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 7, Class Size. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 7:

**ARTICLE 7**

**CLASS SIZE**

~~7.1 Effective the 2013-2014 school year, the allocation of full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed thirty-one to one (31:1).~~

~~Effective the 2014-2015 school year, the allocation of full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed thirty to one (30:1).~~

~~7.27.1 Effective the 2015-2016~~ **2016-2017** school year, ~~The allocation of full-time equivalent 7-12 school classroom teachers, for staffing purposes only, shall not exceed twenty-eight to one (28:1).~~

These allocations shall be based on a six (6) period workday, and shall be calculated pursuant to administrative estimates of expected enrollments during the third school month of each semester.

The parties also agree that the special needs of pupils may require the reduction of the average class size for certain classes. Pupils in special education classes, alternative classes, opportunity classes, special day classes for work experience, physically handicapped classes, and study hall are excluded from the enrolment estimates for purposes of determining the aforementioned allocation. ~~The District is not required to fund additional teachers above the thirty-one to one (31:1) for the 2013-2014 school year, thirty to one (30:1) for the 2014-2015 school year, and twenty-eight to one (28:1) for the 2015-2016 school year staffing ratio in order to comply with Sections 7.3 and 7.5.~~

~~7.37.2~~ Staffing adjustments needed to meet this ratio in Section 7.1 at any 7-12 school shall be made as necessary dependent upon student enrollment. When 7-12 staffing indicates a change of .2 FTE or more, staffing will be adjusted accordingly.

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7.47.3 A. Total Student Contacts: With the exception of physical education teachers, fine arts teachers, music, band, dance, chorus, drama, study hall and teachers teaching a sixth period; no teacher shall be required to have a *total* daily class-size student contacts beyond one hundred eighty two (182) for the 2013-2014 school year, one hundred eighty (180) for the 2014-2015 school year, and one hundred seventy-six (176) for the 2015-2016 school year and thereafter.

B. PE Total Student Contacts: Effective July 1, 2013 through June 30, 2016~~2018~~, total class contacts for physical education teachers at high schools shall not exceed two hundred seventy-five (275) in a five (5) period day. ~~Effective 2013-2014 total class counts for physical education teachers at middle schools shall not exceed two hundred seventy-five (275) in a five (5) period day. Effective 2014-2015, total class contacts for physical education at middle schools shall not exceed two hundred sixty-five (265) in a five (5) period day. Effective 2015-2016, total class contacts for physical education teachers at middle schools~~ **and effective 2018-2019 total contacts for physical education teachers at high schools shall not exceed two hundred fifty-five (255) in a five (5) period day.**

C. Proration: Effective July 1, 2017, a teacher teaching courses with different class contacts shall have their student contacts prorated.

**Example of Proration: Teaching position includes the following:**

**Period 1 English (176)**

**Period 2 English (176)**

**Period 3 Prep**

**Period 4 PE (255)**

**Period 5 PE (255)**

**Period 6 Health (176)**

$176/5 = 35.2 \times 3 = 105.6$  total contacts for 2 English courses and 1 Health course and  $255/5 = 51 \times 2 = 102$  total contacts for 2 PE courses. These two sets of numbers do not become a combined number when establishing a teacher's total student contacts.

**Part-time teachers shall have their pupil contacts prorated as set forth above.**

~~Teachers who teach physical education part time shall have their pupil contacts prorated.~~ The District will provide training to site administrators to enhance their ability to balance classes over the student day, **including uncapped classes with an emphasis placed on VAPA courses.**

Special education students included in the general education program shall be counted within the student contact limits of this section.

7.57.4 The maximum class sizes in all 7-12 school special education classes shall not exceed state maximum limitations including waivers.

7.67.5 ~~Bilingual, ELD, SDC, and physical education~~ **Other** classes will be capped as follows:

- a. Bilingual classes will be capped at thirty (30)
- b. English Language Development (ELD) classes—and Academic Language Development (ALD) classes will be capped at twenty-five (25)
- c. **SDC (Special Day Classes)/Fundamentals, Moderate/Severe, Moderate and Emotional Disturbed** classes will be staffed at a district average of fifteen (15). ~~The district will provide data on SDC class sizes for each site no later than the 15<sup>th</sup> instructional day of each semester.~~ **will be addressed in Article 37 (Special Education).**

~~For the 2013-2014 school year, physical education classes will be capped at sixty (60).~~

~~For the 2014-2015 and 2015-2016 school years, physical education classes at high schools will be capped at fifty-five (55).~~

~~For the 2013-2014 school year, physical education classes at middle schools will be capped at sixty (60).~~

~~For the 2014-2015 school year, physical education classes at middle schools will be capped at fifty-five (55).~~

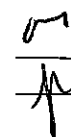
- d. ~~For the~~ **Beginning with the 2015-2016 school year, physical education classes at middle schools will be capped at fifty-one (51). Beginning with the 2018-2019 school year, each physical education teacher's classes at high schools will be capped at a daily average of 51, but not to exceed a physical education class cap of 55.**

The District will achieve these enrollment caps not later than the tenth duty day after the start of each semester during the term of the Collective Bargaining Agreement. Following the second week of each semester, a maximum of two (2) additional students above the caps may be placed in each bilingual or ELD class to accommodate students who enroll at a site after the end of the second week of each semester.

7.77.6 An attempt will be made by the principal to limit class sizes for all shop, industrial arts, and home economics classes to the number of stations in those classrooms and every effort will be made to maintain assigned stations in working order.

7.87.7 Enrollment in science classes shall be limited to the number of stations and every effort will be made to maintain assigned stations in working order.

Prior to the start of each school year covered by this contract, each site principal, the chair of each school's science department, and one (1) Association designated science teacher, shall walk through each science classroom at that school site to determine the number of students the laboratory facilities in each classroom can safely accommodate. Science classrooms surveyed will be those classrooms in which laboratory work occurs for any science class, including but not limited to physical, general and life science classes.

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Enrollment in science classes at each site will not exceed the number of students each science classroom can accommodate, as determined by the site principal, the chair of the science department, and one (1) Association designated science teacher. These classes include those science classes which are not regularly assigned to a classroom with lab facilities but use a classroom with lab facilities periodically throughout the semester.

The Superintendent and the Association shall each appoint four (4) members (or other such number as they mutually agree on) to serve on a joint committee to determine standards to be used in assessing science room capacity for the purposes of this section.

If, throughout the course of each semester, changes in school enrollment occur at a site which require placement of additional students above the cap in science classes, no more than two (2) additional students may be placed in each science class at that site during the semester. Each of these two (2) additional students must be:

- A. A student new to a school site needing a science course for graduation that year;
- B. A student who was enrolled in the same or comparable course at his or her prior school district or at another school site within the District; or
- C. A student exiting a bilingual science program with a need to continue science.

7.8 State funds allocated for class size reduction shall be applied in accordance with state guidelines.

*Not Contract Language:*

*District Superintendent and Leadership team commit to working with principals on training around balancing classes (as required in contract) and specifically work with them to work on lowering the class sizes in Art and Drama class.*

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**

Jennifer Carbuccia, General Counsel

Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources



**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

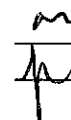
The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 8, Complaint Procedure. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 8:

**ARTICLE 8**

**COMPLAINT PROCEDURE**

- 8.1 This procedure shall apply to complaints regarding the conduct, performance, or statements of a bargaining unit member received by any District administrator or member of the Board from any student, parent or guardian of a Sweetwater Union High School District student, District employee, or member of the public.
- 8.2 This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves potential civil or criminal misconduct or is subject to investigation by a law enforcement agency.
- 8.3 This procedure shall not apply to any complaint regarding child abuse, ~~or discrimination~~, sexual harassment, for which the District has a specific policy, regulation or procedure which governs investigation and resolution of the matter.
- 8.4 Nothing in this article is intended to infringe upon the unit member's academic freedom rights as stated in Article 14, Evaluation.
- 8.5 **The Parties are committed to attempting to resolve verbal and written concerns or complaints at the lowest possible level.**
- 8.6 **The Parties recognize that as part of attempts to resolve complaints at either the informal or formal level, written statements may be gathered from witnesses. These statements do not alone constitute a Written Complaint.**
- 8.7 **Steps to be followed with verbal concerns or complaints:**
  - A. Within five (5) duty days of the receipt of a verbal concern or complaint, the supervisor shall notify the unit member against whom the concern or complaint is lodged.
  - B. The supervisor shall make an effort to resolve such concerns and complaints

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immediately. Resolution of verbal concerns or complaints shall include notification to the unit member that indicates:

1. The concern or complaint was without merit and dropped; or
2. The concern or complaint had merit and was resolved, or:
3. Where such concerns or complaints are not resolved within ten (10) duty days after notification of the unit member, such concerns or complaints will be dropped or reduced to writing by the complainant, and the procedures below in 8.8 shall be invoked.

A. ~~Further action may be taken pursuant to this or other appropriate articles of this Agreement.~~

~~If steps under Section 8.5 7 are not followed in regards to verbal concerns or complaints, these concerns or complaints may not be used in evaluation or discipline.~~

~~B. If the bargaining unit member against whom the concern or complaint was lodged requests a response in writing, a response will be provided~~

C. **If steps under Section 8.5 7 are not followed in regards to verbal concerns or complaints, these concerns or complaints may not be used in evaluation or discipline. (Moved)**

D. **If the bargaining unit member against whom the concern or complaint was lodged requests a response in writing, a response will be provided. (Moved)**

**8.8 Where a written complaint exists or when the matter was unable to be resolved informally as set forth in Section 8.7 B, the following procedure shall be invoked:**

A. ~~The complainant shall be referred promptly to the office of the Superintendent or his/hers designee. The appropriate administrator shall forward a copy of the written complaint or documentation from an investigation around a verbal complaint, to the affected unit member within five (5) duty days of receipt. of such complaint.~~

B. ~~However, if the complaint is filed against a unit member at a particular school site, the complainant shall be referred promptly to the principal, who shall serve as the immediate supervisor with respect to the procedures provided herein.~~

~~If the unit member is not employed at a particular site, the office of the Superintendent or his/her designee shall determine the identity of the immediate supervisor of the unit member who is the subject to the complaint and shall refer the complainant to the immediate supervisor.~~

C. If the matter is not resolved informally, the immediate supervisor shall request a conference as soon as is reasonably possible to discuss the complaint with the unit member, unless the immediate supervisor determines, with approval of the Superintendent or his/hers designee, that such conference would not be appropriate

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under the circumstances. The unit member may request, and a conference shall be held, within ten (10) duty days of such receipt.

- D. The principal/immediate supervisor shall make every effort to resolve complaints in a timely manner. Such efforts shall include processing complaints during non-duty days (i.e., summer) where the principal determines he/she can effectively process the complaint.
- E. Within twenty (20) duty days after the complaint surfaced, the principal/ immediate supervisor shall present a full report regarding the investigation, including copies of all statements and other relevant documents, to the unit member, Superintendent or his/hers designee.

Where disciplinary action will be taken against the unit member, a copy of the report and all statements and documents upon which the disciplinary action relies will be provided to the unit member.

- F. The Superintendent or his/hers designee shall make a determination as to the disposition of the matter, as soon as is reasonably possible and in no event later than ten (10) duty days after receipt of the report. The complainant will then be informed of the disposition of the matter.
- G. A bargaining unit member has the right to a conference with the immediate supervisor to discuss the resolution of any complaint filed under this article.
- H. Materials may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to any material that is placed in the file. This does not preclude the unit member from filing a grievance regarding this matter under Article 17, Grievance Procedure, of this Agreement.

I.

**Time Line Summary**

Number of Duty Days	Action Needed	Reference
5	Unit member notified of verbal complaint	Section 8.57
10	Complaint resolved, put in writing or dropped	Section 8.57.C
5	Unit member receives copy of written complaint	Section 8.68.A
10	Conference with unit member	Section 8.68.C
20	Report regarding investigation due	Section 8.68.E
10	Determination of disposition of matter	Section 8.68.F

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
April 13, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 10, Consultation Rights. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 10:

**ARTICLE 10**

**CONSULTATION RIGHTS**

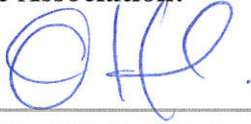
- 10.1 The Board recognizes the Association's right to consult on the definition of educational objectives, the determination of the content of courses, curricula, the selection of textbooks, and portfolios **for District school sites, including Middle and High School Alternative Education Programs.**
- 10.2 The Board further recognizes the Association's right to consult on the following matters:
- A. Pre-school orientation meetings
  - B.** Staff Development
  - B.C.** **Technology**
  - C.D.** PLC
  - D-E.** District sponsored in-service education and any other matters mutually agreed upon, but not covered in this Agreement.
- 10.3 When the Association elects to exercise its right to consult on the above mentioned matters, it may request a meeting with the Superintendent or his/hers designee. The request will be made in writing in a timely manner to the Superintendent or his/hers designee. Within ten (10) duty days, the Superintendent or his/hers designee will contact the Association to set a mutually acceptable date and time for such a meeting.

Representatives of the Association shall, upon request, be granted release time from their regular duties without salary deduction for any scheduled consultation meetings with the District in accordance with Article 3, Association Rights.

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10.4 Consultation Rights procedures found in this article shall be subject to Article 17, Grievance Procedure. A request to consult with the District on any item described in this article must be made in a timely manner by the Association in order for it to be subject to the grievance procedure.

**For the Association:**



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Ola Hadi, SEA Bargaining Chairperson

**For the District:**



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Jennifer Carbuccia, General Counsel



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Thomas Glover, Assistant Superintendent of  
Human Resources

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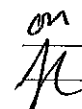
**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
April 13, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 11, Credential Incentive Programs. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 11:

**ARTICLE 11  
CREDENTIAL INCENTIVE PROGRAM**

- 11.1 The District shall reimburse unit members the cost of college tuition and credential and examination fees incurred while obtaining an additional credential in identified areas of need as determined by the District in accordance with the following criteria:
- A. Applicants must sign a commitment to teach for a minimum of three (3) years in the new subject area (if assigned) after acquisition of the new credential.
  - B. Applicants must acquire timeline and evaluation approval from the Division of Human Resources.
  - C. Applicants with a general credential equivalent shall be eligible in a teaching area if the unit member has not been working in the area within the last three (3) years and if it is not his/hers college major/minor.
  - D. Reimbursement of tuition and fees shall not exceed the prevailing rate established for the University of California, San Diego (UCSD) or San Diego State University (SDSU). If private institutions are the vehicle for re-credentialing, the reimbursement shall be paid only to the level of the UCSD rate for tuition and fees.
  - E. Total reimbursement of tuition and fees will be made upon written verification of completion and recertification by the Commission on Teacher Credentialing. No payment will be made to the unit member until that time.
  - F. No payment shall be made for classes taken prior to District approval of the plan.
  - G. Any unit member already possessing a credential in one of the identified areas of need shall be reimbursed for acquisition of any additional credential in another identified area of need.

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11.2 Areas of need for the term of this Agreement:

- A. Math
- B. Chemistry
- C. Physics
- D. Biology**
- E. Bilingual Authorization**
- F. Adaptive PE

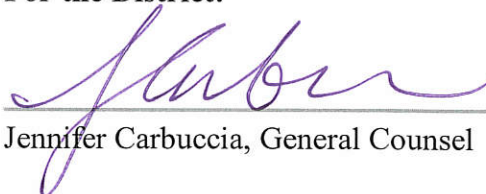
11.3 All accredited college/university units approved and acquired under this program shall also apply for salary reclassification in accordance with the application provisions in this Agreement.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Thomas Glover, Assistant Superintendent of  
Human Resources



**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 18, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 12, Duty Hours. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 12:

**ARTICLE 12  
DUTY HOURS**

**On-Site Duty Hours:**

- 12.1 The on-site duty hours for 7-12 school unit members, including Library Media Teachers and school nurses, shall be seven (7) hours and fifteen (15) minutes, including a duty free lunch. The regular school day shall include a minimum of a thirty (30) minute duty free lunch period. Site teaching assignments and the structure of the school day will be in accordance with Article 34, Teaching Assignments. The bell schedule will include passing periods, which may include the general supervision of students (i.e., directing students to lunch or the next instructional period) both before and after the thirty (30) minute duty free lunch period. Any required supervision of students during passing periods shall not be counted as part of a unit member's duty free lunch.
- 12.2 The duty day includes both instructional and non-instructional time. Normally, twenty (20) minutes is designated as non-instructional conference time and will be identified in the bell schedule at each site. If a site determines that it is necessary to deviate from this provision in order to provide additional instructional minutes for innovative programming or professional growth, they may do so in accordance with Section 34.3.A.
- 12.3 Schools with a unique bell schedule (e.g. block schedules with ten [10] minute passing periods) may be exempt from this provision provided that they can demonstrate that their bell schedule includes a thirty (30) minute duty free lunch period with at least ten (10) minutes included as passing period time.
- 12.4 Teachers on Special Assignment:
- A. The on-site duty hours for unit members serving as teachers on special assignment shall be seven (7) hours and forty-five (45) minutes, excluding lunch; however, their workday shall include one (1) fifteen (15) minute break mutually determined

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by the unit member and his/her principal/supervisor. These unit members shall be compensated in accordance with the regular teacher's salary schedule plus an additional one-sixth (1/6) per diem.

- B. At the conclusion of their term on special assignment, teachers will return to classroom assignment in accordance with Section 35.3.D.

#### 12.5 Library Media Teachers and Nurses:

- A. Break: Library media teachers and nurses shall receive one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor.
- B. Lunch: If a school nurse is interrupted during his/hers duty free lunch by an emergency to serve a student or faculty member, the nurse will be allowed to schedule another duty free lunch that day. The lunch will be scheduled by mutual agreement between the principal or his/hers designee and the unit member. Unless an emergency situation persists, the unit member will be provided the opportunity to schedule his/hers lunch during the day in which the time was lost.
- C. Clerical/Custodial Assistance: The District shall provide additional clerical/custodial assistance during busy times in libraries such as book distribution and collection; such assistance shall be distributed equitably across all sites based on enrollment. **District shall also provide additional clerical assistance during busy times in the Health Office, i.e. the first four weeks of school, screenings, registration, etc.**
- D. **One-Sixth Pay for Nurses. Nurses may receive a one-sixth assignment. The unit member serving on multiple sites at Olympian and East Hills shall be compensated in accordance with the regular nurse/teacher salary schedule plus an additional one-sixth per diem. The on site duty hours for such unit members shall be seven (7) hours and forty-five (45) minutes, excluding lunch; however their work day shall include one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor.**

#### 12.6 Split Shift and Split Site Assignments:

- A. Split Shift Assignment: Teachers who volunteer may be assigned to a split shift at a site that has a seven (7) period day. Teachers assigned to a split shift shall receive a stipend as set forth in Appendix C-4 for the semester they are assigned to the split shift. Unit members who teach six (6) periods over a seven (7) period day will receive both the one-sixth (1/6) per diem stipend and the split shift stipend.

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- B. Split Site Assignment: Unit members may be required by the District to have split assignments between or among schools. Necessary travel time, lunch and preparation time will be flexible but will normally be included as part of their regular duty hours. Unit members assigned a semester split shift assignment between/among schools shall receive a stipend as set forth in Appendix: C-4. This split site shift stipend does not apply to unit members who are assigned to more than one (1) school because of assignments to:


1. Extra service assignments
2. Other hourly assignments

Extra service assignments are not considered teaching periods under this Agreement and are eligible only for the compensation listed in Appendix C-2 and Appendix C-3.

- 12.7 Preparation Period: Unit members will use their professional judgment as to how their preparation time will be used unless they are needed as stated herein. A unit member may leave the school site, when necessary, after notifying a site administrator or designee.

12.8 Class Coverage:

- A. A site administrator may request that unit members provide replacement services during their preparation period for a temporarily absent teacher. The administrator shall first seek volunteers for such assignments, and shall make a reasonable effort to distribute assignments equitably and, unless an emergency exists, as defined by the principal, provide twenty-four (24) hours notification to the teachers who are requested to cover classes. The administrator shall keep a log of these assignments for inspection by unit members.
- B. Unit members who must be absent for less than one-half ( $\frac{1}{2}$ ) day in other than emergency situations must obtain their own substitute via the substitute desk or a colleague and must notify their principal in writing twenty-four (24) hours in advance.
- C. Class coverage for a teacher who is attending a conference, in-service, or workshop may not be considered an "emergency" for the purpose of class coverage.
- D. When a teacher covers a class during his/her preparation period, pay for coverage of a class or any part of a class shall be as set forth in Appendix C-4.
- E. Other qualified personnel may be assigned to cover classes.
- F. Unit members will not be dismissed from their teaching assignment to attend curriculum meetings and any other administratively authorized meetings unless the District is able to provide a substitute. This shall not apply to a unit member

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attending such meetings during their preparation time or times when a substitute is unnecessary.

- G. Nothing shall preclude teachers of non-athletic performing groups from attending field trips, workshops, or festivals with students during their regular teaching hours, providing said teachers have been able to obtain necessary class coverage through volunteers.

12.9 Extended Duty Day: The building principal has the right to direct and assign the work of unit members during duty hours and may extend the length of the duty day for unit members to:

- A. Attend faculty meetings. Normally, only one (1) regularly scheduled faculty meeting shall be held per month. Under normal circumstances, the principal shall provide the unit members with an agenda for faculty meetings one (1) day in advance. In order to assist bargaining unit members with daily planning, faculty-meeting agendas will provide an estimate of the expected duration of the faculty meeting.
- B. Attend parent conferences as needed, unless the unit member has an unavoidable conflict. The unit member will then establish a meeting with the parent as soon as possible.
- C. Attend principal/unit member conferences (one [1] day prior notification will be given unless an emergency exists). A reasonable effort shall be made to schedule such conferences during the unit member's regular duty day.
- D. Supervise students as needed (one [1] day prior notification will be given unless an emergency exists). Assigning supervision of students will not be made in an arbitrary and capricious manner. These assignments will be made as equitably as is possible. A master list of assignments, teachers assigned and teachers who are excluded from supervision will be made available to staff and to the FAC.
- E. Participate in activities related to curriculum development, including accreditation activities/PQR/WASQ (one [1] week prior notification, including an agenda with the approximate length of the meeting, will be given unless an emergency exists). Bargaining unit members shall not be required to attend more than four (4) such activities during a school year. In any year in which a school site is subject to a PQR/WASQ review, the principal of the site may require unit members to attend six (6) days of such activities. A reasonable effort shall be made to schedule such activities during the unit member's regular duty day.
- F. When unit members are required to return to school for open house, report card night, parent information evenings, or student project nights, that day shall be declared a minimum day for unit members. Such activities, including dates and

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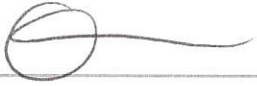
number of activities shall be discussed with the FAC. A school site may elect on a sixty percent (60%) of the members voting, to provide its unit members with the option of declaring a minimum day on the day before or after open house. Counselors at the site will be included in this vote.

- G. It is not the intent of the District to modify the District's practice in implementing this section. The District shall not require teachers assigned to a late shift or an early shift in a school that has a seven (7) period or more teaching day to extend their workday for the purpose of attending faculty meetings.
- 12.10 The duty hours of ~~ROP~~ CTE and other hourly paid unit members shall not exceed forty (40) hours per week unless mutually agreed to by the unit member and his/her principal/supervisor.
- 12.11 Unpaid duties assigned during the unit member's duty hours outside of the preparation period and classroom-teaching periods shall not be made in an arbitrary and capricious manner. The impact of these assignments on traveling teachers shall be on the agenda of the FAC. The intent is that the FAC will address the impact and make recommendations for accommodations for these teachers.
- 12.12 Teachers who feed or monitor handicapped students during lunch receive per diem pro rata pay for this duty.
- 12.13 Newly Hired Unit Members: Employees scheduled to be assigned to full-time assignments who are new hires to the District may volunteer to attend a District sponsored in-service which may be scheduled prior to the opening of school at the Administration Center or other sites identified by the District.
- A. The length of the daily in-service meetings will be approximately six (6) hours.
- B. New employees will be granted hurdle credit for attendance at this in-service. The District may also provide substitutes for new teachers when this in-service is held on a duty day and the teacher wishes to attend.
- C. New employees who do not attend the in-service meetings prior to the opening of school will not be subject to discipline because of non-attendance nor will it be reflected in their evaluation.
- D. The District will designate one (1) day for the Association to meet with the new employees for approximately two (2) hours' time during one (1) of the days scheduled as an in-service day listed herein.
- E. This provision is contingent upon approval of the in-service by the Board of Trustees.

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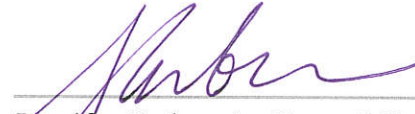
*Parties agree to the following non contractual language: The parties intend to enter into a side letter to provide the Nurse at CVHS who is spearheading the current clinic with SYHC to receive a one-sixth assignment.*

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendricks, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

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**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
April 13, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 14, Evaluation. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 14:

**ARTICLE 14**

**EVALUATIONS**

**14.1 Purpose of Evaluation Procedures:**

- A. The expressed purpose of the evaluation procedures outlined in this article is the improvement of instruction and the professional growth of the certificated unit members in District schools. Evaluation and assessment of each unit member shall be made on a continuing basis as follows:
  - 1. At least once each school year for probationary unit members.
  - 2. At least every other year for unit members with permanent status.
  - 3. At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, are highly qualified, if necessary, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and the unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. Consent may not be withdrawn for arbitrary or capricious reasons. (See Appendix J.)
- B. The procedures detailing the evaluation of teachers are designed to operate in an atmosphere of mutual agreement and professional respect. Where it becomes necessary to resolve and remediate problems in classroom instruction, these procedures continue to operate in that same atmosphere of mutual agreement and professional respect. However, it is understood that some instructional problems may not be resolved within the guidelines of these procedures. In such cases, other articles of this contract will apply.
- C. The focus of the evaluation will be the evaluation plan, the teacher's job description, the requirements in the Education Code and the California Standards for the Teaching Profession. The standards to be used for classroom teachers are:
  - 1. Engaging and Supporting All Students in Learning

2. Creating and Maintaining Effective Environments for Student Learning
  3. Understanding and Organizing Subject Matter for Student Learning
  4. Planning Instruction and Designing Learning Experiences for All Students
  5. Assessing Student Learning
  6. Developing as a Professional Educator
  7. Progress of Students toward District or State Standards
- D. Unit members who are not classroom teachers will use standards that will be developed collaboratively by the District and Association. These standards will be mutually agreed upon by both parties. As they are developed, they will be added to the contract by side letter.

14.2 Personal and Academic Freedom:

- A. The personal life of a unit member shall not be a subject of this formal evaluation procedure.
- B. The right to study any controversial issue in the classroom, related to the objectives of that class, which has political, economic, or social significance and is not in conflict with Board policy, shall not be a subject of this evaluation procedure.

14.3 Overview of the Evaluation Procedures:

- A. This article establishes a dual-track evaluation procedure, each with specific evaluation criteria designed to improve instruction and professional growth.
  1. The PROFESSIONAL GROWTH TRACK is designed to allow certificated unit members to define a program of professional growth for the period of evaluation and to be evaluated in terms of that program.
  2. The program will be discussed with the evaluator and a statement of achievement or progress will be completed at the end of the evaluation period. Unit members in the PROFESSIONAL GROWTH TRACK will be evaluated biennially.
  3. The SUPPORT TRACK is designed to assist unit members in specific areas of improvement of instruction. In the 7-12 program all temporary and probationary unit members will be placed in this track as well as other unit members who have received an "unsatisfactory" or "requires improvement" in the composite evaluation section of the evaluation form. Unit members serving in the first two (2) years of an hourly assignment will be placed in this track. Unit members in the SUPPORT TRACK will be evaluated



annually.

4. A meeting to discuss the evaluation process will be held within thirty (30) duty days of the beginning of the school year. This meeting may include all unit members to be evaluated in a single group. Individual meetings may also be scheduled by evaluators.

**B. Summer School/Intersession**

Unit members employed for Summer School or Intersession shall be evaluated according to the following categories:

1. Those unit members who request an evaluation be performed;
2. Those unit members who are teaching in Sweetwater Union High School District for the first time.

**C. Handling Disputes**

When a dispute: arises during the evaluation process, a meeting with a member of Human Resources, the Association, the site evaluator and the unit member may be scheduled by either the evaluator or the unit member. Disputes concerning the development of the growth plan are not subject to this section. However, disputes over changes to the established growth plan will be subject to this section.

**14.4 The Professional Growth Track:**

**A. Professional Growth Track Placement**

1. A certified 7-12 unit member with permanent status, or an hourly employee in the third year of service or beyond, will be placed in the PROFESSIONAL GROWTH TRACK.
2. Placement in the PROFESSIONAL GROWTH TRACK is automatic if all SUPPORT TRACK evaluations have been satisfactory.
3. A unit member may be placed on the PROFESSIONAL GROWTH evaluation cycle during his/her "off" year if concerns are identified and validated through documentation. A growth plan in the area of concern will be developed.
4. The principal may decide to "continue" a unit member's evaluation from one (1) year to the next. The following criteria will be followed:
  - a. The decision to "continue" an evaluation is made when:
    - 1) The evaluator has expressed **written** concerns by way of a **written assistance plan** over the performance of the unit member, but decides that the full impact of a negative evaluation is unwarranted and that more time should be

on  
x

allowed before coming to judgment. These concerns, however, will have been documented by the evaluator and will have been discussed with the unit member, **OR**

**2) The unit member has been on leave for forty-five (45) duty days or more during the year of evaluation and that absence causes the principal/supervisor to determine they are unable to make a comprehensive decision due to the substantial period of absence.**

- b. Marking the "continue" box simply postpones the official evaluation. It does not constitute a negative evaluation, nor should it be interpreted as such. Probationary and temporary unit members and other unit members in SUPPORT TRACK cannot be "continued."
- c. **If conditions set forth in 14.4.A.4.a concerns remain exist** at the end of that extension period, the evaluation may be continued for one (1) more year only, at which time the summary evaluation report must be completed. No record of continued evaluations shall be kept past the completion of the next evaluation period.
- d. The intent of continuing an evaluation period is to make every effort to assist, counsel and direct the unit member in improving his/her classroom instruction. The decision to "continue" an evaluation shall not be made in an arbitrary or capricious manner.

**B. Establishing a Professional Growth Track Plan**

- 1. The requirements of the Professional Growth Track are designed to give maximum flexibility to both the evaluator and the unit members being evaluated in fixing dates for meetings, observations and discussions.
- 2. Individual growth plans will be submitted by unit members within thirty (30) duty days of the meeting to discuss the growth plans as described above. The focus of the growth plan will be one or two (2) of the standards (14.1.C.).
- 3. The various aspects of the plan details, purposes, measures of progress within this plan-may be discussed with the evaluator. It is the intent that both the evaluator and the unit member will agree on the details of this plan. The District and the Association may propose a list of professional growth activities for unit members to consider, but such a list is advisory, and is only meant to offer suggestions and assistance.
- 4. If there is any continuing or unresolved disagreement between the evaluator and unit member over the details of this plan, then the unit member will make the final decisions concerning the content, purpose, direction and/or scope of the plan.
- 5. Other meetings to discuss the progress of the professional growth plan may be held at any time in the second semester with the dates and times determined by mutual agreement. This program of professional growth will be discussed with

the evaluator and a statement of achievement or progress will be given to the evaluator prior to the summary evaluation conference.

**C. Professional Growth Track Classroom Observations and Conference's**

1. Formal observation(s) will be scheduled at a mutually agreed upon time.
2. Unscheduled, informal observations may be made by the administrator.
3. Conferences following an observation will be scheduled at a mutually agreed upon time.
4. Both classroom observations and conferences may be waived by mutual consent, but if either party wishes to schedule a formal observation or a conference, then arrangements will be made at a mutually convenient time.

**D. Professional Growth Track Time Lines**

1. Within thirty (30) duty days of the beginning of school, a meeting between the evaluator and the unit member being evaluated shall be held to discuss procedures.
2. Within thirty (30) duty days of the initial meeting, unit members shall submit their growth plan to the evaluator.
3. Evaluations must be completed and signed by both evaluator and unit member no later than April 30.
4. In the event that a unit member may be rated as less than satisfactory, an assistance plan in accordance with Section 14.7 shall be developed by the end of the first week of the second semester.

**14.5 The Support Track:**

**A. Placement**

1. The SUPPORT TRACK is designed to assist unit members in specific areas of improvement of instruction. All temporary and probationary unit members will be placed in this track. Evaluations for those in the SUPPORT TRACK will be done yearly.
2. A certificated 7-12 unit member with permanent status, or an hourly employee beyond the third year, may be placed in the SUPPORT TRACK whenever the unit member has received an "unsatisfactory" or "requires improvement" in the composite evaluation section of the evaluation form.

**B. Determining a Support Track Growth Plan**

1. In the SUPPORT TRACK a growth plan will be determined by mutual agreement. The scope of this plan is a matter for discussion between the evaluator and the unit member being evaluated. The focus of the growth plan will be one (1) or two (2) of the standards found in Section 14.1.C.
2. Both evaluator and unit member will agree on the growth plan that will serve as the basis of the composite evaluation. Agreement on the growth plan in the SUPPORT TRACK must be made within forty-five (45) duty days of the beginning of the school year.
3. If there is disagreement over the content, purpose, direction, or scope of the plan" the evaluator will make the final decisions.
4. If circumstances warrant such action, the plan agreed to in Section 14.5.B, may be changed during the evaluation cycle. This new plan is subject to mutual agreement by both parties. If there is disagreement regarding the plan, the evaluator will make the final decision. The unit member may appeal the decision in accordance with Section 14.3.C, of this Agreement.
5. A reasonable amount of time must be allowed for the accomplishment by the unit member of any new plan. No additions to the plan will be set after ninety (90) duty days from the beginning of the employee's assignment. A change in the content, purpose, direction or scope of the original plan can only be made one (1) time during the ninety (90) day cycle.

**C. Support Track Classroom Observations**

1. Both formal and informal observations will be made. Scheduling of formal observations will be arranged by mutual consent and it is understood that unscheduled informal observations will also be made.
2. All unit members in the SUPPORT TRACK shall have a formal observation by a site administrator within the first forty-five (45) duty days of service. A second observation shall take place no later than twenty (20) duty days after the first observation.
3. A pre-observation data sheet may be required prior to a formal observation. There should be mutual agreement concerning the details and scope of this requirement.
4. A post-observation conference will be scheduled within two (2) weeks (ten [10] duty days) after any formal observation.

**D. Support Track Timelines**

1. Within thirty (30) days of the beginning of the school year, or the beginning of service, a meeting shall be held to discuss the evaluation procedures.

2. Within fifteen (15) duty days of the initial meeting, the growth plan for unit members shall be established.
3. No later than sixty (60) duty days after the beginning of service, a meeting shall take place between the evaluator and the unit member to assess progress. At this time, the unit member shall be notified in writing if the evaluator has determined it is possible the unit member may receive a less than satisfactory evaluation. If this is the case, an assistance plan in accordance with Section 14.7 shall be developed to allow the District to provide the assistance necessary for the unit member to take action in correcting any cited deficiencies.
4. After a plan is developed, the evaluator and unit member shall meet at least once every twenty (20) duty days to assess the success of the assistance plan. These meetings shall continue until the deficiencies have been corrected or until the school year ends.
5. Temporary and probationary employees shall be evaluated every year. The evaluation must be completed by March 15. The evaluation for permanent employees must be completed by April 30.

14.6 General Provisions:

- A. A unit member beginning service during second semester will be evaluated at a time sequence other than the ones described above. The growth plan will be established within twenty (20) duty days of the beginning of service and at least forty-five (45) duty days will be allowed for the completion of the growth plan. In any case, a reasonable amount of time must be allowed in order to accomplish the plan.
- B. Prior to the completion of the evaluation, a summary evaluation conference shall be held. At this meeting the evaluator and the unit member shall review the evaluation report in order to discuss the final wording.
- C. The final evaluation report shall be signed by both the evaluator and the unit member. The signature of the unit member does not mean or imply agreement or disagreement with the evaluation. It only means that the evaluation has been received.
- D. The unit member has the right to include an addendum to any written evaluation.

14.7 Requires Improvement and Unsatisfactory Evaluations:

- A. If an evaluation is marked "unsatisfactory" or "requires improvement," the evaluator of the unit member shall take appropriate action to assist in correcting any cited deficiencies. Such action shall include specific recommendations for improvement and assistance in implementing such recommendations. Any certificated employee who receives an 'Unsatisfactory' rating on an evaluation performed pursuant to Ed. Code Section 44664 shall participate in PAR.
- B. Deficiencies cited in the written evaluation must be discussed beforehand with the unit member. Reasonable time should have been allowed for cited deficiencies to have been corrected. Both the unit member and the evaluator should have taken appropriate action to correct significant deficiencies. If circumstances warrant, such action ~~might have included:~~ **must have included specific recommendations by the evaluators and at least one of the following supports:**
- ~~1. Specific recommendations of the evaluator.~~
  - ~~2.1.~~ Observations of other teachers;
  - ~~3.2.~~ Assistance from District resources;
  - ~~4.3.~~ In-service training as mutually agreed upon between the unit member and evaluator.
- C. The administrator has the responsibility to oversee the evaluation process.
- 1. When it is determined by the evaluator that improvement is needed in one or more areas, he/she will schedule a conference for involved parties.
  - 2. It is the responsibility of the evaluator to ensure that assistance is provided. Such aid shall be reasonable and within the normal capability of the District to provide. It may include the following: training, observation of or by other teachers, materials and supplies, or other appropriate assistance.
  - 3. A reasonable amount of time must be permitted for suggested improvement to occur.
  - 4. A Performance Addendum must be completed whenever any element of the summary evaluation report contains an "unsatisfactory" or "requires improvement" rating. This includes Sections II, III, and IV of the report, and applies equally to remarks in the "COMMENT" section of the report that imply a concern, or an "unsatisfactory" or "requires improvement" rating.

14.8 Maintenance of Data Related to Evaluation:

- A. The Board shall maintain the unit member's personnel files at the District Administration Center. Any files kept by the unit member's principal, or immediate supervisor, shall not contain any material not found in the District's files except for materials relating to a current evaluation. At the conclusion of each evaluation, the unit member and the site administrator will review the unit member's site file and remove all material that does not comply with this section.
- B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member. Such material is not to include ratings, reports, or records which:
  - 1. Were obtained prior to the employment of the unit member;
  - 2. Were prepared by identifiable examination committee members;
  - 3. Were obtained in connection with a promotional examination.
- C. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.
- D. Information of a derogatory nature, except material mentioned in the second sentence of this Section (14.8.A.), shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- E. A unit member shall be able to examine his/her own personnel file by making an appointment with the Human Resources Department. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

14.9 Training of Evaluators and Association (SEA) Site Representatives:

The District and the Association will jointly provide training on evaluation procedures for the following:

- A. All principals, assistant principals, and Association site representatives each time this contract article is changed.
- B. All new principals, assistant principals, new Association site representatives yearly.

All of these training sessions will be open to all administrators and Association representatives.

**Sweetwater Union High School District  
SUMMARY EVALUATION (SEA BARGAINING UNIT)**

☐ **Continue**  
if checked, complete  
sections I & VI ONLY

**Section I**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Soc. Security Number \_\_\_\_\_ School Site \_\_\_\_\_

Status: ☐ Temporary ☐ Probationary ☐ Permanent

Evaluation Track: ☐ Support ☐ Professional Growth

**Section II**

**EVALUATION COMPONENTS**

If any components are marked "Unsatisfactory" or "Requires Improvement" an addendum must be attached.

Unsatisfactory	Requires Improvement	Satisfactory	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Engaging & Supporting All Students in Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Creating & Maintaining Effective Environment for Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Understanding & Organizing Subject Matter for Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Planning Instruction & Designing Learning Experiences for all Students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Assessing Student Learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Developing as a Professional Educator
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Progress of Students towards District or State Standards

**Section III**

**COMPOSITE EVALUATOR**

If any components are marked "Unsatisfactory" or "Requires Improvement" an addendum must be attached.

☐ Unsatisfactory ☐ Requires Improvement ☐ Satisfactory

**Section IV**

**COMMENTS BY EVALUATOR**

**Section V**

**COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐

**Section VI**

**EVALUATOR & SUPERVISOR**

**EVALUATEE**

I certify that this reports has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Evaluator Name: \_\_\_\_\_

Title: \_\_\_\_\_

WHITE: Human Resources  
CANARY: Evaluator  
PINK: Evaluatee

FORM #8517 (REV. 7/11)

*on*



# **SWEETWATER UNION HIGH SCHOOL DISTRICT CERTIFICATED EVALUATION PLAN**

**PROFESSIONAL GROWTH PLAN TO BE COMPLETED**

**COMPLETION OF PROFESSIONAL GROWTH PLAN**

**Employee Reports:**

\_\_\_\_\_  
**Signature**                      \_\_\_\_\_  
**Date**

**Supervisor Report:**

\_\_\_\_\_  
**Signature**                      \_\_\_\_\_  
**Date**

**Signatures:**

\_\_\_\_\_  
**Employee**                      \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor**                      \_\_\_\_\_  
**Date**

*Handwritten initials*

## SWEETWATER UNION HIGH SCHOOL

### PERFORMANCE EVALUATION ADDENDUM

**INSTRUCTION:** This form **MUST** be completed when elements of Section I, II and/or III of the Summary Evaluation Report contain an "unsatisfactory" or "requires improvement" evaluation. The Addendum should be attached to the evaluatee's and administrator's copy of the Evaluation Worksheet. Should stated deficiencies not be corrected and appropriate action be required, the Addendum, together with all site or departmental records will be requested by and forwarded to the Division of Personnel Services. If the form does not provide sufficient space, please attach a supplementary sheet for any section (A, B, or C).

Employee Name

School or Department

A. **EVALUATOR:** Describe areas of performance considered unsatisfactory or requiring improvement

B. **EVALUATOR:** Describe specific assistance provided (include dates)

C. **EVALUATOR:** Describe results of assistance (include dates)

EVALUATOR	PERSONNEL SERVICES ADMINISTRATOR	EVALUATEE
Signature	Signature	I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.
Title	Title	
Date	Date	
Form No. 8316 (Rev. 3/03)		Signature _____ Date _____ WHITE COPY—Evaluator CANARY COPY—Evaluatee

on  
jk

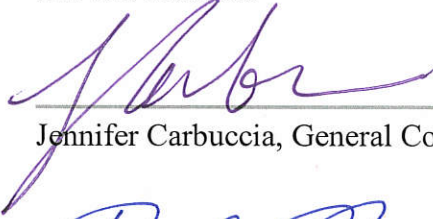
**For the Association:**



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Ola Hadi, SEA Bargaining Chairperson

**For the District:**



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Jennifer Carbuccia, General Counsel



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Thomas Glover, Assistant Superintendent of  
Human Resources

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 15, Extra Service Assignments. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 15:

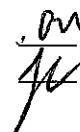
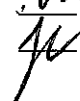
**ARTICLE 15**

**EXTRA SERVICE ASSIGNMENTS**

15.1 Extra service coaching assignments and other extra service assignments for the regular school year will be posted as indicated below.

A. Coaching Assignments As Identified In Appendix C-2

1. The principal will post extra service coaching assignments at the site for the next school year prior to April 15 for the consideration of unit members on site.
2. Extra service coaching positions not filled at the site will be posted by the District as follows:
  - a. Fall sports - posted prior to May 5
  - b. Winter sports - posted prior to October 15
  - c. Spring sports - posted prior to December 5
3. **Unless otherwise notified in writing by the principal prior to the end of business on the last day of the school year Bbargaining unit members, whether on-site or off-site, serving as extra service coaches will be continued in their assignments for the following school year, unless otherwise notified in writing by the principal prior to the end of business on the last day of the school year and these positions will not be subject to posting.**
4. Bargaining unit members who voluntarily choose not to continue in their extra service assignments shall notify the principal no later than ten (10)

 SEA  
 District

days prior to the aforementioned posting dates.

5. Names of bargaining unit members selected and on a paid status to serve in extra service coaching assignments will be posted in the main office at the site on or before June 15 each year.
  6. If a coaching position becomes vacant after the above dates, but at least three (3) weeks prior to the beginning of the season, the position will be posted first on-site for two (2) weeks and then posted District-wide. If a coaching position becomes vacant after the above dates, but within three (3) weeks prior to the beginning of the season, the position will be posted District-wide.
  7. Walk on coaches: Yearly posting of these positions shall not be required unless the coach resigns, ~~or~~ is terminated **or released** from the position. The position will not become open until one (1) of the above occurs.
    - a. **In an effort to encourage more bargaining unit employees to receive the opportunity to perform "Extra—Service Assignments", the District and the Association agree for the 2017-2018 and 2018-2019 school years that Human Resources will post an "Interest List" for each site from January 15-31. The principal or designee will meet with the unit member regarding their interest, qualification and expectations for the position by April 15<sup>th</sup>. Principals will provide a log to Human Resources to ensure the meetings occur.**
- B. Non-coaching extra service assignments identified in Appendices C-2 and C-3, not related to regular teaching assignments and not filled at the site will be posted for the consideration of unit members.
1. Names of bargaining unit members selected and on a paid basis to serve in the above extra service assignments will be posted in the main office at that site on or before June 15 each year.
  2. ~~Bargaining unit member(s) serving in the above extra service assignment(s) will be continued in their assignment(s) for the following school year unless otherwise notified in writing by the principal prior to June 15, and these positions will not be subject to posting.~~ **Unless otherwise notified in writing by the principal prior to the end of business on the last day of the school year bargaining unit members, whether on-site or off-site, serving as extra service coaches will be continued in their assignments for the following school year, and these positions will not be subject to posting.**
- C. Extra service curriculum writing/curriculum support assignments will be posted for the information of unit members.

 SEA  
District

1. Assignments concerning only one (1) site will be posted by the principal for the information of unit members at that site.
2. Assignments concerning more than one (1) site will be posted by the District for the information of all unit members.

D. Instructional Strategy Coaches

1. Positions for Instructional Strategy Coaches will be announced through the FAC.
2. The role of the Instructional Strategy Coach is one of support. It is not evaluative. Teachers may be offered individual support by a site administrator. The intent is that the individual support be a collaborative effort with mutual agreement.

E. Additional Hourly 7-12 Teaching Assignments

1. Posting:

Additional hourly 7-12 teaching assignments shall be posted for the consideration of unit members.

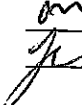
2. Scheduling:

Additional hours scheduled for this purpose at a school site will not be scheduled during the regular workday for unit members at that site.

3. Exceptions:

This article does not apply to ROP or other hourly teaching assignments.

- 15.2 Candidates must be properly credentialed and/or competent to serve in the extra service assignments for which they apply.
- 15.3 Selection and termination of unit members serving in extra service assignments shall be determined by the District; such selections and terminations will not be arbitrary and capricious.
- 15.4 Compensation for the extra service assignments included in this article shall be at the appropriate established rate as listed in Appendices C-2 and C-3.
- 15.5 Lunch supervision assignments will be posted annually for the consideration of unit members at that site. These assignments may be allocated to staff by the semester. The intent is to rotate these assignments among interested employees.
- 15.6 Copies of all District-wide postings done in accordance with this article shall be

 SEA  
District

forwarded to the Association concurrently with this posting.

15.7 The indication or reference to any position or extra service assignment shall not be interpreted to prevent the District from eliminating that position.

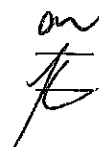
15.8 Track supervision assignments which include responsibility for officiating individual track events shall be made available to bargaining unit members at the site of the track meet on a voluntary basis. No unit member shall be involuntarily required to perform this type of supervision.

- A. Each site will provide in-service instructions regarding individual track events for those unit members who volunteer to perform services set forth above.
- B. Those unit members who volunteer to perform a track supervision assignment which includes responsibility for officiating individual track events shall continue to receive credit for performing a supervision function.
- C. If an insufficient number of bargaining unit members at a site volunteer for track supervision assignments which include responsibility for officiating individual events, the District may employ non-unit members to perform those services.
- D. The District may continue to require unit members to perform track supervision assignments, which do not include responsibility for officiating individual track events.

15.9 An additional five percent (5%) per week stipend shall be provided to coaches of athletic teams that are participating in, or qualifying for, CIF playoffs.

15.10 Performance Arts Standards and Stipends:

- A. The following standards need to be met by the advisor/coach in order to receive the stipend identified in Appendix C-2 or C-3. This section applies to all nonathletic performing and/or competing groups except for the marching band and its subgroups (concert band, jazz band, orchestra, etc.).
  - 1. Attendance at monthly District meetings.
  - 2. Participates in two (2) major productions/concerts/competitions per year.
  - 3. Participates in two (2) festivals/competitions per year including District sponsored events.
  - 4. Performs at four (4) community events such as Arts Fest, Bonita Fest, feeder school visits.
  - 5. Music related groups attend the District Holiday Sing.
- B. It is the responsibility of the coach/sponsor/advisor of the group to plan activities for the year, have the plan approved by site administration, keep records of activities, and submit final records to the site administrator for validation.

 SEA  
District

- C. The site administrator has the primary responsibility to validate the level of participation of the advisor/coach.
- D. The Human Resources Department will regulate and monitor the process.

15.11 Advanced Performance Level:

- A. The following standards will be indicative of an advanced performance level:
  - 1. Attend monthly District meetings.
  - 2. Participates in four (4) major concerts/competitions or the equivalent.
  - 3. Participates in six (6) festivals/competitions or the equivalent.
  - 4. Performs twelve (12) community events, including visits/performances at feeder schools.
  - 5. Music groups perform at District Holiday Sing.
  - 6. Maintains an active booster club or parent support group
  - 7. Organizes and/or supervises fund raising activities
  - 8. Group participation in tour opportunities.
- B. Coaches/advisors of groups reaching the advances level will be compensated an additional forty-five percent (45%) of the base stipend.

**15.12** The District and the Association will have a joint committee to recommend standards and amounts for extracurricular stipends. **Immediately following the ratification of this contract, the committee will meet within one month, and thereafter as needed. The parties shall meet to discuss, collect data, and make recommendations on potential revisions to this Article. The Committee will be tasked with discussing at least the following items: 1) Guidelines and expectations for compensation for extra service assignments, 2) Methods for determining stipend levels, 3) Methods for adding and removing extra service assignments.**

For the Association:

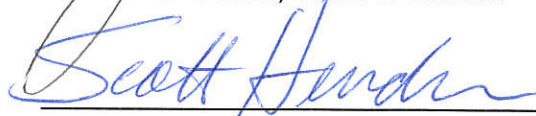


Ola Hadi, SEA Bargaining Chairperson

For the District:



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources



SEA  
District



**Tentative Agreement**  
**Between Sweetwater Education Association**  
**And Sweetwater Union High School District**  
**May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 18, Health and Welfare. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 18:

**Article 18**

**Health and Welfare Benefits**


18.1 The District will pay for each eligible bargaining unit member for the following benefits:

- Life Insurance (\$50,000)
- Dental Insurance
- Medical Insurance
- Vision Care Plan

The level of benefits shall remain constant throughout the term of this Agreement unless otherwise agreed to by both the District and the Association.

Eligible dependents and registered same sex domestic partners are included in the dental, vision, and medical plans. Eligible dependents are defined as a spouse and children (including step-children, adopted children and children as a result of a court appointed guardianship). Domestic partners are defined in accordance with AB 26 and AB 205. It is understood that same sex domestic partner coverage shall be subject to all eligibility rules established by the San Diego County Voluntary Employee Benefits Association (VEBA) and that such rules and requirements shall extend to all plans and coverage provided in this article whether contracted through VEBA, self-funded by the District or directly contracted by the District. At such time as legal marriage, recognized by the State of California, is available to same sex domestic partners, the parties agree to review and modify the eligibility rules and requirements as necessary to provide that only legally married domestic partners shall be eligible.

If the cost of a member selected plan exceeds the established District contribution,

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the District shall automatically implement monthly payroll deductions for the excess costs.

- 18.2 ~~The maximum district contribution for the 2013 calendar year shall not exceed seven thousand seven hundred ninety two (\$7,792).~~

~~Effective January 1, 2014, the maximum district contribution shall not be less than sixty-eight percent (68%) of the cost of the Kaiser 10/10 family plan, Safeguard, Vision and Life for all members which is equal to twelve thousand sixty eight dollars (\$12,068).~~

~~Effective January 1, 2015, the maximum district contribution shall not be less than Thirteen thousand one hundred thirty dollars (\$13,130).~~

- ~~18.2 The maximum district contribution for the 2013 calendar year shall not exceed seven thousand seven hundred ninety two (\$7,792).~~

~~Effective January 1, 2014, the maximum district contribution shall not be less than sixty-eight percent (68%) of the cost of the Kaiser 10/10 family plan, Safeguard, Vision and Life for all members which is equal to twelve thousand sixty eight dollars (\$12,068).~~

~~Effective January 1, 2015, the maximum district contribution shall not be less than Thirteen thousand one hundred thirty dollars (\$13,130).~~

~~Effective January 1, 2016, the District's maximum annual contribution shall be increased by \$1,000.00, from thirteen thousand one hundred thirty dollars (\$13,130) to fourteen thousand one hundred thirty dollars (\$14,130).~~

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- 18.3 A bargaining unit member shall not receive duplicate benefits listed in Section 18.1 because of his/her inclusion in another bargaining unit of the District.

- 18.4 A unit member who can demonstrate that he/she is covered by a medical plan either as the dependent of another District employee, or through some other out of District source, may choose to discontinue the District provided medical plan. The insurance year is defined as January 1 through December 31. The District shall continue to pay the full cost of vision, life, and dental insurance for each unit member who opts out of the provided medical plan.

No unit member who is eligible for benefits under this article shall be at risk of losing health and welfare benefits eligibility as a result of such election.

Upon notification by the unit member to the benefits office that the declared insurance has been discontinued, the unit member will be offered the opportunity to enroll in any of the District provided benefit plans.

18.5 A bargaining unit member must be assigned to fifty percent (50%) or more of a full-time assignment in order to be eligible for health and welfare benefits listed in Section 18.1 herein above.

18.6 Retirement Benefits (medical):

A. Eligibility (Retiree): To be eligible for medical benefits upon retirement, the following conditions must be met:

1. The unit member must have fifteen (15) years of service with the District. The service years do not need to be consecutive; however, there may be a break in service of no more than thirty-nine (39) months per separation. A full year of service is defined as the unit member having been in paid status for seventy-five percent (75%) or more of an assigned school year.
2. The unit member must be a current employee of the District immediately prior to retirement.
3. The unit member must be between the age of fifty-five (55) and the age of Medicare eligibility or be approved for STRS or PERS disability retirement within thirty-nine (39) months of his/her fifty-five (55) birthday.

B. Eligibility (Dependents): Dependents are eligible under the same conditions and restraints as dependents of active members.


C. Choice of Plan: The medical insurance plan shall be the plan made available to the bargaining unit members during the current school year.

D. District Contribution: The District's contribution to fund an eligible retiree's medical insurance, shall equal the then current contribution for an active unit member's medical only portion of the health insurance package.

E. Retiree Contribution: If the cost of the premium for the selected medical only plan exceeds the District contribution, the retiree will remit to the District the difference between the two.

F. Termination of Benefit:

1. Retiree: Coverage under this program for the retiree and eligible dependents will cease the month the retiree reaches the age of Medicare eligibility (currently 65) or ten (10) years from the retirement date, whichever is the sooner of the two.
2. Spouse: If the spouse of an eligible retiree reaches the age of Medicare eligibility prior to the retiree, then coverage under this program will cease for the spouse. ~~This provision will begin with employees who retire after the adoption of this contract.~~

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3. If the age for Medicare eligibility changes, then this section will be Amended consistent with that change.

**18.7 Effective January 1, 2016:**

- A. **Eligibility (Retiree):** To be eligible for dental, vision and life benefits ("the benefits package"), upon retirement, the following conditions must be met:
  1. The unit member must have twenty-five (25) years or more of service with the District. The service years do not need to be consecutive; however, there may be a break in service of no more than thirty-nine (39) months per separation. A full year of service is defined as the unit member having been in paid status for seventy-five percent (75%) or more of an assigned school year.
  2. The unit member must be a current employee of the District immediately prior to retirement.
  3. The unit member must be between the age of fifty-five (55) and the age of Medicare eligibility or be approved for STRS or PERS disability retirement within thirty-nine (39) months of his/her fifty-fifth (55th) birthday.
- B. **Eligibility (Dependents):** Dependents are eligible under the same conditions and restraints as dependents of active members.
- C. **Choice of Plan:** The benefits package's insurance plan(s) shall be the plan made available to the bargaining unit members during the current school year.
- D. **District Contribution:** The District's contribution to fund an eligible retiree's benefits package, shall equal the then current contribution for an active unit member's dental, vision and life portion of the benefits package.
- E. **Retiree Contribution:** If the cost of the premium for the selected benefits package exceeds the District contribution, the retiree will remit to the District the difference between the two.
- F. **Termination of Benefits:**
  1. **Retiree:** Coverage under this program for the retiree and eligible dependents will cease the month the retiree reaches the age of Medicare eligibility (currently 65) or ten (10) years from the retirement date, whichever is the sooner of the two.
  2. **Spouse:** If the spouse of an eligible retiree reaches the age of Medicare eligibility prior to the retiree, then coverage under this

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program will cease for the spouse. This provision will begin with employees who retire after the adoption of this contract.

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**If the age of Medicare eligibility changes, then this section will be amended consistent with that change.**

- 18.8 Hourly paid unit members must be assigned fifteen (15) hours per week in order to be eligible for benefits. An hourly paid unit member who has less than fifteen (15) hours per week but is increased to fifteen (15) hours or more per week becomes eligible for benefits in the succeeding month. An hourly paid unit member whose assigned hours drop below fifteen (15) hours per week will have his/her benefits terminated at the end of the month following the date his/her hours dropped below fifteen (15). However, the employee may elect to receive benefits under COBRA.
- 18.9 If an eligible unit member should die during the term of this article, the District shall continue to pay the premiums of all insurance (except life) provided by this article for the employee's spouse and dependents for one (1) year from the employee's death, except as the provisions contained within Section 18.1 apply.
- 18.10 Eligible employees on unpaid leaves of absence may continue their health and welfare benefits provided in Section 18.1 by making the full premium payments to the district, or by exercising their rights under COBRA. Payments must be made on a monthly basis in a timely manner.
- 18.11 The district will maintain the scope of "Section 125" which includes child care and out-of-pocket medical cost by having the program administered by a vendor who may charge individual unit members an administrative fee for its services.
- ~~18.3~~ 18.12 SEA will be allotted two (2) representatives to the District health benefits committee. The committee may make recommendations to the Board of Trustees regarding insurance providers and level of benefits. Any change to the level of benefits is subject to negotiations.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

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**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 20, Just Cause Suspension. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 20:

**ARTICLE 20**

**JUST CAUSE SUSPENSION**

20.1 This article was entered into pursuant to section 3542.2(b) of the Government Code. This article does not include the termination of any permanent certificated employee and, except for Section 20.5, does not include the implementation of any section of the Education Code concerning the suspension or termination of any certificated employee.

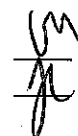
20.2 An employee in the bargaining unit may be suspended by the District only for just cause. The term "suspension" shall mean suspension without pay for up to and including fifteen (15) days and loss of extra compensation.

The suspension imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee.

A verbal and/or a written reprimand will normally precede a suspension. A reasonable effort will be made to administer verbal reprimands in private.

20.3 Prior to the taking of suspension, the Superintendent or his/her designee, shall give written notice to the **employee and, with permission from employee, the Association**. This written notice of proposed suspension action shall be served by mail or personal delivery to the employee **and, with permission from employee, the Association** at least fifteen (15) calendar days prior to the date when discipline may be imposed.

In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when the suspension may commence. Loss of compensation in all cases may occur after the fifteenth calendar day following the date written notice was served.

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Up to ~~five (5)~~ **four (4)** duty days suspension without pay may be imposed at the end of the fifteen (15) calendar day period stated in Section 20.2. If the suspension without pay is for more than five (5) duty days, the remaining days shall not be imposed until the employee has had the opportunity to the evidentiary hearing as provided in this article.

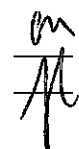
The written notice of proposed suspension action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:

- A. A statement identifying the District.
- B. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed suspension action is based.
- C. The specific suspension action proposed and effective date(s).
- D. The cause(s) or reason(s) for the specific suspension action proposed.
- E. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
- F. A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the fifteen (15) calendar days following the date the written notice was served.
- G. A statement that the employee, upon request, is entitled to appear personally or with Association representation before the Superintendent or his/her designee regarding the matters raised in the written notice prior to the end of the fifteen (15) calendar days following the date the written notice was served.

At such meeting, the employee and/or his/her representative shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

- H. A statement that the employee, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any suspension action is final.

The statement shall indicate that the proposed suspension action may commence after the fifteen (15) calendar days following the date the written notice was served. The statement also shall indicate that no full evidentiary hearing shall take place unless a written demand for such a hearing is delivered to the Superintendent or his/her designee within fifteen (15) calendar days after the date the written notice of proposed suspension action was served.

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20.4 The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed suspension action only if a written demand for such a hearing is delivered to the Superintendent or his/her designee within fifteen (15) calendar days of the written notice of proposed suspension action. In the absence of a demand for a full evidentiary hearing, the Superintendent or his/her designee shall act upon the charges after the time period for the hearing demand has expired.

A. The full evidentiary hearing shall be conducted before a hearing officer. The hearing officer shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing. Hearings will be presided over by the hearing officer. The employee shall have a right to appear in person on his/her own behalf, or with Association representation. The Association will have the right of attendance as a party of interest in the hearing.

B. The hearing officer shall conduct the hearing and shall make a determination of the issues and finding of facts as well as ruling on questions, evidence, procedure and appropriateness of the proposed suspension. Either party may call witnesses, introduce evidence, testify, and question witnesses. The District has the burden of proof and shall first present evidence and testimony.

Normal procedures shall be followed (i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination, and rebuttal evidence from each party). The decision by the hearing officer shall be final and binding on the District, the Association and the employee.

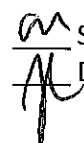
C. Hearings will be recorded at the request of either party with such expense being borne by the requesting party. The non-requesting party may receive a copy of the recording by paying one-half ( $\frac{1}{2}$ ) the cost.

D. If a unit member has been found by the hearing officer to be improperly suspended without pay, the District will reimburse the unit member for lost pay plus seven percent (7%) simple interest from the date of loss of compensation to the date of payment.

E. The District will maintain the confidentiality of the suspension.

20.5 With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:

A. In addition to the suspension provided in Section 20.2 hereof, the parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) workdays under

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Education Code section 44948.3. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:

1. Unsatisfactory performance determined pursuant to the Stull Act (Education Code section 44660, et. seq.)
  2. Cause, as defined in Education Code section 44932
- B. The Superintendent or his/her designee shall give thirty (30) days prior written notice of dismissal no later than March 15 in the case of second year probationary employees. Notice of the suspension without pay shall be given pursuant to Section 20.3. The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code section 44664 shall accompany the written notice.
- C. If the notice of dismissal or suspension is given; the employee shall have fifteen (15) calendar days from receipt of the notice of dismissal or suspension to submit to the Board a written request for a hearing. The failure of an employee to request a hearing within fifteen (15) calendar days from receipt of a dismissal or suspension notice shall constitute a waiver of the right to a hearing. The hearing provided for in Section 20.4 shall constitute the hearing on the dismissal or suspension. However, the hearing officer's decision shall constitute a recommendation to the Board and shall be advisory only.

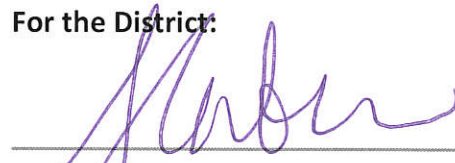
20.6 This article supersedes the suspension section provided for in the Education Code.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
April 13, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 22, Leaves. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 22:


**ARTICLE 22  
LEAVES**

**22.1 Introduction to Leaves:**

- A. **Notification:** Whenever possible, unit members shall notify the District in advance of any leave. Unit members will report absences, and request and release substitutes using the automated substitute notification system.

**Unit members who intend to return from leave to serve at the start of the second semester shall notify the Human Resources department in writing by November 15 and by May 1<sup>st</sup> if they intend to return for the following school year. Requests for extension of unpaid leave must also be made in writing and in accordance with the dates identified within this section.**

- B. Unless otherwise provided in this article, a unit member on a paid leave of absence according to the provisions of this Agreement shall be entitled to:
1. Whenever possible, return to a certificated position, including same site which he/she held immediately before commencement of the leave.
  2. Receive credit for annual salary increments provided the employee is in a paid status with the District for seventy-five percent (75%) of the regular workdays of the regular school year during his/her leave.
  3. Receive during his/her leave, all other unit member health and welfare benefits described in Article 18, Health and Welfare Benefits, including insurance and retirement benefits, to the extent not expressly prohibited by law.
- C. Unit members granted unpaid leaves according to the provisions of this article shall be entitled to:

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1. Return to a certificated position.
2. Continue to participate in health and welfare benefits provided the unit member pays the full premium costs.
3. Unit members returning from unpaid leave of absence of one (1) year or less will be assigned to their prior sites.
4. Regular 7-12 unit members who are returning from unpaid leave of absence of more than one (1) year will be placed in accordance with Article 35, Transfer; Section 35.3.
5. If the employee requests to rescind a granted leave under this article, his/her return to duty will be dependent upon the availability of a position within the employee's area of competency.

22.2 Sick Leave and Other Related Sick Leave Benefits for illness or Injury for Unit Members:

A.

1. Every unit member who is regularly employed five (5) days per week is entitled to ten (10) days of paid sick leave for each year of employment. Unit members who work less than full-time shall be entitled to a proportionate amount of paid sick leave. For unit members paid at an hourly rate, sick and injury leave benefits shall be computed on the basis of one (1) hour sick and injury leave for each eighteen (18) hours of service rendered to the District. Unit members who work an extended school year contract shall be entitled to a proportionate amount of paid sick leave.
2. Sick leave granted in Section 22.2.A.1, above is defined at current annual sick leave. All unused sick leave shall be accumulated from one (1) school year to the next school year. This is defined as accumulated sick leave.
3. At the beginning of each school year, every unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited sick leave at any time during the school year.
4. All unit members, when absent due to sickness ~~of~~ or injury, shall receive full pay for said absence by using their current annual sick leave days and/or their accumulated sick leave days.
5. All unit members who use all of their sick leave and subsequently fail to serve their assigned school year, shall have deducted from their final pay

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warrant the amount paid as provided in Section 22.2.B.3, for the number of days used beyond the earned sick leave.

B. Other Sick Leave Benefits:

1. In the event a unit member has depleted his/her available sick leave including the leave granted for the current year and all accumulated sick leave, and illness or injury compels further absence, he/she will be entitled to an additional one hundred (100) days of sick leave.
2. The sick leave, including accumulated sick leave, and the one hundred (100) day period shall run consecutively.
3. An employee shall not be provided more than one (1), one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period is exhausted; the employee may take the balance of the one hundred (100) day period in the subsequent school year.
4. During this one hundred (100) day period the amount deducted from the salary of the unit member shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his/her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he/she been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

C. The Assistant Superintendent of Human Resources or his/her designee may require a physician's verification of illness when a unit member has been on sick leave for six (6) or more consecutive days. This does not preclude the Assistant Superintendent of Human Resources or his/her designee from requesting additional verification when there is a demonstrable pattern of leave use that suggests the leave is being abused. Such requests for additional verification shall not be made in an arbitrary and/or capricious manner. The Assistant Superintendent of Human Resources or his/her designee may require a physician's verification of illness during any period of concerted activities.

D. Unit members may use up to six (6) days per year (which may be consecutive), deductible from current or accumulated sick leave, to care for an ill child, parent, or spouse.

22.3 Use of Accumulated Sick Leave for Personal Necessity:

A. Unit members shall be granted up to seven (7) days of personal necessity leave with pay per year, deductible from sick leave. All unused personal necessity leave shall

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be accumulated from one (1) school year to the next school year up to a total of sixteen (16) days.

- B. Personal necessity shall be defined as matters of a personal nature which cannot be conducted outside the normal workday.
- C. Unit members can take no more than five (5) consecutive days of personal necessity leave. The Assistant Superintendent of Human Resources or his/her designee may approve the use of additional days for special circumstances.
- D. When a unit member uses personal necessity leave for a non-emergency situation, the unit member must notify the principal/supervisor at least forty-eight (48) hours in advance. When the leave is for an emergency, the unit member shall notify the principal/supervisor as soon as possible for use of personal necessity. The use of the automated substitute notification system constitutes appropriate notification.
- E. If the unit member does not elect to use sick leave for personal necessity as provided herein, then a per diem salary deduction shall be made for each working day absent in accordance with the provisions of this article.
- F. Personal necessity leave under Section 22.3 may not exceed the total accumulation of the unit member up to the total of sixteen (16) days of permitted accumulation. The Assistant Superintendent of Human Resources or his/her designee may approve the use of additional days for special circumstances.
- G. Personal necessity leave shall not be used for concerted action of any kind against the District. If the District has reasonable cause to believe a unit member is abusing the provisions of this section, appropriate disciplinary action may be taken.

#### 22.4 Bereavement Leave:

- A. All unit members are entitled to leave of absence, without salary deduction, not to exceed three (3) working days, or five (5) working days if travel of four hundred (400) miles round trip from the District is required, because of the death of any members of his/her immediate family.
- B. Members of the Immediate Family: Mother, stepmother, father, stepfather, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.
- C. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.

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22.5 Child Bearing Leave:


- A. A pregnant employee on active duty with the District, who is absent from duties because of illness or disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be eligible to take paid sick leave in accordance with Section 22.2 of this article.
- B. A pregnant employee on active duty who has written certification by her physician that she is unable to perform her normal duties due to medical reasons related to her pregnancy during the school year, shall be eligible for paid sick leave benefits under the provisions of Section 22.5.A, of this article.
- C. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment in the District.
- D. All written and ~~unwritten~~ employment policies and practices of the District shall be applied to disability due to pregnancy, or childbirth on the same terms and conditions applied to other temporary disabilities.

22.6 Adoption Leave:

- A. Unit members intending to go on adoption leave shall notify the Division of Human Resources within thirty (30) days of receiving notice that he or she has been officially accepted as a prospective parent for adoption.
- B. A male or female unit member who is adopting a child shall be entitled to use personal necessity leave for the purpose of caring for the needs of the adopted child.
- C. Unit members will be eligible to use sick leave for personal necessity as provided in Section 22.3 of this article, whenever days are needed to fulfill the legal requirements for adoption.
- D. Leave without pay in connection with adoption of children may be granted to any unit member according to the provisions of Section 22.7 of this article.

22.7 Child Care Leave:

- A. Child care leave without pay may be granted to any unit member in accordance with the following provisions:

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1. The unit member is required to submit a written request to the Division of Human Resources thirty (30) days prior to the commencement of his/her child care leave including the following information:
  - a. Date the leave is to begin;
  - b. Duration of the child care leave;
  - c. Reason for child care leave.
2. Child care leave shall be granted for the current school year or any portion thereof.
3. Extension of this leave will be as follows:

A unit member may be granted an additional leave of absence of one (1) full semester, or a maximum of two (2) full semesters without pay.

- B. Return to duty from child care leave: The unit member must submit a written request to return to work to the Division of Human Resources thirty (30) days prior to the date he/she desires to return to work.

22.8 Industrial Accident and Illness Leaves of Absence for Regularly Employed Unit Members:

- A. A unit member shall be entitled to industrial accident leave according to the provisions of Education Code section 44984 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- B. Allowable leave shall be up to and including sixty (60) working days during which the schools of the District are required to be in session or when a member of the unit otherwise ~~have~~ **has** been performing work for the District in anyone (1) fiscal year for the same illness or accident.
- C. Allowable leave shall not be accumulated from year to year.
- D. Industrial accident or illness leave shall commence on the first day of absence.
- E. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during his/her initial sixty (60) days of absence in Section 22.8.B, shall be equal to his/her full salary.
- F. During any paid leave of absence, a member of the unit shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial

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accident or illness. The District in turn shall issue the employee appropriate salary warrants for payments of his/her salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

- G. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery.
- H. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a workers' compensation indemnity award.
- I. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to the amount of unused leave due him/her for the same illness or injury.
- J. The industrial illness and accident leave provided in this article is in addition to sick leave benefits. The Board shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness until the unit member has used all of his/her industrial illness and accident leave.
- K. When entitlement to industrial accident or illness leave has been exhausted, other sick leave benefits under Section 22.2 of this article will then be used; however, if an employee is receiving workers' compensation, the District shall use only as much of the unit member's accumulated or available sick leave, which, when added to the workers' compensation award, will provide for a full day's wage or salary.
- L. Any member of the unit receiving benefits under this article shall, during periods of injury or illness, remain within the State of California, unless he/she notifies the District of his/her intent to travel outside the state.
- M. Eligibility for industrial accident leave and industrial illness leave accrues immediately by virtue of employment with the employer.

#### 22.9 Health Leave:

Upon written request by a unit member who has probationary or permanent status, the Board may grant an unpaid leave of absence when the unit member is unable to perform his/her duties due to ill health or physical disability.

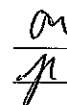
The request for this leave must be accompanied by a medical statement from a licensed California physician stipulating the condition of health and the expected duration of the health problem. The health leave may be granted for up to two (2) years and may then be reconsidered on a yearly basis by the Board.

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22.10 Catastrophic Leave Program:

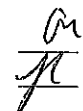
- A. The purpose of the Catastrophic Illness/Sick Leave Bank is to create a Bank of sick leave days, from which participants may apply for additional sick leave days when suffering from a catastrophic illness or event and have exhausted all other paid leave.
- B. "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, and the incapacity requires the unit member to take time off from work for an extended period of time.
- C. Unit members may donate to the Catastrophic Leave Bank, using the form found in Appendix G under the following conditions:
  - 1. Members may donate from one (1) to six (6) days.
  - 2. Members must have at least ~~twenty (20)~~ **ten (10)** days of accrued sick leave to make a donation.
  - 3. The donation will be irrevocable.
  - 4. A donation to the Bank will be a general donation and shall not be donated to a specific unit member for his/her exclusive use.
- D. Only members who have donated to the Bank: may apply to withdraw days from the Bank.
- E. Members (or their agents) may apply to use the Bank: by submitting their request to the Catastrophic Leave Bank: Review Committee using the appropriate District form, (Appendix G). Included with the form will be verification of the Catastrophic Illness prepared in writing by a licensed physician of the state of California.
- F. The Catastrophic Leave Bank: Review Committee will consist of two (2) members selected by the Association, one (1) member from each of the employee groups participating in this Bank, and two (2) members selected by the District. The committee will review all applications. Approval of any request will require a majority vote of the committee. The decision of the committee shall be final and binding. Within ten (10) duty days of receipt of employee application, the committee will notify (in writing) the applicant of its decision. All applications submitted to the committee shall remain confidential and comply with the terms of the federal HIPAA privacy regulations, 45 C.F.R. 164.508 and the Confidentiality of Medical Information Act, Cal Civ. Code 56 et seq.
- G. **Restrictions/Exclusions/Miscellaneous Provisions:**

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1. A member may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period an additional twenty (20) days may be requested or granted if the event was originally expected to have duration of forty (40) days or longer for a maximum of forty (40) days to be used per catastrophic event.
2. Days granted but not used will be returned to the Bank. One (1) day used will be equal to one (1) day at the member's rate of pay.
3. Leave granted under this Agreement will be coordinated with the fifty percent (50%) leave to create a full day of wages. The Sick Leave Bank will be debited one-half (1/2) day for each day used. The coordination of Catastrophic Leave and fifty percent (50%) pay will not extend the one hundred (100) days entitlement per event.
4. Leave from the Bank: may not be used for illness or disability which qualified the unit member for worker compensation benefits.
5. When the Catastrophic Leave Bank: Review Committee reasonably presumes that the applicant may be eligible for a disability award or a retirement under STRS, the committee may request that the unit member apply for the disability or retirement. Failure of the unit member to submit a complete application within twenty (20) days of the request shall disqualify the unit member from further catastrophic leave Bank payments.
6. By August 1, of each year, the balance in the Bank will be reconciled. The Association will be notified of the balance.
7. The program will be reviewed annually and the parties may mutually agree to make appropriate modifications to this program in writing.

22.11 Federal Family and Medical Leave Benefits:

- A. The District shall provide a unit member family care leave and medical leave in accordance with the provisions of this article, and in accordance with State and Federal law.
- B. Where the current contract provides a more generous benefit than the Family Medical Leave (FMLA), then the contract language shall prevail.
- C. Where the FMLA provides a more generous benefit than the current contract, then the FMLA shall prevail.

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#### **22.12 Parental Leave:**

- A. A unit member may use his or her current annual, accumulated, and differential sick leave (see Articles 22.2(A) and (B)) for purposes of parental leave, for a period of up to 12 workweeks.**
- B. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.**
- C. Parental leave taken pursuant to this section shall be subject to the following:**
  - 1. Parental leave shall run concurrently with leave taken pursuant to Articles 22.2 (Sick Leave), 22.3 (Personal Necessity), 22.6 (Adoption Leave), and 22.12 (State and Federal Family Leave Acts). However, a unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.**
  - 2. The aggregate amount of parental leave taken pursuant to this section (Article 22.7) shall not exceed 12 workweeks in a 12-month period.**
  - 3. A unit member shall be entitled to 12-workweeks of parental leave during any 12-month period.**
  - 4. Parental leave may be used intermittently as required by law. (Generally this leave must be taken in a minimum of two week blocks, except for on two occurrences when shorter intermittent leave shall be granted. The Assistant Superintendent of Human Resources may grant intermittent leave in blocks of less than two weeks beyond those two occurrences).**

#### **22.13 Jury and Legal Proceeding Leave:**

- A. When a unit member must be absent from duty to appear in court to testify or to serve on a jury, the unit member shall continue to receive his/her regular salary and shall return jury or witness fees to the District, exclusive of mileage and meal reimbursements.**
- B. A unit member is eligible for a paid leave of absence in accordance with Section 22.12.A, of this article in order to appear as a non-party witness in court other than as a litigant, or to respond to an official order from another governmental**

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jurisdiction for reasons not brought about through his/her connivance or misconduct.

- C. A unit member shall obtain a jury or court attendance report form from the court clerk to verify attendance in court.
- D. Unit members required to appear before a public agency on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be paid the difference, if any; between the compensation they receive from the public agency and their wages for each day of service.

**22.14 Military Leave:**

Unit members shall be granted military leave in accordance with the law. Unit members called into active service shall retain all benefits of District employment in accordance with the law.

**22.15 Unit Members Serving as Elected Public Officials:**

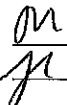
- A. Unit members serving public agencies as elected public officials may choose to take five (5) days of leave without loss of pay each school year to attend meetings related to that agency.
- B. Prior to taking such leave, the District shall have assurance in writing that the meeting is authorized by the agency.
- C. If there is need for leave beyond the five (5) day period, each request will be considered by the District on an individual basis, predicated upon the importance of the activity which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

**22.16 Legislative Leave:**

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for his/her term or terms in office.

**22.17 In-Service Leave:**

By mutual agreement between the unit member and the appropriate principal/supervisor, the bargaining unit member may be granted a paid leave for the purpose of improving his/her performance. Such leave could include class visitations, conferences, and workshops related to his/her assignment. Requests for such in-service leave will be made through the appropriate principal/supervisor who may consult with his/her site department chairperson(s) before acting upon the request.

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**22.18 Teacher Exchange Leave:**

- A. All unit members in the District shall be eligible to make application for the teacher exchange program. The exchange may be with teachers in either the United States or a foreign country. A unit member interested in exchanging positions with a foreign teacher must apply through the U. S. Office of Education in Washington" D.C., in accordance with the Fulbright-Hays Act of 1961.
- B. If the unit member requesting the exchange and the Board agrees to the exchange, the District shall pay his/her regular salary, making all deductions provided by law for retirement purposes during the period of exchange teaching. In such case the District shall not pay the salary of the exchange teacher serving the District in exchange for its regular unit member.
- C. Such leave when approved by the Board shall be granted for one (1) school year and may be extended two (2) additional school years. All arrangements must be completed by May 1 of the school year preceding the effective year of exchange unless, due to special circumstances, permission is granted by the Board to extend this date.

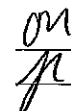
**22.19 Other Considerations:**

Written requests for consideration for unpaid leaves of absences for the unit members, who have permanent status with the District under California tenure laws, may be made for the following reasons:

- A. **Study Leave:** A unit member shall apply to the Board for study leave, including his/her approved program of study from an accredited college or university, no later than nine (9) weeks before its anticipated commencement. This leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.
- B. **Teaching in a Military Dependents School in a Foreign Country:** Requires documentation of acceptance from the authorized government agency; such leave shall not exceed two (2) school years.
- C. **Services Related to the Unit Member's Subject Matter:** Requires confirmation of the services to be rendered, duration of services, and the benefits that will be derived by the unit member upon completing a school year of service in the assignment.

**22.20 Other Non-Compensated Leave:**

Under the Education Code, any unit member may petition the Board for a non-compensated leave of absence which is not otherwise provided for by this Agreement or prohibited by law.

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**22.21 Return From Unpaid Leave:**

Excluding any other article in this Agreement (except Article 35, Transfer), Regular 7-12 school unit members who are granted unpaid leaves of absence longer than (1) year will not be assured of return to their prior position or site from which leave was taken. Assignment will be made in accordance with Section 35.3.

Unit members who intend to return from leave to serve at the start of the second semester shall notify the Human Resources Department by November 15 and by May 1 if they intend to return for the following school year. Requests for extension of unpaid leave must also be made in accordance with the dates identified within this section.

A unit member returning from a leave of one (1) year or less will be assigned to his/her prior site.

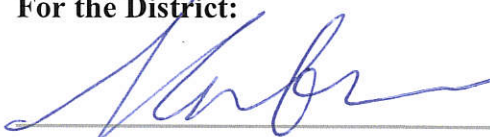
**22.22 Paid Leave:**


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A unit member on paid leave shall notify the District in writing by November 15 if they do not intend to return for the second semester of that school year by May 1 if they intend to return for the next school year. A returning unit member will be assigned to his/her prior site unless circumstances at the time prevent such placement.

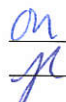
**For the Association:**

  
\_\_\_\_\_  
Ola Hadi, SEA Bargaining Chairperson

**For the District:**

  
\_\_\_\_\_  
Jennifer Carbuccia, General Counsel

  
\_\_\_\_\_  
Thomas Glover, Assistant Superintendent of  
Human Resources

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**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 18, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 25, Induction. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees. The Parties Agree to Replace existing language with the following:

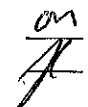
**ARTICLE 25  
Teacher Induction and Support Programs**

**25.1 Program Definition:**

The programs include Induction and various support programs for new and continuing teachers. The SUHSD Teacher Induction program matches contracted teachers with mentors to develop proficiency in the California Standards for the Teaching Profession (CSTPs) through various support programs. The District and the Association shall collaborate to ensure that the Induction Program based on Section 44279.2c of the Education Code meets all state standards as established by the CCTC and CDE. The District will provide program access to all Bargaining Unit Members.

**25.2 Participants:**

- A. Induction Candidates: Induction Candidates are certificated unit members holding Preliminary or Intern credentials. All teachers holding Preliminary Credentials must begin participation in SUHSD Induction within 30 days of hire. Interns may or may not begin Induction coursework prior to issue of Preliminary credentials. Interns will participate in a mentoring relationship with colleague(s) at their site and/or in their content area. In addition to engagement with mentors, candidates participate as students in an online SUHSD Induction course, where they document engagement in an Individual Learning Plan (ILP) process and generate evidence of proficiency in the California Standards for the Teaching Profession (CSTPs).
- B. Peer Assistant and Review (PAR): Permanent teachers who have received a summary evaluation that is rated as unsatisfactory (Education Code 44500).

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- C. Other: Experienced teachers who are new to the District or new teachers hired late in the year.

25.3 **Joint Governance Panel:**

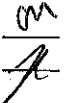
The teacher support programs will be governed jointly by the District and the Association. The annual Mentor team will be approved by the Joint Governance Panel. The Joint Governance Panel will monitor the progress of the Mentors and the teacher participants. The Joint Governance Panel will be composed of five (5) members selected by the Association and four (4) members selected by the District. Members of the Panel serve a term of one (1) year. Association representatives may be re-selected by the Association at the discretion of the president of the Association. District representatives may be re-selected at the discretion of the Superintendent or designee. Five (5) affirmative votes will be necessary for any decision of the Panel that requires a vote be taken. The Joint Governance Panel will convene every other month.

Bargaining unit members who serve on the Joint Governance Panel will receive the pro rata per diem rate of pay for any work outside their normal duty day which is approved by the Induction Program Manager. Panel members shall receive one (1) hour of preparation time, paid at pro rata per diem, on any day that they are required to be away from the classroom for the entire day to perform duties authorized by the Induction Program Manager for Induction related duties or by the designee from Human Resources for PAR related duties. Bargaining unit members on the Team may also access class coverage and substitute funds so they may accompany the Induction Program Manager, Induction Mentors and/or Candidates on site visits or other work related to Induction in the SUHSD.

25.4 **Mentor Positions/Selection:**

Induction Mentors are experienced teachers holding Clear Teaching Credentials who have been activated from the Induction Mentor Pool on a yearly basis for an expected term of at least two years. An Induction Mentor engages each Induction Candidate in at least 30 hours of mentoring throughout the calendar year and may work in one of three capacities:

- A. Full-time (1.2 FTE) classroom release (to support up to 20 Candidates)
- B. Half-time (.60 FTE) classroom release (to support up to 10 Candidates while concurrently working at least .20 FTE as a classroom teacher), and

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- C. Extra duty (to support up to 3 teachers beyond the duty day and compensated at a rate of \$1670 per Candidate).

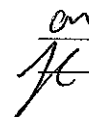
Mentors attending professional development beyond their work day are compensated. Teachers apply to become members of the Induction Mentor Pool. Those meeting standard expectations join the Pool. By April 15th of each year, the Induction Program Manager recommends activation of a Mentor Team of individuals from the Pool to serve a one-year term the following year in proportion to Candidate needs (region, content area, existing relationships). The Joint Governance Panel approves recommended Team (or recommends changes prior to approval). Unless the Program Manager cites multiple data sources warranting deactivation of individual(s) by the Joint Governance Panel, mentors serve for terms of at least 2 years. Additional mentors may become activated as candidates are hired throughout the year. All participants will be evaluated in accordance with Article 14, Evaluation, of the Collective Bargaining Agreement. An Induction Mentor will not be the evaluator of any Candidate. Induction Mentors will not be asked to recommend or not recommend teachers when the District is considering the re-election of the teacher.

**25.5 Induction Program Duration:**

Candidates engage in standard Induction program activities over a two (2) year period of time. A Candidate is considered officially enrolled in SUHSD Induction once s/he has submitted forms accessible via the Induction page of the SUHSD Professional Growth website. Qualified Candidates may apply for the one (1) year Early Completion Option (ECO). The deadline to apply for the ECO is the end of the first quarter of each year; all selected ECO applicants will be notified by the end of the tenth week of the year. ECO completers will be notified of their status within one year of their enrollment in SUHSD Induction. If a participating teacher is unable to complete all of the Induction Program requirements within the two (2) year period, he/she may file an appeal for an extension to the Teacher Induction Program Manager no later than the first semester of the third year. If the extension is granted, the requirements of the program will remain the same, but support may be limited.

**25.6 Accommodating Mentor Needs:**

Full-time Induction Mentors will be provided work space and equipment. Half-time Induction Mentors will be housed at the site where they teach at least one classroom period. Extra duty Mentors will work from their home schools and will receive half their candidate stipend at the end of first semester and the other half at the end of the second semester. Mentors matched to candidates outside their home schools may request

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reimbursement of mileage related to travel to and from meetings with Candidates for Induction business. Mentor participation in required professional development events (two hours every other month) is compensated at the extra duty curriculum writing rate of pay. At the completion of the mentoring assignment all Full-time Induction Mentors will be allowed to return to a classroom assignment at his/her previous site to a comparable teaching assignment.

**25.7 Appeals Process:**

When necessary, the Induction Program Manager will negotiate with candidates and mentors to revise matches on an ongoing basis. Changes in mentor/candidate matches will be discussed by all concerned and whenever possible decisions will be derived from consensus. The Joint Governance Panel will meet with the Induction Program Manager to discuss and resolve any appeal within one month of its submission.

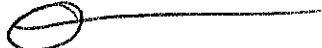
**25.8 Professional Development:**

Induction Mentors participate in regular opportunities for professional development in the areas of coaching, adult learning theory, effective communication and other topics as determined by mentors, the Induction Program Manager and members of the Joint Governance Panel. All mentors will be offered ten hours of paid pre-service training and at least two hours of training every other month. Additionally, an online Induction Mentor Networking course provides mentors ongoing opportunities to problem solve and gain access to resources. Candidates participate in ongoing engagement with mentors (at least 30 hours over the course of the year) and receive two hours' training every other month.

**25.9 PAR:**

The Parties agree that the Joint Governance Panel will develop a pilot program for the 2017-2018 school year, subject to agreement of the Parties, through which to deliver PAR services. Human Resources Service Division shall manage the PAR pilot program's implementation, services and oversight. The Parties will negotiate over PAR language after the pilot is completed. Section 25.9 will sunset as soon as a side letter implementing the PAR pilot is executed and the parties complete negotiation over language changes.


**For the Association:**

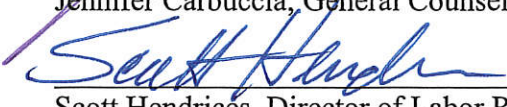


Ola Hadi, SEA Bargaining Chairperson

SEA  
District

**For the District:**

  
Jennifer Carbuccia, General Counsel

  
Scott Hendricés, Director of Labor Relations

  
Thomas Glover, Assistant Supt. of H.R.

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**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 18, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 30, Replacement or Repair of Employee's Personal Property. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 30:

**ARTICLE 30**

**REPLACEMENT OR REPAIR OF EMPLOYEE'S PERSONAL PROPERTY**

- 30.1 The District will pay the cost of replacing or repairing personal property of an employee such as vehicles, or eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when such items are damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty.

The District will reimburse an employee for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to Section 30.2.C.

If the items are damaged beyond repair, or stolen, the actual value of such items will be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation.

- 30.2 Payments shall be based on the following:

- A. No payment shall be made for any loss having a value of less than ten dollars (\$10) at the time of damage or theft nor shall any payment be made for repairs of less than ten dollars (\$10). The maximum payment for anyone (1) loss shall not exceed ~~three~~ five hundred fifty dollars (\$350) (**\$500**) except in the case of vehicles where payment shall not exceed ~~six~~ **nine** hundred dollars (~~\$600~~) (**\$900**).
- B. A written request for reimbursement for damage to property shall be filed by the employee with the Office of Risk Management, on forms provided by the District, within forty-five (45) days of the date of loss and shall be signed by the employee's immediate supervisor, principal, or department head. The Office of Risk Management shall conduct such investigation as may be necessary.

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- C. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property (with the exception of the items listed in Section 30.1) used in the schools or offices is provided only when approval for the use of the personal property in the schools or offices was given before the property was brought to the school or office, when the value of the property was agreed upon by the person bringing in the property and the administrator. All personal property shall be listed on forms provided by the District. Principals are encouraged to make every effort to release employees in order to reconstruct teacher made materials without causing additional cost to the District and without disrupting the educational program of children.
- D. Reimbursement for vehicle damage shall be limited to payment for damages resulting from malicious acts of others or student caused damage while a vehicle is being used on authorized school business or while parked or driven:
1. On District property;
  2. Adjacent to school or other District premises;
  3. On the site of authorized school District activities.
- E. Collision is specifically excluded from this coverage.
- F. Where the claim involves a vehicle, or theft of property, a report shall be made to the police and a copy of the police report shall be provided to the Office of Risk Management. If the damage is to a vehicle, two (2) estimates of repair cost shall be provided.
- G. The employee must assign to the District right of subrogation to the extent of any payments made by the District. The employee shall also submit a copy of any insurance claim related to this loss.
- H. Upon completion of the aforementioned process, the completed claim will be reviewed for compliance with Section 30.1 and Section 30. If approved, payment will be processed within thirty (30) days after approval by the Director of Risk Management.
- I. The decision of the Director of Risk Management is not subject to the grievance procedure. The procedures for processing claims are subject to the grievance procedure.
- J. An annual report shall be provided to the Association. The report shall include the number of claims submitted, the number of claims paid, the number of claims appealed, and the total dollar amount paid to unit members. The report should be

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designed so that it distinguishes between bargaining units and also shows statistics for management claims separately.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
April 13, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles 10, Consultation Rights. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties agree to the following changes in Article 33:

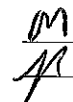

**ARTICLE 33  
SUMMER SCHOOL/INTERSESSION**

**33.1 Selection Procedures for 7-12 Schools:**

- A. Unit members interested in applying for Summer School/Intersession teaching assignments shall indicate their interest by filling out an application form prepared by the District no later than forty-five (45) duty days prior to the starting date of Summer School and twenty (20) duty days prior to the start of Intersession. The District may waive the filing date when it deems it necessary.

The following criteria shall be considered when selecting unit members for Summer School or Intersession assignments.

1. Staffing needs of school and students
  2. Experience teaching subject(s)
  3. Teaching credentials
  4. Major and minor fields of study
  5. Evaluation of prior teaching experience
  6. District seniority
- B. The District will identify anticipated potential Summer School/Intersession positions, as soon as practical but in no event later ten (10) duty days prior to the start of the Summer School and ten (10) duty days prior to the start of Intersession. Should an additional session(s) be activated, the District will identify potential teaching positions as soon as practical. The District will have posted on the bulletin


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boards of each school in the District the positions identified in Section 33.1.B. stated herein. The Association will be provided a copy of these postings.

- C. If the District offers Intersession, the District will first post at the site and site bargaining unit members will be given first consideration. If there are insufficient number of qualified applications, the district will post to all other members.
- D. Summer School/Intersession assignments shall be made on a year-to-year basis. Election to a Summer School/Intersession assignment automatically terminates at the end of the summer session.
- E. The selection procedure does not preclude the District from selecting persons for Summer School or Intersession teaching assignments who have special credentials and/or who are recognized for their work in a particular assignment and are not presently certificated employees in the District. Except as provided in Section 33.1.D. herein, the District shall assign unit members in the bargaining unit to Summer School or Intersession positions before other personnel.
- F. Summer School or Intersession assignments may be terminated whenever the District determines that sufficient enrollment does not exist.

### 33.2 Summer School/Intersession Leaves:

- A. **Sick Leave:** Employees serving in 7-12 Summer School; shall receive two (2) days of sick leave for the entire Summer School assignment. Bargaining unit members working Intersession shall receive one (1) day of sick leave for the entire Intersession assignment. Sick leave accumulated during the regular school year may not be used during Summer School or Intersession assignments. Unused sick leave shall be credited to the regular school year sick leave accumulation.
- B. **Bereavement Leave:** One (1) day bereavement leave for death of any member of his/her immediate family is provided to Summer School and Intersession unit members. Members of the immediate family are: mother, stepmother, father, stepfather, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.
- C. **Child Bearing Leave:** A pregnant employee may take sick leave in accordance with sick leave provided in Section 33.2.A. of this leave provision.
- D. **Adoption Leave:** With notification to the Human Resources Department, Summer School/Intersession unit members may take one (1) day to be deducted from sick

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leave provided in Section 33.2.A, for the purpose of adopting a child. If the sick leave provided in Section 33.2.A has been used, the employee may be granted unpaid personal leave for one (1) day for the purpose of this section.

- E. Unit members may use sick leave provided for Summer School/Intersession in Section 33.2.A, for personal business which is of such a nature that it requires the unit member's immediate attention. Personal necessity leave may not be used for recreational purposes of any kind.

### 33.3 Duty Hours/Wages:

A. Credit Recovery:

The 7-12 work day shall be four and one-half (4 1/2) hours. The unit members' workday assignments will consist of two (2) two- (2-) hour classes (four [4] hours of instruction) and a thirty (30) minute preparation period.

B. Other Instructional Program:

The 7-12 Fall/spring/and Summer Sessions work day shall be determined by the District needs. Assignments will be a two (2) hour minimum in duration. Programs covered by this agreement may include Extended Year, Tutorial, Enrichment, Intervention and Bridging. Sites will determine the program structure and schedule. If assignments covered in this section meet or exceed three and one-half (3 1/2) hours then the unit member work day shall include the thirty (30) minute preparation period.

The principal may schedule one (1) faculty meeting for the summer session which may exceed the regular duty day. The daily rate of pay for serving a full-time 7-12 Summer School/Intersession assignment shall be listed in Appendix ~~C-6~~<sup>C-7</sup>. Less than full-time assignments shall be prorated according to the workday established by the principal. The Association and the District recognize that the provisions of this article may be waived for unit members of special education. The established hourly rate shall be listed in Appendix ~~C-6~~ of those situations.

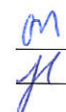
~~C-6~~<sup>C-7</sup>

- 33.4 The only provisions of the Collective Bargaining Agreement applicable to Summer School/Intersession are:

Article 1 Agreement

Article 2 Association Recognition

Article 3 Association Rights, inclusion of the benefits provided in this section are not increased by being applicable to Summer School/Intersession. There are no additional leave days of any kind added to this Agreement for providing said benefits in this Summer School/Intersession article.

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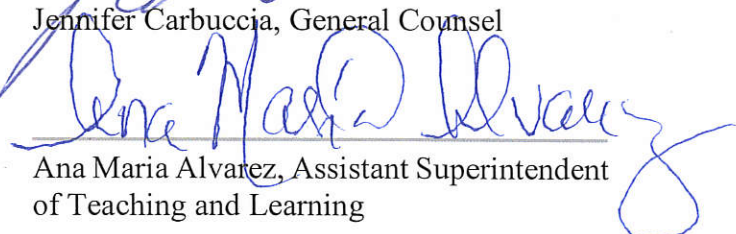
Article 8	<u>Complaint Procedure</u>
Article 10	<u>Consultation Rights</u>
Article 14	<u>Evaluation</u> , Sections 14.2 and 14.3.B.
Article 17	<u>Grievance Procedure</u>
Article 19	<u>Just Cause Discipline</u>
Article 20	<u>Just Cause Suspension</u>
Article 22	<u>Leaves</u> , Sections 22.8, 22.11, <del>and</del> 22.12, <b>and 22.13</b>
Article 24	<u>Negotiation Procedures</u> , Section 24.1, 24.3 and 24.4
Article 26	<u>Non-Discrimination</u>
Article 30	<u>Replacement Or Repair Of Employee's Personal Property</u>
Article 31	<u>Safety Conditions Of Employment</u>


- 33.5 The Superintendent or his/her designee and the Association shall each appoint four (4) members (or such other number as they mutually agree on) to serve on a joint committee to study Summer School/Intersession, and hourly programs. **Within thirty (30) days following the ratification of this contract, and thereafter as needed, the committee will meet.**

**For the Association:**

  
 Ola Hadi, SEA Bargaining Chairperson

**For the District:**

  
 Jennifer Carbuccia, General Counsel  
  
 Ana Maria Alvarez, Assistant Superintendent  
 of Teaching and Learning

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**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 18, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 34, Teaching Assignments. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 34:

**ARTICLE 34  
TEACHING ASSIGNMENTS**

**34.1 Development of Teaching Assignments:**

- A. The site principal shall make a form available to unit members on which they may submit their preferences for a teaching assignment for the ensuing year. The unit member may submit the form by April 1 to the principal.
- B. A tentative draft of each department's teaching assignments, (i.e., number of sections) shall be submitted by the principal to the department for its reaction and input.
- C. A section is a teaching or non-teaching assignment on the master schedule. Non-instructional resource sections will be included with the appropriate department on the tentative Master Schedule.
- D. The total number of assignments or sections make up a bargaining unit member's position. (A resource assignment in one section does not constitute a resource position).
- E. The principal shall consider the input obtained through these measures and through consultation with the FAC in developing the teaching assignments.
- F. Except as provided in this Agreement, full-time 7-12 unit members serving in classroom teacher assignments shall have no more than five (5) class periods assigned with students and the sixth period shall be a preparation period. The six (6) periods shall be consecutive. Each period of the 7-12 day shall be approximately sixty (60) minutes in length. If the implementation of an innovative schedule results in a different configuration, such as a block schedule, the unit

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member shall be guaranteed the equivalent of five (5) preparation periods per week.

- G. Principals shall make reasonable efforts to ensure that a unit member is assigned to no more than three (3) preparations. A "reasonable effort" shall not include the addition of staff or a reduction in the number of courses offered.
- H. With the approval of any teacher, the District may assign that teacher to teach six (6) periods during the first semester and four (4) periods during the second semester with no increase or decrease in compensation.
- I. Principals shall consult with affected unit members prior to making reassignments for the second semester.
- J. Assignments shall not be made in an arbitrary and capricious manner.
- K. ~~Special education teachers shall have the equivalent of at least nine (9) days a year to work on IEP's, testing, and consultation. These teachers, in collaboration with the School Psychologist and the site administration, shall have the option of "pooling" these days and redistributing them according to the needs of the site. Days that aren't used for IEP's, testing or consultation may be used for staff development that has a special education focus.~~

*(Moved to Article 37.2)*

- L. Online and Credit Recovery classes offered or contracted by the district shall be taught by qualified unit members. Any classes offered to our students outside the district are excluded. Open positions will be staffed by qualified unit members in accordance to Article 35, Transfer. Additional training may be required of selected unit members and provided by the district.

#### 34.2 Master Schedule:

- A. The master schedule for semester I shall be on the agenda and discussed at FAC meetings at least once per month during March, April and May. The master schedule for semester II shall be on the agenda and discussed at least once per month during November, December and January for schools following a traditional calendar and during October, November and December for schools following a year round calendar.
- B. A draft master schedule for semester I, which contains all proposed assignments for the following semester's schedule, will be presented to the FAC during an FAC meeting no later than the third Monday of May.
- C. A printed copy of each year's tentative master schedule shall be posted by June 1 of each year. A revised tentative master schedule shall be posted by the first duty day for teachers.

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- D. Second semester tentative master schedules shall be posted four (4) weeks prior to the start of the semester.

34.3 Modification of Instructional Program/Innovative Schedules:

- A. Each period of the 7-12 day shall be approximately sixty (60) minutes in length. The length of class periods may be modified by the principal to allow for other instructional programs after consulting with the FAC and the change is approved by a sixty percent (60%) site unit member vote.

The programming of advisory, silent reading and nutrition break are not considered as teaching periods under this section. Unit members assigned to advisory, SSR, directed study, or any other such program, will not be required to give scholarship grades in those classes.

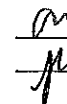
In addition, a principal and unit members may modify the class periods to provide for innovative scheduling provided that sixty percent (60%) of the unit members voting approve for this modification.

- B. The following procedures will be followed for considering and implementing an innovative schedule:

1. **New School/New Programs:** An innovative schedule may be suggested for study by consensus of the FAC or by a petition signed by twenty-five percent (25%) of the **bargaining** unit members at the site. When an innovative schedule is approved for the first time, the plan will include a time line for periodic evaluations. The FAC will ensure that an evaluation will occur yearly. Adjustments may be made as a result of the evaluation. By May 15 of the third year, the staff will vote to either continue or discontinue the current schedule.
2. All sites implementing an innovative schedule shall be required to offer on-going staff development training.
3. If a current program is discontinued, or a proposal does not receive the necessary vote for implementation then that same proposal cannot be reconsidered for a period of three (3) years unless it can be clearly demonstrated that significant changes have taken place at the site.

C. **Election Process**

1. **Ballots shall include the purpose for the change and exact bell schedule.**
2. **SEA Site Representatives shall conduct the election over a period of three (3)**

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consecutive duty days and every effort shall be made to ensure that all site bargaining unit members have an opportunity to vote.

3. 60% of site bargaining unit members voting must approve the change before it shall be implemented.

34.4 One-Sixth Assignments:

- A. The availability of one-sixth (1/6) assignments will be announced at the site through normal means of communication such as bulletin notices, faculty meetings, and e-mail. Noticing of positions shall include the actual subject matter of the one-sixth.
- B. The parties agree that it is best practice for all non-instructional resource assignments to be built into a teacher's 1.0 position as opposed to treating these sections as one-sixths. For teaching positions that include both instructional and non-instructional assignments, any resource assignment not built into a teacher's 1.0 position shall count towards the cap set forth in 34.4F, but will not be subject to noticing and rotation requirements. In no case shall a resource assignment be a one-sixth for the same teacher for two consecutive years.
- C. Unit members may volunteer to teach a sixth period subject to the restriction in Sections 34.4.FB., below. First consideration for selection will be given to unit members who were not assigned a sixth teaching period the previous year. No teacher shall teach a seventh period.
- D. The District and Association agree that it is not the intent of this modification to reduce the number of teaching positions. If the total of one-sixth (1/6) teaching assignments in a discipline or subject area reaches the equivalent of a 0.8 FTE position, the District shall post the vacancy for hiring.
- E. The following positions are excluded from the count and calculation of one-sixth assignments under 34.4.F: 1) Learning Center Teachers, 2) Special Educators, 3) Full-time Resource Positions.
- F. One-sixth (1/6) per diem assignments in the 7-12 school assignments (excludes Learning Center, Special Education, and Full-time Resource positions) will be calculated and capped by site as follows:

**High School one-sixth (1/6) per diems:**

1 <sup>st</sup> Semester	Fifteen (15) per site
2 <sup>nd</sup> Semester	Eleven (11) per site

**Middle/Junior High School one-sixth (1/6) per diems:**

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1 <sup>st</sup> Semester	Nine (9) per site
2 <sup>nd</sup> Semester	Nine (9) per site

~~The District agrees that it is not the intent of this modification to reduce the number of teaching positions. If the total of one-sixth (1/6) teaching assignments in a discipline or subject area reaches the equivalent of a 0.8 FTE assignment, the District shall post the vacancy for hiring. In addition, teachers who are assigned a sixth period under the provisions of Section 34.4.B., are not calculated in the assignment of teachers under this section.~~

- G. Each semester, the Association will be provided with a report on the use of one sixth (1/6) per diems.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendrices, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

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**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 12, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 35, Transfer. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 35:

**ARTICLE 35  
TRANSFER**

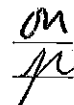

35.1 Definitions:

For the purpose of transfer within the Sweetwater Union High School District, the following definitions will hold:

- A. A transfer is defined as a change in regular assignment from one (1) 7-12 School or site to another 7-12 school or site within the District.
- B. A voluntary transfer is one initiated by a unit member in the regular 7-12 School program in the District.
- C. An involuntary transfer is one initiated by the District due to declining enrollment, declining F.T.E. (verified by site data at the time of an involuntary transfer), and/or demonstrable instructional need(s) in accordance with the needs of the District. Supportive data shall be discussed with the FAC.
- D. An administrative transfer is a change in regular assignment from a school site initiated by the District.
- E. An open position is any full-time position on a site master schedule which is not assigned to a permanent or probationary unit member. Temporary positions shall not be designated as open positions.

The FAC will be notified on the first day of the semester of any open positions remaining. Postings for open positions shall be in accordance with Section 35.2.

- F. Temporary positions will be identified by the District at each site. Such positions will be designated in accordance with the provisions of the Education Code. The

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number of temporary positions will not exceed the number of temporary unit members authorized by the Education Code. Temporary positions are not subject to posting requirements.

- G. Seniority is defined as the longest number of years of District seniority as defined by the Education Code.

### 35.2 Voluntary Transfer:

- A. The District shall post on the Human Resources webpage, provide to the Association and school sites via district e-mail, and via district e-mail communication to each member.
1. Postings will be made the first working day of May, June, July, and August, May 15, and June 15, two (2) weeks prior to the start of semester I, and ten (10) duty days prior to the start of semester II.
  2. Creation of an open position by any resignation, retirement, death, or otherwise separates from the District, or increased enrollment during semester I will be posted for semester II. Any other positions which are open after the final posting for that semester will be filled at the discretion of the District.
  3. Second semester vacancies will be posted for the next semester on the same basis as postings made pursuant to Section 35.2.A.2.
  4. Posting dates other than those identified will be at the discretion of the District.
  5. All postings shall be for a minimum of six (6) duty days and shall contain a closing day for submitting requests for transfer.
  6. No assignments to fill the open positions shall be made until after the closing date.
  7. The District shall determine temporary positions. The number of temporary positions will not exceed the number of temporary employees authorized by provisions of the Education Code.
  8. Each posting must contain information on work location, subject areas to be taught, required credentials and special qualifications, if applicable.
  9. All full-time class size reduction positions must be posted unless they are determined to be temporary.

10. Positions designed to replace a teacher on leave for a year or less will be given to the teacher returning from leave. If the teacher does not return from leave in a year, the position becomes an open position.

11. If a posting includes more than a single subject area, then the area with three (3) or more sections will be listed first. In this case, the subject listed first will be the area used to determine whether an applicant has a point for major/credential in the subject area of the posting. The area that has more sections will be used to determine points under the criterion of Section 35.2.B.1.

If no one (1) subject area has more sections than the others, one (1) of the subject areas with the higher number of sections will be listed first. That subject area listed first will be given the points for major/credential under the criterion.

12. If a posted position becomes void, postings of that position will be voided on the next posting. Postings of voided positions must be canceled prior to posting any position which contains all or part of the assignment specified by the voided position.

13. Whenever the District opens a new school, the provisions of this article shall apply only to one-half ( $\frac{1}{2}$ ) of the positions identified to staff the new site. All other positions shall be filled in accordance with District needs. The Association and the District shall meet to determine the period of time for which this provision shall apply.


14. The District and the Association may mutually agree to exclude specific positions with unique requirements from the posting/selection provisions of this article.

15. Upon request, a District representative and representative of the Association will meet with a Human Resources administrator to discuss the information and procedures of postings to unit members.

B. Unit members who desire a transfer to a posted open position may file a transfer application with the Human Resources Department. Applications of all qualified unit members will be sent to the site principal for selection. The site principal will screen the applicants for consideration. Unit members will not be eligible for voluntary transfer during the first year of their probationary period.

If there are six (6) or more qualified unit member applicants for the posted position(s), then a unit member shall be selected for the position(s).

If there are five (5) or fewer qualified unit member applicants, then the District will

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interview all the applicants along with non-unit members and may select either a unit member or a non-unit member(s) for the position(s).

On-site unit members will be considered for open positions before the position is posted. Unit members may make their interest in potentially available positions known through use of the assignment preference form or through direct communication with the site principal or the FAC.

The following criteria shall be used by the principal in selecting an applicant for the posted position. In the event of a tie, these criteria shall be applied in rank order:

1. Major, primary authorization or authorization listed on a specialist credential.

2. Seniority.

2.3. Bilingual specialist, bilingual certificate of competence, bilingual emphasis credential.

3.1. Seniority.

4. Previous performance evaluations.

5. Flexibility of credential.


5. Extra service.

#### C. Application of Criteria:

1. **Major/Minor Credential:** The intent of this criterion is to give preference to those with majors in the field of the posting over those with minors in the field. This criterion may be met by having a "major" listed as such on the credential (standard secondary); it may be listed as a major on college transcripts; it may be listed as the primary authorization in a single subject credential or a specialist credential.

If an applicant (lacking a major in the posted position) has a minor or supplementary authorization and has taught in a specific subject for ten (10) years or more, he or she will receive a point for major/credential. The burden of providing satisfactory proof to the District of such experience rests with the applicant.

2. Seniority: Only District seniority is applicable in voluntary transfers. The most senior remaining applicant (in later rounds) receives a point.

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~~2.3.~~ **Bilingual:** Only those credentials listed in Section 35.2.B.2, are recognized for points under the application of this criterion. Applicants must hold one (1) of the listed bilingual certificates to receive a point in this category. Only Spanish and Tagalog certificates will be counted within the scope of this criterion. The Bilingual Fluency Exam (FSI Standard) shall be dropped from the criterion.

~~3.1. Seniority:~~ Only District seniority is applicable in voluntary transfers. The most senior remaining applicant (in later rounds) receives a point.

4. **Evaluations:** The last two (2) performance evaluations must have an overall satisfactory rating in order for the applicant to receive a point.

5. **Flexibility of Credential:** An applicant shall receive a point for being credentialed to teach three (3) or more subjects. A CLAD credential, LDS certificate, and ELD certificate shall be included among the credentials that may be considered for the awarding of an extra point.

~~5. Extra Service:~~ An applicant will receive a point for extra service if the applicant agrees to serve in a specifically identified extra service assignment for one (1) year. Extra service assignments shall not be indicated on the posting of the teaching assignment.



6. **Tie Breaker:** If there is a tie among applicants, the rank order of criteria will be used to break the tie. If rank order does not determine a selection, the selection shall be made by the principal.

When offered the transfer position, a unit member has five (5) duty days after District notification to accept the offered position. If the first unit member fails to accept the offered position, the unit member with the next highest number of points shall be offered the position until the position is filled.

If a teacher resigns from a position after having accepted the position, the new open position will be posted if it falls within a posting period specified within this article.

D. Unit members who are considered but not selected for the posted position will be notified of their non-selection. They may also request a written statement from the Human Resources Department or designee indicating the reasons the unit member was not selected.

E. The Association shall be provided with a list of all applicants for each posted position concurrently with release of the list to the site. After each Board meeting,

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the Association shall be provided the employment, change of status, and separations of certificated personnel.

- F. During the summer months and Intersession periods, a unit member may leave a letter on file with the District and with the Association indicating his/her transfer desires should a position arise.
- G. Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.

### 35.3 Involuntary Transfer:

- A. If a reduction of staff is necessary at a school site, the principal shall determine the staffing needs of the school site. The principal will discuss the staffing needs with the FAC. When an involuntary transfer is necessary at the school site, the principal shall first solicit unit members to voluntarily transfer. If no unit member volunteers to transfer, the following criteria shall be used by the principal in identifying the individual to be transferred:

- 1. Staffing needs
- 2. Credential, major, minor, and/or special considerations

After the principal, with input from the FAC, has determined the area(s) of subject(s), and reduction(s), the following seniority system shall be considered to identify the involuntary transfer(s):

- a. Longest number of years of District seniority as defined by the Education Code;
  - b. Longest number of years of consecutive service at the school or site;
  - c. Longest number of years of service with the department;
  - d. The District's ability to place the involuntary transfer(s) at another site.
- B. 7-12 school involuntary transferees shall be notified in writing as soon as practicable after the need for transfer is confirmed. All notices of involuntary transfer shall include the reason for the involuntary transfer.

An involuntary transferee shall be given the right of the first refusal to his/her original site for vacancies for which he/she qualifies which occur within twelve



(12) months of the date of transfer.

- C. Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred whether voluntary or involuntary if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.
- D. On or about December and June of each year, the involuntary transferees, teachers returning from special assignment, and persons returning from leave will be identified. The District, in consultation with the Association, will determine which positions are to be withheld from posting so they can be offered to the involuntary transferees and persons returning from leave.

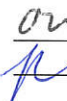
The District will attempt to fill positions within thirty (30) days prior to the start of the semester or by June 15.

Any withheld positions not taken by an involuntary transferee, teachers returning from special assignment, or persons returning from leave will be posted, unless the position(s) are identified as temporary positions. The involuntary transferees, teachers returning from special assignment, and persons returning from leave will be given a chance to select from this pool of available positions.

Involuntary transferees will select available positions in order of District seniority. They will be given one (1) chance to select a position from this pool afterwards the unit member(s) should apply for posted positions for which they qualify.

After July 1, the District may place involuntary transferees, teachers returning from special assignment, and unit members returning from leave in accordance with the needs of the District. Placement may not be arbitrary or capricious, nor shall it restrict the right of a bargaining unit member to otherwise apply for transfers in accordance with this article.

- E. Involuntary transferees created in the conversion of a junior high school to a middle school will be given the right of first refusal for positions for which they qualify at the newly formed or receiving four (4) year high school. If more than one (1) unit member expresses interest in the position, the criteria of Section 35.2 will be applied.
- F. Involuntary transferees created in the conversion from nine-twelve to ten-twelve schools and seven-eight to seven-eight-nine schools will be given the right of first refusal for positions for which they qualify at the newly formed school. If more than one (1) unit member expresses interest in the position, the criteria of Section 35.2 will be applied.

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35.4 Administrative Transfer:

Should a determination be made by the Superintendent or his/her designee that an administrative transfer is necessary, such a transfer may be made following a conference with the unit member(s)

No such transfer shall be made in an arbitrary or capricious manner.

Any open position created by an administrative transfer shall be posted if it falls within the posting period.

Upon request, one (1) day of instruction free duty time for preparation and orientation in the affected school shall be allocated to the unit member being transferred if school is already in session. In order to facilitate the change in assignment, custodial services shall be provided at the request of the unit member.

35.5 Layoff:

If the District sends out letters of layoff to bargaining unit members, copies of said letters or a list will be sent to the Association at the time the unit member is notified.

35.6 Transfer From Adult Education:

Teachers transferring from the adult education program to the 7-12 program shall be given step credit based on their years of service in the Adult School program. One (1) year of credit shall be given for each year of service in which the teacher has worked nineteen (19) hours a week for seventy-five percent (75%) of the school year. (See Appendix C-5)

~~35.7 Return From Unpaid Leave:~~

~~Excluding any other article in this Agreement (except Article 35, Transfer), regular 7-12 school unit members who are granted unpaid leaves of absence longer than one (1) year will not be assured of return to their prior position or site from which the leave was taken. Assignments will be made in accordance with Section 35.3.~~

~~Unit members who intend to return from leave to serve at the start of the second semester shall notify the Human Resources Department by November 15 and by May 1 if they intend to return for the following school year. Requests for extension of unpaid leave must also be made in accordance with the dates identified within this section.~~

~~A unit member returning from a leave of one (1) year or less will be assigned to his/her prior site.~~

35.8 Paid Leave:

~~A unit member on paid leave shall notify the District in writing by November 15 if they do not intend to return for the second semester of that school year and by May 1 if they intend to return for the next school year. A returning unit member will be assigned to his/her prior site unless circumstances at the time prevent such placement.~~

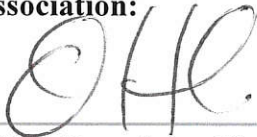
35.9 Teacher on Special Assignment:

1. Unit members on special assignment for one (1) school year or less will be returned to their prior site at the conclusion of the special assignment.
2. Unit members on special assignment for longer than one (1) school year will be assigned in accordance with Section 35.3.D.

35.10 Applicability of Education Code Section 35036:

The provisions of this Article shall be subject to the provisions of Education Code Section 35036.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Thomas Glover, Assistant Superintendent of Human Resources



**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 36, Wages. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 36:

**ARTICLE 36**

**WAGES**

On or before February-May 1, 2015-2017 both parties agree to reopen Article 18, Health and Welfare Benefits and Article 36, Wages.

- 36.1 The Parties are in agreement that effective January 1, 2014~~2017~~, there will be an increase of two **three point seven five -percent** (23.75%) to the salary schedules for SEA unit members.

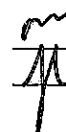
~~Effective July 1, 2014, the salary schedule shall be increased by three percent (3%). In addition to the three percent (3%) increase, forty five (45%) of the total of any additional local, state, or federal funds which are realized as a result of the final state budget for 2014-2015, as compared to the current projection of twenty eight and five hundredths percent (28.05%) gap funding, which can legally be used for employee compensation, shall be applied to the 7-12 and Adult School salary schedules.~~

~~Example: If the District receives an additional ten million dollars (\$10,000,000) as an increase in gap funding from the state, SEA will be allocated four million five hundred thousand dollars (\$4,500,000). (SEA unit members represent sixty percent (60%) of seventy five percent (75%), which is forty five percent (45%) of additional dollars above the current projection of twenty eight and five hundredths percent (28.05%), which represents twenty one million three hundred thousand dollars (\$21,300,000) gap funding.~~

36.2 ROP Salary Increase:

~~Effective July 1, each year of this Agreement, the ROP salary schedule (Appendix C-8) will be increased by a percentage equal to the percentage increase in the state funded cost of living adjustment (COLA) to the ROP Program.~~

~~All ROP teachers shall be compensated at their hourly rate for conducting the mandatory annual meeting with community business entities.~~

 SEA  
District

36.32 ROTC Program:

- A. All ROTC Instructors shall be twelve (12) month employees.
- B. All ROTC Instructors shall be paid at the rate designated at the "minimum instructor pay" by their respective branch of the military. Per the Agreement between the military and the District, the District shall pay fifty percent (50%) of the salary and fifty percent (50%) shall be paid by the respective branch of the military.
- C. The District shall adjust its portion of the "minimum instructor pay" upon receipt of the most current documentation from the military.
- D. The "minimum instructor pay" of ROTC instructors and all adjustments thereto, shall occur independent of the 7-12 salary schedule contained in the Collective Bargaining Agreement.

36.3 Other Schedules:

- A. ~~2013-2014~~2016-2017: ~~All 2012-2013 schedules in Appendix C shall be increased by two percent (2%) effective January 1, 2013~~ **2016-2017 schedules in Appendix C shall be increased by three point seven five percent effective January 1, 2017.**
- B. ~~2014-2015: All 2013-2014 schedules in Appendix C shall be increased by three percent (3%) effective July 1, 2014. Additional increased will be based on language and example in Section 36.1~~
- C. ~~2015-2016: On or before February 1, 2015 both parties agree to reopen Article 18, Health and Welfare Benefits and Article 36, Wages.~~

36.4 Retroactive Payments:

Increases on the salary schedule shall be implemented no later than sixty (60) days after ratification of this Agreement by the Board of Trustees and the Association. All retroactive pay shall be paid as soon as possible after ratification of this Agreement by the Board of Trustees and the Association.

36.56 Certificated Staff Performance Act:

Any revenue awarded by the State to a school site as a result of the Certificated Staff Performance Act shall be equally divided among all certificated staff employed for at least one (1) semester at the site receiving such funds.

36.67 Placement on the appropriate salary schedule and conditions for reclassification are as set forth in Appendix B-1, which is attached to and incorporated into this Agreement.

36.78 Extended Day:


- A. Unit members assigned to teaching classes which extend outside the regular student school day shall be paid pro rata per diem. Summer School/Intersession, Adult School, ~~ROP~~ CTE, and other hourly paid unit members are specifically excluded from this provision.
- B. Available positions will be announced through normal means of communications such as bulletin notices, faculty meetings, etc.
- C. Unit members who qualify may volunteer to teach an extended day class and the names of those selected shall be included in the FAC meeting minutes. First consideration for selection will be given to unit members who were not assigned an extended day class the previous semester.
- D. If enrollment falls below twenty (20), the District may elect to close the class. Enrollment shall not exceed thirty-five (35) students per class after ten (10) hours of class.
- E. The assignment will be considered extra service. Sick leave shall not be accumulated nor deducted for these assignments.

**For the Association:**



Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations



Thomas Glover, Assistant Superintendent of Human Resources

**Tentative Agreement  
Between Sweetwater Education Association  
And Sweetwater Union High School District  
May 22, 2017**

The parties met and completed negotiations of Successor Bargaining and have agreed to the following Tentative Agreements on Articles Article 37, Special Education. Parties recognize that the tentative agreements will only become effective upon both ratification of SEA and approval of the SUSHD Board of Trustees.

The Parties Agree to the Following Changes in Article 37:

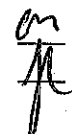
**ARTICLE 37**

**SPECIAL EDUCATION**

**37.1 Special Education Class Size:**

- a. **ED (Emotionally Disturbed) classes shall be capped at twelve (12) students.**
  - 1. **During the 2017-2018 and 2018-2019 school years, the parties will pilot a support program in which Middle School teachers shall teach no more than two (2) core subjects within the E.D. Program (i.e. a middle school ED teacher could teach all levels of Social Science, all Levels of English). On or by March 1, 2019, the Joint Special Education Committee will meet to gather data related to the change and discuss whether this change should be codified into the agreement. The recommendation will be provided to the bargaining teams with the intent of bargaining permanent language for implementation following this language's expiration.**
- b. **Moderate/Severe classes shall be capped at a districtwide average of twelve (12).**
- c. **Moderate classes shall be capped at a districtwide average of fifteen (15), not to exceed a class cap of eighteen (18).**
- d. **SDC (Special Day Classes)/Fundamentals classes shall be capped at a districtwide average of fifteen (15), not to exceed a class cap of eighteen (18), with the exception of Read 180 courses which will have class cap of twenty-one (21).**

**37.2 As stated in 34.1.IK, Special education teachers shall have the equivalent of at least nine (9) days a year to work on IEP's, testing, and consultation. These teachers, in collaboration with the School Psychologist and the site administration, shall have the option of "pooling" these days and redistributing them according to the needs of the site. Days that are not used for IEP's, testing or consultation may be used for staff development that has a special education focus.**

 SEA  
District

- a. During the 2017-18 and 2018-19 school years, a pool of an additional 100 days will be available for teachers or sites that finish the previously allocated or pooled 9 IEP Days due to the length of IEP meetings, complexity of their IEPs or other needs as determined by teacher and principal. Principal will request the day from Special Services.
  - b. During the 2017-2018 and 2018-2019 school years, Special Services will work with the sites to track the number of IEP days utilized and the primary focus of the day taken. This data will be shared with the Joint Special Education Committee as part of the District's work to review the program.
- 37.3 **Joint Special Education Committee:** The District and the Association will form a standing committee consisting of ten (10) members: four (4) Administrators including school psychologists, four (4) Special Education teachers appointed by the Association and (2) General Education teachers appointed by the Association. The committee will meet at least four (4) times per year and as needed. The committee will be co-chaired by one Administrator and one Special Education teacher. The committee will collect data, review data collected from internal and external reviews of the program as applicable, and discuss Districtwide special education issues in various areas including class size, support of mainstream students, and instructional aide support. Issues related to notification of placement of students with exceptional needs, caseload notification, and access to IEPs will also be discussed through the standing committee. The Joint Special Education Committee can make joint recommendations for changes to this Article.

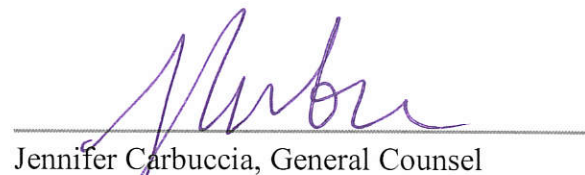
**For the Association:**



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Ola Hadi, SEA Bargaining Chairperson

**For the District:**



Jennifer Carbuccia, General Counsel



Scott Hendries, Director of Labor Relations

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Thomas Glover, Assistant Superintendent of  
Human Resources



**June 12, 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](mailto:dianna.carberry@sweetwaterschools.org).

**Fiscal Impact:**

None.

**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	09/07/17 - 09/10/17	Mar Vista High School students to Las Vegas, CA. Students will play football against Bonanza High School.	Fundraising/Donations	\$500.00	40	8
SUH	Gavin/Alvarez	07/31/17 - 08/04/17	Sweetwater High School students to Camp Pendleton, CA. Students will participate in the MCJROTC Regional Senior Leadership Course.	Marine Corps	\$0.00	4	2



**June 12, 2017**

**Board Item - G.-2.**

**Issue:**

Memorandum of Understanding with Signs of Silence for American Sign Language interpreting services.

**Superintendent's Recommendation:**

Approve the Memorandum of Understanding with Signs of Silence and the Sweetwater Union High School District for American Sign Language (ASL) for payment of interpreting service costs for students in special education who are deaf and require ASL interpretation.

**Analysis:**

Signs of Silence (SOS) is a second vendor that will provide interpreting services in American Sign Language (ASL) for district students who are deaf and use ASL as their primary means of communication. These services will be provided per student Individualized Education Programs (IEPs) for the 2017-2018 school year.

As the provision of deaf interpreting is a required service in IEPs for students who are deaf, a relationship with contract agencies must be established. The district will continue to recruit and encourage training for the position of Educational Interpreter.

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

**Fiscal Impact:**

Expenditure of \$400,000, to be paid from the Special Ed. - IDEA, Resource Code: 3310.

**ATTACHMENTS:**

Description	Type
 Signs of Silence MOU	Backup Material



MEMORANDUM OF UNDERSTANDING  
Between  
SIGNS OF SILENCE INTERPRETING SERVICES  
and  
SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this 1<sup>st</sup> day of July 2017, by and between the SIGNS OF SILENCE INTERPRETING SERVICES, located at 1056-B Commerce Street, San Marcos, CA 92078, Telephone: (760) 580-3562, hereafter, referred to as “Company” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of Special Services, located at 670 L Street, Suite A, Chula Vista, CA 91911, hereafter referred to as “SUHSD” to collaborate on the providing American Sign Language services to students who are deaf and require American Sign Language interpretation.

1. TERM OF AGREEMENT:

This Agreement is effective from July 1, 2017 and terminates on June 30, 2018.

2. SCOPE OF SERVICES:

The Company will be providing American Sign Language (ASL) services to students who are deaf and require ASL interpretation.

3. PARTIES RESPONSIBILITIES:

A. Company will:

- Provide American Sign Language (ASL) services to students who are deaf or hard of hearing and require ASL interpretation.
- Provide people who are specially trained, experienced and competent to provide ASL interpreter services;
- Provide all services necessary to the satisfaction of SUHSD and to provide all needed materials and supplies;
- Keep SUHSD Superintendent and other designated SUHSD representatives’ fully informed as to the progress of work and shall submit to SUHSD such oral and written reports as SUHSD may specify;
- Submit monthly invoices for payment of services with individualized breakdowns by student of dates and hours of services provided.

B. SUHSD will:

- Provide student identification and information required for receiving ASL services.
- Pay all invoices in a timely manner when due.

4. 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.

5. COSTS AND FEES:

SUHSD shall be fully responsible for payment of all fees. These costs and fees shall not exceed \$400,000 for the 2017-2018 fiscal/school year. Invoices for services will be submitted monthly by Signs of Silence.

6. PROPERTY OWNERSHIP:

Any supplies and materials provided by Company remains the property of the Company. Any supplies and materials provided by SUHSD remains the property of the SUHSD.

7. 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 MOU: performance and/or non-performance of its duties and responsibilities with respect to this MOU; and any other negligent or willful act or omission of its directors, officers, agents or employees.

8. LIABILITY INSURANCE:

- A. For the term of this MOU, Company shall include DISTRICT in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by COMPANY to DISTRICT with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. COMPANY shall furnish DISTRICT with, and shall maintain on file with DISTRICT during the term of the MOU valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT.
- B. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the MOU with COMPANY, with limits if \$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 COMPANY prior to the commencement of the MOU.

9. 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.

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 of no force or effect until approved by signature by the Sweetwater Union High District Board of Trustees and COMPANY.

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:

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

25. CONFIDENTIALITY:

Confidential Information Defined. The SUHSD may from time to time during the Term disclose to the Company certain information regarding SUHSD business, including technical, marketing, financial, employee, planning, student education records, and other confidential or proprietary information ("Confidential Information"). This data will be considered Confidential Information.

**Protection of Confidential Information.** Company will protect the SUHSD's Confidential Information from unauthorized use, access, or disclosure in accordance with state and federal law and regulations where applicable, and the same manner as the Company protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The confidentiality requirements under Section 25 shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

**Return of Confidential Information.** Promptly upon the written request of the SUHSD following termination of this Agreement, the Company will either, at SUHSD's option, return to the SUHSD or destroy all Confidential Information of the SUHSD in the Company's possession or control and certify in writing that it has fully complied with its obligations under this Section.

**Use of Confidential Information.** The Company will not use Confidential Information of the SUHSD for any purpose prohibited by law or other than as required or specifically permitted by this MOU. Parties further agrees it will not use any personally identifiable information to engage in or facilitate targeted advertising.

**Injunctive Relief.** Because monetary damages may not be sufficient to remedy a violation of the provisions of this section, SUHSD shall be entitled, upon becoming aware of any such violation and without waiving any other rights or remedies it may have, to seek whatever injunctive or other equitable relief it may deem appropriate.

## 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:

**Roy Hensley, Office Manager**  
Signs of Silence Interpreting Services  
1056-B Commerce Street  
San Marcos, CA 92078  
E-Mail: [hensley2542@gmail.com](mailto:hensley2542@gmail.com)  
Telephone: 760-580-3562

If to SUHSD, to:

**Ronald Lopez, Director of Special Services**  
Sweetwater Union High School District  
670 L Street, Suite A  
Chula Vista, CA 91911  
Telephone: (619) 796-7550  
Email: [Ronald.Lopez@sweetwaterschools.org](mailto:Ronald.Lopez@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 July 1, 2017 in California.

Company:

SUHSD:

Signs of Silence Interpreting Services,  
a California corporation

Sweetwater Union High School District on  
behalf of Special Services

By: \_\_\_\_\_  
Roy Hensley

By: \_\_\_\_\_  
Karen Michel

its: Office Manager

its: Chief Financial Officer



**June 12, 2017**

**Board Item - G.-3.**

**Issue:**

Agreement of Services for the Upward Bound Program.

**Superintendent's Recommendation:**

Approve Agreement of Services between Lutheran Social Services of Southern California (LSSSC) Upward Bound Program and the Sweetwater Union High School District (SUHSD) for San Ysidro High School and Chula Vista High School during the 2017-2018 school year.

**Analysis:**

Lutheran Social Services of Southern California (LSSSC) historically has provided district students additional support services with the goal of raising academic performance, improving graduation rates and increasing the number of SUHSD graduates enrolling and completing post-secondary education.

The Upward Bound Program targets low-income, first generation, college-bound SUHSD high school students who are in need of additional resources and support to succeed at the secondary level and be eligible for admission to post-secondary education. San Ysidro High and Chula Vista High Schools were selected based on their high populations of potential first generation, college-bound students. The Upward Bound Program provides the following services to district students: academic tutoring; college advising; school-based workshops; summer academic support; transcript monitoring; college application support; financial aid workshops; and college tours.

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

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
 LSSSC Upward Bound Program	Backup Material



# AGREEMENT OF SERVICES OF THE LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA UPWARD BOUND PROGRAM

The following services and materials are to be provided by LSSSC Upward Bound Program to Sweetwater Union High School District, specifically San Ysidro and Chula Vista High Schools during the 2017-2018 school calendar.

Upward Bound Objectives: 2012-2018
1. <u>Academic Performance – Grade Point Average</u> : 80% of participants served during the project year will have a cumulative GPA of 2.5 or better on a four-point scale at the end of the school year.
2. <u>Academic Performance on Standardized Test</u> : 45% of UB seniors served during the project year will have achieved at the proficient level on state assessments in reading/language arts and math.
3. <u>Secondary School Retention and Graduation</u> : 90% of project participants served during the project year will continue in school for the next academic year, at the next grade level, or will have graduated from secondary school with a regular secondary school diploma.
4. <u>Secondary School Graduation</u> : 45% of all current and prior year UB participants, who at the time of entrance into the program had an expected high school graduation date in the school year, will complete a rigorous secondary school program of study and graduate in that school year with a regular secondary school diploma.
5. <u>Postsecondary Enrollment</u> : 80% of all current and prior UB participants, who at the time of entrance into the program had an expected high school graduation date in the school year, will enroll in a program of postsecondary education by the fall term immediately following high school graduation or will have received notification, by the fall term immediately following high school, from an institution of higher education, of acceptance but deferred enrollment until the next academic semester (e.g. spring semester).
6. <u>Postsecondary Completion</u> : 50% of participants who enrolled in a program of postsecondary education, by the fall term immediately following high school graduation or by the next academic term (e.g. spring term) as a result of acceptance by deferred enrollment, will attain either an associate's or bachelor's degree within six years following graduation from high school.

**The following services and materials are to be provided by LSSSC Upward Bound Program to Sweetwater Union High School District, specifically San Ysidro and Chula Vista High Schools during the 2017-2018 Academic Year.**

## **9<sup>th</sup> – 12<sup>th</sup> Grade**

- 1) Target population: Upward Bound will recruit low-income, first generation college-bound students with the goal of admitting and retaining approximately 31 students at each school site. Students can be admitted from the 9<sup>th</sup> – 11<sup>th</sup> grade level. Students will be selected based on the following eligibility factors: US Citizenship (or Permanent Residency), GPA of 2.5 and above, meets low income per federal TRiO guidelines, first in family to attend college, academic need for the program services and desire to pursue a postsecondary degree.
- 2) Academic Tutoring: Upward Bound will provide academic tutoring for UB students that fall below a 2.0 in any A-G course, or are at risk of not graduating due to low grades, tests scores or low attendance. All LSSSC Upward Bound tutors will be employed by LSSSC and will go through a Livescan screening and TB tests. All expenses will be covered by LSSSC Upward Bound.
- 3) College Advising and School Based Workshops: Group and One-one-One advising will be provided by Upward Bound staff to students at the school site on a weekly basis, with the goal of providing a minimum of 10 college-advising sessions per student per year. In addition, Upward Bound staff in collaboration with school site personnel and personnel from other outreach programs will implement school based workshops. These workshops will be designed following the above themes:

School Based Workshops			
Services	Grades 9-10	Grades 11	Grades 12
Academic Support	Academic Skills	Academic Skills & Test Taking	Test Taking
Career Advising	Ed. Goals & H.S. Course Selection	Career Clarification	Postsecondary major
Academic Advising	H.S. Planning & Postsecondary Requirements	Postsecondary Choice	Postsecondary Admissions
Financial Services	Financial Literacy & Planning PSE Costs	Financial Aid Planning	Financial Aid & Scholarship Applications
Parental Services	Postsecondary Planning	Postsecondary Fairs Campus Visits	Campus Visits
Elective Services	Field Trips Guest Speakers	Field Trips Guest Speakers	Field Trips Guest Speakers

4) Saturday Academies: Upward Bound will provide 20 Saturday Academies throughout the school year. These academies will be bi-monthly providing thematic supplemental academic support in: Mathematics, Laboratory Science, Literature, Composition, and Foreign Language. The purpose of the Academies is to ensure the academic success in all college preparatory courses for UB students.

5) Summer Academic Component: Upward Bound will provide a six week summer academic program to be held on a local college campus for UB students entering the 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grades. The focus will be on intensive academic skills development to prepare UB students for the next school year.

6) Tracking: Student transcripts and test scores will be monitored through our programs and we will continue to track student progress through their first semester of college attendance. Student's grades will also be monitored to ensure that they maintain at least a 2.0 GPA in college-preparatory classes. LSSSC Upward Bound adheres to the privacy requirements in the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. §1232g; 34 CFR Part 99), the California Practices Act (California *Civil Code* Section 1798 et seq.), California *Education Code* Section 49062 et seq., Article 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality.

7) Senior Services: Seniors will receive intense senior services including college application reviews, financial aid workshops and college tours of various UC/CSU/private colleges throughout California. LSSSC Upward Bound will conduct an overnight college tour that will visit private and public post-secondary institutions in the state of California. LSSSC Upward Bound will be responsible for any or all expenses associated with this tour (bus, lodging, meals, and admission tickets).

## INDEMNIFICATION

A. To the fullest extent allowable by law, LSSSC Upward Bound Program agrees to defend, indemnify and hold harmless the DISTRICT, its of Education 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 Agreement, 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 LSSSC Upward Bound Program during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

B. If any action or proceeding, whether judicial, administrative, arbitration, or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the LSSSC Upward Bound Program shall, as its sole cost and expense, defend the Indemnified

Parties in such action or proceeding with council reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, LSSSC Upward Bound Program shall pay, satisfy or otherwise, discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

## **INSURANCE**

Without limiting Contractor's indemnification obligations to District, Contractor shall provide at its sole expense and maintain for the duration of this Agreement, 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 Services hereunder and the results of the Services by the Contractor, his agents, representatives, employees or Subcontractors.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (a) Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- (b) Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- (c) Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- (d) Professional Errors and Omissions Liability, Including Technology E&O.
- (e) Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering all Contractor's employees, officials and agents.
- (f) Property Insurance.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- (a) Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The Project Specific Aggregate limit shall be \$2,000,000.
- (b) Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of District.
- (d) Professional Errors and Omissions Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without District's Risk Manager's approval. The coverage will not contain specific, express exclusions for design errors, destruction of data or failure to designing an adequate system arising out of Contractor's wrongful acts in the rendering of, or failure to render, professional and Technology services to the District. Coverage shall include vicarious interest endorsement to the District. If the policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, District will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's Services pursuant to the Agreement.
- (e) Employee Dishonesty and Computer Fraud: \$2,000,000 per occurrence. Such insurance shall cover all of Contractor's employees. Coverage shall include a loss payee endorsement to the District. Any deductible or self-

insured retention shall be the responsibility of Contractor.

(f) Property Insurance: Contractor shall provide insurance on all property owned by Contractor and provided under this Agreement. Such policy shall provide "all risk" perils, including flood, and shall be written on a basis of one hundred percent (100%) replacement value of the property. Coverage shall include business personal property, tenant improvements, business interruption, property of others, in the care, custody, and control of the insured, and transit. Any deductible or self-insured retention shall be the responsibility of Contractor.

#### **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the District's Risk Manager. At the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT; or (ii) the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **Other Insurance Provisions**

The general liability, automobile liability and professional liability policies are to contain, or be endorsed to contain the following provisions:

##### *Additional Insured Endorsement (Does not apply to professional liability)*

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the District, the members of the Board of Supervisors of the DISTRICT and the officers, agents, employees and volunteers of the DISTRICT, individually and collectively.

##### *Primary Insurance Endorsement*

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the DISTRICT, the members of the Board of Supervisors of the DISTRICT and the officers, agents, employees and volunteers of the DISTRICT, individually and collectively. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

##### *Notice of Cancellation*

Each required insurance policy shall state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by mail has been given to the DISTRICT at the address shown in Section 24.6.

##### *Severability of Interest Clause*

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insured shall not reduce or avoid coverage to the other named insured.

#### **General Insurance Provisions**

##### **Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by District's Risk Manager. Such approval shall not be unreasonably withheld.

##### **Evidence of Insurance**

Prior to commencement of this Agreement, but in no event later than the Effective Date of the Agreement, Contractor shall furnish the District with certificates of insurance and amendatory endorsements effecting coverage required by

this clause. Contractor shall furnish a summary of the relevant terms, provisions, and conditions of the insurance policy to District. Thereafter, copies of renewal certificates and, if any of the terms, provisions or conditions as summarized by the District are changed, revised summaries shall be furnished to District within thirty (30) days of the expiration of the term of any required policy. Contractor shall permit the District at all reasonable times to inspect and review any required policies of insurance.

#### Failure to Obtain or Maintain Insurance; District's Remedies

Contractor's failure to provide insurance specified or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and District may, at its option, terminate the Agreement for any such default by Contractor provided that the same is not cured within thirty (30) days after Contractor's receipt of notice from the District specifying the nature of the claimed default.

#### No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the District are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

#### Review of Coverage

District retains the right at any time to review the coverage, form and amount of insurance required herein and may request Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

#### Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- (i) The policy retroactive date coincides with or precedes Contractor's commencement of Services under the Agreement (including subsequent policies purchased as renewals or replacements);
- (ii) Contractor will make every effort to maintain similar insurance during the required extended period of coverage expiration of the Agreement, including the requirement of adding all additional insured's; (iii) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement; and
- (iv) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

#### Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the District from any damage, loss, cost or expense, including attorney fees, incurred by District as a result of Subcontractors' failure to maintain required coverage.

#### Waiver of Subrogation

Contractor and District release each other, and their respective authorized representatives, from any Losses, but only to the extent that the proceeds received from any policy of insurance carried by District or Contractor, other than any self-insurance, covers any such Losses. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

**Each school site will agree to assist Upward Bound in its objective to increase college going/retention rates and postsecondary completion. As a result, for 2017-2018 academic year, Sweetwater Union High School District, specifically San Ysidro and Chula Vista High Schools will provide:**

- 1) A safe and secure work space for Upward Bound staff and their materials during school hours for college advising.
- 2) A classroom space for use afterschool for academic tutoring (Twice a week during school year).
- 3) A classroom space or computer lab room for use afterschool for workshops (4-6 workshops per year).
- 3) The use of pass monitors to get access to students for advising meetings. The Upward Bound program will only pull students from elective courses and with the teacher's permission.
- 4) Assistance in the identification of eligible Upward Bound students, including providing lists of students from 9<sup>th</sup> and 10<sup>th</sup> grade, GPA of 2.0 and above, etc.
- 5) Assistance in monitoring students academic progress by providing access to transcripts, test records and approved student listings.
- 6) Allow minor use of the copier and audiovisual equipment for presentations and workshops to students and/or parents.
- 7) Assistance with identifying partnerships and primary contacts for on-site resources, including: AVID teachers, School Counselors and other Outreach Programs.

**Note:** All of the services described will be planned by the Upward Bound program in collaboration with a school designated contact. Proper notification will be given to site staff in order for all necessary arrangements to be upheld.

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\_\_\_\_\_  
Karen Michel  
Chief Financial Officer  
Sweetwater Union High School District

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Date

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Ms. Gabriela Bernal,  
Director of Upward Bound Program  
Lutheran Social Services of Southern California

\_\_\_\_\_  
Date



**June 12, 2017**

**Board Item - G.-4.**

**Issue:**

Agreement of Services for the Talent Search Program.

**Superintendent's Recommendation:**

Approve Agreement of Services between Lutheran Social Services of Southern California (LSSSC) Talent Search Program and the Sweetwater Union High School District (SUHSD) for San Ysidro High School and Sweetwater High School during the 2017-2018 school year.

**Analysis:**

Lutheran Social Services of Southern California (LSSSC) Talent Search Program historically has provided district students additional support services with the goal of raising academic performance, improving graduation rates and increasing the number of SUHSD graduates enrolling and completing post-secondary education.

The Talent Search programs target low-income, first generation, college-bound SUHSD high school students who are in need of additional resources and support to succeed at the secondary level and be eligible for admission to post-secondary education. San Ysidro High and Sweetwater High Schools were selected based on their high populations of potential first generation, college-bound students. The Talent Search programs provide the following services to district students: academic tutoring; college advising; school-based workshops; Saturday Academies; summer academic support; transcript monitoring; college application support; financial aid workshops; and college tours.

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

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description

 LSSSC Talent Search

Type

Backup Material



**AGREEMENT OF SERVICES OF THE  
LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA  
TALENT SEARCH PROGRAM**

The following services and materials are to be provided by LSSSC Talent Search Program to Sweetwater Union High School District, specifically San Ysidro and Sweetwater High Schools during the 2017-2018 school calendar.

<b>Talent Search Objectives: 2016-2021</b>
1. <u>Secondary School Persistence</u> : 95% of non-senior participants served each project year will complete the current academic year and continue in school for the next academic year, at the next grade level.
2. <u>Secondary School Graduation (regular secondary school diploma)</u> : 95% of seniors served during the project year will graduate during the project year with a regular secondary school diploma within the standard number of years.
3. <u>Secondary School Graduation (rigorous secondary school program of study)</u> : 45% of seniors served during the project year will complete a rigorous secondary school program of study and will graduate during the project year with a regular secondary school diploma within the standard number of years.
4. <u>Postsecondary Education Enrollment</u> : 70% of participants, who have graduated with a regular secondary school diploma, during the project year, will enroll in an institution of higher education by the fall term immediately following high school graduation or will have received notification, by the fall term immediately following high school, from an institution of higher education, of acceptance but deferred enrollment until the next academic term.
5. <u>Postsecondary Attainment</u> : 30% of participants served during the project year, who enrolled in an institution of higher education, by the fall term immediately following high school graduation or by the next academic term, as a result of acceptance but deferred enrollment, will complete a program of postsecondary education within six years.

**The following services and materials are to be provided by LSSSC Talent Search to Sweetwater Union High School District, specifically San Ysidro and Sweetwater High Schools during the 2017-2018 Academic Year.**

**9<sup>th</sup> – 12<sup>th</sup> Grade**

- 1) **Target population:** Talent Search will recruit low-income, first generation college-bound students with the goal of admitting and retaining approximately 250 students at each school site. Students can be admitted at any grade level. Students will be selected based on the following eligibility factors: US Citizenship (or Permanent Residency), GPA of 2.0 and above, meets low income per federal TRiO guidelines, first in family to attend college and desire to pursue a postsecondary degree.
- 2) **Tutoring:** Talent Search will provide tutoring services for students that fall below a 2.0 in any A-G course, or are at risk of not graduating due to low grades, tests scores or low attendance. Tutoring will be mainly offered in group settings and one on one when needed. The Project will hire college students as tutors for weekly tutoring during the regular academic year to increase intergroup support, skill building, and understanding. The Talent Search Project will also utilize web-based and interactive tutoring to increase overall academic achievement. The project will evaluate and monitor the impact of tutoring on participants in grades 9-12 with pre and post assessments and focus groups. The Talent Search Staff will also provide information to students about school site tutoring and other local tutoring opportunities for students when needed.
- 3) **Mentoring:** The Talent Search Project will implement the “check and connect” to monitor academic progress and peer mentoring for participants in their senior year as a part the project’s career and transitional services to college. The findings from the Check & Connect (C&C) study theorized that an intervention could reduce dropping out and improve student engagement in school. The “Check” component is designed to continually monitor student performance and progress. The “Connect” component involves staff giving individualized attention to students in partnership with other school staff, family members, and community service organizations. Staff will provide academic monitoring and follow up every semester. The Project will use a culturally diverse group of college students to serve as mentors and will be

offering mentoring sessions after school with some sessions occurring during school. The project will evaluate and monitor the impact of the models with a pre and post student assessment.

4) College Advising and School Based Workshops: Group and One-one-One advising will be provided by Talent Search staff to students at the school site on a weekly basis, with the goal of providing a minimum of 3 college-advising sessions per student per year. In addition, Talent Search staff in collaboration with school site personnel and personnel from other outreach programs will implement school based workshops. These workshops will be designed following the above themes:

School Based Workshops			
Services	Grades 9-10	Grades 11	Grades 12
Academic Support	Academic Skills	Academic Skills & Test Taking	Test Taking
Career Advising	Ed. Goals & H.S. Course Selection	Career Clarification	Postsecondary major
Academic Advising	H.S. Planning & Postsecondary Requirements	Postsecondary Choice	Postsecondary Admissions
Financial Services	Financial Literacy & Planning PSE Costs	Financial Aid Planning	Financial Aid & Scholarship Applications

5) Tracking: Student transcripts and test scores will be monitored through our programs and we will continue to track student progress through their first semester of college attendance. Student's grades will also be monitored to ensure that they maintain at least a 2.0 GPA in college-preparatory classes. LSSSC Talent Search adheres to the privacy requirements in the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. §1232g; 34 CFR Part 99), the California Practices Act (California *Civil Code* Section 1798 et seq.), California *Education Code* Section 49062 et seq., Article 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality.

6) Senior Services: Seniors will receive intense senior services including college application reviews, financial aid workshops and college tours of various UC/CSU/private colleges throughout California. LSSSC Talent Search will conduct an overnight college tour that will visit private and public post-secondary institutions in the state of California. LSSSC Talent Search will be responsible for any or all expenses associated with this tour (bus, lodging, meals, and admission tickets).

7) Summer Component: At least 10 – 15 rising Talent Search seniors and juniors will participate in a summer program in which students will earn at least 3 college credits. These students will attend a college class for six weeks (four days a week) during the summer months. Options will include mathematics, science, reading, English, and any other classes which may meet the needs of our students regarding the credits toward their high school graduation, as well as, college credit. They will also participate in academic workshops and other events related to college and career preparation. All expenses associated with this summer program will be covered by the Talent Search program (meals, books, admission and registration cost, transportation, etc.).

## INDEMNIFICATION

A. To the fullest extent allowable by law, LSSSC Talent Search Program agrees to defend, indemnify and hold harmless the DISTRICT, its of Education 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 Agreement, 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 LSSSC Talent Search Program during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

B. If any action or proceeding, whether judicial, administrative, arbitration, or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the LSSSC Talent Search Program shall, as its sole cost and expense, defend the Indemnified Parties in such action or proceeding with council reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, LSSSC Talent Search Program shall pay, satisfy or otherwise, discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

## **INSURANCE**

Without limiting Contractor's indemnification obligations to District, Contractor shall provide at its sole expense and maintain for the duration of this Agreement, 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 Services hereunder and the results of the Services by the Contractor, his agents, representatives, employees or Subcontractors.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (a) Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- (b) Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- (c) Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- (d) Professional Errors and Omissions Liability, Including Technology E&O.
- (e) Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction and Computer Fraud coverage covering all Contractor's employees, officials and agents.
- (f) Property Insurance.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- (a) Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The Project Specific Aggregate limit shall be \$2,000,000.
- (b) Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of District.

(d) Professional Errors and Omissions Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without District's Risk Manager's approval. The coverage will not contain specific, express exclusions for design errors, destruction of data or failure to designing an adequate system arising out of Contractor's wrongful acts in the rendering of, or failure to render, professional and Technology services to the District. Coverage shall include vicarious interest endorsement to the District. If the policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, District will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's Services pursuant to the Agreement.

(e) Employee Dishonesty and Computer Fraud: \$2,000,000 per occurrence. Such insurance shall cover all of Contractor's employees. Coverage shall include a loss payee endorsement to the District. Any deductible or self-insured retention shall be the responsibility of Contractor.

(f) Property Insurance: Contractor shall provide insurance on all property owned by Contractor and provided under this Agreement. Such policy shall provide "all risk" perils, including flood, and shall be written on a basis of one hundred percent (100%) replacement value of the property. Coverage shall include business personal property, tenant improvements, business interruption, property of others, in the care, custody, and control of the insured, and transit. Any deductible or self-insured retention shall be the responsibility of Contractor.

#### **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the District's Risk Manager. At the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT; or (ii) the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **Other Insurance Provisions**

The general liability, automobile liability and professional liability policies are to contain, or be endorsed to contain the following provisions:

##### *Additional Insured Endorsement (Does not apply to professional liability)*

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the District, the members of the Board of Supervisors of the DISTRICT and the officers, agents, employees and volunteers of the DISTRICT, individually and collectively.

##### *Primary Insurance Endorsement*

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the DISTRICT, the members of the Board of Supervisors of the DISTRICT and the officers, agents, employees and volunteers of the DISTRICT, individually and collectively. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

##### *Notice of Cancellation*

Each required insurance policy shall state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by mail has been given to the DISTRICT at the address shown in Section 24.6.

##### *Severability of Interest Clause*

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission

by one of the named insured shall not reduce or avoid coverage to the other named insured.

## **General Insurance Provisions**

### **Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by District's Risk Manager. Such approval shall not be unreasonably withheld.

### **Evidence of Insurance**

Prior to commencement of this Agreement, but in no event later than the Effective Date of the Agreement, Contractor shall furnish the District with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish a summary of the relevant terms, provisions, and conditions of the insurance policy to District. Thereafter, copies of renewal certificates and, if any of the terms, provisions or conditions as summarized by the District are changed, revised summaries shall be furnished to District within thirty (30) days of the expiration of the term of any required policy. Contractor shall permit the District at all reasonable times to inspect and review any required policies of insurance.

### **Failure to Obtain or Maintain Insurance; District's Remedies**

Contractor's failure to provide insurance specified or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and District may, at its option, terminate the Agreement for any such default by Contractor provided that the same is not cured within thirty (30) days after Contractor's receipt of notice from the District specifying the nature of the claimed default.

### **No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the District are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

### **Review of Coverage**

District retains the right at any time to review the coverage, form and amount of insurance required herein and may request Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

### **Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

(i) The policy retroactive date coincides with or precedes Contractor's commencement of Services under the Agreement (including subsequent policies purchased as renewals or replacements);

(ii) Contractor will make every effort to maintain similar insurance during the required extended period of coverage expiration of the Agreement, including the requirement of adding all additional insureds; (iii) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report

claims arising in connection with the Agreement; and

(iv) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

#### Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the District from any damage, loss, cost or expense, including attorney fees, incurred by District as a result of Subcontractors' failure to maintain required coverage.

#### Waiver of Subrogation

Contractor and District release each other, and their respective authorized representatives, from any Losses, but only to the extent that the proceeds received from any policy of insurance carried by District or Contractor, other than any self-insurance, covers any such Losses. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

**Each school site will agree to assist Talent Search in its objective to increase college going and retention rates. As a result, for 2017-2018 academic year, Sweetwater Union High School District, specifically San Ysidro and Sweetwater High Schools will provide:**

- 1) A safe and secure work space for Talent Search staff and their materials during school hours for college advising.
- 2) A classroom space or computer lab room for use afterschool for workshops (4-6 workshops per year).
- 3) The use of pass monitors to get access to students for advising meetings. Our program will only pull students from elective classes and with the teacher's permission.
- 4) Assistance in the identification of eligible Talent Search students, including providing lists of students from 9<sup>th</sup> to 11<sup>th</sup> grade, GPA of 2.0 and above, etc.
- 5) Assistance in monitoring students academic progress by providing access to transcripts, test records and approved student listings.
- 6) Allow minor use of the copier and audiovisual equipment for presentations and workshops to students and/or parents.
- 7) Assistance with identifying partnerships and primary contacts for on-site resources, including: AVID teachers, School Counselors and other Outreach Programs.

**Note:** All of the services described will be planned by the Talent Search program in collaboration with a school designated contact. Proper notification will be given to site staff in order for all necessary arrangements to be upheld.

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Karen Michel  
Chief Financial Officer

Date

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Ms. Gabriela Bernal,  
Director of Talent Search

Date

Sweetwater Union High School District

Lutheran Social Services of Southern California



**June 12, 2017**

**Board Item - G.-5.**

**Issue:**

Memorandum of Agreement.

**Superintendent's Recommendation:**

Approve Memorandum of Agreement (MOA) between the San Diego and Imperial Counties California Student Opportunity and Access Program Consortium and the Sweetwater Union High School District to provide targeted, disadvantaged, low income students with college readiness programs and services during the 2017-2018 school year.

**Analysis:**

The California Student Opportunity and Access Program (Cal-SOAP) is a state and federal program funded by the California Student Aid Commission designed to assist disadvantaged, low-income K-12 students.

The goals of the Cal-SOAP program are to advise, motivate, and inform students regarding college admissions and financial aid information, and to academically assist students to achieve their college potential.

The primary focus of the Cal-SOAP program is to serve students from:

1. Low income households
2. Families in which they would be the first to attend college
3. Schools and geographic areas with documented low eligibility or college participation rates

Cal-SOAP College Readiness Coaches will be placed at Montgomery, San Ysidro and Southwest High Schools. Cal-SOAP services provided to all SUHSD high school students and families include academic tutoring, college readiness coaches, financial aid information, and participation in the middle school College Making It Happen presentations. Staff recommends approval of the agreement with the San Diego and Imperial Counties California Student Opportunity and Access Program Consortium.

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



Fiscal Impact:

None.

**ATTACHMENTS:**

Description	Type
 CALSOAP Agreement	Backup Material

**MEMO OF AGREEMENT (MOA)  
BETWEEN THE  
SWEETWATER UNION SCHOOL DISTRICT  
AND**

**SAN DIEGO AND IMPERIAL COUNTIES CALIFORNIA STUDENT OPPORTUNITY  
AND ACCESS PROGRAM CONSORTIUM**

This Memo of Understanding is entered into by and between the Sweetwater Union School District, 1130 5<sup>th</sup> Ave., Chula Vista, California 91911, hereinafter referred to as “DISTRICT,” and San Diego and Imperial Counties California Student Opportunity and Access Program Consortium, 6735 Gifford Way, San Diego, California, hereinafter referred to as “CONSORTIUM.”

**RECITALS**

WHEREAS, the CONSORTIUM has received a grant from the California Student Aid Commission for the purpose of establishing and operating the San Diego and Imperial Counties California Student Opportunity and Access Program (Cal-SOAP), herein after referred to as PROJECT, and

WHEREAS, the CONSORTIUM wishes to obtain the in-kind services of DISTRICT personnel qualified to assist in the implementation of the PROJECT, and DISTRICT is willing to make available to CONSORTIUM the services of such DISTRICT personnel, and

WHEREAS, the DISTRICT will receive additional guidance services and the intensive services of College Peer Advisors for designated students in Montgomery, San Ysidro, and Southwest High Schools through the operation of the PROJECT, and additional college readiness programs and services

WHEREAS, the DISTRICT will receive additional general (no College Peer Advisors in the high school) college readiness programs and services to all other DISTRICT high schools

WHEREAS, the CONSORTIUM and DISTRICT will implement PROJECT services in accordance with the California Administrative Code Title 5, 80049.1(c). Nothing in this section shall be construed to preclude school districts from utilizing community-based service providers, including volunteers, individuals completing counseling-related internship programs, and state licensed individuals and agencies to assist in providing pupil personnel services, provided that such individuals and agencies are supervised in their school-based activities by an individual holding a pupil personnel services authorization.

NOW, THEREFORE, DISTRICT and CONSORTIUM agree as follows:

**I.  
TERM**

The term of this MOU shall commence on July 1, 2017 and shall end on June 30, 2018. Subject to the provisions of Section VI.

## **II. RESPONSIBILITIES OF CONSORTIUM**

The CONSORTIUM agrees to the following:

- A. CONSORTIUM will be responsible to meet the contractual obligations of their funding sources and collaborate with the DISTRICT on the implementation plan.
- B. CONSORTIUM will communicate to the DISTRICT when notified of any changes or findings from their funding source.
- C. CONSORTIUM will attend DISTRICT meetings as needed and as appropriate.
- D. CONSORTIUM College Peer Advisors are required to complete any Volunteer Application, LiveScan, TB Clearance, prior to reporting to a DISTRICT campus. All documents must be submitted to the Sweetwater Union Cal-SOAP Board member. District Volunteer Screening Requirements and Procedures, including signing in on the Volunteer Sign-In Form in the main office, must be adhered to.
- E. CONSORTIUM will provide a comprehensive list of programs activities and description and submit to DISTRICT for RECORD. These services will not impede on instructional time for students. (Attachment A)
- F. Contribute in-kind services, in support of the PROJECT designed for Sweetwater Union District and report support on a quarterly basis to Cal-SOAP
- G. CONSORTIUM is to comply with district, state, and federal mandated reporting.
- H. CONSORTIUM is to comply with all district policies and procedures.
- I. CONSORTIUM will provide CASFAA/Financial Aid training to school counselors.
- J. CONSORTIUM will provide report college acceptance of students that are served intensively by PROJECT.
- K. CONSORTIUM will pay for all costs associated with bus transportation, including the costs for the bus and the driver for Cal-SOAP events if school(s) does not pick up the cost. CONSORTIUM will first attempt to use DISTRICT bus transportation, and only if unavailable, will use other means of transportation.

## **III. RESPONSIBILITIES OF DISTRICT**

The DISTRICT agrees to the following:

- A. Assign to the PROJECT a district contact person who will represent the District at Cal-SOAP Board Meetings and retreats.

- B. Contribute and documents in-kind services in support of the PROJECT on a quarterly basis
- C. Provide computer labs for large FAFSA and Application events.
- D. Provide DISTRICT staffing at no cost for events that benefit the Sweetwater Union School District.
- E. Provide Volunteer Applications for Cal-SOAP employees assigned to District schools and notify Cal-SOAP of district procedures of how to access the process.
- F. Provide space and access to computers for Cal-SOAP CPAs to work at individual school site.
- G. DISTRICT shall advertise and promote Cal-SOAP events to middle and high school counselors and to students and their parents.
- H. DISTRICT will have School Counselors designated as a site point of contact. The designated site point of contact, who is employed by the DISTRICT, shall monitor Cal-SOAP student staff and certify students' time at school site, facilitate classroom presentations, and assist with meeting caseload contact requirement for Cal-SOAP/CSAC.
- I. The DISTRICT shall provide student data to Cal-SOAP for the purpose of tracking student services. The Project shall ask for data for all students at the following schools: Montgomery, San Ysidro, and Southwest High Schools that are served intensively by Cal-SOAP and will receive a Cal-SOAP College Readiness Coaches in 2017-2018. The CONSORTIUM shall ask for the following data on all students in the above schools: School Name, first name, middle name, last name, address, telephone number, email address, name of parents/guardians, student' date of birth, ethnicity, gender, and expected graduation date, state ID number and/or student ID number.
- J. The DISTRICT will advertise Cal-SOAP events to all schools and mail as appropriate to selected students.
- K. The School Site Counselors shall assist Cal-SOAP staff with end of the year surveys.
- L. The DISTRICT shall provide a copy of its insurance annually for Commercial General Liability, Automobile Liability and Workers Compensation and Employers Liability with Waiver of Subrogation. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Cal-SOAP contract.

#### **IV. APPLICABLE LAW**

It is expressly understood and agreed by CONSORTIUM and DISTRICT that the law of the State of California shall govern them and the interpretation of this Agreement, and that any litigation brought because of or involving the Agreement, shall be initiated exclusively in the courts of the State of California.

All terms and conditions and provisions hereof shall insure to and shall bind the parties hereto their respective successors-in-interest and assigns.

#### **V. AMENDMENT**

No changes in the responsibilities of the DISTRICT and/or CONSORTIUM to be performed hereunder shall become effective until mutually agreed upon by DISTRICT and CONSORTIUM in writing. Such changes as are mutually agreed to by DISTRICT and CONSORTIUM which require additional services or a reduction in services under the Agreement as provided herein shall be incorporated in written amendments to this Agreement.

#### **VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual agreement of the parties or upon thirty (30) days written notice from any party. Such termination shall not be deemed to be a breach of this Agreement, nor shall be deemed to be tortuous conduct.

#### **VII. ASSIGNMENT**

Neither CONSORTIUM nor DISTRICT may assign and/or transfer any interest in or rights to or obligations made to this Agreement or use the other's name or any corporate or business name that is reasonably likely to suggest that the two are related without in each case first obtaining the written consent of the other party.

#### **VIII. FINGERPRINT CLEARANCE**

Under Education Code, Section 45125.1, CONSORTIUM and its subcontractors shall ensure that all employees working with the Sweetwater Union High School District obtain fingerprint background clearance through the California Department of Justice screening process: CONSORTIUM will ensure that subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code, Section 44830.1 (c) (1), or sex offense as defined in Education Code, Section 44010 or controlled substance offense as defined in Education Code, Section 44011.

#### **IX.**

## TUBERCULOSIS EXAMINATION

CONSORTIUM and its subcontractors shall ensure that all employees working with the Sweetwater Union High School District will provide a tuberculosis (TB) certificate of clearance prior to commencing initial employment. CONSORTIUM will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code, Section 49406.1 (a).

### X.

#### INSURANCE

CONSORTIUM shall not commence work nor shall he allow any subcontractor(s) to commence work under this contract until he has obtained and submitted to the DISTRICT all required insurance hereunder and certificates evidencing such insurance. CONSORTIUM shall, at its sole cost and expense, maintain in full force and effect, during the term of the agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from the A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorneys' fee) arising out of or in connection with Organization's fulfillment of any of its obligations under this permit.

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows: **\$2,000,000 per occurrence**. Coverage for sexual abuse and molestation shall be included. Any policy with an aggregate limit shall have a **\$2,000,000 aggregate** dedicated to this contract or **\$4,000,000 general aggregate limits**.
- B. Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles ("any" auto) with a combined single limit of no less than **\$1,000,000 per occurrence**. If students are transported by the organization, subject to the written consent of District as specified in the Individual Service Agreement (ISA), the organization shall keep in effect a liability insurance policy providing at least **\$5,000,000 per occurrence** and **\$10,000,000 in aggregate coverage**. The organization shall insure that the organization's insurance provider submits written notice of cancellation to District at least thirty (30) days prior to cancellation or material change in coverage or terms of policy. The organization shall provide proof of insurance to District before the start of transportation services and upon renewal of coverage thereafter.
- C. Professional Liability: **\$1,000,000 per occurrence and \$2,000,000 in aggregate coverage**. If abuse and molestation coverage is included under Professional Liability, coverage shall be to the full policy limits.
- D. Worker's Compensation and Employers' Liability Insurance in a form and amount covering the organization's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. **A waiver of subrogation endorsement shall be provided in favor of the District. Statutory limits and Employer's Liability with limits of \$1,000,000.**
- E. Not later than the date Organization signs the permit application, and periodically thereafter upon request, Organization shall furnish the District with certificates of insurance evidencing coverage specified, as well as any required endorsements. Satisfactory evidence of insurance shall be equivalent to the standard insurance company Certificate of Liability Insurance form **ACORD 25(2010/05)**, **a waiver of subrogation endorsement and separate additional endorsements**. The certificate of insurance shall include a thirty

(30) day non-renewal notice provision. Any deductibles and/or self-insured retentions in excess of \$10,000 shall be disclosed on the certificate of insurance and subject to approval by District's Risk Manager.

- F. With the exception of the Workers' Compensation and Employers' Liability coverages, the policies of insurance providing liability coverages shall be endorsed to name the Sweetwater Union School District Board of Education as additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Failure to maintain the insurance coverage specified above shall be cause for termination of the permit.

## **XI. INDEMNIFICATION**

- A. To the fullest extent allowable by law, PROVIDER agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Education 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 Agreement, 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 PROVIDER during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.
- B. If any action or proceeding, whether judicial, administrative, arbitration, or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the PROVIDER shall, as its sole cost and expense, defend the Indemnified Parties in such action or proceeding with council reasonably satisfactory to the Indemnified Parties named in such action or proceeding.
- C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, PROVIDER shall pay, satisfy or otherwise, discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

## **XII. OWNERSHIP**

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials or properties produced under this Agreement by the CONSORTIUM for the DISTRICT or by the DISTRICT for the CONSORTIUM shall be owned by the entity (DISTRICT or CONSORTIUM) that first owned it and/or caused the material to be generated through research and/or similar activities. No such material produced, either in whole or in part, under this agreement shall be subject to private use, copyright, or patent right by the CONSORTIUM (if generated or owned by the DISTRICT), or in the United States or in any other country without the express written consent of the DISTRICT. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent right by the DISTRICT (if generated or owned by CONSORTIUM), or in the United States or in any other country without express written consent of CONSORTIUM.

### **XIII. NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, shall be served either by personal or delivered by certified mail, addressed to the following party as follows:

**CONSORTIUM:**

Linda Doughty  
Director  
Cal-SOAP  
6735 Gifford Way  
San Diego, CA 92111  
(858) 569-1866-office  
(858) 569-1136-fax

**DISTRICT:**

Dr. Karen Janney  
Superintendent  
Sweetwater Union High School District  
1130 5<sup>th</sup> Ave.  
Chula Vista, CA 91911  
(619) 691-5555-office

### **XIV. CONFIDENTIALITY OF STUDENT DATA**

CONSORTIUM agrees 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 Procedures No. 6525 and 6527) 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 CONSORTIUM 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 CONSORTIUM 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 CONSORTIUM so long as those persons have a legitimate interest in the information.
- D. CONSORTIUM 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 CONSORTIUM. This assurance is binding CONSORTIUM on and such persons as may be employed by CONSORTIUM to assist in any phase of the contractual obligation to the DISTRICT.

E.



**XV.  
DIVERSITY PROGRAMS**

It is the policy of the State of California to afford all persons in public schools regardless of their disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, equal right and opportunities in the educational institution of the state. (Education Code 200).

**XVI.  
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the DISTRICT and the CONSORTIUM with respect to its subject matter, and supersedes all prior or contemporaneous agreements, representatives and understanding.

**XVII.  
SEVERABILITY**

If any of the provisions of this Agreement are held invalid under any law, such invalidity shall not affect the remainder of the Agreement.

**XVIII.  
EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representative, successors, or assigns; (b) is for the sole benefit of the DISTRICT and the CONSORTIUM, and no student or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement; (c) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) shall be constructed and enforced in accordance with the laws of the State of California, and; (e) has been executed at San Diego, California, as of the last date set forth below.

This Agreement is signed below by the duly authorized representatives of the parties.

San Diego and Imperial Counties Student Opportunity and Access Program Consortium	Sweetwater Union School District
By: _____	By: _____
Judith Lewis Logue Chairperson Cal-SOAP Advisory Board	Karen Michel Chief Financial Officer Sweetwater Union High School District

Date: _____	Date: _____
By: _____	
Shakerra Carter Treasurer, Cal-SOAP Advisory Board	
Date: _____	

<b>APPROVED AS TO FORM AND LEGALITY</b>	<b>Approved in a public meeting of the Board of Trustees of Sweetwater Union High School District</b>
Date:	Date:
_____	_____

**Attachment A**  
**San Diego and Imperial Counties**  
**California Student Opportunity and Access Program**

<b>Program/Services</b>	<b>Description</b>	<b>Funding</b>
-------------------------	--------------------	----------------

College; Making It Happen	A middle school parent program to help parents understand college readiness and their role in the educational process. Cal-SOAP shall work with district coordinator to provide Spanish and English booklet to the middle schools.	Cal-SOAP Intersegmental Council SDUSD (match)
Advisement Services	Working in conjunction with school Counselors in Cal-SOAP will provide Lead College Peer Advisors (selected schools) and College Peer Advisors who will inform and disseminate information students and parents about college readiness.	Cal-SOAP
Cal-SOAP College Fair	Opportunity for parents and students to meet with college representatives at Scottish Rite Center	Cal-SOAP Board Outreach Programs UC San Diego
Sweetwater College Fair	Support Sweetwater Union School District by providing Cal-SOAP led workshops.	
Application Workshops	Work with school counselors to provide additional afterschool and school time college application school sites and two additional workshops at Lincoln High School the Monday and Tuesday prior to Thanksgiving vacation	Cal-SOAP

Dare to Dream College: the African American Experience	Located at UC San Diego, this conference will focus on issues that prevent African Americans from attending colleges. This conference is open to all who want to attend.	Cal-SOAP UC San Diego
Scholarship Workshop	Opportunity for 11 <sup>th</sup> and 12 <sup>th</sup> graders to understand the process of applying for the San Diego Foundation Scholarships and other local and national scholarships	Cal-SOAP
Financial Aid Nights	Working with counseling staffs at school sites, Cal-SOAP will ensure the schools have presenters for their financial aid parent night.	Cal-SOAP
Cash for College (5)	Opportunity for Cal-SOAP to organize financial aid workshops to encourage parents and students to complete the FAFSA before the March 2 deadline.	Cal-SOAP Board
College Bound...Now What! Next Steps	Opportunity for local higher education partners to host a educational conference for 12 <sup>th</sup> graders in February	Cal-SOAP Board
San Diego Science Festival	A conference that helps newly admitted college students to understand the additional requirements that must fulfill before they go to college in the fall and fiscal responsibility.	Bio-Com Science Festival Cal-SOAP

NACAC/WACAC Fair	A spring college fair located at the San Diego Convention Center for students in 11 <sup>th</sup> grade. Because Cal-SOAP is a co-organizer SUHSD will get buses from the NACAC/WACAC	NACAC/WACAC Cal-SOAP
Dream Higher Conference	For Middle School Students and their parents	Cal-SOAP
Students With Academic Goals (SWAG)	For 100-rising 10 <sup>th</sup> and 11 <sup>th</sup> graders in San Diego County to work on SAT prep	UC San Diego Extensions Cal-SOAP Bayview Church San Diego State University
PSAT Scholars	For 100-rising 11 <sup>th</sup> grades in San Diego County to attend test prep at University of San Diego on Saturdays.	University of San Diego Cal-SOAP



**June 12, 2017**

**Board Item - G.-6.**

**Issue:**

Memorandums of Understanding with ARC, South Bay Community Services and the YMCA of San Diego County.

**Superintendent's Recommendation:**

Authorize staff to negotiate and execute Memorandums of Understanding (MOU) with ARC, South Bay Community Services (SBCS) and the YMCA of San Diego County and the Sweetwater Union High School District for the After School Education & Safety (ASES) and the After School Safety and Enrichment for Teens (ASSETs) program.

**Analysis:**

After-School Program Services to negotiate and enter into contracts with three agencies: ARC, South Bay Community Services and the YMCA of San Diego County, for the period of July 1, 2017, through June 30, 2018. With the exception of funding amounts and mechanics, MOUs for the 2017-2018 school year have minor revisions from the 2016-2017 school year MOU's.

1. **ARC** was selected by the following site and MOUs will not exceed the stated amounts, with actual budgets to be determined in consultation between consultant, site and the district. Please note two additional ASSETs sites are pending approval from CDE, and amount specifics will be negotiated with ARC within 45 days of grant receipt.

**High Schools**

Sweetwater High School - \$107,000

Chula Vista High School – *TBD pending official award letter from CDE*

San Ysidro High School - *TBD pending official award letter from CDE*

2. **South Bay Community Services** was selected by the following sites and MOUs will not exceed the stated amounts, with actual budgets to be determined in consultation between consultant, site and the district.

**Middle Schools**

Castle Park Middle School - \$128,000

Granger Junior High School - \$161,000

Hilltop Middle School - \$86,000

Mar Vista Academy - \$72,000

National City Middle School - \$107,000

\*Supplemental - \$34,425 (After School Base), \$7,836 (Before School Base)

**High Schools**

Castle Park High School - \$107,000

Montgomery High School \$107,000

Olympian High School - \$107,000

Southwest High School - \$107,000

**3. YMCA of San Diego County** was selected by the following sites and MOUs will not exceed the stated amounts, with actual budgets to be determined in consultation between consultant, site and the district.

**Middle Schools**

Chula Vista Middle School - \$259,000

Montgomery Middle School - \$102,000

\*Supplemental - \$6,885 (After School Base)

**High Schools**

Hilltop High School - \$107,000

Palomar High School - \$31,000

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

**Fiscal Impact:**

Total ARC expenditure not to exceed \$107,000, to be paid from the ASSETs Grant Fund, Resource Code: 4124.

Total SBCS expenditure not to exceed \$596,261, to be paid from the ASES Grant Fund, Resource Code: 9065, and \$428,000, from the ASSETs Grant Fund, Resource Code: 4124.

Total YMCA, San Diego County expenditure not to exceed \$367,885, to be paid from ASES Grant Fund, Resource Code: 9065, and \$138,000, from the ASSETs Grant Fund, Resource Code: 4124.

**ATTACHMENTS:**

Description	Type
▢ ARC ASSETS MOU	Backup Material
▢ SBS ASES MOU	Backup Material
▢ SBS ASSETS MOU	Backup Material
▢ YMCA ASES MOU	Backup Material
▢ YMCA ASSETS MOU	Backup Material



MEMORANDUM OF UNDERSTANDING  
Between  
GOOD SPORTS PLUS LTD, dba ARC  
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this 7 June 2017, by and between the GOOD SPORTS PLUS LTD, dba ARC, located at 370 Amapola Avenue, Ste. 208, Torrance, CA. 90501 Telephone: 310-671-4400, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of itself and the various school sites listed in Exhibit A (“Site(s)”), hereafter referred to as “District” to collaborate on the After School Safety and Enrichment for Teens (ASSETs) Program. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

1. TERM OF MOU:

This MOU is effective from July 1, 2017 and is approved by the SUHSD Board of Trustees and terminates on June 30, 2018.

2. SCOPE OF SERVICES:

For the purpose of collaboration with each Site, the Consultant will provide program staffing throughout the 2017-2018 school year to operate the program for a minimum of fifteen (15) hours per week. The Site has the option of operating the ASSETs program after school and during any combination of before school, weekends, summer, intersession, and vacation, but shall not operate programs during the school day. Staff hours shall be agreed upon by Site ASSETs Coordinator and the Consultant.

The Consultant is responsible for the recruitment and retention of students in the ASSET’s program throughout the entire school year. District will work cooperatively with Consultant in the development and implementation of the recruiting and retention plans agreed to by both parties.

3. PARTIES RESPONSIBILITIES:

A. Consultant will:

1. Work collaboratively with District and Site to design and operate the ASSETs program.
2. Provide a Consultant Lead employee to act as the liaison between the Consultant and the District.
3. Staffing
  - a. Consultant working with district shall ensure staffing sufficient to operate program and perform the requirements in accordance with the District staffing ratios and the terms and conditions of the ASSETs Program grant, relevant Education Code provisions, as applicable at each Site throughout the 2017-2018 school year, including on days designated as “minimum” or “modified” days. Staffing ratios must minimally meet the 1:20 ratio for the Site’s ASSETs targeted Average

Daily Attendance (ADA) of 138 for 180 days; at Palomar Alternative High, the ADA is 28 for 180 days.

If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the Site, and the District to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.

- b. Consultant shall submit to the District a roster of Consultant's staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the District prior to the start of the new school year and every first of the month thereafter.
- c. Consultant shall provide each program staff with a Consultant logo shirt and Consultant name photo identification badge. The Consultant shirt must be pre-approved by the District prior to purchase and is to be worn by program Consultant staff during program hours. Consultant will make best effort to collect logoed shirts from terminated staff.
- d. Consultant shall provide all necessary training and supervision of staff to meet all contractual obligations. Consultant shall provide training to all agency staff in areas including but not limited to health and safety, disaster preparedness, and child abuse reporting. All staff shall be trained in positive behavior management, instructional, academic and enrichment activities aligned with the Common Core State Standards by consultant. Consultant shall submit current training plan which will be attached as Exhibit C to the contract prior to the start of the new school year.
- e. Consultant shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians and school staff, use of personal cell phone and dress code.
- f. Consultant certifies that all Consultant employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum, meet the qualifications for an Instructional Aide (Ed Code 8483.4) prior to employment. Consultant shall provide verification to District of such qualifications prior to assigning the employees to a Site.
- g. Consultant assumes financial responsibility for consultant staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).
- h. The Consultant certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR, Child Abuse Reporting, Classroom Management, Curriculum, etc. prior to placement at the Site.
- i. The Consultant shall ensure that all staff members who work directly with the pupils at the Site will be trained on and comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at the Site. Consultant shall adopt a written child abuse reporting procedure and provide annual training to all its employees

regarding mandated reporting of child abuse and missing children. The Consultant shall provide verification to the District that all employees have received annual training. The Consultant warrants that all staff members will timely abide by such laws.

4. The Consultant shall comply with all requirements set forth by the California Department of Education (CDE) and by the San Diego County Office of Education as fiscal agent, including but not be limited to: program reporting requirements, contract compliance, and allowable expenditures.
5. The Consultant shall comply with the District's Safety procedures, including but not limited to:
  - a. Consultant shall develop and train Consultant's staff and volunteers in emergency and disaster procedures aligned with the Site emergency disaster plan shall be provided by District to Consultant upon execution of this MOU, including an evacuation and reunification plan for use during program hours.
  - b. Consultant shall ensure that the disaster preparedness kit provided by the District is maintained and stored in a locked cabinet. Consultant shall train staff and conduct the following emergency procedure drills per semester at each schools during program hours: fire, disaster, and lock down. Consultant shall complete the emergency preparedness drill log.
  - c. Consultant shall report any injury or incident (i.e. an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) to the parent/guardian, school administrator, After School Coordinator, the District, and the Consultant administrative office within 24 hours of the incident, utilizing the District's incident report form or the injury report form.
    1. In addition to the injury report form, all head injuries must be reported to the parent/guardian on the District's head injury report form.
    2. Any severe incident/injury must be reported to the parent/guardian, school administrator, Afterschool Coordinator, if available, and District immediately.
  - d. Consultant shall report all minor accidents or injuries on the District designated form with one copy provided to the parent/guardian and one copy placed in the student's file on campus.
6. The Consultant shall provide support to the ASSETs Program and be responsible for providing a variety of program activities under the collaboration of the ASSETs Coordinator and under the direction of the Site Administrator, including but not limited to, sports, arts, academic enrichment, mentoring, general supervision and activities from the District's approved list of activities.
7. The Consultant employees will work collaboratively with the Site in order to maximize program resources. This collaboration includes attending and supporting special events, program development, professional development and meetings.

8. Consultant to provide training and professional development to employees assigned to the Site and District program staff, as stated in the professional development plan, afterhours or on weekends.
9. The Consultant acknowledges the District's right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the District's completion of program audits.
10. The Consultant acknowledges the District's right to examine and audit all of Consultant books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.
11. Consultant will make available to District all budgetary information including operating budgets submitted for the relevant contract period being audited. Consultant will make such evidence and documents available at the District office at all reasonable times and without charge within 5 days of a written request from District. Consultant will, at no cost to District, provide assistance for such examination or audit.
12. Consultant agrees to meet with each participating site to determine their budget (based on NOT TO EXCEED amount in Exhibit A, modified by site program staffing and costs), and will prepare and submit a detailed budget on District provide budget forms to Director of State and Federal Programs (which upon agreement will be attached to this Agreement as Exhibit B-1). The Budget Forms are due: Base budget (Exhibit B-1) due July 1, 2017.
13. Consultant will submit to Director of State and Federal Programs a completed Professional Development form for all staff including District staff. The Professional Development Form is attached hereto as Exhibit C.
14. Consultant shall exercise care when utilizing District facilities or equipment. Any District classroom or school equipment, which is established to have been damaged by the negligence of Consultant's staff, will be replaced or repaired at the expense of the Consultant. Consultant agrees to provide replacement for missing or damaged classroom materials and school equipment attributable to the negligence of Consultant's employees in classrooms and other areas utilized by Consultant. Consultant shall ensure facility space used by the program shall be clean and organized by program staff at each location.
15. Consultant shall assist the Site Coordinator on the content and calendar for a monthly parent newsletter and calendar of activities and events for each assigned school and submit a copy to the District no later than the first day of each month.
16. Consultant shall conduct a minimum of two (2) family events annually at each school, which may be conducted during program hours. Such events may include student performances, or other celebratory themes. The goal of such events should be to build communication with parents/guardians and create stronger family involvement within the program. Consultant's program staff shall work collaboratively with school staff to coordinate the events. Consultant shall submit a copy of the flyer detailing the event, prior to the event for distribution by Site staff.

B. DISTRICT will:

1. Provide access to on-site indoor and outdoor facilities, with dedicated phone lines, for the Site ASSETs Program appropriate to the number of participants and activity.
2. Promote and foster a positive environment for the development of a successful Site ASSETs Program.
3. Coordinate collaborative meetings with Consultant staff to discuss programs goals and effectiveness
4. Maintain system for tracking ADA and provide a report on the progress of the ASSETs Program, indicating the current ADA and create a plan for improvement if needed.
  - a. If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the site, and the district to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.
5. Provide a Site ASSETs Program Coordinator for a portion of the ASSETs program hours.
6. The Site ASSETs Coordinator will communicate regularly with Consultant Director regarding hiring, supervision, and training of program staff.
7. Provide all supplies needed at each ASSET's Site, based on mutually needs agreed that supports the program plan. Supplies should be requested in a timely manner and will be provided according to the district purchasing time lines.
8. Provide the Site lead outreach opportunities for the purpose of recruitment and retention of students, i.e. lunch time, classroom presentations, mailings and robocalls.

4. COSTS AND FEES:

- a. The District agrees to reimburse the Consultant fees not to exceed the amounts listed in Exhibit A, as modified by the budgets agreed to in Exhibit B. This amount includes all staffing costs for direct services and allowable administrative costs (as defined in the CDE Circular "Direct Services and Administrative Costs Guidance" at <http://www.cde.ca.gov/ls/ba/cp/admincostguidance.asp>, and set forth below) to operate the ASSETs Program. No indirect costs shall be charged to the District with the exception of the indirect admin costs outlined below. The District is not responsible for any amounts above and beyond this reimbursement for any costs the Consultant expends in performing services required under this MOU. Any expenditures in excess of contract shall be deemed in kind contributions, such as staffing costs associated with Section 3(a)(3)(g).
  - i. Direct administrative costs may not exceed 8% of the amount of money which actually is reimbursed under the Agreement. Direct administrative costs are for direct support of the ASSETs Program. (Examples: program staff salaries, management, planning and monitoring activities; staff salaries for processing of applications and participation forms; program insurance; rent and maintenance of program office space; rental or purchase of program specific office equipment or supplies.

- ii. Indirect administrative costs may not exceed 1% of the amount of money which actually is reimbursed under the Agreement. Indirect administrative costs include items critical to operating the organization that provide the program services such as personnel, payroll, accounting, and procurement services.
- b. The Consultant will submit invoices and related documents to the District for payment each calendar month when ASSETs or related services were provided. Invoice and related documents will be submitted in the manner prescribed by the District. Invoices will be submitted on a form which has been approved by the District no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered.
- c. If the District determines that cause exists to withhold payment to Consultant, District shall, within ten (10) days of this determination, provide to Consultant written notice that District is withholding payment. The notice will specify the reasons of withholding payment and the amount to be withheld. If the Consultant is given written notice of payment withheld, the Consultant will correct discrepancies and submit the revised invoice no later than 30 days. District will pay revised invoices no later than thirty (30) days of resolving the dispute. If the basis for withholding is not reconciled within the approved time period, payment will be denied for that portion of the payment which is not reconciled.
- d. Full payment of non-withheld amounts shall be made within forty-five (45) days of the date of the submission of Consultant's invoices. Invoices paid for less than full amounts shall include District written notification to Consultant documenting withheld amounts, as specified in section 4(c).
- e. Final invoices must be received by the District no later than July 6, 2018. All services must be completed by June 30, 2018.
- f. The District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas, related services and contractual, legal, and procedural compliance.
- g. The District has the right to examine and audit all of the Consultant's books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this MOU.
- h. The District shall waive the facility usage fee for all ASSETs funded activities conducted by the Consultant.

## 5. TERM OF MOU

This MOU is effective July 1, 2017 and terminates on June 30, 2018.

## 6. TERMINATION OF MOU

- a. The District reserves the right to relocate or discontinue the ASSETs Program at its sole discretion, for reasons including, but not limited to, regular low attendance, poor program quality, or at the request of the school principal. In such cases, a 30-day written notice will be provided to Consultant.
- b. The District or the Consultant may terminate this MOU by giving written notice, with or without cause, to the other party thirty (30) days prior to the effective date of

termination. The Consultant will continue to provide services during the termination window at the request of the District. District shall compensate the Consultant for services provided through the date of written notification of termination. The District shall compensate the Consultant for services provided between the date of written notice of termination and the expiration of the 30-day notice window if the District requests the Consultant continue providing services.

- c. District may terminate this MOU at any time, upon written notice, if Consultant materially fails to meet or fulfill its obligations hereunder.

#### 7. 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.

#### 8. 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 MOU; performance and/or non-performance of its duties and responsibilities with respect to this MOU; and any other negligent or willful act or omission of its directors, officers, agents, sub consultant or employees.

#### 9. LIABILITY INSURANCE

- a. For the term of this MOU, Consultant shall include DISTRICT in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by Consultant to DISTRICT with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. Consultant shall furnish DISTRICT with, and shall maintain on file with DISTRICT during the term of the MOU valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT.
- b. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the MOU with Consultant, 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 Consultant prior to the commencement of the MOU.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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. This provision specifically includes compliance with Title IX obligations, under 20 U.S. Code § 1681, in coordination of competitive sporting programs offered under the after school program, including but not limited to using best efforts to recruit staff of equitable skill levels for male and female coaching opportunities, providing proportionate participation opportunities for male and female students, providing equitable playing times and facilities usage, and cooperating with the District to track all of the aforementioned monitoring mechanisms.

#### 14. FINAL APPROVAL

This MOU is of no force or effect until approved by the signature and ratification by the Sweetwater Union High District Board of Trustees and Consultant. The Board of Trustees approved enter into this MOU by action on June 12, 2017. The District is authorized to pay amounts incurred during the term of this Agreement.

#### 15. 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.

#### 16. 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.

17. 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.

18. 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.

19. COUNTERPARTS:

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. EXHIBITS:

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

26. TRANSPORTATION:

If applicable, the Consultant shall follow District Administrative Procedures around transportation for students. If no District transportation is available, Consultant may use their transportation department to transport District pupils to various ASSETs related activities. The Consultant must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. Consultant is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

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 Consultant, to:	Good Sports Plus, Ltd dba ARC Brad Lupien, Co-Founder and Co-President 370 Amapola Avenue, Suite 208 Torrance, CA 90501 Telephone: (310) 671-4400 Email: <a href="mailto:brad@arc-experience.com">brad@arc-experience.com</a>
If to SUHSD, to:	<b>Assistant Superintendent of Teaching and Learning</b> Ana Maria Alvarez Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911 Telephone: (619) 691-5546 Site Administrators - see Exhibit A

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 **7 June 2017**, in California.

Company:

GOOD SPORTS PLUS LTD dba ARC  
a California corporation

By: \_\_\_\_\_

its :           [TITLE]          

SUHSD:

Sweetwater Union High School District on  
behalf of the Sites listed in Exhibit A

By: \_\_\_\_\_

its :           CHIEF FINANCIAL OFFICER          

Approved as to Form and Legality

\_\_\_\_\_  
[Consultant Counsel]

\_\_\_\_\_  
Jennifer Carbuccia, General Counsel

## **Exhibit "A"**

This is Exhibit A to the Memorandum of MOU by and between GOOD SPORTS PLUS LTD dba ARC hereafter, referred to as "Consultant" and SWEETWATER UNION HIGH SCHOOL DISTRICT, hereafter, referred to as "District". Consultant and District will collaborate on the After School Safety and Enrichment for Teens (ASSETs) Program at and on behalf of various school sites listed below. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

Services will include 180 After-School service days (a minimum of 15 hours a week).

The District schools participating in this program are:

<b>ARC</b>			
<b>Site</b>	<b>AS BASE NUMBER OF RECORDS (ADA)</b>		<b>Total Contract Not to Exceed</b>
Sweetwater High School	25,000		\$107,000+
Chula Vista High School	<i>Pending grant approval from CDE.</i>		
San Ysidro High School	<i>Pending grant approval from CDE.</i>		
		<b>Total:</b>	<b>\$107,000+</b>

+Total contract and individual line item amounts are designated as a Not to Exceed amount, which will be updated to include the CVHS and SYHS amounts pending receipt of grant award from CDE.

Exhibit B1 for Sweetwater High School will detail the actual budget (which will modify the Not to Exceed amount listed above) following meeting and agreement between Consultant and District which is scheduled to occur on or before July 1, 2017. San Ysidro High School and for Chula Vista High School will detail the actual budget following grant approval from CDE, and the subsequent meeting and agreement between Consultant and District on a timeline within 45 days following grant approval from CDE.

**AS BASE - After School Base**

**ADA – Average Daily Attendance**

**NUMBER OF RECORDS – One student signature per day = 1 record**

MEMORANDUM OF UNDERSTANDING  
Between  
SOUTH BAY COMMUNITY SERVICES  
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this 7 June 2017, by and between the SOUTH BAY COMMUNITY SERVICES, located at 430 F. Street, Chula Vista, CA 91910, CA 90501, Telephone: 619-420-3620, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of itself and the various school sites listed in Exhibit A (“Site(s)”), hereafter referred to as “District” to collaborate on the After School Education & Safety (ASES) Program. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

1. TERM OF MOU:

This MOU is effective from July 1, 2017 and is approved by the SUHSD Board of Trustees and terminates on June 30, 2018.

2. SCOPE OF SERVICES:

For the purpose of collaboration with each Site, the Consultant will provide program staffing throughout the 2017-2018 school year to operate the program for a minimum of fifteen (15) hours per week. The Site has the option of operating the ASES program after school and during any combination of before school, weekends, summer, intersession, and vacation, but shall not operate programs during the school day. Staff hours shall be agreed upon by Site ASES Coordinator and the Consultant.

The Consultant is responsible for the recruitment and retention of students in the ASES program throughout the entire school year. District will work cooperatively with Consultant in the development and implementation of the recruiting and retention plans agreed to by both parties.

3. PARTIES RESPONSIBILITIES:

A. Consultant will:

1. Work collaboratively with District and Site to design and operate the ASES program.
2. Provide a Consultant Lead employee to act as the liaison between the Consultant and the District.
3. Staffing
  - a. Consultant working with district shall ensure staffing sufficient to operate program and perform the requirements in accordance with the District staffing ratios and the terms and conditions of the ASES Program grant, relevant Education Code provisions, as applicable at each Site throughout the 2017-2018 school year, including on days designated as “minimum” or “modified” days. See Exhibit A for the ADA Attendance Targets.

If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the Site, and the District to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.

- b. Consultant shall submit to the District a roster of Consultant's staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the District prior to the start of the new school year and every first of the month thereafter.
- c. Consultant shall provide each program staff with a Consultant logo shirt and Consultant name photo identification badge. The Consultant shirt must be pre-approved by the District prior to purchase and is to be worn by program Consultant staff during program hours. Consultant will make best effort to collect logoed shirts from terminated staff.
- d. Consultant shall provide all necessary training and supervision of staff to meet all contractual obligations. Consultant shall provide training to all agency staff in areas including but not limited to health and safety, disaster preparedness, and child abuse reporting. All staff shall be trained in positive behavior management, instructional, academic and enrichment activities aligned with the Common Core State Standards by consultant. Consultant shall submit current training plan which will be attached as Exhibit C to the contract prior to the start of the new school year.
- e. Consultant shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians and school staff, use of personal cell phone and dress code.
- f. Consultant certifies that all Consultant employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum, meet the qualifications for an Instructional Aide (Ed Code 8483.4) prior to employment. Consultant shall provide verification to District of such qualifications prior to assigning the employees to a Site.
- g. Consultant assumes financial responsibility for consultant staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).
- h. The Consultant certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR, Child Abuse Reporting, Classroom Management, Curriculum, etc. prior to placement at the Site.
- i. The Consultant shall ensure that all staff members who work directly with the pupils at the Site will be trained on and comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at the Site. Consultant shall adopt a written child abuse reporting procedure and provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Consultant shall provide verification to the District that all employees

- have received annual training. The Consultant warrants that all staff members will timely abide by such laws.
4. The Consultant shall comply with all requirements set forth by the California Department of Education (CDE) and by the San Diego County Office of Education as fiscal agent, including but not be limited to: program reporting requirements, contract compliance, and allowable expenditures.
  5. The Consultant shall comply with the District's Safety procedures, including but not limited to:
    - a. Consultant shall develop and train Consultant's staff and volunteers in emergency and disaster procedures aligned with the Site emergency disaster plan shall be provided by District to Consultant upon execution of this MOU, including an evacuation and reunification plan for use during program hours.
    - b. Consultant shall ensure that the disaster preparedness kit provided by the District is maintained and stored in a locked cabinet. Consultant shall train staff and conduct the following emergency procedure drills per semester at each schools during program hours: fire, disaster, and lock down. Consultant shall complete the emergency preparedness drill log.
    - c. Consultant shall report any injury or incident (i.e. an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) to the parent/guardian, school administrator, After School Coordinator, the District, and the Consultant administrative office within 24 hours of the incident, utilizing the District's incident report form or the injury report form.
      1. In addition to the injury report form, all head injuries must be reported to the parent/guardian on the District's head injury report form.
      2. Any severe incident/injury must be reported to the parent/guardian, school administrator, Afterschool Coordinator, if available, and District immediately.
    - d. Consultant shall report all minor accidents or injuries on the District designated form with one copy provided to the parent/guardian and one copy placed in the student's file on campus.
  6. The Consultant shall provide support to the ASES Program and be responsible for providing a variety of program activities under the collaboration of the ASES Coordinator and under the direction of the Site Administrator, including but not limited to, sports, arts, academic enrichment, mentoring, general supervision and activities from the District's approved list of activities.
  7. The Consultant employees will work collaboratively with the Site in order to maximize program resources. This collaboration includes attending and supporting special events, program development, professional development and meetings.
  8. Consultant to provide training and professional development to employees assigned to the Site and District program staff, as stated in the professional development plan, afterhours or on weekends.

9. The Consultant acknowledges the District's right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the District's completion of program audits.
10. The Consultant acknowledges the District's right to examine and audit all of Consultant books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.
11. Consultant will make available to District all budgetary information including operating budgets submitted for the relevant contract period being audited. Consultant will make such evidence and documents available at the District office at all reasonable times and without charge within 5 days of a written request from District. Consultant will, at no cost to District, provide assistance for such examination or audit.
12. Consultant agrees to meet with each participating site to determine their budget (based on NOT TO EXCEED amount in Exhibit A, modified by site program staffing and costs), and will prepare and submit a detailed budget on District provide budget forms to Director of State and Federal Programs (which upon agreement will be attached to this Agreement as Exhibit B-1 and Exhibit B-2). The Budget Forms are due: Base budget (Exhibit B-1) due July 1, 2017. Supplemental budget (Exhibit B-2) due October 1, 2017.
13. Consultant will submit to Director of State and Federal Programs a completed Professional Development form for all staff including District staff. The Professional Development Form is attached hereto as Exhibit C.
14. Consultant shall exercise care when utilizing District facilities or equipment. Any District classroom or school equipment, which is established to have been damaged by the negligence of Consultant's staff, will be replaced or repaired at the expense of the Consultant. Consultant agrees to provide replacement for missing or damaged classroom materials and school equipment attributable to the negligence of Consultant's employees in classrooms and other areas utilized by Consultant. Consultant shall ensure facility space used by the program shall be clean and organized by program staff at each location.
15. Consultant shall assist the Site Coordinator on the content and calendar for a monthly parent newsletter and calendar of activities and events for each assigned school and submit a copy to the District no later than the first day of each month.
16. Consultant shall conduct a minimum of two (2) family events annually at each school, which may be conducted during program hours. Such events may include student performances, or other celebratory themes. The goal of such events should be to build communication with parents/guardians and create stronger family involvement within the program. Consultant's program staff shall work collaboratively with school staff to coordinate the events. Consultant shall submit a copy of the flyer detailing the event, prior to the event for distribution by Site staff.

B. DISTRICT will:



1. Provide access to on-site indoor and outdoor facilities, with dedicated phone lines, for the Site ASES Program appropriate to the number of participants and activity.
2. Promote and foster a positive environment for the development of a successful Site ASES Program.
3. Coordinate collaborative meetings with Consultant staff to discuss programs goals and effectiveness
4. Maintain system for tracking ADA and provide a report on the progress of the ASES Program, indicating the current ADA and create a plan for improvement if needed.
  - a. If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the site, and the district to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.
5. Provide a Site ASES Program Coordinator for a portion of the ASES program hours.
6. The Site ASES Coordinator will communicate regularly with Consultant Director regarding hiring, supervision, and training of program staff.
7. Provide all supplies needed at each ASES' Site, based on mutually needs agreed that supports the program plan. Supplies should be requested in a timely manner and will be provided according to the district purchasing time lines.
8. Provide computer access at each site for use by Consultant's staff.
9. Provide the Site lead outreach opportunities for the purpose of recruitment and retention of students, i.e. lunch time, classroom presentations, mailings and robocalls.

#### 4. COSTS AND FEES:

- a. The District agrees to reimburse the Consultant fees not to exceed the amounts listed in Exhibit A, as modified by the budgets agreed to in Exhibit B. This amount includes all staffing costs for direct services and allowable administrative costs (as defined in the CDE Circular "Direct Services and Administrative Costs Guidance" at <http://www.cde.ca.gov/ls/ba/cp/admincostguidance.asp>, and set forth below) to operate the ASES Program. No indirect costs shall be charged to the District with the exception of the indirect admin costs outlined below. The District is not responsible for any amounts above and beyond this reimbursement for any costs the Consultant expends in performing services required under this MOU. Any expenditures in excess of contract shall be deemed in kind contributions, such as staffing costs associated with Section 3(a)(3)(g).
  - i. Direct administrative costs may not exceed 8% of the amount of money which actually is reimbursed under the Agreement. Direct administrative costs are for direct support of the ASES Program. (Examples: program staff salaries, management, planning and monitoring activities; staff salaries for processing of applications and participation forms; program insurance; rent and maintenance of program office space; rental or purchase of program specific office equipment or supplies.

- ii. Indirect administrative costs may not exceed 1% of the amount of money which actually is reimbursed under the Agreement. Indirect administrative costs include items critical to operating the organization that provide the program services such as personnel, payroll, accounting, and procurement services.
- b. The Consultant will submit invoices and related documents to the District for payment each calendar month when ASSETs or related services were provided. Invoice and related documents will be submitted in the manner prescribed by the District. Invoices will be submitted on a form which has been approved by the District no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered.
- c. If the District determines that cause exists to withhold payment to Consultant, District shall, within ten (10) days of this determination, provide to Consultant written notice that District is withholding payment. The notice will specify the reasons of withholding payment and the amount to be withheld. If the Consultant is given written notice of payment withheld, the Consultant will correct discrepancies and submit the revised invoice no later than 30 days. District will pay revised invoices no later than thirty (30) days of resolving the dispute. If the basis for withholding is not reconciled within the approved time period, payment will be denied for that portion of the payment which is not reconciled.
- d. Full payment of non-withheld amounts shall be made within forty-five (45) days of the date of the submission of Consultant's invoices. Invoices paid for less than full amounts shall include District written notification to Consultant documenting withheld amounts, as specified in section 4(c).
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- g. The District has the right to examine and audit all of the Consultant's books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this MOU.
- h. The District shall waive the facility usage fee for all ASES funded activities conducted by the Consultant.

## 5. TERM OF MOU

This MOU is effective July 1, 2017 and terminates on June 30, 2018.

## 6. TERMINATION OF MOU

- a. The District reserves the right to relocate or discontinue the ASES Program at its sole discretion, for reasons including, but not limited to, regular low attendance, poor program quality, or at the request of the school principal. In such cases, a 30-day written notice will be provided to Consultant.
- b. The District or the Consultant may terminate this MOU by giving written notice, with or without cause, to the other party thirty (30) days prior to the effective date of

termination. The Consultant will continue to provide services during the termination window at the request of the District. District shall compensate the Consultant for services provided through the date of written notification of termination. The District shall compensate the Consultant for services provided between the date of written notice of termination and the expiration of the 30-day notice window if the District requests the Consultant continue providing services.

- c. District may terminate this MOU at any time, upon written notice, if Consultant materially fails to meet or fulfill its obligations hereunder.

#### 7. 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.

#### 8. 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 MOU; performance and/or non-performance of its duties and responsibilities with respect to this MOU; and any other negligent or willful act or omission of its directors, officers, agents, sub-consultant or employees.

#### 9. LIABILITY INSURANCE

- a. For the term of this MOU, Consultant shall include DISTRICT in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by Consultant to DISTRICT with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. Consultant shall furnish DISTRICT with, and shall maintain on file with DISTRICT during the term of the MOU valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT.
- b. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the MOU with Consultant, 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 Consultant prior to the commencement of the MOU.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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. This provision specifically includes compliance with Title IX obligations, under 20 U.S. Code § 1681, in coordination of competitive sporting programs offered under the after school program, including but not limited to using best efforts to recruit staff of equitable skill levels for male and female coaching opportunities, providing proportionate participation opportunities for male and female students, providing equitable playing times and facilities usage, and cooperating with the District to track all of the aforementioned monitoring mechanisms.

#### 14. FINAL APPROVAL

This MOU is of no force or effect until approved by the signature and ratification by the Sweetwater Union High District Board of Trustees and Consultant. The Board of Trustees approved enter into this MOU by action on June 12, 2017. The District is authorized to pay amounts incurred during the term of this Agreement.

#### 15. 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.

#### 16. 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.

17. 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.

18. 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.

19. COUNTERPARTS:

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. EXHIBITS:

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

26. TRANSPORTATION:

If applicable, the Consultant shall follow District Administrative Procedures around transportation for students. If no District transportation is available, Consultant may use their transportation department to transport District pupils to various ASES related activities. The Consultant must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. Consultant is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

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 Consultant, to:                   SOUTH BAY COMMUNITY SERVICES  
Mauricio Torre - MTorre@csbcs.org  
Geri Schroeder - GSchroeder@csbcs.org  
430 F. Street  
Chula Vista, CA 91910  
Telephone: (858) 531-0349

If to SUHSD, to:                   **Assistant Superintendent of Teaching and Learning**  
Ana Maria Alvarez  
Sweetwater Union High School District  
1130 Fifth Avenue  
Chula Vista, CA 91911  
Telephone: (619) 691-5546  
Site Administrators - see Exhibit A

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 **7 June 2017**, in California.

Company:

SUHSD:

SOUTH BAY COMMUNITY SERVICES  
a California corporation

Sweetwater Union High School District on  
behalf of the Sites listed in Exhibit A

By: \_\_\_\_\_

By: \_\_\_\_\_

its :           [TITLE]          

its :           [TITLE]          

Approved as to Form and Legality

\_\_\_\_\_  
[Consultant Counsel]

\_\_\_\_\_  
Jennifer Carbuccia, General Counsel

## **Exhibit "A"**

This is Exhibit A to the Memorandum of MOU by and between South Bay Community Services, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SUHSD DISTRICT, hereafter, referred to as “District”. Consultant and District will collaborate on After School Education & Safety (ASES) Program at and on behalf of various school sites listed below. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

Services to include 180 After-School service days (a minimum of 15 hours a week), 180 Before-School service days (a minimum of 7.5 hours a week). Exhibit B1 will detail the actual budget agreed upon between consultant and District on or before July 1, 2017.

Supplemental Services\* to include 8 days during the Spring Break (at least 7 hours a day). Exhibit B2 will detail the actual budget agreed upon between consultant and District on or before October 1, 2017.

The District schools participating in this program are:

<b>South Bay Community Services</b>				
<b>Site</b>	<b>AS BASE NUMBER OF RECORDS (ADA)</b>	<b>BS BASE NUMBER OF RECORDS (ADA)</b>	<b>Supplemental NUMBER OF RECORDS (ADA)</b>	<b>Total Contract Not to Exceed+</b>
Castle Park Middle	20,298	4,921	270*	\$128,000+
Granger Junior High	26,354	5,547	270* 1340* (BS)	\$161,000+
Hilltop Middle	14,689	2,360	270*	\$86,000+
National City Middle	20,000	1,325	270* 504* (BS)	\$107,000+
Mar Vista Academy	12,562	1,658	270*	\$72,000+
Supplemental*				\$34,425(AS)+ \$7,836 (BS)+
		<b>Total:</b>		<b>\$596,261+</b>

+Total contract and individual line item amounts are designated as a Not to Exceed amount

\*Supplemental funding is aggregated for all sites listed on MOU, not per site though the parties will determine how best to provide the services (i.e. at each site or at one school site).

**AS BASE - After School Base**

**BS BASE - Before School Base**

**ADA – Average Daily Attendance**

**NUMBER OF RECORDS – One student signature per day = 1 record**



MEMORANDUM OF UNDERSTANDING  
Between  
SOUTH BAY COMMUNITY SERVICES  
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this 7 June 2017, by and between the SOUTH BAY COMMUNITY SERVICES, located at 430 F. Street, Chula Vista, CA 91910, CA 90501, Telephone: 619-420-3620, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of itself and the various school sites listed in Exhibit A (“Site(s)”), hereafter referred to as “District” to collaborate on the After School Safety and Enrichment for Teens (ASSETs) Program. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

1. TERM OF MOU:

This MOU is effective from July 1, 2017 and is approved by the SUHSD Board of Trustees and terminates on June 30, 2018.

2. SCOPE OF SERVICES:

For the purpose of collaboration with each Site, the Consultant will provide program staffing throughout the 2017-2018 school year to operate the program for a minimum of fifteen (15) hours per week. The Site has the option of operating the ASSETs program after school and during any combination of before school, weekends, summer, intersession, and vacation, but shall not operate programs during the school day. Staff hours shall be agreed upon by Site ASSETs Coordinator and the Consultant.

The Consultant is responsible for the recruitment and retention of students in the ASSET’s program throughout the entire school year. District will work cooperatively with Consultant in the development and implementation of the recruiting and retention plans agreed to by both parties.

3. PARTIES RESPONSIBILITIES:

A. Consultant will:

1. Work collaboratively with District and Site to design and operate the ASSETs program.
2. Provide a Consultant Lead employee to act as the liaison between the Consultant and the District.
3. Staffing
  - a. Consultant working with district shall ensure staffing sufficient to operate program and perform the requirements in accordance with the District staffing ratios and the terms and conditions of the ASSETs Program grant, relevant Education Code provisions, as applicable at each Site throughout the 2017-2018 school year, including on days designated as “minimum” or “modified” days. Staffing ratios must minimally meet the 1:20 ratio for the Site’s ASSETs targeted Average

Daily Attendance (ADA) of 138 for 180 days; at Palomar Alternative High, the ADA is 28 for 180 days.

If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the Site, and the District to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.

- b. Consultant shall submit to the District a roster of Consultant's staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the District prior to the start of the new school year and every first of the month thereafter.
- c. Consultant shall provide each program staff with a Consultant logo shirt and Consultant name photo identification badge. The Consultant shirt must be pre-approved by the District prior to purchase and is to be worn by program Consultant staff during program hours. Consultant will make best effort to collect logoed shirts from terminated staff.
- d. Consultant shall provide all necessary training and supervision of staff to meet all contractual obligations. Consultant shall provide training to all agency staff in areas including but not limited to health and safety, disaster preparedness, and child abuse reporting. All staff shall be trained in positive behavior management, instructional, academic and enrichment activities aligned with the Common Core State Standards by consultant. Consultant shall submit current training plan which will be attached as Exhibit C to the contract prior to the start of the new school year.
- e. Consultant shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians and school staff, use of personal cell phone and dress code.
- f. Consultant certifies that all Consultant employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum, meet the qualifications for an Instructional Aide (Ed Code 8483.4) prior to employment. Consultant shall provide verification to District of such qualifications prior to assigning the employees to a Site.
- g. Consultant assumes financial responsibility for consultant staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).
- h. The Consultant certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR, Child Abuse Reporting, Classroom Management, Curriculum, etc. prior to placement at the Site.
- i. The Consultant shall ensure that all staff members who work directly with the pupils at the Site will be trained on and comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at the Site. Consultant shall adopt a written child abuse reporting procedure and provide annual training to all its employees

regarding mandated reporting of child abuse and missing children. The Consultant shall provide verification to the District that all employees have received annual training. The Consultant warrants that all staff members will timely abide by such laws.

4. The Consultant shall comply with all requirements set forth by the California Department of Education (CDE) and by the San Diego County Office of Education as fiscal agent, including but not be limited to: program reporting requirements, contract compliance, and allowable expenditures.
5. The Consultant shall comply with the District's Safety procedures, including but not limited to:
  - a. Consultant shall develop and train Consultant's staff and volunteers in emergency and disaster procedures aligned with the Site emergency disaster plan shall be provided by District to Consultant upon execution of this MOU, including an evacuation and reunification plan for use during program hours.
  - b. Consultant shall ensure that the disaster preparedness kit provided by the District is maintained and stored in a locked cabinet. Consultant shall train staff and conduct the following emergency procedure drills per semester at each schools during program hours: fire, disaster, and lock down. Consultant shall complete the emergency preparedness drill log.
  - c. Consultant shall report any injury or incident (i.e. an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) to the parent/guardian, school administrator, After School Coordinator, the District, and the Consultant administrative office within 24 hours of the incident, utilizing the District's incident report form or the injury report form.
    1. In addition to the injury report form, all head injuries must be reported to the parent/guardian on the District's head injury report form.
    2. Any severe incident/injury must be reported to the parent/guardian, school administrator, Afterschool Coordinator, if available, and District immediately.
  - d. Consultant shall report all minor accidents or injuries on the District designated form with one copy provided to the parent/guardian and one copy placed in the student's file on campus.
6. The Consultant shall provide support to the ASSETs Program and be responsible for providing a variety of program activities under the collaboration of the ASSETs Coordinator and under the direction of the Site Administrator, including but not limited to, sports, arts, academic enrichment, mentoring, general supervision and activities from the District's approved list of activities.
7. The Consultant employees will work collaboratively with the Site in order to maximize program resources. This collaboration includes attending and supporting special events, program development, professional development and meetings.

8. Consultant to provide training and professional development to employees assigned to the Site and District program staff, as stated in the professional development plan, afterhours or on weekends.
9. The Consultant acknowledges the District's right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the District's completion of program audits.
10. The Consultant acknowledges the District's right to examine and audit all of Consultant books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.
11. Consultant will make available to District all budgetary information including operating budgets submitted for the relevant contract period being audited. Consultant will make such evidence and documents available at the District office at all reasonable times and without charge within 5 days of a written request from District. Consultant will, at no cost to District, provide assistance for such examination or audit.
12. Consultant agrees to meet with each participating site to determine their budget (based on NOT TO EXCEED amount in Exhibit A, modified by site program staffing and costs), and will prepare and submit a detailed budget on District provide budget forms to Director of State and Federal Programs (which upon agreement will be attached to this Agreement as Exhibit B-1). The Budget Forms are due: Base budget (Exhibit B-1) due July 1, 2017.
13. Consultant will submit to Director of State and Federal Programs a completed Professional Development form for all staff including District staff. The Professional Development Form is attached hereto as Exhibit C.
14. Consultant shall exercise care when utilizing District facilities or equipment. Any District classroom or school equipment, which is established to have been damaged by the negligence of Consultant's staff, will be replaced or repaired at the expense of the Consultant. Consultant agrees to provide replacement for missing or damaged classroom materials and school equipment attributable to the negligence of Consultant's employees in classrooms and other areas utilized by Consultant. Consultant shall ensure facility space used by the program shall be clean and organized by program staff at each location.
15. Consultant shall assist the Site Coordinator on the content and calendar for a monthly parent newsletter and calendar of activities and events for each assigned school and submit a copy to the District no later than the first day of each month.
16. Consultant shall conduct a minimum of two (2) family events annually at each school, which may be conducted during program hours. Such events may include student performances, or other celebratory themes. The goal of such events should be to build communication with parents/guardians and create stronger family involvement within the program. Consultant's program staff shall work collaboratively with school staff to coordinate the events. Consultant shall submit a copy of the flyer detailing the event, prior to the event for distribution by Site staff.

B. DISTRICT will:

1. Provide access to on-site indoor and outdoor facilities, with dedicated phone lines, for the Site ASSETs Program appropriate to the number of participants and activity.
2. Promote and foster a positive environment for the development of a successful Site ASSETs Program.
3. Coordinate collaborative meetings with Consultant staff to discuss programs goals and effectiveness
4. Maintain system for tracking ADA and provide a report on the progress of the ASSETs Program, indicating the current ADA and create a plan for improvement if needed.
  - a. If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the site, and the district to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.
5. Provide a Site ASSETs Program Coordinator for a portion of the ASSETs program hours.
6. The Site ASSETs Coordinator will communicate regularly with Consultant Director regarding hiring, supervision, and training of program staff.
7. Provide all supplies needed at each ASSET's Site, based on mutually needs agreed that supports the program plan. Supplies should be requested in a timely manner and will be provided according to the district purchasing time lines.
8. Provide the Site lead outreach opportunities for the purpose of recruitment and retention of students, i.e. lunch time, classroom presentations, mailings and robocalls.

4. COSTS AND FEES:

- a. The District agrees to reimburse the Consultant fees not to exceed the amounts listed in Exhibit A, as modified by the budgets agreed to in Exhibit B. This amount includes all staffing costs for direct services and allowable administrative costs (as defined in the CDE Circular "Direct Services and Administrative Costs Guidance" at <http://www.cde.ca.gov/ls/ba/cp/admincostguidance.asp>, and set forth below) to operate the ASSETs Program. No indirect costs shall be charged to the District with the exception of the indirect admin costs outlined below. The District is not responsible for any amounts above and beyond this reimbursement for any costs the Consultant expends in performing services required under this MOU. Any expenditures in excess of contract shall be deemed in kind contributions, such as staffing costs associated with Section 3(a)(3)(g).
  - i. Direct administrative costs may not exceed 8% of the amount of money which actually is reimbursed under the Agreement. Direct administrative costs are for direct support of the ASSETs Program. (Examples: program staff salaries, management, planning and monitoring activities; staff salaries for processing of applications and participation forms; program insurance; rent and maintenance of program office space; rental or purchase of program specific office equipment or supplies.

- ii. Indirect administrative costs may not exceed 1% of the amount of money which actually is reimbursed under the Agreement. Indirect administrative costs include items critical to operating the organization that provide the program services such as personnel, payroll, accounting, and procurement services.
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- c. If the District determines that cause exists to withhold payment to Consultant, District shall, within ten (10) days of this determination, provide to Consultant written notice that District is withholding payment. The notice will specify the reasons of withholding payment and the amount to be withheld. If the Consultant is given written notice of payment withheld, the Consultant will correct discrepancies and submit the revised invoice no later than 30 days. District will pay revised invoices no later than thirty (30) days of resolving the dispute. If the basis for withholding is not reconciled within the approved time period, payment will be denied for that portion of the payment which is not reconciled.
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- e. Final invoices must be received by the District no later than July 6, 2018. All services must be completed by June 30, 2018.
- f. The District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas, related services and contractual, legal, and procedural compliance.
- g. The District has the right to examine and audit all of the Consultant's books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this MOU.
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## 5. TERM OF MOU

This MOU is effective July 1, 2017 and terminates on June 30, 2018.

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- a. The District reserves the right to relocate or discontinue the ASSETs Program at its sole discretion, for reasons including, but not limited to, regular low attendance, poor program quality, or at the request of the school principal. In such cases, a 30-day written notice will be provided to Consultant.
- b. The District or the Consultant may terminate this MOU by giving written notice, with or without cause, to the other party thirty (30) days prior to the effective date of

termination. The Consultant will continue to provide services during the termination window at the request of the District. District shall compensate the Consultant for services provided through the date of written notification of termination. The District shall compensate the Consultant for services provided between the date of written notice of termination and the expiration of the 30-day notice window if the District requests the Consultant continue providing services.

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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.

#### 8. 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 MOU; performance and/or non-performance of its duties and responsibilities with respect to this MOU; and any other negligent or willful act or omission of its directors, officers, agents, sub-consultant or employees.

#### 9. LIABILITY INSURANCE

- a. For the term of this MOU, Consultant shall include DISTRICT in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by Consultant to DISTRICT with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. Consultant shall furnish DISTRICT with, and shall maintain on file with DISTRICT during the term of the MOU valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT.
- b. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the MOU with Consultant, 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 Consultant prior to the commencement of the MOU.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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. This provision specifically includes compliance with Title IX obligations, under 20 U.S. Code § 1681, in coordination of competitive sporting programs offered under the after school program, including but not limited to using best efforts to recruit staff of equitable skill levels for male and female coaching opportunities, providing proportionate participation opportunities for male and female students, providing equitable playing times and facilities usage, and cooperating with the District to track all of the aforementioned monitoring mechanisms.

#### 14. FINAL APPROVAL

This MOU is of no force or effect until approved by the signature and ratification by the Sweetwater Union High District Board of Trustees and Consultant. The Board of Trustees approved enter into this MOU by action on June 12, 2017. The District is authorized to pay amounts incurred during the term of this Agreement.

#### 15. 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.

#### 16. 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.

17. 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.

18. 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.

19. COUNTERPARTS:

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. EXHIBITS:

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

26. TRANSPORTATION:

If applicable, the Consultant shall follow District Administrative Procedures around transportation for students. If no District transportation is available, Consultant may use their transportation department to transport District pupils to various ASSETs related activities. The Consultant must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. Consultant is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

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 Consultant, to:	SOUTH BAY COMMUNITY SERVICES Mauricio Torre - MTorre@csbcs.org Geri Schroeder - GSchroeder@csbcs.org 430 F. Street Chula Vista, CA 91910 Telephone: (858) 531-0349
If to SUHSD, to:	<b>Assistant Superintendent of Teaching and Learning</b> Ana Maria Alvarez Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911 Telephone: (619) 691-5546 Site Administrators - see Exhibit A

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 **7 June 2017**, in California.

Company:

SOUTH BAY COMMUNITY SERVICES  
a California corporation

By: \_\_\_\_\_

its :           [TITLE]          

SUHSD:

Sweetwater Union High School District on  
behalf of the Sites listed in Exhibit A

By: \_\_\_\_\_

its :           CHIEF FINANCIAL OFFICER          

Approved as to Form and Legality

\_\_\_\_\_  
[Consultant Counsel]

\_\_\_\_\_  
Jennifer Carbuccia, General Counsel

## **Exhibit "A"**

This is Exhibit A to the Memorandum of MOU by and between South Bay Community Services hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, hereafter, referred to as “District”. Consultant and District will collaborate on the After School Safety and Enrichment for Teens (ASSETs) Program at and on behalf of various school sites listed below. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

Services will include 180 After-School service days (a minimum of 15 hours a week).

The District schools participating in this program are:

<b>South Bay Community Services</b>			
<b>Site</b>	<b>AS BASE NUMBER OF RECORDS (ADA)</b>		<b>Total Contract Not to Exceed</b>
Castle Park High	25,000		\$107,000+
Montgomery High	25,000		\$107,000+
Olympian High	25,000		\$107,000+
Southwest High	25,000		\$107,000+
		<b>Total:</b>	<b>\$428,000+</b>

+Total contract and individual line item amounts are designated as a Not to Exceed amount.

Exhibit B1 will detail the actual budgets (which will modify the Not to Exceed amount listed above) following meeting and agreement between Consultant and each Site, scheduled to occur on or before July 1, 2017.

**AS BASE - After School Base**

**ADA – Average Daily Attendance**

**NUMBER OF RECORDS – One student signature per day = 1 record**

MEMORANDUM OF UNDERSTANDING  
Between  
YMCA OF SAN DIEGO COUNTY  
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this 7 June 2017, by and between the YMCA OF SAN DIEGO COUNTY, located at 3708 Ruffin Road, San Diego, CA 92123, Phone: (858) 292-9622, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of itself and the various school sites listed in Exhibit A (“Site(s)”), hereafter referred to as “District” to collaborate on the After School Education & Safety (ASES) Program. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

1. TERM OF MOU:

This MOU is effective from July 1, 2017 and is approved by the SUHSD Board of Trustees and terminates on June 30, 2018.

2. SCOPE OF SERVICES:

For the purpose of collaboration with each Site, the Consultant will provide program staffing throughout the 2017-2018 school year to operate the program for a minimum of fifteen (15) hours per week. The Site has the option of operating the ASES program after school and during any combination of before school, weekends, summer, intersession, and vacation, but shall not operate programs during the school day. Staff hours shall be agreed upon by Site ASES Coordinator and the Consultant.

The Consultant is responsible for the recruitment and retention of students in the ASES program throughout the entire school year. District will work cooperatively with Consultant in the development and implementation of the recruiting and retention plans agreed to by both parties.

3. PARTIES RESPONSIBILITIES:

A. Consultant will:

1. Work collaboratively with District and Site to design and operate the ASES program.
2. Provide a Consultant Lead employee to act as the liaison between the Consultant and the District.
3. Staffing
  - a. Consultant working with district shall ensure staffing sufficient to operate program and perform the requirements in accordance with the District staffing ratios and the terms and conditions of the ASES Program grant, relevant Education Code provisions, as applicable at each Site throughout the 2017-2018 school year, including on days designated as “minimum” or “modified” days. See Exhibit A for the ADA Attendance Targets.

If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the Site, and the District to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.

- b. Consultant shall submit to the District a roster of Consultant's staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the District prior to the start of the new school year and every first of the month thereafter.
- c. Consultant shall provide each program staff with a Consultant logo shirt and Consultant name photo identification badge. The Consultant shirt must be pre-approved by the District prior to purchase and is to be worn by program Consultant staff during program hours. Consultant will make best effort to collect logoed shirts from terminated staff.
- d. Consultant shall provide all necessary training and supervision of staff to meet all contractual obligations. Consultant shall provide training to all agency staff in areas including but not limited to health and safety, disaster preparedness, and child abuse reporting. All staff shall be trained in positive behavior management, instructional, academic and enrichment activities aligned with the Common Core State Standards by consultant. Consultant shall submit current training plan which will be attached as Exhibit C to the contract prior to the start of the new school year.
- e. Consultant shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians and school staff, use of personal cell phone and dress code.
- f. Consultant certifies that all Consultant employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum, meet the qualifications for an Instructional Aide (Ed Code 8483.4) prior to employment. Consultant shall provide verification to District of such qualifications prior to assigning the employees to a Site.
- g. Consultant assumes financial responsibility for consultant staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).
- h. The Consultant certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR, Child Abuse Reporting, Classroom Management, Curriculum, etc. prior to placement at the Site.
- i. The Consultant shall ensure that all staff members who work directly with the pupils at the Site will be trained on and comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at the Site. Consultant shall adopt a written child abuse reporting procedure and provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Consultant shall provide verification to the District that all employees

- have received annual training. The Consultant warrants that all staff members will timely abide by such laws.
4. The Consultant shall comply with all requirements set forth by the California Department of Education (CDE) and by the San Diego County Office of Education as fiscal agent, including but not be limited to: program reporting requirements, contract compliance, and allowable expenditures.
  5. The Consultant shall comply with the District's Safety procedures, including but not limited to:
    - a. Consultant shall develop and train Consultant's staff and volunteers in emergency and disaster procedures aligned with the Site emergency disaster plan shall be provided by District to Consultant upon execution of this MOU, including an evacuation and reunification plan for use during program hours.
    - b. Consultant shall ensure that the disaster preparedness kit provided by the District is maintained and stored in a locked cabinet. Consultant shall train staff and conduct the following emergency procedure drills per semester at each schools during program hours: fire, disaster, and lock down. Consultant shall complete the emergency preparedness drill log.
    - c. Consultant shall report any injury or incident (i.e. an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) to the parent/guardian, school administrator, After School Coordinator, the District, and the Consultant administrative office within 24 hours of the incident, utilizing the District's incident report form or the injury report form.
      1. In addition to the injury report form, all head injuries must be reported to the parent/guardian on the District's head injury report form.
      2. Any severe incident/injury must be reported to the parent/guardian, school administrator, Afterschool Coordinator, if available, and District immediately.
    - d. Consultant shall report all minor accidents or injuries on the District designated form with one copy provided to the parent/guardian and one copy placed in the student's file on campus.
  6. The Consultant shall provide support to the ASES Program and be responsible for providing a variety of program activities under the collaboration of the ASES Coordinator and under the direction of the Site Administrator, including but not limited to, sports, arts, academic enrichment, mentoring, general supervision and activities from the District's approved list of activities.
  7. The Consultant employees will work collaboratively with the Site in order to maximize program resources. This collaboration includes attending and supporting special events, program development, professional development and meetings.
  8. Consultant to provide training and professional development to employees assigned to the Site and District program staff, as stated in the professional development plan, afterhours or on weekends.

9. The Consultant acknowledges the District's right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the District's completion of program audits.
10. The Consultant acknowledges the District's right to examine and audit all of Consultant books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.
11. Consultant will make available to District all budgetary information including operating budgets submitted for the relevant contract period being audited. Consultant will make such evidence and documents available at the District office at all reasonable times and without charge within 5 days of a written request from District. Consultant will, at no cost to District, provide assistance for such examination or audit.
12. Consultant agrees to meet with each participating site to determine their budget (based on NOT TO EXCEED amount in Exhibit A, modified by site program staffing and costs), and will prepare and submit a detailed budget on District provide budget forms to Director of State and Federal Programs (which upon agreement will be attached to this Agreement as Exhibit B-1 and Exhibit B-2). The Budget Forms are due: Base budget (Exhibit B-1) due July 1, 2017. Supplemental budget (Exhibit B-2) due October 1, 2017.
13. Consultant will submit to Director of State and Federal Programs a completed Professional Development form for all staff including District staff. The Professional Development Form is attached hereto as Exhibit C.
14. Consultant shall exercise care when utilizing District facilities or equipment. Any District classroom or school equipment, which is established to have been damaged by the negligence of Consultant's staff, will be replaced or repaired at the expense of the Consultant. Consultant agrees to provide replacement for missing or damaged classroom materials and school equipment attributable to the negligence of Consultant's employees in classrooms and other areas utilized by Consultant. Consultant shall ensure facility space used by the program shall be clean and organized by program staff at each location.
15. Consultant shall assist the Site Coordinator on the content and calendar for a monthly parent newsletter and calendar of activities and events for each assigned school and submit a copy to the District no later than the first day of each month.
16. Consultant shall conduct a minimum of two (2) family events annually at each school, which may be conducted during program hours. Such events may include student performances, or other celebratory themes. The goal of such events should be to build communication with parents/guardians and create stronger family involvement within the program. Consultant's program staff shall work collaboratively with school staff to coordinate the events. Consultant shall submit a copy of the flyer detailing the event, prior to the event for distribution by Site staff.

B. DISTRICT will:



1. Provide access to on-site indoor and outdoor facilities, with dedicated phone lines, for the Site ASES Program appropriate to the number of participants and activity.
2. Promote and foster a positive environment for the development of a successful Site ASES Program.
3. Coordinate collaborative meetings with Consultant staff to discuss programs goals and effectiveness
4. Maintain system for tracking ADA and provide a report on the progress of the ASES Program, indicating the current ADA and create a plan for improvement if needed.
  - a. If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the site, and the district to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.
5. Provide a Site ASES Program Coordinator for a portion of the ASES program hours.
6. The Site ASES Coordinator will communicate regularly with Consultant Director regarding hiring, supervision, and training of program staff.
7. Provide all supplies needed at each ASES' Site, based on mutually needs agreed that supports the program plan. Supplies should be requested in a timely manner and will be provided according to the district purchasing time lines.
8. Provide computer access at each site for use by Consultant's staff.
9. Provide the Site lead outreach opportunities for the purpose of recruitment and retention of students, i.e. lunch time, classroom presentations, mailings and robocalls.

#### 4. COSTS AND FEES:

- a. The District agrees to reimburse the Consultant fees not to exceed the amounts listed in Exhibit A, as modified by the budgets agreed to in Exhibit B. This amount includes all staffing costs for direct services and allowable administrative costs (as defined in the CDE Circular "Direct Services and Administrative Costs Guidance" at <http://www.cde.ca.gov/ls/ba/cp/admincostguidance.asp>, and set forth below) to operate the ASES Program. No indirect costs shall be charged to the District with the exception of the indirect admin costs outlined below. The District is not responsible for any amounts above and beyond this reimbursement for any costs the Consultant expends in performing services required under this MOU. Any expenditures in excess of contract shall be deemed in kind contributions, such as staffing costs associated with Section 3(a)(3)(g).
  - i. Direct administrative costs may not exceed 8% of the amount of money which actually is reimbursed under the Agreement. Direct administrative costs are for direct support of the ASES Program. (Examples: program staff salaries, management, planning and monitoring activities; staff salaries for processing of applications and participation forms; program insurance; rent and maintenance of program office space; rental or purchase of program specific office equipment or supplies.

- ii. Indirect administrative costs may not exceed 1% of the amount of money which actually is reimbursed under the Agreement. Indirect administrative costs include items critical to operating the organization that provide the program services such as personnel, payroll, accounting, and procurement services.
- b. The Consultant will submit invoices and related documents to the District for payment each calendar month when ASSETs or related services were provided. Invoice and related documents will be submitted in the manner prescribed by the District. Invoices will be submitted on a form which has been approved by the District no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered.
- c. If the District determines that cause exists to withhold payment to Consultant, District shall, within ten (10) days of this determination, provide to Consultant written notice that District is withholding payment. The notice will specify the reasons of withholding payment and the amount to be withheld. If the Consultant is given written notice of payment withheld, the Consultant will correct discrepancies and submit the revised invoice no later than 30 days. District will pay revised invoices no later than thirty (30) days of resolving the dispute. If the basis for withholding is not reconciled within the approved time period, payment will be denied for that portion of the payment which is not reconciled.
- d. Full payment of non-withheld amounts shall be made within forty-five (45) days of the date of the submission of Consultant's invoices. Invoices paid for less than full amounts shall include District written notification to Consultant documenting withheld amounts, as specified in section 4(c).
- e. Final invoices must be received by the District no later than July 6, 2018. All services must be completed by June 30, 2018.
- f. The District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas, related services and contractual, legal, and procedural compliance.
- g. The District has the right to examine and audit all of the Consultant's books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this MOU.
- h. The District shall waive the facility usage fee for all ASES funded activities conducted by the Consultant.

## 5. TERM OF MOU

This MOU is effective July 1, 2017 and terminates on June 30, 2018.

## 6. TERMINATION OF MOU

- a. The District reserves the right to relocate or discontinue the ASES Program at its sole discretion, for reasons including, but not limited to, regular low attendance, poor program quality, or at the request of the school principal. In such cases, a 30-day written notice will be provided to Consultant.
- b. The District or the Consultant may terminate this MOU by giving written notice, with or without cause, to the other party thirty (30) days prior to the effective date of

termination. The Consultant will continue to provide services during the termination window at the request of the District. District shall compensate the Consultant for services provided through the date of written notification of termination. The District shall compensate the Consultant for services provided between the date of written notice of termination and the expiration of the 30-day notice window if the District requests the Consultant continue providing services.

- c. District may terminate this MOU at any time, upon written notice, if Consultant materially fails to meet or fulfill its obligations hereunder.

#### 7. 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.

#### 8. 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 MOU; performance and/or non-performance of its duties and responsibilities with respect to this MOU; and any other negligent or willful act or omission of its directors, officers, agents, sub-consultant or employees.

#### 9. LIABILITY INSURANCE

- a. For the term of this MOU, Consultant shall include DISTRICT in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by Consultant to DISTRICT with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. Consultant shall furnish DISTRICT with, and shall maintain on file with DISTRICT during the term of the MOU valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT.
- b. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the MOU with Consultant, 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 Consultant prior to the commencement of the MOU.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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. This provision specifically includes compliance with Title IX obligations, under 20 U.S. Code § 1681, in coordination of competitive sporting programs offered under the after school program, including but not limited to using best efforts to recruit staff of equitable skill levels for male and female coaching opportunities, providing proportionate participation opportunities for male and female students, providing equitable playing times and facilities usage, and cooperating with the District to track all of the aforementioned monitoring mechanisms.

#### 14. FINAL APPROVAL

This MOU is of no force or effect until approved by the signature and ratification by the Sweetwater Union High District Board of Trustees and Consultant. The Board of Trustees approved enter into this MOU by action on June 12, 2017. The District is authorized to pay amounts incurred during the term of this Agreement.

#### 15. 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.

#### 16. 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.

17. 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.

18. 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.

19. COUNTERPARTS:

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. EXHIBITS:

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

26. TRANSPORTATION:

If applicable, the Consultant shall follow District Administrative Procedures around transportation for students. If no District transportation is available, Consultant may use their transportation department to transport District pupils to various ASES related activities. The Consultant must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. Consultant is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

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 Consultant, to:                   **YMCA of San Diego County**  
Steve Hensel – [shensel@ymca.org](mailto:shensel@ymca.org)  
Maria Masis – [mmasis@ymca.org](mailto:mmasis@ymca.org)  
3708 Ruffin Road  
San Diego, CA 92123  
(858) 292-9622

If to SUHSD, to:                   **Assistant Superintendent of Teaching and Learning**  
Ana Maria Alvarez  
Sweetwater Union High School District  
1130 Fifth Avenue  
Chula Vista, CA 91911  
Telephone: (619) 691-5546  
Site Administrators - see Exhibit A

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 **7 June 2017**, in California.

Company:

SUHSD:

YMCA of San Diego County  
a California corporation

Sweetwater Union High School District on  
behalf of the Sites listed in Exhibit A

By: \_\_\_\_\_

By: \_\_\_\_\_

its :       [TITLE]      

its :       [TITLE]      

Approved as to Form and Legality

\_\_\_\_\_  
[Consultant Counsel]

\_\_\_\_\_  
Jennifer Carbuccia, General Counsel

## **Exhibit "A"**

This is Exhibit A to the Memorandum of MOU by and between YMCA of San Diego County, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SUHSD DISTRICT, hereafter, referred to as “District”. Consultant and District will collaborate on After School Education & Safety (ASES) Program at and on behalf of various school sites listed below. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

Services to include 180 After-School service days (a minimum of 15 hours a week), 180 Before-School service days (a minimum of 7.5 hours a week). Exhibit B1 will detail the actual budget agreed upon between consultant and District on or before July 1, 2017.

Supplemental Services\* to include 8 days during the Spring Break (at least 7 hours a day). Exhibit B2 will detail the actual budget agreed upon between consultant and District on or before October 1, 2017.

The District schools participating in this program are:

<b>YMCA of San Diego County</b>				
<b>Site</b>	<b>AS BASE NUMBER OF RECORDS (ADA)</b>	<b>BS BASE NUMBER OF RECORDS (ADA)</b>	<b>Supplemental NUMBER OF RECORDS (ADA)</b>	<b>Total Contract Not to Exceed</b>
Chula Vista Middle School	39,865	40,875	N/A	\$259,000+
Montgomery Middle School	16,668	3,510	270*	\$102,000+
Supplemental*				\$6,885 (AS&BS)+
		<b>Total:</b>		<b>\$367,885</b>

+Total contract and individual line item amounts are designated as a Not to Exceed amount

\*Supplemental funding is aggregated for all sites listed on MOU, not per site though the parties will determine how best to provide the services (i.e. at each site or at one school site).

**AS BASE - After School Base**

**BS BASE - Before School Base**

**ADA – Average Daily Attendance**

**NUMBER OF RECORDS – One student signature per day = 1 record**



MEMORANDUM OF UNDERSTANDING  
Between  
YMCA OF SAN DIEGO COUNTY  
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this 7 June 2017, by and between the YMCA OF SAN DIEGO COUNTY, located at 3708 Ruffin Road, San Diego, CA 92123, Phone: (858) 292-9622, hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911 on behalf of itself and the various school sites listed in Exhibit A (“Site(s)”), hereafter referred to as “District” to collaborate on the After School Safety and Enrichment for Teens (ASSETs) Program. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

1. TERM OF MOU:

This MOU is effective from July 1, 2017 and is approved by the SUHSD Board of Trustees and terminates on June 30, 2018.

2. SCOPE OF SERVICES:

For the purpose of collaboration with each Site, the Consultant will provide program staffing throughout the 2017-2018 school year to operate the program for a minimum of fifteen (15) hours per week. The Site has the option of operating the ASSETs program after school and during any combination of before school, weekends, summer, intersession, and vacation, but shall not operate programs during the school day. Staff hours shall be agreed upon by Site ASSETs Coordinator and the Consultant.

The Consultant is responsible for the recruitment and retention of students in the ASSET’s program throughout the entire school year. District will work cooperatively with Consultant in the development and implementation of the recruiting and retention plans agreed to by both parties.

3. PARTIES RESPONSIBILITIES:

A. Consultant will:

1. Work collaboratively with District and Site to design and operate the ASSETs program.
2. Provide a Consultant Lead employee to act as the liaison between the Consultant and the District.
3. Staffing
  - a. Consultant working with district shall ensure staffing sufficient to operate program and perform the requirements in accordance with the District staffing ratios and the terms and conditions of the ASSETs Program grant, relevant Education Code provisions, as applicable at each Site throughout the 2017-2018 school year, including on days designated as “minimum” or “modified” days. Staffing ratios must minimally meet the 1:20 ratio for the Site’s ASSETs targeted Average

Daily Attendance (ADA) of 138 for 180 days; at Palomar Alternative High, the ADA is 28 for 180 days.

If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the Site, and the District to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.

- b. Consultant shall submit to the District a roster of Consultant's staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the District prior to the start of the new school year and every first of the month thereafter.
- c. Consultant shall provide each program staff with a Consultant logo shirt and Consultant name photo identification badge. The Consultant shirt must be pre-approved by the District prior to purchase and is to be worn by program Consultant staff during program hours. Consultant will make best effort to collect logoed shirts from terminated staff.
- d. Consultant shall provide all necessary training and supervision of staff to meet all contractual obligations. Consultant shall provide training to all agency staff in areas including but not limited to health and safety, disaster preparedness, and child abuse reporting. All staff shall be trained in positive behavior management, instructional, academic and enrichment activities aligned with the Common Core State Standards by consultant. Consultant shall submit current training plan which will be attached as Exhibit C to the contract prior to the start of the new school year.
- e. Consultant shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians and school staff, use of personal cell phone and dress code.
- f. Consultant certifies that all Consultant employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum, meet the qualifications for an Instructional Aide (Ed Code 8483.4) prior to employment. Consultant shall provide verification to District of such qualifications prior to assigning the employees to a Site.
- g. Consultant assumes financial responsibility for consultant staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).
- h. The Consultant certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR, Child Abuse Reporting, Classroom Management, Curriculum, etc. prior to placement at the Site.
- i. The Consultant shall ensure that all staff members who work directly with the pupils at the Site will be trained on and comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at the Site. Consultant shall adopt a written child abuse reporting procedure and provide annual training to all its employees

regarding mandated reporting of child abuse and missing children. The Consultant shall provide verification to the District that all employees have received annual training. The Consultant warrants that all staff members will timely abide by such laws.

4. The Consultant shall comply with all requirements set forth by the California Department of Education (CDE) and by the San Diego County Office of Education as fiscal agent, including but not be limited to: program reporting requirements, contract compliance, and allowable expenditures.
5. The Consultant shall comply with the District's Safety procedures, including but not limited to:
  - a. Consultant shall develop and train Consultant's staff and volunteers in emergency and disaster procedures aligned with the Site emergency disaster plan shall be provided by District to Consultant upon execution of this MOU, including an evacuation and reunification plan for use during program hours.
  - b. Consultant shall ensure that the disaster preparedness kit provided by the District is maintained and stored in a locked cabinet. Consultant shall train staff and conduct the following emergency procedure drills per semester at each schools during program hours: fire, disaster, and lock down. Consultant shall complete the emergency preparedness drill log.
  - c. Consultant shall report any injury or incident (i.e. an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) to the parent/guardian, school administrator, After School Coordinator, the District, and the Consultant administrative office within 24 hours of the incident, utilizing the District's incident report form or the injury report form.
    1. In addition to the injury report form, all head injuries must be reported to the parent/guardian on the District's head injury report form.
    2. Any severe incident/injury must be reported to the parent/guardian, school administrator, Afterschool Coordinator, if available, and District immediately.
  - d. Consultant shall report all minor accidents or injuries on the District designated form with one copy provided to the parent/guardian and one copy placed in the student's file on campus.
6. The Consultant shall provide support to the ASSETs Program and be responsible for providing a variety of program activities under the collaboration of the ASSETs Coordinator and under the direction of the Site Administrator, including but not limited to, sports, arts, academic enrichment, mentoring, general supervision and activities from the District's approved list of activities.
7. The Consultant employees will work collaboratively with the Site in order to maximize program resources. This collaboration includes attending and supporting special events, program development, professional development and meetings.

8. Consultant to provide training and professional development to employees assigned to the Site and District program staff, as stated in the professional development plan, afterhours or on weekends.
9. The Consultant acknowledges the District's right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the District's completion of program audits.
10. The Consultant acknowledges the District's right to examine and audit all of Consultant books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.
11. Consultant will make available to District all budgetary information including operating budgets submitted for the relevant contract period being audited. Consultant will make such evidence and documents available at the District office at all reasonable times and without charge within 5 days of a written request from District. Consultant will, at no cost to District, provide assistance for such examination or audit.
12. Consultant agrees to meet with each participating site to determine their budget (based on NOT TO EXCEED amount in Exhibit A, modified by site program staffing and costs), and will prepare and submit a detailed budget on District provide budget forms to Director of State and Federal Programs (which upon agreement will be attached to this Agreement as Exhibit B-1). The Budget Forms are due: Base budget (Exhibit B-1) due July 1, 2017.
13. Consultant will submit to Director of State and Federal Programs a completed Professional Development form for all staff including District staff. The Professional Development Form is attached hereto as Exhibit C.
14. Consultant shall exercise care when utilizing District facilities or equipment. Any District classroom or school equipment, which is established to have been damaged by the negligence of Consultant's staff, will be replaced or repaired at the expense of the Consultant. Consultant agrees to provide replacement for missing or damaged classroom materials and school equipment attributable to the negligence of Consultant's employees in classrooms and other areas utilized by Consultant. Consultant shall ensure facility space used by the program shall be clean and organized by program staff at each location.
15. Consultant shall assist the Site Coordinator on the content and calendar for a monthly parent newsletter and calendar of activities and events for each assigned school and submit a copy to the District no later than the first day of each month.
16. Consultant shall conduct a minimum of two (2) family events annually at each school, which may be conducted during program hours. Such events may include student performances, or other celebratory themes. The goal of such events should be to build communication with parents/guardians and create stronger family involvement within the program. Consultant's program staff shall work collaboratively with school staff to coordinate the events. Consultant shall submit a copy of the flyer detailing the event, prior to the event for distribution by Site staff.

B. DISTRICT will:

1. Provide access to on-site indoor and outdoor facilities, with dedicated phone lines, for the Site ASSETs Program appropriate to the number of participants and activity.
2. Promote and foster a positive environment for the development of a successful Site ASSETs Program.
3. Coordinate collaborative meetings with Consultant staff to discuss programs goals and effectiveness
4. Maintain system for tracking ADA and provide a report on the progress of the ASSETs Program, indicating the current ADA and create a plan for improvement if needed.
  - a. If the program does not meet 95% of the ADA target for any month, beginning November 1, 2017, a meeting will be scheduled between the Consultant, the site, and the district to discuss strategic plans to improve attendance and identify opportunities for the program to improve services.
5. Provide a Site ASSETs Program Coordinator for a portion of the ASSETs program hours.
6. The Site ASSETs Coordinator will communicate regularly with Consultant Director regarding hiring, supervision, and training of program staff.
7. Provide all supplies needed at each ASSET's Site, based on mutually needs agreed that supports the program plan. Supplies should be requested in a timely manner and will be provided according to the district purchasing time lines.
8. Provide the Site lead outreach opportunities for the purpose of recruitment and retention of students, i.e. lunch time, classroom presentations, mailings and robocalls.

#### 4. COSTS AND FEES:

- a. The District agrees to reimburse the Consultant fees not to exceed the amounts listed in Exhibit A, as modified by the budgets agreed to in Exhibit B. This amount includes all staffing costs for direct services and allowable administrative costs (as defined in the CDE Circular "Direct Services and Administrative Costs Guidance" at <http://www.cde.ca.gov/ls/ba/cp/admincostguidance.asp>, and set forth below) to operate the ASSETs Program. No indirect costs shall be charged to the District with the exception of the indirect admin costs outlined below. The District is not responsible for any amounts above and beyond this reimbursement for any costs the Consultant expends in performing services required under this MOU. Any expenditures in excess of contract shall be deemed in kind contributions, such as staffing costs associated with Section 3(a)(3)(g).
  - i. Direct administrative costs may not exceed 8% of the amount of money which actually is reimbursed under the Agreement. Direct administrative costs are for direct support of the ASSETs Program. (Examples: program staff salaries, management, planning and monitoring activities; staff salaries for processing of applications and participation forms; program insurance; rent and maintenance of program office space; rental or purchase of program specific office equipment or supplies.

- ii. Indirect administrative costs may not exceed 1% of the amount of money which actually is reimbursed under the Agreement. Indirect administrative costs include items critical to operating the organization that provide the program services such as personnel, payroll, accounting, and procurement services.
- b. The Consultant will submit invoices and related documents to the District for payment each calendar month when ASSETs or related services were provided. Invoice and related documents will be submitted in the manner prescribed by the District. Invoices will be submitted on a form which has been approved by the District no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered.
- c. If the District determines that cause exists to withhold payment to Consultant, District shall, within ten (10) days of this determination, provide to Consultant written notice that District is withholding payment. The notice will specify the reasons of withholding payment and the amount to be withheld. If the Consultant is given written notice of payment withheld, the Consultant will correct discrepancies and submit the revised invoice no later than 30 days. District will pay revised invoices no later than thirty (30) days of resolving the dispute. If the basis for withholding is not reconciled within the approved time period, payment will be denied for that portion of the payment which is not reconciled.
- d. Full payment of non-withheld amounts shall be made within forty-five (45) days of the date of the submission of Consultant's invoices. Invoices paid for less than full amounts shall include District written notification to Consultant documenting withheld amounts, as specified in section 4(c).
- e. Final invoices must be received by the District no later than July 6, 2018. All services must be completed by June 30, 2018.
- f. The District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas, related services and contractual, legal, and procedural compliance.
- g. The District has the right to examine and audit all of the Consultant's books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this MOU.
- h. The District shall waive the facility usage fee for all ASSETs funded activities conducted by the Consultant.

## 5. TERM OF MOU

This MOU is effective July 1, 2017 and terminates on June 30, 2018.

## 6. TERMINATION OF MOU

- a. The District reserves the right to relocate or discontinue the ASSETs Program at its sole discretion, for reasons including, but not limited to, regular low attendance, poor program quality, or at the request of the school principal. In such cases, a 30-day written notice will be provided to Consultant.
- b. The District or the Consultant may terminate this MOU by giving written notice, with or without cause, to the other party thirty (30) days prior to the effective date of

termination. The Consultant will continue to provide services during the termination window at the request of the District. District shall compensate the Consultant for services provided through the date of written notification of termination. The District shall compensate the Consultant for services provided between the date of written notice of termination and the expiration of the 30-day notice window if the District requests the Consultant continue providing services.

- c. District may terminate this MOU at any time, upon written notice, if Consultant materially fails to meet or fulfill its obligations hereunder.

#### 7. 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.

#### 8. 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 MOU; performance and/or non-performance of its duties and responsibilities with respect to this MOU; and any other negligent or willful act or omission of its directors, officers, agents, sub-consultant or employees.

#### 9. LIABILITY INSURANCE

- a. For the term of this MOU, Consultant shall include DISTRICT in its program of liability insurance. A Certificate of Insurance shall be issued as evidence of such a program of insurance by Consultant to DISTRICT with minimum limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. Consultant shall furnish DISTRICT with, and shall maintain on file with DISTRICT during the term of the MOU valid and up-to-date, original certificates of insurance and endorsements effecting coverage on forms satisfactory to DISTRICT.
- b. DISTRICT shall carry general liability insurance and or self-insurance covering DISTRICT employees during the term of the MOU with Consultant, 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 Consultant prior to the commencement of the MOU.

#### 10. 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 resolved against the drafting party shall not apply in the interpretations of the MOU, or any portions hereto, or any amendments hereto.

#### 11. 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.

#### 12. 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.

#### 13. 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. This provision specifically includes compliance with Title IX obligations, under 20 U.S. Code § 1681, in coordination of competitive sporting programs offered under the after school program, including but not limited to using best efforts to recruit staff of equitable skill levels for male and female coaching opportunities, providing proportionate participation opportunities for male and female students, providing equitable playing times and facilities usage, and cooperating with the District to track all of the aforementioned monitoring mechanisms.

#### 14. FINAL APPROVAL

This MOU is of no force or effect until approved by the signature and ratification by the Sweetwater Union High District Board of Trustees and Consultant. The Board of Trustees approved enter into this MOU by action on June 12, 2017. The District is authorized to pay amounts incurred during the term of this Agreement.

#### 15. 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.

#### 16. 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.

17. 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.

18. 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.

19. COUNTERPARTS:

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. EXHIBITS:

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

26. TRANSPORTATION:

If applicable, the Consultant shall follow District Administrative Procedures around transportation for students. If no District transportation is available, Consultant may use their transportation department to transport District pupils to various ASSETs related activities. The Consultant must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. Consultant is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

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 Consultant, to:

**YMCA of San Diego County**  
Steve Hensel – [shensel@ymca.org](mailto:shensel@ymca.org)  
Maria Masis – [mmasis@ymca.org](mailto:mmasis@ymca.org)  
3708 Ruffin Road  
San Diego, CA 92123  
(858) 292-9622

If to SUHSD, to:

**Assistant Superintendent of Teaching and Learning**  
Ana Maria Alvarez  
Sweetwater Union High School District  
1130 Fifth Avenue  
Chula Vista, CA 91911  
Telephone: (619) 691-5546  
Site Administrators - see Exhibit A

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 **7 June 2017**, in California.

Company:

YMCA of San Diego County  
a California corporation

By: \_\_\_\_\_

its : \_\_\_\_\_ [TITLE]

SUHSD:

Sweetwater Union High School District on  
behalf of the Sites listed in Exhibit A

By: \_\_\_\_\_

its : CHIEF FINANCIAL OFFICER

Approved as to Form and Legality

\_\_\_\_\_  
[Consultant Counsel]

\_\_\_\_\_  
Jennifer Carbuccia, General Counsel

## **Exhibit "A"**

This is Exhibit A to the Memorandum of MOU by and between YMCA of San Diego County hereafter, referred to as “Consultant” and SWEETWATER UNION HIGH SCHOOL DISTRICT, hereafter, referred to as “District”. Consultant and District will collaborate on the After School Safety and Enrichment for Teens (ASSETs) Program at and on behalf of various school sites listed below. The parties to this MOU desire to provide collaboration and integrated service delivery for students and families in the Sweetwater Union High School District.

Services will include 180 After-School service days (a minimum of 15 hours a week).

The District schools participating in this program are:

<b>YMCA of San Diego County</b>			
<b>Site</b>	<b>AS BASE NUMBER OF RECORDS (ADA)</b>		<b>Total Contract Not to Exceed</b>
Hilltop High School	25,000		\$107,000+
Palomar High School	4,284		\$31,000+
		<b>Total:</b>	<b>\$138,000+</b>

+Total contract and individual line item amounts are designated as a Not to Exceed amount.

Exhibit B1 will detail the actual budgets (which will modify the Not to Exceed amount listed above) following meeting and agreement between Consultant and each Site, scheduled to occur on or before July 1, 2017.

**AS BASE - After School Base**

**ADA – Average Daily Attendance**

**NUMBER OF RECORDS – One student signature per day = 1 record**



**June 12, 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 ninety-seven percent for those annual contracts

above \$5,000. Three 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**  
June 12, 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)														
NvLS Professional Services	Info. Tech.	Janney		x					\$30,000	\$30,000	Annual	2	07/01/17	06/30/18
FACILITIES AND OPERATIONS (AGUIRRE)														
None														
DIVISION OF FISCAL SERVICES (MICHEL)														
Ovenshire, Julie & Weir, Rod	Michel		x						\$194,964	\$194,964	Annual	3	07/01/17	06/30/18
EQUITY, CULTURE & SUPPORT SERVICES (FULCHER)														
Emdin, Chris	Fulcher						x		\$22,000	\$22,000	Annual	4	07/01/17	06/30/18
Tariq Khamisa Foundation (TFK)	Fulcher						x		\$25,000	\$26,550	Annual	5	07/01/17	06/30/18
TEACHING & LEARNING (ALVAREZ)														
Independent Educational Evaluators	Spec Ed Srv	Alvarez				x			\$40,000	\$40,000	Annual	6	07/01/17	06/30/18
Linzey, David L, (dba School Educational Svcs)	State & Fed	Alvarez			x				\$10,000	\$10,000	One Time	7	06/13/17	06/30/17
Robinson, Leslie Susan	Spec Ed Srv	Alvarez				x			\$45,000	\$45,000	Annual	8	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	\$224,964	\$233,507
Total Grant Expenditures	\$10,000	\$223,514
Total Special Education Expenditures	\$85,000	\$87,800
Total Other Funds Expenditures	\$47,000	\$186,000
<b>TOTAL EXPENDITURES</b>	<b>\$366,964</b>	<b>\$880,871</b>

Annual Contracts = 97% of Total Expenditures  
One Time Contracts 3% of Total Expenditures

\*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:** Information Technology      **Originator:** Mr. Delacalzada

**Name of Consultant:** NvLS Professional Services

**Category** (For Cabinet Secretary Use Only): Superintendent

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

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Provide E-Rate consulting services to ensure compliance with E-Rate rules, regulations and deadlines. Services include: Preparing, filing, tracking and reviewing category one and two applications and Program Integrity Assurance (PIA) responses; review and evaluate all federal E-Rate filings and billings to ensure that the District meets established timelines and regulations for reimbursement; provide guidance towards getting new E-Rate discounts and capitalizing on what is available to the District.

**Fee Breakdown:**

CATEGORY ONE Applications with all the services referenced above \$20,000.

CATEGORY TWO Applications with all the services referenced above \$5,000.

Anything outside of Category 1 and 2 such as extensive reviews, audits and projects outside of the planning meeting will be billed at \$150 per hour not to exceed \$5,000.

Please contact David D. Delacalzada at 619-585-7961 or david.delacalzada@sweetwaterschools.org for questions regarding this board item.

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

District staff does not have the necessary depth of knowledge to perform these services due to the complexity & constant changes of the rules & regulations of the Federal E-Rate program. NvLS Professional Services has satisfactorily provided their 30+ years of expertise to the district since 2007. The fee paid to this consultant is 1.2% of the \$2.5M (2016) funding commitments.

**Cabinet Member Responsible:** Dr. Karen Janney, Superintendent

**Funding Source (e.g. Title I):** General Fund-Telecom Budget

**Resource Code:** 0000

**Total Amount:** \$30,000      **Annual** ☒ **One Time** ☐ (☒ one only)



**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Fiscal Services **Originator:** Karen Michel

**Name of Consultant:** Ovenshire, Julie / Weir, Rod

**Category** (For Cabinet Secretary Use Only): Div. Of Fiscal Services

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

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Staff has been able to effectively use the resources in the budget set aside for software maintenance and support of TrueCourse and repurpose those dollars for consultants to continue to provide the following on-going support:

1. General Support: Provide system-wide support for the TrueCourse system spanning all suites and functionality, new year and year end processes.
2. The following areas require ongoing development and support: Web Reporting, Archiving Fiscal Data, Application Updates to Archive Databases, Document Routing, and File Manipulation.
3. New Development in TrueCourse: Accounts Receivable Module, Online PARS, Update User Interface Navigation in TrueCourse, PeopleSoft Integration, Accounts Payable Invoices, Develop Encumbrance Adjustment Form, Fixed Assets, Online Contracts Module, Maintenance Inventory Warehouse, Capital Projects Module with Multi-year Accounting, and System Security-Maintenance of Current Users.

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

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

These individuals provide unique services in both enhancing the system as well as maintaining the database in Oracle. This expertise does not exist within the information technology department. These individuals are providing on-going maintenance in lieu of a vendor maintenance agreement, which would be the typical industry practice.

**Cabinet Member Responsible:** Karen Michel, Fiscal Services

**Funding Source (e.g. Title I):** General Fund - Funds budgeted within the appropriate budget year. Resource Code: 0000

**Total Amount:** \$194,964 **Annual** √ **One Time**      **(√one only)**

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Equity and Culture **Originator:** Joe Fulcher

**Name of Consultant:** Chris Emdin, Ph.D.

**Category** (For Cabinet Secretary Use Only): Equity, Culture/Supt. Svcs.

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

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

The equity, culture, and support services office will be offering an "Equity Series" for the 2017-2018 school year that will focus on "Leading and Working Toward Equity." Dr. Chris Emdin, an Associate Professor of Science Education at Columbia University, will offer his expertise in urban schooling, curriculum change, urban teacher development, STEAM, Race/Class/Diversity in education, and cultural/ethnic studies during his scheduled time in the district. He will work with administrators to design and support an environment that supports "Reality Pedagogy" which is defined as a teaching method that "focuses on the cultural understandings of students within a particular social space." This work will provide our school and district leaders with the tools to create environments, and support staff as they increase their capacity to connect with students while continuing to increase their understanding of cultural norms. Participants will be engaged in learning sessions emphasizing self- and collective reflections that will be both challenging and inspirational as they work to transform the culture and climate of school campuses. The creation of classroom and school campuses where students are engaged on a daily basis will be a critical focus.

For questions regarding this board item, please contact Dr. Joe Fulcher at 619.691.5533 or joe.fulcher@sweetwaterschools.org

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

As the district continues to promote equitable practices for all students, district staff must receive training in ways to create support, which results in positive learning environments. Subsequently, it is imperative that district staff have opportunities for professional learning around lesson designs and creating classroom climate that promote academic excellence.

**Cabinet Member Responsible:** Dr. Fulcher, Equity/Cult./Supt. Svcs.

**Funding Source (e.g. Title I):** Equity LCAP Budget

**Resource Center:** 0900

**Total Amount:** \$22,000 **Annual** ☒ **One Time** ☐ **(√ one only)**

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Equity and Culture **Originator:** Mariana Gomez

**Name of Consultant:** Tariq Khamisa Foundation (TKF)

**Category** (For Cabinet Secretary Use Only): Equity, Culture/Supt. Svcs.

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

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

The purpose of this agreement is to continue the partnership with the Tariq Khamisa Foundation (TKF), a San Diego based organization focusing on transforming youth through education and restorative practices programs. TKF has provided restorative practices curriculum and assemblies to some of the district schools. The partnership is expanding and TKF will support four school sites by offering a 10-week restorative practices curriculum that helps students be proactive by learning skills that support problem solving, repairing harm, and other restorative principles. TKF will also facilitate Peacemaker assemblies for selected high schools and middle schools. The interactive assemblies provide schoolwide messages and strategies focused on understanding the impacts of violence, forgiveness and peacemaking.

For questions regarding this board item, please contact Dr. Joe Fulcher at 619.691.5533 or joe.fulcher@sweetwaterschools.org.

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

The curriculum will be offered to district restorative pilot schools. It will provide students and teachers valuable skills that promote a healthy learning environment through restorative practices, and strategies for reducing harm and learning from mistakes. Additionally, the violence prevention assemblies will be offered to all schools. Both will support LCAP Goal 2.

**Cabinet Member Responsible:** Dr. Fulcher, Equity/Cult./Supt. Svcs.

**Funding Source (e.g. Title I):** Equity LCAP Budget

**Resource Code:** 0000

**Total Amount:** \$25,000 **Annual** ☒ **One Time** ☐ (☒ one only)

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Special Services **Originator:** Ronald Lopez

**Name of Consultant:** Independent Educational Evaluators

**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):**

To resolve a disagreement between the school district and a parent regarding special education assessment results, the Individuals with Disabilities Act (IDEA) requires that school districts have a list of independent, non-district, evaluators as an available option. This evaluation (IEE) is called an Independent Educational Evaluation. IEE's are an infrequent occurrence but are timely in nature so it is beneficial to have consultants pre-approved for service. A typical IEE costs between \$750 to \$3,500 per student. The San Diego County SELPAs have developed an IEE policy that addresses procedures for requesting an IEE and places cost and location limitations for the various types of evaluations that may be commissioned. Individual consultant agreement/s will be initiated as the service is required. There will be a maximum cost of \$5,000 for any one IEE. The consultants listed below have been determined by the district and the South County SELPA to be qualified to conduct an IEE: Dr. Charles Hogan, Dr. Marcia Sachs, Dr. Jill Weckerly, Dr. Monet Templeton (bil. Spanish), Dr. Pedro Olvera, and Dr. Carren Stika (bil. ASL).

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

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

Current district employees cannot be considered Independent Educational Evaluators. At least one evaluator, who is not employed by the school district, is required to fulfill IDEA mandates.

**Cabinet Member Responsible:** Ana Maria Alvarez, Teaching/Learning

**Funding Source (e.g. Title I):** Special Education Funds,

**Resource Code:** 6500

**Total Amount:** \$40,000 **Annual** ☒ **One Time** ☐ (☒ one only)

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

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

**Name of Consultant:** David L. Linzey dba School Educational Srvs

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

**Starting Date of Services:** 6/13/17      **Ending Date:** 6/30/17

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Consultant David L. Linzey, dba School Educational Services, Inc., will provide a professional development Summer Curriculum Institute program to teachers of Mater Dei Catholic High School. The curriculum institute is designed for intense foundational training for teachers and leaders in understanding the "why change" is necessary to move from Quadrant A instruction to Quadrant D instruction of the Rigor and Relevance Framework (Dr. Bill Daggett). Focus will be upon gaining buy-in from teachers in the importance of preparing all students with the skills of the 21st century careers that are essential for students to become successful in both college and careers. The staff will be taught how to utilize standards-based instructional lessons that have "learning targets" for daily lessons. Teachers will learn to develop lessons based upon engaging critical thinking skills with application to students' real-world experiences. A two-day institute will be held June 19 & 20, 2017. Under the ESSA guidance (Every Student Succeeds Act) for Private Schools, this is an appropriate expenditure of Title I.

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

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

The two-day summer institute will provide teachers with professional development on improving lesson plans in critical areas such as writing, academic vocabulary, and using high leverage, research-based strategies (Marzanno & Hattie). Teachers will learn to create lessons that help to close the achievement gap and better engage students.

**Cabinet Member Responsible:** Ana Maria Alvarez, Teaching/Learning

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

**Resource Code:** 3010

**Total Amount:** \$10,000      **Annual** ☐      **One Time** ☒      **(√ one only)**

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Special Services **Originator:** Ronald A. Lopez

**Name of Consultant:** Leslie Susan Robinson

**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 Leslie Susan Robinson is a retired speech and language pathologist. Ms. Robinson is available to provide speech and language services to special education students as needed for extended Leaves of Absence vacancies during the 2017-2018 school year. Her hourly rate, \$50.00, is significantly less than non-public agencies. Total expenditures to Ms. Robinson not to exceed \$45,000 for the 2017-2018 school year.

The hiring of this consultant falls under the auspices of Resolution No. 2054, which states the department of special services may 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.

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

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

Consultant Leslie Susan Robinson will provide speech services to special education students as needed for extended leaves of absence/vacancies, so that related services are available to students with disabilities per state and federal mandates.

**Cabinet Member Responsible:** Ana Maria Alvarez, Teaching/Learning

**Funding Source (e.g. Title I):** Special Education Funds,

**Resource Code:** 6500

**Total Amount:** \$45,000 **Annual** ☒ **One Time** ☐ **(☒ one only)**



May 16, 2017

To Whom It May Concern  
Re: E-rate Letter of Agency

Sweetwater Union High School District authorizes Nancy von Langen-Scott of NvLS Professional Services, LLC and her staff to submit FCC forms 470, 471, 472, 486, 500 and all other E-rate eligible forms and communication for the school/district for the time period of July 1, 2017 - June 30, 2018. NvLS Professional Services, LLC and her staff should have access to all telecommunications records for this current and past E-rate funding years.

Sincerely,

Karen Michel  
Chief Financial Officer  
(619) 691-5550

#### 470 Certifications:

I certify that my organization includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts.

I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies).

I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

#### 471 Certifications:

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider.

I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in



consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513.

Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request.

I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

To the best of my knowledge, these certifications are true.

Printed Name: KAREN MICHEL, CFO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*Requisition No. \_\_\_\_\_ \*Site Contact \_\_\_\_\_ \*Telephone No. \_\_\_\_\_

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

<b>DISTRICT OFFICE USE ONLY</b>	Certificated _____
	Classified _____
	N/A _____

**THIS AGREEMENT** is made and entered into this 01 day of \* July, 20 17/ 20 18, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \*Ovenshire, Julie

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)**

See Backup Justification for details.

(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 \*Ninety-six Thousand & Two Hundred Forty dollars, Amount for Travel, Lodging and/or Meals (\$\* ) (Itemized Billing Required) **Total Contract Amt.** (\$\*96,240.00 )

**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?  
X Yes \_\_\_\_\_ No

If yes, which district? San Diego Unified

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

\_\_\_\_\_  
Ovenshire, Julie

\_\_\_\_\_  
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 06/30/2018. 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.

**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	0000	X	0000	7300	2995	000	561	

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

SWEETWATER UNION HIGH SCHOOL DISTRICT	
_____ Karen Michel, CFO	_____ Site Principal or Cabinet Member Signature
Date _____ 20____ Pursuant to Resolution No. 2496, for contracts.	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 \_\_\_\_\_ \*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 1 day of July, 2017/2018, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Weir, Rod

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)

See Backup Justification for details.

(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 \*Ninety-eight Thousand & Seven Hundred Twenty-four dollars, Amount for Travel, Lodging and/or Meals (\$\*\_\_\_\_\_) (Itemized Billing Required) **Total Contract Amt.** (\$\*98,724.00)

**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**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Weir, Rod

\_\_\_\_\_  
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 \* 6/30/18 . 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.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	0000	X	0000	7300	5810	000	561	

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

<b>SWEETWATER UNION HIGH SCHOOL DISTRICT</b>  _____ 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 Dr. Joe Fulcher

\*Telephone No. 691-5533

**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 1 day of July, 2017/2018 by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \* Chris Emdin

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)**

(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 Twenty two thousand dollars. Amount for Travel, Lodging and/or Meals: (\$          ) (Itemized Billing Required) **Total Contract Amt.** (\$22,000.00)

**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**

Company

Chris Emdin

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 \* 01/30/18. 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.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #

**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>
---	--

\*Requisition No. \_\_\_\_\_ \*Site Contact Dr. Joe Fulcher \*Telephone No. 691-5530

**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 \* 30 day of \* May, 2017 2018 by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \* Tariq Khamisa Foundation (TKF)

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)

(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 twenty five thousand dollars. Amount for Travel, Lodging and/or Meals (\$                    ) (Itemized Billing Required) **Total Contract Amt.** (\$25,000)

**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**

Tariq Khamisa Foundation  
Company

(TKF)  
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 \* 5/30/18. 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.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

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

\*Requisition No. \_\_\_\_\_ \*Site Contact RON LOPEZ \*Telephone No. 796-7500

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

<b>DISTRICT OFFICE USE ONLY</b>	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 \* \_\_\_\_\_  
PRE-APPROVED INDEPENDENT EDUCATIONAL EVALUATORS

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)**

**TESTING AND REPORTING**

(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 \*FORTY THOUSAND dollars, Amount for Travel, Lodging and/or Meals (\$\*0.00) (Itemized Billing Required) **Total Contract Amt.** (\$\*40,000.00)

**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**

INDEPENDENT EDUCATIONAL EVALUATORS

Company \_\_\_\_\_

HOGAN,SACHS,WECKERLY,TEMPLETON,OLVERA,STIKA

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 \*6/30/18. 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.

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	6500	X	5001	2110	5810	000	391	7354

**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>
---	---

\*Requisition No. 17017716

\*Site Contact SFP - Priscilla Rodriguez

\*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 13th day of \* June, 20 16 20 17, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \*

\*\*\*David L. Linzey dba School Educational Services, Inc.\*\*\*

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)

Two-day Summer Curriculum Institute June 19 & 20, 2017 for teachers of Mater Dei Catholic 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 \* Ten Thousand and 00/100 dollars. Amount for Travel, Lodging and/or Meals (\$\*0.00) (Itemized Billing Required) Total Contract Amt. (\$\* \$10,000)

**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**

\_\_\_\_\_  
David L. Linzey dba School Educational Services, Inc.

\_\_\_\_\_  
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 \*06/30/17. 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.

note: 01-3010-X-1110-1000-5810-915-419---P#112500

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL CODE	COST CENTER	PSEUDO #
01	3010	0	1110	1000	5810	915	419	130312

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

<b>SWEETWATER UNION HIGH SCHOOL DISTRICT</b>  _____ 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. _____
--	--

**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, 2017/ 2018, by and between the SWEETWATER UNION HIGH SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and \* Leslie Susan Robinson

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)** Speech Services  
 for Special Ed Students.

(b) CONSULTANT shall keep DISTRICT'S 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 \* Forty-Five Thousand & No/100 dollars, Amount for Travel, Lodging and/or Meals (\$\* \_\_\_\_\_) (Itemized Billing Required) **Total Contract Amt. (\$\* 45,000.00 )**

**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?  
 x \_\_\_\_\_ 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**

Leslie Susan Robinson

\_\_\_\_\_  
 Company/ CONSULTANT's Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Social Security No.

\_\_\_\_\_  
 Federal Identification No.

\_\_\_\_\_  
 Marital Status: M \_\_\_\_\_ S \_\_\_\_\_

\_\_\_\_\_  
 Birthdate

11873 Baycane Way

\_\_\_\_\_  
 Address

City San Diego State CA Zip 92128

Telephone : Hm ( 858 ) 679 - 9140 Wk (619 ) 971 - 3336

**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. Employee Benefits, Hold Harmless and Indemnification.** CONSULTANT shall be responsible for all salaries, payments and benefits for all of its officers, agencies, 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. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents 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 bona fide employee participating under this Agreement, 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 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	6500	X	5001	2490	1995	000	391	125776

**DISTRICT OFFICE USE ONLY**

**(COMPLETE BUDGET NUMBER IS REQUIRED)**

<b>SWEETWATER UNION HIGH SCHOOL DISTRICT</b>  _____ 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 _____
--	---



**June 12, 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 June 2017	Backup Material



**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Donations for Approval/Ratification**  
**Presented to the Board of Trustees on June 12, 2017**

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
<b>Ratification (\$1,000 and Under)</b>			
Bonita Vista High School	Eric Neuner	Funds will be used to support Bonita Vista High School Speech and Debate.	\$240.00
Bonita Vista High School	Ezra Aguimatang	Funds will be used to support Bonita Vista High School Swim Team.	\$35.00
Bonita Vista High School	Kyle Kramer	Funds will be used to support Bonita Vista High School Swim Team.	\$35.00
Bonita Vista High School	Megan Slovatzky	Funds will be used to support Bonita Vista High School Swim Team.	\$50.00
Bonita Vista High School	Cameron Lounney	Funds will be used to support Bonita Vista High School Swim Team.	\$35.00
Bonita Vista High School	Gio Ikeda	Funds will be used to support Bonita Vista High School Swim Team.	\$50.00
Bonita Vista High School	Brent D'Agostino	Funds will be used to support Bonita Vista High School Swim Team.	\$35.00
Bonita Vista High School	Kohl's	Funds will be used to support Bonita Vista High School Speech and Debate.	\$1,000.00
Bonita Vista High School	Wings-N-Things	Funds will be used to support Bonita Vista High School Speech and Debate.	\$295.14
Bonita Vista High School	Jazmyn Austin	Funds will be used to support Bonita Vista High School Swim Team.	\$100.00
Castle Park High School	Josh Irvine	Funds will be used to support Castle Park High School Girls' Lacrosse.	\$500.00
Eastlake High School	Chad & Jill Webster	Funds will be used to support Eastlake High School Lacrosse team.	\$500.00
Eastlake High School	Sunrun, Inc.	Easter Egg Hunt for special needs children, with titan buddies at Eastlake High School.	\$500.00
Montgomery High School	Maria G. Arevalo-Castro	Funds will be used for Montgomery High School Biliteracy Seal Scholarship.	\$200.00
Rancho Del Rey Middle School	Timothy Cullen	Funds will be used to support Rancho Del Rey Middle School Robotics Club.	\$1,000.00

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Donations for Approval/Ratification**  
**Presented to the Board of Trustees on June 12, 2017**

<b>School Site/Department</b>	<b>Donated By</b>	<b>Purpose of Donation</b>	<b>Amount/Value of Donation</b>
<b>Ratification (\$1,000 and Under)</b>			
Olympian High School	Westar Escrow	Funds will be used to support Olympian High School Softball Team.	\$300.00
Olympian High School	Alfredo Covarrubias	Funds will be used to support Olympian High School Softball Team.	\$75.00
Otay Ranch High School	Angel Leano	Funds will be used to support Otay Ranch High School Japan Club.	\$78.00
San Ysidro High School	Claire Saetia	Funds will be used to support San Ysidro High School Boys' and Girls' Golf program.	\$80.00
SanYsidro High School	Irene R. Pulido, MA	Funds will be used to support San Ysidro High School Ballet Folklorico Club.	\$150.00
San Ysidro High School	St Mar 2.0 Incorporated	Funds will be used to support San Ysidro High School Robotics Club.	\$200.00
Sweetwater High School	Vincent & Sandra Reynolds	Funds will be used to support Sweetwater High School Special Abilities Cluster (SAC) students in Nancy Jones' class.	\$100.00
Sweetwater High School	Donald B. Howard	Funds will be used to support Sweetwater High School Golf program.	\$300.00
Sweetwater High School	Nancy Jones	Funds will be used to support Sweetwater High School Special Abilities Cluster (SAC) students.	\$300.00
Sweetwater High School	Southwestern Community College	Funds will be used to support Sweetwater High School Cadet Club.	\$300.00
Sweetwater High School	Nancy Jones	Funds will be used to support Sweetwater High School Special Abilities Cluster (SAC) students for end of the year activities.	\$250.00
Sweetwater High School	Sweetwater Chapter Military Officers Assn. of America	Funds will be used to support Sweetwater High School Cadet Club.	\$200.00
Sweetwater High School	Marine Corps League	Funds will be used to support Sweetwater High School Cadet Club.	\$100.00
Sweetwater High School	Go Fund Me	Funds will be used to support Sweetwater High School Travel Club.	\$163.69

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Donations for Approval/Ratification**  
**Presented to the Board of Trustees on June 12, 2017**

School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
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**Ratification (\$1,000 and Under)**

Sweetwater High School	Diana's Registration Services	Funds will be used to support Sweetwater High School Japan field trip.	\$500.00
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School Site/Department	Donated By	Purpose of Donation	Amount/Value of Donation
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**Approval (Over \$1,000)**

Bonita Vista High School	Cindy McPhillips	Vehicle will provide hands-on maintenance and repair opportunities for students.	\$1,312.00
Bonita Vista High School	Cuyumaca College Automotive	Vehicle will provide hands-on maintenance and repair opportunities for students.	\$4,152.00
Mar Vista High School	George Barker	Piano for Mar Vista High School Music Department.	\$2,500.00

**Total            \$15,635.83**



**June 12, 2017**

**Board Item - K.-3.**

**Issue:**

Professional conference and workshop expenses.

**Superintendent's Recommendation:**

Approve professional conference and workshop expenses of district employees.

**Analysis:**

The board of trustees has authority, under Education Code Sections 35044, 35172, and 44032, to reimburse employees for necessary travel expenses.

Board Policy 3350, Travel Expenses, and Administrative Regulation 3351, Reimbursement for Travel and Other Expenses Incurred for Conferences, Meetings, Classroom/School Visitations, and Other Professional Growth Activities, provides greater flexibility to the traveler while not violating the district's existing internal controls.

Under the auspices of that policy, fiscal services will provide a monthly report to the board listing those conference and workshop expenses over \$2,500 requiring prior approval of the board of trustees. However, all board and superintendent's travel and conferences will be taken before the board for approval.

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

**Fiscal Impact:**

Expenditure of \$5,705.39, from Categorical Fund, \$2,547.74, from the General Fund, and \$700.25, from Special Education Fund.

**ATTACHMENTS:**

Description	Type
☐ Conferences Report June 2017	Backup Material

**CONFERENCES/WORKSHOPS REPORT**  
June 12, 2017

							FUNDING SOURCE	RESOURCE
LAST NAME	FIRST NAME	START DATE	END DATE	LOCATION	EVENT	Cabinet Member	ESTIMATED COST	CODE
APPROVAL								
Morris	Kimberly	06/19/17	06/23/17	Davis, California	Integrated Math with Robotics	Alvarez	\$2,547.74	General Fund/0000

## RATIFICATION

Nieto	Nancy	04/23/17	04/27/17	Arlington, Virginia	National Summit for Educational Equity	Alvarez	\$3,036.06	Categorical Fund/0900
Saucedo	Carlos	04/23/17	04/26/17	National Harbor, Maryland	LRP's National Institute on Legal Issues of Educating Individuals With Disabilities	Alvarez	\$242.76	Special Education Fund/6500
Sturm-Gonzalez	Michelle	04/23/17	04/26/17	National Harbor, Maryland	LRP's National Institute on Legal Issues of Educating Individuals With Disabilities	Alvarez	\$457.49	Special Education Fund/6500
Ulloa-Higuera	Jesus	04/23/17	04/27/17	Arlington, Virginia	National Summit for Educational Equity	Alvarez	\$2,669.33	Categorical Fund/0900

Categorical Fund	\$5,705.39
General Fund	\$2,547.74
Cafeteria Fund	\$0.00
Grant Funding	\$0.00
Special Education Fund	\$700.25
Adult Education Fund	\$0.00
<b>GRAND TOTAL</b>	<b>\$8,953.38</b>

This travel was previously approved, however, when reconciled, the total amount went over the approved amount, so additional approval is required.

Replacing employee only. Estimated travel cost was approved by the Board of Trustess on . Therefore, totals don't reflect grand total.

Student Board Representative

This meeting is listed as part of the Superintendent's report to the board of trustees.

When reconciled, this item totaled over the \$2,500 limit.



**June 12, 2017**

**Board Item - K.-4.**

**Issue:**

Preliminary 2017-2018 Proposed Budget.

**Superintendent's Recommendation:**

\* Provide staff with comments and direction on the Preliminary 2017-2018 Proposed Budget.

**Analysis:**

At the May 22, 2017, Board of Trustees meeting, staff provided the Preliminary 2017-2018 Proposed Budget for the purpose of gathering community feedback. Staff is inviting further discussion on this budget, and requests the board's direction on additional items.

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

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
 2017-2018 Preliminary Budget Financials	Backup Material

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
GENERAL FUND  
2017-18 Preliminary Proposed Budget  
Unrestricted/Restricted**

	2015-16 Actuals	2015--16 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 22,049,860	\$ 38,361,124	\$ 38,361,124	\$ 31,098,096
Restatement of Beg Bal	-	(2,076,027)	(2,076,027)	-
<b>Adjusted Beginning Balance</b>	<u>\$ 22,049,860</u>	<u>\$ 36,285,097</u>	<u>\$ 36,285,097</u>	<u>\$ 31,098,096</u>
<b>REVENUE</b>				
LCFF/Revenue Limit	\$ 344,790,420	\$ 359,630,823	\$ 359,557,710	\$ 368,931,496
Federal Revenue	23,321,261	24,451,537	25,235,687	17,180,365
Other State Revenue	50,148,672	39,458,450	39,458,450	26,866,845
Local Revenue	28,017,306	29,572,142	30,072,278	30,317,914
Transfer In	7,771,635	4,359,507	14,660,130	9,507
Transfer Out	-	-	-	-
<b>Total Revenue</b>	<u>\$ 454,049,294</u>	<u>\$ 457,472,459</u>	<u>\$ 468,984,255</u>	<u>\$ 443,306,127</u>
<b>EXPENDITURES</b>				
Certificated Salaries	\$ 204,198,917	\$ 209,571,216	\$ 209,894,597	\$ 210,510,911
Classified Salaries	69,956,611	72,928,429	72,955,311	75,032,869
Employee Benefits	90,578,322	98,457,439	99,005,256	106,756,919
Books/Supplies	20,875,530	31,293,631	26,350,595	16,126,260
Contracted Services	37,912,866	41,470,817	39,824,601	30,450,676
Capitalized Expenditures	8,652,076	6,746,807	16,568,501	206,736
Other Outgo	5,563,710	7,208,338	9,572,396	7,706,827
<b>Total Expenditures</b>	<u>\$ 437,738,032</u>	<u>\$ 467,676,677</u>	<u>\$ 474,171,257</u>	<u>\$ 446,791,198</u>
Revenue less Expenditures	\$ 16,311,262	\$ (10,204,218)	\$ (5,187,002)	\$ (3,485,071)
<b>ENDING BALANCE</b>	\$ 38,361,122	\$ 26,080,879	\$ 31,098,095	\$ 27,613,025
<b>RESERVES/RESTRICTIONS</b>				
Legally Restricted Categorical Reserve	\$ 3,157,873	\$ -	\$ 3,415,070	\$ -
Reserves for Stores/Revolving Cash	538,092	401,527	401,527	401,527
Reserve for Early Retirement Incentive	334,682	334,681	334,682	311,560
Reserve for Site Carryover	100,000	-	-	100,000
Title IX Legal Fees	-	-	-	-
Deferred Maintenance	4,314,398	1,603,800	4,377,607	6,934,817
Vehicle Replacement Plan	3,247,290	1,347,736	2,000,000	2,000,000
Reserve Technology Requirements	3,114,734	1,068,434	-	-
Reserve Qualified Zone Academy Bond (QZAB)	-	-	4,461,384	4,461,384
One-Time Mandate	10,421,914	7,294,401	1,882,688	-
Economic Uncertainities (2% State Req)	8,754,761	9,353,534	9,483,425	8,935,824
Economic Uncertainities (1% Board Req)	\$ 4,377,380	4,676,767	4,741,713	4,467,912
<b>Total Restrictions/Reserves</b>	<u>\$ 38,361,124</u>	<u>\$ 26,080,879</u>	<u>\$ 31,098,096</u>	<u>\$ 27,613,024</u>
<b>Unrestricted Reserve</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**GENERAL FUND**  
**2017-18 Preliminary Proposed Budget**  
**Unrestricted**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 20,987,134	\$ 35,203,251	\$ 35,203,251	\$ 27,683,026
<i>Restatement of Beg Bal</i>		(2,076,027)	(2,076,027)	
<b>Adjusted Beginning Balance</b>	<u>\$ 20,987,134</u>	<u>\$ 33,127,224</u>	<u>\$ 33,127,224</u>	<u>\$ 27,683,026</u>
<b>REVENUE</b>				
LCFF/Revenue Limit	\$ 343,095,240	\$ 357,967,656	\$ 357,894,543	\$ 367,101,265
Federal Revenue	900,962	710,000	1,022,988	710,000
Other State Revenue	28,189,418	15,640,067	15,640,067	7,608,524
Local Revenue	5,932,157	7,240,914	7,663,997	8,415,568
Transfers In	7,771,635	4,359,507	14,660,130	9,507
Transfers Out	(53,529,902)	(56,224,595)	(58,359,763)	(60,870,153)
Total Revenue	<u>\$ 332,359,510</u>	<u>\$ 329,693,549</u>	<u>\$ 338,521,962</u>	<u>\$ 322,974,711</u>
<b>EXPENDITURES</b>				
Certificated Salaries	\$ 162,506,488	\$ 165,463,297	\$ 166,118,891	\$ 169,997,417
Classified Salaries	47,933,548	49,196,390	49,001,994	50,248,173
Employee Benefits	58,841,650	64,633,958	64,127,908	71,026,840
Books/Supplies	12,804,904	19,893,179	15,449,102	6,246,881
Contracted Services	23,306,686	25,385,248	24,936,484	19,492,133
Capitalized Expenditures	8,625,175	6,561,385	16,233,079	-
Other Outgo	4,124,942	5,606,437	8,098,703	6,033,268
Total Expenditures	<u>\$ 318,143,393</u>	<u>\$ 336,739,894</u>	<u>\$ 343,966,161</u>	<u>\$ 323,044,712</u>
Revenue less Expenditures	\$ 14,216,117	\$ (7,046,345)	\$ (5,444,199)	\$ (70,001)
<b>ENDING BALANCE</b>	\$ 35,203,251	\$ 26,080,879	\$ 27,683,026	\$ 27,613,025
<b>RESERVES/RESTRICTIONS</b>				
Legally Restricted Categorical Reserve	\$ -	\$ -	\$ -	\$ -
Reserves for Stores/Revolving Cash	538,092	401,527	401,527	401,527
Reserve for Early Retirement Incentive	334,682	334,681	334,682	311,560
Reserve for Site Carryover	100,000		100,000	100,000
Title IX Legal Fees	-		-	-
Deferred Maintenance	4,314,398	1,603,800	4,277,608	6,934,817
Vehicle Replacement Plan	3,247,290	1,347,736	2,000,000	2,000,000
Reserve Technology Requirements	3,114,734	1,068,434		
Reserve Qualified Zone Academy Bond (QZAB)			4,461,384	4,461,384
One-Time Mandate	10,421,914	7,294,401	1,882,688	-
Economic Uncertainites (2% State Req)	8,754,761	9,353,534	9,483,425	8,935,824
Economic Uncertainites (1% Board Req)	4,377,380	4,676,767	4,741,713	4,467,912
Total Restrictions/Reserves	<u>\$ 35,203,251</u>	<u>\$ 26,080,879</u>	<u>\$ 27,683,027</u>	<u>\$ 27,613,024</u>
<b>Unrestricted Reserve</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**SWEETWATER UNION HIGH SCHOOL DISTRICT  
GENERAL FUND  
2017-18 Preliminary Proposed Budget  
Restricted**

	<b>2015-16 Actuals</b>	<b>2016-17 Second Interim</b>	<b>2016-17 Estimated Actuals</b>	<b>2017-18 Proposed Budget</b>
<b>BEGINNING BALANCE</b>	\$ 1,062,726	\$ 3,157,873	\$ 3,157,873	\$ 3,415,070
<b>REVENUE</b>				
LCFF/Revenue Limit	\$ 1,695,180	\$ 1,663,167	\$ 1,663,167	\$ 1,830,231
Federal Revenue	22,420,299	23,741,537	24,212,699	16,470,365
Other State Revenue	21,959,254	23,818,383	23,818,383	19,258,321
Local Revenue	22,085,149	22,331,228	22,408,281	21,902,346
Transfer In				
Transfers In	53,529,902	56,224,595	58,359,763	60,870,153
Total Revenue	<u>\$ 121,689,784</u>	<u>\$ 127,778,910</u>	<u>\$ 130,462,293</u>	<u>\$ 120,331,416</u>
<b>EXPENDITURES</b>				
Certificated Salaries	\$ 41,692,430	\$ 44,107,919	\$ 43,775,706	\$ 40,513,494
Classified Salaries	22,023,064	23,732,039	23,953,317	24,784,696
Employee Benefits	31,736,670	33,823,481	34,877,348	35,730,079
Books/Supplies	8,070,625	11,400,452	10,901,493	9,879,379
Contracted Services	14,606,179	16,085,569	14,888,117	10,958,543
Capitalized Expenditures	26,900	185,422	335,422	206,736
Other Outgo	1,438,769	1,601,901	1,473,693	1,673,559
Total Expenditures	<u>\$ 119,594,637</u>	<u>\$ 130,936,783</u>	<u>\$ 130,205,096</u>	<u>\$ 123,746,486</u>
Revenue less Expenditures	\$ 2,095,147	\$ (3,157,873)	\$ 257,197	\$ (3,415,070)
<b>ENDING BALANCE</b>	\$ 3,157,873	\$ -	\$ 3,415,070	\$ -
<b>RESERVES/RESTRICTIONS</b>				
Legally Restricted Categorical Reserve	\$ 3,157,873	\$ -	\$ 3,415,070	\$ -
Total Restrictions/Reserves	<u>\$ 3,157,873</u>	<u>\$ -</u>	<u>\$ 3,415,070</u>	<u>\$ -</u>
<b>Unrestricted Reserve</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Adult Education Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 522,581	\$ 649,707	\$ 649,707	\$ (589,679)
<b>REVENUES</b>				
LCFF Sources	\$ -	\$ -	\$ -	\$ -
Federal Revenues	1,951,563	1,902,880	1,902,880	1,549,183
State Revenues	13,386,735	14,523,810	14,523,810	14,256,400
Local Revenues	535,408	497,210	497,306	264,938
Transfers In	611,241	627,795	627,795	585,930
Total Revenue	<u>\$ 16,484,947</u>	<u>\$ 17,551,695</u>	<u>\$ 17,551,791</u>	<u>\$ 16,656,451</u>
<b>EXPENDITURES</b>				
Certificated Salaries	\$ 7,569,221	\$ 7,702,799	\$ 7,656,262	\$ 7,977,221
Classified Salaries	3,011,527	3,293,792	3,267,633	3,183,365
Employee Benefits	3,540,674	4,009,996	4,033,463	4,109,618
Books/Supplies	1,457,033	1,534,883	1,620,981	1,167,037
Contracted Services	621,419	992,076	1,001,664	766,361
Capitalized Expenditures	-	-	-	-
Other Outgo	157,064	11,550	554,868	894,751
Transfers Out	883	656,306	656,306	656,306
Total Expenditures	<u>\$ 16,357,821</u>	<u>\$ 18,201,402</u>	<u>\$ 18,791,177</u>	<u>\$ 18,754,659</u>
Revenue less Expenditures	\$ 127,126	\$ (649,707)	\$ (1,239,386)	\$ (2,098,208)
<b>ENDING BALANCE</b>	\$ 649,707	\$ -	\$ (589,679)	\$ (2,687,887)
<b>RESERVES/RESTRICTIONS</b>				
Categorical Restricted Revenue	\$ 24,253	\$ -	\$ -	\$ -
AB86 Planning Reserve	-	-	-	-
AB104 Consortium Funding	428,729	-	-	-
South Bay Adult Education Consortium/SWC	44,793	-	-	-
Total Restrictions/Reserves	<u>\$ 497,776</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>UNRESTRICTED RESERVE</b>	<u>\$ 151,931</u>	<u>\$ -</u>	<u>\$ (589,679)</u>	<u>\$ (2,687,887)</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Cafeteria Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-2016 Actuals	2016-2017 Estimated Actuals	2017-2018 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 134,125	\$ 123,258	\$ 910,292
<b>REVENUES</b>			
Federal Revenue	\$ 10,762,866	\$ 12,232,471	\$ 12,721,770
State Revenue	773,809	829,831	863,024
Local Revenue	1,478,224	1,489,014	1,548,575
Transfers In	79,581	502,360	-
Total Revenue	<u>\$ 13,094,480</u>	<u>\$ 15,053,676</u>	<u>\$ 15,133,369</u>
<b>EXPENDITURES</b>			
Classified Salaries/Benefits	\$ 7,015,149	\$ 7,497,149	\$ 8,117,968
Food Purchases/ General Supplies	5,611,594	6,268,157	6,611,239
Contracted Services	399,385	424,554	384,340
Capitalized Expenditures	-	76,782	-
Other Outgo	79,219	-	-
Total Expenditures	<u>\$ 13,105,347</u>	<u>\$ 14,266,642</u>	<u>\$ 15,113,547</u>
Revenue less Expenditures	\$ (10,867)	\$ 787,034	\$ 19,822
<b>ENDING BALANCE</b>	\$ 123,258	\$ 910,292	\$ 930,113
<b>RESERVES / RESTRICTIONS</b>			
Cash	\$ -	\$ -	\$ -
Stores	55,665	499,444	350,000
Total Restriction/Reserves	<u>\$ 55,665</u>	<u>\$ 499,444</u>	<u>\$ 350,000</u>
<b>UNRESTRICTED RESERVE</b>	<u>\$ 67,593</u>	<u>\$ 410,848</u>	<u>\$ 580,113</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Deferred Maintenance Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 6,336,820	\$ 4,985,421	\$ 4,985,421	\$ 3,734,563
<b>REVENUE</b>				
LCFF Source	\$ 1,603,800	\$ 1,603,800	\$ 1,603,800	\$ 1,603,800
Local Revenue	41,187	7,500	21,639	7,500
Transfers In	-	-	-	-
Total Revenue	<u>\$ 1,644,987</u>	<u>\$ 1,611,300</u>	<u>\$ 1,625,439</u>	<u>\$ 1,611,300</u>
<b>EXPENDITURES</b>				
Supplies/Minor Equipment (<\$20,000)	\$ 154,235	\$ 70,000	\$ 114,300	\$ -
Facility/Site Repairs	1,493,777	4,296,748	2,618,023	1,601,379
Facility/Site Construction	1,348,375	478,006	143,974	1,966,000
Lease Purchase (Debt Service)	-	-	-	-
Total Expenditures	<u>\$ 2,996,386</u>	<u>\$ 4,844,753</u>	<u>\$ 2,876,296</u>	<u>\$ 3,567,379</u>
Revenue less Expenditures	\$ (1,351,399)	\$ (3,233,453)	\$ (1,250,858)	\$ (1,956,079)
<b>ENDING BALANCE</b>	<u>\$ 4,985,421</u>	<u>\$ 1,751,968</u>	<u>\$ 3,734,563</u>	<u>\$ 1,778,484</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Building Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 12,555,488	\$ 70,174,705	\$ 70,174,705	\$ 61,849,206
<b>REVENUE</b>				
Proceeds from Bond Sale (Refunding)	\$ 265,710,000	\$ -	\$ -	\$ -
Other Sources (Debt Issuance Premium)	15,918,701	-	-	-
Transfers In (Debt Service Fund)	-	-	-	-
Local Revenue (Debt Issuance Interest)	40	-	-	-
Local Revenue	159,889	140,000	476,453	275,000
Transfers In	1,235,766	-	-	-
Total Revenue	<u>\$ 283,024,396</u>	<u>\$ 140,000</u>	<u>\$ 476,453</u>	<u>\$ 275,000</u>
<b>EXPENDITURES</b>				
Salaries and Benefits	\$ 806,260	\$ 915,025	\$ 1,104,662	\$ 739,006
Supplies/Minor Equipment (<\$20,000)	282,918	618,972	305,555	332,180
Services/Administrative	818,124	3,586,755	2,416,460	136,623
Facility/Site Construction	2,620,905	32,877,138	4,975,275	53,908,938
Debt Service (BAN 2013)	749,500	-	-	-
Transfers Out	9,345	-	-	-
Services/Administrative (Debt Issuance)	1,969,259	-	-	-
Debt Service (Refunding/Discount)	218,148,868	-	-	-
Other Outgo (Debt Service Fund)	-	-	-	-
Total Expenditures	<u>\$ 225,405,179</u>	<u>\$ 37,997,890</u>	<u>\$ 8,801,952</u>	<u>\$ 55,116,747</u>
Revenue less Expenditures	\$ 57,619,217	\$ (37,857,890)	\$ (8,325,499)	\$ (54,841,747)
<b>ENDING BALANCE</b>	<u>\$ 70,174,705</u>	<u>\$ 32,316,815</u>	<u>\$ 61,849,206</u>	<u>\$ 7,007,460</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Capital Facilities Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 669,962	\$ 1,434,845	\$ 1,434,845	\$ 3,389,481
<b>REVENUE</b>				
Developer Fees	\$ 801,037	\$ 316,898	\$ 1,247,102	\$ 500,000
Other Local Revenue	4,588	3,000	22,090	3,000
Transfers In	-		1,107,969	-
Total Revenue	<u>\$ 805,625</u>	<u>\$ 319,898</u>	<u>\$ 2,377,161</u>	<u>\$ 503,000</u>
<b>EXPENDITURES</b>				
Supplies	\$ -	\$ -	\$ -	\$ 219,000
Services/Administrative/Lease	15,916	8,500	19,330	229,765
Facility/Site Construction	-	660,000	393,688	1,287,812
Other Outgo	24,827	9,507	9,507	15,000
Total Expenditures	<u>\$ 40,743</u>	<u>\$ 678,007</u>	<u>\$ 422,525</u>	<u>\$ 1,751,577</u>
Revenue less Expenditures	\$ 764,882	\$ (358,109)	\$ 1,954,637	\$ (1,248,577)
<b>ENDING BALANCE</b>	<u>\$ 1,434,845</u>	<u>\$ 1,076,736</u>	<u>\$ 3,389,481</u>	<u>\$ 2,140,904</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**County School Facilities Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 29,558,594	\$ 27,666,516	\$ 27,666,516	\$ 20,663,618
<b>REVENUE</b>				
State Revenue	\$ (259,648)	\$ -	\$ -	\$ -
Local Revenue	169,221	80,000	75,198	80,000
Transfers In	-	-	-	-
Total Revenue	<u>\$ (90,427)</u>	<u>\$ 80,000</u>	<u>\$ 75,198</u>	<u>\$ 80,000</u>
<b>EXPENDITURES</b>				
Supplies	\$ 89,904	\$ 153,810	\$ 111,845	\$ 91,201
Facility/Site Repairs/Services	1,199	2,883,963	2,868,503	15,161
Facility/Site Construction	500,578	14,155,475	2,989,778	11,161,633
Other Outgo	1,209,970	-	1,107,970	-
Total Expenditures	<u>\$ 1,801,651</u>	<u>\$ 17,193,248</u>	<u>\$ 7,078,096</u>	<u>\$ 11,267,995</u>
Revenue less Expenditures	\$ (1,892,078)	\$ (17,113,248)	\$ (7,002,898)	\$ (11,187,995)
<b>ENDING BALANCE</b>	\$ 27,666,516	\$ 10,553,268	\$ 20,663,618	\$ 9,475,623

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Special Reserve Fund**  
**2017-2018 Preliminry Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 13,349,399	\$ 13,521,251	\$ 13,521,251	\$ 18,696,054
<b>REVENUE</b>				
Proceeds from Bond Sale	\$ -	\$ 35,690,000	\$ 35,690,000	\$ -
State Revenue	-	-	-	-
Local Revenue	1,501,578	1,169,000	9,694,000	1,468,000
Transfers In	-	-	-	-
Total Revenue	<u>\$ 1,501,578</u>	<u>\$ 36,859,000</u>	<u>\$ 45,384,000</u>	<u>\$ 1,468,000</u>
<b>EXPENDITURES</b>				
Supplies	\$ -	\$ 25,400	\$ 1,833,678	\$ 15,767
Contracted Expense	1,203,667	2,157,834	3,238,567	424,993
Site/Facility Expense	-	-	-	-
Capitalized Expenditures	66,764	34,449,237	34,634,707	637,031
Debt Service Expense	59,296	50,000	502,244	2,561,855
Other Outgo	-	-	-	-
Total Expenditures	<u>\$ 1,329,727</u>	<u>\$ 36,682,472</u>	<u>\$ 40,209,197</u>	<u>\$ 3,639,645</u>
Net Surplus/Deficit	\$ 171,852	\$ 176,529	\$ 5,174,803	\$ (2,171,645)
<b>ENDING BALANCE</b>	<u>\$ 13,521,251</u>	<u>\$ 13,697,779</u>	<u>\$ 18,696,054</u>	<u>\$ 16,524,409</u>



**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Community Facilities Districts**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Second Interim	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 136,443,042	\$ 143,487,898	\$ 143,487,898	\$ 86,374,421
<b>REVENUE</b>				
Proceeds from Debt Issuance	\$ -	\$ -	\$ 35,515,000.00	\$ -
Other Sources (Debt Issuance Premium)	-	-	4,053,458.25	-
Tax Revenue	25,146,103	24,397,277	24,397,277	25,201,822
Penalties	92,569	92,738	92,738	-
Interest	544,985	420,000	420,000	250,000
Local Revenue	750	-	-	-
Transfers In	70,738	-	-	-
Total Revenue	<u>\$ 25,855,145</u>	<u>\$ 24,910,015</u>	<u>\$ 24,910,015</u>	<u>\$ 25,451,822</u>
<b>EXPENDITURES</b>				
Salaries and Benefits (Construction and Admin)	\$ 422,140	\$ 706,156	\$ 690,906	\$ 395,685
Supplies	882.00	-	-	-
Services/Administrative	696,437	380,567	194,019	158,489
Construction: Supplies/Minor Equipment (<\$20,000)	184,995	66,141	24,923	209,443
Construction: Services/Lease/Repairs	324,946	486,818	1,113,661	365,979
Construction: Facility/Site Construction	2,722,905	4,717,264	2,064,575	2,702,689
Construction: Capital Outlay/Major Equipment	-	-	-	-
Debt Service Expense	14,457,984	15,514,711	77,935,408	12,983,507
Total Expenditures	<u>\$ 18,810,289</u>	<u>\$ 21,871,657</u>	<u>\$ 82,023,492</u>	<u>\$ 16,815,792</u>
Revenue less Expenditures	\$ 7,044,856	\$ 3,038,358	\$ (57,113,477)	\$ 8,636,030
<b>ENDING BALANCE</b>	<u>\$ 143,487,898</u>	<u>\$ 146,526,257</u>	<u>\$ 86,374,421</u>	<u>\$ 95,010,451</u>

**SWEETWATER UNION HIGH SCHOOL DISTRICT**  
**Foundation Trust Fund**  
**2017-2018 Preliminary Proposed Budget**

	2015-16 Actuals	2016-17 Estimated Actuals	2017-18 Proposed Budget
<b>BEGINNING BALANCE</b>	\$ 12,614	\$ 12,699	\$ 12,792
<b>REVENUE</b>			
Local Revenue	\$ 85	\$ 93	\$ 95
Total Revenue	<u>\$ 85</u>	<u>\$ 93</u>	<u>\$ 95</u>
<b>EXPENDITURES</b>			
Scholarship Expense	\$ -	\$ -	\$ -
Services/Administrative Expense	-	-	-
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Revenue less Expenditures	\$ 85	\$ 93	\$ 95
<b>ENDING BALANCE</b>	<u>\$ 12,699</u>	<u>\$ 12,792</u>	<u>\$ 12,887</u>

District: Sweetwater Union High School District  
CDS #: 68411

**Adopted Budget**  
**2017-18 Budget Attachment**

**Balances in Excess of Minimum Reserve Requirements**

**Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves**

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

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	2017-18 Budget	Objects 9780/9789/9790
01	General Fund	\$27,211,498.00	Form 01 Form 17
Total Assigned and Unassigned Ending Fund Balances		\$27,211,498.00	
District Standard Reserve Level		3%	Form 01CS Line 10B-4
Less District Minimum Reserve for Economic Uncertainties		\$13,403,737.00	Form 01CS Line 10B-7
Remaining Balance to Substantiate Need		\$13,807,761.00	

**Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties**

Form	Fund	2017-18 Budget	Description of Need
01	General Fund	\$311,560.00	Early Retirement Incentive
01	General Fund	\$100,000.00	Site Carryover
01	General Fund	\$6,934,817.00	Deferred Maintenance
01	General Fund	\$2,000,000.00	Vehicle Replacement Plan
01	General Fund	\$4,461,384.00	Qualified Zone Academy Bond
Total of Substantiated Needs		\$13,807,761.00	

Remaining Unsubstantiated Balance                      \$0.00                      Balance should be Zero

**Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.**



**June 12, 2017**

**Board Item - L.-1.**

**Issue:**

Athletic and student accident insurance program.

**Superintendent's Recommendation:**

Approve participation in an optional athletic and student accident insurance program with Myers-Stevens & Toohey Insurance Company, Inc., for purchase by district parents for all grade levels for the 2017-2018 school year.

**Analysis:**

Education Code Section 49470 states in relevant part:

The governing board of any school district or districts may provide, or make available, medical or hospital service, or both, through nonprofit membership corporations defraying the cost of medical service or hospital service, or both, or through group, blanket or individual policies of accident insurance from authorized insurer, for pupils of the district or districts injured while participating in athletic activities under the jurisdiction of, or sponsored or controlled by, the district or districts or the authorities of any school of the district or districts. The cost of the insurance or membership may be paid, from the funds of the district or districts, or by the insured pupil, his parent or guardian.

Education Code Section 49471 stipulates that if a governing board of any school district maintaining junior high schools or high schools does not provide or make available medical and hospital services for pupils of the district injured while participating in athletic activities, in accordance with Section 49470, the board shall notify, in writing, the parent or guardian of each pupil of the district participating in such athletic activities that the services are not provided or made available by the governing board.

Education Code Section 49472 stipulates that the governing board of any school district or districts which does not employ at least five physicians as full-time supervisors of health, or the equivalent thereof, may provide, or make available, medical or hospital service, or both, through nonprofit membership corporations defraying the cost of medical service or hospital service, or both, or through group, blanket or individual policies of accident insurance or through policies of liability

insurance from authorized insurers, for injuries to pupils of the district or districts arising out of accidents occurring while in or on buildings and other premises of the district or districts during the time such pupils are required to be therein or thereon by reason of their attendance upon a regular day school of such district or districts or while being transported by the district or districts to and from school or other place of instruction, or while at any other place as an incident to school-sponsored activities and while being transported to, from and between such places. No pupils shall be compelled to accept such service without his consent, or if a minor without the consent of his parent or guardian. The cost of the insurance or membership may be paid, from the funds of the district or districts, or by the insured pupil, his parent or guardian.

Each year staff evaluates student accident insurance proposals for price, quality of coverage, strength of coverage, and customer service. Myers-Stevens & Toohey and Co., Inc., has consistently provided a high level of customer service for the cost with no parent complaints over a ten-year period. They are available to in-service site staff on the proper and most efficient methods of receiving payment and processing of claims; they provide current lists of insured students to sites; and they are available to answer questions of parents and staff, with bilingual assistance if needed. The student insurance package is underwritten by BCS Insurance Company, Rated as "Excellent" by A.M. Best, an independent insurance company rating agency.

Staff recommends that the district offer Myers-Stevens & Toohey and Co., Inc., insurance program for the 2017-2018 school year.

For inquiries regarding this board item, please contact Thomas Glover at 619-585-6010 or [thomas.glover@sweetwaterschools.org](mailto:thomas.glover@sweetwaterschools.org).

#### Fiscal Impact:

There is no cost to the district. Participating families pay premium costs directly to Myers-Stevens & Toohey.

#### **ATTACHMENTS:**

Description	Type
 Backup Document	Backup Material

# **California Voluntary Student Accident & Sickness Plans for the**

**2017 - 2018  
School Year**

**Arranged and administered by:**



**Sponsored by:**



## PLAN DESCRIPTIONS

Our voluntary participation plans are a low-cost way for parents to provide protection for their children. They can be used on a standalone basis for those with no other health coverage or as “gap coverage” to assist with the high deductibles, high co-pays and other inside limits common to many of today’s health plans. They offer complete freedom of choice of provider!

### Student Accident & Sickness Plan

Covers Injuries sustained and Sickness commencing while covered under the plan. Coverage protects your student 24 hours a day, anywhere in the world, including participating in all interscholastic sports, except high school tackle football. Repatriation and Medical Evacuation benefits are included.

**\$200,000 maximum coverage per Injury • \$50,000 maximum coverage per Sickness • \$10,000 accidental death benefit**

There is a \$50 deductible per Injury or Sickness.

Any student of a participating School or School District, grades P-12, is eligible to purchase the Student Accident & Sickness Plan. The first payment provides coverage for the remainder of the month premium is received by the Company plus the following month. Thereafter, premium is billed and payable every two months. If subsequent payments are not made for any reason, the student’s coverage under the Student Accident & Sickness Plan will end. However, the student will be covered under the School-Time Low-Option Plan, with a \$1,500 maximum per injury, for the remainder of the School Year.

### Tackle Football Accident Plans

Covers injuries caused by accidents occurring:

- While practicing or playing in interscholastic high school tackle football activities which are School-sponsored and directly supervised, including spring practice and summer conditioning, weight training and passing league; and
- While traveling for football in a School Vehicle or traveling directly and without interruption between School and off-campus sites for such activities provided travel is arranged by and is at the direction of the School.

NOTE: Football coverage can be made effective as early as May 1st, 2017.

### Full-Time (24/7) Accident Plans

Covers injuries caused by accidents occurring 24 hours a day, anywhere in the world, except while participating in interscholastic tackle football.

Note: Faculty/staff are also eligible for this plan!

### School-Time Accident Plans

Covers injuries caused by accidents occurring:

- While on School premises during the hours and on the days when the School’s regular classes are in session, including one hour immediately before and one hour immediately after regular classes, while the Covered Person is continuously on the School premises;
- While participating in or attending School-sponsored and directly supervised School Activities including interscholastic athletic activities and non-contact spring football (except interscholastic high school tackle football);
- While traveling directly and without interruption: to or from residence and School for regular attendance; or School and off-campus site to participate in School-sponsored and directly supervised School Activities provided travel is arranged by and is at the direction of the School;
- While traveling in School Vehicles at any time.

### Dental Accident Plan

Covers injuries to teeth caused by accidents occurring anywhere in the world, 24 hours a day, including participation in all sports and all forms of transportation. The “Benefit Period” under the dental plan provides accident dental benefits for up to one year from the date of first Treatment. However, the benefit period for an Injury may be extended each year, provided that: coverage is renewed prior to October 1, the student remains enrolled in grades P-12, and written notice is received by the Company at the time of injury that further Treatment will be deferred to a later date. Coverage is not limited to treatment of sound, natural teeth. We pay a maximum of \$75,000 up to 100% of the Usual, Customary and Reasonable charges for Treatment of injured teeth, including repair or replacement of existing caps and crowns. (We do not pay for damage to or loss of dentures or bridges or damage to existing orthodontic equipment.)

### Pharmacy SmartCard™

Available to students, their families and school staff through our partnership with National Pharmaceutical Services (NPS), the SmartCard offers savings of up to **95%** of prescription drug costs and is accepted at over **63,000** pharmacies nationwide. In addition, the program can provide “Instant Alerts” to potential medication interactions to better protect your family along with unique “Proof of Savings” reports mailed directly to you every six months.

After payment has been processed, NPS will send an ID card that can be presented each time a member needs a prescription filled. All members of the household may participate.

The SmartCard is not an insurance product and is not insured by BCS Insurance Company.

## VOLUNTARY BENEFITS

Below are two distinct schedules of benefits for the District to choose from. Each schedule includes several levels of accident coverage: a School-Time, Full-Time (24/7) or Tackle Football only basis. In addition, we offer a Student Accident & Sickness Plan, Dental Accident Plan and Pharmacy SmartCard.

We will pay benefits only for covered injuries sustained or Covered Sickness commencing while insured under this School Year's plan. Benefits payable will be based on the Usual, Customary and Reasonable charges incurred for covered medical and dental services, as defined by the Policy, subject to exclusions, requirements and limitations. We do not pay for a service or supply unless it is Medically Necessary and listed in the Description of Benefits, below. Applicable benefits mandated by the state of residence will be included in the covered expenses. *Applies to all voluntary plans except the Dental Accident Plan.*

Parents may take their child to any provider they choose; however, seeking treatment through a *First Health* contracted provider may reduce out-of-pocket costs.

	The Provider Network Discount (PND) Package			The Scheduled Benefit Package			
Covered Benefit Levels	Low Option	Mid Option	High Option	Low Option	Mid Option	High Option	Student Accident & Sickness Plan
Plan Name	MAXIMUMS PER ACCIDENT			MAXIMUMS PER ACCIDENT			\$50,000 Maximum per Sickness  \$200,000 Maximum per Accident
Tackle Football Accident Plan	\$25,000	\$50,000	\$75,000	\$25,000	\$50,000	\$75,000	
Full-Time 24/7 Accident Plan	\$50,000	\$100,000	\$150,000	\$50,000	\$100,000	\$150,000	
School-Time Accident Plan	\$25,000	\$50,000	\$75,000	\$25,000	\$50,000	\$75,000	
Deductible Per Covered Accident/Sickness	\$200	\$100	\$50	\$0	\$0	\$0	\$50
Covered Expenses	BENEFIT MAXIMUMS			BENEFIT MAXIMUMS			BENEFIT MAXIMUMS
Hospital Room & Board - Paid up to	80%	80%	90%	\$500/Day	\$600/Day	\$750/Day	80% Semi Private Room Rate
Inpatient Hospital Miscellaneous Charges. Services described below are paid as scheduled. All other miscellaneous charges - Paid up to	80% to \$2,000/Day	80% to \$2,500/Day	90% to \$3,000/Day	\$750/Day	\$900/Day	\$1,600/Day	80% to \$4,000/Day
Intensive Care Unit - Paid up to	80% to \$2,000/Day	80% to \$2,500/Day	90% to \$3,000/Day	\$1,500/Day	\$1,800/Day	\$2,400/Day	80%
Hospital Emergency Room (room & supplies) incurred within 72 hours of an Injury	100%			100%			100%
Emergency Room Physician Charges	100%			100%			100%
Outpatient Surgical (room & supplies)	80% to \$2,000	80% to \$2,500	90% to \$3,000	\$750	\$900	\$1,600	80% to \$4,000
Physician Non-Surgical Treatment & Exam (excluding Physical Therapy)	80%	80%	90%	See benefits below			80%
First Visit	See benefits above			\$60	\$70	\$80	80%
Each Follow Up Visit				\$40	\$45	\$50	80%
Consultation (when referred by attending Physician)				\$200	\$250	\$300	80%
Surgeon Services	80%	80%	90%	60%	75%	90%	80%
Assistant Surgeon Services	80%	80%	90%	25% of Surgical Allowance			80%
Anesthesiologist Services	80%	80%	90%	25% of Surgical Allowance			80%
Physiotherapy (includes related office visits) when prescribed by a Physician	80% to \$500	80% to \$750	90% to \$1,000	\$50/Visit to \$500	\$60/Visit to \$600	\$75/Visit to \$900	80% to \$2,000
X-Ray Examinations (including reading)	80% to \$500	80% to \$750	90% to \$1,000	60% to \$500	70% to \$600	80% to \$700	80%
Diagnostic Imaging MRI, Cat Scan	80%	80%	90%	60%	60%	80%	80%
Ambulance (from site of an emergency directly to hospital)	100%	100%	100%	100%	100%	100%	100%
Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces	80%	80%	90%	60%	80%	100%	80%
Durable Medical Equipment	80% to \$400	80% to \$750	90% to \$1,000	60% to \$500	80% to \$600	100% to \$800	80%
Out-Patient Prescription Drugs (for Injuries only)	80%	80%	90%	60%	80%	100%	80%
Dental Services (including dental x-rays) for Treatment due to a covered Accident	80%	80%	90%	60%	80%	90%	80%
Eyeglass Replacement (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical attention)	\$300	\$300	\$300	\$300	\$300	\$300	80%
Medical Evacuation & Repatriation	\$0	\$0	\$0	\$0	\$0	\$0	100% to \$10,000



# VOLUNTARY RATES

## Plan Rates

Accident-Only Rates:

(One-Time Payment Per Student for Entire School Year)

COVERAGE OPTIONS	<i>Provider Network Package</i>			<i>Scheduled Benefit Package</i>		
	Low-Option	Mid-Option	High-Option	Low-Option	Mid-Option	High-Option
Interscholastic Tackle Football	<b>\$235</b>	<b>\$295</b>	<b>\$339</b>	<b>\$180</b>	<b>\$235</b>	<b>\$338</b>
Full-Time (24/7)	<b>\$225</b>	<b>\$276</b>	<b>\$328</b>	<b>\$165</b>	<b>\$219</b>	<b>\$317</b>
School-Time	<b>\$53</b>	<b>\$68</b>	<b>\$79</b>	<b>\$39</b>	<b>\$63</b>	<b>\$77</b>

Student Accident & Sickness Rates: **\$208** First Payment covers the remainder of that month in which it was paid and the month following  
**\$338** Subsequent payments cover additional two-month periods

Dental Accident Coverage is **\$16** if purchased separately or **\$12** when added to any purchased Plan(s).

Pharmacy SmartCard is **\$36** for the entire family for 1 full year.

## Effective Dates

Coverage begins at 11:59 pm on the day that the Company receives a completed enrollment form and payment of premium. Coverage for all plans may begin as early as May 1, 2017.

## Termination Dates

Full-Time (24/7) and Dental coverages end at 12:01 am on the date School begins regularly scheduled classes for the 2018-2019 School Year.

Interscholastic High School Tackle Football and School-Time coverages end at 11:59 pm on the closing date of regular classes for the 2017-2018 School Year.

Student Accident & Sickness coverage ends at 11:59 pm on the last day of the month for which payment has been made. Coverage may be continued for up to 12 calendar months, or through September 30, 2018, whichever comes first, provided the required payments are made.

## Additional Benefits

Accidental death, dismemberment, loss of sight, paralysis and psychiatric/psychological counseling benefits (applies to all voluntary plans except the Dental Accident Plan).

In addition to medical benefits, if, within 365 days from the date of Accident covered by the policy, bodily injuries result in any of the following losses, we will pay the benefit set opposite such loss. Only one such benefit (the largest) will be paid for all such losses due to any one Accident.

- |  |                 |
|--|-----------------|
| • Accidental Death   | <b>\$10,000</b> |
| • Single dismemberment or entire loss of sight in one eye  | <b>\$20,000</b> |
| • Double dismemberment or entire loss of sight in both eyes or paraplegia or hemiplegia or quadriplegia  | <b>\$30,000</b> |
| • Counseling – In addition to the AD&D benefits, we will pay 100% of the Usual, Customary and Reasonable costs of psychiatric/psychological counseling needed after covered dismemberment, loss of sight or paralysis up to: | <b>\$5,000</b>  |

## LIMITED ACTIVITIES COVERAGE

The following coverages may be provided to your district at no additional charge in consideration of your district's application and diligent efforts to provide the voluntary Student Accident Coverage materials to the parent/guardian of every student in the district and maintenance of a proper system of signed waiver/proof of insurance (where required by law). Some of these coverages are designed to assist with district compliance of Education Code requirements where applicable.

**NOTE:** *To receive these coverages, please complete the Limited Activities Agreement attached to the application.*

### Interscholastic Sports Oversight Coverage

Covers injuries to interscholastic athletes who: 1) did not purchase student accident insurance because district personnel inadvertently failed to offer student accident insurance plans to the injured athlete as required by Education Code (where applicable) and 2) did not file a Waiver of Student Insurance, and 3) participated in interscholastic athletics without any insurance coverage. Benefits are paid at 100% of Usual, Reasonable and Customary charges up to a maximum of \$1,500 per Accident.

### Non-Competing Participants Coverage

Covers injuries occurring while traveling in School-provided and operated vehicles to and from athletic events for which they have been selected by the district to directly assist in the noncompetitive activities associated with the events, e.g., members of school bands, cheerleaders, pompom girls and team managers. Benefits are paid at 100% of Usual, Reasonable and Customary charges up to a maximum of \$1,500 per Accident.

### One-Day Field Trip Coverage

Covers injuries which occur while your students are attending or participating in School-sponsored one-day field trips which are under the direct and immediate supervision of School personnel.

In order to qualify as a bona-fide "Field Trip", the district must be fully responsible for the students while they are participating in the outing. Benefits are paid at 100% of Usual, Reasonable and Customary charges up to a maximum of \$1,500 per Accident.

Students attending or participating in interscholastic events are not covered under this plan.

### Blanket Accidental Death Coverage

Provides a \$2,500 accidental death benefit for all of your students and district employees for loss resulting from covered injuries occurring while attending School or participating in activities sponsored and under the direct and immediate supervision of the School during the regular School Year, including all sports and while being transported in a School-provided and operated vehicle.

### Felonious Assault (Counseling Benefit) Coverage

Provides up to a \$1,500 psychiatric or psychological counseling benefit for all of your students for counseling required after a felonious assault. Benefits are provided for any student whose injury occurs during the regular School Year while: traveling directly to or from School; participating in a School-sponsored and supervised activity; or on the School's premises. A felonious assault is an act of violence directed against a student, which results in a bodily Injury for which a student requires and seeks medical Treatment, and the School files a written report with the police within 24 hours of the assault.

## OPTIONAL COVERAGES

The following Blanket (100% participation required) coverages are available for District/School purchase. For more details, you may call our office for applicable coverage enrollment forms.

### School-To-Work Coverage

Covers students for injuries which occur while at an approved worksite and under direct supervision, and while traveling directly and without interruption, at the direction of the School, between School and the worksite and between the worksite and home.

Benefits: <b>100%</b> Usual, Customary and Reasonable charges for covered expenses	Maximum per Injury	<b>\$25,000</b>
Rate: <b>\$6.00</b> per participant	Minimum premium required:	<b>\$250</b>

### Short-Term 24-Hour Coverage

Both the frequency and severity of injuries tend to increase when students are not directly supervised. Covers students round-the-clock when participating in School-sponsored, but not necessarily directly supervised activities, such as: ski trips, camping, overnight, amusement parks, etc.

Adult chaperones may be added at the same rate.

Basic Benefits: <b>100%</b> Usual, Customary and Reasonable charges for covered expenses as underwritten by BCS Insurance Company.	Maximum per Injury:	<b>\$25,000</b>
	Maximum per emergency sickness:	<b>\$1,000</b>
Catastrophic Benefits*	Maximum per Injury:	<b>\$1,000,000 excess medical</b>
Rate: <b>\$1.75</b> per person per day	Minimum premium required:	<b>\$35</b>

**NOTE:** Includes Benefits for Emergency Sickness, Remains Repatriation and Medical Evacuation!

\* Underwritten by ACE American Insurance Company, a member of Chubb, NA.

### Interscholastic Tackle Football Tryout Coverage

Covers all students trying out for interscholastic high school tackle football, including non-contact spring football practice and/or while traveling in a School Vehicle to and from football practice.

Benefits: <b>100%</b> Usual, Customary and Reasonable charges for covered expenses	Maximum per Injury:	<b>\$1,500</b>
Rate: <b>\$6.00</b> per person per coverage term	Minimum premium required:	<b>\$50</b>

### Powder Puff Football Coverage

Covers students participating in Powder Puff Football activities. Coverage provides for up to two weeks of practice and one game.

Benefits: <b>100%</b> Usual, Customary and Reasonable charges for covered expenses	Maximum per Injury:	<b>\$1,500</b>
Rate: <b>\$10.00</b> per participant	Minimum premium required:	<b>\$50</b>

### Elementary Competitor's Team Coverage

Covers students for injuries which occur during elementary level after-school team sports while participating in School-sponsored and School-supervised interscholastic athletics (except interscholastic high school tackle football). Coverage is provided for after-school sports practice, sports contests, and travel in School-provided and operated vehicles to and from sports practice and contests.

Benefits: <b>100%</b> Usual, Customary and Reasonable charges for covered expenses	Maximum per Injury:	<b>\$1,500</b>
Rate: <b>\$5.00</b> times estimated number of participants in grades K-8	Minimum premium required:	<b>\$200</b>

# EXCLUSIONS

Benefits are not payable for any of the following or loss that results from them:

1. Damage to or loss of dentures or bridges or damage to existing orthodontic equipment.
2. War or any act of war, declared or undeclared.
3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony or violating or attempting to violate any duly enacted law.
4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
5. Injury or Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Physician.
6. Practice or play in interscholastic high school tackle football (unless separate football coverage is purchased), intercollegiate sports, semi-professional sports, or professional sports. (Does not apply to the *Dental Accident Plan*.)
7. Injury or Sickness covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law including, but not limited to group, group type, and individual automobile "No Fault" coverage (excluding School Vehicle coverage).
8. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School, or by any member of the Covered Person's immediate family; or for which no charge is normally made.
9. Mental or nervous disorders (except as specifically provided by the Policy).
10. Treatment of Sickness, ailment, or infections (except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
11. The diagnosis and Treatment of non-malignant warts, moles and lesions, acne or allergies, including allergy testing.
12. Injury sustained as a result of riding in or on, entering or alighting from, a two or three-wheeled motor vehicle. (Does not apply to the *Dental Accident Plan*.)
13. Treatment of osteomyelitis, pathological fractures and hernia. (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
14. Detached retina (unless directly caused by an Injury). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan* or the Emergency Sickness Benefit.)
15. Any expenses related to the Treatment of tonsils, adenoids, epilepsy, seizure disorder or congenital weakness; or expenses for Treatment of congenital anomalies and conditions arising or resulting directly there from.
16. Supplies, except as otherwise provided in the Policy.

## Requirements and Limitations

Aggravations of Injuries which did not occur while insured under this plan are paid up to \$500 maximum benefit per policy term. Injuries sustained as a result of riding in or on, entering or alighting from or being struck by a Motor Vehicle are limited to a \$5,000 maximum benefit (up to \$10,000 if vehicle is a School Vehicle). Some Motor Vehicle Injuries are not covered – see Exclusions above for details. School-time and interscholastic high school tackle football injuries should be reported immediately to the school but in no event beyond 60 days from the date of Injury. The first Physician's visit must be within 120 days after the Accident occurs. This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. A claim form must be filed with Myers-Stevens & Toohey & Co., Inc. within 90 days after the date of loss. The plan pays for covered expenses incurred within a year from the date of the first Physician's visit. However, should the Injury sustained require the removal of surgical pins, continued Treatment for serious burns, or Treatment of a non-union or mal-union fracture, the benefit period will be extended to 104 weeks. Each covered condition may be subject to a deductible – see plan details.

## Non-Duplication of Benefits (Excess Provision)

In order to keep premium as affordable as possible, these plans pay benefits on a non-duplicating basis. This means, if a person is covered by one or more of these plans and by any other valid insurance or health agreement, any amount payable or provided by the other coverages will be subtracted from the covered expenses and we will pay benefits based on the remaining amount.

*This brochure contains a brief description of the benefits available. Rates shown in this brochure include all administrative expenses, commissions and taxes.*

Plans arranged and administered by:  
**Myers-Stevens & Toohey & Co., Inc.**

CA License #0425842  
[www.myers-stevens.com](http://www.myers-stevens.com)



Student Accident and Sickness Plans underwritten by:  
**BCS Insurance Company**  
Oakbrook Terrace, Illinois  
Rated A – (Excellent) by A.M. Best, an independent  
insurance company rating agency.  
**Policyholder: Family Insurance Trust, situated in  
District of Columbia**



Sponsored by:



Catastrophic Short-Term 24-Hour  
underwritten by  
**ACE American Insurance Company**  
2016 Best rated A++ (Superior)

(A.M. Best Rating ranges from A++ to D)  
This rating is an indication of the company's financial  
strength and ability to meet obligations to its insureds.





**June 12, 2017**

**Board Item - L.-2.**

**Issue:**

New classification and revised job descriptions for the Paraprofessional unit.

**Superintendent's Recommendation:**

Approve a new classification and job description, and proposed changes to job descriptions for the Paraprofessional unit, and revise the Paraprofessional Salary Schedule.

**Analysis:**

In an effort to better meet the district's needs through a realignment of duties and responsibilities in the special education department, the creation and/or revision of job descriptions and classifications, as noted below, need to be adopted:

1. Instructional Assistant – Special Education, proposed changes to job description: Changes made to the Purpose Statement; removed responsibility statement/updated Non-Discrimination statement (241 employees).
2. Instructional Health Care Assistant, proposed changes to job description: Changes made to the Purpose Statement; removed responsibility statement; updated Non-Discrimination statement; and add language for transition class responsibilities. Additionally, Moderate-Transition Classes will be staffed moving forward with Instructional Health Care Assistant Classification (209 employees).
3. Instructional Assistant – Special Education/Visually Impaired, proposed changes to job description: Changes made to the Purpose Statement; removed responsibility statement/updated Non-Discrimination statement.
4. Educational Interpreter I: new salary range 68 (from 60) and proposed changes to job description: Changes made to the Purpose statement; removed responsibility statement; updated Non-Discrimination statement. Currently, due to eight vacancies, the district has been relying on outside contracts to provide these services. Increasing the salary for this position will make SUHSD comparable to other school districts, as well as to currently contracted

candidates. This will also result in great savings for the district.

5. Educational Interpreter II: new salary range 70 (from 62) and proposed changes to job description: Changes made to the Purpose statement; removed responsibility statement; updated Non-Discrimination statement. Currently, due to one vacancy, the district has been relying on outside contracts to provide these services. Increasing the salary for this position will make SUHSD comparable to other school districts, as well as to currently contracted candidates. This will also result in great savings for the district.

6. Instructional Assistant – Special Education/American Sign Language: new job description, placement on Salary Range 44. Currently there are two vacancies. This position will require a minimum score of "2 Average" on the SUHSD Bilingual Certification Performance Test.

7. Autism Support Provider: new job description, placement on Salary Range 52, one appointment. There is one Instructional Health Care Assistant who has been performing these duties.

8. Behavioral Support Specialist: new job description, placement on Salary Range 52, two vacancies.

This item is pending CSEA approval.

For questions regarding this board item, please contact Thomas Glover at 619/585-6010 or [thomas.glover@sweetwaterschools.org](mailto:thomas.glover@sweetwaterschools.org).

#### Fiscal Impact:

Expenditure of \$456,657, which includes benefits, to be paid from the special education department, Resource Code: 6500.

#### **ATTACHMENTS:**

Description	Type
☐ Salary Schedule Paraprofessional Unit	Backup Material
☐ Job Description IA Sp Ed	Backup Material
☐ Job Description IHCA	Backup Material
☐ Job Description IA Sp Ed Visually Impaired	Backup Material
☐ Job Description Educ Interpreter I	Backup Material
☐ Job Description Educ Interpreter II	Backup Material
☐ Job Description American Sign Language	Backup Material
☐ Job Description Autism Support Provider	Backup Material
☐ Job Description Behavioral Support Spec.	Backup Material



# Sweetwater Union High School District

## Salary Schedule For The Paraprofessional Unit Effective January 1, 2017

SPECIAL ED. JOB FAMILY

PROPOSED SPECIAL ED. JOB DESCRIPTIONS/CHANGES

3.75% Salary Increase

LONGEVITY INCREMENT																										
SALARY RANGE	1		2		3		4		5		6		7		8		10 YEAR	13 YEAR	16 YEAR	20 YEAR	25 YEAR					
	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR	MO.	HR				
40	2734	15.77	2815	16.24	2899	16.73	2987	17.23	3077	17.75	3172	18.30	3264	18.83	3364	19.41	3465	19.99	3568	20.58	3675	21.20	3784	21.83	3898	22.49
41	2802	16.17	2887	16.66	2972	17.15	3064	17.68	3153	18.19	3249	18.74	3346	19.30	3448	19.89	3550	20.48	3656	21.09	3765	21.72	3879	22.38	3995	23.05
42	2870	16.56	2959	17.07	3045	17.57	3138	18.10	3232	18.65	3328	19.20	3429	19.78	3532	20.38	3639	20.99	3747	21.62	3858	22.26	3975	22.93	4093	23.61
43	2943	16.98	3033	17.50	3124	18.02	3218	18.57	3312	19.11	3414	19.70	3516	20.28	3620	20.88	3731	21.53	3841	22.16	3957	22.83	4075	23.51	4197	24.21
44	3015	17.39	3105	17.91	3200	18.46	3295	19.01	3394	19.58	3494	20.16	3599	20.76	3708	21.39	3818	22.03	3934	22.70	4051	23.37	4173	24.08	4296	24.78
45	3092	17.84	3183	18.36	3279	18.92	3377	19.48	3478	20.07	3582	20.67	3690	21.29	3802	21.93	3914	22.58	4033	23.27	4152	23.95	4279	24.69	4407	25.43
46	3166	18.27	3261	18.81	3358	19.37	3462	19.97	3564	20.56	3670	21.17	3780	21.81	3894	22.47	4012	23.15	4129	23.82	4257	24.56	4383	25.29	4515	26.05
47	3246	18.73	3344	19.29	3442	19.86	3545	20.45	3652	21.07	3763	21.71	3876	22.36	3990	23.02	4113	23.73	4234	24.43	4362	25.17	4494	25.93	4627	26.69
48	3325	19.18	3426	19.77	3528	20.35	3634	20.97	3742	21.59	3853	22.23	3972	22.92	4090	23.60	4212	24.30	4339	25.03	4467	25.77	4602	26.55	4741	27.35
49	3407	19.66	3510	20.25	3615	20.86	3724	21.48	3835	22.13	3952	22.80	4070	23.48	4190	24.17	4317	24.91	4447	25.66	4581	26.43	4719	27.23	4859	28.03
50	3490	20.13	3595	20.74	3703	21.36	3815	22.01	3928	22.66	4047	23.35	4169	24.05	4293	24.77	4422	25.51	4555	26.28	4693	27.08	4834	27.89	4979	28.73
51	3578	20.64	3685	21.26	3795	21.89	3909	22.55	4028	23.24	4147	23.93	4272	24.65	4401	25.39	4533	26.15	4670	26.94	4810	27.75	4954	28.58	5101	29.43
52	3665	21.14	3775	21.78	3889	22.44	4006	23.11	4125	23.80	4249	24.51	4377	25.25	4508	26.01	4644	26.79	4782	27.59	4926	28.42	5074	29.27	5226	30.15
53	3756	21.67	3870	22.33	3985	22.99	4106	23.69	4229	24.40	4356	25.13	4487	25.89	4621	26.66	4759	27.46	4902	28.28	5050	29.13	5201	30.01	5358	30.91
54	3848	22.20	3962	22.86	4080	23.54	4207	24.27	4332	24.99	4462	25.74	4595	26.51	4732	27.30	4874	28.12	5022	28.97	5174	29.85	5328	30.74	5488	31.66
55	3945	22.76	4063	23.44	4184	24.14	4311	24.87	4439	25.61	4573	26.38	4709	27.17	4852	27.99	4997	28.83	5148	29.70	5302	30.59	5462	31.51	5624	32.45
56	4040	23.31	4162	24.01	4286	24.73	4416	25.48	4548	26.24	4683	27.02	4824	27.83	4969	28.67	5119	29.53	5273	30.42	5430	31.33	5594	32.27	5762	33.24
57	4141	23.89	4265	24.61	4393	25.34	4526	26.11	4663	26.90	4802	27.70	4946	28.53	5094	29.39	5249	30.28	5405	31.18	5567	32.12	5733	33.08	5905	34.07
58	4243	24.48	4371	25.22	4500	25.96	4636	26.75	4777	27.56	4918	28.37	5066	29.23	5220	30.12	5375	31.01	5537	31.94	5704	32.91	5874	33.89	6049	34.90
59	4347	25.08	4480	25.85	4615	26.63	4753	27.42	4894	28.23	5040	29.08	5194	29.97	5349	30.86	5510	31.79	5675	32.74	5846	33.73	6021	34.74	6201	35.78
60	4454	25.70	4588	26.47	4727	27.27	4867	28.08	5015	28.93	5165	29.80	5320	30.69	5479	31.61	5644	32.56	5813	33.54	5988	34.55	6168	35.58	6353	36.65
61	4567	26.35	4702	27.13	4845	27.95	4990	28.79	5140	29.65	5295	30.55	5453	31.46	5616	32.40	5784	33.37	5958	34.37	6138	35.41	6321	36.47	6511	37.56
62	4678	26.99	4818	27.80	4962	28.63	5114	29.50	5265	30.38	5424	31.29	5588	32.24	5754	33.20	5926	34.19	6105	35.22	6288	36.28	6477	37.37	6671	38.49
63	4793	27.65	4939	28.49	5087	29.35	5241	30.24	5394	31.12	5560	32.08	5726	33.03	5898	34.03	6074	35.04	6257	36.10	6444	37.18	6637	38.29	6838	39.45
64	4912	28.34	5061	29.20	5208	30.05	5368	30.97	5530	31.90	5695	32.86	5865	33.84	6040	34.85	6222	35.90	6409	36.98	6602	38.09	6800	39.23	7005	40.41
65	5034	29.04	5186	29.92	5340	30.81	5502	31.74	5666	32.69	5835	33.66	6010	34.67	6191	35.72	6379	36.80	6569	37.90	6767	39.04	6969	40.21	7178	41.41
66	5155	29.74	5311	30.64	5470	31.56	5638	32.53	5805	33.49	5979	34.49	6161	35.54	6343	36.59	6533	37.69	6729	38.82	6932	39.99	7140	41.19	7354	42.43
67	5285	30.49	5444	31.41	5609	32.36	5777	33.33	5949	34.32	6129	35.36	6313	36.42	6502	37.51	6696	38.63	6897	39.79	7106	41.00	7319	42.23	7537	43.48
68	5414	31.23	5579	32.19	5745	33.14	5918	34.14	6095	35.16	6278	36.22	6467	37.31	6661	38.43	6860	39.58	7065	40.76	7278	41.99	7497	43.25	7721	44.54
69	5548	32.01	5717	32.98	5886	33.96	6066	35.00	6246	36.03	6435	37.13	6627	38.23	6827	39.39	7032	40.57	7244	41.79	7461	43.04	7685	44.34	7915	45.66
70	5687	32.81	5857	33.79	6033	34.81	6215	35.86	6400	36.92	6592	38.03	6790	39.17	6992	40.34	7202	41.55	7420	42.81	7643	44.09	7873	45.42	8109	46.78

-OVER-

**PARAPROFESSIONAL TITLES**

Educational Interpreter II	70
Educational Interpreter I	68
Employment Development Specialist	60
Senior Translator/Interpreter	58
Braille Transcriber II	56
License Vocational Nurse	56
Translator/Interpreter	56
Autism Support Provider	52
Behavioral Support Specialist	52
Braille Transcriber I	52
Student Program Facilitator	52
Career Center Technician	50
Community Relations Facilitator	48
Swimming Pool Facilitator	48

\*AVID Program Assistant \$13.70

**PARAPROFESSIONAL TITLES**

Campus Assistant	46
Computer Lab Facilitator	46
Educational Transcriber	46
Instr. Asst - Special Ed./Transition	46
Instructional Health Care Assistant	46
Vocational Education Technician - Musical Instrument Accompanist	46
Instr. Asst - Special Ed./Visually Impaired	44
Instr. Asst - American Sign Language	44
Testing Assistant - Bilingual	44
Instructional Assistant	42
Instructional Assistant - Bilingual	42
Instructional Assistant - Children's Center	42
Instructional Assistant - Special Education	42
Transportation Attendant	40

\*Eligible employees will receive anniversary merit increments after completing 10, 13, 16, 20, and 25 years of service with the district effective on their anniversary month. This date may be adjusted for partial months and/or leaves of absence.

If an employee of the unit is moved to a higher classification within the unit, the employee shall be placed on the step of the higher classification reflecting not less than a 6% salary increase, or the highest step of the classification, whichever is the lesser of the two.

A night shift differential or approximately 2 1/2% shall be provided an employee if any of his/her regular hours occur between 6:00 PM and 4:30 AM.

Any unit member whose regular workshift requires him/her to be regularly assigned to more than one (1) school site shall receive an additional shift differential of approximately 5%. Any unit member who is assigned to a split site work day for more than two days per week shall receive a differential of 5% for all hours worked.





**INSTRUCTIONAL ASSISTANT - SPECIAL EDUCATION****Purpose Statement**

Under the direction of an assigned administrator assists in the supervision, care and instruction of special needs students in the regular classroom or in a self-contained classroom; assists in implementing plans for instruction; and performs a variety of clerical support duties related to classroom and program activities. Incumbents may be assigned to a program, classroom, or to assist specific students.

**Essential Functions**

- Assists the classroom teacher by instructing students in a variety of activities in individual and group settings (e.g. academic subjects, social skills, daily living skills, etc.) for the purpose of reinforcing instructional objectives, implementing plans for redemption of students deficiencies in accordance with students individual educational program goals and ensuring students success in school.
- Administers tests, homework, make-up work, etc. for the purpose of assisting teacher in evaluating students' progress and/or recognizing the individual needs of the students.
- Assists in adapting classroom activities, assignments and/or materials under the direction of the teacher for the purpose of providing an opportunity for all special education students to participate in classroom activities.
- Assists classroom teacher with a variety of tasks (e.g. art projects, reading out loud, classroom rules, coordinating group work projects, supervising students, etc.) for the purpose of providing support while maintaining an environment conducive to learning.
- Assists in the implementation of behavioral plans designed by IEP team for students with behavior disorders or other conditions for the purpose of assisting in meeting special education students' needs and providing a consistent environment.
- Consults with teacher/s (special education and/or mainstream teacher) on a regular basis for the purpose of assisting in evaluating special education student progress and/or implementing IEP's objectives.
- Maintains instructional materials and/or manual and electronic files and records (e.g. adapting instructional materials, checking papers, set up adapted projects, etc.) for the purpose of documenting activities, providing an up to date reference and audit trail.
- Monitors supplies, materials, and other classroom needs for the purpose of order preparation.
- Assists students with developing social and communication skills as directed.
- Participates in a variety of meetings, workshops, seminars, training, conferences, etc. for the purpose of conveying and/or gathering information required to perform job functions.
- Monitors students during assigned periods within a variety of school environments (e.g. rest rooms, playgrounds, hallways, bus loading zones, cafeteria, parking lots, etc.) for the purpose of providing a safe and positive learning environment.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

**Job Requirements: Minimum Qualifications****Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, non-technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: adhering to safety practices; operating standard office equipment including using pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; understand written procedures, write routine documents, and speak clearly; and understand complex, multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: instructional procedures and practices; age appropriate student activities; safety practices and procedures; conflict resolution; and stages of child development/ behavior.

ABILITY is required to schedule activities; gather and/or collate data; and use basic, job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize job-related equipment. In working with others, problem solving is required to identify issues and create action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is limited. Specific abilities required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups; maintaining confidentiality; working as part of a team; and working with constant interruptions.

### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 30% sitting, 35% walking, and 35% standing. The job is performed under some hazardous conditions.

### **Education/Experience**

Any combination equivalent to High School diploma or equivalent and one year of job related experience.

### **Required Testing**

Pre-employment Proficiency Test or 48 college credits.

### **Continuing Educ./Training**

None Specified

### **Certificates & Licenses**

None Specified

### **Clearances**

Pre-placement Physical Exam; TB Clearance; and Criminal Justice Fingerprint/Background Clearance.

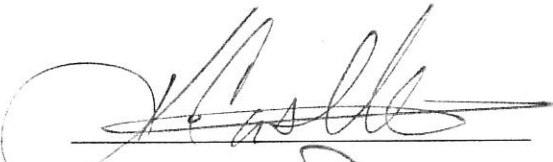
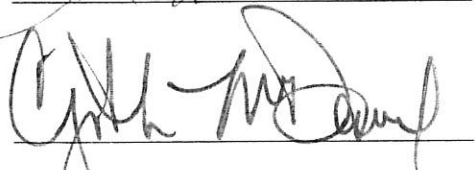
*"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person group with one or more of these actual or perceived characteristics." SUHSD Board Policy 0410*

Paraprofessional Job Description

Adopted by BOT 2/19/13

Revised XXXXXX

Salary Range: 42

CSEA

Scott W. Hunter 4/25/17



SUHSD

**INSTRUCTIONAL HEALTH CARE ASSISTANT****Purpose Statement**

Under the direction of an assigned administrator, assists in the supervision and instruction of severely special needs students; observes and documents student progress; implements plans for instruction; and assists students by providing for special health care needs. Incumbents may be assigned to a program, classroom, or to assist specific students.

**Essential Functions**


- Assists the classroom teacher in the implementation of academic instruction for individuals or small groups (e.g. cooking, independent living skills, math, reading, spelling, music, etc.) for the purpose of meeting learning goals, as described by an IEP and/or district benchmarks.
- Assists the classroom teacher in adapting classroom activities, assignments and/or materials as directed for the purpose of providing an opportunity for all severely special needs students performing at different learning levels and/or with different functional limitations to participate in instructional programs.
- Assists in meeting the special needs of assigned students, including toileting, positioning and monitoring health conditions; provides assistance and self-help training in grooming, brushing teeth, toilet training and changing diapers.
- Administers daily living care, healthcare assistance (e.g. utilize gastronomy suctioning equipment, excluding medication) perform CPR, for the purpose of providing appropriate care and/or developing children's daily living activities and behavioral skills.
- Assists students in completing classroom assignments, homework and projects; assure students understanding of classroom rules and procedures; assists in implementing behavior modification programs; restrain students as necessary; reports progress regarding student performance and behavior for the purpose of maintaining accurate records, and ensuring good information being passed to the students.
- Confers with teachers for the purpose of conveying and/or gathering information required to perform job functions.
- Maintains instructional materials and/or manual and electronic files and records (e.g. adapted instructional materials, checking papers, attendance, audio visual equipment, set up art/science projects, etc.) for the purpose of documenting activities.
- Monitors severely special needs student(s) (e.g. lunch, bus stops, classroom, field trips, public transportation, assemblies, kitchen, etc.) for the purpose of providing a safe and positive learning environment.
- Supervises individuals or small groups assigned to community-based vocational training or employment; trains and coaches students regarding the tasks associated with the training or employment assignment; provides ongoing guidance and technical assistance to students as indicated.
- Supervises individuals or small groups using public transportation or walking to vocational and/or community-based instruction. Assist with "travel training" students new to public transportation. Confers with teacher for the purpose of conveying and/or gathering information required to assist students' gaining independence in the community.
- Independently monitors students in a variety of environments (e.g., lunch or break areas, rest rooms, parking areas), at school and in the community, for the purpose of ensuring a safe and positive learning environment.
- Participates in a variety of meetings, program workshops, trainings, etc. for the purpose of conveying and/or gathering information required to perform job functions.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

**Job Requirements: Minimum Qualifications****Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, non-technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: preparing and maintaining accurate records; operating standard office equipment.



KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge required to satisfactorily perform the functions of the job includes: concepts of grammar and punctuation; age appropriate activities; assist in meeting the special needs of assigned student, including feeding, lavatory use, positioning and monitoring health conditions; and operate standard office and classroom equipment including a computer and assigned software.

ABILITY is required to schedule activities and/or meetings; gather and/or collate data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with similar types of data; and utilize a variety of job-related equipment. In working with others, problem solving is required to identify issues and implement action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific abilities required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups; maintaining confidentiality; working as part of a team; and working with constant interruptions.

### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 20% sitting, 40% walking, and 40% standing. The job is performed under some hazardous conditions.

### **Education/Experience**

Any combination equivalent to High School diploma or equivalent and one year of job related experience.

### **Required Testing**

Pre-employment Proficiency Test or 48 college credits.

### **Certificates & Licenses**

CPR Certificate; Valid CA Driver's License may be required.

### **Continuing Educ./Training**

CPR Certification

### **Clearances**

Pre-placement Physical Exam; TB Clearance; and Criminal Justice Fingerprint/Background Clearance.

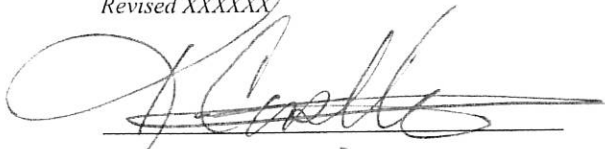
*"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person group with one or more of these actual or perceived characteristics." SUHSD Board Policy 0410*

Paraprofessional Job Description

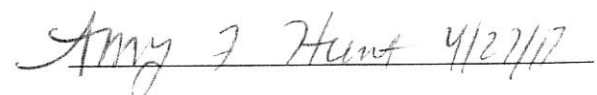
Salary Range: 46

Adopted by BOT 2/19/13

Revised XXXXXX




CSEA

SUHSD

**INSTRUCTIONAL ASSISTANT - SPECIAL EDUCATION/VISUALLY IMPAIRED****Purpose Statement**

Under the direction of an assigned supervisor or certificated teacher; assists in the supervision and instruction of special education students who are visually impaired; assists in implementing plans for instruction; transcribes educational materials into alternative format (Braille, large print, tape etc.) for visually impaired students; provides information and/or clerical support as needed; and maintains materials, supplies, and/or equipment inventory for teachers and students.

**Essential Functions**

- Assists the classroom teacher in instructing students in a variety of activities in individual and group settings (e.g. academic subjects, social skills, daily living skills, etc.) for the purpose of reinforcing instructional objectives, implement plans for redemption of students deficiencies in accordance with students individual educational program goals and ensuring students success in school.
- Interlines Braille copy for the purpose of providing a transcription of Braille materials for use by sighted persons.
- Transcribes educational materials into appropriate method (e.g. Braille, large print, etc.) for the purpose of providing educational materials for visually impaired students in the appropriate format.
- Obtains transcribed documents, planed transcribed documents, and other material (e.g. text books, classroom assignments, projects, etc.) for the purpose of materials being transcribed into Braille for re-circulation.
- Generates reverse translation for the purpose of providing transcription for use by sighted persons.
- Assists in the implementation of instructional programs in accordance with lesson plans for the purpose of assisting the teacher in improving students' academic success through a defined course of study.
- Supports assigned staff and administrators by assisting with clerical tasks (e.g. filing, copying, answering phones, etc.) for the purpose of ensuring the orderly operations of the Visually Impaired Program.
- Repairs alternate format materials (e.g. recopy, replace pages, etc.) for the purpose of providing educational materials conducive to learning for visually impaired students.
- Maintains instructional materials and/or manual and electronic student files and records (e.g. adapting instructional materials, checking papers, attendance, set up adapted projects, etc.) for the purpose of documenting activities, providing an up to date reference and audit trail.
- Participates a variety of meetings, workshops, seminars, training, conferences, etc. for the purpose of conveying and/or gathering information required to perform job functions.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

**Job Requirements: Minimum Qualifications****Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating equipment used in profession including large print copier; operating standard office equipment and assistive technology; performing standard clerical procedures; and utilizing pertinent software.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: Braille (Literary and Nemeth) Codes; Braille transcribing; office methods and practices; and concepts of grammar and punctuation.

ABILITY is required to schedule activities and/or meetings; gather and/or collate data; and consider a variety of factors when using equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with a variety of data; and utilize job-related equipment. In working with others, independent problem solving is required to analyze issues and create action plans.



Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited. Specific abilities required to satisfactorily perform the functions of the job include: being attentive to detail; meeting deadlines and schedules; and establishing and maintaining effective working relationships.

**Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, and 10% standing. This job is performed in a generally clean and healthy environment.

**Education/Experience**

Any combination equivalent to High School diploma or equivalent and one year of job related experience.

**Required Testing**

Pre-employment Proficiency Test or 48 college credits.

**Certificates & Licenses**

Valid certification of Braille competency issued by The Hadley School for the Blind or equivalent.

**Continuing Educ./Training**

None Specified

**Clearances**

Pre-placement Physical Exam; TB Clearance; and Criminal Justice Fingerprint/Background Clearance.

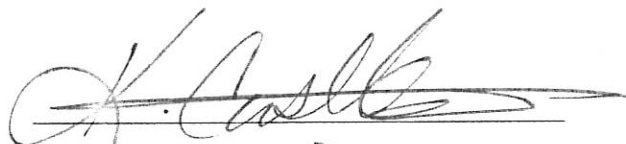
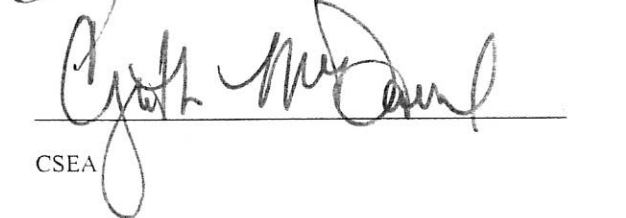

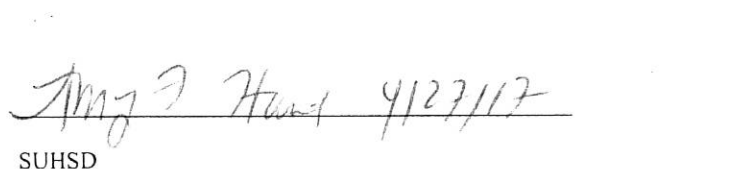
*"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person group with one or more of these actual or perceived characteristics." SUHSD Board Policy 0410*

Paraprofessional Job Description

Salary Range: 44

Adopted by BOT 2/19/13

Revised XXXXXX

  
  
CSEA  
  
SUHSD

**EDUCATIONAL INTERPRETER I****Purpose Statement**

Under the direction of assigned supervisor, provides voice to sign and sign to voice support; facilitates communication between students, teachers and parents in manual and/or oral interpreting; provides input into the evaluation of students' progress; and serves as a resource to other school personnel requiring assistance with deaf and hard of hearing persons.

**Essential Functions**

- Interprets adapted classroom work/homework/assessment instruments under the direction of certificated staff for the purpose of providing voice to sign and sign to voice support and/or reinforcing classroom objectives.
- Facilitates communication between students teachers and parents through the use of American Sign Language (e.g. voice to sign and sign to voice) for the purpose of assisting students, teachers and parents in communicating effectively as presented by the speaker to facilitate classroom instruction.
- Interprets for individual students, (e.g. classroom, library, recess, hallways, lunch, grounds, etc.) for the purpose of providing a safe and positive learning environment.
- Interprets for students and/or adults for the purpose of providing communication between voice to sign and sign to voice.
- Orally-interprets spoken words of hearing impaired student(s) (e.g. if student has limited speech) for the purpose of clarifying classroom instruction and/or responding to classroom activities.
- Provides teachers with input for the purpose of assisting in evaluation of students' progress and/or students' objectives.
- Assesses classroom, assembly hall, and other room setups (e.g. noise level, visibility, etc.) for the purpose of ensuring proper setup to facilitate hearing impaired students' learning.
- Confers with teachers for the purpose of assisting in evaluation of students' progress and/or implementing students' objectives.
- Attends, when necessary, Individual Education Program (IEP) meetings with assigned student(s) for the purpose of providing necessary input into the evaluation of students' progress and/or implementing students' objectives.
- Identifies unusual problems for the purpose of notification to the teachers and case carriers.
- Interprets for students during tutoring for the purpose of academic support.
- Participates in a variety of meetings, program workshops, seminars, conferences, trainings, etc. for the purpose of conveying and/or gathering information required to perform job functions.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

**Job Requirements: Minimum Qualifications****Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: orally interpret using designated methodology; and plan and organize work.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and solve practical problems. Specific knowledge required to satisfactorily perform the functions of the job includes: stages of child development, as it relates to sign language; and interpret/voice interpret accurately.

ABILITY is required to schedule activities and/or meetings; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to

work with a significant diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize a variety of job-related equipment. In working with others, problem solving is required to identify issues and create action plans. Problem solving with data requires analysis based on organizational objectives; and problem solving with equipment is moderate. Specific abilities required to satisfactorily perform the functions of the job include: maintaining confidentiality; working as part of a team; establish and maintain effective working relationships with others; and meet schedules and time lines.

**Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, and 10% standing. The job is performed under minimal temperature variations and some hazardous conditions.

**Education/Experience**

Any combination equivalent to High School diploma or equivalent and job related training and experience.

**Required Testing**

Pre-Employment Proficiency Test or 48 college credits

**Continuing Educ./Training**

None Specified

**Certificates & Licenses**

Certification at Level 4.0 or above on Educational Interpreter Performance Assessment (EIPA)

**Clearances**

Pre-placement Physical Exam; TB Clearance; and Criminal Justice Fingerprint/Background Clearance.

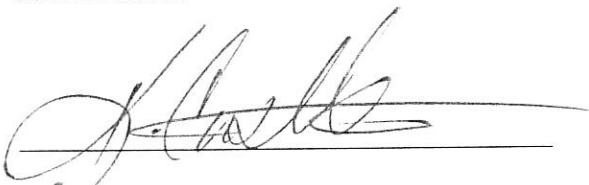
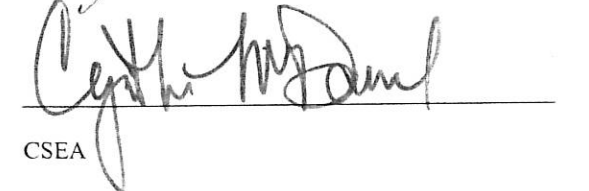
*"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person group with one or more of these actual or perceived characteristics." SUHSD Board Policy 0410*

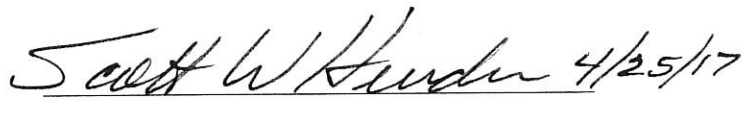
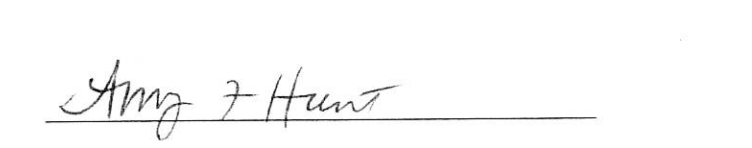
Paraprofessional Job Description

Salary Range: 68

Adopted by BOT 2/19/13

Revised XXXXXX

  
  
CSEA

  
  
SUHSD



**EDUCATIONAL INTERPRETER II****Purpose Statement**

Under direction of assigned supervisor, assists in the instruction or supervision of hearing impaired students; provides voice to sign and sign to voice support; facilitates communication between students, teachers and parents in manual and/or oral interpreting; provides content/concept expansion and/or explanation for pupils in need of special help; and serves as a resource to other school personnel requiring assistance with hearing impaired persons.

**Essential Functions**

- Translates verbal communication for the purpose of assisting students, teachers and parents in communicating effectively between voice to sign and sign to voice. Provides content/concept expansion and /or explanation for pupils in need of special help.
- Interprets adapted classroom work/homework/assessment instruments under the direction of certificated staff for the purpose of providing voice to sign and sign to voice support and/or reinforcing classroom objectives.
- Facilitates communication between students teachers and parents through the use of American Sign Language (e.g. voice to sign and sign to voice, etc.) for the purpose of assisting students, teachers and parents in communicating effectively as presented by the speaker to facilitate classroom instruction.
- Interprets for individual students, (e.g. classroom, library, recess, hallways, lunch, grounds, etc.) for the purpose of providing a safe and positive learning environment.
- Interprets for students and/or adults for the purpose of providing communication between voice to sign and sign to voice.
- Orally-interprets spoken words of hearing impaired student(s) (e.g. if student has limited speech, etc.) for the purpose of facilitating classroom instruction of the hearing impaired student(s).
- Provides teachers with input for the purpose of assisting in evaluation of students' progress and/or students' objectives.
- Assesses classroom, assembly hall, and other room setups (e.g. noise level, visibility, etc.) for the purpose of ensuring proper setup to facilitate hearing impaired students' learning.
- Confers with teachers for the purpose of assisting in evaluation of students' progress and/or implementing students' objectives.
- Attends, when necessary, Individual Education Program (IEP) meetings with assigned student(s) for the purpose of providing necessary input into the evaluation of students' progress and/or implementing/modifying students' objectives through the conversion of conversation to American Sign Language.
- Identifies unusual problems for the purpose of notification to the teachers and case carriers.
- Interprets for students during tutoring for the purpose of academic support.
- Participates in a variety of meetings, program workshops, seminars, conferences, training's, etc. for the purpose of conveying and/or gathering information required to perform job functions.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

**Job Requirements: Minimum Qualifications****Skills, Knowledge and Abilities**

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: preparing and maintaining accurate records; and aural/oral techniques and/or cued speech, oral interpreting methodologies and techniques, and hearing aids.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to

define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes: Instructional / tutorial procedures.

ABILITY is required to schedule activities, meetings, and/or events; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize job-related equipment. In working with others, problem solving is required to identify issues and create action plans. Problem solving with data requires analysis based on organizational objectives; and problem solving with equipment is moderate. Specific abilities required to satisfactorily perform the functions of the job include: maintaining confidentiality; working as part of a team; and meeting deadlines and schedules.

### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 80% sitting, 10% walking, and 10% standing. The job is performed under some hazardous conditions.

### **Education/Experience**

Any combination equivalent to High School diploma or equivalent and one year of job related experience.

### **Required Testing**

Pre-Employment Proficiency Test or 48 college credits

### **Certificates & Licenses**

Certification at Level 4.5 on Educational Interpreter Performance Assessment (EIPA).

### **Continuing Educ./Training**

None Specified

### **Clearances**

Pre-placement Physical Exam; TB Clearance; and Criminal Justice Fingerprint/Background Clearance.

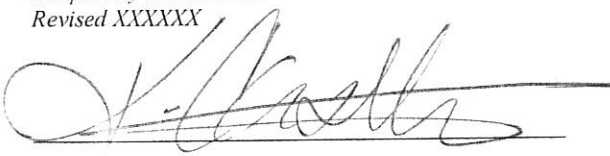
"Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person group with one or more of these actual or perceived characteristics." SUHSD Board Policy 0410

Paraprofessional Job Description

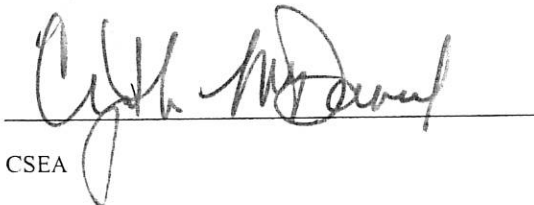
Salary Range: 70

Adopted by BOT 2/19/13

Revised XXXXXX



*Scott W. Hender 4/24/17*



CSEA

*Amy Z. Hender 4/27/17*

SUHSD

**INSTRUCTIONAL ASSISTANT - SPECIAL EDUCATION/AMERICAN SIGN LANGUAGE****Purpose Statement**

Under the direction of an assigned supervisor or certificated teacher, assists in the supervision, care and instruction of special education students who are deaf and/or hard of hearing; assists in implementing plans for instruction; performs a variety of clerical support duties related to classroom and program activities; and communicates with students and/or staff through American Sign Language. Incumbents may be assigned to a program, classroom, or to assist specific students.

**Essential Functions**

- Interprets for hearing-impaired students, staff, parents, adults and others (e.g. voice to sign/sign to voice in more than one sign language system, etc.) for the purpose of providing communication between voice to sign and sign to voice.
- Reverse-interprets spoken words of hearing impaired student(s) (e.g. if student has limited speech, etc.) for the purpose of facilitating classroom instruction of the hearing impaired student(s).
- Provides American Sign Language interpretation for group meetings for the purpose of providing content understanding to hearing impaired participants.
- Assists the classroom teacher in instructing student(s) in a variety of activities in individual and group settings (e.g. academic subjects, social skills, daily living skills, etc.) for the purpose of reinforcing instructional objectives, implementing plans for redemption of student(s) deficiencies in accordance with student(s) individual educational program (IEP) goals, and ensuring student(s) success in school.
- Assists the classroom teacher in the implementation of instructional programs in accordance with lesson plans for the purpose of improving students' academic success through a defined course of study.
- Assists the classroom teacher to adapt classroom work for the purpose of providing a method to support and/or reinforce lesson plans.
- Monitors students in a variety of settings (e.g. classroom, library, playground activities, buses, etc.) for the purpose of providing a safe and positive learning environment.
- Confers with teachers, and/or appropriate community agency personnel for the purpose of assisting in evaluation of students' progress and/or implementing students' objectives.
- Responds to a variety of inquiries (e.g. teachers, students, parents, etc.) for the purpose of providing necessary information as may be required.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

**Job Requirements: Minimum Qualifications****Skills, Knowledge, and Abilities**

SKILLS are required to perform single, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: interpreting for hard of hearing students using American Sign Language (voice to sign and sign to voice); adhering to safety practices; operating standard office equipment including using pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: instructional procedures and practices; age appropriate student activities; safety practices and procedures; conflict resolution; and stages of child development/ behavior.

ABILITY is required to work as a team player, accept a variety of interpreting assignments at different locations when assigned, and support the development of student(s) language, communication, self-advocacy, and other developmental needs in collaboration with other educational team members. Ability to schedule activities and/or meetings; gather and/or collate data using job-related equipment. Flexibility is required to work with others in a variety of circumstances; to work with a diversity of individuals and/or groups; and utilize a variety of job-related equipment. Specific abilities required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups; maintaining confidentiality; working as part of a team; and working with constant interruptions.

**Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 30% sitting, 35% walking, and 35% standing. The job is performed under some hazardous conditions.

**Education/Experience**

Any combination equivalent to High School diploma or equivalent and one year of job related experience.

**Required Testing**

Pre-employment Proficiency Test or 48 college credits.

**Certificates & Licenses**

SUHS American Sign Language Assessment  
(Minimum score of 2: Average)

**Continuing Educ./Training**

None Specified

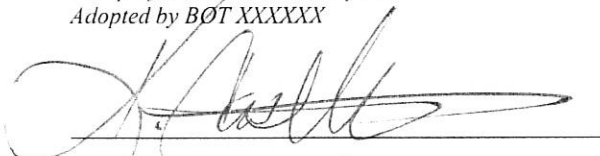
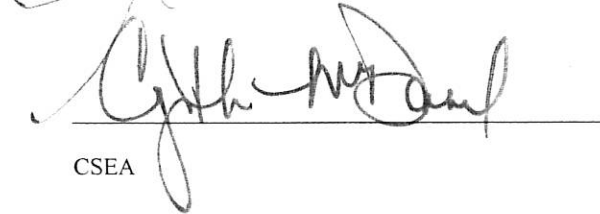

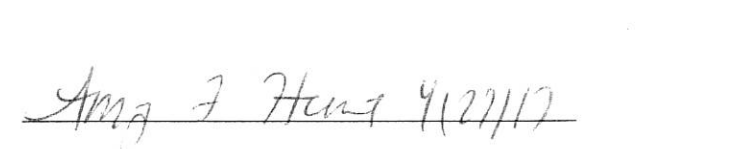
**Clearances**

Pre-placement Physical Exam; TB Clearance; and  
Criminal Justice Fingerprint/Background  
Clearance.

*Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person group with one or more of these actual or perceived characteristics." SUHSD Board Policy 0410*

Paraprofessional Job Description  
Adopted by BOT XXXXXX

Salary Range: 44

  
  
CSEA  
  
SUHSD

**SWEETWATER UNION HIGH SCHOOL DISTRICT  
AMERICAN SIGN LANGUAGE (ASL) ASSESSMENT FORM**

Candidate's Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**DIRECTIONS:** You are requested to rate each candidate's ability to communicate using American Sign Language (ASL). Immediately after the assessment, rate the candidate's ability by marking the rating grid below

- 4 = High                      Candidate demonstrated an excellent command of Sign Language skills. Could be expected to communicate effectively with hearing impaired individuals with no direct supervision and review.
- 3 = Above Average              Candidate demonstrated an above average ability in Sign Language skills. Could be expected to communicate effectively with hearing impaired individuals with little direct supervision and review.
- 2 = Average                      Candidate demonstrated an average ability in Sign Language skills. Could be expected to communicate effectively with hearing impaired individuals with some direct supervision and review.
- 1 = Below Average              Candidate demonstrated insufficient ability in Sign Language skills. Would be unable to communicate effectively with hearing impaired individuals without substantial direct supervision and review.
- 0 = Low                      Candidate did not demonstrate proficiency in Sign Language skills. Would be unable to communicate effectively with hearing impaired individuals without extensive direct supervision and review.

	4- High	3-Above Avg.	2- Average	1-Below Ave.	0-Low
<b>Signing Fluency Skills</b>					

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date Tested: \_\_\_\_\_

## Sweetwater Union High School District American Sign Language (ASL) Assessment

The purpose of this performance test is to allow the employee to demonstrate his/her sign language skills. The fluency of these skills will be evaluated and recorded on the American Sign Language Assessment Form and submitted to Human Resources.

Directions: Ask the employee to answer the following questions using American Sign Language for all responses.

1. Tell me about your background.
  2. How/where/when did you learn to use sign language?
  3. What difficulties do you believe are faced by a student that is deaf and/or hard of hearing?
  4. What do you feel are the assets you bring to your work site when using your sign language skills?
-

**AUTISM SUPPORT PROVIDER****Purpose Statement**

Under the direction of the Director of Special Services, the job of Autism Support Provider is done for the purpose/s of providing consultative and direct support to staff, particularly paraprofessional staff, working with students with autism. Observation of and direct services to students with autism is also within the scope of this position. The Autism Support Provider functions as member of the Special Services Autism Team, which is comprised of classified, certificated, and management-level staff.

**Essential Functions**

- Observes and records targeted student behavior using data collection tools, both in paper and electronic format. Instructs, demonstrates and coaches staff, particularly paraprofessional staff, on effective monitoring and recording of student behavior. Provides summary information to classroom teacher.
- Implements and models the implementation of behavior support plans and/or sensory protocol. Provides input into the design and revision of behavior support plans as part of a multidisciplinary team.
- Provides direct support to staff, particularly paraprofessional staff, in regard to effective response to issues of behavior, sensory and/or social interactions. Independently manages schedule of site interventions.
- Participates in Autism Team meetings, during which the status of cases is reviewed and new cases are assigned. Participates in events and presentations sponsored by the Autism Team.
- Participates in student Individual Education Plan (IEP) meetings as needed. Creates customized data sheets based on IEP goals.
- Plans, prepares, and conducts professional development for other school professionals on topics related to autism and autism support.
- Understands the use and function of sensory supports and devices and designs/creates customized supports (e.g., token awards, visual supports, sensory items, etc.) specific to individual students.
- Represents the interests of the role of paraprofessionals in serving students with autism.
- Provides information and support to special education and general education staff regarding classroom environment and social interactions responsive to the needs of students with autism.
- Assists with centralizing the documentation and tracking of Autism Team referrals, assessments and interventions. Performs record keeping and clerical functions (e.g., copying, creating student materials, etc.) for the purpose of supporting the Autism Team.
- Maintains the confidentiality of student records and information.
- After certification as a trainer, co-leads assault crisis training (Non-violent Crisis Intervention or equivalent) for special education staff.
- Participates in a variety of workshops, seminars, training, conferences, etc. for the purpose of staying current and/or gathering new information required to perform job functions.

**Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the Autism Team.

**Job Requirements: Minimum Qualifications****Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, non-technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include:

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operating standard office equipment using pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read and interpret summary charts; write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge required to satisfactorily perform the function of the job includes: concepts of grammar and punctuation; age appropriate activities; recognition of instructionally-appropriate classroom activities for students with autism; facility with the common features of students with autism, including an understanding of effective behavior interventions and sensory supports.

ABILITY is required to schedule activities and/or meetings; gather and/or collate data; and use job-related equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined and similar processes, both on paper and electronically; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with similar types of data; and utilize a variety of job-related equipment. In working with others, problem solving is required to identify issues and implement action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited to moderate. Specific abilities required to satisfactorily perform the function of the job include: Adapting to changing work priorities; communicating with diverse groups; maintaining confidentiality; working as part of a team; working with constant interruptions; and identification of salient features of students with autism, including the documentation and recording of related behaviors, and charting/graphing summary information for later analysis.

### Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: light to moderate lifting, carrying, pushing and/or pulling; climbing and balancing; stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally, the job requires 40% sitting, 20% walking, and 40% standing. The job is performed under some hazardous conditions.

### Education/Experience

Any combination equivalent to High School diploma or equivalent, and two years of job related experience.  
Evidence of a minimum of 40 hours of training specific to students with autism and/or behavior intervention.  
Evidence of recent completion of an assault crisis training program (e.g., PRO-ACT, NCI or equivalent).

### Required Testing

Pre-employment Proficiency Test or 48 college credits

### Certificates and Licenses

Ability to earn Non-violent Crisis Intervention trainer certification.

Valid California Driver's License/Evidence of Insurability.

### Continuing Education/Training

Maintain certification in Non-violent Crisis Intervention;  
Maintain 20 hours of autism-related training per year

### Clearances

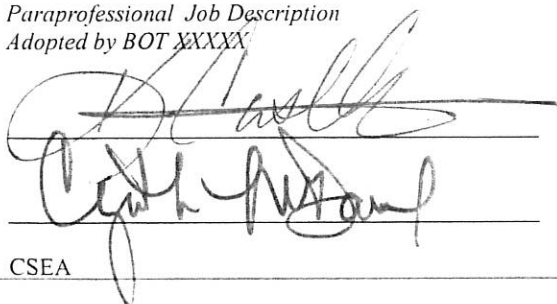
Pre-Placement Physical Exam; TB Clearance;  
and Criminal Justice Fingerprint/Background Clearance.

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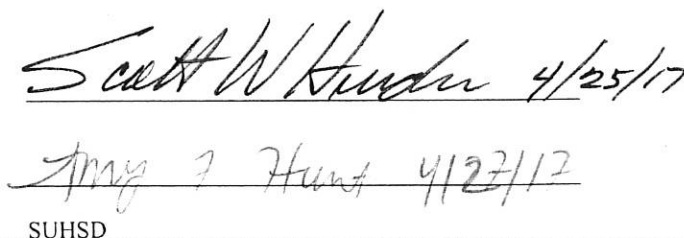
Paraprofessional Job Description

Adopted by BOT XXXXX


Salary Range 52



CSEA



Scott W. Hunter 4/25/17



Amy J. Hunt 4/23/17

SUHSD



**BEHAVIORAL SUPPORT SPECIALIST****Purpose Statement**

Under the direction of assigned supervisor, assists in behavior support in specialized instructional programs; assists in implementing a behavior support plan as described in the Individualized Education Program (IEP), assists in behavioral data collection; assists in implementing, and training staff in the use of positive behavior support and intervention techniques.

**Essential Function**

- Receives referrals from school psychologist regarding students with behavioral concerns; assesses behavior functioning utilizing information from current and past psychoeducational evaluations, mental health or social emotional assessments completed by outside agencies, individual history, and performs direct observations in order to identify and recommend appropriate behavior intervention strategies.
- Conducts follow-up observations of student interactions and learning environments; assist classroom teachers to assess the effectiveness of behavior support systems to promote student success; provides feedback to teachers and administrators.
- Prepares and maintains detailed case records, notes and reports related to assigned students and activities; monitors status of referrals from school sites; maintains confidentiality of sensitive and privileged information.
- Provides individual or small group support to pupils according to established specialized instructional programs.
- Assists with data collection (observation of behaviors, tracking, interviews with parents, staff and students).
- Assists with the development and implementation of positive behavioral supports as part of the individual education plan (IEP) process.
- Assists in staff trainings dealing with data collection, the use of positive behavior supports and intervention techniques.
- Determines when students require individualized behavioral attention during class time and supervise/intervene accordingly.
- Monitors student progress and makes recommendations for ongoing service as appropriate.
- Participates in the Individual Education Plan (IEP) process: attends IEP meetings as requested; provides recommendations for IEP goals related to behavior issues; serves on Student Study Teams as requested by school site personnel.
- Provides training to staff regarding the use of non-violent crisis intervention and behavior intervention techniques; participates in the development of training materials; arranges for equipment and materials for trainings.
- Assists in providing in-service training and makes presentations to parents, students and/or district staff.
- Assists in the development of training material and manuals.
- Gathers, compiles, and prepares data for statistical and operational reports.
- Contacts district staff, parents, and other agencies as directed.
- Travels to school sites as required; maintains regular contact with school psychologist and/or assigned special education staff.
- Attends professional development meetings/conferences as assigned to maintain current knowledge of developments in the field of behavior intervention.
- Confers with teachers, administrators and other District staff to develop effective behavior intervention plans and

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behavior contracts for individual students; assure plans and contracts reward performance of desired behaviors and completion of tasks with tangible or external reinforcement.

- Meet with groups of identified at-risk students at school sites; confer with parents and conduct parent education trainings related to behavioral and discipline issues.

### **Other Functions**

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work unit.

### **Job Requirements: Minimum Qualifications**

#### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, non-technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: Communication, presentation, and interpersonal skills; Organization, time management, and follow-up skills; data collection and documentation; operating standard office equipment including pertinent software applications; and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; concepts of grammar and punctuation to read and write documents following prescribed formats, and/or present information to others; understand complex, multi-step written and oral instructions. Specific knowledge is required to satisfactorily perform the functions of the job including knowledge of federal and state laws and regulations, as well as district policies, rules procedure and guidelines; stages of child development and learning styles, age appropriate activities, current and professional behavior consultation and behavior modification skills and techniques.

ABILITY is required to work independently with minimal supervision or direction; work in an environment subject to constant interruptions. Flexibility is required to work with others in a variety of circumstances; to write clearly, persuasively, and interact effectively with different stakeholders; to provide written and oral communication and/or presentations. Ability is also required to work with a wide diversity of individuals; work in collaboration with assigned certificated/classified personnel; work with a variety of data; and utilize job-related equipment. Ability to maintain confidentiality; observe and report student behavior and progress according to approved policies and procedures.

#### **Working Environment**

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; frequent stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 30% sitting, 35% walking, and 35% standing. The job is performed under some hazardous conditions.

#### **Education/Experience**

Combination of training, experience, and/or education equivalent to the completion of college-level courses in psychology, special education, or related field and three years of related experience.

#### **Required Testing**

Pre-employment Proficiency Test or 48 college credits.

#### **Certificates & Licenses**

Valid CA Driver's License

\*Availability of private transportation –  
mileage expense allowance provided  
CPR Certification

#### **Continuing Educ./Training**

None Specified

#### **Clearances**

Pre-employment Physical Exam;  
TB Clearance, and Criminal Justice  
Fingerprint/Background Clearance.

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J. C. [Signature]

Scott W. Hunter 4/25/17

Cytha M. [Signature]  
CSEA

Amy F. Hunt 4/27/17  
SUHSD



**June 12, 2017**

**Board Item - M.-1.**

**Issue:**

Accept Bid and Award Contract.

**Superintendent's Recommendation:**

Accept Bid #67-2622-AM and award Contract for L Street HVAC (Heating, Ventilation and Air Conditioning) 2, 680 Suites A, B, and F, to Johnson Controls, Inc., for the amount of \$86,736.00.

**Analysis:**

Bid #67-2622-AM for the L Street HVAC 2, 680 Suites A, B, and F, for the removal and replacement of seven rooftop package units on the commercial building which houses tenants Harbor Freight and NAPA Auto Parts, and district offices including the Professional Development Office. Existing ductwork, electrical and plumbing to be reused for this project.

The bid was posted on DemandStar and 15 firms were notified. The bid was advertised as required by Public Contract Code Section 20112. Two bids were received on May 25, 2017 and one bid was returned for late arrival.

The lowest responsive bidder meeting the district's bid terms, conditions, and specifications is Johnson Controls, Inc.

Architect or Engineer: Henrikson Owen & Associates.  
Project Manager: Armando Murillo.



Plans and specifications for this project are available to the public at the planning and construction department.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or [moises.aguirre@sweetwaterschools.org](mailto:moises.aguirre@sweetwaterschools.org).

**Fiscal Impact:**

Expenditure of \$86,736.00, to be paid from Special Reserve Fund, Resource Code: 0000.

**ATTACHMENTS:**

Description		Type
	M-1 - L St HVAC 2 Contract BACKUP	Backup Material
	M-1 - L St HVAC 2 Sub-Contractors BACKUP	Backup Material

**DOCUMENT 00 50 00**  
**CONTRACT**

**THIS CONTRACT**, made this 13<sup>th</sup> day of June, 2017, in the County of San Diego, State of California, by and between the Sweetwater Union High School District, hereinafter called the (District), and JOHNSON CONTROLS, INC., hereinafter called the (Contractor).

**WITNESSED** that the District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1 – SCOPE OF WORK.** The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete in a worker like manner all of the work required in connection with the following titled Project and in strict compliance with the Contract Documents as specified in Article 5 below:

**BID #67-2622-AM – 680 L STREET – HVAC 2**

The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of an of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME FOR COMPLETION.** The work shall be commenced on the date stated in the District's Notice to Proceed. The work shall be completed within **15 CALENDAR DAYS** from specified in the Special Conditions, and in accordance with the project milestones included in the Special Conditions. The calendar days specified herein includes **0 DAYS** calendar days for anticipated inclement weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

In entering into this Contract, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the Project.

**ARTICLE 3 – CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

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provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of

EIGHTY SIX THOUSAND SEVEN HUNDRED THIRTY SIX 00/100 Dollars

(\$86,736.00), said sum being the total amount stipulated in the bid. Payment shall be made as set forth in the General Conditions, Document 00 72 00.

**Alternate: Coated coils in all HVAC units**

**\$7,144.00**

**District reserves the right to not award the alternate.**

**This may or may not count against base bid.**

**ARTICLE 4 – LIQUIDATED DAMAGES.** It is agreed that the Contractor will pay the District the sum of **one thousand dollars and zero cents (\$1,000.00) per calendar day** for each and every day of delay beyond the time prescribed in the Contract Documents for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under provisions of the Contract Documents.

**ARTICLE 5 – COMPONENT PARTS OF THE CONTRACT.** The agreement entered into by this Contract consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Invitation to Bid (Document 00 11 16)

Instruction to Bidders (Document 00 21 13)

Bid Form (Document 00 41 00)

Bid Bond (Document 00 43 13)

Information Required of Bidders (Document 00 43 20)

Designation of Subcontractors (Document 00 43 36)

Subcontractor Qualification Certification Form (Document 00 43 36.01)

Site-Visit Certification (Document 00 45 10)

Non-collusion Affidavit (Document 00 45 19)

~~Iran Contracting Act (Document 00 45 80)~~

Contract (Document 00 50 00)

Notice of Intent to Award (Document 00 51 00)

Notice to Proceed (Document 00 55 10)

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

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Escrow Bid Documentation (Document 00 60 40)  
Escrow Agreement in Lieu of Retention (Document 00 60 50)  
Performance Bond (Document 00 61 13.13)  
Payment Bond for Public Works (Document 00 61 13.16)  
General Conditions (Document 00 72 00)  
Special Conditions (Document 00 73 00)  
~~Hazardous Materials Procedures & Requirements (Document 00 73 15)~~  
Asbestos-Free Materials Certification (Document 00 62 20)  
Hazardous Materials Certification (Document 00 62 25)  
Lead-Based Materials Certification (Document 00 62 30)  
Recycled Content Certification (Document 00 62 34)  
~~Imported Materials Certification (Document 00 62 35)~~  
District Outreach Program & DVBE Subcontractors Certification (Document 00 62 39.50)  
Criminal Background Investigation/Fingerprinting Certification (Document 00 62 40)  
Drug-Free Workplace Certification (Document 00 62 50)  
Prevailing Wage Certification (Document 00 62 80)  
Workers Compensation Certification (Document 00 62 90)  
Insurance Policy Certificates  
Addenda No(s) 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ as issued  
Drawings, Plans, and Specifications

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6 – PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 – SUBSTITUTION OF SECURITIES.** It is understood that at the request and expense of the Contractor, the District will pay the amounts retained pursuant to these Contract

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Documents as security for the completion of the work in compliance with the requirements of Public Contract Code Section 22300.

**ARTICLE 8 – LABOR CODE PROVISIONS.** The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. Copies of that determination are available on the Department of Industrial Relations website at <http://www.dir.ca.gov>. Any interested party may obtain a copy. The successful bidder shall post a copy thereof at each job site. District hereby places the Contractor and any subcontractors on notice of the penalty provisions of Labor Code Section 1775 for failure to comply with prevailing wage laws. No bids will be accepted from a bidder who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

After April 1, 2015, all contractors and subcontractors must be registered with the Department of Industrial Relations in order to be qualified to bid on or be listed on a bid for public works projects pursuant to Labor Code Section 1725.5 and 1771.1. It is the responsibility of the Contractor to make sure that all subcontractors listed on their bids or whom they enter a subcontract are registered. Failure to do so will result in the Contractor's bid deemed non-responsive. Subcontractor not registered with the Department of Industrial Relations, will also be deemed non-responsive and will be replaced at no additional cost to the District.

**ARTICLE 9 – RECORD AUDIT.** In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 10 – CONTRACTORS' STATE LICENSE BOARD NOTICE.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, and P.O. Box 26000, Sacramento, California 95826.

**ARTICLE 11 – INDEMNIFICATION.** The District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person

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**CONTRACT**

or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Work. The Contractor shall be responsible for any damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work; provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its Board members, directors, officers, employees, agents and authorized volunteers who are directly responsible to the District.

1. Contractor shall indemnify the District, the District's Representative, the Architect and their Board members, directors, officers, employees, agents and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, the District's Representative, the Architect, or their Board members, directors, officers, employees, agents and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, the District's Representative, the Architect, or those who are directly responsible to them; and in connection therewith:
2. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
3. Contractor will promptly pay any judgment rendered against Contractor, the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers harmless there from.

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

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4. In the event the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers any and all costs and expenses incurred by the District, the District's Representative, the Architect, and their Board members, directors, officers, employees, agents and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
5. The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified hereinabove.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the above-named parties, on the day and year first above written.

**CONTRACTOR:**

**DISTRICT:**

JOHNSON CONTROLS, INC.

Contractor Name

License No. 22445

By \_\_\_\_\_

Signature of Authorized Agent/Date Signed

Alex A. Molinaroli

Print Name of Authorized Agent

Its.: Chief Executive Officer

Title of Above Agent

Federal Tax Identification No.: \_\_\_\_\_

Sweetwater Union High School District

By \_\_\_\_\_

Signature of Authorized Agent/Date Signed

Moises Aguirre

Print Name of Authorized Agent

Its. Assistant Superintendent of Facilities  
and Operations

Title of Above Agent

(Corporate Seal)

**END OF DOCUMENT**

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

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**DOCUMENT 00 43 36**  
**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4, commencing at section 4100, of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business, (b) License Number and expiration date, (c) E-Mail Address, (d) DIR Registration Number, and (e) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. No time extension will be allowed for submission of information required by this document.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, **except as authorized in the Subletting and Subcontracting Fair Practices Act.** Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

**DESIGNATION OF SUBCONTRACTORS**

00 43 36 - 1

Version 6: April 2016



**DOCUMENT 00 43 36**  
**DESIGNATION OF SUBCONTRACTORS**

**Subcontractor Name:** Bob's Crane Service **Location:** San Diego

**Portion of Work:** Crane

**License No.:** 971800 ✓ **Exp. Date:** 4/30/18 ✓

**E-Mail Address:** RShaker@bobs Crane.com

**DIR Registration No.** 1000008256 ✓

**Subcontractor Name:** San Diego Air Balance Co, Inc **Location:** San Diego

**Portion of Work:** Air balance

**License No.:** 763259 ✓ **Exp. Date:** 5/31/19 ✓

**E-Mail Address:** mail@sandiegoairbalance.com

**DIR Registration No.** 1000007182 ✓

**Subcontractor Name:** Machado Environmental **Location:** San Diego

**Portion of Work:** Duct cleaning

**License No.:** 719286 ✓ **Exp. Date:** 2/28/18 ✓

**E-Mail Address:** info@machadoair.com

**DIR Registration No.** 1000023210 ✓

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

DESIGNATION OF SUBCONTRACTORS

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Version 6: April 2016

**DOCUMENT 00 43 36**  
**DESIGNATION OF SUBCONTRACTORS**

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_

**License No.:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**DIR Registration No.** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_

**License No.:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**DIR Registration No.** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_

**License No.:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**DIR Registration No.** \_\_\_\_\_

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

DESIGNATION OF SUBCONTRACTORS

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**DOCUMENT 00 43 36**  
**DESIGNATION OF SUBCONTRACTORS**

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_

**License No.:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**DIR Registration No.** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Portion of Work:** \_\_\_\_\_

**License No.:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**DIR Registration No.** \_\_\_\_\_

**\*Bidders to copy extra pages if needed**

**Date:** 5.25.17

**Proper Name of Bidder:** Johnson Controls

**Signature:** 

**Print Name:** Archibald Makatini

**Title:** Branch General Manager

**END OF DOCUMENT**

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

DESIGNATION OF SUBCONTRACTORS

00 43 36 - 4

Version 6: April 2016



**June 12, 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](mailto:moises.aguirre@sweetwaterschools.org).

**Fiscal Impact:**

Total expenditure of \$67,380.00.

Expenditure of \$38,880.00, to be paid from the County Schools Facilities Fund, Resource Code: 7777; \$22,000.00, from Proposition O Bond Sale 2, Resource Code: 0220; and \$6,500.00, from Deferred Maintenance, Resource Code: 0915.

**ATTACHMENTS:**

Description	Type
❏ M-2 pg 2- SUMMARY	Backup Material
❏ M-2 Backup	Backup Material
❏ CI - BVM Site Master Plan - Webb Cleff Architecture & Engineering	Backup Material
❏ CI - CPH_SOH Bleachers	Backup Material





APPROVE or RATIFY NEW CONTRACTS

Action	Project Site & Details	Consultant	Services	Amount	Funding Source [1]	Project Manager	Page
Approve	BVM Site Master Plan	Webb Cleff Architecture & Engineering, Inc.	Architectural Services	\$22,000.00	Prop O Bond Sale 2	Larry Moen	1
Approve	CPH and SOH ADA Bleachers and Restroom Project	Z.P. Abrego Construction, Inc.	Inspector of Record Services	\$38,880.00	CSFF	Janea Quirk	2

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	District Office – HVAC Project	Turpin & Rattan Engineering, Inc.	1	Engineering and Design	\$6,500.00/ \$22,500.00	DM	Armando Murillo	3

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 \$67,380.00.

Expenditure of \$38,880.00, to be paid from the County Schools Facilities Fund, Resource Code: 7777; \$22,000.00, from Proposition O Bond Sale 2, Resource Code: 0220; and \$6,500.00, from Deferred Maintenance, Resource Code: 0915.

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Planning/Construction      **Originator:** Karl Bradley  
**Name of Consultant:** Webb Cleff Architecture & Engineering, Inc.  
**Category** (For Cabinet Secretary Use Only): Facilities and Operations  
**Starting Date of Services:** 06/13/17      **Ending Date:** 06/30/18

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Project: Bonita Vista Middle Site Master Plan.

Project Manager: Larry Moen.

Approve Contract with Webb Cleff Architecture & Engineering, Inc., to provide architectural services for the Bonita Vista Middle (BVM) Site Master Plan.

Based upon the scope of work required for services, the consultant will provide a site master plan in collaboration with BVM staff, district staff, and a site stakeholder committee. The site master plan will address existing utility conditions and required new utilities, address future upgrades, new structures, and provide a future vision of the campus.

Staff is recommending the following not-to-exceed fees:

Original Fees: \$22,000.00

Total Cost Not-To-Exceed Fees: \$22,000.00

**Cabinet Member Responsible:** Moisés Aguirre, Asst.Supt./Fac.& Oper.  
**Funding Source (e.g. Title I):** Proposition O Bond Sale 2,  
**Resource Code:** 0220

**Total Amount:** \$22,000.00      **Annual** ☐      **One Time** ☒      **(√ one only)**

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept:** Planning/Construction      **Originator:** Karl Bradley  
**Name of Consultant:** Z.P. Abrego Construction, Inc.  
**Category** (For Cabinet Secretary Use Only): Facilities and Operations  
**Starting Date of Services:** 06/13/17      **Ending Date:** 07/01/18

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Project: Castle Park High School Gym Bleachers Project and Southwest High School Gym ADA (Americans with Disabilities Act) Bleacher Replacement (Restrooms and Floor) Project.

Project Manager: Janea Quirk.

Approve Contract with Z.P. Abrego Construction, Inc., to perform Inspector of Record (IOR) services at Castle Park High School (CPH) Gym Bleachers Project, Bid #67-2616-JQ, and Southwest High School (SOH) Gym ADA Bleacher Replacement (Restrooms and Floor), Bid #67-2617-JQ. The proposal fee for CPH is \$19,440.00, and the proposal fee for SOH is \$19,440.00, for a total cost not-to-exceed fee of \$38,880.00.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees:	\$38,880.00
Total Cost Not-To-Exceed Fees:	\$38,880.00

**Cabinet Member Responsible:** Moisés Aguirre, Asst. Supt./Fac. & Oper.  
**Funding Source (e.g. Title I):** County Schools Facilities Fund,  
**Resource Code:** 7777

**Total Amount:** \$38,880.00      **Annual**           **One Time**   √        **(√ one only)**

**BACKUP INFORMATION FOR CONSULTANT AGREEMENTS**

**Site/Dept.:** Planning/Construction      **Originator:** Karl Bradley

**Name of Consultant:** Turpin & Rattan Engineering, Inc.

**Category** (For Cabinet Secretary Use Only): Facilities and Operations

**Starting Date of Services:** 03/29/17      **Ending Date:** 06/30/18

**(PLEASE CONFINE INFORMATION TO THE SPACE PROVIDED)**

**Description (nature of services):**

Project: District Office Heating, Ventilation and Air Conditioning (HVAC) Project (former Project Name: Fifth Avenue Administration Center Heating, Ventilation and Air Conditioning (HVAC)).

Project Manager: Armando Murillo (former Project Manager: Frank Mendoza).

Ratify Amendment No. 1 to the Contract with Turpin & Rattan Engineering, Inc., to provide mechanical, electrical, plumbing, and structural engineering and design services to submit and obtain approval of construction documents by City of Chula Vista Development Services, project cost assessment, and construction administration.

Based upon the scope of work required for services, staff is recommending the following not-to-exceed fees:

Original Fees:	\$ 16,000.00
Previous Amendments:	\$ 0.00
Additional Fees - Amendment No. 1:	\$ 6,500.00
Total Cost Not-To-Exceed Fees:	\$ 22,500.00

The original contract, in the amount of \$16,000.00, was approved by the board of trustees on March 28, 2017, Board Agenda Item M-2.

**Cabinet Member Responsible:** Moisés Aguirre, Asst.Supt./Fac.& Op

**Funding Source (e.g. Title I):** Deferred Maintenance,

**Resource Code:** 0915

**Total Amount:** \$6,500.00      **Annual**           **One Time** √      (√ one only)



May 12, 2017

Larry T. Moen, PPM  
Planning & Construction Department  
Sweetwater Union High School District  
1130 5<sup>th</sup> Avenue  
Chula Vista, CA 91911

Re: Bonita Vista Master Plan

Subject: Fee and Schedule Proposal

Dear Mr. Moen:

We are in receipt of the sample master planning document for Southwest High School and believe we understand the scope of work required.

Please accept our fee for the Bonita Vista Master Plan as follows:

- Task 1 – Shadowing – 1 day
- Task 2 – User/Community Input – approx.. 6 meetings
- Task 3 – District Input – 2 meetings
- Task 4 – Develop Preliminary Master Plan
- Task 5 – Present Preliminary Master Plan
- Task 6 – Revise Master Plan
- Task 7 – Develop Final Master Plan/Estimate and Phasing

Total Proposed – Fee \$22,000.00.

Once we have access to the site and the user communities have been organized, we can accomplish the master plan document in approximately 6 weeks.

Sincerely,

A handwritten signature in blue ink, appearing to read "R.D. Webb", is written over the printed name.

Robert D. Webb, AIA  
Senior Vice-President  
Webb Cleff Architecture and Engineering

# INSPECTION PROPOSAL

## OWNER INFORMATION

Name Sweet Water UHSD  
Address  
City, State ZIP Chula Vista, CA  
Phone Janea Quirk (619) 316-7269  
Email janea.quirk@sweetwaterschools.org  
  
Project name Castle Park HS/ Bleacher Replacement  
DSA# 04-115552

## CONTRACTOR INFORMATION

Company Z.P. Abrego Construction Inc.  
Name Zachery Abrego  
Address 404 N Monte Vista Ave  
City, State ZIP San Dimas, CA 91773  
Phone (909) 542-7762  
Email zpainspect@gmail.com  
Proposal Date 5/22/2017

## COMPANY PROPOSAL

Cost Proposal for bleacher, restroom and ADA parking upgrade projects.  
Fees based on project duration and DSA required minimum coverage.  
Project Duration June 03 - September 30, 2017  
Part time coverage per DSA approval.

Preconstruction reviews and reporting	8 hours
Construction Phase @ 12 hours per week	192 hours
DSA Close Out	16 hours
<b>Total Hours</b>	<b>216 hours</b>

**TOTAL COST @ \$90. per hour**

**NOT TO EXCEED / Total**

**\$19,440.00**

Respectfully submitted by,  
Thank you for your consideration,

Zachery Abrego  
Z.P. Abrego Construction, Inc.

## OWNER ACCEPTANCE

I, we, accept above inspection proposal.

Submitted by authorized representative

Date

# INSPECTION PROPOSAL

## OWNER INFORMATION

Name Sweet Water UHSD  
Address  
City, State ZIP Chula Vista, CA  
Phone Janea Quirk (619) 316-7269  
Email janea.quirk@sweetwaterschools.org  
  
Project name South West HS/ Bleacher Replacement  
DSA # 04-115551

## CONTRACTOR INFORMATION

Company Z.P. Abrego Construction Inc.  
Name Zachery Abrego  
Address 404 N Monte Vista Ave  
City, State ZIP San Dimas, CA 91773  
Phone (909) 542-7762  
Email zpainspect@gmail.com  
Proposal Date 5/22/2017

## COMPANY PROPOSAL

Cost proposal for bleacher, restroom and ADA parking upgrade projects.  
Fees based on project duration and DSA required minimum coverage.  
Project Duration: June 03 - September 30, 2017  
Part time coverage per DSA approval.

Preconstruction Reviews and Reporting	8 hours	
Construction Phase 12 hours per week	192 hours	
DSA Close Out	16 hours	
Total hours	216 hours	
TOTAL COST @ \$90	NOT TO EXCEED	19,440.00

Respectfully submitted by,  
Thank you for your consideration,

Zachery Abrego  
Z.P. Abrego Construction, Inc.

## OWNER ACCEPTANCE

I, we, accept above inspection proposal.

Submitted by authorized representative

Date





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

## ■ SCOPE MODIFICATION

ATTENTION	<b>Armando Murillo</b>	DATE	May 19, 2017
SENT TO	<b>Sweetwater Union High School District Planning &amp; Construction</b> 1130 Fifth Avenue Chula Vista, CA 91911	PROJECT NAME	<b>Multizone Unit Replacement</b> Bidding, Plan Check and Construction Administration Services
PROJECT NUMBER	<b>17038.S00</b>		
The changes described below are being submitted for your authorization. We <b><u>ARE NOT PROCEEDING</u></b> with these changes until we receive a notice to proceed, confirming our agreement of these changes and their associated fees.			
DESCRIPTION OF CHANGES			


This scope modification is to provide MEP/S engineering and design services to provide the following added services:

- Submit and obtain approval of construction documents by City of Chula Vista Planning Department. Construction permits to be processed by the elected project contractor.
- Order of magnitude construction cost estimate submittal at 90% CD milestone.
- Bidding assistance to consist of attendance to a pre-bid meeting, issue construction document clarifications and addenda, review contractor's bids and any pre-construction substitutions submitted by contractor.
- Construction administration services to review contractor submittals, respond to questions and inquiries regarding interpretation of the construction documents, issue addenda and construction change directives, attend (2) construction meetings/site visits to ascertain progress, review of contractor testing results, attend a Punchlist walk and second visit to recheck Punchlist items.
- Preparation of record drawings from markups provided by contractor. Record drawings to be issued in electronic format (CAD and PDF) in accordance to District CAD standards.
- Reimbursable expenses to include owner requested printing and plotting costs, city plancheck submittal and review fees, travel mileage.



Proposed scope fee breakdown:

MEP	Plancheck - \$ 1,500.00	Bid/CA/Record Drawings	\$ 3,500.00
<b>Subtotal</b>			<b>\$ 5,000.00</b>
Reimbursable Expenses	\$ 1,500.00		

<b>TOTAL REQUESTED ADDITIONAL LUMP SUM FEES</b>	<b>\$5,000.00 plus Expenses</b>
<b>Turpin &amp; Rattan Engineering, Inc.</b>   <hr/> <b>Vickie Fortie</b> Vice President	<b>Approved By</b>  <hr/> Client Signature  <hr/> Print Name  <hr/> Date



**June 12, 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 see attachment for the appropriate staff member to contact.

**Fiscal Impact:**

Please refer to attachment.

**ATTACHMENTS:**

Description	Type
☐ Contract Renewals Report June 2017	Backup Material
☐ N-1 XTIVIA Renewal	Backup Material
☐ N-1 XTIVIA Proposal	Backup Material
☐ N-1 Microsoft Schedule	Backup Material
☐ N-1 Microsoft Agreement	Backup Material

**CONTRACT RENEWALS - June 12, 2017**

<b>VENDOR</b>	<b>CONTRACT #/TITLE</b>	<b>NOTES</b>	<b>ORIGINAL BOARD APPROVAL</b>	<b>CONTRACT TERM</b>	<b>CONTRACT AMOUNT</b>	<b>BUDGET</b>	<b>CONTACT PERSON FOR THIS BOARD ITEM</b>
Grand Pacific Charter, Nevertardy Transit, Royal Lines, LLC, Sundance Stage Lines, Inc., San Diego Scenic Tours, Sureride Charter, Inc.	Bid #56-2561-GP Charter Bus Services	Cost Increases vary by company, but do not exceed the amount allowable by contract.	4/25/2016, Item N-4	7/1/2017 through 6/30/2018	\$ 300,000	Various site budgets as service is required during Fiscal Year 2017-2018	Moises Aguirre at 619/585-6060 or moises.aguirre@sweetwaterschools.org
Microsoft	Microsoft Premier Support	Microsoft Engineers Support; \$20k increase to include more hours; per hour rate is the same.	5/23/2016, Item F-4	7/1/2017 through 6/30/2018	\$ 85,470	General Fund, Resource Code: 0000	David D. Delacruz at 619/585-7900 or david.delacruz@sweetwaterschools.org
Xtivia	Xtivia Maintenance & Support for Oracle Databases	\$180 increase in contractual hours per year but 2% discount for annual payment vs. monthly.	2/20/2008, Item F-1 Page 16	7/1/2017 through 6/30/2018	\$ 30,000	General Fund, Resource Code: 0000	David D. Delacruz at 619/585-7900 or david.delacruz@sweetwaterschools.org
				<b>TOTAL</b>	<b>\$ 415,470</b>		

# Order Acceptance - Renewal

## Customer Information:

Name:	Sweetwater Union High School District
Address:	445 Moss Street, Chula Vista, CA 91911
Contact Person:	Doris Easterly – (619) 585-7920 – <a href="mailto:doris.easterly@suhsd.k12.ca.us">doris.easterly@suhsd.k12.ca.us</a>
Platform:	Oracle

## Pricing Information:

Item	Quantity	Service Description	Monthly	Annual
Gold Level of Virtual-DBA Service for Oracle	1	Monthly Gold Virtual-DBA service fee (12 Month Service Term): 24x7 support service and Business Hours monitoring for Oracle. <b>72 hours included service per term</b> , (average of 6 hours/month) applicable to any Oracle DBA tasks or database instance. <b>Term Extension dates: 2017-07-01 to 2018-06-30</b>	\$1,415.00	\$16,980.00
Time & Material And Travel & Expense	As requested	Hours exceeding included support services expended per term for business hours support calls will be billed at the rate of \$135.00/hour, and after-hour support calls will be billed at the rate of \$165.00/hour plus reasonable Travel and Living expenses if on-site or travel required.		

**ANNUAL TOTAL FEES:** \$16,980.00

☒ Yearly Invoice  
 Initials: \_\_\_\_\_ By default XTIVIA bills monthly. Check this box to receive a yearly invoice with a 2% discount applied to only the total annual service fee specified on this Order Acceptance form. If terminated prior the end of term, a refund will be provided on a pro-rated basis. Any Monthly Service fees totaling less than \$500 will be billed Annually automatically with no discount. Discount only available with service term of 12 or more months.

This Order extends and is in accordance with and governed by the XTIVIA Virtual-DBA Services Scope of Work and Terms and Conditions listed in Exhibit A the Virtual-DBA Service agreement executed on 7/21/2008 between Sweetwater Union High School District and XTIVIA Inc. for twelve (12) months under the terms specified below. This proposal is valid for 30 days. All fees are expressed in US Dollars. All terms subject to credit verification.

Accepted by:	Sweetwater Union High School District	Accepted by:	XTIVIA, Inc.
By:		By:	<i>Dennis R. Robinson</i>
Name:	Karen Michel	Name:	Dennis R. Robinson
Title:	Chief Financial Officer	Title:	CEO
Date:		Date:	05/17/2017

Sales Representative/Contact Information: Clark Robinson, [crobinson@xtivia.com](mailto:crobinson@xtivia.com), 719-623-5866

**For execution, Order Acceptance form should be emailed ([crobinson@xtivia.com](mailto:crobinson@xtivia.com)) to XTIVIA Inc., 2035 Lincoln Highway, Suite 1010, Edison NJ 08817, Tel: 732-248-9399, Fax: 732-248-5522**



## SUPPORT PROPOSAL FOR



May 24, 2017

2017 is XTIVIA's 18<sup>th</sup> year of providing Remote Database Administration Services



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## Notices

This document contains information proprietary to XTIVIA, Inc. It is a proposal developed exclusively for the recipient. This document and all contents should not be shared with any third party for review or for any other purpose without the express written consent of XTIVIA.

## Executive Summary

XTIVIA is pleased to present this Virtual-DBA proposal to Sweetwater Union High School District.

Our Virtual-DBA service provides the expertise and bundled services you need to keep your systems running at peak performance at a fraction of the staffing costs. From configuration and optimization, to proactive monitoring, to trend analysis and planning, and to on-call technical support, our Certified Database Engineers cover all the bases for all the leading platforms.

Our comprehensive Virtual-DBA services ensure you receive optimum quality and value. We provide:

- Experienced technical staff with solid industry experience and certifications
- Multiple platform support and strategic partnerships for:
  - ✓ Oracle
  - ✓ Microsoft SQL Server
  - ✓ MySQL
  - ✓ PostgreSQL
  - ✓ DB2 LUW
  - ✓ MongoDB
  - ✓ Informix
- 24x7 support
- 24x7 optional Virtual-DBA monitoring
- A Primary DBA assigned for each supported platform
- Client defined roles and responsibilities for your Remote DBAs
- Industry standard tools and proven service delivery processes
- Service level management with reporting and Web portal

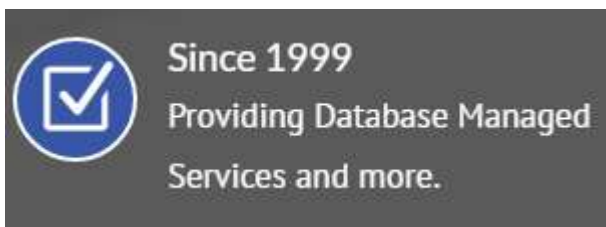


### XTIVIA & Sweetwater Union High School District: Working Together

XTIVIA built a reputation as a firm specializing in database support. Our experts provided its support services to hundreds of clients across North America and Europe. From troubleshooting database problems to providing fully outsourced support on a 24x7 basis, our engineers provide world-class database support services. XTIVIA has been in business since 1992 and providing database managed services, and more, since 1999.

For information or questions regarding the content of this proposal, please contact:

Clark Robinson  
(719) 623-5866  
[crobinson@xtivia.com](mailto:crobinson@xtivia.com)



Since 1999

Providing Database Managed  
Services and more.



## Business Need

---

Sweetwater Union High School District requested XTIVIA provide our Virtual-DBA support solution, which includes remote management, administration, and support for any technology solutions related to their Oracle database servers.

The XTIVIA Virtual-DBA Team will provide Sweetwater Union High School District services in the following areas:

1. Perform database management, administration, maintenance, and support task responsibilities as defined by Sweetwater Union High School District
2. Remotely monitor critical database operational functions and statistics as defined by the service level
3. Respond to monitoring events as defined by Sweetwater Union High School District
4. Remotely monitor system resource utilization over time as defined by the service level
5. Support and coach Sweetwater Union High School District DBAs, management, IT, and other staff on database management, administration, maintenance and support needs
6. Interface with database, operating system, or application vendor technical support organizations as the representative of Sweetwater Union High School District, dedicated to their best interests

Our goal is to ensure satisfaction each time you need us for support by:

1. Assuring an engineer familiar with your organization and your systems will always be there
2. Managing and executing our responsibilities for database management
3. Responding to your calls within a predefined response time
4. Providing ongoing status updates regarding any issues
5. Providing a defined escalation process and resolution
6. Communicating frequently and effectively
7. Continuously improving our service processes



**Flexible Contract Terms**  
Full-time 24x7 on-call to on-demand DBA Services

## Service Solution

### Support Packages

Whether you need around-the-clock DBA staff coverage, or just need to augment your current technical staff with DBA skills, we cater our service to meet your unique business requirements. Let XTIVIA manage your databases while you manage your business.

Below is a description of the Virtual-DBA support packages available to support Sweetwater Union High School District business requirements.

#### Basic Support Package

- 24x7 availability of DBA professionals
- 24x7 on-call access to DBA support professionals
- Virtual-DBA Client Web Portal for case tracking
- Primary DBA assigned for each supported platform
- Customer defined service support hours per agreement term
- Coverage available for major platforms: Oracle, Microsoft SQL Server, MySQL, MongoDB, PostgreSQL, DB2 LUW, and Informix
- Access to Virtual-DBA Client Portal for Case Tracking and metric reporting

#### Premium Support Package

- All Basic Support Package Features (from above) PLUS:
- 24x7 Monitoring
- Daily system log files review
- Verification of backups
- System status monitoring, including:
  - System heartbeat (up/down)
  - Connectivity continually verified to XTIVIA Virtual-DBA monitoring servers
  - Performance and resource metrics monitoring
  - Notification and DBA response when a potential system availability issue is alerted
  - Notification and DBA response when a potential system performance issue is alerted
  - Notification and response when a potential system resource issue is alerted (disk/memory/CPU)
  - Scan System Log Files Daily
  - Verify Completion of Backups (as indicated in log files)
- One Time On-Site Installation and Performance, Environment, and Business Policy Review

Gold Support package is the same as Premium except monitoring is only during an approximate 8 hours client business hour window.

## Support Models

A primary DBA is assigned for each of your supported database platforms. For example, if you subscribe to Virtual-DBA for Oracle and SQL Server, your primary contacts will be an Oracle database administrator and a SQL Server database administrator. XTIVIA's Virtual-DBA support engineers will provide the highest level of service possible. We ensure our engineers are trained on various technology products and require background checks (for all US-based staff) and certification testing for our team. In fact, the average level of real-world DBA experience for a Virtual-DBA team member is fifteen years! All XTIVIA support services are based out of the United States and Hyderabad, India, depending on the needs and preferences of each client.

### All US-Based Delivery Model

This is the most effective model for clients looking to get the best coverage available at a reduced cost from a team of DBAs totally based in the United States.

- Senior level Primary US-based DBA assigned for each supported platform
- Primary DBA acts as platform project manager and performs or delegates tasks to other US-based team members in support of the customer
- XTIVIA monitoring and alerting is available

Depending on the needs of the Client, the US-based team is sized to provide the coverage desired.

### Hybrid US-based + Offshore Delivery Model

This is an effective model for clients looking to substantially reduce costs and represents the best of both worlds.

- Senior level US-based Primary DBA assigned for each supported platform
- A primarily offshore DBA support team based in Hyderabad India
- Primary DBA acts as a platform project manager to client while managing and delegating tasks to the offshore team in support of the customer—and steps in if needed
- Majority of work is performed by offshore team
- XTIVIA monitoring and alerting is available

Depending on the needs of the Client the offshore team is sized to provide the coverage desired.



**Dedicated Certified DBAs**  
24x7 support, with an  
average of 15+ years  
experience

## Premium Package - All U.S. Based - Order Acceptance

### Client Information:

Name:	Sweetwater Union High School District
Address:	445 Moss Street, Chula Vista, CA 91911
Contact Person:	Doris Easterly – (619) 585-7920 – <a href="mailto:doris.easterly@suhsd.k12.ca.us">doris.easterly@suhsd.k12.ca.us</a>
Platform:	Oracle

### Pricing Information:

Item	Quantity	Service Description	Monthly	Annual
Virtual-DBA Gold Service Initialization	1	Install and configure <b>one (1)</b> server(s) with Virtual-DBA monitoring software. <b>Installation fee discounted 50% to \$500 if performed remotely.</b> Client is responsible for Travel and Living expenses if service initialization is not performed remotely.	\$ N/A	\$N/A already installed
Gold Level of Virtual-DBA Service Oracle	1	Monthly Gold All U.S. Based Virtual-DBA service fee. Term: Twelve (12) Months. 24x7 support & business hours monitoring service for <b>one (1)</b> Oracle database instances. <b>72 hours included service per term</b> (average of 6 hours/month), applicable to any Oracle DBA tasks or database instance.  <b>Service is already in place, this is a renewal with Term Extension dates: 2017-07-01 to 2018-06-30</b>	\$1,414.00	\$16,980.00
Time & Material; Travel & Expense	As requested	Hours exceeding included support services expended per term for business hours support calls will be billed at the rate of \$135.00/hour, and after-hour support calls will be billed at the rate of \$165.00/hour plus reasonable Travel and Living expenses if on-site/travel is required.		

**ANNUAL TOTAL FEES:** \$16,980.00

☐ Yearly Invoice Initials: \_\_\_\_\_ By default, XTIVIA bills monthly. Check this box to receive a yearly invoice with a 2% discount applied to only the total annual service fee specified on this Order Acceptance form. If terminated prior to the end of term, a refund will be provided on a pro-rated basis. Any Monthly Service fees totaling less than \$500 will be billed Annually automatically with no discount. Discount only available with service term of 12 or more months.

This proposal/quote is in accordance with the XTIVIA Virtual-DBA Services Scope of Work and Terms and Conditions listed in Exhibit A of this proposal. This proposal is valid for 30 days. All fees are expressed in US Dollars. All terms subject to credit verification.

Accepted by:	Sweetwater Union High School District	Accepted by:	XTIVIA, Inc.
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

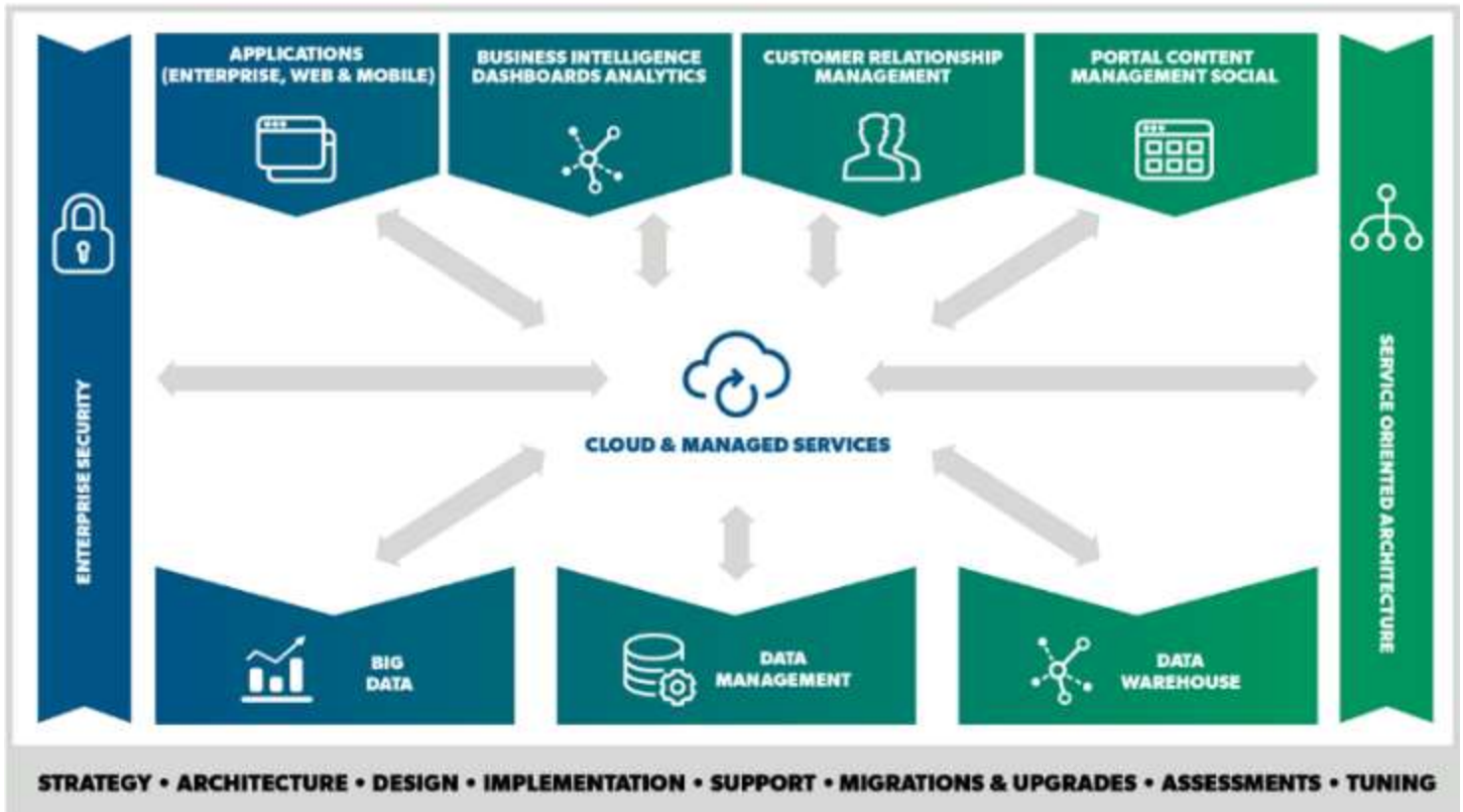
XTIVIA Sales Representative Contact Information Clark Robinson, [crobinson@xtivia.com](mailto:crobinson@xtivia.com), 719-623-5866

**For execution, Order Acceptance form should be faxed (732-248-5522) or emailed ([crobinson@xtivia.com](mailto:crobinson@xtivia.com)) to XTIVIA Inc., 2035 Lincoln Highway, Suite 1010, Edison NJ 08817, Tel: 732-248-9399, Fax: 732-248-5522**

## About XTIVIA

Our power comes from our people. Since XTIVIA's inception more than 20 years ago, we have worked tirelessly to assemble the best team in the industry, bar none.

### INDUSTRY LEADING TALENT • CONSISTENT RESULTS • PROVEN METHODOLOGY



Whatever your unique needs might be, XTIVIA has what it takes to be your trusted technology partner... for life.

Through its parent company [Matrix-IT](#) (TASE: MTRX), the leading information technology company in Israel, our devoted personnel encapsulates the strength and resources of a family of IT companies with over 6000 IT professionals. Matrix-IT boldly executes some of the largest IT projects in Israel.

With offices located in New York, New Jersey, Colorado, Missouri, Texas, and Hyderabad, India, XTIVIA responds to the needs of regional—and global—clients alike.

For more information, please visit:

## XTIVIA Team Contact Information

<b>Business Development:</b>	
	<b>Clark Robinson</b> 304 South 8 <sup>th</sup> Street, Suite 201, Colorado Springs, CO 80905 Office: 719-623-5866/ Cell: 719-244-4597 / <a href="mailto:crobinson@xtivia.com">crobinson@xtivia.com</a>
<b>Sr. Director, Data Management and Managed Services:</b>	
	<b>Tony Salerno</b> 2035 Lincoln Highway, Suite 1010, Edison, NJ 08817 Office: 732-743-4286 / Cell: 732-310-0975 / <a href="mailto:asalerno@xtivia.com">asalerno@xtivia.com</a>
<b>Oracle/MySQL Team Technical Manager:</b>	
	<b>Luke Smith</b> 304 South 8 <sup>th</sup> Street, Suite 201, Colorado Springs, CO 80905 Office: 719-623-5856 / Cell: 305-849-2403 / <a href="mailto:lsmith@xtivia.com">lsmith@xtivia.com</a>
<b>Microsoft SQL Server Team Technical Manager:</b>	
	<b>Mark Halstead</b> 304 South 8 <sup>th</sup> Street, Suite 201, Colorado Springs, CO 80905 Office: 719-623-5858 / Cell: 719-221-2161 / <a href="mailto:mhalstead@xtivia.com">mhalstead@xtivia.com</a>
<b>DB2 LUW Team Technical Manager:</b>	
	<b>Ember Crooks</b> 304 South 8 <sup>th</sup> Street, Suite 201, Colorado Springs, CO 80905 Office: 720-452-2287 / Cell: 720-231-4234 / <a href="mailto:ecrooks@xtivia.com">ecrooks@xtivia.com</a>
<b>Informix/PostgreSQL Team Technical Manager:</b>	
	<b>Barrie Shaw</b> 2035 Lincoln Highway, Suite 1010, Edison, NJ 08817 Office: 732-743-4287 / Cell: 732-319-9341 / <a href="mailto:bshaw@xtivia.com">bshaw@xtivia.com</a>

## Additional Documentation

XTIVIA Certificate of Liability Insurance, Corporate Security Policy, Security Awareness Program, and other documentation is available upon request.

## Partnerships

XTIVIA is proud to work in collaboration with the most respected and best-of-breed brands. From IBM to Oracle and beyond, we not only partner with major database vendors, but these partnerships also give XTIVIA the opportunity to leverage our deep experience with certifications and add value to our clients by acting as a software reseller. Our experts understand how to work with these vendors to get the best discounts available, while also helping c

**Microsoft** Partner

**ORACLE** Gold Partner

Premier  
Business  
Partner

**IBM**



## Virtual-DBA Client Quotes

*"Working with Virtual-DBA has been a breath of fresh air for our company. We are no longer bottlenecked having a single in-house DBA trying to support different database platforms. The Virtual-DBA team has years of experience and it's easy to communicate with a DBA anytime we need assistance. Quite frankly, I don't lose sleep knowing that Virtual-DBA is proactively monitoring our critical business systems."*

**Bill Santos** - IT Manager - Darice Inc.

*"Your expertise and assistance has proven to be invaluable in helping us to grow from a small start-up with fewer than a dozen people to the billion-dollar multinational we have become. Even as we added in-house DBA capabilities, we always valued having XTIVIA as an escalation point for the more difficult issues or where innovation was required."*

**Andrew Woodworth** - SVP – IT Director - Ariel Reinsurance Company Ltd

*"XTIVIA is an excellent partner with us. We are an ambulance service serving over 1.2 million people, so we have some pretty mission critical systems. I can count on XTIVIA to be there when we need them and to let us know quickly if something doesn't seem quite right with our production SQL servers. I give an unqualified and unequivocal reference for them."*

**Frank Gresh** - Chief Information Officer - Emergency Medical Services Authority

*"When we have had systems go down or had to plan a reboot, your involvement and support have always been a great presence. Providing me the knowledge that you are actively reviewing our setup at all times brings a good peace of mind in the event something does happen."*

**George Ricciardi** - Director of MIS/Internet Services - F A Davis Company

It doesn't matter what size your business is or what industry you're in. XTIVIA's Virtual-DBA service can provide the database support you need. Our clients cover a wide range of industries, including airline, banking, biotechnology, communications, entertainment, media, finance, government, healthcare, insurance, manufacturing, pharmaceutical, technology, and transportation. Our proven team will focus on your database administration needs so you can focus on your business. We work with your application vendors, in-house developers, and other teams the same way we serve any of your in-house staff. You define the level of involvement our DBA team has in your environment, from complete support to coverage only when your employees need a hand—or are home in their beds.

**Health Checks – Performance Tuning – Business Intelligence – Managed Service Plans  
Backup and Recovery – Migrations – Replication – Software Licensing – Consulting  
Managing Your Databases - While you manage your business**

## Virtual-DBA Client References



### Havis-Shields Equipment Corp

Manufacturing/IT Manager

**Peter J. Spera, Jr.**

75 Jacksonville Road, Warminster, PA 18974

Tel: (215) 957-0720 x 151,

Email: [pspera@havis.com](mailto:pspera@havis.com)

### Rotech Healthcare, Inc.

IT Manager, Application Development & Integration

**Miguel Perez**

2600 Technology Drive, Suite 300, Orlando, FL 32804

Tel: (407) 618-5702,

Email: [miguel.perez@rotech.com](mailto:miguel.perez@rotech.com)



### Stephen Gould Corporation

Manager, Corporate Applications

**Leon M. Feder**

35 South Jefferson Road, Whippany, NJ 07981

Tel: (973) 428-1500 x108,

Email: [lmfeder@stephengould.com](mailto:lmfeder@stephengould.com)

### Rotech Healthcare, Inc.

IT Manager, Application Development & Integration

**Miguel Perez**

2600 Technology Drive, Suite 300, Orlando, FL 32804

Tel: (407) 618-5702,

Email: [miguel.perez@rotech.com](mailto:miguel.perez@rotech.com)



### Connecticut Business and Industry Association

Chief Information Officer

**Tom Day**

350 Church Street, Hartford, CT 06103

Tel: (860) 244-1993,

email: [tom.day@cbia.com](mailto:tom.day@cbia.com)

### EMSA (Emergency Medical Services Authority)

Chief Information Officer

**Frank Gresh**

1417 N. Lansing Avenue, Tulsa, OK 74106-5906

Tel: (405) 297-7053,

Email: [greshf@emsa.net](mailto:greshf@emsa.net)



### Bebe Stores

Sr. System Manager

**Charles Connors**

400 Valley Drive, Brisbane, CA 94005

Tel: (415) 657-4486,

Email: [cconnors@bebe.com](mailto:cconnors@bebe.com)

### The State Of Wyoming

Network Security

**Mark Emery**

122 West 25th St., 2nd floor W, Cheyenne, WY 82002

Tel: (307) 777-3476,

Email: [mark.emery@wyo.gov](mailto:mark.emery@wyo.gov)



### Schnitzer Steel Industries, Inc.

DBA

**Joel Kerber**

299 SW Clay Street, Suite 350, Portland Or, 97201

Tel: (503) 721-5645,

Email: [jkerber@schn.com](mailto:jkerber@schn.com)



## Scope of Work

---

### A-1.0 Initial On-Site/Remote Review

**A-1.1** Service initialization is optionally an on-site system review, which is typically an engagement with a duration depending on the quantity of servers being monitored. The On-Site Review has the following objectives:

**A-1.1.1** Install and configure the Virtual-DBA Monitoring Software.

**A-1.1.2** Review the current database platform configuration in order to recommend any tuning and optimization adjustments that may be indicated.

**A-1.1.3** Establish an initial set of system configuration and tuning parameter settings and allowable operating ranges for critical system resources.

**A-1.1.4** Gain familiarity with the type of application and user environment.

**A-1.1.5** Initial one-time consulting effort per monitored database server location for system and database review. If remote locations exist, the database review can be conducted remotely from a central client location or from an XTIVIA service center.

### A-2.0 Monthly Virtual-DBA

**A-2.1** Client will have login access to the Virtual-DBA client web portal to review current monitoring metrics, DBA case work history, and service hour usage. Virtual-DBA Client Web Portal access is limited to three (3) distinct users per monitored instance.

**A-2.2** XTIVIA will provide up to a set number of hours of remote support, as specified on the Executed Order Acceptance Form and Exhibit-A. This time is allocated for standard DBA services, such as database administration functions, telephone technical support, status and strategy discussions, technical issue resolution, system management, resource mentoring or training, application team support for database issues, working with vendor technical support, changes to tables, procedures, schema, or other database components and other advice or tasks. These support hours are not used for regular analysis of data collected through standard monitoring or the notification of Client of the events detected through Virtual-DBA Monitoring Software.

**A-2.3** Services provided during normal business hours (Monday through Friday, 8:30 AM – 5:30 PM for US-based time zones, clients, and systems) or outside client business hours, in excess of the hours included in the monthly service fee will be billed to Client as specified on the Executed Order Acceptance Form. Service hours as included in the monthly service fee are only valid during the specified window of service (Business Hours, 24x7, etc.) on the Executed Order Acceptance Form. Services provided for support during normal business hours will be allocated to Client in ½ hour increments. Services provided outside normal business hours will be allocated to Client in 1-hour minimum increments. Hours included in the monthly service fee may be used anytime during the period of support service specified on the Executed Order Acceptance Form for services performed as described in section 2.2 above against the Client's supported platforms. Any service hours used outside the hours of subscriber support will be invoiced at the Time & Materials rates or as otherwise specified on the Executed Order Acceptance Form.

**A-2.4** Client will provide all connections required to implement the service. These include dial-in, Virtual Private Network (VPN), and/or other methods of remote access as required. For Virtual-DBA Monitoring email (TLS available) or Secure Copy (SCP) delivery of monitoring/alerting data from client systems to XTIVIA servers is necessary.

**A-2.5** The service will be provided 24x7 or as described in the Executed Order Acceptance Form. Support service hours expended per service support hour period as described above exceeding the included hours of support will be based at the rates described in the Order Acceptance Form, plus reasonable travel and living expenses if on-site or travel is required.

**A-2.6** XTIVIA will not be held responsible for downtime or recurring outages as the result of Client failing to implement XTIVIA recommended and agreed-upon changes in procedure, hardware, software or configurations in the agreed-upon schedule.

**A-2.7** Force Majeure. Neither Party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall include, but not be limited to, any storm, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of the Parties. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

**A-2.8** Response Time. Standard Response time is up to One (1) hour from the original time of notification for monitored database events or critical requests from Client unless the Executed Order Acceptance Form specifies otherwise. Priority issues escalating from Client should always be made via telephone; the answering agents may be reached at 800-205-7537 (253-620-6726 for international) for the most expedient return call from the On-Call DBA.

**A-2.9** For Non-United States-based clients and client systems, normal business hours will be Monday through Friday, 8:30AM – 5:30PM MT, unless similar business hours of another United States-based time zone is documented on the Executed Order Acceptance Form. Only standard Business hours of United States-based time zones are available for “Business Hours Support” for non-United States clients.

**A-2.10** If this agreement is terminated early, Client is responsible for any service hours provided under the monthly service fee beyond the monthly averages as described in the Order Acceptance Form on a pro-rated basis at the Time & Material service rates.

### **A-3.0 Additional Technical Support and Consulting**

**A-3.1** XTIVIA will provide services in addition to those provided as part of the monthly Virtual-DBA described in Section A-2 upon request.

**A-3.2** XTIVIA will manage the interaction with Client’s Database Vendor Technical Support organization upon request. It is recommended Client has the required technical support maintenance agreements in place and provides XTIVIA with valid software license numbers or any other required information to interact, on Client’s behalf, with the Database Vendor Technical Support Organization.

**A-3.3** If any non-XTIVIA automated monitoring solution is implemented where the monitoring solution relays alerts to the XTIVIA team either through the Virtual-DBA servers or by any direct means, the included contract service hours will be used when the team is alerted, processes and responds to the automated alerts.

#### **A-4.0 Assumptions**

- A-4.1** Client's Security, System Administration and DBA staff will be available to assist XTIVIA concerning any and all Virtual-DBA installation, delivery, remote connection, and/or maintenance issues.
- A-4.2** Client and XTIVIA will exert their best efforts to resolve any technical issues that may have critical impact on the implementation or delivery of the Virtual-DBA service.
- A-4.3** Remote Connection for Monitoring: XTIVIA currently requires only email (TLS available) or Secure Copy (SCP) delivery from the Client's monitored database servers to XTIVIA monitoring servers.
- A-4.4** Tools, scripts, or procedures developed by XTIVIA and used to deliver service monitoring are the property of XTIVIA. If monitoring is terminated, the Client agrees to remove XTIVIA scripts from their systems and discontinue their use and transmission of data.
- A-4.5** XTIVIA makes no guarantee the number of included service hours on this agreement will satisfy the effort required by the Client in their environment during the term of the agreement. Any additional services provided past the included service hours will be invoiced as described on the service order form.
- A-4.6** Client will provide remote access for all XTIVIA DBA members of each database platform team providing support as described in the Executed Order Acceptance Form. This is necessary for on-call coverage support as all team members participate on a rotation basis.

## Exhibit A: Terms and Conditions – Virtual DBA

XTIVIA, Inc. ("XTIVIA") provides a remote database administration, monitoring and technical support service, Virtual Database Administration Service ("Virtual-DBA"), which Sweetwater Union High School District ("Client") desires to obtain. In consideration of the mutual understanding and obligations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1.0 Services To Be Performed.

**1.1 Virtual Database Administration Service.** XTIVIA will provide Virtual-DBA as defined in Virtual-DBA Executed Order Acceptance Form of this document.

**1.2 Service Initialization.** Service initialization is a one-time activity that may require, if applicable, an on-site system review as defined in Virtual-DBA Executed Order Acceptance Form.

### 2.0 Service Fees.

**2.1 Monthly Service Fees.** Client agrees to pay a service fee to XTIVIA each month during the term of this Agreement as defined in Virtual-DBA Order Acceptance Form. Support services and technical support provided by XTIVIA in excess the services covered under the monthly service fee, as defined in Virtual-DBA Order Acceptance Form, will be billed to Client on a Time & Material basis at the service rates described in Virtual-DBA Executed Order Acceptance Form. All payments to be made in US Dollars.

**2.2 Service Initialization.** Service fees incurred for the on-site review are not included in the monthly service fee for Virtual-DBA.

**2.3 Travel and Living Expense.** Service rates do not include any travel and living expenses or local commuting charges. In the event that XTIVIA technical staff is required to travel to a Client location to provide services, Client will be billed for the travel and living expenses or local commuting charges at actual cost.

**2.4 International Related Expenses.** Service rates do not include costs of communicating or otherwise interacting with a non-United States-based clients. Any expenses associated with communicating or interacting with non-United States-based clients will be billed to Client at actual cost.

**2.5 Additional Expenses.** Any additional drug screen, background check, other employee certification, or testing beyond those already performed by XTIVIA will be performed at the expense of Client. Any specialized equipment necessary for remote access to Client environment will also be at expense of Client. Any software or hardware required to maintain, backup, restore or test Client systems or environment are

expected to be provided by Client. These items are not included in the service rates and XTIVIA will invoice for these items at actual cost and obtain approval from client before any of these expenses are incurred.

### 3.0 Billing.

**3.1 Invoicing.** Service fees will be invoiced monthly to Client unless otherwise specified. Payment of invoice will be net 30 from the invoice date, subject to Client credit approval. Any discounts applied due to invoicing schedule do not apply to subsequent invoices for additional hours, expenses, software or other costs billed to Client.

### 4.0 Term/Extension/Termination.

**4.1 Term.** This Agreement shall be effective as of the Virtual-DBA installation date and shall run for a period of twelve-months for the initial service term or use "Term" as defined in Virtual-DBA Executed Order Acceptance Form.

**4.2 Extension.** Unless terminated by either party this Agreement will be renewed automatically for a period of a twelve-month term, or "Term" as defined in the Virtual-DBA Executed Order Acceptance Form. Thirty days prior to the conclusion of each term, XTIVIA will provide Client with written notification of the fees for the next twelve-month term, or "Term" as defined in the Virtual-DBA Executed Order Acceptance Form, if any changes are necessary and such fees not to increase by more than five percent (5%) in any one term period.

**4.3 Non-Payment/Termination.** If Client fails to pay any invoice within 60 days of receipt from XTIVIA of such invoice and fails to correct it within 7 days thereafter receiving notice from XTIVIA, XTIVIA may disable the Virtual-DBA Service and/or terminated at the sole discretion of XTIVIA any of its deliverables. Disablement of Virtual-DBA or termination of this Agreement for non-payment does not remove Client's responsibilities under this Agreement, including the responsibility to pay all service fees up to the date of disablement or termination of its deliverables.

**4.4 For Default.** Either party may terminate the Virtual-DBA Service for default by the other party for material breach of this Agreement, should such breach not be

cured within thirty-days (30) of written notice clearly specifying the material breach of the other party.

**4.5 End of Term.** Either party may terminate this Agreement for any reason upon thirty-day (30) written notice. Client is responsible for any excess services provided under the monthly service fee, as defined in Virtual-DBA Executed Order Acceptance Form, on a pro-rated basis at a Time & Material service rates described in Virtual-DBA Executed Order Acceptance Form.

**5.0 Confidential Information.** Neither party shall use, for itself or the benefit of any third party, or disclose to any person, either during the term or after the termination of this Agreement, any confidential information disclosed by or obtained from the other party, including without limitation, any financial, business, or trade secrets, any data, or any source or object codes, technical data or correspondence owned by the other, as well as any information relating to the business and affairs of any clientele of Client, nor disclose any information concerning the contents of this Agreement, except for purposes consistent with the administration and performance of a party's obligations hereunder, or as required by law. The obligation of the parties not to disclose information shall not apply to information which was already in the public domain, or in the rightful possession of the other party at the time of its disclosure, or which is disclosed as a matter of right by a third party not subject to an obligation of confidentiality after the execution of this Agreement, or which passes into the public domain by acts other than the unauthorized acts of the other party. Within ten (10) days of the return of the termination of this Agreement, each party shall return all originals and copies of any requested Confidential Information originally disclosed by or obtained from the other party, which Confidential Information has been fixed in any tangible means of expression. In the event of a breach of this Section 5.0 "Confidential Information," money or damages may not be an adequate remedy and, therefore, in addition to any other legal or equitable remedies, either party shall be entitled to seek an injunction against such a breach.

**6.0 Limitation of Liability.** Except for damages resulting or arising from gross negligence or intentional misconduct, and for Client's payment obligations hereunder, neither party shall be liable for direct damages greater than the sum total of payments made by Client to XTIVIA during the twelve months immediately preceding the event which gives rise to the claim for damages. Except for damages resulting or arising from gross negligence or intentional misconduct, liability to XTIVIA and Client, or any other third party, for a claim of any kind arising out of, or related to, any product or service provided pursuant to this Agreement,

whether in contract, in tort (including negligence or strict liability), under any warranty, or otherwise, shall be limited to monetary damages, and the aggregate amount thereof for all claims relating to any particular product or service shall in no event exceed the amount described in the foregoing. Under no circumstances shall either party be liable or any third party for indirect, special or consequential damages or for warranties made in excess of those contained in this Agreement. No action, regardless of the form, arising out of this Agreement may be brought by either company more than three months after the occurrence of the events which gave rise to the cause of the action.

**7.0 Limited Warranty.** XTIVIA warrants that Virtual-DBA will operate substantially in conformance with the features and specifications described. XTIVIA makes no other warranties, of any kind, whether expressed, implied or statutory, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

#### **8.0 Solicitations Or Employment**

**8.1** Client agrees not to solicit, hire, contract with or engage the employment or services of any personnel or former personnel of XTIVIA during the period of and for two (2) years after the termination of this Agreement. If XTIVIA agrees in writing to permit its employees to be employed by Client, Client shall pay XTIVIA a placement fee equal to twenty-five percent (25%) of first year compensation.

**8.2** In consideration of entering into this Agreement by XTIVIA, Client hereby covenants and agrees that it shall not, during the term of this contract, and for a period of two (2) years thereafter, retain the services of any of XTIVIA's employees or former employees who worked at Client's site or provided Client service, through any other entity.

#### **9.0 General Provisions.**

**9.1** Each party warrants that it has full corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder.

**9.2** Neither party may sell, transfer or assign this Agreement, except to entities controlling or controlled by that party, or to entities acquiring all or substantially all of its assets, without the prior written consent of the other, which consent shall not be unreasonably withheld.

**9.3** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.



9.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing signed by a duly authorized representative of the parties.

9.5 This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the state of New York. The Federal and State courts within the State of New York shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

9.6 Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

9.7 Each party shall permit the other party reasonable access to its facilities in connection with work under this Agreement. It is agreed that reasonable prior notification will be given when access is required.

9.8 All services XTIVIA provides under this Agreement shall be of professional quality and performed by reasonably skilled personnel in a professional manner.

9.9 Tools, scripts, and procedures developed by XTIVIA and used to deliver service monitoring are the property of XTIVIA. If monitoring is terminated, Client agrees to remove XTIVIA scripts from their systems and discontinue their use and transmission of data.

v. 20170503

## Microsoft Premier Support Services Description Schedule: Fee and Named Contacts:

(Microsoft Affiliate to complete)

Premier Support Services Description Number


001469135

REN\_001469135

Customer Name: **Sweetwater Union High School District**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>Sweetwater Union High School District</b>	Name <b>Microsoft Corporation</b>
Signature	DocuSigned by:  B86AD8E788C548A
Name of person signing (please print) <b>Karen Michel</b>	Name of person signing (please print) <b>Kris Caceres</b>
Title of person signing (please print) <b>Chief Financial Officer</b>	Title of person signing (please print) <b>solutions specialist</b>
Date	Date <b>5/18/2017</b>
<b>Term</b>	
This Schedule will commence on <b>7/1/2017</b> (the "Commencement Date") and will expire on <b>6/30/2018</b> (the "Expiration Date").	

**1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

**a. Fee Summary**

Country: United States	Price
Standard 0	\$85,470
<b>Total</b>	<b>\$85,470</b>

**b. Services by Support Location**

Country : United States (Standard 0)
<ul style="list-style-type: none"> <li>Support Account Management Included</li> <li>Up to 150 hours for Support Assistance*</li> <li>Up to 80 hours for Problem Resolution Support</li> <li>Twelve (12) Onsite Visits</li> <li>Unlimited User Access to Premier Online Website Included</li> </ul>

\* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s)

## 2. MICROSOFT CONTACT

**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

<b>Microsoft Contact Name: Kris Caceres</b>
Address: Microsoft Corporation <b>Attn: Kris Caceres</b>
Phone: (916) 208-0269
Email: <a href="mailto:krisc@microsoft.com">krisc@microsoft.com</a>
Facsimile:

## 3. CUSTOMER NAMED CONTACTS

Contacts will be carried forward from the previous Term.



## Microsoft Master Services Agreement – State and Local

Microsoft Master Services Agreement Number  
Microsoft affiliate to complete


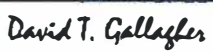
DD1469135

This Microsoft Master Services Agreement is entered into between the following entities as of the effective date identified below. This agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This agreement contains terms of the relationship between you and us. If you contract for services from us under this agreement, the specific terms of those transactions will be contained in this agreement and any statement of services incorporating this agreement.

If the first statement of services entered into under this agreement is given an effective date that is earlier than the effective date of this agreement, the effective date of this agreement will be that earlier date for the purposes of that statement of services.

By signing below, each party acknowledges that it has read and understood the terms of this agreement and agrees to be bound by these terms.

<b>Customer</b>	<b>Microsoft Affiliate</b>
Name of Customer (please print) <b>Sweetwater union High School District</b>	Name <b>Microsoft Corporation</b>
Signature 	Signature  DocuSigned By: David T. Gallagher
Name of person signing (please print) <b>KAREN MICHEL</b>	Name of person signing (please print) <b>David T. Gallagher</b>
Title of person signing (please print) <b>CHIEF FINANCIAL OFFICER</b>	Title of person signing (please print) <b>Director of Contracts</b>
Signature date <b>8/11/2016</b>	Signature date (may be different than Effective Date) <b>8/11/2016</b>
	Effective Date (may be different than Signature Date) <b>8/16/16</b>

**Contact information.** Each party will notify the other in writing if any of the information in the following table changes. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

<b>Customer</b>		
Name of Customer *		Contact Name * (This person receives notices under this agreement pursuant to Section 12 (Notices)).
Street Address *		Contact Email Address *
City *	State/Province *	Phone
Country *	Postal Code *	Fax
<b>Microsoft</b>		
Notices to Microsoft should be sent to ( <i>Microsoft affiliate to complete</i> ): * Kevin Hartley Senior Attorney Microsoft Corporation 5335 Wisconsin Ave., NW Suite 600 Washington, DC 20015		<b>Copies should be sent to:</b> Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

## ***Terms and Conditions***

**1. Definitions.** In this agreement, a “party” or “parties” means you and/or us as the context requires. “You” means the entity that has entered into this agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this agreement. “We”, “us”, or “our” means, the Microsoft entity that has entered into this agreement and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

“**affiliate**” means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state’s jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. “**Ownership**” means more than 50% ownership.

“**contractor(s)**” means any third party supplier or other provider of computer technology or related services;

“**developments**” means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services;

“**fixes**” means product fixes, modifications or enhancements or their derivatives that we either release generally, (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

“**joint ownership**” means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

“**open source license terms**” means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge;

“**pre-existing work**” means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services;

“**product**” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party;

“**service deliverables**” means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services;

“**services**” means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement;

“**statement of services**” means any work orders, services descriptions, or other statement of services referencing this agreement.

**2. Services.** The precise scope of the services will be specified in a statement of services. You or any of your affiliates may enter into statements of services under this agreement with our local affiliate. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This agreement does not obligate either party or its affiliates to enter into any statements of services.

**3. Ownership and license of service deliverables.**

- a. Products and fixes.** All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.
- b. Pre-existing work.** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

- c. Developments.** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.
- d. Affiliates rights and sublicensing to affiliates.** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

- e. Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.
- f. Reservation of Rights.** All rights not expressly granted in this section are reserved.

**4. Restrictions on use.** You may not:

- a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
- b) Reverse engineer, de-compile, or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. You must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**5. Supportability.** We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by you.

**6. Fees.** You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts. We will have no obligation to continue to provide services if you fail to make timely payment.

**7. Confidentiality.** Subject to the requirements of your public records and trade secret laws (if any):

**a. Confidential information.** Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this agreement and any statement of services.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

**b. Use of confidential information.** For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

Each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

- c. Cooperation in the event of disclosure.** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- d. Knowledge base.** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

## **8. Warranties.**

**a. Services.** We warrant that all services will be performed with professional care and skill.

**b. No other warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

**9. Defense of infringement and misappropriation claim.** We will defend you against any claims made by an unaffiliated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "**misappropriation**" and "**trade secret**" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly

infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9. This Section 9 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

#### **10. Limitations of liability.**

- a. Limitation on Direct Damages.** There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid under the applicable statement of services for the services giving rise to the claims. In the event services or any service deliverables are provided to you on a gratuitous or no-charge basis, our total liability to you will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:
- (i) our obligations under Section 9;
  - (ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and
  - (iii) our obligations under Section 7.
- b. NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- c. Application.** Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

**11. Term and termination.** This agreement will remain in effect until terminated. The parties signing the cover page of this agreement may terminate it at any time by giving the other party at least 60 calendar days prior written notice.

Either party signing the cover page may terminate this agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach.

The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent statements of services that incorporate the terms of this agreement. Termination of this agreement will not, by

itself, result in the termination of any statements of services previously entered into (or extensions of the same) that incorporate the terms of this agreement, and the terms of this agreement will continue in effect for purposes of such statements of services unless and until the statement of services itself is terminated or expires.

The term of any statement of services will be set forth in an applicable statement of services. In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate it for any reason by giving our affiliate that signed the statement of services 30 calendar days prior written notice. Either party signing a statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

**12. Notices.** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile or email to the addresses indicated on the cover page of this agreement or on an applicable statement of services, if different. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile or email confirmation of delivery.

**13. Insurance.** We will procure and maintain the following insurance coverage, at all times when performing services on your premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence;
- b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
- c) Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
- e) Automobile Liability (if vehicles are brought on your premises or used in the performance of the services) with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

**14. Miscellaneous.**

- a. Assignment and right to subcontract.** Neither party may assign this agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.
- b. Independent contractor.** We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.
- c. Applicable law; dispute resolution.** This agreement together with the applicable statement of services will be governed by the laws of your state, without giving effect to its conflict of law



provisions. Disputes relating to this agreement will be subject to applicable mandatory dispute resolution statutes and regulations of your state.

- d. *Entire agreement.*** This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this agreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.
- e. *Survival.*** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above, if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.
- f. *Severability.*** If a court holds any provision of this agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the stricken clause to the maximum extent possible.
- g. *Waiver.*** No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- h. *Force majeure.*** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- i. *Counterparts.*** This agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).
- j. *Cost or pricing data.*** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.
- k. *Non-exclusivity.*** This agreement (including any statement of services incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.



**June 12, 2017**

**Board Item - N.-2.**

**Issue:**

Request for Proposal No. 67-2602-LB - Bond Performance Audit Services.

**Superintendent's Recommendation:**

Approve Request for Proposal (RFP) and award Contract No. 67-2602-LB for bond performance audit services for the Proposition O Bond Program to the proposer with the highest points total based on the evaluation criteria of the RFP and also determined by the evaluation committee, which is Moss Adams, LLP.

**Analysis:**

This RFP provides for the review of the Proposition O Bond Program.

Ninety-three firms were notified. The RFP was uploaded to the district's website. The RFP was advertised in the newspaper for two weeks as required by Public Contract Code Section 20112. Three proposals were received. All proposals were evaluated by a review committee.

The proposer with the highest points based on the evaluation criteria of the RFP is Moss Adams, LLP, for \$65,200.

For questions regarding this board item, please contact Karen Michel at (619) 691-5551 or karen.michel@sweetwaterschools.org.

**Fiscal Impact:**

Expenditure of \$\$65,200, to be paid from the 2017-2018 Proposition O Funds, Resource Code: 0000.

**ATTACHMENTS:**

Description	Type
❑ RFP No. 67-2602-LB Bond Performance Audit Services	Backup Material
❑ RFP No. 67-2602-LB Addendum No. 1	Backup Material

# REQUEST FOR PROPOSAL NO.: 67-2602-LB FOR BOND PERFORMANCE AUDIT SERVICES

Sweetwater Union High School District is seeking a  
qualified firm to perform bond program performance  
audit services

*RFP Release  
Date: April  
14, 2017  
Submission  
Deadline:  
May 4, 2017*



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## INTRODUCTION

### 1. Introduction

Sweetwater Union High School District ("District") is seeking qualified professional firm to provide bond program performance audit services for our Proposition O Bond Program as described herein. The audit will be for fiscal year ending June 30, 2017. The District may also be interested in an option to extend audit services for two additional years once approved by the Board of Trustees. Qualified firms must meet all of the criteria contained to be considered.

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Bond Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

### 2. Background

The Sweetwater Union High School District office is located in Chula Vista, California. The boundaries of the District extend to the following cities, National City, Imperial Beach and South San Diego. The district is primarily a secondary school district, providing services to approximately 41,000 students in grade K-12. We currently have 12 high schools, 11 middle schools/junior high schools, 1 continuation high school, 1 charter high school, 2 elementary charter schools and 20 alternative education schools/programs. In addition, we also operate 4 adult education sites. Additional detailed information about the District may be found at [www.sweetwaterschools.org](http://www.sweetwaterschools.org).

On November 7, 2006, the voters of San Diego County approved, by more than 55%, Proposition O which authorized the issuance and sale of \$644,000,000 of general obligation bonds. On March 12, 2008, the District issued a series 2008A of the Election of

2006 General Obligation Bonds in the amount of \$180,000,000. On March 9, 2016, the District issued a series 2016B of the Election of 2006 General Obligation Bonds in the amount of \$97,000,000.

Proposition O is a Proposition 39 bond. The passage of Proposition 39 on November 7, 2000, amended the California Constitution to include accountability measures. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of **January 2017**:

NAME	REPRESENTATION
Nick Marinovich	Chair – Member at Large
Daniel Gutowski	Vice Chair - Member at Large
Vacant	Member at Large
Vacant	Member at Large
Robert Carriedo	Business Organization Member
Terrance McKearney	Bona Fide Taxpayer Association
Rafael Muñoz	Senior Citizen Organization
Diane Gerken	Parent and Active in Parent – Teacher Organization Member



Ditas Yamane	Parent of SUHSD Student
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### 3. Critical Date

**Proposal Due Date:** It is mandatory that proposals in response to this RFP shall be submitted **SEALED envelope or box**, no later than **May 4, 2017 at 4:00 p.m.** All proposals must be submitted to:

**Sweetwater Union High School District  
Purchasing Department  
1130 Fifth Avenue  
Chula Vista, CA 91911-2986  
Attn: La Norris Blake, Contracts Manager**

Proposals received after the deadline will be returned unopened.

#### Schedule of Events

Proposers interested in submitting responses to this RFP should do so according to the following schedule. A proposer may be disqualified from further consideration for failing to adhere to the dates and times specified below. All times referred to in this RFP is Pacific Time (PDT). Proposer may be required to present at subcommittees.

EVENT	DATE, TIME
Release of RFP	April 14, 2017
Deadline for Questions	April 28, 2017 12:00 p.m. (PDT)
Proposal Due Date and Time	May 4, 2017 4:00 p.m. (PDT)
Oral Presentations/ Interviews – If required	Week of May16 , 2017 10:00 a.m. (PDT)
Recommendation of Award to Board of Trustees	June 12, 2017 6:00 p.m. (PDT)
Tentative deadline for draft audit report and presentation to Audit/Finance Subcommittee and CBOC	October 2017
Tentative deadline for final audit report and Presentation to Audit/Finance Subcommittee and CBOC	November 2017

Presentation to the Board of Trustees of the Sweetwater Union High School District and approval by the Board of Trustees	December 11, 2017
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**Note: The above dates and times are subject to change at the option of the District.**

## GENERAL INSTRUCTION

### 4. Submittal Response

The respondent shall submit **five (5) bound copies, one (1) original and one (1) electronic copy (USB Flash drive or CD Rom) of the submittal on or before 4:00 p.m. (local time), May 4, 2017 to:**

**Sweetwater Union High School District  
Purchasing Department  
1130 Fifth Avenue  
Chula Vista, CA 91911-2986  
Attn: La Norris Blake, Contracts Manager**

Responses received after **4:00 p.m., May 4, 2017**, will be rejected by the District and returned without review. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District Purchasing Department confirming receipt by the above-specific deadline.

The District shall not be responsible for, nor accept as a valid excuse for late response delivery, any delay in mail service or other method of delivery used by the respondent.

Faxed and/or Emailed RFP's will not be accepted. All responses shall be enclosed in a sealed package(s) plainly marked with the words

**"Response to RFP No. 67-2602-LB Bond Performance Audit Services"**

Proposal packages submitted by proposers must include the District's Request for Proposal package, along with the Proposal and Agreement forms and Pricing Sections. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

All Responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 60 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.

## 5. Questions from Respondents

Questions or comments regarding this RFP must be in writing and received no later than **12:00 p.m. (local time) on April 28, 2017**. Any written or called in questions submitted after the deadline, will not be answered. Any questions relative to the proposal shall be directed, in writing, on company letterhead, to La Norris Blake, Contracts Manager at [lanorris.blake@sweetwaterschools.org](mailto:lanorris.blake@sweetwaterschools.org).

**Subject Line: Bond Performance Audit Services RFP Questions**

## 6. RFP Addenda/Clarification

If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the response documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties that obtained a copy of the RFP directly from DemandStar. The District shall not be held liable for oral representations made by its officers, employees or agents. Any addenda will be sent by e-mail and posted to DemandStar <http://www.demandstar.com>. It shall be the responsibility of the respondents to inquire of the District as to any addenda issued. This may be done by emailing the Contracts Manager at [lanorris.blake@sweetwaterschools.org](mailto:lanorris.blake@sweetwaterschools.org), prior to the response-submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. **Proposers shall not contact any other employee, officer or representative of the District regarding this proposal.**

## 7. Joint Offers

The District intends to contract with a single firm and not with multiple firms doing business as a joint venture or LLP. Each proposing team shall identify a lead representative firm from their team for the duration of the RFP is applicable.

## 8. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations," and incorporated in the Appendix section of your submittal. Please furnish the following information in the Appendix section of your submittal. Submit a declaration under penalty of perjury by an authorized corporate officer or principal, stating that reasonable diligence has been used in preparation of the proposal submitted in response to the RFP and that all information provided in response to Paragraphs (8.1) through (8.4) below is true, correct and complete.

- 8.1 Type of organization or company structure
- 8.2 Number of years the firm has been in business
- 8.3 Location of principal office that will be responsible for the implementation of this contract
- 8.4 The individual or official of this firm who has the power to bind the firm contractually must sign the submittal. The submittal preparation and associated direct costs are the sole responsibility of the proposer and will not be reimbursed by the District.

## 9. Confidential Information

The, Proposal, and any other supporting materials submitted to the District in response to this RFP, if requested, will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. It is understood that proposal made in response to the RFP may contain technical, financial, or other data, the public disclosure

of which would cause substantial injury to the Consultant's competitive position or that would constitute a trade secret. To protect this data from disclosure, the proposer should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any Proposal, and any other supporting materials.

## 10. Disclosure and Trade Secrets

The data on pages of this proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, shall be reviewed as containing information as which are trade secrets, disclosure of which would cause substantial injury to the proposer's competitive position. The proposer by using this annotation method requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

## 11. Conflicts of Interest

The Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

## 12. Report Requirements

- 12.1. The Audit Report shall be addressed to **Dr. Karen Janney, Superintendent**, and to the Board of Trustees of the Sweetwater Union High School District
- 12.2. A Management Letter addressed to **Ms. Frances Martinez, Internal Auditor**, which shall explain in greater detail the findings. It should also include a statement of audit findings and systems, legality of actions, other instances of non-compliance with laws and regulations, and any other material matters, if applicable.
- 12.3. The auditor is expected to make a formal presentation of the audit report to the Audit Finance Subcommittee as well as the Citizens' Bond Oversight Committee and separately Board of Trustees.

## 13. Assistance Available to Awarded Auditor

- 13.1. District staff, consultants, and contractors will be available to provide audit assistance.
- 13.2. The audit firms who performed the most recent bond program audits are listed in Exhibit H.
- 13.3. Ms. Frances Martinez, Internal Auditor, will sign the required representation letters.

## 14. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the responder in: (1) preparing its response to this RFP; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of contract award and subsequent Notice to Proceed, if any, resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

## 15. No Commitment to Award

Issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

## 16. Notice

The data on pages of this proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, contain information, which are trade secrets, disclosure of which would cause substantial injury to the Consultant's competitive position. The Consultant requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

## 17. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

## 18. Withdrawal of Statement of Qualifications

The Consultant or team may withdraw his/her RFP at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Consultant's organization to the attention of **Ms. La Norris Blake, Contracts Manager**. All consultants must present their written request for withdrawal in person with proof that they are representatives of the company withdrawing the RFP.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. **Withdrawal or modification offered in any other manner will not be considered.**

## 19. District's Representative

The District's representative will be:

Ms. Frances Martinez  
Internal Auditor  
Sweetwater Union High School District  
1130 Fifth Avenue  
Chula Vista, CA 91911  
(619) 585-4427

## RESPONSE FORMAT AND CONTENT

### 20. Presentation

No proposal shall receive consideration by the Sweetwater Union High School District unless made in accordance with the instructions detailed herein. The proposal must be in black ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed **twenty five (25)** single side pages in length, excluding the Executive Summary Letter, Table of Contents, Divider Tabs and the required Appendix. The form, content and sequence of the response should follow the outline presented below.

### 21. Proposer Identification

Each proposal must state the full business address of the proposer and must be signed by the proposer with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.



The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A proposer's failure to properly sign required forms may result in rejection of proposal.

## 22. Response Content

The following format has been prepared as the guide for the development of the proposal in response to the RFP. Responses should address each item thoroughly and follow this format. Comments should be specific and generalized discussions should be avoided. Submittals must be limited to responses to the questions and issues outlined below.

All individuals that will be directly involved with the project should be identified and represent the firm in all discussions and interviews.

### 22.1. Executive Summary (Limit: 2 Pages)

The executive summary shall be addressed to La Norris Blake, Contracts Manager, and should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

- 22.1.1 Legal name of the firm.
- 22.1.2 State whether the firm is local, national, or international
- 22.1.3 Type of firm (individual, corporation, etc.).
- 22.1.4 Provide a brief description of your firm, including number of years in business.
- 22.1.5 Number of employees located in Southern California Counties (San Diego, Orange, Los Angeles, Riverside, San Bernardino, etc.).
- 22.1.6 Date firm established.
- 22.1.7 California Business License Number.

- 22.1.8 Tax Identification Number.
- 22.1.9 Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.
- 22.1.10 If submitting as a team, note which team member (company) is the prime consultant or if it will be a prime sub-consultant(s) contractual relationship.
- 22.1.11 Briefly state the proposer understands of the work to be done and make a positive commitment to perform the work within the time period.

## **22.2 Table of Contents (Limit: 1 Page)**

- 22.2.1 Table of Contents is to be included in the RFP and is to be no more than one (1) page.

## **22.3 Proposed Staffing and Project Organization (Limit: 2 Pages)**

In this section please discuss the staff of proposing firm who would be assigned to work with the District.

- 22.3.1 Identify persons that will be principally responsible for working with the District. Include short resumes for each designated individual. Indicate the role and responsibility of each individual. This also includes sub-consultants. Specifically discuss the team's background, experience, and training in executing the scope of services of this size and scope specified herein.
- 22.3.2 Provide brief resume of advisors that will be working directly with the District. Please also indicate number of years employed by firm.
- 22.3.3 Provide a brief description of the continuing education training over the past two years to all audit team members.

## **22.3 Mandatory Information (Limit: 5 Page)**

- 22.4.1 Affirm that the proposer is a properly licensed Certified Public Accountant.

- 22.4.2 Affirm that the proposer meets the independence standards of the GAO Government Auditing Standards (most current revision).
- 22.4.3 A statement regarding the independence of the audit team.
- 22.4.4 A statement of any business, family or financial interest that the Proposer may have with any officer, agent, employee, or director of the District.
- 22.4.5 A copy of the most recent peer review report.

## 22.5 References and Expertise (Limit: 3 Pages)

- 22.5.1 Please provide at least five recent (over five years) districts or other entities for whom your firm has provided services similar to what is being requested in this RFP. If referencing school districts, it should be similar in size to Sweetwater Union High School District. Please include the following information below:
  - Year(s): i.e. 2014
  - Institution/Entity: i.e. XYZ USD
  - Contact Person: i.e. Smith, John
  - Title: i.e. Audit Officer
  - Contact Phone Number: i.e. (619) 555-5555
  - Dollar Value of Project: i.e. \$50,000,00
  - Implementation: i.e. 30 Days
- 22.5.2 Please demonstrate your knowledge and expertise in achieving the required scope of work.

## 22.6 Methodology/Schedule (Limit: 3 Pages)

- 22.6.1 An overview of the proposers audit approach.
- 22.6.2 Estimated hours by staffing level assigned.
- 22.6.3 The hourly rate for each staffing level assigned.
- 22.6.4 The audit timeline.
- 22.6.5 Provide a cost breakdown of tasks/deliverables.

## 23. Agreed Upon Procedures (Limit: 2 Pages)

- 23.7.1 Affirm that the audit will be made in accordance with the GAO Government Auditing Standards and will be consistent with Proposition 39 objectives to ensure that funds are spent on projects for which the ballot initiatives indicated the funds would be used and that such an examination is subject to the inherent risk that errors or irregularities may not be detected.
- 23.7.2 State conditions, that if discovered, would lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services the auditor will promptly advise the District. Finally, state that extended services will not be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.

## Documentation of Financial Responsibility

### 24. Fiscal Stability

The Proposer should provide evidence of the firm's corporate stability including:

- 24.1.1 A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- 24.1.2 A letter from a financial institution stating a current line of credit; and Latest audited financial statement and/or annual report that have been certified by a CPA.

This information will remain confidential and is not subject to public disclosure.

### 25. Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)

Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years related to your firm. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

In addition, provide the project name, date of dispute/claim, name of entity against whom the Claim was filed, a brief description of the nature of the claim, the court and case number and a brief description of the status of any claim in excess of \$10,000 made against owner concerning professional services work performed by consultant or sub-consultant work for consultant. Provide details of any of the following actions:

- 25.2.1 If any regulatory agency has taken disciplinary action against firm or consultant team members in Statement of Qualification,
- 25.2.2 If the firm has even been convicted of a federal or state crime of fraud, theft or other act of dishonesty,
- 25.2.3 If the firm has ever been convicted for a crime involving any federal, state, or local law related to construction,
- 25.2.4 If a licensed responsible-in-charge individual on the proposed team or to the firm has been found liable in a civil suit for material misrepresentation to any public agency or entity,
- 25.2.5 If in the last five (5) years a licensed responsible-in-charge individual on the proposed team or the firm has been debarred, removed or otherwise prevented from bidding on, or competing on any government agency or public works project for any reason,
- 25.2.6 If any insurance carrier in the last five (5) year, for any form of insurance, refused to renew an insurance policy for a licensed responsible-in-charge individual on the proposed team or the firm based on non-payment or losses.
- 25.2.7 Failure to enter into a contract or professional services agreement once selected.
- 25.2.8 Withdrawal of a proposal as a result of an error.
- 25.2.9 Termination or failure to complete a contract.
- 25.2.10 Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or

conviction of violating any other federal or state law related to bidding or professional services performance.

- 25.2.11 Knowing concealment of any deficiency in the performance of a prior contract.
- 25.2.12 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- 25.2.13 Willful disregard for applicable rules, laws or regulations.

## **26. Insurance (Limit: 1 Page – Not Including Supporting Documentation)**

Firms are to provide a letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:

- 26.3.1 Consultant shall, at all times during the term of this Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant. Said policy or policies shall be issued by an insurer rated in A. M. Best's Insurance Guide with a rating of at least A-:X. Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering "Any Auto" utilized by Consultant in performing its services hereunder.
- 26.3.2 Consultant agrees to maintain in force, at all times, during the performance of work under this Agreement, Worker's Compensation Insurance as required by law of the State of California.
- 26.3.3 Consultant agrees to maintain in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000. Further, if such insurance is on a claims made basis, Consultant

agrees to maintain in full force and affect such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.

26.3.4 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without ten (10) days prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage.

26.3.5 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may take out necessary insurance and pay, at consultant's expense, the premium thereon.

26.3.6 At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate of insurance, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on ten (10) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Consultant shall promptly file with the District such certificate or certificates.

26.3.7 The insurance provided by Consultant shall be primary to any coverage available to District. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.

26.3.8 Sub-consultant Insurance Requirements - Unless otherwise approved by the District, the Auditor's sub-auditor, engineers, experts and other consultants shall comply with each and every insurance requirement of this section.

## COST PROPOSALS

### 27. Cost Proposals (Limit: 1 Page)

Consultant shall complete Exhibit E Cost Proposal for Bond Audit Services. Note, the District reserves the right to negotiate with any firm or all firms who maybe short listed.

## MISCELLANEOUS INFORMATION

### 28. Appendices – Add Options (Limit: None)

Include all appendices as necessary to fulfill requirement for the RFP.

### 29. Packet Submission

Proposals shall be submitted in **sealed packages** with the following information clearly marked on the outside of the package:

- 29.1 Name of Proposer
- 29.2 Cost Proposal in separate, sealed envelope
- 29.3 Name of the RFP firm is submitting for

## RESPONSE EVALUATION AND CONTRACT AWARD

### 30. Method of Award

Award shall be made to the proposer whose proposal is scored, by the District's evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality or non-substantive irregularity in the proposals as the interests of the District may require.

**As a means of maintaining the integrity of the formal evaluation process, contacts with individual members of the evaluation committee, district officers, employees or agents, or members of the Board of Trustees, on behalf of any proposer relative to this RFP shall be considered inappropriate and "WILL" lead to disqualification of the proposer.**



The District reserves the right to award a contract in response to the RFP at any time up to ninety (90) days from the date set for submittal of proposals.

### 31. Evaluation Criteria

The Sweetwater Union High School District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP. The District may or may not conduct interviews as part of the selection process. The District reserves the right to reject any and all Project Proposals and to negotiate the terms and conditions of the contract for the procurement of audit services.

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection of an auditor will be dependent upon both fees and technical expertise in bond performance audits.

The selection process for the proposer(s) will include the following evaluation and point assignment/rating criteria:

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
<b>Experience and Knowledge</b> – The District will consider and rate the proposer’s experience in previously performed audits of this nature, size and scope.	35 Points Maximum
<b>Cost/Pricing</b> – The District will consider and rate all costs submitted by proposal.	25 Points Maximum
<b>Qualifications of the Staff</b> - The District will consider and rate stability, qualification, and depth of knowledge of proposer’s staff.	25 Points Maximum
<b>Responsiveness of the Proposal</b> – The District will consider how clearly the proposal has stated an understanding of the work to be performed.	15 Points Maximum
<b>Possible Points</b>	<b>100 Points</b>
<b>Oral Presentation/Interview</b> – The District will consider and rate the oral presentation/interview. <b>(IF REQUIRED)</b>	10 Points Maximum
<b>Grand Total Points</b>	<b>110 Points Maximum</b>

#### 31.1 Oral Presentation/Interview

Upon selection of the most qualified respondents, the District will require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. Once interviews have been conducted, the

District's appraisals of the presentations will also be factored into the final scores assigned to the responses. **However, respondents are advised that award may be made without interviews or further discussion.**

### 31.2 Oral Presentation/Interview Questions

31.2.1 Share with the evaluation panel your firm's experience with providing bond performance audit services with districts similar to the size and required scope of work the District.

31.2.2 Prepare to discuss the experience your firm's key members that will complete the requested scope of work. Key members must match the resumes submitted as part of this RFP. **(Key members must be present during the oral presentation/interview).**

31.2.3 Due to the time constraints of the RFP. Please discuss how your firm will meet the required deadlines.

31.2.4 Prepare to discuss a sample deliverable **(Report of Audit Findings).**

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a respondent's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

## 32. Contractual Agreement

The audit contract will be for a specified period of time. Audit work may commence when the selection of the auditor is completed. Any additional audit work must be authorized by the Chief Financial Officer.

Sufficient copies of the audit report shall be provided in order to supply each School Board member with a copy of the report, as well as to provide each responsible member of management with a copy. In addition, sufficient copies shall be provided to supply state and local authorities with copies.

Each Auditor shall retain the audit work papers for at least five (5) years. The working papers will be available for examination by authorized representatives of the appropriate agency involved with special projects operated by the District. Also, the State Controller shall be granted access to audit working papers prepared by the auditors, if requested.

### **33. Contract Type**

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

### **34. Contract Award**

It is the intent of the District to award one contract as the result of this RFP, after creating a short list of consultants to provide services. However, the District reserves the right to apportion the requirements of this RFP among multiple Consultants if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

## **GENERAL PROVISIONS**

### **35. Rejection of Proposals**

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

### **36. Multiple Proposals**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

### 37. Amendments

The terms and conditions contained in the Request for Proposals and Contract herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued during the time of the RFP process shall form a part of the drawings and specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

### 38. News Release

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

### 39. Billing

Specify any prompt payment discount: /Net 30 days / \_\_\_\_% \_\_\_\_ Days

Discounts will not be considered when evaluating the proposal.

### 40. Invoicing

Proposer shall issue separate invoices on a monthly basis for all services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

**Sweetwater Union High School District  
Accounts Payable  
1130 Fifth Avenue  
Chula Vista, CA 91911**

Each invoice must reference **RFP No. 67-2602-LB** and the assigned, applicable invoice number. Invoices for the District's portion shall be processed for payment once a month.

### 41. Disputed Charges/Billing

In the event that the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the proposer, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the proposer, both parties agree to arbitration by an impartial third party. The contracted proposer shall not disrupt long distance service to the District for such issues pending resolution.

#### **42. Taxes**

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in your fee sections. Federal excise taxes are not applicable to school districts.

#### **43. Proposal Negotiations**

A submittal containing terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive.

#### **44. Telephone Expense**

Any expense resulting from long distance phone calls related to this project shall be paid for by the Proposer. The District reserves the right to make “collect” long distance telephone calls to any Proposer, or the Proposer must provide a toll-free telephone number, for any reason related to this proposal, i.e., scheduling, literature, affirmative action information, work status checks, order placement, etc.

#### **45. Cost Liability**

District assumes no responsibility or liability for costs incurred by the Proposer prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

#### **46. Independent Price Determination**

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting

competition as to any matter relating to such prices with any other proposer or with any competitor.

- 46.1. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other proposer or to any competitor.
- 46.2. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that he/she:

- 46.3. Is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.
- 46.4. Is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify the terms stated in the Independent Price Determination section. If these terms have been modified or deleted, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

#### **47. Extra, Additional or Omitted Work Payment**

The Board of Trustees may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Proposer. This may be done without the formality of securing proposals, if the increase so agreed upon does not exceed the greatest of ten percent (10%) of the original contract price of the amount authorized by law.

#### **48. Assignment**

The Proposer shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

#### **49. Anti-Discrimination**

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

#### **50. Governing Law and Venue**

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

#### **51. Gratuities**

Proposers shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

## 52. Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-proposers should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

## 53. Proposer Conduct

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of proposers or subcontractors in advance of official announcement.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees.



#### **54. Right to Acquire Services**

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent services from other sources when deemed to be in the District's best interest.

#### **55. Board of Trustees Approval**

Award is subject to the acceptance by the Sweetwater Union High School District Board of Trustees at a regularly scheduled meeting.

## Exhibit A - Proposal Form

Board of Trustees  
Sweetwater Union High School District  
Purchasing Department  
1130 Fifth Avenue  
Chula Vista, CA 91911

Re: **Request for Proposal No. 67-2602-LB**

To: Members of the Board of Trustees

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company: \_\_\_\_\_

Legal Status: \_\_\_\_\_  
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number: \_\_\_\_\_  
(Sole Proprietorship only)

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

## Exhibit B - Receipt of Request for Proposal (RFP) and Addenda

Upon return of the completed RFP for Consultant Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name		Initial
1	RFP dated <b>April 14, 2017</b>	
2	Addendum 1 (if applicable)	
3	Addendum 2 (if applicable)	
4	Addendum 3 (if applicable)	
5	Addendum 4 (if applicable)	
6	Addendum 5 (if applicable)	
7	Addendum 6 (if applicable)	
8	Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Exhibit C - Non-Collusion Affidavit

(To be executed by Proposer and submitted with Proposal)

State of California )  
 ) ss.

County of \_\_\_\_\_)

I, \_\_\_\_\_, being first duly sworn, deposes and says that the proposer is \_\_\_\_\_ of \_\_\_\_\_ the party making the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_, California.

Signature of Proposer \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public In and for said County and State

\_\_\_\_\_  
My Commission Expires

## Exhibit D - Consultant Business Type

### TO BE COMPLETED BY ALL CONSULTANTS AND SUB-CONSULTANTS

Consultant/Sub-consultant Name: \_\_\_\_\_

I declare under penalty of perjury that my business is (check all that applies):

- ☐ Small Business – A Small Business is one whose gross sales are less than \$1 million annually.
- ☐ Local Business – A Business headquartered in San Diego County.
- ☐ Emerging Business – An Emerging Business is one who has been business less than five years.

I started my business on \_\_\_\_\_

- ☐ Disabled Veteran-Owned Business – A Disabled Veteran-Owned Business is one that has a current certification from a California public agency. Certification must be attached.
- ☐ Other Businesses – A business, which does not meet any of the other definitions above, or for which the consultant or sub-consultant declines to state its category.

If it is determined that the information contained herein is not true and correct, it could potentially eliminate the Proposer from consideration for work on Sweetwater Union High School Projects.

Consultant/Sub-consultant: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Exhibit E – Cost Proposal for Bond Audit

1. **Cost:** Please indicate below cost for performance audit.

---

2. **Billable Hours:** Firms are to indicate the title of each team member to be assigned to the project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to the issuance of any contract agreement.

Team Member Title	Hourly Billable Rate	Total Estimated Project Hours	Extended Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$

3. **Other Costs:** Please indicate below any costs not specified above

---

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Total Proposal Fee: \$ \_\_\_\_\_

(Including all billable hours and costs referenced above in Sections 1, 2, and 3)

I/We, the undersigned, understand the information included in this proposal, regardless of whether requested or voluntarily submitted may become part of the any agreement subsequently made with Sweetwater Union High School District, and we attest to the best of our knowledge, to its accuracy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.

Signature of Proposer \_\_\_\_\_

Print Name and Title \_\_\_\_\_

## Exhibit G - Agreement

This Agreement is entered into by and between the Sweetwater Union High School District, hereinafter referred to as "District", and

---

hereinafter referred to as "Proposer".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

### I

#### TERM

The term of this Agreement shall be from June 19, 2017, through January 15, 2018; All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

### II

#### WORK

Proposer shall perform and render all services as prescribed and required by all documents forming a part of the proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

### III

#### NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

### IV

#### TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Proposer. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

### V

#### COMPENSATION

Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

### VI

#### METHOD OF PAYMENT

Proposer will be paid upon receipt and acceptance of materials and services by purchase order. For prompt payment, billing must be accurate in all details, and invoice must be submitted in duplicate to Sweetwater Union High School District, Accounts Payable, 1130 Fifth Avenue, Chula Vista, California 91911.

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in all documents forming a part of the proposal package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

PROPOSER\_\_\_\_\_

SWEETWATER UNION HIGH SCHOOL DISTRICT\_\_\_\_\_

Name of Company\_\_\_\_\_

Signature\_\_\_\_\_

Signature \_\_\_\_\_

Name Karen Michel\_\_\_\_\_

Chief Financial Officer\_\_\_\_\_

Name \_\_\_\_\_  
(Print or type)

Date\_\_\_\_\_

Title\_\_\_\_\_

Approved by the Board of Trustees on\_\_\_\_\_

Date\_\_\_\_\_

Item No. \_\_\_\_\_



## Exhibit H - Past Bond Audits

The following audit firms performed past bond audits:

YEAR	FINANCIAL AUDIT	PERFORMANCE AUDIT
2015 - 16	Vavrinek, Trine & Day & Co., LLP	Moss Adams LLC
2014 - 15	Vavrinek, Trine & Day & Co., LLP	Moss Adams LLC
2013 - 14	Vavrinek, Trine & Day & Co., LLP	Moss Adams LLC
2012 - 13	Vavrinek, Trine & Day Co., LLP	Nigro, Nigro, PC
2011 - 12	Vavrinek, Trine & Day Co., LLP	Nigro, Nigro, PC
2010 - 11	Christy White Accountancy Corp.	Eric Hall & Associates

## Exhibit I – Optional Renewal

This is Not an Amendment

Sweetwater Union High School District  
Purchasing Department  
1130 Fifth Avenue  
Chula Vista, California 91911-2896

Proposal Made By:

(Type Your Firm Name  
In This Space)

\_\_\_\_\_

### RFP No. 67-2602-LB

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#### CONTRACT RENEWAL CLAUSE

If mutually agreeable, the District reserves the right to consider the extension of the contract for up to two (2) additional one-year periods. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one or two calendar years thereafter. In addition, the District reserves the right to further extend the contract to the full extent allowed by law. Factors that would influence the District in exercising its option would be budgetary concerns, satisfactory service being rendered by the holder of the contract, and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of a contract renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the market and/or submission of documents.

**1<sup>st</sup> Option: (July 1, 2018 through June 30, 2019)**

\_\_\_\_ Yes \_\_\_\_ No

Bidder to indicate in space below the **MAXIMUM PERCENT** increase that would increase the price if the contract were to be extended.

% \_\_\_\_\_

**2<sup>nd</sup> Option: (July 1, 2019 through June 30, 2020)**

\_\_\_\_ Yes \_\_\_\_ No

Bidder to indicate in space below the **MAXIMUM PERCENT** increase that would increase the if the contract were to be extended.

% \_\_\_\_\_

## Exhibit J - Scopes of Work for Bond Audit

**The scope of services for Proposition O Bond Performance Audit may include but are not limited to, the following:**

1. Conduct performance audit procedures in accordance with Generally Accepted Government Audit Procedures (GAGAS).
2. Proposition 39 Compliance - Verification of SUHSD compliance with Proposition 39, which requires that Bond proceeds only be used for school facilities projects that were listed with the 2006 Proposition O Bond Fund.
3. District and Professional Services Staffing Plan for the Bond Program – Review of the District’s staffing plan for an approach to in-house staffing and consultant staffing that includes key metrics, such as, positions staffed, number of personnel, number of planned projects, and dollar value of planned projects utilized by the District to help determine organizational structure alignment with the Bond Program needs as segregated by modernization versus new project staffing needs.
4. Design and Construction Schedules Cash Flow Analysis – Review for the use of methods to track the schedule of available revenues and expenditures for all projects and to plan each building project in accordance with the availability of funds. Compare the District’s revenues and expenditures cash flow analysis and reporting to Government Financial Officers Association (GFOA) guidance on cash flow reporting and management guidance. Determine whether the District confirms the availability and appropriateness of revenue and cash sources for Bond Program financial management. Assess whether the District measures the adequacy of cash flow in relation to project requirements by timeframe for Proposition O.
5. Design and Construction Budget Management – Compare design and construction budget management practices to GFOA standards to measure the effectiveness of controls surrounding Bond-funded projects. Review for the use and reporting of adopted budget, budget-to-actual, budget-to-projected expenditures and revenue and means to clarify Bond Program progress and financial standing (e.g., narratives, graphs, charts, etc.). Analyze the design of budgetary management controls for the documentation and explanation of deviations from the original budget by key construction component for user reference.

6. Bidding and Procurement Procedures – Validate support for the use of sole source procurement was documented, cost justification was available and required approvals were applied. Summarize sole source procurement documentation reviewed and instances where the specifications were narrowly defined to be vendor specific. For competitive bids, verify compliance with requirements of the California school construction state requirements, Public Contracting Code, and state and other relevant laws and regulations. Evaluate procurement controls for application of competitive and compliant contracting practices. Review contractual pricing and change orders for increases to competitively bid project amounts when the project scope did not change.
7. Bond Program Master Planning and Reporting:
  - a. Master Planning – Review for the design and implementation of a master plan that identifies construction program scope priorities for the use of Proposition O funds. Determine whether plan established prioritization objectives using criteria such as facility safety, longevity and educational requirements. Assess the support for estimates used for establishing master plan budgets and use of the master plan in priorities in determining the use of Bond Program funds. Assess the basis for approval of Form 3500 requests, verify application of required approvals and ascertain the prioritization of approved requests, alignment with Master Plan priorities and status reporting.
  - b. Bond Program Reporting – Review for separated and distinct financial and budgetary reporting for Proposition O. Assess whether a standalone Proposition O report is provided to the Board of Trustees and Public to summarize progress against Bond Program plans with actual and forecasted cost comparison to budgets for planned projects. Review construction change order information reporting to required end users per District Policy to identify total change order impact for each project with cause and responsibilities for the change identified. Additionally, verify the application of Public Contract Code section 20118.4 for supporting documentation of cost and cause analysis applicable to change order approval decisions prior to change orders submission to the District Board of Trustees.
8. Claim Avoidance Procedures – Review for the implementation of procedures designed to prevent claims filed against the District related to construction projects for the period.

9. Materials Specifications – Determine whether the District has and uses a standardized items list and educational specifications, for Bond Program materials procurement, to identify facilities material requirements. Assess whether District materials requirements are available to project architects and designers, and verify whether materials specifications are used in procurements and provided to all bidders during the procurement process. Review for cost-benefit analysis performed in setting materials standards and for District Management approvals required for significant materials specification changes.
10. Cost Benefit and Value Engineering Analyses – Review cost benefit and value engineering analyses procedures and documentation of practices applied. Verify whether analyses conducted to determine if the requirements (i.e., materials, assets, systems, etc.) of the project or equipment purchase could be obtained at a lower price or for a better value, specifically when weighing cost, time and function. Assess whether value is determined by objective criteria that may include, but need not be limited to, price, features, functions, lifecycle costs and other criteria deemed appropriate by the District. Compare District practices to guidelines recommended by SAVE International®. Assess whether the District determined a cost threshold for the application of value engineering in a practical manner.
11. Maintenance of District Assets Funded with Proposition O and Warranty Conditions Compliance – Review District practices for maintenance of a list for all assets incorporated into school site construction and complete and accurate information regarding warrantied items. Verify the District implementation of controls surrounding the required maintenance of its assets in accordance with warranty terms, application of a formal system of logging this information for inventory purposes and use of warranties where possible.

**END OF DOCUMENT**



April 28, 2017

To: All Prospective Proposers

Re: Addendum No. 1  
Bond Performance Audit Services  
RFP No. 67-2602-LB

This Addendum forms a part of the Contract Documents and modifies the original RFP documents dated April 14, 2007, as noted below. Acknowledge receipt of this Addendum on Exhibit B – Receipt of Request for Proposal (RFP) and Addenda. Failure to do so may subject Proposer to disqualification.

The following modifications or clarifications in response to questions submitted shall be made part of the RFP and shall be taken into consideration when submitting proposals.

#### MODIFICATIONS

Non-Applicable

#### CLARIFICATIONS

Question No. 1 - On page 19 of the RFP, Section 26. Insurance, the RFP states: *"Firms are to provide a letter form insurance company indicating ability to provide insurance."* Is this a specific 'letter form' from an insurance company or is this possibly a typo?

**Answer No. 1 – (1) Proposers can provide a copy of a complete Acord 25 insurance certificate with all endorsements attached. The certificate must show the limits given in the RFP or (2) Proposer can have their insurance carrier provide a letter stating that the Proposer will be able to submit a current Acord 25 insurance certificate with all endorsements at the time of award with the limits given in the RFP.**

Question No. 2 - If the bidding firm is not a CPA firm, is it acceptable to have a licensed CPA on the project team?

**Answer No. 2 – Yes.**

Question No. 3 - Please explain what "implementation" means in 22.5.1 (References and Expertise).



**Answer No. 3 – How long did it take your firm to complete the audit?**

Question No. 4 - Should the original proposal be bound or unbound?

**Answer No. 4 – Unbound.**

**END OF ADDENDUM NO. 1**



**June 12, 2017**

**Board Item - O.-1.**

**Issue:**

Increase price for student meals.

**Superintendent's Recommendation:**

Approve increase of price for student meals.

**Analysis:**

On December 13, 2010, the President of the United States signed a reauthorization legislation that governs all Child Nutrition Programs (CNP). The Healthy, Hunger-Free Kids Act of 2010 (the Act), Public Law 111-296, makes many important improvements to the CNPs that serve millions of children.

For the 2017-2018 school year, sponsors currently charging below \$2.86, for a paid lunch are required to increase their paid lunch prices or add non-federal funds to the non-profit school food service account. The amount per meal increase will be calculated using a two percent rate increase plus the Consumer Price Index (2.64 percent), totaling 4.64 percent. Districts are required annually to use the School Year 2017-2018 Paid Lunch Equity (PLE) Tool to assist in making those calculations.

Full price status students currently pay \$2.70, for lunch. The PLE recommendation for increase is \$0.13. The district has the option of taking the lower recommended price increase of \$0.10, for 2017-2018.

District staff feels that an increase of \$0.10, for 2017-2018 will help with USDA compliance and reduce the financial impact to district families by taking the lower amount required.

The PLE Tool must be used annually to determine if a price increase is needed.

For questions regarding this board item, please contact Moisés Aguirre at 619/585-6060 or [moises.aguirre@sweetwaterschools.org](mailto:moises.aguirre@sweetwaterschools.org).



### Fiscal Impact:

Full price participation year-to-date is 220,421 meals served. With an additional \$0.10, price increase, nutrition services would receive an additional \$22,000, in revenue.



**June 12, 2017**

**Board Item - P.-1.**

**Issue:**

Board Policy 5144.

**Superintendent's Recommendation:**

Approve revised Board Policy 5144, Discipline.

**Analysis:**

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

The policy has been updated to reflect new Federal Guidance encouraging the use of disciplinary measures that provide appropriate interventions and supports rather than exclusionary discipline practices (e.g., suspension and expulsion). Policy also reflects new law (AB97, 2013) which requires the district's LCAP to include goals for addressing student engagement and school climate and adds optional language related to the establishment of a discipline matrix listing consequences associated with various violations.

For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 407-4920 or [joe.fulcher@sweetwaterschools.org](mailto:joe.fulcher@sweetwaterschools.org).

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
Board Policy 5144 Working Draft	Backup Material
Board Policy 5144 Unadopted Revised	Backup Material

**Students**

BP 5144(a)

**DISCIPLINE**

The Board of Trustees is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

1. ~~Desires to prepare youth for responsible citizenship by fostering self-discipline and personal responsibility~~
2. ~~Believes that good planning, a good understanding of each child, and parent/guardian involvement can minimize the need for discipline~~
3. ~~Believes that schools should be orderly and purposeful places in which students and staff are free to learn and teach without threat of physical or psychological harm~~
4. ~~Expects each school to annually convene a committee, including staff, parent/guardian and student representatives to develop/review clearly stated disciplinary rules in accordance with law to meet the school's individual needs~~
5. ~~Expects staff to enforce established disciplinary rules fairly and consistently~~
6. ~~Support school administration and staff in carrying out this policy~~
7. ~~Supports educational options/alternatives for students to assist in discipline in accordance with law~~

*(cf. 5131.2 – Bullying)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5138 – Conflict Resolution/Peer Mediation)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 6020 - Parent Involvement)*

The Superintendent or designee shall design a complement of effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

**Students**

BP 5144(b)

**DISCIPLINE** (continued)

In addition, the Superintendent or designee's strategies shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to become disengaged from school, such as detention, suspension, expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Coe 48900.5)

*(cf. 5020 – Parent Rights and Responsibilities)*

*(cf. 5144.1 – Suspension and Expulsion/Due Process)*

*(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6159.4 – Behavioral Interventions for Special Education Students)*

*(cf. 6164.5 – Student Success Teams)*

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

Board policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school shall develop disciplinary rules to meet the school's individual needs.

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

When misconduct occurs, staff shall implement appropriate discipline and attempt to identify and address the causes of the student's behavior. Continually disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy and administrative regulation. At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 3515.3 - District Police/Security Department)*

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 4158/4258/4358 - Employee Security)*

*(cf. 5136 - Gangs)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6164.5 - Student Success Teams)*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

*(cf. 6184 - Continuation Education)*

*(cf. 6185 - Community Day School)*

The Superintendent or his/her designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies

## Students

BP 5144(c)

### DISCIPLINE (continued)

adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques and development of strong, cooperative relationships with parents/guardians implementing effective disciplinary techniques.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

*(cf. 0460 – Local Control and Accountability Plan)*

*(cf. 3100 – Budget)*

### Prohibition of Corporal Punishment

The Board of trustees considers corporal punishment of students as an inappropriate corrective measure for student misbehavior and recognizes statutory prohibitions against corporal punishment. Therefore, it shall be the policy of the district to prohibit all forms of corporal punishment by any district employee against students.

### Definition of Corporal Punishment

Education Code 49001(a) defines corporal punishment as the willful infliction of, or willfully causing the infliction of, physical pain on a student. Corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons to prevent damage to district property, or to obtain possession of weapons or other dangerous objects within the control of a student.

### Superintendent to Develop Regulations

The Superintendent shall formulate such administrative regulations as necessary to implement this Board policy.

## Students

BP5144(d)

### DISCIPLINE (continued)

#### Legal Reference:

##### CIVIL CODE

1714.1 Parental liability for child's misconduct

##### EDUCATION CODE

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parents or guardians

49000-49001 Prohibition of corporal punishment

49330-49335 Injurious objects

52060-52077 Local control and accountability plan

##### CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

#### Management Resources:

##### CSBA PUBLICATIONS

*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009*

##### CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

*Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000*

##### STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

##### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleagues Letter on the Nondiscriminatory Administration of School Discipline, January 2014*

*Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999*

##### CDE PROGRAM ADVISORIES

1010.89 Physical Exercise as Corporal Punishment, CIL 89/9-3

1223.88 Corporal Punishment, CIL: 88/9-5

##### WEB SITES

CSBA: <http://www.csba.org>

California Department Education: <http://www.cde.ca.gov>

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Education: <http://www.ed.gov>

**Students**

BP 5144(a)

**DISCIPLINE**

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*(cf. 5131.2 – Bullying)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 5138 – Conflict Resolution/Peer Mediation)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
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The Superintendent or designee shall design a complement of effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to become disengaged from school, such as detention, suspension, expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Coe 48900.5)

*(cf. 5020 – Parent Rights and Responsibilities)*  
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**Students**

BP 5144(b)

**DISCIPLINE** (continued)

When misconduct occurs, staff shall implement appropriate discipline and attempt to identify and address the causes of the student's behavior. Continually disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy and administrative regulation. At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3515 - Campus Security)*  
*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 3515.4 - Recovery for Property Loss or Damage)*  
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*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
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The Superintendent or his/her designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques and development of strong, cooperative relationships with parents/guardians.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
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District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*

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**Students**

BP 5144(c)

**DISCIPLINE** (continued)

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**Superintendent to Develop Regulations**

The Superintendent shall formulate such administrative regulations as necessary to implement this Board policy.

*Legal Reference:*

*Legal Reference:*

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1714.1 Parental liability for child's misconduct

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CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

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*Management Resources:*

CSBA PUBLICATIONS

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Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleagues Letter on the Nondiscriminatory Administration of School Discipline, January 2014

CDE PROGRAM ADVISORIES

1010.89 Physical Exercise as Corporal Punishment, CIL 89/9-3

1223.88 Corporal Punishment, CIL: 88/9-5

Students BP

5144(d)

**DISCIPLINE** (continued)

WEB SITES

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California Department Education: <http://www.cde.ca.gov>

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Education: <http://www.ed.gov>



**June 12, 2017**

**Board Item - P.-2.**

**Issue:**

Board Policy 5144.1.

**Superintendent's Recommendation:**

Approve revised Board Policy 5144.1, Suspension and Expulsion/Due Process.

**Analysis:**

It is the goal of the superintendent and staff to review the district's board policies and administrative regulations on a regular basis and bring new and/or revised board policies and administrative regulations to the board of trustees for approval.

The mandated policy has been updated to reflect new law (AB97, 2013), which requires development of LCAP goals and actions addressing school climate, and new Federal Guidance encouraging appropriate interventions and supports rather than exclusionary discipline practices. Policy also adds optional language limiting the use of suspension for willful defiance or disruption of school activities, and deletes option which limited the board's authority to suspend enforcement of the expulsion order.

The mandated regulation reorganized for clarity and updated to reflect new law (AB256, 2013) which clarifies that a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. Regulation also includes a new optional section on "Stipulated Expulsion."

For questions regarding this board item, please contact Dr. Joe Fulcher at (619) 407-4920 or [joe.fulcher@sweetwaterschools.org](mailto:joe.fulcher@sweetwaterschools.org).

**Fiscal Impact:**

None.

**ATTACHMENTS:**

## Description

- Board Policy 5144.1 Working Draft
- Board Policy 5144.1 Unadopted Revised

## Type

- Backup Material
- Backup Material

**Students**

BP 5144.1(a)

**SUSPENSION AND EXPULSION/DUE PROCESS**

~~The Board of Trustees has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

~~(cf. 5144 – Discipline)~~

(cf. 5131 – Conduct)

(cf. 5131.1 – Bus Conduct)

(cf. 5131.2 – Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 – Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410- Nondiscrimination in District Programs and Activities)

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

**Appropriate Use of Suspension and Expulsion**

~~Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed~~ when a student commits an act that violates Education Code 48900(a) – (e) ~~or his/her presence causes a danger to others, suspension shall be used~~ only when other means of correction ~~have failed~~ to bring about proper conduct.

Except when a student commits an act listed in Education Code 48915(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.

*(cf. 5131.7 – Weapons and Dangerous Instruments)*

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 – Discipline. (Education Code 48900.5, 48900.6)

*(cf. 1020 – Youth Services)*

*(cf. 5138 – Conflict Resolution/Peer Mediation)*

*(cf. 5144 – Discipline)*

*(cf. 6142.4 – Service Learning/Community Services Classes)*

*(cf. 6164.2 – Guidance/Counseling Services)*

*(cf. 6164.5 – Student Success Teams)*

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

*(cf. 5113 – Absences and Excuses)*

*(cf. 5113.1 – Chronic Absence and Truancy)*

District staff shall not suspend any student for disruption or willful defiance, unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal.

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.~~

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

~~The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.~~

### **Zero Tolerance**

~~The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.~~

### **Student Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation ~~and/or law~~. (Education Code 48911, 48915, 48915.5, 48918)

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (~~Individuals~~ Students with Disabilities))*

### **Supervised Suspension Classroom**

~~The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.~~

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

~~The Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat at school, and for whom an expulsion action has not been initiated.~~

~~The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student~~

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

~~study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.~~

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

**Removal from Class by a Teacher and Required Parental Attendance**

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

~~Whenever suspending a student is suspended from class by a teacher because he/she committed for committing an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities, or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's may require any parent/guardian who lives with the student to attend a portion of a school day in the class from which the student was is being suspended, to assist in resolving the classroom behavior problems.~~ (Education Code 48900.1)

Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities.

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and the his/her parents/guardians and to improve classroom the student's behavior.

~~The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom.~~ (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law and that, if there are reasonable factors that may prevent the parent/guardian from complying with the requirement, he/she should contact the school. (Education Code 48900.1)

*(cf. 5145.6 – Parental Notifications)*

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

~~The principal or designee shall contact a parent/guardian who does not respond to the request to attend school.~~ When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.

*(cf. 5125 – Student Records)*

The Board recognizes that parent/guardian compliance with this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

### **Decision Not to Enforce Expulsion Order**

~~In cases where expulsion is mandatory pursuant to Education Code 48915(c), the enforcement of an expulsion order shall not be suspended by the Board. In all other cases of expulsion, the order for expulsion may be suspended by the Board, on case-by-case basis, pursuant to the requirements of law.~~

Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code 48917)

### **Readmission Date and Procedures**

1. An expulsion order shall remain in effect until the Board orders the readmission of the student.
2. For an act other than those described in Education Code 48915(c), the Board shall set a date no later than the last day of the semester following the semester in which the expulsion occurred, when the student shall be reviewed for readmission to a school maintained by the district or to the school the student last attended.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

3. For an act pursuant to Education Code 48915(c), a date of one year from the date the expulsion occurred shall be set for review for readmission to a school maintained by the district. An earlier date for readmission may be set on a case by case basis.
4. Procedures for filing, processing and reviewing requests for readmission of an expelled student, will be contained in the package of materials sent to the parent/guardian at the time the decision to expel has been rendered.
5. Placement of the student, following approval by the Board, shall be made in keeping with the original expulsion order, rehabilitation plan and conditions for readmission as determined by the office of Student Support Services.

**Rehabilitation Plan**

1. The Board, as recommended by the administrative hearing panel, shall recommend a plan of rehabilitation for the student at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission.
2. The rehabilitation plan may also include recommendations for improved or maintenance, of academic, citizenship and behavioral performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

**Request for Readmission**

Requests for readmission shall be submitted to the office of Student Support Services who shall review the file to determine whether the expelled student has met all the conditions required for readmission. The area Superintendent in charge of the office of Student Support Services shall make a recommendation to the governing board of the district on whether or not to readmit the expelled student based upon this review.

**Denial of Readmission (Education Code 48916(d))**

1. Upon finding that a student has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other students or employees the board of trustees may deny the readmission of the student. This information will be provided to the parent/guardian and student at the time the expulsion order is entered.
2. If readmission of an expelled student is denied, the Board shall make a determination either to continue the placement of the student in the alternative program initially

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

selected or to place the student in another program that is designed to accommodate students who exhibit discipline problems.

3. The Board, through the office of Student Support Services, shall provide written notice to the expelled student and his/her parent/guardian the reason(s) for denying readmission and which educational program the student is to attend.
4. The expelled student shall enroll in those educational programs unless the parent/guardian of the student elects to enroll the student in another school district or private school program.

**Suspension of Expulsion Order**

1. The Board, upon voting to expel a student, may suspend the enforcement of the expulsion order for a period of no more than one calendar year and may, as a condition of the suspension of enforcement, assign the student to a school or program that is deemed appropriate for the rehabilitation of the student.
2. The Board shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code 56026.
3. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board may revoke the suspension of the expulsion order if the student commits any suspendable act or violates any of the district's rules and regulations governing student conduct. If this should occur, the student may be expelled under the terms of the original expulsion order.
4. Upon satisfactory completion of the rehabilitation plan and procedures for filing, processing and reviewing requests for reinstatement the board of trustees shall reinstate the student with placement to be determined by the office of Student Support Services. If the student has not met the conditions of the rehabilitation plan, readmission may be denied. The Board may also order the expungement of any or all records of the expulsion proceedings in cases of suspended expulsions.
5. A decision by the Board to suspend an expulsion order does not affect the time period and requirements for the filing of an appeal of the expulsion order with the county board of education pursuant to Education Code 48919. An appeal shall be filed within 30 days of the original vote of the Board.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)****Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*Legal Reference: (see next page)*

*Legal Reference:*

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48667 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

PENAL CODE

31 Principal of a crime, defined  
240 Assault defined  
241.2 Assault fines  
242 Battery defined  
243.2 Battery on school property  
243.4 Sexual battery  
245 Assault with deadly weapon  
245.6 Hazing  
261 Rape defined  
266c Unlawful sexual intercourse  
286 Sodomy defined  
288 Lewd or lascivious acts with child under age 14  
288a Oral copulation  
289 Penetration of genital or anal openings

417.27 Laser pointers  
422.55 Hate crime defined  
422.6 Interference with exercise of civil rights  
422.7 Aggravating factors for punishment  
422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission  
626.9 Gun-Free School Zone Act of 1995  
626.10 Dirks, daggers, knives, razors or stun guns  
868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4<sup>th</sup> 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4<sup>th</sup> 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4<sup>th</sup> 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Board to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us> [oag.ca.gov](http://oag.ca.gov)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

*California Department of Education:* <http://www.cde.ca.gov>

*U.S. Department of Education, Office for Civil Rights:*

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

*U.S. Department of Education, Office of Safe and Drug-Free Schools:*

<http://www.ed.gov/about/offices/list/osdfs/index.html>

**Students**

BP 5144.1(a)

**SUSPENSION AND EXPULSION/DUE PROCESS**

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

*(cf. 5131 – Conduct)*

*(cf. 5131.1 – Bus Conduct)*

*(cf. 5131.2 – Bullying)*

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

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3. During the lunch period, whether on or off the school campus

*(cf. 5112.5 – Open/Closed Campus)*

4. During, going to, or coming from a school-sponsored activity

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*(cf. 0410- Nondiscrimination in District Programs and Activities)*

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*(cf. 6145 - Extracurricular and Cocurricular Activities)*

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

**Appropriate Use of Suspension and Expulsion**

When a student commits an act that violates Education Code 48900(a) – (e) or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct.

Except when a student commits an act listed in Education Code 48915(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.

*(cf. 5131.7 – Weapons and Dangerous Instruments)*

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 – Discipline. (Education Code 48900.5, 48900.6)

*(cf. 1020 – Youth Services)*

*(cf. 5138 – Conflict Resolution/Peer Mediation)*

*(cf. 5144 – Discipline)*

*(cf. 6142.4 – Service Learning/Community Services Classes)*

*(cf. 6164.2 – Guidance/Counseling Services)*

*(cf. 6164.5 – Student Success Teams)*

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*(cf. 5113 – Absences and Excuses)*

*(cf. 5113.1 – Chronic Absence and Truancy)*

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A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal.

**Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation ~~and/or law~~. (Education Code 48911, 48915, 48915.5, 48918)

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals Students with Disabilities))*



**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

**Supervised Suspension Classroom**

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

**Removal from Class by a Teacher and**

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

Suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of a school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities.

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law and that, if there are reasonable factors that may prevent the parent/guardian from complying with the requirement, he/she should contact the school. (Education Code 48900.1)

*(cf. 5145.6 – Parental Notifications)*

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by any method that maintains the confidentiality of the student's records.

*(cf. 5125 – Student Records)*

The Board recognizes that parent/guardian compliance with this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

**Decision Not to Enforce Expulsion Order**

Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code 48917)

**Readmission Date and Procedures**

1. An expulsion order shall remain in effect until the Board orders the readmission of the student.
2. For an act other than those described in Education Code 48915(c), the Board shall set a date no later than the last day of the semester following the semester in which the expulsion occurred, when the student shall be reviewed for readmission to a school maintained by the district or to the school the student last attended.
3. For an act pursuant to Education Code 48915(c), a date of one year from the date the expulsion occurred shall be set for review for readmission to a school maintained by the district. An earlier date for readmission may be set on a case by case basis.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

4. Procedures for filing, processing and reviewing requests for readmission of an expelled student, will be contained in the package of materials sent to the parent/guardian at the time the decision to expel has been rendered.
5. Placement of the student, following approval by the Board, shall be made in keeping with the original expulsion order, rehabilitation plan and conditions for readmission as determined by the office of Student Support Services.

**Rehabilitation Plan**

1. The Board, as recommended by the administrative hearing panel, shall recommend a plan of rehabilitation for the student at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission.
2. The rehabilitation plan may also include recommendations for improved or maintenance, of academic, citizenship and behavioral performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

**Request for Readmission**

Requests for readmission shall be submitted to the office of Student Support Services who shall review the file to determine whether the expelled student has met all the conditions required for readmission. The area Superintendent in charge of the office of Student Support Services shall make a recommendation to the governing board of the district on whether or not to readmit the expelled student based upon this review.

**Denial of Readmission (Education Code 48916(d))**

1. Upon finding that a student has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other students or employees the board of trustees may deny the readmission of the student. This information will be provided to the parent/guardian and student at the time the expulsion order is entered.
2. If readmission of an expelled student is denied, the Board shall make a determination either to continue the placement of the student in the alternative program initially selected or to place the student in another program that is designed to accommodate students who exhibit discipline problems.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

3. The Board, through the office of Student Support Services, shall provide written notice to the expelled student and his/her parent/guardian the reason(s) for denying readmission and which educational program the student is to attend.
4. The expelled student shall enroll in those educational programs unless the parent/guardian of the student elects to enroll the student in another school district or private school program.

**Suspension of Expulsion Order**

1. The Board, upon voting to expel a student, may suspend the enforcement of the expulsion order for a period of no more than one calendar year and may, as a condition of the suspension of enforcement, assign the student to a school or program that is deemed appropriate for the rehabilitation of the student.
2. The Board shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code 56026.
3. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board may revoke the suspension of the expulsion order if the student commits any suspendable act or violates any of the district's rules and regulations governing student conduct. If this should occur, the student may be expelled under the terms of the original expulsion order.
4. Upon satisfactory completion of the rehabilitation plan and procedures for filing, processing and reviewing requests for reinstatement the board of trustees shall reinstate the student with placement to be determined by the office of Student Support Services. If the student has not met the conditions of the rehabilitation plan, readmission may be denied. The Board may also order the expungement of any or all records of the expulsion proceedings in cases of suspended expulsions.
5. A decision by the Board to suspend an expulsion order does not affect the time period and requirements for the filing of an appeal of the expulsion order with the county board of education pursuant to Education Code 48919. An appeal shall be filed within 30 days of the original vote of the Board.

**Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*Legal Reference:*

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-486676 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

PENAL CODE

31 Principal of a crime, defined  
240 Assault defined  
241.2 Assault fines  
242 Battery defined  
243.2 Battery on school property  
243.4 Sexual battery  
245 Assault with deadly weapon  
245.6 Hazing  
261 Rape defined  
266c Unlawful sexual intercourse  
286 Sodomy defined  
288 Lewd or lascivious acts with child under age 14  
288a Oral copulation  
289 Penetration of genital or anal openings  
417.27 Laser pointers  
422.55 Hate crime defined  
422.6 Interference with exercise of civil rights  
422.7 Aggravating factors for punishment  
422.75 Enhanced penalties for hate crimes  
626.2 Entry upon campus after written notice of suspension or dismissal without permission  
626.9 Gun-Free School Zone Act of 1995  
626.10 Dirks, daggers, knives, razors or stun guns  
868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting  
7151 Gun free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4<sup>th</sup> 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4<sup>th</sup> 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

*Management Resources:*

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Board to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.state.ca.us> ~~oag.state.ca.us~~ oag.ca.gov

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*California Department of Education: <http://www.cde.ca.gov>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>*

*U.S. Department of Education, Office of Safe and Drug-Free Schools:*

*<http://www.ed.gov/about/offices/list/osdfs/index.html>*



**June 12, 2017**

**Board Item - P.-3.**

**Issue:**

Board Policy 5145.12.

**Superintendent's Recommendation:**

Approve revised Board Policy 5145.12, Search and Seizure.

**Analysis:**

It is the goal of the superintendent and staff to review board policies and regulations and bring new and/or revised policies and regulations to the board for approval.

The policy has been updated to reflect changes in the law and guidance related to the ability of administrators to search student's personal mobile device. Previously, an administrator could confiscate and search a student's phone without student consent, including messages and pictures, when there was reasonable suspicion that the phone evidenced violation of law, policy or school rules. Now, generally, when a personal device may be confiscated for those reasons, absent consent, a search requires working with law enforcement to obtain a warrant.

For questions regarding this board item, please contact Jennifer Carbuccia at 619-407-4940 or [jennifer.carbuccia@sweetwaterschools.org](mailto:jennifer.carbuccia@sweetwaterschools.org).

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
❏ Current Policy.Working Draft BP 5145.12, Search and Seizure	Backup Material
❏ Unadopted Revised BP 5145.12, Search and Seizure	Backup Material



## **Students**

BP 5145.12(a)

### **SEARCH AND SEIZURE**

As necessary to protect the health, safety and welfare of students and staff, school officials may search students, their property and/or district property under their control, and may seize illegal, unsafe and prohibited items. The Board of Trustees requires that discretion, good judgment and common sense be exercised in all cases of search and seizure.

#### **Individual Searches**

School officials may search individual students, their property **(except their personal mobile devices)** and district property under their control, when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. **Generally, personal mobile device searches require consent or a warrant.**

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

*(cf. 5145.11 - Questioning and Apprehension)*

#### **Student Lockers/Desks**

The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Because lockers and desks are under the joint control of the student and the district, school officials shall have the right and ability to open and inspect any school locker or desk without student permission or prior notice when they have reasonable suspicion that the search will uncover evidence of illegal possessions or activities or when odors, smoke, fire and/or other threats to health, welfare or safety emanate from the locker or desk.

#### **Use of Metal Detectors**

The Board believes that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

## **SEARCH AND SEIZURE (continued)**

The Superintendent or his/her designee shall establish procedures that ensure that metal detector searches are conducted in a consistent manner that minimizes or eliminates arbitrary and capricious enforcement by school officials.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

### **Use of Drug-Detection Dogs**

In an effort to keep the schools free of drugs, the district may use specially trained nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events as long as they are not allowed to sniff within the close proximity of any students.

*(cf. 5131.6 - Alcohol and Other Drugs)*

#### *Legal Reference:*

##### EDUCATION CODE

32280-32288 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

49050-49051 Searches by school employees

49330-49334 Injurious objects

##### PENAL CODE

626.9 Firearms

626.10 Dirks, daggers, knives or razor; bringing into or possession of upon or within public school ground; exception

##### COURT DECISIONS

B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

O'Connor v. Ortega, (1987) 107 S.Ct. 1492

New Jersey v. T.L.O., (1985) 469 U.S. 325

Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470

Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

##### ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2001)

75 Ops.Cal.Atty.Gen. 155 (1992)

#### *Management Resources:*

##### WEB SITES

California Attorney General's Office: <http://caag.state.ca.us>

CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety>

Policy

adopted: November 17, 2008

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

Chula Vista, California

**revised: June 12, 2017**

**Students**

BP 5145.12(a)

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**Individual Searches**

School officials may search individual students, their property (except their personal mobile devices) and district property under their control, when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Generally, personal mobile device searches require consent or a warrant.

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Because lockers and desks are under the joint control of the student and the district, school officials shall have the right and ability to open and inspect any school locker or desk without student permission or prior notice when they have reasonable suspicion that the search will uncover evidence of illegal possessions or activities or when odors, smoke, fire and/or other threats to health, welfare or safety emanate from the locker or desk.

**Use of Metal Detectors**

The Board believes that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

## **SEARCH AND SEIZURE (continued)**

The Superintendent or his/her designee shall establish procedures that ensure that metal detector searches are conducted in a consistent manner that minimizes or eliminates arbitrary and capricious enforcement by school officials.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

## **Use of Drug-Detection Dogs**

In an effort to keep the schools free of drugs, the district may use specially trained nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events as long as they are not allowed to sniff within the close proximity of any students.

*(cf. 5131.6 - Alcohol and Other Drugs)*

### *Legal Reference:*

#### EDUCATION CODE

32280-32288 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

49050-49051 Searches by school employees

49330-49334 Injurious objects

#### PENAL CODE

626.9 Firearms

626.10 Dirks, daggers, knives or razor; bringing into or possession of upon or within public school ground; exception

#### COURT DECISIONS

B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260

O'Connor v. Ortega, (1987) 107 S.Ct. 1492

New Jersey v. T.L.O., (1985) 469 U.S. 325

Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470

Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

#### ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2001)

75 Ops.Cal.Atty.Gen. 155 (1992)

### *Management Resources:*

#### WEB SITES

California Attorney General's Office: <http://caag.state.ca.us>

CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety>

Policy

adopted: November 17, 2008

revised: June 12, 2017

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

Chula Vista, California



**June 12, 2017**

**Board Item - P.-4.**

**Issue:**

Board Policy 5131.

**Superintendent's Recommendation:**

Approve revised Board Policy 5131, Conduct.

**Analysis:**

It is the goal of the superintendent and staff to review board policies and regulations and bring new and/or revised policies and regulations to the board for approval.

The policy has been updated to reflect changes in the law and guidance related to the ability of administrators to search a student's personal mobile device. Previously an administrator could confiscate and search a student's phone without student consent, including messages and pictures when there was reasonable suspicion that the phone evidenced violation of law, policy or school rules. Now, generally, when a personal device may be confiscated for those reasons, absent consent, a search requires working with law enforcement to obtain a warrant.

For questions regarding this board item, please contact Jennifer Carbuccia at 619-407-4940 or [jennifer.carbuccia@sweetwaterschools.org](mailto:jennifer.carbuccia@sweetwaterschools.org).

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
❏ Current Policy-Working Draft BP 5131 Conduct	Backup Material
❏ Unadopted Revised BP 5131, Conduct	Backup Material

## Students

BP 5131(a)

### CONDUCT

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards their teachers, other staff, students and volunteers.

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5137 - Positive School Climate)*

The Superintendent or his/her designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations.

Students and parents/guardians shall be notified of district and school rules related to conduct and may receive regular instruction regarding these rules. In addition, parents/guardians and students may be provided information about early warning signs of harassing/intimidating behaviors, such as bullying, as well as prevention and intervention strategies.

Prohibited student conduct includes but is not limited to:

1. Behavior that endangers staff, students, or others.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5136 - Gangs)*

*(cf. 5142 - Safety)*

2. Behavior that disrupts the orderly classroom or school environment.

*(cf. 5131.4 - Student Disturbances)*

3. Harassment or bullying of students or staff, including, but not limited to, cyberbullying, intimidation, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption, in accordance with the section "Bullying/Cyberbullying" below.

*Cyberbullying* includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into

**CONDUCT** (continued)

another person's electronic account and assuming that person's identity in order to damage that person's reputation.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

4. Damage to or theft of property belonging to the district, staff or students.

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism, Theft and Graffiti)*

5. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose, including employment (Penal Code 417.27).

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

6. Profane, vulgar or abusive language.

*(cf. 5145.2 - Freedom of Speech/Expression)*

7. Plagiarism or dishonesty in school work or on tests.

*(cf. 5131.9 - Academic Honesty)*

*(cf. 6162.54 - Test Integrity/Test Preparation)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

*(cf. 6163.4 - Student Use of Technology)*

8. Inappropriate attire.

*(cf. 5132 - Dress and Grooming)*

9. Tardiness and unexcused absence from school.

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Truancy)*

10. Failure to remain on school premises in accordance with school rules.

*(cf. 5112.5 - Open/Closed Campus)*

**CONDUCT** (continued)

11. Possession, use or being under the influence of tobacco, alcohol or other prohibited drugs.

*(cf. 5131.6 – Alcohol and Other Drugs)*

*(cf. 5131.62 – Tobacco)*

*(cf. 5131.63 – Steroids)*

**Possession of Cellular Phones and Other Personal Electronic Signaling Devices**

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health-related purposes. (Education Code 48901.5)

Students may possess or use on school campus personal electronic signaling devices including, but not limited to, pagers and cellular/digital telephones, as well as other mobile communications devices including, but not limited to, digital media players, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, and laptop computers, provided that such devices do not disrupt the educational program or school activity and are not used for illegal or unethical activities such as cheating on assignments or tests.

Permitted devices shall:

1. Be turned off during class time, **except when being used for a valid instructional or other school related purpose as determined by the teacher or other district employee,** and at any other time directed by a district employee.
2. Not disrupt the educational program or school activity.

If a disruption occurs, the employee shall direct the student to turn off the device and/or confiscate it. If a school employee finds it necessary to confiscate a device, he/she may either return it at the end of the class period or have the items registered and secured in the administration office until the principal or designee has consulted with the student's parent/guardian. All items confiscated shall be secured in a locked cabinet or safe.

**When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device.** In accordance with BP/AR 5145.12 - Search and Seizure, **where consent is not present** a school official may **work with law enforcement to obtain a warrant to search a student's personal mobile device** ~~search a student's mobile communications device, including, but not limited to, reviewing messages or viewing pictures.~~

*(cf. 5145.12 – Search and Seizure)*



**CONDUCT** (continued)

Students shall not use mobile communications devices, even in hands-free mode, while driving on school grounds or to and from a school-related activity.

A student who violates this policy may be prohibited from possessing a mobile communications device at school or school-related events and/or may be subject to further discipline in accordance with board policy and administrative regulation.

The district may provide students with instruction, in the classroom or other educational setting that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying.

*(cf. 1220 – Citizen Advisory Committees)*  
*(cf. 6163.4 – Student Use of Technology)*

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

*(cf. 4131 – Staff Development)*  
*(cf. 4231 – Staff Development)*  
*(cf. 4331 – Staff Development)*  
*(cf. 5136 – Gangs)*

Students may submit a verbal or written complaint of conduct they consider to be bullying to a teacher or administrator. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against other students or staff, or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and specific facts or circumstances that explain the impact or potential impact on school activity, school attendance or the targeted student's educational performance.

Students shall be encouraged to save and print any messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

Any student who engages in cyberbullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the superintendent or designee may also file a complaint with the Internet site or service to have the material removed.

**CONDUCT** (continued)**Enforcement of Standards**

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline, including but not limited to suspension, expulsion or transfer to alternative programs or denial of the privilege of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. In addition, when the conduct involves intimidation, harassment, or other endangerment of a student or employee, the Superintendent or his/her designee shall provide appropriate assistance as necessary for the victim and the offender or make appropriate referrals for such assistance.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6020 - Parent Involvement)

(cf. 6145 – Extracurricular and Cocurricular Activities)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

*Legal Reference:***EDUCATION CODE**

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension or expulsion, especially:

48908 Duties of students

**CIVIL CODE**

1714.1 Liability of parents and guardians for willful misconduct of minor

**PENAL CODE**

245.6 Hazing

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope

647 Use of camera or other instrument to invade person's privacy ; misdemeanor

647.7 Use of camera or other instrument to invade a person's privacy ; punishment

653.2 Electronic communication devices, threats to safety

**VEHICLE CODE**

23124 Use of cellular phones provisional license holders

**CONDUCT** (continued)

CODE OF REGULATIONS, TITLE 5

300-307 Duties of pupils

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

*J.C. v. Beverly Hills Unified School District*, (2010) 711 F.Supp.2d 1094

*LaVine v. Blaine School District*, (2000, 9<sup>th</sup> Cir.) 257 F.3d 981

*Emmett v. Kent School District No. 415*, (2000) 92 F.Supp. 1088

*Bethel School District No. 403 v. Feraser*, (1986) 478 U.S. 675

*Tinker v. Des Moines Independent Community School District*, (1969) 393 U.S. 503

*Management Resources:*

CSBA PUBLICATIONS

*Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Bullying at School, 2003*

*Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Preventing Bullying: A Manual for Schools and Communities, 1998*

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Digital Discipline: Off-Campus Student Conduct, the First Amendment and Web Sites, School Law in Review, 2001*

NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS

*Bullying in School: Fighting the Bullying Battle, 2006*

WEB SITES

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/spbranch/safety>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

CSBA: <http://www.csba.org>

## Students

BP 5131(a)

### CONDUCT

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Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards their teachers, other staff, students and volunteers.

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5137 - Positive School Climate)*

The Superintendent or his/her designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations.

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1. Behavior that endangers staff, students, or others.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

*(cf. 5136 - Gangs)*

*(cf. 5142 - Safety)*

2. Behavior that disrupts the orderly classroom or school environment.

*(cf. 5131.4 - Student Disturbances)*

3. Harassment or bullying of students or staff, including, but not limited to, cyberbullying, intimidation, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption, in accordance with the section "Bullying/Cyberbullying" below.

*Cyberbullying* includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into

**CONDUCT** (continued)

another person's electronic account and assuming that person's identity in order to damage that person's reputation.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

4. Damage to or theft of property belonging to the district, staff or students.

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism, Theft and Graffiti)*

5. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose, including employment (Penal Code 417.27).

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

6. Profane, vulgar or abusive language.

*(cf. 5145.2 - Freedom of Speech/Expression)*

7. Plagiarism or dishonesty in school work or on tests.

*(cf. 5131.9 - Academic Honesty)*

*(cf. 6162.54 - Test Integrity/Test Preparation)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

*(cf. 6163.4 - Student Use of Technology)*

8. Inappropriate attire.

*(cf. 5132 - Dress and Grooming)*

9. Tardiness and unexcused absence from school.

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Truancy)*

10. Failure to remain on school premises in accordance with school rules.

*(cf. 5112.5 - Open/Closed Campus)*

**CONDUCT** (continued)

11. Possession, use or being under the influence of tobacco, alcohol or other prohibited drugs.

*(cf. 5131.6 – Alcohol and Other Drugs)*

*(cf. 5131.62 – Tobacco)*

*(cf. 5131.63 – Steroids)*

**Possession of Cellular Phones and Other Personal Electronic Signaling Devices**

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health-related purposes. (Education Code 48901.5)

Students may possess or use on school campus personal electronic signaling devices including, but not limited to, pagers and cellular/digital telephones, as well as other mobile communications devices including, but not limited to, digital media players, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, and laptop computers, provided that such devices do not disrupt the educational program or school activity and are not used for illegal or unethical activities such as cheating on assignments or tests.

Permitted devices shall:

1. Be turned off during class time, except when being used for a valid instructional or other school related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee.
2. Not disrupt the educational program or school activity.

If a disruption occurs, the employee shall direct the student to turn off the device and/or confiscate it. If a school employee finds it necessary to confiscate a device, he/she may either return it at the end of the class period or have the items registered and secured in the administration office until the principal or designee has consulted with the student's parent/guardian. All items confiscated shall be secured in a locked cabinet or safe.

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. In accordance with BP/AR 5145.12 - Search and Seizure, where consent is not present a school official may work with law enforcement to obtain a warrant to search a student's personal electronic mobile device.

*(cf. 5145.12 – Search and Seizure)*

**CONDUCT** (continued)

Students shall not use mobile communications devices, even in hands-free mode, while driving on school grounds or to and from a school-related activity.

A student who violates this policy may be prohibited from possessing a mobile communications device at school or school-related events and/or may be subject to further discipline in accordance with board policy and administrative regulation.

The district may provide students with instruction, in the classroom or other educational setting that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying.

*(cf. 1220 – Citizen Advisory Committees)*  
*(cf. 6163.4 – Student Use of Technology)*

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

*(cf. 4131 – Staff Development)*  
*(cf. 4231 – Staff Development)*  
*(cf. 4331 – Staff Development)*  
*(cf. 5136 – Gangs)*

Students may submit a verbal or written complaint of conduct they consider to be bullying to a teacher or administrator. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against other students or staff, or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and specific facts or circumstances that explain the impact or potential impact on school activity, school attendance or the targeted student's educational performance.

Students shall be encouraged to save and print any messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

Any student who engages in cyberbullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the superintendent or designee may also file a complaint with the Internet site or service to have the material removed.

## **CONDUCT (continued)**

### **Enforcement of Standards**

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline, including but not limited to suspension, expulsion or transfer to alternative programs or denial of the privilege of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. In addition, when the conduct involves intimidation, harassment, or other endangerment of a student or employee, the Superintendent or his/her designee shall provide appropriate assistance as necessary for the victim and the offender or make appropriate referrals for such assistance.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6020 - Parent Involvement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

#### *Legal Reference:*

##### EDUCATION CODE

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension or expulsion, especially:

48908 Duties of students

##### CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

##### PENAL CODE

245.6 Hazing

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope

647 Use of camera or other instrument to invade person's privacy ; misdemeanor

647.7 Use of camera or other instrument to invade a person's privacy ; punishment

653.2 Electronic communication devices, threats to safety

##### VEHICLE CODE

23124 Use of cellular phones provisional license holders



**CONDUCT** (continued)

CODE OF REGULATIONS, TITLE 5

300-307 Duties of pupils

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

*J.C. v. Beverly Hills Unified School District*, (2010) 711 F.Supp.2d 1094

*LaVine v. Blaine School District*, (2000, 9<sup>th</sup> Cir.) 257 F.3d 981

*Emmett v. Kent School District No. 415*, (2000) 92 F.Supp. 1088

*Bethel School District No. 403 v. Feraser*, (1986) 478 U.S. 675

*Tinker v. Des Moines Independent Community School District*, (1969) 393 U.S. 503

*Management Resources:*

CSBA PUBLICATIONS

*Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Bullying at School, 2003*

*Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Preventing Bullying: A Manual for Schools and Communities, 1998*

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Digital Discipline: Off-Campus Student Conduct, the First Amendment and Web Sites, School Law in Review, 2001*

NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS

*Bullying in School: Fighting the Bullying Battle, 2006*

WEB SITES

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/spbranch/safety>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

CSBA: <http://www.csba.org>



**June 12, 2017**

**Board Item - Q.-1.**

**Issue:**

Annual Resolution Nos. 2493 and 2581.

**Superintendent's Recommendation:**

Adopt annual Resolution Nos. 2493 and 2581, for transfer of funds.

**Analysis:**

The following issues regarding annual transfers of funds are attached for consideration and adoption:

- 1 . **Annual Resolution No. 2493**, requesting temporary transfer of funds between the General Fund and other funds.
- 2 . **Resolution No. 2581**, Requests the establishment of temporary interfund transfers of special or restricted fund moneys. These temporary interfund transfers may be used for payment of obligations as authorized by Education Code Section 42603.

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

**Fiscal Impact:**

None.

**ATTACHMENTS:**

Description	Type
 Resos 2493 & 2581	Backup Material

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

**RESOLUTION NO. 2493**

**RESOLUTION REQUESTING TEMPORARY )  
TRANSFER OF FUNDS BETWEEN THE )  
GENERAL FUND AND OTHER FUNDS )**

ON THE MOTION OF Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District and hereby ordered that:

- Temporary transfer of funds between the General Fund and other funds.
  1. Adult Fund
  2. Cafeteria Fund
  3. Capital Facilities Fund
  4. Deferred Maintenance Fund
  5. Special Reserve Fund
  6. Community Facilities Districts Fund
  7. County School Facilities Fund

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 12th day of June 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

June 12, 2017  
Date

**SWEETWATER UNION HIGH SCHOOL DISTRICT**

**RESOLUTION NO. 2581**

**RESOLUTION REQUESTING TEMPORARY )  
INTERFUND TRANSFERS OF SPECIAL )  
OR RESTRICTED MONEYS )**

ON THE MOTION OF Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the Governing Board of the Sweetwater Union High School District may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Sweetwater Union High School District, in accordance with the provisions of Education Code Section 42603, adopts the following authorization for fiscal year 2017-2018 to temporarily transfer funds between the following funds provided that all transfers are approved by the superintendent or his/her designee:

- Adult Fund
- Cafeteria Fund
- Capital Facilities Fund
- Deferred Maintenance Fund
- Special Reserve Fund
- Community Facilities Districts Fund
- County School Facilities Fund

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 12th day of June 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\*\*\*\*\*

Resolution No. 2581  
June 12, 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

June 12, 2017  
Date



**June 12, 2017**

**Board Item - Q.-2.**

**Issue:**

Resolution No. 4509.

**Superintendent's Recommendation:**

Adopt Resolution No. 4509, in the Matter of the Hiring of Short-Term Classified Employees.

**Analysis:**

Adoption of this resolution will approve the hiring of Short-Term Classified Employees in the classifications of Custodian, Instructional Assistant-Special Education, Instructional Health Care Assistant, Office Assistant I, Payroll Technician I, and Accounting Assistant on an as-needed basis to include, but not limited to, providing additional support for district-wide events, summer school, opening and close of school and enrollment periods, assisting with the care and instruction of special needs and severely special needs students, and lower-level workload while vacancies are recruited, as listed on Exhibit A.

For questions regarding this board item, please contact Thomas Glover at 619/585-6010 or [thomas.glover@sweetwaterschools.org](mailto:thomas.glover@sweetwaterschools.org).

**Fiscal Impact:**

Expenditures based on services rendered at the hourly rate of classification range step one (1), not to extend beyond August 30, 2017. Expenditures to be appropriated within the 2017-2018, respective budgets.

**ATTACHMENTS:**

Description	Type
📎 Resolution 4509	Backup Material
📎 Exhibit A	Exhibit

# SWEETWATER UNION HIGH SCHOOL DISTRICT

**RESOLUTION NO. 4509**

**RESOLUTION IN THE MATTER OF THE HIRING )  
OF SHORT-TERM CLASSIFIED EMPLOYEES )**

ON THE MOTION OF Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, pursuant to Education Code Section 45103, the district may employ classified persons to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. These individuals are known as “short-term employees”; and

WHEREAS, pursuant to Education Code 45101 and 45103, each short-term employee must have a designated title, a minimum number of hours per day, days per week, and months per year, a specific statement of the duties to be performed by the employee, and the regular monthly salary range for this position; and

WHEREAS, pursuant to Education Code Section 45103, before employing a short-term employee, the governing board, at a regularly scheduled board meeting, must certify the ending date of the short-term employees' service; and

WHEREAS, pursuant to Education Code Section 45103, the short-term employees' employment ending date may be shortened or extended by the governing board, but shall not extend beyond seventy-five percent (75%) of a school year (165 days).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Sweetwater Union High School District that the individual(s) listed in "Exhibit A" will be hired as short-term employee(s).

PASSED AND ADOPTED by the Board of Trustees of the Sweetwater Union High School District, County of San Diego, State of California, this 12<sup>th</sup> day of June, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\*\*\*\*\*

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

Resolution No. 4509  
June 12, 2017  
Page 2

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

June 12, 2017  
Date

\_\_\_\_\_  
Paula Hall, Vice President

\_\_\_\_\_  
Kevin J. Pike, Member

\_\_\_\_\_  
Nicholas Segura, Member

\_\_\_\_\_  
Frank A. Tarantino, Member



## **EXHIBIT A**

### **1. The title of the employee(s) shall be: Payroll Technician I**

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, performs a variety of clerical accounting duties in support of the district payroll functions; serves as an informational resource of district employees regarding the payroll function. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Payroll I position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 54-1 (\$20.48 per hour).
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Payroll Technician I will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support with lower-level workload while the vacant Senior Payroll Technician position is recruited. The Senior Payroll Technician position requires job related expertise and has been difficult to fill with a qualified candidate.

### **2. The title of the employee(s) shall be: Credentials Specialist**

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, performs functions in support of employment, classroom assignment and credentialing of certificated staff. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Credentials Specialist position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 62-1 (26.99 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Credentials Specialist will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support with lower-level workload while the vacant Credentials Specialist position is recruited. The Credentials Specialist position requires job related expertise and has been difficult to fill with a qualified candidate.

**3. The title of the employee(s) shall be:** Custodian

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, maintains an attractive, sanitary and safe facility for students, staff and public, providing equipment and furniture arrangements for meetings, classroom activities and events, including graduation activities. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Custodian position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 46-1 (16.85 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than June 30, 2018. It is anticipated that the short-term services of the Custodian will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support with duties that occur during the summer and beginning of the school year, or that occur during the regular work day that cannot be completed within the scope of a permanent employee's regular duties. (Example: Movement of books/materials for construction/remodeling.)

**4. The title of the employee(s) shall be:** Instructional Assistant - Special Education

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, assists in the supervision, care and instruction of special needs students; assist in implementing plans for instruction; and performing a variety of clerical support duties related to classroom and program activities. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Instructional Assistant-Special Education position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 42-1 (\$15.27 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Instructional Assistant-Special Education will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support to students during monitoring and assessment for special needs, as well as to special needs students transitioning to a new school and/or program that need additional assistance during the adjustment period.

**5. The title of the employee(s) shall be:** Instructional Health Care Assistant

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, assists in the supervision, care and instruction of severely special needs students; observing and documenting student progress; implementing plans for instruction; and assisting students by providing for special health care needs. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Instructional Health Care Assistant position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 46-1 (\$16.85 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Instructional Health Care Assistant will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support to students during monitoring and assessment for severely special needs students, as well as to special needs students transitioning to a new school and/or program that need additional assistance during the adjustment period.

**6. The title of the employee(s) shall be:** Office Assistant I

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, serve as receptionist and perform routine clerical duties in support of an assigned office or program, including typing, filing, duplicating and distributing materials, operate a variety of office equipment including a computer, fax machine, and copier. Will answer telephone calls and direct calls to appropriate personnel, take and relay messages as appropriate. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Office Assistant I position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 42-1 (\$15.96 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Office Assistant I will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To address the anticipated, temporary beginning of the year increased work load demands which will provide enhanced service to the community and work relief with support to current staff (example: Bus Pass Distribution).

**7. The title of the employee(s) shall be:** Accounting Assistant

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, performs a variety of complex clerical accounting duties in support of assigned District accounts and functions such as accounts payable, accounts receivable, budgets and employee travel; prepares and maintains a variety of manual and automated financial and statistical records, reports, and files. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Accounting Assistant position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 53-1 (\$21.67 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Accounting Assistant will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support with workload of employees on leave as it is difficult to find adequately trained substitutes. The Accounting Assistant position requires job related expertise.

**8. The title of the employee(s) shall be:** Human Resource Technician

- 1) **The duties required to be performed by the employee(s) are:** Under supervision, perform a variety of technical duties and provide assistance to prospective and current classified and certificated personnel; process new personnel according to established procedures; prepare, audit and maintain a variety of related personnel files, records and reports. This position includes the duties and responsibilities within the scope of the Sweetwater Union High School District Human Resource Technician position description.
- 2) **The employees' minimum number of assigned hours per day shall be:** 4.0 hours per day.
- 3) **The employees' minimum number of assigned days per week shall be:** Three days per week.
- 4) **The employees' regular monthly salary range shall be:** Range 56-1 (23.31 per hour)
- 5) **The end date of employment of the employee(s) shall be:** No later than August 30, 2017. It is anticipated that the short-term services of the Human Resource Technician will not require his/her services for a duration greater than Education Code §45103 specifications.
- 6) **Purpose:** To provide support with lower-level work and data-entry tasks for summer school payments, step increments, and calendar changes (increased days) for staff as the district continues its transition to the PeopleSoft Payroll System.