

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

# AGENDA

REGULAR MEETING – MARCH 8, 2017 – 6 P.M.

## BOARD OF EDUCATION

LESLIE RAY BUNKER • ARMANDO FARIAS  
LAURIE K. HUMPHREY • EDUARDO REYES, Ed.D.  
FRANCISCO TAMAYO

FRANCISCO ESCOBEDO, Ed.D.  
SECRETARY/SUPERINTENDENT



### THIS MEETING IS BEING RECORDED

In accordance with the Brown Act, all public Board meeting recordings are available for review for 30 days following the meeting, after which they are recycled. Audio recordings are available on the District website at [www.cvesd.org](http://www.cvesd.org). Please contact the Superintendent's Office, (619) 425-9600, Extension 1311, if you wish to schedule an appointment to review a recording.

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### IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Persons wishing to address the Board of Education on any agenda item should complete a "Request to Be Heard" card and submit it to the Recording Secretary before the start of the meeting. Under Oral Communications, individuals may also speak to any item not appearing on the agenda. This may include feedback or criticism of programs, policies, or District personnel. Board Policy 1312.1 stipulates the formal District process to file official complaints against District personnel. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except the Board of Education or its District staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code Section 54954.3. Speakers are requested to limit remarks to five minutes.

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### COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Chula Vista Elementary School District, in compliance with the Americans with Disabilities Act and 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. Please contact the Superintendent's Office at (619) 425-9600, Extension 1300, for specific information on 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 services for the Hearing Impaired are also available.

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### AGENDA AND DISTRIBUTION OF WRITINGS TO MEMBERS OF THE PUBLIC

In compliance with Government Code Section 54957.5, nonexempt writings that are distributed to a majority or all of the Board of Education in advance of a meeting may be reviewed at our website by clicking on the following link: <http://www.cvesd.org/DISTRICT/Pages/Meetings.aspx> or at the scheduled meeting.

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### EQUAL OPPORTUNITY EMPLOYER

The Chula Vista Elementary School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable state and federal laws and regulations. The District office that monitors compliance is the Human Resources Services and Support Office, 84 East "J" Street, Chula Vista, CA 91910, phone (619) 425-9600, Extension 1340. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.

# CHULA VISTA ELEMENTARY SCHOOL DISTRICT

84 EAST "J" STREET • CHULA VISTA, CALIFORNIA 91910 • (619) 425-9600  
EACH CHILD IS AN INDIVIDUAL OF GREAT WORTH

## AGENDA BOARD OF EDUCATION

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Regular Meeting

March 8, 2017

6 P.M.

Dr. Lowell J. Billings Board Room  
Education Service and Support Center

### ORDER OF BUSINESS

#### 1. OPENING PROCEDURES

*Opening  
Procedures*

A. Call to Order

B. Roll Call

Members Present:

Members Absent:

Others Present:

C. Pledge of Allegiance Led by Students from Castle Park, Harborside,  
Lilian J. Rice, Valley Vista, and Wolf Canyon Elementary Schools

#### 2. APPROVE AGENDA (Action)

*Approve Agenda*

*Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_*

#### 3. SPECIAL RECOGNITION, ORAL PRESENTATIONS, WRITTEN REPORTS, AWARDS, AND HONORS

*Presentations/  
Awards*

A. Presentation of First-Place District Winners of the 2017 Speech Contest

B. Report on District Cohort Schools: Castle Park, Harborside, Lilian J. Rice, Valley Vista, and Wolf Canyon Elementary for the 2015-16 School Year

#### 4. ORAL COMMUNICATIONS

*Oral  
Communications*

Oral Communications provides the public with an opportunity to address the Board on non-agenda items. Speakers are requested to limit their remarks to five minutes. The Board shall limit the total time for public input on each agenda item to 20 minutes. With Board consent, the



President may increase or decrease the time allowed for public presentation depending on the topic and the number of persons wishing to be heard. No Board action can be taken.

**5. APPROVE CONSENT CALENDAR (Action)**

*Consent  
Calendar*

The following items listed under Consent Calendar are considered by the Board in one action. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

*Motion:* \_\_\_\_\_, *Second:* \_\_\_\_\_, *Vote:* \_\_\_\_\_

- A. Adopt Board of Education Meeting Minutes: Special and Regular Meetings February 15, 2017
- B. Adopt Resolution Regarding Absence of Board Member Armando Fariás from the February 15, 2017, Special and Regular Board Meetings Due to Illness
- C. Approve Establishment a Policy Review Committee
- D. Approve and/or Ratify Human Resources Items A Through L
- E. Adopt Resolution Designating the Month of April 2017 as *Public Schools Month* in the Chula Vista Elementary School District
- F. Approve Memorandum of Understanding with Centro de Salud de la Comunidad de San Ysidro, Inc., dba San Ysidro Health Center, Inc., for School-Based Dental Services for the Period of March 9 Through June 30, 2017
- G. Ratify Nonpublic, Nonsectarian Individual Services Agreements with:
  - (1) Aseltine School for Student No. 306969 for the Period of January 11 Through June 30, 2017; and
  - (2) Oak Grove Institute for Student No. 304314 for the Period of July 1 Through November 2, 2016
- H. Accept Report on Final Cost Information for Proposition E, Series C, General Obligation Bonds
- I. Approve Wilkinson Hadley King & Co. LLP as Auditor for Fiscal Year 2016-17 for the District Financial and Compliance Audit and the Proposition E General Obligation Bond Program Financial and Performance Audit Required Under Proposition 39

- J. Approve Award of Bid No. 16/17-5 to Gem Industrial Electric, Inc., for Site Work and Preparation for One 48' x 40' Relocatable Building for Discovery Charter School in the Amount of \$147,866 for the Period of March 18, 2017, Through Completion of the Project
- K. Approve Renewal of Request for Proposal No. 13/14-8 for Lync 2013 Enterprise Voice and Unified Communications Expansion Contract with Logicalis for the Period of April 16, 2017, Through April 15, 2018
- L. Adopt Resolution Authorizing Utilization of the San Diego Unified School District Contract No. SV-15-0028-13 for Education Classroom, Miscellaneous Support Furniture, and Related Products and Services for the Period of March 9 Through December 31, 2017
- M. Approve Finding as Required by Education Code Section 15425 that the Rate of Ad Valorem Taxes Levied Annually Upon Property Within School Facilities Improvement District No. 1 Does Not Exceed the Rate of Annual Special Taxes Levied Upon Parcels in Communities Facilities Districts Nos. 1-6 and 10-17 of the Chula Vista Elementary School District
- N. Approve Overnight Study Trips for Fourth Grade Students from Liberty Elementary School to the Star of India on March 10-11 and April 14-15, 2017
- O. Accept Donations
- P. Ratify Purchase Orders, Warrants, and Checks Written/Issued Through February 28, 2017
- Q. Approve and/or Ratify Inservice/Travel Requests
- R. Approve Requests for Use of District Facilities

**6. PUBLIC HEARINGS**

*Public Hearings*

- A. (1) Conduct Public Hearing on Discontinuance of Certain Permit Teacher Service for the 2017-18 School Year; and  
 (2) Adopt Resolution on Discontinuance
- B. (1) Conduct Public Hearing on Discontinuance of Certain Classified Services for the 2017-18 School Year; and  
 (2) Adopt Resolution on Discontinuance

*Motion:* \_\_\_\_\_, *Second:* \_\_\_\_\_, *Vote:* \_\_\_\_\_

*Motion:* \_\_\_\_\_, *Second:* \_\_\_\_\_, *Vote:* \_\_\_\_\_

C. (1) Conduct Public Hearing Regarding Short-Term Classified Employee to Perform Specified Service for the Period of March 9 Through April 21, 2017; and

(2) Adopt Resolution Regarding Short-Term Classified Employee

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

**7. ADMINISTRATIVE ACTION ITEMS**

*Administrative  
Action Items*

A. Adopt Benchmark Education as the District's English-Language Arts and English Language Development Curriculum Materials

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

B. Approve School Facilities Mitigation Agreement with HomeFed Village III Master, LLC, and Related Entities, Applicable to Certain Property Within The Otay Ranch Village 3 Development

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

C. Adopt Resolution to Approve Real Property Acquisition by the Chula Vista Elementary School District from HomeFed Village III Master, LLC, for School Site No. 47 and to Authorize Related Actions

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

D. Adopt Resolution of Intention to Establish Community Facilities District No. 20 and Authorizing Submittal of Levy of Special Taxes to the Qualified Electors

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

E. Adopt Resolution Approving and Ordering the Recording of a Boundary Map of Proposed Community Facilities District No. 20 of the Chula Vista Elementary School District

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

F. (1) Approve Revisions to Fiscal Year 2016-17 Budget;

(2) Approve Second Interim Financial Report at January 31, 2017; and

(3) Certify District's Financial Status for Fiscal Year 2016-17

Motion: \_\_\_\_\_, Second: \_\_\_\_\_, Vote: \_\_\_\_\_

- 8. FIRST AND SECOND READINGS, BOARD POLICIES, ADMINISTRATIVE REGULATIONS, AND BOARD BYLAWS** *First and Second Readings*
- A. First Reading: Proposed Revisions to Mae L. Feaster Charter School Petition
- 9. GENERAL INFORMATION ITEMS/REPORTS** *Information Items/Reports*
- A. Report Calendar to Board of Education
- 10. BOARD COMMUNICATIONS** *Board Communications*
- 11. SUPERINTENDENT'S COMMUNICATION** *Superintendent's Communication*
- 12. ADJOURN TO CLOSED SESSION** *Closed Session*
- Government Code Sections 3549.1(d) and 54957.6: Collective Bargaining/Employee Negotiations; Agency Negotiators: Fagen Friedman & Fulfroost, LLP and Adams Silva & McNally LLP; Employee Organizations: Chula Vista Classified Employees Organization (CVCEO); Chula Vista Educators (CVE); Nonrepresented Employees
- Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2016120514 for Student No. 303305
- Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2017010389 for Student No. 302668
- Government Code Section 54957: Public Employee Discipline/Dismissal/Release
- Government Code Section 54956.9(d)(2): Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation, One Case
- 13. RECONVENE TO OPEN SESSION** *Open Session*
- 14. ADJOURNMENT** *Adjournment*

THE NEXT REGULAR MEETING OF THE BOARD OF EDUCATION OF THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT IS SCHEDULED ON WEDNESDAY, APRIL 12, 2017, AT 6 P.M.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

**ITEM TITLE:**

Pledge of Allegiance Led by Students from Castle Park, Harborside, Lilian J. Rice, Valley Vista, and Wolf Canyon Elementary Schools

\_\_\_\_\_ **Action**

\_\_\_\_\_ **X** \_\_\_\_\_ **Information**

**BACKGROUND INFORMATION:**

The following students will lead the Pledge of Allegiance at the March 8, 2017, Board of Education meeting.

Angel Ceja – Harborside  
Maria Coronado – Valley Vista  
Victoria Flores – Castle Park  
Alex Moore – Rice  
Austin Speer – Wolf Canyon

Principals will accompany the students to the meeting.

**ADDITIONAL DATA:**

None.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

This is an information item.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Presentation of First-Place District Winners of the 2017 Speech Contest

\_\_\_\_\_ **Action**

\_\_\_\_\_ **X** \_\_\_\_\_ **Information**

**BACKGROUND INFORMATION:**

The District's 2017 Speech Contest topics were as follows:

- Grade 4 – What does the phrase, "Fair isn't always equal" mean to you in your school?
- Grade 5 – What does the phrase, "Fair isn't always equal" mean to you in your city?
- Grade 6 – What does the phrase, "Fair isn't always equal" mean to you in your country?
- Grades 7 and 8 – What does the phrase, "Fair isn't always equal" mean to you in the global community?

Semifinals were held on three separate days for Grades 4-8 students. Six finalists were selected from each grade level in Grades 4, 5, and 6 and two finalists from each Grades 7 and 8 who participated in the final competition. Members from several service organizations as well as members of the community served as judges.

First-place winners will receive \$200 checks, second-place winners will receive \$100 checks, third-place winners will receive \$75 checks, and the balance of the finalists will receive \$50 checks. First-place winners will have their names engraved on perpetual trophies that will be on display at their schools during the coming year.

**First-Place Winners**

<b><u>Student</u></b>	<b><u>Grade</u></b>	<b><u>School</u></b>
Sonya Valle	8	Robert L. Mueller Charter
Nika Woehl	6	Salt Creek
Jillian Jeter	5	Salt Creek
Audrey Sutton	4	Anne and William Hedenkamp



**Second-Place Winners**

<u>Student</u>	<u>Grade</u>	<u>School</u>
Ellie Adams	8	Discovery Charter
Nathan Elwood	6	Arroyo Vista Charter
Trevor Olson	5	Discovery Charter
Michelle MacGaffey	4	Discovery Charter

**Third-Place Winners**

<u>Student</u>	<u>Grade</u>	<u>School</u>
Morgan Watson	7	Discovery Charter
Bella Martinez	6	Enrique S. Camarena
Noelle Pellicane	5	Hedenkamp
Douglas D. Luffborough	4	Wolf Canyon

**ADDITIONAL DATA:**

Assistant Superintendent Matthew Tessier will present the first-place winners, who will deliver their speeches and introduce members of their families. A list of the school-level winners is attached.

The contest sponsor this year was the Chula Vista Rotary Club. The Board thanks club members for their commitment to education and their contribution on behalf of the students of the District.

District staff is creating opportunities for District and site speech contest winners to demonstrate their impressive speaking talents. This includes scheduling engagements with service clubs, senior centers, and other schools so that the merit of this program can be highlighted to nonparticipating schools.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

On behalf of the Board of Education, the President will present a Certificate of Recognition and a check to each first-place winner.

**Chula Vista Elementary School District  
2017 Speech Contest – School-Level Winners**

**Grades 4, 5, and 6**

School	Grade 4	Grade 5	Grade 6
Allen	Abigail Rae Mella	Spencer Kearns	Jacqueline Vogel-Fux
Arroyo Vista Charter	McKenzie Sumner-LaRussa	Angela Greene	Nathan Elwood
Camarena	Lawson Soukup	Charlie Leverman	Bella Martinez
Casillas	Lilly Kane	Shawn Pomatto	Kaleb Bowler
Castle Park	Luna Zoe Gomez	Mia Garcia	Victoria Flores
Chula Vista Hills	Isabellah Lawler Moran	Noralyn Arroyo	Nathan Manipon
CVLCC	Anabelle Gutierrez	Evan Garcia	Carolina Alejandro
Clear View	Aidan Sweeney	Isabella Rabine	Gabriel Acosta
Cook	Jadyn Stubblefield	Kevin Vogel	Kayla Davis
Daly Academy		Jesus Gomez	Anton Caine
Discovery Charter	Michelle MacGaffey	Trevor Olson	Lannah Garcia
EastLake	Alyssa Valladolid	Atticus Gates	Zoe Bonggat
Feaster Charter	Andrea Juarez	Tyler Stanczak	Rod Lupian
Finney	Desiree A. Greak	Adrian Hermosillo	Kealohilani DeNisi
Halecrest	Alena Nava	Kali Swanson	Cristian Ramirez
Harborside	Derek McCauley	Isabelle Lavenant	
Hedenkamp	Audrey Sutton	Noelle Pellicane	Keenan Mendoza
Heritage	Victoria Takaki	Ela Amanonce	Haebin Park
Hilltop Drive		Ava Dobbs	Deneve Villegas Sepulveda
Juarez-Lincoln	Gwendolyn Spurgeon	Keyla Parra	Zaira Martinez
Lauderbach	Santiago Santoyo	Ivan Jose Ortega	Alondra Vieyra-Reyes
Liberty	Mateo Pineda	Lily Stewart	Joshua Buenviaje
Marshall	Elizabeth Heath	Ella Kanas	Erin Del Mundo
McMillin	Selen Karabacak	Hasti Sharif	Vivian Tayson
Montgomery	Rydel Sangco	Lea Fuentes	Gloria Rodriguez
Mueller Charter	Abner Gael Pio Hoffman	Zoe Valdes Gonzalez	Mario Sanchez
Olympic View	Ariana Petrosian	Clotilde Menard-Durand	Clara Menard-Durand
Otay	Evelyn Serrano	Belma Bronja	Hana Alaniz
Palomar	Denise Concha	Natalie Olivarez	Aaron Bermudez Abaroa
Rice	Camila Plascencia	Damien Lofton	Makayla Buster
Rogers	Jocelyn Lozada	Isabella Padilla	Mia Ramos

School	Grade 4	Grade 5	Grade 6
Rosebank	Morgan Murphy	Sabrina Lukyanov	Audrey Fernandez
Salt Creek	Jonah Ursua	Jillian Jeter	Nika Woehl
Silver Wing	Jennel Fajardo	Jose Aspericueta	Jared Pacheco
Sunnyside			Sofia Murillo
Tiffany	Hayden McMackin	Natalia George	Stephanie Ling
Valle Lindo	Joslyn Herrera	Alexandria Yorba	Eunesse Diwa
Valley Vista	Victoria Arancibia	Diego Beltran	Ethan Henson
Veterans	Jocelyn Sauget	Kyanna Camille Saavedra	Kalani Vollmer
Vista Square		Alayda Guerrero	
Wolf Canyon	Douglas D. Luffborough	Realynn Q. Tence	William Austin Speer

### Middle School Grades

School	Name/Grade
Arroyo Vista Charter	Sophia Groves (7) Milana Rodriguez (8)
CVLCC	Belen Lara-Trejo (7) Kayla Inniss (7)
Discovery Charter	Morgan Watson (7) Ellie Adams (8)
Feaster Charter	Mariela Ornelas (7) Christopher Ojeda (8)
Mueller Charter	Isabela Delgado (7) Sonya Valle (8)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Report on District Cohort Schools: Castle Park, Harborside, Lilian J. Rice, Valley Vista, and Wolf Canyon Elementary for the 2015-16 School Year

\_\_\_\_\_ **Action**

\_\_\_\_\_ **X** \_\_\_\_\_ **Information**

**BACKGROUND INFORMATION:**

The District views the cohort school support model as an opportunity for research and development of innovative educational practices. The District's expectation is communication and collaboration amongst school sites will support leadership practices, teacher development, and student achievement. The District cohort model is guided by "Principal Leads" who support cohorts of five to six schools. In collaboration with the Instructional Services and Support Division, Principal Leads nurture, support, and sustain the interdependence that defines our District.

**ADDITIONAL DATA:**

Tonight, Principal Lead Debra McLaren, Principals Alicia Moreno, Erik Latoni, Veronica Konkoly, and Carmen Emery will provide an oral overview of how their cohort works interdependently with school site staffs, community members, and District staff to support Local Control and Accountability Plan (LCAP) goals. They will share the cohort work towards three priority areas within the LCAP:

- Pupil Achievement.
- Implementation of State Standards.
- Engagement.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

This is an information item.

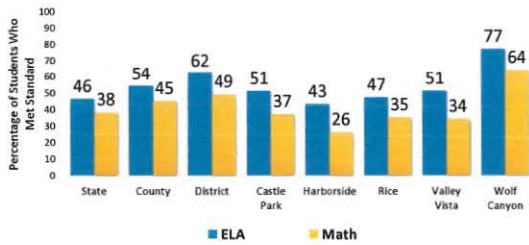


Castle Park, Harborside, Lilian J. Rice,  
Valley Vista, and Wolf Canyon  
Elementary Schools

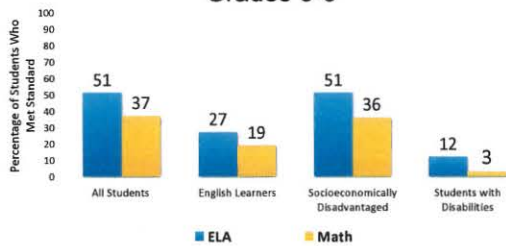
Presentation to the Board of Education  
March 8, 2017

California Assessment of Student  
Performance and Progress  
(CAASPP)

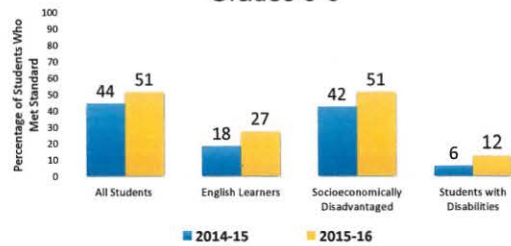
CAASPP  
State/County/District/School Comparison



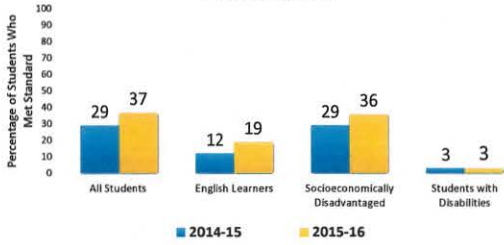
Castle Park Elementary  
2016 CAASPP ELA and Math  
Grades 3-6



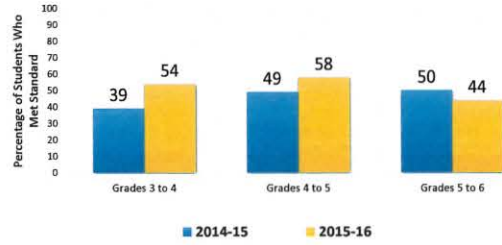
Castle Park Elementary  
CAASPP ELA Year-To-Year Comparison  
Grades 3-6



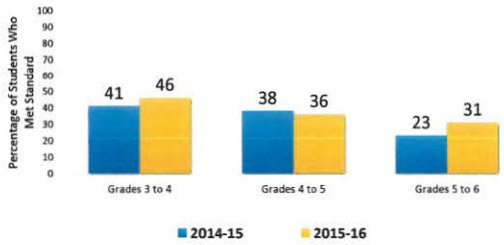
### Castle Park Elementary CAASPP Math Year-To-Year Comparison Grades 3-6



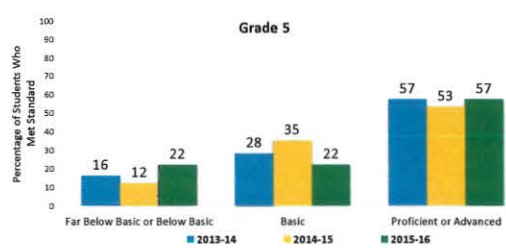
### Castle Park Elementary ELA Matched Cohort



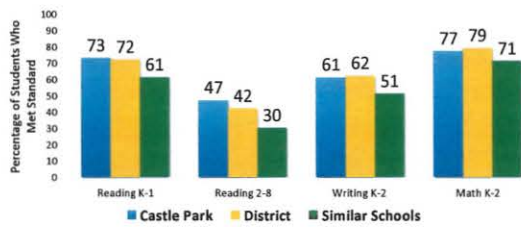
### Castle Park Elementary Math Matched Cohort



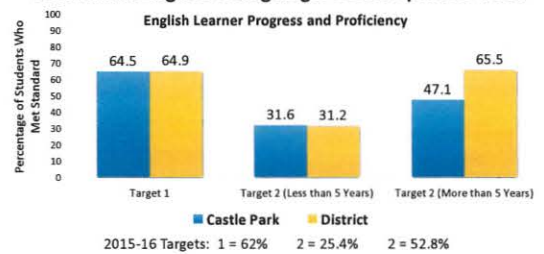
### Castle Park Elementary CST Science



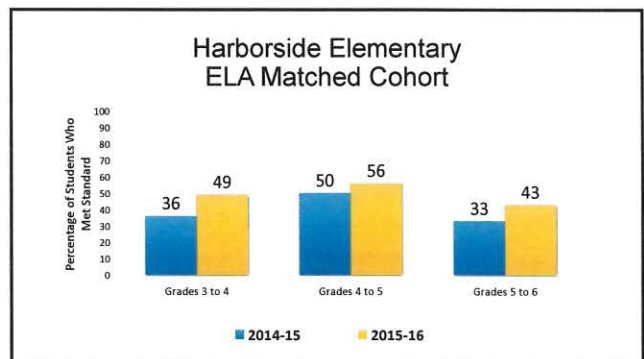
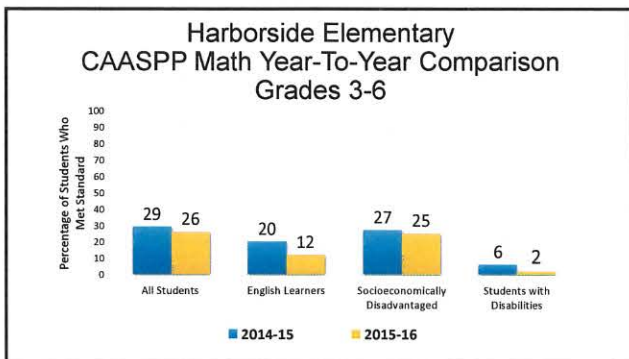
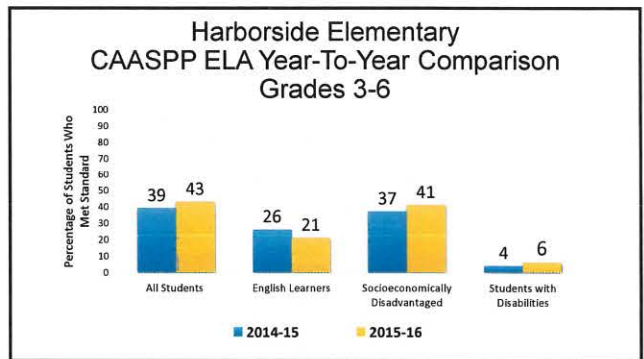
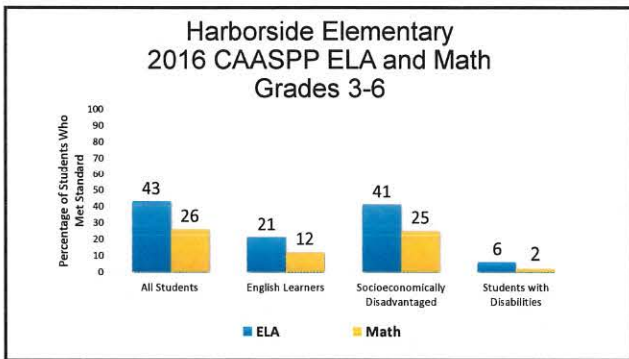
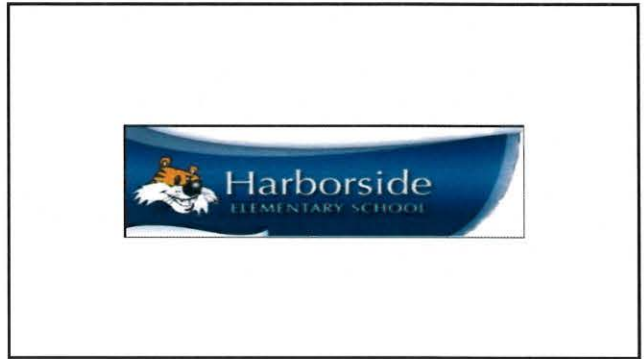
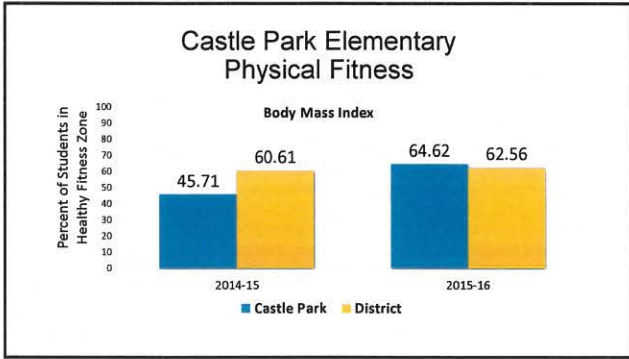
### Castle Park Elementary Local Measures

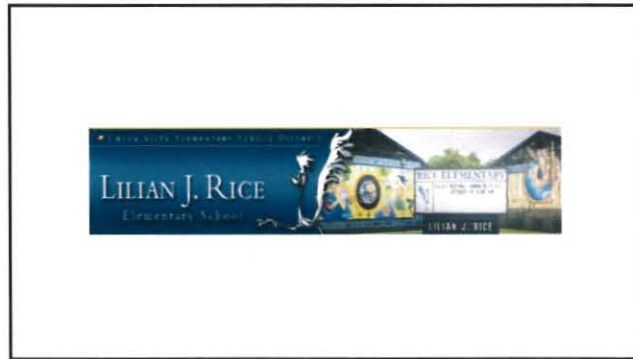
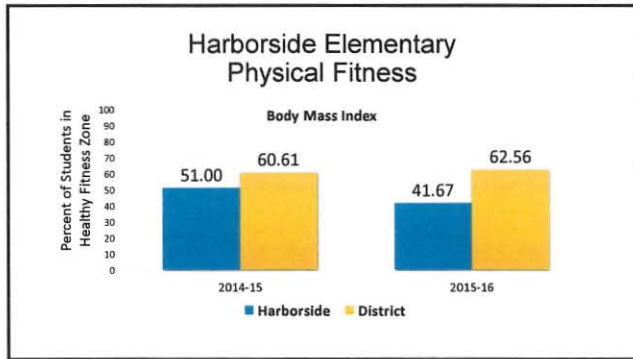
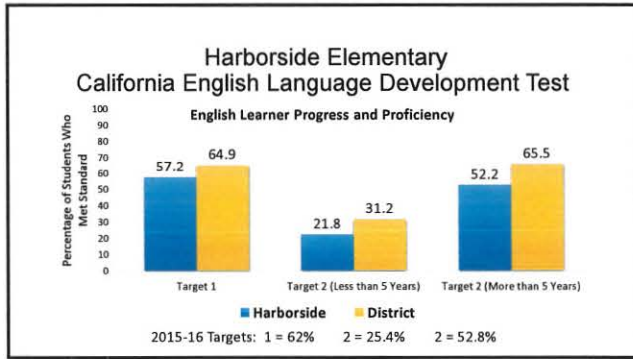
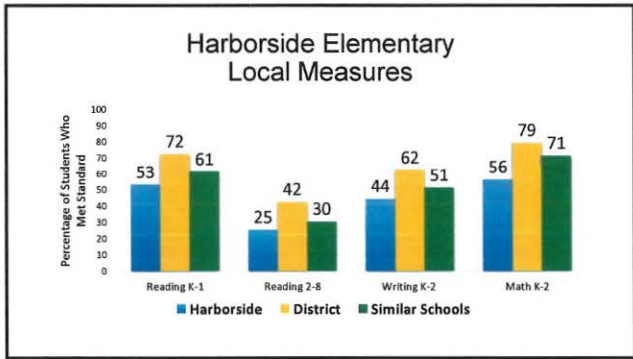
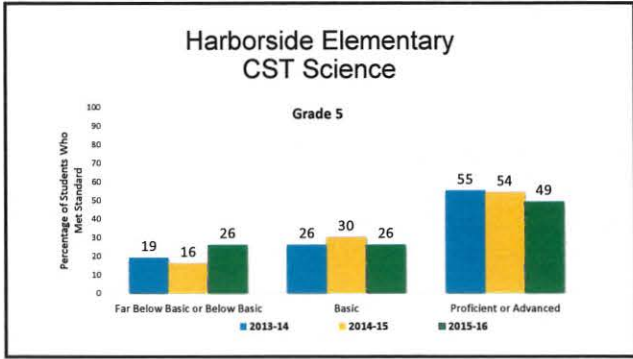
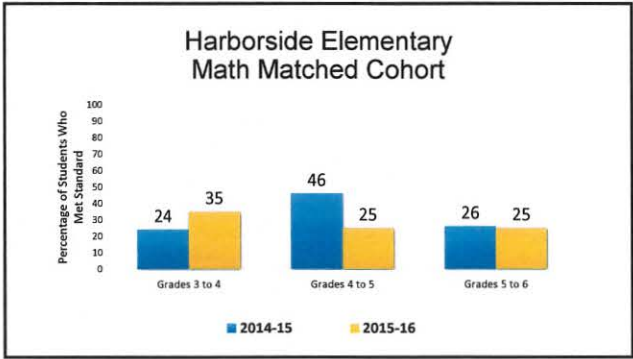


### Castle Park Elementary California English Language Development Test

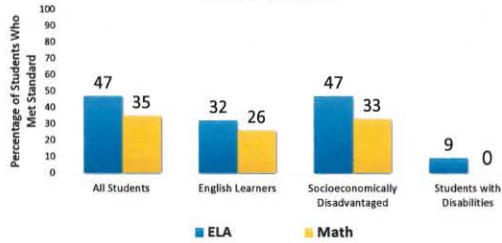




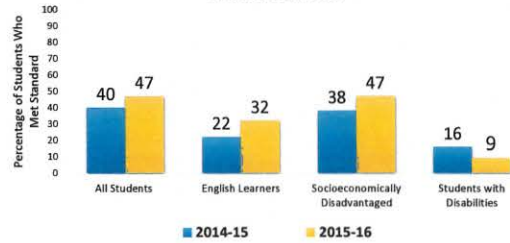




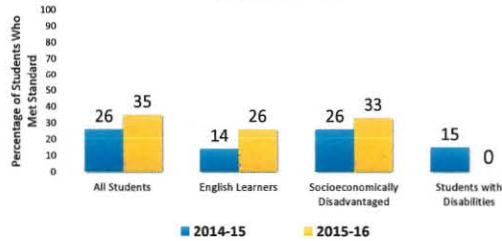
Lilian J. Rice Elementary  
2016 CAASPP ELA and Math  
Grades 3-6



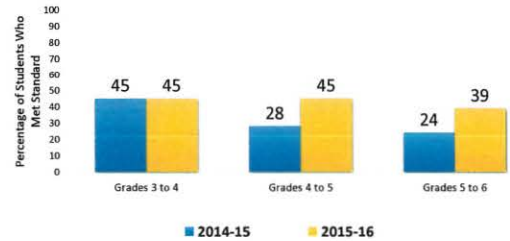
Lilian J. Rice Elementary  
CAASPP ELA Year-To-Year Comparison  
Grades 3-6



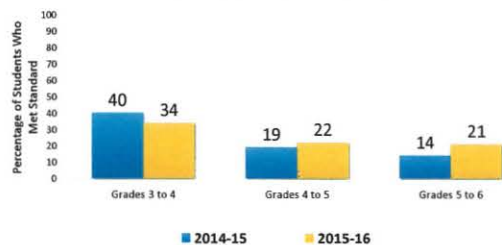
Lilian J. Rice Elementary  
CAASPP Math Year-To-Year Comparison  
Grades 3-6



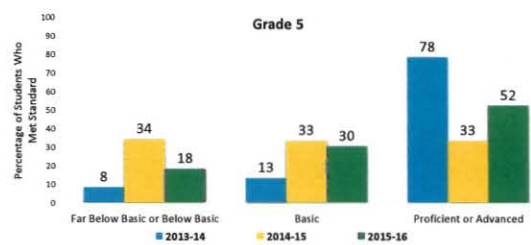
Lilian J. Rice Elementary  
ELA Matched Cohort

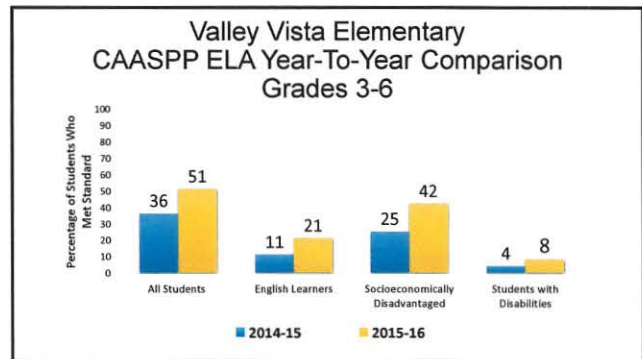
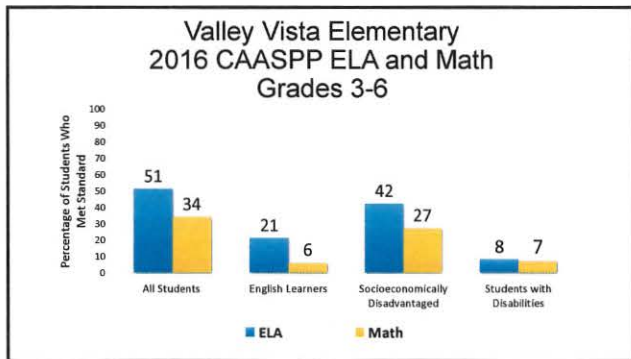
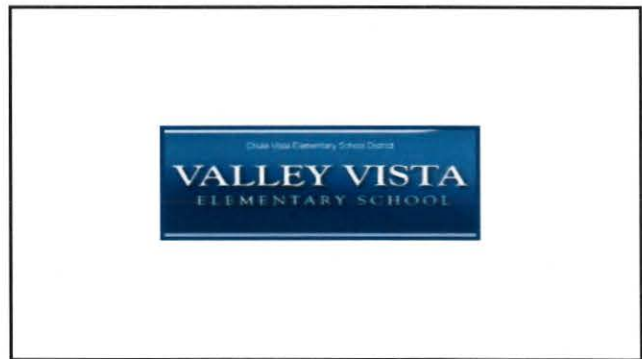
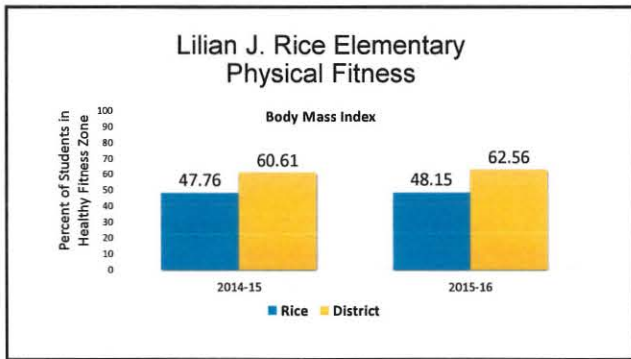
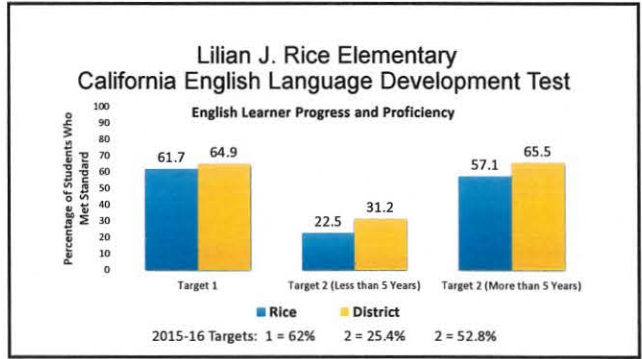
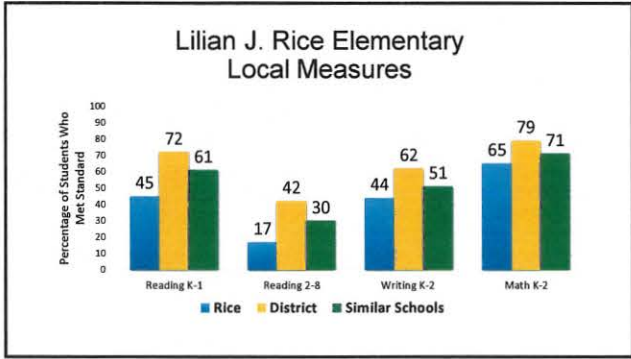


Lilian J. Rice Elementary  
Math Matched Cohort

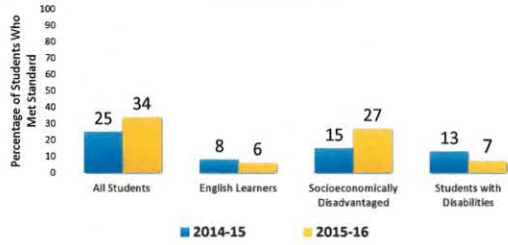


Lilian J. Rice Elementary  
CST Science

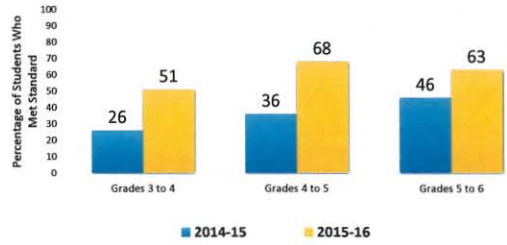




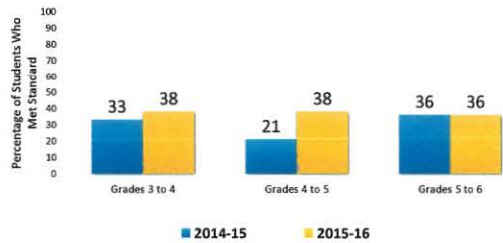
### Valley Vista Elementary CAASPP Math Year-To-Year Comparison Grades 3-6



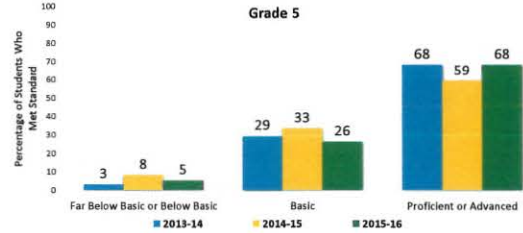
### Valley Vista Elementary ELA Matched Cohort



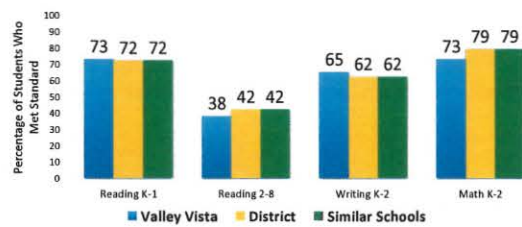
### Valley Vista Elementary Math Matched Cohort



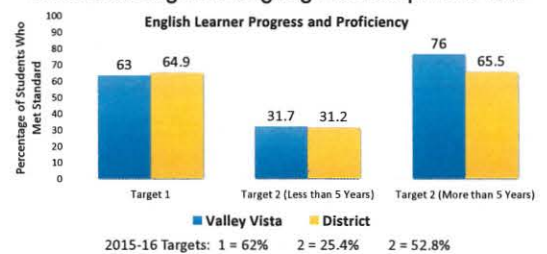
### Valley Vista Elementary CST Science Grade 5



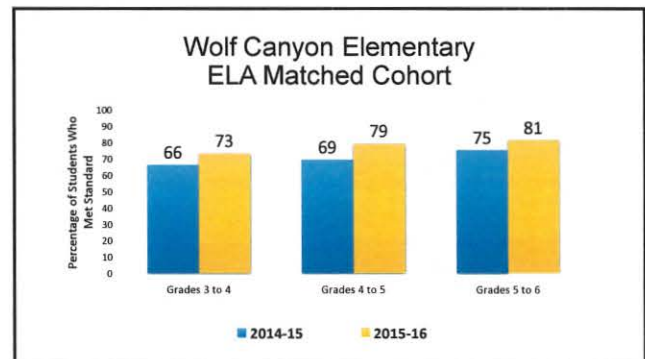
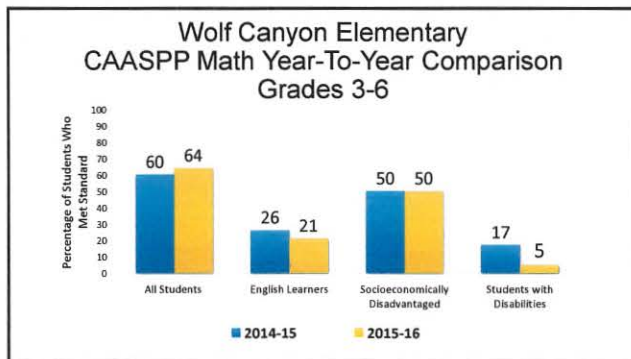
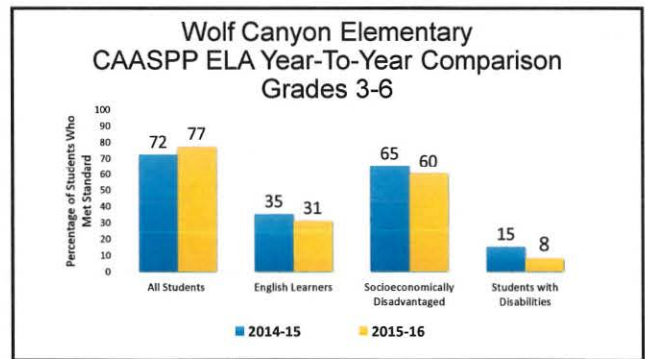
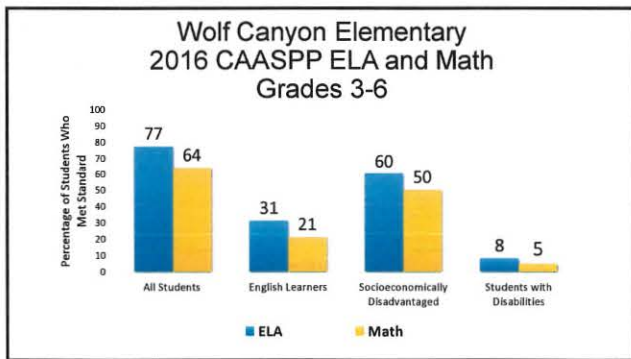
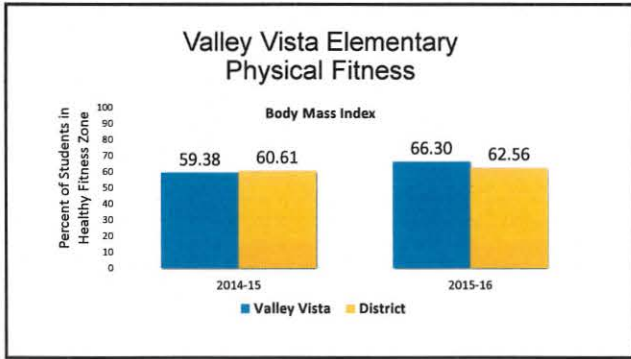
### Valley Vista Elementary Local Measures



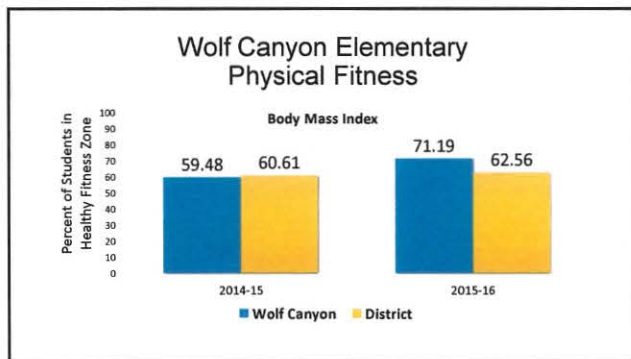
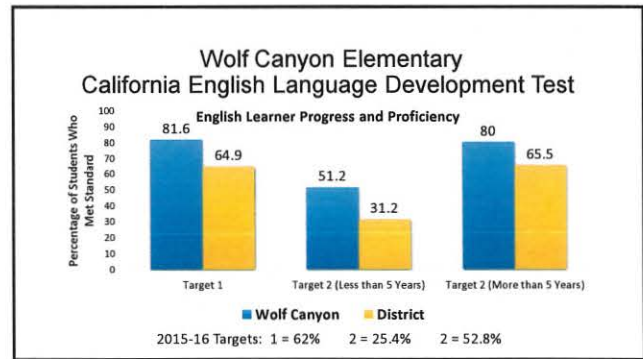
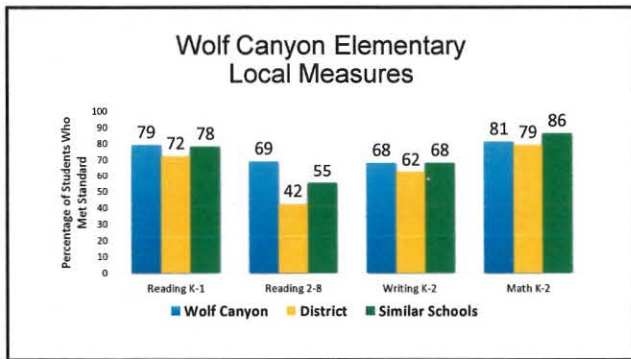
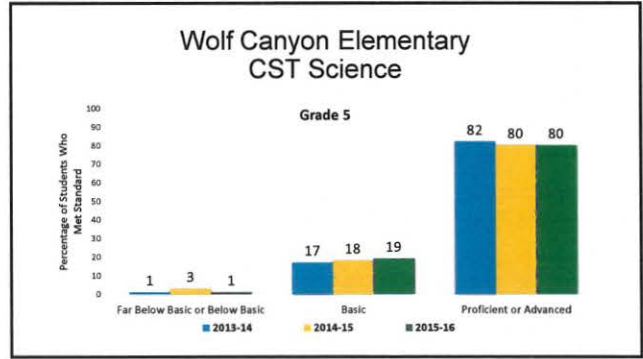
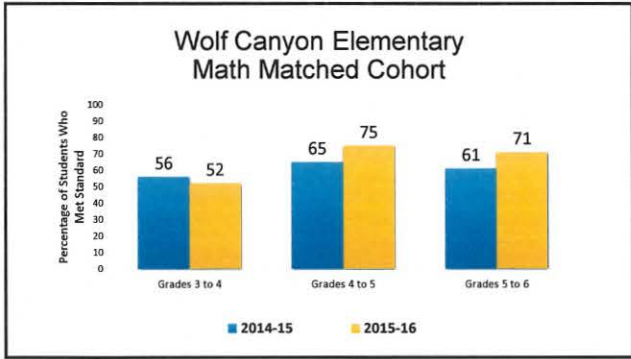
### Valley Vista Elementary California English Language Development Test











# CHULA VISTA ELEMENTARY SCHOOL DISTRICT

84 EAST "J" STREET • CHULA VISTA, CALIFORNIA 91910 • (619) 425-9600  
EACH CHILD IS AN INDIVIDUAL OF GREAT WORTH

## MINUTES BOARD OF EDUCATION

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Special Meeting  
February 15, 2017  
5:30 P.M.  
Dr. Lowell J. Billings Board Room  
Education Service and Support Center

### ORDER OF BUSINESS

#### 1. OPENING PROCEDURES

*Opening  
Procedures*

##### A. Call to Order

President Tamayo called the meeting to order at 5:32 P.M.

##### B. Roll Call

Members Present:

Mr. Francisco Tamayo, President

Mrs. Leslie Ray Bunker, Vice President

Mrs. Laurie K. Humphrey, Clerk

Dr. Eduardo Reyes, Member (Arrived at 5:33 P.M.)

Members Absent:

Mr. Armando Farías, Member

Others Present:

Dr. Francisco Escobedo, Superintendent

Mr. Oscar Esquivel, Asst. Supt., Business Services

Dr. Jeffrey Thiel, Asst. Supt., Human Resources

Mr. Matthew R. Tessier, Asst. Supt., Innovation and Instruction

Mrs. Soreli M. Norton, Asst. to the Supt. and Board of Education

##### C. Pledge of Allegiance

Mr. Tessier led the Pledge of Allegiance.

#### 2. APPROVE AGENDA (Action)

*Approve Agenda*

*Motion: BUNKER, Second: HUMPHREY, Vote: UNANIMOUS*

**3. ORAL COMMUNICATIONS**

*Oral  
Communications*

Oral Communications provides the public with an opportunity to address the Board on non-agenda items. Speakers are requested to limit their remarks to five minutes. The Board shall limit the total time for public input on each agenda item to 20 minutes. With Board consent, the President may increase or decrease the time allowed for public presentation depending on the topic and the number of persons wishing to be heard. No Board action can be taken.

Chula Vista Educators President Manuel Yvellez spoke on collaboration time.

**4. ADJOURN TO CLOSED SESSION**

*Closed Session*

President Tamayo adjourned to closed session at 5:39 P.M. in accordance with the following:

Government Code Section 54957(b)(1): Public Employee Appointment: Halecrest Elementary School Principal

**5. RECONVENE TO OPEN SESSION**

*Open Session*

President Tamayo reconvened to open session at 5:51 P.M. with all Board Members present. He stated that in closed session, the Board interviewed a candidate for the position of Principal of Halecrest Elementary School. President Tamayo said that he would entertain a motion to promote Amber MacDonald for the position.

*Motion: HUMPHREY, Second: REYES, Vote: UNANIMOUS*

Dr. Thiel introduced Ms. MacDonald and congratulated her.

**6. ADJOURNMENT**

*Adjournment*

President Tamayo adjourned the meeting at 5:52 P.M.

\_\_\_\_\_  
Francisco Escobedo, Ed.D., Secretary

\_\_\_\_\_  
Laurie K. Humphrey, Clerk

# CHULA VISTA ELEMENTARY SCHOOL DISTRICT

84 EAST "J" STREET • CHULA VISTA, CALIFORNIA 91910 • (619) 425-9600  
EACH CHILD IS AN INDIVIDUAL OF GREAT WORTH

## MINUTES BOARD OF EDUCATION

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Regular Meeting  
February 15, 2017  
6 P.M.  
Dr. Lowell J. Billings Board Room  
Education Service and Support Center

### ORDER OF BUSINESS

#### 1. OPENING PROCEDURES

*Opening  
Procedures*

##### A. Call to Order

President Tamayo called the meeting to order at 6:02 P.M.

##### B. Roll Call

Members Present:

Mr. Francisco Tamayo, President  
Mrs. Leslie Ray Bunker, Vice President  
Mrs. Laurie K. Humphrey, Clerk  
Dr. Eduardo Reyes, Member

Members Absent:

Mr. Armando Farias, Member

Others Present:

Dr. Francisco Escobedo, Superintendent  
Mr. Oscar Esquivel, Asst. Supt., Business Services  
Dr. Jeffrey Thiel, Asst. Supt., Human Resources  
Mr. Matthew R. Tessier, Asst. Supt., Innovation and Instruction  
Mr. Anthony Millican, Director, Communications and Community Dev.  
Mrs. Yolanda López, Communications Supervisor  
Mrs. Soreli M. Norton, Asst. to the Supt. and Board of Education  
Ms. Rosa Scolari, Translator/Interpreter  
Mrs. Araceli Vargas, Administrative Assistant II

##### C. Pledge of Allegiance Led by Students from Joseph Casillas, EastLake, Heritage, Juarez-Lincoln, Parkview, and Rosebank Elementary Schools

Student Abigail Wang (Casillas) led the Pledge of Allegiance. Abigail and Students Amira DeGuzman (Heritage), Mikada King (Rosebank), Nathan Ong (Juarez-Lincoln), Alan Resendiz (EastLake), and Denissa Tibayan (Parkview) also shared information regarding cohort activities and their respective schools.

Administrators from the schools accompanied the students to the meeting. The artwork displayed in the Dr. Lowell J. Billings Board Room was prepared by Joseph Casillas, EastLake, Heritage, Juarez-Lincoln, Parkview, and Rosebank Elementary Schools.

**2. APPROVE AGENDA (Action)**

*Motion: BUNKER, Second: HUMPHREY, Vote: UNANIMOUS*

*Approve Agenda*

**3. SPECIAL RECOGNITION, ORAL PRESENTATIONS, WRITTEN REPORTS, AWARDS, AND HONORS**

*Presentations/  
Awards*

**A. Recognition of Karl H. Kellogg and Palomar Elementary Schools Music Teacher Maya Diaz**

Dr. Escobedo said that last year, the U.S. Department of Education, through the Teaching Ambassador Fellows, hosted a series of gatherings entitled "Tea with Teachers." At the invitation of then Secretary of Education John B. King, Jr., teachers attended these events to discuss a variety of topics such as teacher retention, meeting the needs of refugee students, and supporting undocumented students. Through our partnership with the San Diego Youth Symphony, Ms. Diaz traveled to Washington, D.C. in September 2016 to participate in one of the sessions to discuss arts education and educating the whole child. He said that it was a great honor to have one of our own representing the District and the great things that are taking place not only with the arts, but with educating the whole child.

President Tamayo presented Ms. Shepherd with a Certificate of Recognition, congratulated her, and thanked her on behalf of the Board.

**B. Recognition of Arroyo Vista Charter School Teacher Lauren Shepherd**

Dr. Escobedo said Ms. Shepherd had been recognized by the San Diego County Credit Union in partnership with iHeart Media in December 2016 as a Classroom Hero. She was selected for her dedication and passion for kids, for identifying with each and every student in her classroom, and for going above and beyond her role as a teacher. He added that her focus is always on the students and she is constantly thinking of innovative projects to engage them.

President Tamayo presented Ms. Diaz with a Certificate of Recognition, congratulated her, and thanked her on behalf of the Board.

C. Report on District Cohort Schools: Joseph Casillas, EastLake, Heritage, Juarez-Lincoln, Parkview, and Rosebank Elementary for the 2015-16 School Year

Mr. Tessier introduced Principal Lead Mathew Shy (Parkview). Mr. Shy and other members of the "Gamma Cohort," Principals Chris Vickers (Casillas), Dr. Eric Banatao (EastLake), Erin Dare (Heritage), Toni Faddis (Juarez-Lincoln), and Neil MacGaffey (Rosebank) and Associate Principals Shawna Codrington (Heritage) and Beverly Prange (Juarez-Lincoln) presented a video reporting on the cohort's efforts to support Local Control and Accountability Plan (LCAP) goals and on the results of the California Assessment of Student Performance and Progress (CAASPP).

Board Members thanked presenters, said the report was very well done, and that it was great that it covered all areas, not just curricular areas. They also commented on aspects of the report such as that it showed the relationship between the administration and the staff is strong. They also asked questions regarding data analysis, shared practices, and other topics that were answered by the presenters.

Clerk Humphrey said that she has a little vested interest in this cohort in particular, as she was invited to participate in the homeless connect bags, which was an exciting event and where it was amazing to see the students so determined to do something good for the community. She added that she is the proud mother of a teacher at Rosebank. Clerk Humphrey said that the District is very unique in that there are two National Board Certified Teachers (NBCTs) on the Board and also one of the principals, Mr. MacGaffey, is an NBCT. She presented him with an NBCT pin.

Board Member Bunker requested a report on which schools are making greater inroads in closing the achievement gap for target populations. Dr. Escobedo said a report can be provided after this year's CAASPP testing is completed [and the results have been received and analyzed].

Before continuing with the meeting, President Tamayo acknowledged Sweetwater Union High School District Board President Nicholas Segura, who was in the audience and welcomed him to the meeting.

D. Report on Integration of Technology in Instruction

Mr. Tessier and Instructional Technology and Media Services Coordinator Antwon Lincoln presented a report on District efforts to shift the culture to embrace technology integration throughout the



system and also provided information on how District CVESDShift committees have moved technology thinking and implementation to new levels. Teachers Chris Garcia (Rice) and Giulia Longo (Wolf Canyon) shared their experiences with two recent District technology events—the Hour of Code and EdCamp.

Board Members thanked presenters, commented on several aspects of the report, applauded and commended District staff and encouraged them to continue this road. They also asked questions that were answered by Mr. Tessier and Mr. Lincoln.

Mr. Tessier also said the District partnered with Microsoft Corporation to teach Minecraft, which is a form of computer science. He invited Board Members to the first Minecraft experience to take place on Sunday, March 12.

#### E. Report on District Special Education Programs

Mr. Tessier introduced Special Education and Instruction Executive Director Keith Malcom and Director Sharon Casey, who presented current District information on identification and services.

Board Members thanked presenters, asked a wide variety of questions that were answered mainly by Ms. Casey [due to the fact that Mr. Malcom is new to the District].

Teacher Ron Marcus spoke on this item.

Clerk Humphrey motioned to move the Approve Consent Calendar before Oral Communications.

*Motion: BUNKER, Second: REYES, Vote: UNANIMOUS*

#### 4. ORAL COMMUNICATIONS

*Oral  
Communications*

Oral Communications provides the public with an opportunity to address the Board on non-agenda items. Speakers are requested to limit their remarks to five minutes. The Board shall limit the total time for public input on each agenda item to 20 minutes. With Board consent, the President may increase or decrease the time allowed for public presentation depending on the topic and the number of persons wishing to be heard. No Board action can be taken.

Chula Vista Educators President Manuel Yvellez spoke on collaboration time.

Mr. Marcus spoke regarding the Hanover survey.

**5. APPROVE CONSENT CALENDAR (Action)**

*Consent  
Calendar*

The following items listed under Consent Calendar are considered by the Board in one action. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Prior to approval of the Consent Calendar, President Tamayo pulled Items 5.A. and 5.B.

*Motion: BUNKER, Second: REYES, Vote: UNANIMOUS*

**A. Adopt Board of Education Meeting Minutes: Special and Regular Meetings January 18, 2017**

Board Member Reyes requested the minutes be amended to show that he said he does not agree paying any increases related to the Project Labor Agreement (PLA) because there should not be any extra fee just because it is a PLA, so it is not just because it is a negative connotation, it is because there should not be a fee associated with the PLA.

*Motion: REYES, Second: BUNKER, Vote: UNANIMOUS*

**B. Approve and/or Ratify Human Resources Items A Through J**

**2016-17.85**

Regarding Section J, Consultants, Board Member Reyes requested more information on hiring a marketing company. Dr. Escobedo said this is to help the District attract students from outside charter schools and private schools; this has never been done before, and the marketing firm will utilize social media and networks. Added that the District is losing some students in certain areas and wants to recoup the enrollment and that knowing there may be a future voucher system, the District wants to be ready in the event students are more inclined to go to private schools. Mentioned that attracting eight or nine students with this approach would pay for the investment and that it will be a way to specifically target students outside of the District. As an example, said that a significant percentage of the population in this region uses Pandora; so if you are a Pandora user, every time you want to give a song a thumbs up, an advertisement pops up and one of those would be our own "Chula Vista Elementary School District is the best choice." Board Member Reyes said that it would be interesting to find out how many students came back or did not go. Dr. Escobedo said a report could be prepared—in June or July—sharing the results.

*Motion: REYES, Second: BUNKER, Vote: UNANIMOUS*

Dr. Thiel introduced new employees Instructional Assistant-School Readiness Miriam Esmeier (Student, Family, Community, and Instruction) and Senior Programmer Analyst Valerie Haines (Information Services).

Board Members congratulated and welcomed the new employees. President Tamayo thanked them for attending and remaining at the meeting.

- C. Adopt Resolution Declaring March 2, 2017, as *Read Across America Day* in the Chula Vista Elementary School District **2016-17.86**
- D. Approve Agreement with University of California, San Francisco, School of Pharmacy for Chula Vista Community Collaborative Services for the Period of March 1 Through August 15, 2017
- E. Adopt Resolution Authorizing Utilization of the City of San Diego Bid No. 10015195-12-Z for Furnishing Various Gasoline and Diesel Fuels from SoCo Group, Inc., for the Period of February 16, 2017, Through June 30, 2018 **2016-17.87**
- F. Approve Award of Bid No. 16/17-4 to Presidio Networked Solutions Group, LLC, for the Purchase of Network Hardware Equipment for the Period of April 1, 2017, through March 31, 2018
- G. Adopt Resolution Approving Amendment No. 1 to Agreement with Silver Creek Industries, Inc., to Provide Division of State Architect-Approved Portable Buildings and Stating Intent Regarding Piggybacking by Public School Districts and Community College Districts for the Period of February 27, 2017, Through February 27, 2019 **2016-17.88**
- H. Approve Award of Bid No. 16/17-6 for Student Charter Transportation Services to Goldfield Stage Company; Royal Lines Charters, LLC; San Diego Scenic Tours, Inc.; Sun Diego Charter Company; Sundance Stage Lines, Inc.; and Wess Transportation Services, Inc., for the Period of February 18, 2017, Through February 17, 2018
- I. Approve Overnight Study Trip for Fourth Grade Students from Chula Vista Hills Elementary School to Indian Hills Camp on May 10-11, 2017
- J. Approve Overnight Study Trip for Fourth Grade Students from Halecrest Elementary School to Sacramento, California, on February 22-24, 2017
- K. Accept Donations **2016-17.89**
- L. Ratify Purchase Orders, Warrants, and Checks Written/Issued Through January 31, 2017 **2016-17.90**
- M. Approve and/or Ratify Inservice/Travel Requests **2016-17.91**
- N. Approve and/or Ratify Requests for Use of District Facilities **2016-17.92**

**6. PUBLIC HEARINGS**

*Public Hearings*

None.

**7. ADMINISTRATIVE ACTION ITEMS**

*Administrative  
Action Items*

- A. Cast Vote for Candidates for the 2017 Election of the California School Boards Association Region 17 Delegate Assembly

Dr. Escobedo said Board Member Bunker was one of the candidates for the Delegate Assembly and that the Board could vote for up to seven candidates, one per each available position.

Board Member Reyes suggested the Board only vote for Board Member Bunker to give her a better chance of being selected.

*Motion: HUMPHREY, Second: REYES, Vote: UNANIMOUS*

**8. FIRST AND SECOND READINGS, BOARD POLICIES, ADMINISTRATIVE REGULATIONS, AND BOARD BYLAWS**

*First and Second  
Readings*

None.

**9. GENERAL INFORMATION ITEMS/REPORTS**

*Information  
Items/Reports*

- A. Report Calendar to Board of Education

Board Member Reyes requested information regarding field trips—how they are subsidized and how to support them. He also asked for information on money spent on classroom supplies. He said he is interested in having a discussion on how the District can support sites. Dr. Escobedo said he would provide the Board with baseline data on both items.

Clerk Humphrey thanked Dr. Thiel and the Human Resources Division for the information provided regarding student teacher qualifications and placement. Said she would like to get a picture of how often the training provided to the master teachers happens and when the last one took place. Also asked where the student teachers are currently placed as well as where they have been placed in the last few years and how university supervisors are involved in the process, if at all. Clerk Humphrey said there is a number of NBCTs in the District and requested to know the location of the teachers going through the free NBCT program. On a different note, she asked Dr. Thiel for his opinion regarding collaboration and requested information regarding the Hanover survey—what it is used for and if eliminating the demographic information is feasible.

Dr. Escobedo said some of the demographics in the Hanover survey have been omitted and that the survey is mostly used for principal evaluation. He commented that he sees the survey changing, maybe being more like a Thoughtexchange process, due to the fact that the state's accountability system is changing completely—looking at school climate and engagement in a whole different way. Said the District expects to know a lot more in March about how it will look; and that the District is in a position of significant transition in how it calibrates social emotional and other metrics. The Hanover survey or something equivalent will change drastically to ensure the District conforms to those areas in which the state will focus.

President Tamayo requested a report (via the update) on the number of students reading below third grade throughout the District and what strategies are being used to help them.

## 10. BOARD COMMUNICATIONS

*Board  
Communications*

### **Mrs. Bunker:**

- Reiterated her thanks to the presenters for the reports on technology and Special Education. Said both gave her more things to think about and that she will probably have more questions. Added that technology has moved so quickly, that things that changed this year are amazing, and that she is happy to see the District doing them.

### **Mrs. Humphrey:**

- Shared that she visited Arroyo Vista Charter, Olympic View, and Rosebank. Said that it was very evident when she walked into the campuses, particularly at Olympic View, that students were very polite and happy to see visitors and that parents were also joyful and happy. Added that she had a conversation with Principal Gloria McKearney, and this was one of the things Mrs. McKearney stated she is most proud of, the familial kind of feeling that encompasses her campus. Mentioned that at Arroyo Vista Charter, the teaching practices she observed under Principal Pat Roth were phenomenal and at Rosebank, Mr. MacGaffey was very proud to share some of the things they are doing in terms of instruction, math curriculum, anchor posters, and instructional charts.

### **Dr. Reyes:**

- Shared he visited Cook Elementary. Said that it is a great school, and that [staff] is doing a great job.
- Said that President Tamayo's request for a committee was a great idea and that he would like discuss the process—the who and the how.

### **Mr. Tamayo:**

- Thanked everyone who remained at the meeting up until that time.
- Thanked Cabinet members and staff who helped prepare the Board meeting.



- Thanked the schools for displaying the background, saying that they are different every month and are very creative.
- Said the reports were awesome. Congratulated Special Education staff members for their presentation. Said they provided information and created lots of discussion regarding things the Board needs to think about.
- Thanked the technology committee and said he cannot wait to see what they are going to continue to improve.
- Commented that one of the things he has been thinking about is creating a committee to review District policies. Added that the Board needs to review policies, but doing so during Board meetings would take too long. Said the committee would comprise two Board Members, some administration staff members, a teacher, a classified staff member, and maybe a parent leader. The committee would review Board Policies to see if they are current and would recommend any necessary revisions. Added that hopefully some names of interested parties would be ready at the next Board meeting.

## 11. SUPERINTENDENT'S COMMUNICATION

*Superintendent's  
Communication*

### Dr. Escobedo:

- Asked President Tamayo if he would like to see an action item at the next Board meeting regarding his request for a committee, to which President Tamayo responded in the affirmative.
- Said he wanted to share something very unique with the Board—that he had received a call from the California Department of Education (CDE) to let him know CDE is looking at having a District administrator be part of the State Board of Education—Executive Director of Curriculum and Instruction Gloria Ciriza. Said this is a governor-appointed position and that if chosen, Mrs. Ciriza would have to attend Board meetings (possibly on a quarterly basis) and that she would do a great job of representing the District's interests in Sacramento. Added that just to be considered is a great honor.

## 12. ADJOURN TO CLOSED SESSION

*Closed Session*

President Tamayo adjourned to closed session at 8:42 P.M. in accordance with the following:

Government Code Sections 3549.1(d) and 54957.6: Collective Bargaining/Employee Negotiations; Agency Negotiators: Fagen Friedman & Fulfrost, LLP and Adams Silva & McNally LLP; Employee Organizations: Chula Vista Classified Employees Organization (CVCEO); Chula Vista Educators (CVE); Nonrepresented Employees

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Superior Court, Case No. 37-2015-000028296-CU-PO-CTL

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2016110858 for Student No. 304048

Government Code Section 54956.9(d)(2): Conference with Legal Counsel – Anticipated Litigation: One Potential Case, Joint Powers Authority Claim No. 15-04396

Government Code Section 54956.9(d)(2): Conference with Legal Counsel – Anticipated Litigation: One Potential Case, Settlement with Certificated Employee No. 1062017188

Government Code Section 54956.9(d)(2): Conference with Legal Counsel – Anticipated Litigation: Substantial Exposure to Litigation, One Case

### 13. RECONVENE TO OPEN SESSION

*Open Session*

President Tamayo reconvened to open session at 9:41 P.M. with all Board Members present except Board Member Farías.

Clerk Humphrey announced that the Board:

Approved a settlement agreement in Superior Court, Case No. 37-2015-000028296-CU-PO-CTL

*Motion: TAMAYO, Second: HUMPHREY*

*Vote: Ayes: BUNKER, HUMPHREY, REYES, TAMAYO*

*Absent: FARIÁS*

Approved a settlement agreement in Office of Administrative Hearings, Case No. 2016110858 for Student No. 304048.

*Motion: HUMPHREY, Second: TAMAYO*

*Vote: Ayes: BUNKER, HUMPHREY, REYES, TAMAYO*

*Absent: FARIÁS*

Approved a settlement agreement regarding Joint Powers Authority Claim No. 15-04396

*Motion: BUNKER, Second: REYES*

*Vote: Ayes: BUNKER, HUMPHREY, REYES, TAMAYO*

*Absent: FARIÁS*

Approved a settlement agreement with Certificated Employee No. 1062017188.

*Motion: HUMPHREY, Second: BUNKER*

*Vote: Ayes: BUNKER, HUMPHREY, REYES, TAMAYO*

*Absent: FARIÁS*



14. ADJOURNMENT

*Adjournment*

President Tamayo adjourned the meeting at 9:43 P.M.

\_\_\_\_\_  
Francisco Escobedo, Ed.D., Secretary

\_\_\_\_\_  
Laurie K. Humphrey, Clerk

THE NEXT REGULAR MEETING OF THE BOARD OF EDUCATION OF  
THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT IS SCHEDULED  
ON WEDNESDAY, MARCH 8, 2017, AT 6 P.M.

UNAPPROVED

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

**ITEM TITLE:**

Adopt Resolution Regarding Absence of Board Member Armando Farías from the February 15, 2017, Special and Regular Board Meetings Due to Illness

  X   Action

                   Information

**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 35120 and Board Bylaw 9250, a Board Member shall be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the Member was absent due to a hardship deemed acceptable by the Board.

**ADDITIONAL DATA:**

Board Member Farías was absent from the February 15, 2017, Special and Regular Board Meetings due to illness.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

Recommend adoption.



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

**ITEM TITLE:**

Approve Establishment of a Policy Review Committee

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

At the request of Board President Francisco Tamayo, the District will establish a Policy Review Committee (PRC) to assist the District with the review of Board Policies, Administrative Regulations, Board Bylaws, and Exhibits (District Policies). The main responsibility of the PRC will be to determine whether District Policies are up to date and align with current laws and regulations. In cases where the PRC finds updates are necessary, it will draft a revision recommendation and forward it to the appropriate District Division, i.e., Business Services, Human Resources, or Instructional Services and Support for inclusion in a Board meeting agenda.

The PRC will comprise two Board of Education Members.

**ADDITIONAL DATA:**

The PRC may request assistance from District staff as needed.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources  
Services and Support

**ITEM TITLE:**

Approve and/or Ratify Human Resources Items A Through L

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

A. NEW EMPLOYMENT

Loren Cruz, Library Media Technician, 5 hours per day, 3 days per week, Range 23, Step 1, \$17.51 per hour plus 2 percent, effective February 7, 2017

Carmen Estrada, Custodian I, 7 hours per day, 5 days per week, Range 22, Step 1, \$17.01 per hour, effective February 22, 2017

Faatulagaese Faalave, Custodian I, 8 hours per day, 5 days per week, Range 22, Step 1, \$17.01 per hour, effective February 13, 2017

Xander Gonzalez, Computer Support Technician I, 8 hours per day, 1 day per week, Range 31, Step 1, \$21.10 per hour, effective February 15, 2017

Marcos Gutierrez, Gardener-Groundskeeper, 10 hours per day, 4 days per week, Range 26, Step 2, \$19.56 per hour, effective February 23, 2017

Marion Hierro Olson, Instructional Assistant-Special Education, 5.8 hours per day, 5 days per week, Range 17, Step 1, \$15.22 per hour, effective February 27, 2017

Fernanda Jimenez, Student Attendant, 5.8 hours per day, 5 days per week, Range 18, Step 1, \$15.52 per hour, effective February 21, 2017

Jesus Martinez, Instructional Assistant-Special Education, 3 hours per day, 5 days per week, Range 17, Step 1, \$15.22 per hour, effective February 21, 2017

Karla Naanep, Autism and Behavior Support Assistant, 6 hours per day, 5 days per week, Range 21, Step 3, \$18.31 per hour, effective February 27, 2017

Patricia Olivas, School Attendance Secretary/Health Specialist, 8 hours per day, 5 days per week, Range 28, Step 1, \$19.56 per hour, effective February 21, 2017

Claudia Perez, Student Attendant, 6.3 hours per day, 5 days per week, Range 18, Step 1, \$15.52 per hour, effective February 24, 2017

Leticia Quesada, Temporary Resource Teacher (per Education Code Section 44920), 64 days, Class IV, Step 1, salary \$17,114.88, effective February 21 through June 5, 2017

James Reese, Custodian I, 6.5 hours per day, 5 days per week, Range 22, Step 1, \$17.01 per hour, effective February 10, 2017

Jessica Ruiz Jurado, Instructional Assistant-Special Education, 5.8 hours per day, 5 days per week, Range 17, Step 1, \$15.22 per hour, effective February 24, 2017

Nidia Verduzco Gonzalez, Student Attendant, 6.5 hours per day, 4 days per week, Range 18, Step 1, \$15.52 per hour, effective February 9, 2017

B. EMPLOYMENT OF CERTIFICATED EMPLOYEE UNDER THE PROVISIONAL INTERNSHIP PERMIT FOR THE 2016-17 SCHOOL YEAR

Leticia Quesada, Education Specialist-Moderate/Severe, effective February 21, 2017

C. RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES EFFECTIVE END OF THE 2016-17 SCHOOL YEAR UNDER EDUCATION CODE SECTION 44954

100819	108655	111656	113116
102153	108674	112145	113133
104645	108702	112154	113139
105003	108841	112174	113156
105290	108844	112323	113169
105721	109279	112443	113179
106378	109769	112445	113202
107021	110375	112526	113218
107416	110679	112706	113257
107967	111188	112892	113283
108010	111462	113012	113284

113286	113605	113714	113983
113378	113612	113852	114045
113383	113618	113866	114080
113400	113620	113935	114085
113457	113625	113938	114156
113586	113654	113958	
113592	113686	113960	

D. RECLASSIFICATION OF TITLE AND/OR RANGE CHANGE FOR CLASSIFIED EMPLOYEE

Nancy Greene, from Computer Support Technician I to Computer Support Technician III, 7.75 hours per day, 5 days per week, Range 40, Step 3, \$28.64 per hour, effective July 22, 2016

Patricia Martinez, from Clerk-Typist III to Secretary I, 8 hours per day, 5 days per week, Range 24, \$22.56 per hour plus 2 percent, effective July 1, 2016

E. JOB DESCRIPTION

Technology Services Technician

F. NON-REELECTION OF PROBATIONARY EMPLOYEE(S) PURSUANT TO EDUCATION CODE SECTION 44929.21

Employee Nos.: 1082017714, 1102017371, and 1132017009

G. PROMOTION

Amber MacDonald, from Associate Principal to Principal at Halecrest, 8 hours per day, 5 days per week, \$606.45 per day, effective February 21, 2017

H. LEAVE OF ABSENCE

Mark Hayes, Bus Driver, effective February 23, 2017

Susana Quezada, CNS Technician, effective February 8, 2017

Maria Ruiz, Special Education Teacher, effective April 3, 2017

I. RESIGNATION

Cynthia Jimenez, Instructional Assistant (Preschool and Child Development Center), effective March 4, 2017

Elizabeth McGill, Resource Teacher-VAPA, effective February 11, 2017



Omar Tirado, Instructional Assistant-Special Education, effective February 17, 2017

J. RETIREMENT

Silvia Arzate, Instructional Assistant-Special Education, effective March 4, 2017

Nancy Brunson, Special Education Teacher, effective June 6, 2017

Mario Nido, Resource Teacher, effective April 1, 2017

K. TERMINATION

Employee Nos.: 1032017261 and 1122017962

L. CONSULTANTS

On August 10, 2016, the Board approved a contract not to exceed \$13,050 with Apex Companies, LLC, to assist and maintain an Industrial General Permit-Compliant Storm Water Pollution Prevention Plan and Electronic Submittal of all Permit Registration Documents to the State Water Resources Control Board for the Maintenance and Transportation facilities at the Education Service and Support Center. Due to requirements throughout the 2016-17 reporting year by the Industrial General Permit, an additional four storm water samplings are needed to complete services through June 30, 2017. The contract amount will change and will be paid from Maintenance funds. Staff recommends to amend the contract amount from \$13,050 to \$15,650.

Construction Testing & Engineering, Inc., will provide geotechnical, material testing, and special inspection services for the installation of one 32' x 30' relocatable building for Arroyo Vista Charter School. Services will commence March 13, 2017. The cost, not to exceed \$31,396, will be paid from Arroyo Vista Charter funds.

Jessica Couto will direct a musical at Heritage. Services commenced March 1 and will continue through June 2, 2017. The sum not to exceed \$2,000 will be paid from Reimbursable Account funds.

Crimson Center for Speech-Language Pathology, Inc., will provide speech and language assessment and consultation services, including Individualized Education Program meetings and reports. Services will commence March 9 and continue through June 30, 2017. The sum not to exceed \$3,000 will be paid from Special Education, Speech and Language Pathologist funds.

Crunch Time Sports will provide officiating services to the District's intramural sports program. Services commenced January 10 and will continue through June 30, 2017. The sum not to exceed \$10,000 will be paid from District Intramural Sports funds.

On December 14, 2016, the Board approved a contract in the amount of \$700 with Integral Psychological Services to provide psychological assessment and consultation services, including Individualized Education Program meetings and reports. Additional services are required. This amendment will increase the contract by \$140. The amended contract sum not to exceed \$840 will be paid from District Psychological Services funds.

Mad Science will provide a science experiment on chemical reaction presentation at Rogers. Services will be provided April 14, 2017. The sum not to exceed \$635 will be paid from Reimbursable Account funds.

On July 13, 2016, the Board approved a contract with Maxim Healthcare Services, Inc., dba maxim Staffing Solutions to provide Registered Nurse(s) to perform the role of the School Nurse as per job description. Additional services are required. This amendment will increase the contract by \$150,000. The amended contract sum not to exceed \$300,000 will be paid from District Health and Nursing funds.

Mendes Training & Consulting, Inc. provided opening keynote presentation for Sunnyside. Services were provided January 18, 2017. The sum not to exceed \$2,900 will be paid from Cal-Well funds.

Military Child Education Coalition will provide strategies and practical application skills to mental health staff to increase resilience in military-connected children and workshops for parents to be their child's strongest educational and social advocates. Services will commence March 9 and continue through April 28, 2017. The sum not to exceed \$20,000 will be paid from University of Southern California, Department of Defense Education Activity-Welcoming Practices Grant funds.

On June 8, 2016, the Board approved a contract with MyTherapyCompany in the amount of \$1,620,600 to provide occupational therapy services. Additional services are required. This amendment will increase the contract by \$53,400. The amended contract sum not to exceed \$1,674,000 will be paid from Special Education Occupational Therapy funds.

Stapledon Enterprises, Inc., will provide on-site Division of the State Architect inspection services for the installation of one 32' x 30' relocatable building for Arroyo Vista Charter School. Services will commence on

March 13, 2017. The cost, not to exceed \$52,800, will be paid from Arroyo Vista Charter funds.

**ADDITIONAL DATA:**

Additional information is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

**STAFF RECOMMENDATION:**

Recommend approval and/or ratification.

## **TECHNOLOGY SERVICES TECHNICIAN**

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### **JOB SUMMARY:**

Under the direction of the Technology Support Supervisor, provides tier one user support for questions and issues related to information technology hardware, technology access, and application usage. Maintains a self-help website and Helpdesk documentation for user support. Provides one-to-one and group support to school site and District office staff on supported products and applications. Support is provided using Skype for Business directly with user. Also onsite support may be provided, as needed.

### **ESSENTIAL JOB FUNCTIONS:**

- Supports District technology and application and data security function by initiating processing, monitoring, and notifying requestor of security access rights, and privileges.
- Interfaces with other departments.
- Maintains other security and operational databases as needed.
- Provides user information on system access and application functions; explains user access rights. This includes Office 365 and business and student systems. Provides information on user password change self-registration.
- Works to resolve problems (via telephone troubleshooting and desktop sharing program) related to the use of systems and their applications (including student information systems and business software).
- Documents issues that will be referred to tier two support levels. Escalates critical issues to appropriate manager or system administrator.
- Updates tickets with documentation and detail on resolution/escalation.
- Updates the IT Helpdesk web portal by posting all user documentation and maintaining a user self-help portal.
- Assists in the maintenance of District website postings and acts as a resource to school site and District office personnel to assist them with development and maintenance.
- Develops both written and video documentation to assist District employees with application use.
- Creates user profiles in schoolwide communication system, trains users in use of system, and maintains updated information in emergency communication in online profiles as well as mobile applications.
- Provides technical programming changes to phone system, training, and support related to telephone equipment and services for the District.
- Performs basic to intermediate phone troubleshooting with District employees and coordinates service and repairs with phone service providers for main line phone issues and T-1/PRI circuits.

- Performs basic configuration, upgrading of firmware, programming, and testing of VOIP phones for deployment to school sites, including the programming of features through phone software system.
- Develops phone training documentation and basic user guides for all District employees.
- Coordinates with District security company the setup of user access to alarm panel for ESSC employees. Maintains written records of codes and passwords accordingly.
- Learns new software programs, training, or skills required to keep up to date in the current position. Applies skills to improve efficiency of the department.
- Reviews IT Helpdesk procedures; documents and recommends improvement.
- Presents training session on technological topics.
- Performs related duties as assigned.

#### **ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS:**

- Knowledge of principles, concepts, and methods of computer technology and its most effective and efficient utilization; ability to quickly acquire and apply knowledge and expertise in instructional technology requirements; knowledge of standard microcomputer operating systems and the software used in a network environment.
- Knowledge of operational procedures of (a) legacy telephone systems and voicemail, (b) VOIP telephone system.
- Knowledge of computer operating systems, browsers, Active Directory, Office 365 applications, SharePoint and Lync/Skype for Business.
- Knowledge of software currently utilized by the Chula Vista Elementary School District (including student information systems and business software).
- Knowledge of department office practices, computerized procedures, District policies, practices, and goals.
- Excellent oral and written communication skills.
- Ability to diagnose and resolve technology-related problems of a relatively complex nature.
- Establish and maintain effective working relationships.
- Ability to communicate in nontechnical terms and interact effectively and professionally in a fast-paced environment.
- Ability to maintain the security of sensitive, confidential, and privileged information.
- A strong customer service attitude is critical in this position.
- Ability to work in a dynamic work environment and multiple tasks at a time and to complete them in a timely manner.
- Graduation from high school. Four-year college degree preferred or comparable work experience. Two years of successful technology-related experience preferred.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Adopt Resolution Designating the Month of April 2017 as *Public Schools Month* in the Chula Vista Elementary School District

    X     Action

                     Information

**BACKGROUND INFORMATION:**

Since 1920, *Public Schools Month* has been sponsored and promoted every April by the Grand Lodge of Free and Accepted Masons of California.

The purpose of *Public Schools Month* is to encourage communities and schools to set aside some time during April to honor public schools and enlist the community's continued support for public education. Visitations by community members to schools during April are especially encouraged. Many District schools have scheduled special activities during *Public Schools Month*.

For many years, the Chula Vista Masonic Lodge No. 626, as part of *Public Schools Month*, has presented citizenship awards to outstanding Grade 6 students in District schools. This year, the Masonic organization will promote the theme "Together we make a profound difference for public education." District students will be selected by their teachers using criteria that include behavior, participation in and enthusiasm for school activities, leadership within peer groups, and use of courtesies and proper manners.

**ADDITIONAL DATA:**

The award presentation this year will take place on April 13. A list of award winners by school will be available for review in the Office of the Executive Director of Research, Accountability, Evaluation, Analysis, and Instruction Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

Recommend adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. \_\_\_\_\_

Resolution Designating the Month)  
of April 2017 as *Public Schools* )  
*Month* in the Chula Vista )  
Elementary School District )

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, an educated public is essential if a nation is to attain a place of prominence among world powers; and

WHEREAS, our public schools have played a leading role in the development of democracy in America; and

WHEREAS, our system of public education has been a dominant factor in the education of our children to become responsible, productive citizens, well endowed with the qualities expected of future leaders, thus creating in America a way of life and standard of living that is the envy of nations throughout the world; and

WHEREAS, the Grand Lodge of Free and Accepted Masons of California has endorsed the efforts and commended the achievements of our public schools since 1920.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Chula Vista Elementary School District recognizes our public schools and their staffs who contribute to the enrichment of our young people.

BE IT FURTHER RESOLVED that the Board of Education declares the month of April 2017 as *Public Schools Month* in the Chula Vista Elementary School District.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8<sup>th</sup> day of March 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Approve Memorandum of Understanding with Centro de Salud de la Comunidad de San Ysidro, Inc., dba San Ysidro Health Center, Inc., for School-Based Dental Services for the Period of March 9 Through June 30, 2017

    X     **Action**

           **Information**

**BACKGROUND INFORMATION:**

San Ysidro Health Center (SYHC), through a network of community clinics and program sites located throughout San Diego, offers comprehensive primary care, dental, counseling, and family support services. Annually, SYHC serves over 85,000 patients, of which nearly half are children and adolescents. The mission of the SYHC is "to improve the health and well-being of our community's traditionally underserved and culturally diverse people."

The District wishes to enter into a Memorandum of Understanding (MOU) with SYHC for school-based dental services to be provided by a licensed dentist. Services would include dental screenings, topical fluoride varnish applications, oral health education, dental report cards, and dental referrals for procedures that need to be completed off-site. Students at the following schools would receive services.

- Castle Park
- Chula Vista Learning Community Charter
- Hazel Goes Cook
- Mae L. Feaster Charter
- Myrtle S. Finney
- Harborside
- Hilltop Drive
- Juarez-Lincoln
- Karl H. Kellogg
- J. Calvin Lauderbach
- Loma Verde
- Los Altos
- John J. Montgomery
- Robert L. Mueller Charter
- Otay
- Palomar
- Lilian J. Rice
- Greg Rogers
- Fred H. Rohr
- Rosebank
- Silver Wing
- Valle Lindo
- Vista Square

**ADDITIONAL DATA:**

A copy of the MOU is available for review in the Office of the Executive Director of Student, Family, Community, and Instruction Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Services provided to insured students will be billed to their dental insurance company, if agreed to by parents. Donated services will be available for uninsured students. In the event additional dental care is required, students will be referred to SYHC's nearest dental facilities for follow up.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Ratify Nonpublic, Nonsectarian Individual Services Agreements with:

- (1) Aseltine School for Student No. 306969 for the Period of January 11 Through June 30, 2017; and
- (2) Oak Grove Institute for Student No. 304314 for the Period of July 1 Through November 2, 2016

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

Contracting for the provision of Special Education and/or related services for exceptional children in a California nonpublic school is made under three basic provisions of the law:

1. Eligible pupils are those for whom an Individualized Education Program (IEP) Team determines that there are no other appropriate public school programs available that meet the pupil's needs as specified by the IEP, or a student moving from another school district with an existing IEP.
2. Each placement is made through a contract between the placing local educational agency and the appropriate nonpublic school/agency.
3. The nonpublic school/agency must be certified by the California Department of Education.

The Department of Special Education and Instruction Services and Support has complied with the provisions listed above and contracted with Aseltine School for Student No. 306969 for the period of January 11 through June 30, 2017; and Oak Grove Institute for Student No. 304314 for the period of July 1 through November 2, 2016.

**ADDITIONAL DATA:**

Additional information is available for review in the Office of the Executive Director of Special Education and Instruction Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Costs for the above-mentioned students to attend nonpublic schools are provided below.

School	Student ID Number	Number of Days	Daily Rate	Comments
Aseltine School	306969	102	\$194.28	SCIA at \$18 per hour
Oak Grove	304314	55	\$147.21	SCIA for 35 days at \$11 per hour; Room and Board at \$9,182/month

Special Education Funding (Assembly Bill 602)	\$ 7,830.28
Special Education Average Daily Attendance	
Local Control Funding Formula	16,772.00
Other General Fund Revenues	<u>50,184.89</u>
<b>Estimated Total Revenues</b>	<b>\$74,787.17</b>

**Summary:**

Total cost for two students attending the nonpublic schools listed is:

Aseltine School	\$32,668.56
Oak Grove Institute	<u>42,118.61</u>
<b>Estimated Total Expenditures</b>	<b>\$74,787.17</b>

**STAFF RECOMMENDATION:**

Recommend ratification.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

Accept Report on Final Cost Information for Proposition E, Series C, General Obligation Bonds

    X     Action

                     Information

**BACKGROUND INFORMATION:**

In November 2012, local voters in School Facilities Improvement District (SFID) No. 1 approved Proposition E, a \$90,000,000 general obligation bond (Proposition E Bonds) that proposed to provide funds to renovate and modernize facilities and improve technology at 31 of the Chula Vista Elementary School District's (CVESD's) oldest schools, which are located mostly in the western portion of CVESD in SFID No. 1.

On May 22, 2013, the Board adopted Resolution 2012-13.128 authorizing the issuance of \$31,000,000 in Series A Proposition E Bonds. In September 2014, the Board adopted Resolution No. 2014-15.25 authorizing the issuance of Series B Proposition E Bonds in an amount not to exceed \$14,000,000.

On November 16, 2016, the Board adopted Resolution No. 2016-17.64 authorizing the issuance of the third and final series of Proposition E Bonds in an amount not to exceed \$45,000,000 (Series C Bonds). The Series C bonds were sold on a competitive basis and will be paid using the current interest method over a 25-year term. Nine very competitive bids were received with the selection of the lowest true interest cost bid of 3.766 percent. The District closed the sale of the Series C Bonds on January 24, 2017.

**ADDITIONAL DATA:**

Education Code Section 15146(c)(1) requires that final cost information for a bond issue be presented to the Board at a public meeting.



**FISCAL IMPACT/FUNDING SOURCE:**

After the \$185,000 costs of issuance, \$44,815,000 in Series C Bond proceeds were deposited into a General Obligation Bond Building Fund held by the San Diego County Treasurer for school modernization projects. No money will be used for administrator or teacher salaries or other school operating expenses.

**STAFF RECOMMENDATION:**

Accept report.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Approve Wilkinson Hadley King & Co. LLP as Auditor for Fiscal Year 2016-17 for the District Financial and Compliance Audit and the Proposition E General Obligation Bond Program Financial and Performance Audit Required Under Proposition 39

    X     Action

                     Information

**BACKGROUND INFORMATION:**

In January 2013, in order to guarantee the most cost-effective services to the District, staff distributed Requests for Proposals to six local auditors approved by the state to perform financial and compliance audits. Based on selection criteria including experience and cost of services, the Board approved Wilkinson Hadley King & Co. LLP (WHK) as the District auditor for fiscal year 2012-13 with the option to retain services for subsequent fiscal years. Because of WHK's experience and cost of services, the staff recommends that the District continue to retain WHK for audit services in 2016-17.

On March 11, 2015, the Board also approved WHK to provide financial and performance audit services required under Proposition 39 for the District's Proposition E General Obligation Bond Program. Proposition E, a \$90 million general obligation bond that will provide funds to renovate and modernize facilities and improve technology at the District's oldest schools, was approved by local voters in November 2012.

For many years, WHK has performed the District financial and compliance audit. WHK's familiarity with the District's organizational structure coupled with their years of experience with school district audits have enabled them to gather data with a minimum of District staff assistance. In addition, their understanding of District operations allows them to make practical recommendations that are consistent with current procedures.

**ADDITIONAL DATA:**

Even though this recommendation is for the continued use of services by WHK, the District will remain in compliance with Education Code Section 41020(f)(2), which requires the rotation of lead and review auditors every six years.

**FISCAL IMPACT/FUNDING SOURCE:**

WHK's proposed fees are as follows.

<b>2016-17 Audit Description</b>	<b>Proposed Fee</b>
District Financial and Compliance Audit	\$16,900
Proposition E General Obligation Bond Program Financial and Performance Audit Required Under Proposition 39	3,500
<b>Total</b>	<b>\$20,400</b>

There are no increases in fees from 2015-16.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

Approve Award of Bid No. 16/17-5 to Gem Industrial Electric, Inc., for Site Work and Preparation for One 48' x 40' Relocatable Building for Discovery Charter School in the Amount of \$147,866, for the Period March 18, 2017, Through Completion of the Project

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

Bid No. 16/17-5 was prepared at the request of Discovery Charter School for site preparation and utilities for a new building to support its science program. The addition of a 48' x 40' relocatable building will provide additional classroom and workspace.

The bid package was advertised on January 6 and 13, 2017, in The Star News. A total of 10 bid documents were requested by prospective bidders. Four contractors attended the pre-bid site walk on January 19, 2017, and four contractors submitted bids at the opening held February 16, 2017.

The lowest responsive, responsible bidder meeting all requirements is Gem Industrial Electric, Inc. Results of the bid are provided in the following chart.

<b>Name of Contractor</b>	<b>Bid Amount</b>
<b>Gem Industrial Electric, Inc.</b>	<b>\$147,866</b>
AP General Corporation	\$224,000
Nuera Contracting LP	\$230,000
M.A. Stevens Construction, Inc.	\$259,000

**ADDITIONAL DATA:**

Copies of bid documents are available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Funding for this project will be paid by Discovery Charter School funds.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

Approve Renewal of Request for Proposal No. 13/14-8 for Lync 2013 Enterprise Voice and Unified Communications Expansion Contract with Logicalis for the Period of April 16, 2017, Through April 15, 2018

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

On April 9, 2014, after going through a Request for Proposal (RFP) process, the Chula Vista Elementary School District (District) Board of Education awarded the Lync 2013 enterprise voice and unified communications services contract to The Via Group in order to replace the Nippon Electric Co. (NEC) telephone systems currently in service throughout the District. In March 2016, a merger took place between The Via Group and Logicalis wherein Logicalis assumed the District's RFP No. 13/14-8. The Via Group is now operating as Logicalis, therefore the contract renewal will be with Logicalis.

The District's current NEC Phone system was first implemented in 1997. The system has become obsolete and has reached its end of life. As District sites are being modernized, the District is upgrading the phone systems to Lync 2013. Lync 2013 is Microsoft's server platform for unified communications to provide improved voice communications, real-time presence, instant messaging, video conferencing, and integrates with Exchange email. The VIA Group was selected through the RFP process, and selection was based on the vendor's overall program concept, cost, experience, qualifications, methodology, financial condition, staff credentials, references, and understanding of District needs.

The District currently has sixteen (16) sites which have transitioned to the new Lync 2013 system, and a seventeenth site will transition over the 2017 Spring Break.

The initial contract provided new Lync 2013 systems during new school construction at Enrique S. Camarena Elementary; at Castle Park, Lilian J. Rice, and Rosebank Elementary Schools as part of the summer 2014 modernization projects; Wolf Canyon Elementary and the Maxwell Transportation Yard in 2014; and Ella B. Allen, Hilltop Drive, and Vista Square Elementary Schools during the



summer 2015 modernization projects. A new Lync 2013 system was also installed for the Chula Vista Learning Community Charter High School in 2015.

During the 2016-17 fiscal year, new Lync 2013 systems were installed at Joseph Casillas, Anne and William Hedenkamp, Heritage, Thurgood Marshall, Corky McMillin, and Salt Creek Elementary Schools. Liberty Elementary will transition to the new Lync 2013 system during the 2017 Spring Break.

The District plans to replace the NEC telephone systems at 7 schools during the renewal term: 4 sites during Summer Break 2017; 1 site during Fall Break 2017; 1 site during Winter Break 2017; and 1 site during Spring Break 2018. The Lync 2013 system may also be utilized for additional sites as the needs arise.

This is the third renewal allowed under the contract. The remaining 25 sites are planned for phone system replacement by the 2020-21 school year.

**ADDITIONAL DATA:**

Copies of RFP documents are available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Logicalis will not impose any increases for the 2017-18 term.

Cost for the new equipment and services for the sites identified for replacement will be \$158,385.50, and will be paid from Capital funds.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Adopt Resolution Authorizing Utilization of the San Diego Unified School District Contract No. SV-15-0028-13 for Education Classroom, Miscellaneous Support Furniture, and Related Products and Services for the Period of March 9 Through December 31, 2017

    X     Action

                     Information

**BACKGROUND INFORMATION:**

On October 14, 2014, the San Diego Unified School District (SDUSD) Board of Education awarded Contract No. SV-15-0028-13 to Virco, Inc. (Contract). The Chula Vista Elementary School District (District) is eligible to use the Contract per Public Contract Code Section 20118.

SDUSD evaluated the proposals based on the following factors: compliance of request for proposal requirements; product and service offering; qualifications; expertise and experience with similar projects, as well as staffing plan, and pricing. SDUSD issued this contract on behalf of itself and other governmental agencies, including the U.S. Communities Government Purchasing Alliance, of which the District is also a member.

Utilization of the Contract will allow the District to purchase furniture and related equipment manufactured by Virco, Inc. and its vendor partners, as needed, per the terms and conditions awarded by SDUSD. This Contract provides the District with additional furniture and equipment-related options for classroom furniture, science and art equipment and library furniture.

The initial contract term expires, on December 31, 2017, and has renewal options available if mutually agreed upon between SDUSD and Virco, Inc.

**ADDITIONAL DATA:**

Copies of the bid documents are available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

The Contract will be utilized to furnish portions of Saburo Muraoka Elementary, and other sites throughout the District as needed. Funding will be determined at the time of purchase.

**STAFF RECOMMENDATION:**

Recommend adoption.



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

Approve Finding as Required by Education Code Section 15425 that the Rate of Ad Valorem Taxes Levied Annually Upon Property Within School Facilities Improvement District No. 1 Does Not Exceed the Rate of Annual Special Taxes Levied Upon Parcels in Communities Facilities Districts Nos. 1-6 and 10-17 of the Chula Vista Elementary School District

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

In Spring 2012, the Board initiated proceedings to form School Facilities Improvement District (SFID) No. 1 of the Chula Vista Elementary School District (CVESD). The SFID was formed in order to provide a general obligation bond authorization to finance school facilities projects in CVESD areas outside the existing Community Facilities District (CFDs) as well as the master-planned community of Rolling Hills Ranch.

Pursuant to the provisions of Education Code Section (ECS) 15340 et seq., Proposition 39, and related state law, a bond election was called requesting approval of Proposition E, a \$90 million general obligation bond that would provide funds to renovate and modernize facilities and improve technology at 31 of CVESD's oldest schools. The election was held on November 6, 2012, and Proposition E passed with a 68.82 percent approval of voters in SFID No. 1.

One of the conditions relative to issuing general obligation bonds secured by taxes from an SFID is that the Governing Board of the school district is required to make a finding pursuant to ECS 15425. In enacting the law that allows the formation of an SFID and the issuance of corresponding general obligation bonds, the State Legislature intended that the rate of ad valorem taxes to be levied annually upon property in an SFID does not exceed the rate of annual special taxes levied upon parcels in the school district's CFDs.

Special District Financing & Administration (SDFA) calculated the average fiscal year 2016-17 assessed value for dwelling units located within CFDs and assumed that this average value would approximate the median-priced "for sale" residential dwelling unit within SFID No. 1. SDFA's calculations for annual special taxes in CVESD's CFDs are provided in the following chart.

CFDs	Fiscal Year 2016-17 Weighted Average Annual Special Tax Rate
CFD No. 1 (EastLake)*	\$287.41
CFDs No. 2-6 and 10-17	\$563.40

\*CFD No. 1 has the lowest average annual special tax rate of CVESD's CFDs.

The estimated ad valorem tax rate within SFID No. 1 needed to make interest and principal payments on the Series A, Series B, and Series C bonds is projected to be approximately \$29 per \$100,000 of assessed valuation per year.

Based upon the assumptions and comparisons above, the ad valorem tax rate for residential dwelling units within SFID No. 1 to pay debt service on the Series A, Series B, and Series C bonds will be lower than the rate of the annual special tax levied on residential dwelling units within any of the current CFDs. Correspondingly, the finding required by ECS 15425 for purposes of issuing the Series A, Series B, and Series C bonds under Proposition E has been satisfied.

**ADDITIONAL DATA:**

Additional information is available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Proceeds from the sale of bonds authorized by Proposition E will be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities. Proceeds of the bonds are deposited into a General Obligation Bond Building Fund held by the San Diego County Treasurer. No money will be used for administrator or teacher salaries or other school operating expenses.

**STAFF RECOMMENDATION:**

Recommend approval.



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Approve Overnight Study Trips for Fourth Grade Students from Liberty Elementary School to the Star of India on March 10-11 and April 14-15, 2017

  X   **Action**

                   **Information**

**BACKGROUND INFORMATION:**

Fourth grade students from Liberty Elementary School request Board approval for overnight study trips to the Star of India on March 10-11 and April 14-15, 2017. The trips match the history/social studies curriculum for fourth grade. The program will provide information and hands-on experience related to exploration, colonization, and immigration/emigration.

Fifty-seven students will participate on March 10-11, and 63 students will participate on April 14-15, 2017. Two teachers and ten parents will accompany the students on each study trip.

**ADDITIONAL DATA:**

None.

**FISCAL IMPACT/FUNDING SOURCE:**

The cost of the study trip is \$74 per student. This includes lodging, meals, and admission to the Star of India. Students have had opportunities to earn monies for their trips by participating in fundraisers. Financial arrangements are available for children in need of financial assistance. No child will be excluded on the basis of ability to pay.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Accept Donations

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

1. In October 2016, Mr. Andrew Dewar donated Lego® Robotics kits, numerous Lego® building bricks and travel cases valued at \$4,440, and various technology equipment (including two servers, a laptop, and Ethernet switches) to the Innovation Station valued at \$1,560, for a total donation value of \$6,000.
2. In January 2017, former Fred H. Rohr Elementary Principal, Ms. Rosalba Ponce, who currently serves as docent at Copley Symphony Hall, donated funds in the amount of \$547.10 to secure two District buses. The buses transported Rohr Elementary students in Grades 3-6 to the Copley Symphony Hall to attend a San Diego Youth Symphony concert.

**ADDITIONAL DATA:**

District staff will write letters of appreciation for the above donations.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

Recommend acceptance.



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Approve and/or Ratify Inservice/Travel Requests

    X     Action

                     Information

**BACKGROUND INFORMATION:**

See attached listing.

**ADDITIONAL DATA:**

Inservice/travel requests are available for review in the Office of the Assistant Superintendent for Business Services and Support in accordance with Board Policies 4133, 4233, and 4333.

**FISCAL IMPACT/FUNDING SOURCE:**

See attached listing.

**STAFF RECOMMENDATION:**

Recommend approval and/or ratification.

DISTRICT  
INSERVICE/TRAVEL REQUESTS  
March 8, 2017

Individual	Event	Destination	From	To	Est'd Cost	Funding	CVESD Location
Lozano, V	2017 Calif Spch-Lang-Hearing Assoc Convention	Pasadena	03/16/17	03/17/17	\$552	LCAP	Allen
Esquivel, O	SSC May Revision Workshop	Escondido	05/17/17	05/17/17	\$195	District Admin	Business Services
Hernandez, J	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$972	Title I	Business Services
Mages, C	SSC May Revision Workshop	Escondido	05/17/17	05/17/17	\$195	District Admin	Business Services
Scholl, C	FEMA Hazus-MH for Flood Course	Emsburg, MD	06/11/17	06/16/17	*\$125	District Admin	Business Services
Thiel, J	SSC May Revision Workshop	Escondido	05/17/17	05/17/17	\$195	District Admin	Business Services
Villanueva, T	SSC May Revision Workshop	Escondido	05/17/17	05/17/17	\$195	District Admin	Business Services
Yvellez, M	SSC May Revision Workshop	Escondido	05/17/17	05/17/17	\$195	District Admin	Business Services
Zeitler, P	SSC May Revision Workshop	Escondido	05/17/17	05/17/17	\$195	District Admin	Business Services
Lazo, A	2017 Calif Assoc for Hlth, Phys Ed...State Conf	San Diego	02/23/17	02/25/17	\$920	Kaiser Grant	Castle Park
Rodriguez, L	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,308	Title I	Castle Park
Velazco, E	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,338	Title I	Castle Park
Arizpe, V	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$370	Title I	Chula Vista Hills
DePerro, A	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$165	Title I	Chula Vista Hills
Ortiz, R	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$165	Title I	Chula Vista Hills
Piper, J	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$370	Title I	Chula Vista Hills
Ruth, J	Deeper Learning 2017	San Diego	03/29/17	03/31/17	\$600	Title I	Chula Vista Hills
Ruth, J	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$165	Title I	Chula Vista Hills
Seiter, D	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,440	Ed Tech	Chula Vista Hills
Braitto, V	Mkng the Prmry Years Prog Happen in the Clsm	San Francisco	06/09/17	06/12/17	\$1,039	Title I	Cook
Cassidy, S	Mkng the Prmry Years Prog Happen in the Clsm	San Francisco	06/09/17	06/12/17	\$1,039	Title I	Cook
Walker, H	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,684	Ed Tech	Feaster Charter
Camarena, M	School Library Leadership Conference	San Diego	03/23/17	03/23/17	\$75	Site Control	Hedenkamp
Gorham, D	2017 Calif Assoc for Hlth, Phys Ed...State Conf	San Diego	02/23/17	02/25/17	\$920	Kaiser Grant	Hilltop Drive
Gorham, D	Elementary Exemplary Phys Ed Site Visitation	San Diego	03/08/17	03/08/17	\$208	Kaiser Grant	Hilltop Drive
Carlton, A	2017 Public Agency Risk Mgmt Assoc Conf	Anaheim	02/12/17	02/15/17	\$1,043	District Admin	Human Resources
Hunt, W	2017 Public Agency Risk Mgmt Assoc Conf	Anaheim	02/12/17	02/15/17	\$1,466	District Admin	Human Resources
Snyder, I	2017 Public Agency Risk Mgmt Assoc Conf	Anaheim	02/12/17	02/15/17	\$1,321	District Admin	Human Resources
Areola, C	2017 Leadership Development Summit Program	Rcho Brnardo	03/03/17	03/04/17	\$225	Educator Effct	Instructional Services
Bailey, I	Communication Severity Scales <sup>®</sup> Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services

\*Travel and lodging expenses paid by sponsoring organization.

NOTE: Actual Inservice/Travel costs may vary from estimated costs shown above.

DISTRICT  
INSERVICE/TRAVEL REQUESTS  
March 8, 2017

Individual	Event	Destination	From	To	Est'd Cost	Funding	CVESD Location
Barber, A	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Chacon, C	Getting to Know...Eng Lang Profcncy Assmnts	San Marcos	06/08/17	06/08/17	\$80	ELPAC	Instructional Services
Davila, N	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Fint, J	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Gulley, D	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Lincoln, A	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,440	Ed Tech	Instructional Services
Lozano, V	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Martinez, G	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
McKissick, G	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Pimentel, P	Getting to Know...Eng Lang Profcncy Assmnts	San Marcos	06/08/17	06/08/17	\$80	ELPAC	Instructional Services
Rojas, N	Getting to Know...Eng Lang Profcncy Assmnts	San Marcos	06/08/17	06/08/17	\$80	ELPAC	Instructional Services
Sanchez, E	Getting to Know...Eng Lang Profcncy Assmnts	San Marcos	06/08/17	06/08/17	\$80	ELPAC	Instructional Services
Valdivieso, C	Communication Severity Scales® Workshop	National City	04/07/17	04/07/17	\$45	Sp Ed Spch	Instructional Services
Blasing, Y	Calif Assoc for the Gifted Conf Parent's Day	San Diego	03/05/17	03/05/17	\$50	LCAP	Liberty
Cox, E	Calif Assoc for the Gifted Conf Parent's Day	San Diego	03/05/17	03/05/17	\$50	LCAP	Liberty
Crellin, S	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Grisier, C	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$420	LCAP	Liberty
Loera, L	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Lopez, N	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Lovett, B	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Penalosa, T	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Rayray, F	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Rivero, M	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Ruperto, J	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Whitaker, M	California Association for the Gifted Conference	San Diego	03/03/17	03/05/17	\$320	LCAP	Liberty
Hernandez, C	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$287	LCFF/LEP	McMillin
Morello, J	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$165	LCFF/LEP	McMillin
Orr, C	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$165	LCFF/LEP	McMillin
Pembleton, S	Adapting Reading Units of Study	San Diego	04/25/17	04/25/17	\$287	LCFF/LEP	McMillin
Solis, F	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,440	Ed Tech	Montgomery

NOTE: Actual Inservice/Travel costs may vary from estimated costs shown above.



DISTRICT  
INSERVICE/TRAVEL REQUESTS  
March 8, 2017

Individual	Event	Destination	From	To	Est'd Cost	Funding	CVESD Location
Carroll, J	Learning and the Brain Conference	Arlington, VA	04/06/17	04/10/17	\$2,015	Title I	Otay
Demby, J	Visual Arts for My Clsrm - Dance Tchr Wrkshp	San Diego	02/14/17	02/14/17	\$150	LCAP	Otay
Demby, J	2017 Calif Assoc for Hlth, Phys Ed...State Conf	San Diego	02/23/17	02/25/17	\$920	Kaiser Grant	Otay
Garcia, M	Learning and the Brain Conference	Arlington, VA	04/06/17	04/10/17	\$2,015	Title I	Otay
Gonzalez	Learning and the Brain Conference	Arlington, VA	04/06/17	04/10/17	\$1,649	Title I	Otay
Arabia, M	4 <sup>th</sup> Annual Time to THRIVE Conference	Wshngtn, DC	04/28/17	04/30/17	\$769	Title I	Palomar
Bueno, S	4 <sup>th</sup> Annual Time to THRIVE Conference	Wshngtn, DC	04/28/17	04/30/17	\$769	Title I	Palomar
Helms, J	4 <sup>th</sup> Annual Time to THRIVE Conference	Wshngtn, DC	04/28/17	04/30/17	\$680	CalWell Grant	Palomar
Johnson, N	4 <sup>th</sup> Annual Time to THRIVE Conference	Wshngtn, DC	04/28/17	04/30/17	\$769	Title I	Palomar
Munoz, D	4 <sup>th</sup> Annual Time to THRIVE Conference	Wshngtn, DC	04/28/17	04/30/17	\$951	CalWell Grant	Palomar
Robertson, S	4 <sup>th</sup> Annual Time to THRIVE Conference	Wshngtn, DC	04/28/17	04/30/17	\$769	Title I	Palomar
Shy, M	Presenter at Charlotte-Mecklenburg Schools	Charlotte, NC	02/28/17	03/02/17	*\$0	None	Parkview
Garcia, C	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,684	Ed Tech	Rice
Ito, A	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
Jones, T	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
Juaton, M	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
Lucero, C	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
Martin, K	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
Padilla, T	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
Stoneburg, M	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Rohr
McGrath, A	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	Title I	Silver Wing
Skyrud, S	2017 Calif Assoc for Hlth, Phys Ed...State Conf	San Diego	02/23/17	02/25/17	\$920	Kaiser Grant	Silver Wing
Escobedo, F	CAASA 2017 Conference	San Diego	03/08/17	03/10/17	\$200	District Admin	Superintendent
Escobedo, F	Annual Biliteracy Symposium	La Jolla	05/11/17	05/11/17	\$105	District Admin	Superintendent
Bunker, L	MABPA Newly Elected Public Officials Recgnition	San Diego	02/23/17	02/23/17	\$30	District Admin	Supt and Board
Humphrey, L	MABPA Newly Elected Public Officials Recgnition	San Diego	02/23/17	02/23/17	\$30	District Admin	Supt and Board
Reyes, E	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$2,200	District Admin	Supt and Board
Tamayo, F	CoSN 2017 "Invent the Future" Conference	Chicago, IL	04/03/17	04/05/17	\$2,225	District Admin	Supt and Board
Greene, N	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,214	Ed Tech	Tiffany
Rogers, C	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,440	Ed Tech	Tiffany

\*Travel and lodging expenses paid by sponsoring organization.

NOTE: Actual Inservice/Travel costs may vary from estimated costs shown above.



DISTRICT  
INSERVICE/TRAVEL REQUESTS  
March 8, 2017

Individual	Event	Destination	From	To	Est'd Cost	Funding	CVESD Location
Beltran, R	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	LCAP	Veterans
Gutierrez, A	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	LCAP	Veterans
Kang, S	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	LCAP	Veterans
Ramirez, B	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	LCAP	Veterans
Villanueva, F	UCSD "Why Students Write" Spring Conf 2017	La Jolla	03/11/17	03/11/17	\$30	LCAP	Veterans
Allan, M	Lifting Student Learning 3-Day Institute	San Diego	03/14/17	04/20/17	\$275	LCFF	Vista Square
Ancheta, M	Lifting Student Learning 3-Day Institute	San Diego	03/14/17	04/20/17	\$275	LCFF	Vista Square
Estrada, C	Lifting Student Learning 3-Day Institute	San Diego	03/14/17	04/20/17	\$275	LCFF	Vista Square
Gil, P	Lifting Student Learning 3-Day Institute	San Diego	03/14/17	04/20/17	\$275	LCFF	Vista Square
Orpilla, H	Lifting Student Learning 3-Day Institute	San Diego	03/14/17	04/20/17	\$275	LCFF	Vista Square
Wong-Kim, J	Lifting Student Learning 3-Day Institute	San Diego	03/14/17	04/20/17	\$275	LCFF	Vista Square
Lines, L	2017 Leadership Development Summit Program	Rcho Brnardo	03/03/17	03/04/17	\$225	Educator Effct	Wolf Canyon
Longo, G	2017 Computer Using Educators National Conf	Palm Springs	03/15/17	03/18/17	\$1,684	Ed Tech	Wolf Canyon
Various Participants	24 <sup>th</sup> Annual Adelante Mujer South Bay Conf 2017	Chula Vista	03/04/17	03/04/17	**\$15	Title III	Various Locations

\*\*Cost per participant. Funds may vary by site for this event.

NOTE: Actual Inservice/Travel costs may vary from estimated costs shown above.



CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources  
Services and Support

**ITEM TITLE:**

- (1) Conduct Public Hearing on Discontinuance of Certain Permit Teacher Service for the 2017-18 School Year; and
- (2) Adopt Resolution on Discontinuance

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

Because of lack of funds and/or lack of work, certain permit teacher services will be discontinued as set forth in the attached Exhibit "A." The discontinuance shall be effective June 30, 2017.

**ADDITIONAL DATA:**

Additional information is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Reduction in staffing is the result of the need for elimination of specific program services and elimination of funding.

**STAFF RECOMMENDATION:**

Recommend conduct public hearing and adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. \_\_\_\_\_

Resolution on Discontinuance of  
Certain Permit Teacher Service )  
For the 2017-18 School Year )

On motion of Member \_\_\_\_\_, seconded by Member  
\_\_\_\_\_, the following resolution is adopted:

WHEREAS, pursuant to Education Code section 8366, due to the lack of work and/or lack of funds, the Board of Education of the Chula Vista Elementary School District hereby finds that it is in the best interest of the District that as of June 30, 2017, certain permit teacher service now being provided by the District be discontinued as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that on June 30, 2017, the equivalent of .5 full-time equivalent (FTE) permit teacher positions of the District will be eliminated as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Superintendent of the District is authorized and directed to give notice of termination of employment to the affected permit teacher employees, pursuant to District rules and regulations as well as the applicable provisions of the Education Code of the State of California, not later than sixty (60) days prior to the effective date of layoff as set forth above.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8<sup>th</sup> day of March 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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**EXHIBIT "A"**  
**Elimination of Position**

<b>JOB CLASSIFICATION</b>	<b>POSITION</b>
Permit Teacher	.5

The position named above are full-time equivalents (FTEs), and will be discontinued effective June 30, 2017.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources  
Services and Support

**ITEM TITLE:**

- (1) Conduct Public Hearing on Discontinuance of Certain Classified Services for the 2017-18 School Year; and
- (2) Adopt Resolution on Discontinuance

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

Because of lack of funds and/or lack of work, certain services now being provided by the District through classified employees will be discontinued as set forth in the attached Exhibit "A." The discontinuance shall be effective June 30, 2017.

**ADDITIONAL DATA:**

Additional information is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Reduction in classified staffing is the result of the need for elimination of specific program services and elimination of funding.

**STAFF RECOMMENDATION:**

Recommend conduct public hearing and adoption.



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. \_\_\_\_\_

Resolution on Discontinuance of )  
Certain Classified Services for )  
the 2017-18 School Year )

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, pursuant to Education Code Sections 45117 and 45308, due to the lack of work and/or lack of funds, the Board of Education of the Chula Vista Elementary School District hereby finds that it is in the best interest of the District that as of June 30, 2017, certain classified services now being provided by the District be discontinued as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that on June 30, 2017, the equivalent of 11.21 full-time equivalent (FTE) classified positions of the District will be eliminated as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Superintendent of the District is authorized and directed to give notice of termination of employment to the affected classified employees, pursuant to District rules and regulations as well as the applicable provisions of the Education Code of the State of California, not later than sixty (60) days prior to the effective date of layoff as set forth above.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8<sup>th</sup> day of March 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

-----



**EXHIBIT "A"**  
**Elimination of Positions**

JOB CLASSIFICATIONS	POSITIONS
Community Referral Clerk	.50
Computer Support Technician I	1.38
Computer Support Technician II	.85
Custodian I (180 days)	1.84
Instructional Assistant	2.53
Instructional Assistant-Computer Lab	.49
Instructional Assistant-ELL	.38
Library Media Technician	.38
Instructional Assistant-Behavioral Specialist	1.38
School Attendance Secretary/Health Specialist	1.50
TOTAL	11.21

The positions named above are full-time equivalents (FTEs), and will be discontinued effective June 30, 2017.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources  
Services and Support

**ITEM TITLE:**

- (1) Conduct Public Hearing Regarding Short-Term Classified Employee to Perform Specified Service for the Period of March 9 Through April 21, 2017; and
- (2) Adopt Resolution Regarding Short-Term Classified Employee

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

Education Code Section 45103, subdivision (d)(2), authorizes the District to employ short-term classified employees to provide service to the District that, upon the completion of that service or similar service, will not be extended or needed on a continuing basis. Prior to employing a short-term classified employee, the Board of Education, at a regularly scheduled meeting, must specify the service to be performed by the employee and certify the ending date of that service. The ending date may be shortened or extended by the Board but shall not exceed 75 percent (195 working days) of the school year.

The District has a need for one short-term classified employees to provide support to Payroll in the form of clerical support and the completion of specialized tasks during a payroll audit necessitated to pay retroactive salaries to all bargaining units. The short-term classified employee is needed for eight hours per day, five days per week, starting on March 9 and ending on April 21, 2017. This service or similar service will not be extended or needed on a continuing basis.

**ADDITIONAL DATA:**

Additional information is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

The amount not to exceed \$6,000 will be paid from the General Fund.

**STAFF RECOMMENDATION:**

Recommend conduct public hearing and adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. \_\_\_\_\_

Resolution Regarding Short-Term Classified )  
Employee to Perform Specified Service for )  
the Period of March 9 Through April 21, 2017)

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, pursuant to Education Code Section 45103, the Board of Education of the Chula Vista Elementary School District may employ short-term classified employees to provide service to the District that, upon the completion of that service or similar service, will not be extended or needed on a continuing basis. Prior to employing a short-term classified employee, the Board, at a regularly scheduled meeting, must specify the service to be performed by the employee and certify the ending date of that service. The ending date may be shortened or extended by the Board, but shall not exceed 75 percent (195 working days) of the school year; and

WHEREAS, the District has a need for one short-term classified employee to provide support to Payroll in the form of clerical support and the completion of specialized tasks during a payroll audit necessitated to pay retroactive salaries to all bargaining units on April 28, 2017. The short-term classified employee is needed for eight hours per day, five days per week, starting on March 9 and ending on April 21, 2017. This service or similar service will not be extended or needed on a continuing basis.

NOW, THEREFORE, BE IT RESOLVED that one short-term classified employee shall be employed to provide the above-noted support during the payroll audit necessitated to pay retroactive payments to all bargaining units.

BE IT FURTHER RESOLVED and certified that the short-term classified employee shall be employed for eight hours per day, five days per week, starting on March 9 and ending on April 21, 2017.

BE IT FURTHER RESOLVED that the Board hereby authorizes the Superintendent or designee to take such action necessary to implement this resolution.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8<sup>th</sup> day of March 2017, by the following vote:



CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

Adopt Benchmark Education as the District's English-Language Arts and English Language Development Curriculum Materials

    X     **Action**

           **Information**

**BACKGROUND INFORMATION:**

In August 2016, the District began a process to analyze and evaluate English-Language Arts and English Language Development (ELA/ELD) materials for adoption. An ELA/ELD textbook adoption committee that comprised central office leaders, principals, and teachers previewed materials approved by the California State Board of Education (SBE). The committee identified two of four SBE approved publishers to be considered. The District worked collaboratively with Chula Vista Educators to design a thorough adoption process that would afford teachers and District leaders the opportunity to develop a deep understanding about what each publisher had to offer and allow teachers and site leaders to vote on the program they would prefer to use in the classroom.

**ADDITIONAL DATA:**

During the period of August 15 through October 7, 2016, teachers piloted Benchmark Education materials. Following the pilot period, teachers and school leaders came together in a workshop to share their experiences working with the materials. Information from this workshop was shared with teachers and leaders across the District.

During the period of October 24 through December 9, 2016, teachers engaged in a second pilot period with McGraw Hill materials followed by a workshop to share their experiences.

Throughout the process, textbook adoption materials were reviewed by parents, school leaders, and teachers at individual school sites. Resource Teachers assisted schools to analyze materials through the use of protocols to unpack the materials and utilizing a set of key questions aligned to quality indicators in order to have rich conversation about which materials would best support teaching and



learning in District schools. Criteria used to analyze the materials included the following:

- Alignment with Standards
- Assessment
- Instructional Planning and Support
- Program Organization
- Technology
- Universal Access

The voting process took place from February 13-16, 2017. There were 1,174 eligible voters, which included K-6 classroom teachers, Resource Specialist Program teachers, Special Day Class teachers (Mild-Moderate and Moderate-Severe), Resource Teachers, Principals, and Associate Principals, of which 942 (80%) voted over the four-day period. The results are as follows:

Benchmark Education	778 votes (83%)
McGraw Hill	164 votes (17%)

Tonight, District staff will present an overview of the ELA/ELD textbook adoption process.

Additional information is available for review in the Office of the Executive Director of Curriculum and Instruction Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Sources for the purchase of ELA/ELD materials are the General Fund and Restricted Lottery funds. The approximate cost for this adoption is \$6.0 million.

**STAFF RECOMMENDATION:**

Recommend adoption and purchase of Benchmark Education ELA/ELD materials for Kindergarten through Grade Six.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Approve School Facilities Mitigation Agreement with HomeFed Village III Master, LLC, and Related Entities, Applicable to Certain Property Within The Otay Ranch Village 3 Development

    X     **Action**

                     **Information**

**BACKGROUND INFORMATION:**

HomeFed Village III Master, LLC, ("HomeFed") has requested that the Chula Vista Elementary School District ("District") form Community Facilities District No. 20 of the Chula Vista Elementary School District ("CFD No. 20") to include certain real property located within Village 3 of Otay Ranch. CFD No. 20 would be formed pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act"). The real property within proposed CFD No. 20 is presently all owned by HomeFed or related entities. The proposed School Facilities Mitigation Agreement ("Mitigation Agreement") will also address the mitigation payments for certain commercial and apartment property that will not be included within CFD No. 20. This additional property covered by the Mitigation Agreement is also presently all owned by HomeFed or related entities.

Prior to moving forward with the formation of CFD No. 20, the District is requesting approval of the Mitigation Agreement with HomeFed and related entities to document the understanding of the parties with respect to the formation of CFD No. 20, receipt of special taxes attributable to residential construction as mitigation for impacts on the District's school facilities, and receipt of certain payments as mitigation for impact on the District's school facilities from commercial and certain residential construction.

**ADDITIONAL DATA:**

A copy of the Mitigation Agreement has been provided to the Board of Education for review. The Mitigation Agreement and additional information are available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

HomeFed is advancing the costs of forming proposed CFD No. 20, subject to reimbursement from the bonds of CFD No. 20. CFD No. 20 will provide additional funds to mitigate the impact on District school facilities arising from the development of property within CFD No. 20. HomeFed and the related entities will also make mitigation payments as to the development of commercial and apartment property that will not be included within CFD No. 20 in accordance with the provisions of the School Facilities Mitigation Agreement.

**STAFF RECOMMENDATION:**

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

Adopt Resolution to Approve Real Property Acquisition by the Chula Vista Elementary School District from HomeFed Village III Master, LLC, for School Site No. 47 and to Authorize Related Actions

    X     Action

                     Information

**BACKGROUND INFORMATION:**

Residential development continues at a very fast pace in the Otay Ranch Village 3 development area. HomeFed Village III Master, LLC, (Developer) and the Chula Vista Elementary School District (District) have agreed on the location and approximate size of a site for construction of new School Site No. 47 (School No. 47), and have negotiated a purchase agreement setting forth the terms and conditions for the District's purchase of the site (Purchase Agreement).

The site consists of approximately 8.3 acres, and the purchase by the District is contingent on the District obtaining all requisite approvals, including site approval from the California Department of Education, and completion of California Environmental Quality Act (CEQA) proceedings. The Purchase Agreement requires that the Developer deliver the site to the District in a construction-ready condition, which includes, among other things, grading to within certain tolerances, stubbing of utilities to the property line, and completion of driveways onto the school site on not less than two sides of the property.

Approval of the Resolution will approve the Purchase Agreement and authorize the Superintendent, the Assistant Superintendent of Business Services and Support, or their designee, to execute the Purchase Agreement and take other actions necessary to complete acquisition of the site.

**ADDITIONAL DATA:**

A copy of the Purchase Agreement has been provided to the Board of Education for review. The Purchase Agreement and additional information are available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

The Purchase Agreement provides that the District shall pay a purchase price in an amount equal to the lesser of: (i) the fair market value of the School Site, as determined by an appraisal conducted on behalf of the District in accordance with the State Allocation Board ("SAB") regulations and in accordance with the terms of the Purchase Agreement; or (ii) \$8,760,000. The funding source will be from Community Facilities District funds or state New School Construction Funding.

**STAFF RECOMMENDATION:**

Recommend adoption.

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

Resolution to Approve Real Property )  
Acquisition by the Chula Vista )  
Elementary School District from )  
HomeFed Village III Master, LLC, )  
for School Site No. 47 and to )  
Authorize Related Actions )

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the Chula Vista Elementary School District (“District”) is a public school district organized and existing pursuant to California law; and

WHEREAS, the District desires to acquire property located within Village 3 of the Otay Ranch development in the City of Chula Vista, County of San Diego, State of California, also identified as County of San Diego Assessor Parcel Number 644-388-7400 (“Property”) for use as a future elementary school site; and

WHEREAS, District staff and the owner of the Property (“Owner”) have negotiated the terms and conditions for acquisition of the Property by the District, which terms and conditions are set forth in the “Purchase Agreement and Escrow Instructions for Village 3 Elementary School Site” attached as Exhibit “A” to this Resolution (“Purchase Agreement”); and

WHEREAS, the District desires that the Board of Education of the Chula Vista Elementary School District (“Board”) acquire the Property for the purposes described above in this Resolution; and

WHEREAS, Section 27281 of the Government Code provides that instruments conveying any interest in real estate to a governmental agency for public purposes shall not be accepted for recording without the consent of the governmental agency, as evidenced by a certificate or resolution of acceptance attached to or printed on the instrument; and

WHEREAS, pursuant to Section 27281 of the Government Code, the Board may adopt a resolution authorizing one or more of the District’s officers or agents to accept and consent to the recording of deeds and other granting instruments; and

WHEREAS, the District desires that the Board authorize the District’s Assistant Superintendent for Business Services and Support and/or his designee: (i) to accept, on behalf of the Board, the interests in the Property to be conveyed

to the Board; (ii) to consent to the recording of a grant deed and/or other instruments providing for conveyance of the Property to the Board; (iii) to take any and all such actions, and execute any and all other documents, as necessary or convenient for purposes of completing the acquisition of the Property by the Board; and (iv) to cause to be disbursed all funds necessary to complete the acquisition of the Property by the Board consistent with the Purchase Agreement and all other approvals and directions of the Board related thereto.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED as follows:

Section 1. The foregoing Recitals are true and correct and are hereby incorporated into this Resolution.

Section 2. The Board hereby approves the Purchase Agreement and the acquisition of the Property on the terms and conditions set forth in the Purchase Agreement, provided that the Purchase Agreement may be modified to accommodate non-substantive corrections and/or revisions approved by the Assistant Superintendent for Business Services and Support and legal counsel to the District.

Section 3. The Board hereby authorizes the Assistant Superintendent for Business Services and Support and/or his designee: (i) to accept, on behalf of the Board, the interests in the Property to be conveyed to the Board; (ii) to consent to the recording of one or more deeds and/or other instruments providing for conveyance of the Property to the Board; (iii) to take any and all such actions, and execute any and all other documents, as necessary or convenient for purposes of completing the acquisition of the Property by the Board; and (iv) to cause to be disbursed all funds necessary to complete the acquisition of the Property by the Board consistent with the Purchase Agreement and all other approvals and directions of the Board related thereto.

Section 4. The acceptance and consent given pursuant to Section 3, above, shall be evidenced by the signature of the Assistant Superintendent for Business Services and Support or his designee on a "Certification of Acceptance," whether attached to or set forth on the face of the deed or other instrument conveying any portion of the Property to the Board, in substantially the following form:





## EXHIBIT "A"

### PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS FOR VILLAGE 3 ELEMENTARY SCHOOL SITE

This Purchase Agreement and Escrow Instructions for Village 3 Elementary School Site ("Agreement") is made effective as of March 8, 2017 ("Effective Date") by and between the Chula Vista Elementary School District ("District"), a public school district organized and existing pursuant to California law, and Homefed Village III Master, LLC ("Seller"), a Delaware limited liability company designated as entity number 201610210237 by the California Secretary of State. The District and Seller may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

A. Seller is the owner of approximately 8.3 gross acres of undeveloped real property located in the City of Chula Vista, County of San Diego ("County"), State of California ("State"), as more particularly described in Exhibit "A" attached hereto and depicted in Exhibit "B" attached hereto (the "Property"). The Property is located within Village 3 of the Otay Ranch development project ("Village 3").

B. Subject to the provisions herein, the District desires to acquire the Property from Seller, for use as the site for construction of an elementary school ("Village 3 School"). Subject to the provisions herein, the Seller desires to sell the Property to the District.

C. Thus, the purpose of this Agreement is to set forth the terms and conditions for such sale by the Seller and purchase by the District. The Parties acknowledge and agree that the District is entering into this Agreement subject to compliance with applicable laws relating to acquisition of a school site by a public school district, including, without limitation, compliance with the California Environmental Quality Act ("CEQA"), including, among others as may be applicable, Guidelines Section 15004(b)(2)(A).

D. As part of an integrated transaction, the Parties have negotiated the terms and conditions not only of this Agreement, but also of that certain "School Facilities Mitigation Agreement" of even date herewith ("Mitigation Agreement"). The purpose of the Mitigation Agreement is to provide for mitigation of impacts on the school facilities of the District that will result from development of certain property within Village 3 ("Development Project"). The Seller is the master developer of the Development Project, and the Seller anticipates that: (i) construction of single-family detached and single-family attached residential dwelling units will commence in 2017; and (ii) build-out of the Development Project will be complete by 2020. The Seller owns other property within the Otay Ranch development project ("Otay Ranch"), but the Mitigation Agreement does not apply to such other property. The Parties intend and agree that neither this Agreement nor the Mitigation Agreement shall have any force or effect unless both of such agreements are concurrently approved and executed by the Parties.

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

## AGREEMENT

### PART 1: PURCHASE AND SALE

**Section 1.1 Sale and Purchase.** Subject to the other provisions set forth herein, Seller shall sell the Property to the District, and the District shall purchase the Property from Seller.

**Section 1.2 Condition of Property Upon Delivery.**

**Subsection 1.2.1 Required Condition.** Upon conveyance to the District of the fee title to the Property, the Property: (i) shall be in a Construction-Ready Condition (defined in Subsection 1.2.2); and (ii) following rough grading, shall have an area of 8.3 gross acres total and not less than 7.3 Net Acres (defined in Subsection 1.2.3).

**Subsection 1.2.2 Meaning of Construction-Ready Condition.** For purposes of this Agreement, the term "Construction-Ready Condition" shall mean that:

- (i) rough grading has been completed consistent with the rough grading plans for Village 3 and the Otay Ranch Village 3 SPA Plan approved by the City of Chula Vista;
- (ii) except as agreed by the District in writing, the Property does not at any point have a slope or crossfall exceeding 3% within the 7.3 Net Acres;
- (iii) all grading, soils, fill and compaction of the Property conforms to any and all applicable State of California, local and other laws, ordinances, regulations, and other applicable standards (including, without limitation, California Department of Toxic Substances Control ("DTSC") requirements in connection with any imported soils and California Department of General Services, Division of State Architect ("DSA") requirements);
- (iv) any and all off-site lateral supports for the Property (including retaining walls, if any) have been manufactured to reasonable and generally-accepted engineering standards for the vicinity of Otay Ranch and conform to any and all applicable State of California, local and other laws, ordinances, regulations, and other applicable standards, including, without limitation, California Department of Education ("CDE") requirements and DSA requirements;
- (v) all permanent utilities (including (a) one medium-pressure natural gas line, (b) three-phase electric, (c) two 2-inch domestic water lines stubbed to the same location to facilitate dual meters, (d) two 8-inch fire water connections at opposing locations on the Property, (e) two 2-inch reclaimed water connections, (f) one 8-inch sewer connection, (g) cable communications, and (h) telephone communications) have been completed and are stubbed on the Property in locations coordinated with the District's site plan provided that the District has given such site plan to the Seller in a timely fashion;
- (vi) all storm-drain facilities needed to serve the Property have been completed, are stubbed to the Property, and (subject to District's completion of appropriate on-site facilities) are ready to accept stormwater from the Property; and
- (vii) all public street rights-of-way, street, curb, gutter, sidewalk and related improvements necessary to provide public access to not less than two sides of the Property have been completed to

standards of the City of Chula Vista or its successor, and have been dedicated and accepted for public use.

**Subsection 1.2.3 Meaning of Net Acres.** For purposes of this Agreement, the term "Net Acres" shall mean only the portion of the Property that does not: (i) include any existing or future rights-of-way, easements, dedications, conditions or similar rights for street, utility, homeowner association, or other public or private purposes; and (ii) have a slope or crossfall greater than 3%.

**Section 1.3 Determination and Payment of Purchase Price.** The Parties shall determine the Purchase Price in accordance with Part 2 herein, and the District shall satisfy its obligation to pay the Purchase Price in accordance with Part 3 herein.

## **PART 2: DETERMINATION OF PURCHASE PRICE**

**Section 2.1 Purchase Price Calculation.** The purchase price for the Property ("Purchase Price") shall be the lesser of: (i) the fair market value ("FMV") of the Property determined in accordance with this Part 2; or (ii) the "Maximum Price" of Eight Million Seven Hundred Sixty Dollars (\$8,760,000).

### **Section 2.2 Applicable Standards.**

**Subsection 2.2.1 Appraisal Standards.** Each appraisal prepared pursuant to this Part 2 must: (i) value the Property based on its highest and best use; (ii) assume that the Seller, at its own cost, has completed all work required to improve the Property to a Construction Ready Condition; (iii) comply with all applicable laws and regulations, including, without limitation, regulations promulgated by the State Allocation Board and set forth at Section 1859.74 *et seq.* of Title 2 of the California Code of Regulations ("SAB Regulations"); (iv) comply with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation; and (v) establish and support the appraiser's opinion of the FMV of the Property, which shall be specified on both a per-acre-value and a total-value basis.

**Subsection 2.2.2 Appraiser Standards.** Each appraiser who performs an appraisal for purposes of this Part 2 must be licensed by the State, be a member of the Appraisal Institute, and have at least ten years of experience appraising real property situated within the County, including valuation of public school sites located in new development projects.

**Subsection 2.2.3 Cooperation Standards.** Each Party, to the extent reasonable, shall cooperate with each appraiser who prepares an appraisal pursuant to this Part 2, with respect to providing any access or information that is necessary, in the appraiser's opinion, for the appraiser to prepare a fair and accurate appraisal.

### **Section 2.3 Applicable State Funding Requirements.**

**Subsection 2.3.1 Contracting for Appraisal.** The SAB Regulations (specifically, Section 1859.74.1) require that the District or its legal counsel contract for preparation of the appraisal that is to be submitted with the District's application for site-acquisition and construction funding to be provided by the State pursuant to the Leroy F. Greene School Facilities Act of 1998 ("State Funding") for the Village 3 School. Therefore, the District or its legal counsel shall contract for the performance of each appraisal that is performed for purposes of this Part 2.

**Subsection 2.3.2 Appraisal Valuation Date.** The SAB Regulations (specifically, Section 1859.74) require that the appraisal submitted with the District's application for State Funding for the Village 3 School must have a valuation date that is within six months of the date the District submits such application. If, for any reason, the appraisal that the District will submit with its application for State Funding for the Village 3 School does not have a valuation date that conforms to such requirement, the District shall cause the appraiser that prepared such appraisal to update the appraisal, so that the valuation date is within the required six-month period.

**Section 2.4 Timely Review of Appraisals.** Each appraiser that performs an appraisal for purposes of this Part 2, upon completing its appraisal report, must provide such report concurrently to both Parties. Within thirty days after receipt of an appraisal report, the Parties shall have conferred, and each Party shall have submitted in writing to the other Party and the appraiser, any comments (including suggested revisions) such Party may have, in regard to the appraisal. The appraiser shall consider all of the Parties' comments and shall, as reasonable and appropriate in the appraiser's opinion, revise the appraisal, if necessary, in response to those comments. The appraiser shall complete such revisions, if any, as soon as practicable and shall transmit the revised appraisal concurrently to the Parties. If a Party has no comments regarding an appraisal as initially transmitted by the appraiser or as revised by the appraiser, the Party, within ten days after receipt of the initial or revised appraisal, as the case may be, shall provide written notice to the other Party that there will be no further comments on the appraisal.

**Section 2.5 Appraisal Procedures.**

**Subsection 2.5.1 District Appraisal.** The District shall select and contract with an appraiser who satisfies the requirements of Subsection 2.2.2 herein ("District Appraiser") to independently appraise the Property and prepare an appraisal that: (i) meets the requirements of this Part 2; and (ii) establishes and supports the District Appraiser's opinion of the FMV of the Property ("District Appraisal"). The District Appraiser shall provide the District Appraisal to both Parties as provided in Section 2.4 herein. If, in accordance with Section 2.4 herein, the Seller does not object to the FMV of the Property as set forth in the District Appraisal, such FMV shall be the FMV used for purposes of Section 2.1 herein.

**Subsection 2.5.2 Seller Appraiser.** In the event the Seller, as provided in Section 2.4 herein, disagrees with the FMV of the Property as set forth in the District Appraisal (whether initially or as revised pursuant to Section 2.4 herein), the Seller may designate an appraiser who satisfies the requirements of Subsection 2.2.2 ("Seller Appraiser") to contract with the District, at the Seller's sole cost and expense, to independently appraise the Property and prepare a separate appraisal that: (i) meets the requirements of this Part 2; and (ii) establishes and supports the Seller Appraiser's opinion of the FMV of the Property ("Seller Appraisal"). The Seller Appraiser shall provide the Seller Appraisal to both Parties as provided in Section 2.4 herein.

**Subsection 2.5.3 Reconciliation if Minor Difference.** If the opinions of the FMV of the Property set forth in the District Appraisal and the Seller Appraisal differ by ten percent or less of the lesser of the two appraised values, the FMV used for purposes of Section 2.1 herein shall be the average of those two initially-estimated FMV.

**Subsection 2.5.4 Reconciliation if Major Difference.** If the opinions of the FMV of the Property set forth in the District Appraisal and the Seller Appraisal differ by more than ten percent of the lesser of the two appraised values, and the Parties are unable to agree as to the FMV to be used for purposes of Section 2.1 herein, the District shall instruct the District Appraiser and the Seller Appraiser



to jointly select another appraiser: (i) who is independent and separate from both the District Appraiser and the Seller Appraiser; and (ii) who satisfies the requirements of Subsection 2.2.2 herein ("Supplemental Appraiser"). The District shall contract with the Supplemental Appraiser, but the District and the Seller shall pay equal shares of the cost of the Supplemental Appraiser's services. The Supplemental Appraiser shall independently appraise the Property and prepare an appraisal that: (i) satisfies the requirements of this Part 2; and (ii) establishes and supports the Supplemental Appraiser's opinion of the FMV of the Property ("Supplemental Appraisal"). The Supplemental Appraiser shall provide the Supplemental Appraisal to both Parties as provided in Section 2.4 herein.

**Subsection 2.5.5 Reconciliation After Supplemental Appraisal.** If, as provided in Section 2.4 herein, neither Party objects to the FMV of the Property as set forth in the Supplemental Appraisal (whether initially or as revised pursuant to Section 2.4 herein), the FMV set forth in the Supplemental Appraisal shall be used for purposes of Section 2.1 herein. If, as provided in Section 2.4 herein, either Party disagrees with the FMV of the Property set forth in the Supplemental Appraisal (whether initially or as revised pursuant to Section 2.4 herein), the FMV used for purposes of Section 2.1 herein shall be the average of the FMV specified in the two appraisals having the closest opinions of FMV.

**Section 2.6 Appraisal-Related Costs.** The District may use advances provided by the Seller in accordance with Section 1.6 of the Mitigation Agreement to pay any and all costs that the District incurs in connection with the appraisal of the Property, including, without limitation, to pay costs of contracting with the Seller Appraiser and/or the Supplemental Appraiser. Notwithstanding anything in the Mitigation Agreement or elsewhere to the contrary, the District shall not be required to reimburse to the Seller any portion of the advances that the District uses to pay for the Seller Appraiser or the Seller's share of the costs of the Supplemental Appraiser. The costs that the Seller incurs in connection with the appraisal of the Property shall in no event be considered advances and are not subject to reimbursement pursuant to the Mitigation Agreement.

### **PART 3: PAYMENT OF PURCHASE PRICE**

#### **Section 3.1 Payment of Purchase Price.**

**Subsection 3.1.1 Initial Obligation.** To satisfy its obligation to pay the Purchase Price, the District initially shall:

- (i) Pay to the Seller, through the Escrow, all regular grant State Funding (that is, not including any financial or other hardship funding) specifically attributable to any and all of (1) the acquisition of the site for, and construction of, the Enrique S. Camarena Elementary School in Village 11 of the Otay Ranch, (2) the acquisition of the site for, and construction of, the Saburo Muraoka Elementary School in Village 2 of the Otay Ranch, and (3) the acquisition of the Property and construction of the Village 3 School (collectively, the "Dedicated State Funding") that the District receives between the Effective Date and Close of Escrow (defined in Section 4.5 herein), but in no event shall such payment exceed the amount of the Purchase Price; and
- (ii) If there will be a remaining balance of the Purchase Price after considering any payments to be made pursuant to clause (i) of this Subsection ("Remaining Balance"), issue to the Seller, through the Escrow, a "Special Limited Obligation State Funding Note for the Village 3 School Site" in

substantially the form set forth in Exhibit "C" attached to this Agreement ("Special State Funding Note") and for an amount that is equal to the Remaining Balance.

**Subsection 3.1.2 Subsequent Obligation.** If by December 15, 2020, the District has not received sufficient Dedicated State Funding to pay the Remaining Balance, if any, in full to the Seller as provided in the Special State Funding Note, then, not later than December 20, 2020, the District shall:

- (i) Issue to the Seller a "Mitigation Credit Certificate for Village 3 School Site" in substantially the form set forth in Exhibit "D" attached to this Agreement ("Mitigation Credit Certificate") for an amount equal to the then-unpaid portion of the Remaining Balance; and
- (ii) Issue to the Seller a "Special Limited Obligation CFD Tax Funding Note for the Village 3 School Site" in substantially the form set forth in Exhibit "E" to this Agreement ("Special CFD Tax Funding Note") for an amount equal to the then-unpaid portion of the Remaining Balance.

**Section 3.2 Efforts to Obtain Dedicated State Funding.**

**Subsection 3.2.1 District Efforts.** Subject to development within Village 3 proceeding as described in Recital D herein and resulting in sufficient generation of students, and until such time as the District has paid the Purchase Price in full or has received any and all Dedicated State Funding to which it reasonably will be entitled, the District shall make good faith, reasonable efforts to:

- (i) Contract for architectural services for the Village 3 School;
- (ii) Obtain approvals of the Village 3 School from the California Department of General Services, Division of State Architect and other State and local governmental entities with competent jurisdiction;
- (iii) Submit a timely application to the State, consistent with applicable SAB Regulations, for Dedicated State Funding attributable to the Village 3 School;
- (iv) Obtain the Dedicated State Funding from the State for the schools specified in clause (i) of Subsection 3.1.1 herein ("Target Schools");
- (v) Maximize the amount of Dedicated State Funding to be received from the State, provided that the District shall not be required to use eligibility for State Funding to obtain the Dedicated State Funding, to the extent such eligibility is attributable to attendance areas of District schools other than the Target Schools;
- (vi) Within a reasonable time following the Close of Escrow, provide Seller with copies of all applications for Dedicated State Funding and associated documentation that the District submitted to the State prior to Close of Escrow;
- (vii) Provide Seller with copies of all applications for Dedicated State Funding and associated documentation that the District submits to the State following Close of Escrow, in each case within a reasonable time following submission to the State; and
- (viii) If requested by Seller, confer with Seller on a quarterly basis regarding matters relating to the Dedicated State Funding.



**Subsection 3.2.2 Seller Efforts.** Seller shall cooperate with District in regard to matters relating to establishing eligibility for and applying for the Dedicated State Funding, including, without limitation, providing any and all information requested by the District that relates to development within Village 3 and other property within Otay Ranch that is owned by Seller or any of its affiliates.

**Section 3.3 Requirements Applicable to Special State Funding Note.** The Special State Funding Note shall be payable in accordance with its terms from Dedicated State Funding received by the District as a first priority for the use of such Dedicated State Funding. The Special State Funding Note shall be payable only from Dedicated State Funding received by the District (regardless of whether provided to the District pursuant to the current or any replacement State funding program). The amount of the Special State Funding Note shall not be subject to accrual of interest. To the extent of the amount of the Special State Funding Note, the Seller shall have a first priority right to payment of the Special State Funding Note from the Dedicated State Funding, regardless of the order in which the District receives such funds. In each case that the District pays applicable Dedicated State Funding to the Seller, the outstanding balance of the Special State Funding Note shall be reduced by an amount equal to such payment.

**Section 3.4 Requirements Applicable to Mitigation Credit Certificate.** Seller may use some or all of the available credit evidenced by a Mitigation Credit Certificate to satisfy the Seller's obligation to mitigate the impact on the District's school facilities resulting from development of property within the boundaries of both the District and Otay Ranch, as such area is depicted in Exhibit "F" attached to this Agreement. The Seller may redeem such credit in lieu of paying an equal amount of Mitigation Payments (defined in the Mitigation Agreement), School Fees (defined in the Mitigation Credit Certificate) or other exactions, fees, or charges intended to mitigate the impacts on the District's school facilities. However, such credit: (i) may be used with respect only to property that is not then already included within the boundaries of any District community facilities district within Otay Ranch (each a "District CFD"); and (ii) may not be used with respect to property included within any particular Village of Otay Ranch assuming a District CFD or improvement area will be formed for the Village or portion thereof if, as a result of use of the credit, the corresponding special tax will be reduced to less than 75% of the maximum special tax amounts payable (on a cost per square foot basis) in any other District CFD in Otay Ranch. The Mitigation Credit Certificate shall specify the available credit in terms of dollars, and the credit amount shall not be subject to accrual of interest. The Seller may convey some or all of the credit evidenced by the Mitigation Credit Certificate to other owners and/or developers of property located within both Otay Ranch and the District's boundaries, and upon request of the Seller in such event, the District shall issue a similar Mitigation Credit Certificate to such other owner or developer upon reduction of the Mitigation Credit Certificate by a corresponding amount of credit. In each case that the Seller (or other applicable party) redeems any of the credit evidenced by a Mitigation Credit Certificate, the outstanding balance of the Mitigation Credit Certificate shall be reduced by an amount equal to the credit redeemed.

**Section 3.5 Requirements Applicable to Special CFD Tax Funding Note.** The Special CFD Tax Funding Note shall be payable solely from the special taxes of the District CFDs that are levied and collected at any time after Fiscal Year 2017-18, and shall not be subject to accrual of interest. Subject to the foregoing, and to the extent of the amount of the Special CFD Tax Funding Note, the Seller shall have a first priority right to payment of the Special CFD Tax Funding Note from such special taxes, after deducting any and all debt service with respect to indebtedness incurred by or with respect to the District CFDs (including, without limitation, lease and COPs payments) prior to January 1, 2017, and

administrative expenses payable by those District CFDs. Notwithstanding anything to the contrary, such priority right shall not apply to the extent any such special taxes are used to secure bonds or other debt issued on or after January 1, 2017 specifically to obtain funds used to pay some or all of the construction cost of the Village 3 School or to pay some or all of the Purchase Price. In each case that the District pays applicable special taxes to the Seller, the outstanding balance of the Special CFD Tax Funding Note shall be reduced by an amount equal to such payment.

**Section 3.6 Cumulative and Total Satisfaction of Purchase Price Payment Obligation.** In no event shall the cumulative total of all of the following exceed an amount equal to the Purchase Price: (i) direct payments to the Seller (pursuant to Subsection 3.1.1 herein or otherwise); (ii) payments to the Seller pursuant to the Special State Funding Note; (iii) uses of credit evidenced by the Mitigation Credit Certificate; and (iv) payments to the Seller pursuant to the Special CFD Tax Funding Note. Upon being compensated in the full amount of the Purchase Price, the Seller shall mark the originals of any and each Special State Funding Note, Special CFD Funding Note and Mitigation Credit Certificate as being paid in full, sign such original documents as acknowledgment of the compensation in full status, and return such original documents to the District.

#### **PART 4: ESCROW**

**Section 4.1 Escrow, Escrow Holder, and Opening of Escrow.** As soon as practicable after execution of this Agreement, the District shall open an escrow to facilitate the transactions contemplated by this Agreement ("Escrow") with Chicago Title Company ("Escrow Holder") at the address specified in Section 10.9. For purposes of this Agreement, delivery by the District to Escrow Holder of a fully-executed original or counterpart original of this Agreement shall constitute the opening of Escrow ("Opening of Escrow"). Because the District has agreed to the Seller's suggestion to use Chicago Title Company as the Escrow Holder: (i) the Escrow and title insurance costs payable by the Parties in connection with the conveyance of the Property to the District must not exceed what are normal and reasonable costs for the Chula Vista area; and (ii) the Seller must not solicit, obtain or accept any discount, rebate, refund, reimbursement, offset, forbearance or future benefit of any nature whatsoever on account of services provided by Chicago Title Company in connection with the Escrow or title insurance unless for the benefit of the District or both Parties equally and disclosed in advance to the District, in writing.

**Section 4.2 Acknowledgment of Escrow Holder.** Immediately upon the Opening of Escrow, Escrow Holder shall complete and sign the Acknowledgment of Escrow Officer attached as Exhibit "G" hereto and transmit copies of such acknowledgment by email to the District, Seller, and their respective legal counsel. Escrow Holder's execution of the Acknowledgment of Escrow Officer acknowledges Escrow Holder's acceptance of the Escrow and identifies the Escrow number and the date Opening of Escrow occurred.

**Section 4.3 Agreement to Constitute Escrow Instructions.** This Agreement shall constitute escrow instructions ("Escrow Instructions") to Escrow Holder, and Escrow Holder shall hereby be authorized and instructed to deliver the documents and monies to be deposited into the Escrow in strict accordance with the terms of this Agreement. The Parties agree to execute such additional Escrow Instructions consistent with the provisions of this Agreement as are mutually acceptable to the Parties and that may be required by Escrow Holder; provided, however, that the additional Escrow Instructions shall in no event relieve Escrow Holder from liability for any of its negligence and/or willful misconduct in

connection with the Escrow. Such additional and mutually-acceptable Escrow Instructions shall be executed by the District and Seller and returned to Escrow Holder within five (5) business days from the date same are received from Escrow Holder.

**Section 4.4 District Purchase and Other Funds.** The District shall satisfy the requirement for payment of the Purchase Price as provided in Subsection 3.1.1 herein. The District shall also deposit funds into Escrow as necessary to pay its share of the Closing Costs (defined in Section 4.15 herein) as determined in accordance with Section 4.15 herein. Subject to all other conditions precedent to Close of Escrow having been satisfied, the Escrow Holder shall pay to Seller upon the Close of Escrow all funds that the District has deposited into Escrow on account of the Purchase Price and, if applicable, shall deliver to Seller the original, executed Special State Funding Note.

**Section 4.5 Close of Escrow.** Subject to the conditions set forth in this Part 4, Escrow shall close concurrently with the recording of a grant deed conveying the Property to the District ("Grant Deed") in the form of Exhibit "H" attached hereto ("Close of Escrow"). The Escrow Holder shall cause the Close of Escrow to occur as soon as reasonably possible after satisfaction of all conditions precedent to Close of Escrow.

**Section 4.6 Preliminary and Supplemental Title Reports.** Within thirty (30) calendar days following Opening of Escrow, Chicago Title Company, acting in its capacity as title insurer ("Title Insurer") shall deliver a Preliminary Title Report issued by Title Insurer and covering the entirety of the Property to the District, the District's legal counsel, the Seller and the Seller's legal counsel, at their respective addresses set forth in Section 10.9 herein. The Preliminary Title Report shall be accompanied by complete copies of all underlying documents referred to in the Preliminary Title Report as evidencing easements and other exceptions to title, and a site map upon which have been plotted all such easements and other exceptions, the locations of which reasonably can be determined (collectively the "PTR"). The Parties acknowledge that such plot map shall not be construed as a survey.

**Section 4.7 Review of Title Documents.**

**Subsection 4.7.1 Initial PTR.** The District shall have twenty (20) calendar days following receipt of the PTR within which to notify Escrow Holder and Seller, in writing, of the District's disapproval of any exception to title disclosed in the PTR, which notice shall specifically identify the alleged defect or defects that the District has disapproved ("Notice of Disapproval"). The Seller must make reasonable efforts to cure or remove the defect(s) disapproved by the District in the Notice of Disapproval. In the event (a) Seller does not cure or remove the defects disapproved by the District in the Notice of Disapproval within thirty (30) calendar days prior to the Close of Escrow, or (b) the District does not waive such defects prior to the Close of Escrow, then either Party may terminate this Agreement, in which event the Parties shall have no further liability to one another pursuant to this Agreement, except for such obligations as survive termination of this Agreement. If the District does not provide a Notice of Disapproval within the twenty (20) day period specified in this Subsection, the District shall be deemed and construed to have disapproved all exceptions to title disclosed in the PTR and, in such event, either Party may terminate this Agreement and, upon termination, neither Party shall have any liability to the other Party pursuant to this Agreement, except for such obligations as survive termination of this Agreement.

**Subsection 4.7.2 Supplemental PTR.** In the event the Title Insurer issues any supplement to the PTR ("Supplemental PTR"), the District shall have ten (10) calendar days after receipt by the District and its legal counsel of such Supplemental PTR, together with complete and legible copies

of all additional documents described therein and a plotting thereof, within which to deliver a Notice of Disapproval with respect to any new matters disclosed in such Supplemental PTR. Upon receipt of such Notice of Disapproval, Seller shall make commercially reasonable efforts to cure or remove the disapproved title exceptions. If the Seller has not cured or removed such exceptions within twenty (20) calendar days from Seller's receipt of the notice of the Notice of Disapproval, either Party may terminate this Agreement, in which event the Parties shall have no further liability to one another pursuant to this Agreement, except for such obligations as survive termination of this Agreement. Notwithstanding the foregoing, if Seller is to cure or remove any disapproved title exception, but reasonably needs more time than the twenty (20) day period specified in this Subsection, the Seller shall have the right to extend the Close of Escrow for up to sixty (60) additional days.

**Subsection 4.7.3 Condition to Close of Escrow.** If the Seller and/or Title Insurer are to cure or cause the removal from title of any exception to title disapproved by the District in accordance with this Section 4.7, such cure or removal shall be a condition precedent to the Close of Escrow.

**Subsection 4.7.4 Exceptions of a Monetary Nature.** Notwithstanding anything to the contrary, the District shall not be required to object to exceptions specified in the PTR or any Supplemental PTR that relate to items of a monetary nature, including, but not limited to, general taxes, special taxes, and assessment fees or charges, mortgages, improvement liens, and similar encumbrances. As a condition precedent to Close of Escrow, the Seller must pay off or otherwise satisfy and release any and all mortgages, improvement liens and similar encumbrances on or against any portion of the Property. Section 4.14 herein provides for payment of any and all general taxes, special taxes, and other charges levied or assessed in connection with the Property.

**Section 4.8 Condition of Title.** All matters contained in the title documents that are not disapproved by the District prior to the end of the period(s) referred to in Section 4.7 shall be deemed to be permitted exceptions ("Permitted Exceptions"). It shall be a condition precedent to the District's obligation to close Escrow that Title Insurer agree to issue to the District at Close of Escrow the title policy referred to in Section 4.17 herein. Such title policy shall insure the District's fee simple title to the Property, which, except for the Permitted Exceptions, shall be free and clear of all mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes and special taxes, or other defects in title.

**Section 4.9 Obligations of District.** In addition to performance by the District of all of its other obligations pursuant to this Agreement, on or before one (1) business day prior to Close of Escrow, the District shall have deposited into Escrow: (i) funds in the amount required by Section 4.4 herein; (ii) a fully-executed Special State Funding Note, if required pursuant to Section 4.4 herein; and (iii) all other sums and documents the Escrow Holder reasonably requires from the District to carry out Close of Escrow.

**Section 4.10 Obligations of Seller.** In addition to performance by the Seller of all of its other obligations pursuant to this Agreement, on or before one (1) business day prior to Close of Escrow, Seller shall deposit into Escrow: (i) the Grant Deed, substantially in the form set forth in Exhibit H hereto, properly executed by Seller and in recordable form; and (ii) all other sums (including, but not limited to, sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums necessary to deliver title to the Property as required by this Agreement) and documents that Escrow Holder reasonably requires from Seller to carry out Close of Escrow.



**Section 4.11 Conditions Precedent to Benefit the District.** Close of Escrow is subject to the satisfaction or written waiver by the District of the following conditions precedent, with exception of conditions (vii) and (viii), which cannot be waived:

- (i) The Escrow has not been cancelled and/or the Agreement has not been terminated pursuant to any provision herein;
- (ii) Seller has deposited with Escrow Holder all funds, if any, and documents required to be deposited pursuant to Section 4.10 herein;
- (iii) Seller is not in default of any material obligation under this Agreement, which Escrow Holder shall presume unless the District provides written notice to Escrow Holder that the District believes Seller to so be in default;
- (iv) The representations and warranties of Seller set forth in Part 6 are true and correct in all material respects, which Escrow Holder shall presume unless the District provides written notice to Escrow Holder that the District believes a representation or warranty of Seller to be untrue or incorrect;
- (v) Title Insurer is prepared and has committed to issue the policy of title insurance described in Section 4.17 herein;
- (vi) Seller and Escrow Holder have cured or caused to be deleted from the title documents each disapproved item as determined pursuant to Section 4.7 herein;
- (vii) The District (1) has completed all proceedings under CEQA, (2) has approved the Village 3 School, and (3) has received all necessary approvals for the Property, including, but not limited to, acquisition of the Property and use thereof for the proposed Village 3 School from the California Department of Education ("CDE") and DTSC on conditions, if any, reasonably acceptable to the District; and
- (viii) The Property has been improved to the Construction-Ready Condition specified in Section 1.2 herein.

**Section 4.12 Conditions Precedent to Benefit the Seller.** Close of Escrow is subject to the satisfaction, or written waiver by Seller, of the following conditions precedent:

- (i) The Escrow has not been cancelled and/or the Agreement has not been terminated pursuant to any provision herein;
- (ii) The District has deposited with Escrow Holder all funds and documents required to be deposited pursuant to Section 4.9;
- (iii) The District is not in default of any material obligation under this Agreement, which Escrow Holder shall presume unless Seller provides written notice to Escrow Holder that Seller believes the District to so be in default; and

- (iv) The representations and warranties of the District set forth in Part 7 are true and correct in all material respects, which Escrow Holder shall presume unless Seller provides written notice to Escrow Holder that Seller believes a representation or warranty of the District to so be untrue or incorrect.

**Section 4.13 Failure of Condition Precedent.** In the event that any condition precedent to Close of Escrow referred to in Section 4.11, Section 4.12, or elsewhere in this Agreement is not satisfied within the required time limit nor waived in writing by the Party benefitting from the condition, such condition shall be deemed to have failed, and the Party benefitting from the condition may cancel the Escrow and terminate this Agreement by providing notice to Escrow Holder and the other Party. In the event of such termination, neither Party shall have any liability to the other Party in connection with this Agreement except: (i) express obligations that are intended to survive termination; and (ii) if the Party obligated to satisfy any such condition precedent failed to make reasonable efforts to cause satisfaction of the condition precedent.

**Section 4.14 Taxes and Assessments.**

**Subsection 4.14.1 Generally.** Prior to or concurrent with Close of Escrow, Seller shall pay, cancel or terminate any and all prior and current taxes (including, without limitation, special taxes), assessments, and improvement fees or charges levied on or against the Property. On such basis, there shall be no proration of such taxes. Following the Close of Escrow, the Property shall be tax-exempt. Any claims for a property-tax refund (relating to periods prior to the Close of Escrow) shall be the sole responsibility and sole property of Seller, and, at Seller's expense, the District will cooperate with Seller in processing any claim by Seller for a property tax refund after Close of Escrow. If, for any reason, the Property is not considered tax exempt following the Close of Escrow, the District shall be responsible for all property taxes that become due and payable following the Close of Escrow.

**Subsection 4.14.2 Notices of Cancellation.** Notwithstanding Subsection 4.14.1 or anything else that may be construed to the contrary, the Seller, as a condition precedent to Close of Escrow, shall record, or cause to be recorded, notices of cancellation, termination, or the equivalent for any and all special taxes, assessments, benefit assessments, and improvement district fees, assessments or charges that are or will be applicable to the Property, including, without limitation, City of Chula Vista CFD Nos. 18M and 97-2, and any CFD that the Sweetwater Union High School District has established or intends to establish over any portion of Village 3. In lieu of recording a specific notice of cancellation or other instrument, the Seller may provide to the District such documentation as is reasonably acceptable to the District, issued and signed by the levying or collecting agency, that conclusively establishes that the Property is, or upon acquisition by the District will be, exempt from payment of a special tax, assessment or other fee or charge.

**Section 4.15 Payment of Costs.** The costs associated with this transaction (including, without limitation, costs of, or payable through, the Escrow ("Closing Costs") by a Party) shall be paid as follows:

- (i) Seller shall pay an amount equal to the cost of obtaining the California Land Title Association ("CLTA") title insurance policy covering the Property described in Section 4.17 herein, plus the cost of any endorsements to such policy as may be requested by the Seller in order to cure or remove any disapproved exception to title;
- (ii) If applicable, the District shall pay the marginal costs associated with obtaining an American Land Title Association ("ALTA") policy as described in Section 4.17 herein;

- (iii) Seller and the District shall pay equal shares of all costs of Escrow, including the Escrow Holder's fee;
- (iv) The District shall pay the cost, if any, associated with recording the Grant Deed;
- (v) Seller shall pay the cost of documentary transfer taxes, if any, in connection with the recordation of the Grant Deed; and
- (vi) Except as this Agreement may provide, each Party shall bear its own costs and expenses associated with the transaction contemplated by this Agreement, including, but not limited to, legal expenses, accounting and consulting fees, and other incidental expenses.

**Section 4.16 Brokerage Fees.** Each Party represents and warrants that it has not employed or used any brokers or real-estate agents in connection with this transaction who are entitled to brokerage fees from the proceeds of this transaction. The Parties agree that if any commission, finder's fee, or other compensation is or becomes due and owing to any person or entity, payment of such compensation will be the sole responsibility of the Party at whose request such services were performed.

**Section 4.17 Title Policy.** Unless otherwise directed by the District, Escrow Holder shall deliver to the District, through Escrow, a CLTA policy of title insurance with coverage in an amount equal to the Purchase Price, without regional exceptions, insuring the District as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, and issued by Title Insurer and dated as of the Close of Escrow. The District may elect to obtain an ALTA owner's title policy, without regional exceptions, provided the obtaining of same does not significantly delay Close of Escrow. If the District elects to obtain such ALTA policy, the District shall pay the marginal cost of the ALTA policy (i.e., any costs in excess of the amount payable by the Seller pursuant to clause (i) of Section 4.15 herein), including all costs of surveys and any endorsements to such ALTA policy requested by the District.

**Section 4.18 Execution of Other Documents; Compliance with Regulations.** The Parties hereto shall do such other things and shall execute all documents as are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties shall comply at their own expense with all applicable laws and governmental regulations required for such Party to satisfy its respective obligations hereunder in order for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities. The right to remedies for failure of a Party to comply with its obligations pursuant to this Section shall survive Close of Escrow and/or termination of this Agreement.

**Section 4.19 Affidavits of Non-Foreign Status.** Prior to Close of Escrow for each applicable phase, Seller shall execute and deliver to Escrow Holder an Affidavit of Non-Foreign Status, in a form reasonably acceptable to Escrow Holder, and a California FTB Form 593-C, as satisfactory evidence that Seller is not a foreign entity.

**Section 4.20 Recording of Documents and Delivery of Funds.** Upon receipt of the funds and instruments described in this Part 4, and upon the satisfaction or waiver of the conditions precedent to Close of Escrow referred to in this Agreement, Escrow Holder shall: (i) deliver funds received for the Purchase Price to Seller; (ii) deliver the executed Special State Funding Note, if any, to Seller; and



(iii) cause the Grant Deed to be recorded in the office of the County Recorder of the County of San Diego, California. Upon Close of Escrow, Escrow Holder shall deliver conformed copies of the Grant Deed and all other appropriate documents to the District, and copies thereof to the District's legal counsel.

**Section 4.21 Escrow Cancellation Charges.** Notwithstanding any other provision of this Agreement to the contrary, in the event Close of Escrow fails to occur as a result of the default of a Party, the defaulting party ("Defaulting Party") shall be liable for all Escrow cancellation charges. In the event that Close of Escrow fails to occur for any other reason, the District and Seller shall each be responsible for and shall pay one-half (1/2) of all Escrow cancellation charges unless specified otherwise in this Agreement.

#### **PART 5: FEASIBILITY, DUE DILIGENCE AND INSPECTIONS**

**Section 5.1 Property Investigations.** The District shall have two hundred and seventy (270) calendar days from the Effective Date ("Due Diligence Period") to: (i) undertake and complete any and all inspections, testing, and other studies as are necessary and/or convenient for purposes of determining the environmental, geological and other physical condition of the Property and the feasibility of using the Property as the site for construction of the Village 3 School; (ii) undertake and complete any and all environmental and other proceedings necessary for purposes of acquiring the Property or otherwise intended to facilitate the acquisition of the Property, including, without limitation, procedures required pursuant to CEQA; and (iii) apply for and obtain any and all approvals of the Property as required by applicable law and/or governmental entities with competent jurisdiction, including, without limitation, approvals by the DTSC, the CDE, and the Office of Public School Construction.

**Section 5.2 On-Site Inspection.** The District and its consultants, agents, contractors, and employees ("District Agents") shall be permitted from time to time during the Due Diligence Period to enter the Property during regular business hours or as reasonably necessary to make inspections of the Property. The District shall provide written notice to the Seller at least two (2) business days prior to each such entry. The District acknowledges that it will be provided access to the Property in its condition existing as of the Effective Date, and, without limiting the Seller's obligation to improve the Property to the Construction-Ready Condition, that Seller shall have no obligation of any kind to repair the Property in connection with this Agreement. No entry to or investigation of the Property by the District shall unreasonably interfere with the rights of Seller to access the Property. The District will be responsible for obtaining all permits, licenses and authorizations necessary with respect to conducting any investigations, inspections, or tests therein. The District will not allow any mechanic's or material men's liens to be filed against the Property by reason of any work, labor, services or materials performed for, or furnished to, the District. The District will immediately remove any such lien which is filed. The District hereby assumes all responsibility for any liability, damage or loss incurred by any of the District Agents, related to the District's entry onto the Property in accordance with this Agreement and, to the extent permitted by applicable law, hereby waives any rights, claims or actions against Seller for the same. The District may conduct any such tests or inspections as the District may elect or deem necessary including, but not limited to, the following:

- (i) **General Inspection.** The District, at its sole cost and expense, shall review the feasibility of, and all factors relevant to, the use of the Property as a site for the construction of school facilities, and will conduct any and all inspections, reviews, examinations, and tests of the Property to determine the feasibility of such use.

- (ii) *Environmental Inspections.* The District may conduct whatever environmental tests of the Property as are necessary, in its discretion, and as legally required. During the Due Diligence Period, the District will conduct tests on the Property to determine, in part, if there are hazardous materials on the site or any geological conditions inconsistent with the District's proposed use thereof. Should the District become aware of a serious or substantial adverse condition existing on the Property, the District shall promptly notify Seller regarding such condition.
  
- (iii) *Inspection of Studies and Reports.* To assist in the District's due diligence investigations, and concurrently with execution and delivery of this Agreement, Seller shall deliver to the District copies of all surveys, soil tests, engineering studies, and any other test results or reports in Seller's possession or under Seller's control concerning the Property ("Seller's Reports"). If so requested by the District, Seller shall instruct those who prepared the Seller's Reports to divulge to the District any other information they may have about the Property. If the District desires to review any documents relating to the Property that are in Seller's possession other than the Seller's Reports, the District shall have the right to review and make copies of same at its sole expense at Seller's office. At least two (2) business days prior to the date the District desires to review said documents, the District shall provide Seller with a list of the categories of documents it desires to review. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to make available to the District any documents that are: (i) privileged under any applicable law; or (ii) are internal memoranda or communications, projections, estimated budgets or other planning information relating to the development of the Property as a residential development and created by Seller for internal purposes.

*Section 5.3 Right to Observe Inspections and Testing.* Seller and Seller's consultants may be present and may observe any inspections, studies or tests conducted by the District or the District Agents; however, Seller and/or its consultants shall not interfere with, or in any manner impede, any such inspection, study or test, and the District shall in no way be responsible for the safety of, or liable for, Seller and/or its consultants during any such inspection, study, or test.

*Section 5.4 Repair of the Property.* If Escrow is cancelled and, therefore, Close of Escrow will not occur, the District shall promptly repair any damage it has caused to the Property and shall return the Property to the same condition it was in prior to the District undertaking its due diligence activities pursuant to this Part 5, less reasonable wear and tear.

*Section 5.5 Reasonable Efforts to Complete Due Diligence.* The District agrees to make reasonable efforts to timely complete its due diligence within the Due Diligence Period, including, but not limited to, securing all necessary approvals for the Village 3 School.

*Section 5.6 Intrusive Testing.* Prior to conducting physically intrusive tests of any kind on the Property, the District shall provide Seller with a detailed "scope of work" for such tests. Seller shall have two (2) business days from receipt of same to review and approve the "scope of work," which approval shall not be unreasonably withheld, conditioned, or delayed. Seller's failure to timely disapprove the "scope of work" shall be deemed to be Seller's approval thereof. Unless required by court order or otherwise mandatory under any applicable law, rule or regulation, the District shall not disclose the results of any such tests to any third parties, except for those consultants utilized by the District in evaluating whether to proceed with the acquisition of the Property, and only upon the condition that

those third parties be instructed to keep the test results confidential. Notwithstanding the results of any tests or inspections conducted by the District in accordance with this Part 5, and except as provided herein, the Seller shall have no obligation to correct any deficiency in the Property and the District shall not be entitled to any credit or reduction of the Purchase Price.

**Section 5.7 Results of Property Investigations.** Not later than 5:00 p.m. Pacific Time on the last day of the Due Diligence Period, and based on its investigations of the Property pursuant to this Part 5, the District shall either approve or disapprove the Property in one of the following ways:

- (i) The District may provide written notice to Seller and Escrow Holder that the District approves the Property and, in such event, the District shall be deemed to have waived any remaining portion of the Due Diligence Period;
- (ii) The District may provide written notice to Seller and Escrow Holder that the District waives its right to approve the Property, in which event, the District shall be deemed to have approved the Property and, in such event, the District shall be deemed to have also waived any remaining portion of the Due Diligence Period;
- (iii) The District may provide written notice to Seller and Escrow Holder that the District disapproves the Property and, in such event other than as provided in clause (iv) in this Section 5.7, this Agreement shall terminate, the Escrow Holder shall cancel the Escrow, costs of Escrow shall be paid as provided in Section 4.21 herein, and neither Party shall have any further liability to the other Party pursuant to this Agreement, except for such obligations as survive termination of this Agreement;
- (iv) If the notice of disapproval provided by District in accordance with clause (iii) of this Section 5.7 specifies that Section 5.8 shall take effect, then Section 5.8 herein shall become operative and effective, and Escrow Holder shall not cancel the Escrow in accordance with clause (iii) of this Section 5.7; or
- (v) If, prior to expiration of the Due Diligence Period, the District fails to provide written notice to the Seller and the Escrow Holder that the District either approves or disapproves the Property, then the District shall be deemed to have disapproved the Property and, in such event, the Escrow Holder shall cancel the Escrow, costs of Escrow shall be paid as provided in Section 4.21 herein, and neither Party shall have any further liability to the other Party pursuant to this Agreement, except for such obligations as survive termination of this Agreement.

**Section 5.8 Abatement of Disapproved Conditions.** In the event this Section becomes operative and effective as provided in clause (iv) of Section 5.7 herein, the Seller shall have the option of removing or abating any condition resulting in District disapproval of the Property. The notice requesting any such action by Seller shall specify in reasonable detail the adverse condition(s) resulting in such disapproval. The Parties shall, within twenty (20) calendar days after delivery of the notice provided in accordance with clauses (iii) and (iv) of Subsection 5.7 herein, meet and attempt to agree on what action will be necessary to abate or remediate such adverse condition(s) and whether the Seller will perform such work at Seller's cost. If the Parties are able to agree, within twenty (20) calendar days after such meeting, as to the action required and that Seller will perform such work at its cost, the Parties shall provide joint written instructions to the Escrow Holder regarding Seller's obligation ("Abatement Option"). If Seller has agreed to the Abatement Option, Seller shall complete the action

required for the Abatement Option: (i) at Seller's own cost and expense; and (ii) prior to and as a condition to Close of Escrow, or after Close of Escrow pursuant to a separate written agreement with the District. If the Parties are not able to agree, within twenty (20) calendar days after such meeting, as to the action required or that such action will be performed by Seller at its cost, the District shall provide notice to the Escrow Holder (with copy to Seller) to either: (i) cancel the Escrow; or (ii) proceed with Close of the Escrow despite the Parties being unable to agree as to abatement or remediation of one or more adverse conditions. If the District cancels Escrow in accordance with the foregoing, costs of Escrow shall be paid as provided in Section 4.21 herein and neither Party shall have any further liability to the other Party pursuant to this Agreement, except for such obligations as survive termination of this Agreement.

#### **PART 6: SELLER'S REPRESENTATIONS AND WARRANTIES**

**Section 6.1 Seller's Representations and Warranties.** In addition to any other express agreements of Seller contained herein, the matters set forth in this Section 6.1 constitute representations and warranties by Seller which shall be true and correct as of the Close of Escrow (regardless of what investigations the District shall have made prior to the Close of Escrow). In the event that, during the period between the execution of this Agreement and the Close of Escrow that Seller learns, or has reason to believe, that any of the following representations or warranties cease to be true, Seller hereby covenants to give written notice thereof to the District within three (3) Business Days or prior to the Close of Escrow, whichever is the shorter time interval. The Seller's representations and warranties are as follows:

- (i) Seller's Authority. Seller is the owner of the Property and has the legal power, right authority to enter into this Agreement and to consummate the transaction contemplated hereby. The entry by Seller into the transaction contemplated by this Agreement and the performance of Seller of all of its obligations necessary in connection therewith have been duly and validly authorized by all necessary action(s) and are in accordance with applicable law. This Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered to the District and constitute the legal, valid and binding obligations of Seller. No remaining action or third party action is required to make this Agreement binding upon Seller. Entering into this Agreement will not constitute a breach or default under any agreement which Seller is bound and/or to which the Property is subject, including any deed of trust and/or mortgage.
  
- (ii) Fitness for Use as a School Site. Seller has no actual knowledge of any defect in the physical condition of the Property (including, without limitation, hazardous materials) or any title defects or recorded restrictions relating to the Property which are not disclosed in the Preliminary Title Report and which would prevent the District from building a school facility on the Property. For the purposes of this Section 6.1, actual knowledge of Seller shall mean all matters known by Kent Aden and Curt Smith, without any implied standard of knowledge or any obligation on the part of any of those individuals to have undertaken any particular investigation or inquiry, including, without limitation, inquiry relating to specific requirements for the construction of school facilities on the Property or inquiries relating to the type and design of school facilities which the District intends to develop on the Property.



- (iii) Third Party Claims. Seller has no actual knowledge of any suit, pending action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against the Village 3 School, or any portion thereof, or pending or threatened against Seller which could affect Seller's title to the Property, or any portion thereof, or which could affect the value of the Property, or any portion thereof, or which could subject the owner of the Property or any portion thereof, to liability.
- (iv) Miscellaneous. Seller has no actual knowledge of: (i) any notices which have been served upon Seller or any other person, or any governmental agency notifying Seller or any other person, of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof; or (ii) any actual or impending mechanics lien against the Property or any portion thereof; or (iii) any actual or threatened action in eminent domain by any agency or entity against the Property or any portion thereof.

**Section 6.2 As Is Sale.** Except as provided in this Agreement, Seller is conveying the Property to the District "As-Is" without any representations and/or warranties whatsoever. The District acknowledges that it will undertake an independent investigation of the Property and all matters which it deems to be relevant thereto, and that by consummating the transaction contemplated by this Agreement, the District will have concluded that the condition of the Property is satisfactory to the District in all respects. The District further acknowledges that, except as expressly provided in this Agreement, it is not relying upon any written and/or oral statement, representation and/or document made and/or provided by Seller but rather upon its own independent inquiry and judgment with respect to its decision to acquire the Property. Nothing in this Section 6.2 or elsewhere in this Agreement shall be deemed or construed to qualify or limit the Seller's representations and warranties as are set forth in this Agreement.

**Section 6.3 Release.** Except for the representations and warranties made by Seller in this Agreement, the District, on behalf of itself and its successors and assigns, hereby releases Seller from, and waives any and all claims against Seller attributable to or in connection with the Property, whether arising or accruing before, on or after the Effective Date and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, the following: (i) any and all liabilities with respect to the physical, or environmental condition of the Property; (ii) any and all liabilities relating to the release of or the presence, discovery or removal of any "Hazardous Waste," "Hazardous Material" and/or "Hazardous Substances" as those terms are defined under any federal, state or local law; and (iii) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property.

## **PART 7: BUYER'S REPRESENTATIONS AND WARRANTIES**

**Section 7.1 District's Representations and Warranties.** In addition to any other express agreements of the District contained herein, the matters set forth in this Section 7.1 constitute representations and warranties by the District which shall be true and correct as of the Close of Escrow. In the event that, during the period between the execution of this Agreement and the Close of Escrow that the District learns, or has reason to believe, that any of the following representations or warranties cease to be true, the District hereby covenants to give written notice thereof to Seller within three (3)

Business Days or prior to the Close of Escrow, whichever is the shorter time interval. The District's representations and warranties are as follows:

- (i) The District has no actual knowledge that either this Agreement, or any action required hereunder, violates or shall violate any contract, agreement or instrument to which the District is a party, or that any other person or entity is required to consent to, acknowledge, or execute this Agreement in order to validate its execution by the District or to permit the consummation of the transactions contemplated herein. For the purposes of this Section 7.1, actual knowledge of the District shall mean all matters known by Oscar Esquivel and/or Carolyn Scholl, without any implied standard of knowledge or any obligation on the part of any of those individuals to have undertaken any particular investigation or inquiry;
- (ii) The District has no actual knowledge that the District has less than the full right and authority to enter into this Agreement and consummate the transactions contemplated herein; and
- (iii) The District has no actual knowledge that, except as set forth in this Agreement, there are any existing state of facts or circumstances, or any condition or event that would preclude the District from fulfilling its obligations under this Agreement.

#### **PART 8: INSURANCE AND INDEMNIFICATION**

**Section 8.1 District Insurance.** The District shall have in effect at all times during the Due Diligence Period a policy of commercial general liability insurance providing coverage for bodily injury (including death) and property damage in the face amount of not less than Two Million Dollars (\$2,000,000) for all activities conducted on the Property by the District and the District Agents pursuant to Part 4 herein ("District Liability Policy"). The District Liability Policy shall contain a cross-liability endorsement and a waiver of the insured's rights of subrogation. The District Liability Policy shall be endorsed to cause Seller to be an additional insured and shall include coverage for the contractual liability set forth in Section 8.2. Prior to entering the Property, the District shall furnish Seller with a Certificate of Insurance stating that such insurance is in full force and effect. The Certificate of Insurance shall state that the insurer may not cancel, terminate, or allow the District Liability Policy to expire without thirty (30) days prior written notice to Seller, except in the case of termination for nonpayment of premium, in which notice must be provided to Seller not less than ten (10) days prior to termination. The District may obtain and maintain the required District Liability Policy through a public joint-powers authority of which the District is a member.

**Section 8.2 Indemnification by District.** The District agrees to indemnify, defend and hold harmless Seller and its members, agents, employees and contractors ("Seller's Agents") from any loss of or damage to the Property, injury or death of any person whomsoever, claims, demands, assessments, suits, judgments, costs and/or expenses, including but not limited to reasonable attorneys' fees and costs, or other liabilities (each a "Liability") arising from the activities on the Property pursuant to Part 5 herein of the District or the District Agents. However, the District shall not be so obligated to the extent any Liability is attributable to the negligence or willful misconduct of the Seller or any of the Seller Agents, in which case the Parties shall be responsible and liable on a comparative basis. The provisions of this Section 8.2 shall survive termination of this Agreement and/or the Close of Escrow, as applicable.

**PART 9: DISPUTES AND DEFAULT**

**Section 9.1 Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with California law, notwithstanding any choice-of-law or other provision in any federal or state law.

**Section 9.2 Venue for Resolving Disputes.** Each arbitration, mediation, action or other proceeding arising out of, or connected with, this Agreement shall be initiated and conducted only in the County of San Diego, California.

**Section 9.3 Disputes.** Time is of the essence in this Agreement, and if either Party defaults on its obligations hereunder ("Defaulting Party"), then the other Party ("Non-Defaulting Party") may initiate termination of this Agreement or other available remedies by giving notice in writing ("Notice of Default") to the Defaulting Party and, if prior to Close of Escrow, the Escrow Holder. If a dispute between the Parties arising from this Agreement does not relate to an alleged default or is not of such nature that a Party may give a Notice of Default, then the Party alleging the dispute shall give to the other Party a written notice of the dispute ("Notice of Dispute"). The giving of a Notice of Default or a Notice of Dispute shall be a condition precedent to the Non-Defaulting Party initiating the dispute resolution processes described in Sections 9.4 and 9.5 herein. If the Defaulting Party has not fully cured each default specified in a Notice of Default, or remedied each issue specified in a Notice of Dispute, within thirty (30) days after receipt of such notice, the Non-Defaulting Party may initiate the informal dispute resolution process described in Section 9.4 herein. If a Notice of Default or Notice of Dispute is given prior to Close of Escrow, the date for Close of Escrow to occur shall be extended until the date that is thirty (30) days after the dispute has been resolved in accordance with either Section 9.4 or Section 9.5 herein, unless final resolution of the dispute provides for termination of this Agreement, in which case the Escrow shall be cancelled upon final resolution of the dispute.

**Section 9.4 Informal Dispute Resolution.** Upon receipt by a Party of a Notice of Default or Notice of Dispute, the Parties shall attempt as provided in this Section to resolve the dispute as quickly and as amicably as possible, including, without limitation, any disputes as to the meaning of any provision of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. Within a reasonable time, not in excess of fourteen (14) calendar days, after receipt of a Notice of Default or a Notice of Dispute, the Parties shall commence attempts to informally resolve the dispute as required pursuant to this Section. Such attempts shall include good-faith, reasonable and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a dispute shall be a condition precedent to such Party exercising any available remedy in response to the dispute, including, without limitation, initiation of arbitration pursuant to Section 9.5 herein. If, after diligently making the attempts required pursuant to this Section for at least thirty (30) calendar days, the Parties cannot resolve a dispute, either Party may give written notice to the other Party that the attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party. The good-faith participation by a Party in attempts at informal dispute resolution pursuant to this Section shall be a condition precedent to the Party initiating arbitration pursuant to Section 9.5 herein.

**Section 9.5 Arbitration of Disputes.** If a dispute occurs between the District and the Seller which arises out of this agreement, and subject to the Party having complied with Sections 9.3 and 9.4 herein, either Party may elect by written notice to the other Party to have the dispute resolved by



arbitration in accordance with the American Arbitration Association ("AAA") commercial arbitration rules. The Parties may agree, as provided in the AAA commercial arbitration rules, to mediate a dispute prior to arbitration. With respect to each dispute involving an amount in dispute that is less than \$250,000.00, and unless the Parties agree otherwise, the arbitration shall be heard and conducted by a single arbitrator. With respect to each dispute involving an amount in dispute that is \$250,000.00 or more, and unless the Parties agree otherwise, the dispute shall be heard and conducted by a panel of three (3) arbitrators. Notwithstanding anything in the AAA commercial arbitration rules or elsewhere, each arbitration initiated pursuant to this Section 9.5 shall be subject to, and the arbitrator shall comply with, the requirements for arbitration set forth in Exhibit "I" attached to this Agreement. Each reference to "arbitrator" or "Arbitrator" in this Section and in Exhibit I shall mean either a single arbitrator or a panel of three (3) arbitrators, as context requires. Subject to provisions of Exhibit I hereto, the judgment upon the arbitration award shall be final and binding upon the Parties and may be entered in any court having competent jurisdiction. Each arbitration conducted pursuant to this Section 9.5 shall take place in the AAA office or facility in the City of San Diego, California, that is geographically closest to the Property.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES THAT ARE SUBJECT TO THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
BUYER'S INITIALS

\_\_\_\_\_  
SELLER'S INITIALS

**Section 9.6 Waiver of Consequential Damages/Limitation of Liability.** Each Party hereby waives any and all claims against the other Party for consequential damages, lost profits, or punitive damages, whether based on common law, statute, equity or otherwise, that may arise from this Agreement. In no event shall a direct or indirect member, partner, shareholder, owner, officer, director, employee, agent, development manager or consultant of Seller or any affiliate or controlling person thereof, or any Governing Board member, officer, employee, agent, consultant or other representative of the District, have any liability for any claim or action or other liability arising out of or relating to this Agreement, and each Party hereby agrees to look solely to the other Party as otherwise provided herein. The provisions of this Section shall survive the Close of Escrow, as applicable, and shall not be merged with the Grant Deed.

**PART 10: MISCELLANEOUS PROVISIONS**

**Section 10.1 Entire Agreement.** This Agreement fully and completely expresses the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all

prior agreements between the Parties with respect thereto. No claim of waiver, modification, consent or acquiescence with respect to any of the provisions of this Agreement shall be made against either Party, except on the basis of a written instrument executed by or on behalf of such Party. This Agreement may be modified only by means of duly-approved written agreement executed and delivered by both Parties.

**Section 10.2 Waiver.** The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver by such Party of any preceding or subsequent breach of the same or any other provision of this Agreement.

**Section 10.3 Construction of Agreement—Legal Representation.** This Agreement shall not be construed in favor of or against either Party based on whether the Party or its legal counsel prepared some or all of this Agreement, but shall be construed as if both Parties prepared this Agreement. Each Party acknowledges that, in connection with this Agreement, it has been represented by counsel of its own choice. Neither Party shall be deemed or construed to have relied on any legal advice from the other Party or its legal counsel regarding the subject matter or content of this Agreement. Both Parties acknowledge that they understand the terms and conditions of this Agreement and that they sign the same freely. Neither the District nor Seller shall deny the enforceability of any provision of this Agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition. This Agreement and any ambiguities or uncertainties contained in this Agreement shall be equally and fairly interpreted for the benefit of and against all Parties to this Agreement and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

**Section 10.4 Relationship of the Parties.** The relationship of the Parties to this Agreement shall be solely that of independent contracting entities, and nothing herein contained shall be construed otherwise.

**Section 10.5 Not for Benefit of Third Parties.** This Agreement and every provision hereof are for the exclusive benefit of the Parties to this Agreement and not for the benefit of any third party.

**Section 10.6 Assignment.** This Agreement shall be binding on the Parties and their respective duly-authorized heirs, successors, representatives and assigns; provided however, the District may not prior to Close of Escrow assign any of its rights and duties hereunder to any entity or nominate any entity to take title to the Property without the express prior written consent of Seller, which may be withheld in Seller's sole and subjective discretion. Seller shall retain the ability to assign this Agreement, in Seller's sole and absolute discretion and without the consent of the District, if, prior to Close of Escrow, the Seller sells the Property to the intended assignee.

**Section 10.7 Survival of Terms.** All warranties, representations, covenants and conditions contained herein, and all other provisions that expressly or by their nature are intended to survive, shall survive the Close of Escrow and/or termination of this Agreement, in each case, for a period equal to the applicable statute of limitation.

**Section 10.8 Headings and References.** The headings and captions of this Agreement are for purposes of reference only and shall not be deemed or construed to limit or define the meaning of the provisions of this Agreement. All uses of the words "Part," "Section" and "Subsection" in this Agreement, whether in the singular or plural sense, are references to parts, sections and subsections of this Agreement, unless otherwise specified.

**Section 10.9 Notices.** All notices, demands and other communications given or required to be given pursuant to this Agreement (each a "Notice") shall be in writing, duly addressed as indicated below, and given by personal delivery (signature on return receipt required), registered or certified mail (postage prepaid and return receipt requested), or Federal Express or other reliable private express delivery (signature on electronic or other return receipt required). A Notice shall be deemed given or served only upon actual receipt by the addressee. However, if any Notice is delivered after 4:00 p.m. on any weekday, on a weekend (Saturday or Sunday), on any federal or State holiday, or on any District furlough day mandated by the State or the Board of Education of the District, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day. Any Party or its legal counsel specified below may, for purposes of Notices, change its address, or other contact information by giving Notice in the manner specified in this Section. This Section shall not be deemed or construed to apply to day-to-day communications between the Parties for purposes of administering this Agreement or to service of process in accordance with any applicable law or rule of court. A copy of each Notice sent to a Party must also be sent to that Party's legal counsel. Notices shall, as applicable, be addressed as follows:

To the District:

Chula Vista Elementary School District  
Attention: Mr. Oscar Esquivel  
84 East J Street  
Chula Vista, CA 91910

To Seller:

Homefed Village III Master, LLC  
Attention: Curt Smith  
1903 Wright Place, Suite 220  
Carlsbad, CA 92008

To District Legal Counsel:

Bowie, Arneson, Wiles & Giannone  
Attention: Brian W. Smith  
4920 Campus Drive  
Newport Beach, CA 92660

To Seller's Legal Counsel:

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

To Escrow Holder:

Renee Marshall  
Chicago Title Company  
701 B Street, Suite 1120  
San Diego, CA 92101  
(619) 230-6356

**Section 10.10 Incorporation of Recitals and Exhibits.** Each Recital set forth on page 1 of this Agreement and each Exhibit attached hereto and referred to herein is hereby incorporated as an effective and operative part of this Agreement.

**Section 10.11 Severability.** If any part, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement is determined by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

**Section 10.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

**Section 10.13 Time of Essence.** Time shall be of the essence with respect to the obligations of the Parties hereunder.

**Section 10.14 Meaning of Terms.** When necessary herein, all terms used in the singular shall apply to the plural, and *vice versa*; and all terms used in the masculine shall apply to the neuter and feminine genders.

**Section 10.15 Counting of Days.** Each reference in this Agreement to a period of "days" shall be deemed and construed to mean a period of consecutive days. For all purposes of this Agreement, the term "business day" shall mean any day that is not any of the following: (i) a Saturday or Sunday; (ii) a federal or State holiday; or (iii) a State- or District-mandated furlough day with respect to the District's administrative personnel.

**Section 10.16 Confidentiality.** Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with State law or otherwise. However, the District acknowledges that during the course of its "due diligence" investigation of the Property, the Seller may provide to the District confidential and proprietary information regarding the Property, including, but not limited to, the information contained in the documents to be delivered to the District pursuant to Section 5.2 of this Agreement ("collectively the "Confidential Information"). The District hereby agrees, except as otherwise required by any applicable law, rule or regulation, not to disclose the Confidential Information to any person or entity at any time, save and except for the District's attorneys and consultants (the "District Advisors"), and then only to the extent necessary for the District to evaluate whether to acquire the Property. The District shall advise the District Advisors of the confidentiality of the Confidential Information and shall instruct the District Advisors not to disclose same to any individual or entity in violation of the requirements of this Section. The District shall only use the Confidential Information for the purpose of evaluating the Property and approving the Village 3 School. For purposes of this Agreement, Confidential Information shall mean information and documentation provided by Seller to the District that the Seller identifies as Confidential Information, but does not include information that is in the public domain or that the District or any of the District Advisors obtained or developed independently of Confidential Information provided by the Seller. In the event this Agreement terminates for any reason prior to Close of Escrow, and except as provided by law, the District shall return all Confidential Information to Seller and/or destroy any copies of same in the District's possession. The provisions of this Section 10.16 shall survive Close of Escrow and/or the termination of this Agreement.

**Section 10.17 Cooperation.** The District agrees upon the request of Seller to cooperate with Seller, to the extent reasonable, in connection with the tax treatment of this and related transactions by

and between the District and Seller (and /or its affiliates), provided that: (i) the District shall incur no costs or liability in connection therewith; and (ii) the Close of Escrow is not delayed as a result of such request.

**Section 10.18 Due Authority.** Each person that signed this Agreement on behalf of a Party hereby represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

**IN WITNESS OF THE FOREGOING**, the Parties have executed this Agreement, as evidenced by the signatures below of their respective duly-authorized representatives.

*Chula Vista Elementary School District*

*Homefed Village III Master, LLC*

By: \_\_\_\_\_  
Oscar Esquivel, Assistant Superintendent,  
Business Services & Support

By: \_\_\_\_\_  
Paul Borden, President

**Approved as to form:**

By: Bowie, Arneson, Wiles & Giannone,  
Attorneys for the Chula Vista Elementary  
School District

By: \_\_\_\_\_  
Brian W. Smith, Legal Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

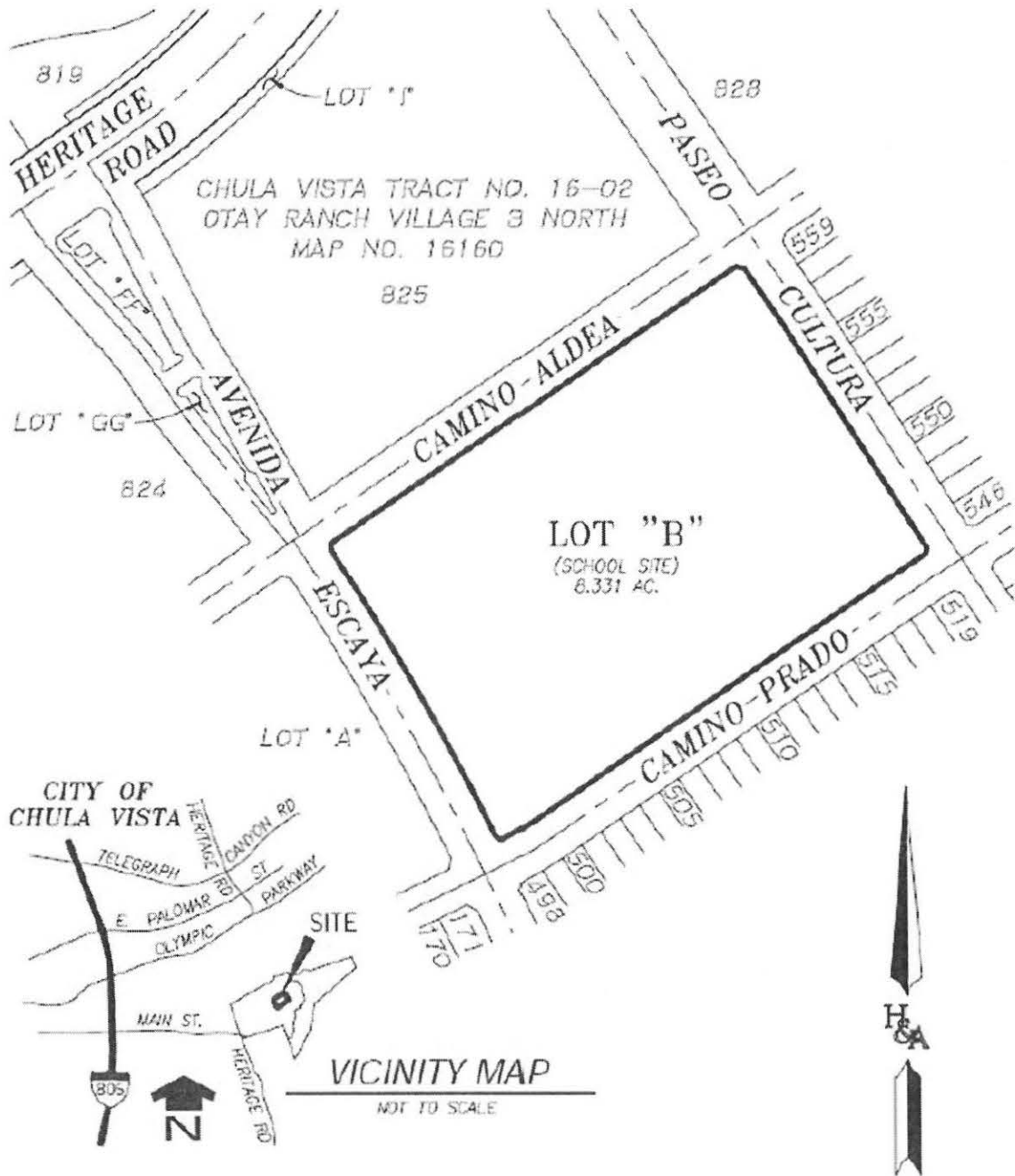
Real property in the City of Chula Vista, County of San Diego, State of California, described as follows:

LOT B OF CHULA VISTA TRACT NO. 16-02 IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16160 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 21, 2016.

APN: 644-388-74-00

EXHIBIT B

DEPICTION OF PROPERTY





**EXHIBIT C**

**SPECIAL LIMITED-OBLIGATION STATE FUNDING NOTE  
FOR THE VILLAGE 3 SCHOOL SITE**

This Special Limited-Obligation State Funding Note for the Village 3 School Site ("Special State Funding Note") is made and issued, effective as of *[insert date]* by the Chula Vista Elementary School District ("District"), a public school district organized and existing pursuant to California law, to Homefed Village III Master, LLC ("Developer"), a Delaware limited liability company. The District and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Parties entered into that certain agreement entitled "Purchase Agreement and Escrow Instructions for Village 3 School Site" and dated March 8, 2017 ("Purchase Agreement"). The Purchase Agreement provides for acquisition by the District of a site within Village 3 of the Otay Ranch development project ("Otay Ranch") that the District intends to use as the site for construction of an elementary school ("Village 3 School Site"). The purpose of this Special State Funding Note is to implement the intent of the Parties, as set forth in the Purchase Agreement, to provide for payment of some or all of the purchase price for the Village 3 School Site ("Purchase Price") on the terms set forth herein.

B. As set forth in the Purchase Agreement, and for purposes of closing escrow on the conveyance of the Village 3 School Site to the District ("Escrow"), the District satisfied its obligation to pay the Purchase Price by: (i) payment to the Developer, through Escrow, of certain site acquisition and construction funds provided by the State of California as described in the Purchase Agreement ("State Funding"), if any; and (ii) issuance to Developer, through Escrow, of this Special State Funding Note. The remaining balance of the Purchase Price payable to the Developer upon Close of Escrow ("Remaining Balance") is \$ \_\_\_\_\_. Thus, the District has issued this Special State Funding Note in an initial amount equal to the Remaining Balance.

C. Prior to issuance of this Special State Funding Note, and in accordance with the requirements of the Leroy F. Greene School Facilities Act of 1998 ("SFP") and the regulations of the State Allocation Board ("SAB") implementing the SFP (collectively, the "State Funding Program"), the District submitted applications to the Office of Public School Construction ("OPSC") for approval by the SAB of State Funding for: (i) the Enrique S. Camarena Elementary School ("Camarena"), which the District has constructed in Village 11 of Otay Ranch; and (ii) the Saburo Muraoka Elementary School ("Muraoka"), which the District is constructing in Village 2 of Otay Ranch. At an appropriate time, the District will submit to the OPSC, in accordance with the State Funding Program requirements, an application for approval by the SAB of State Funding for the elementary school to be constructed on the Village 3 School Site ("Village 3 School"). To the extent provided in the Purchase Agreement and herein, the District shall use any and all State Funding that the District receives from the State of California subsequent to close of the Escrow and that is attributable to Camarena, Muraoka and/or the Village 3 School (collectively, the "Dedicated State Funding"), to pay the Remaining Balance to the Developer.

D. The District intends that, upon issuance and delivery of this Special State Funding Note, it shall become a binding and enforceable obligation of the District. This Special State Funding Note creates a special, and not a general, obligation of the District.

*Now therefore*, based on the foregoing, the District determines, states and agrees as follows:

**Section 1. Priority Right to Funding.** This Special State Funding Note constitutes a grant to Developer, based on adequate consideration received by the District, of a priority right, as provided herein, to the Dedicated State Funding that the District receives from the State of California. Such first-priority right shall be for an amount not in excess of the Remaining Balance, and, for avoidance of doubt, no interest shall accrue on the Remaining Balance.

**Section 2. Payment of Funding.** Not later than twenty days following deposit by the State of California of any Dedicated State Funding into the District's "County School Facilities Fund," however denominated, established pursuant to Education Code Section 17070.43, and prior to paying any other amounts using the Dedicated State Funding, the District shall issue a warrant to the Developer for payment of all such Dedicated State Funding to the Developer; provided that no payment amount shall exceed the then-unpaid portion of the Remaining Balance. For such purposes, the San Diego County Office of Education ("SDCOE") and the San Diego County Treasurer-Tax Collector ("County Treasurer") shall consider this Special State Funding Note to constitute irrevocable instructions to pay to the Developer, from time to time and in accordance with the terms set forth herein, such amounts of Dedicated State Funding that, in total, do not exceed the Remaining Balance. Prior to making any such payment to Developer, SDCOE may, as it deems necessary, verify any fact(s) related to the Developer's first-priority right to payment of Dedicated State Funding and/or this Special State Funding Note, or may require additional documentation as reasonably required, including, without limitation, documentation supporting the warrant issued by the District. Subject to the foregoing, SDCOE and the County Treasurer shall, as soon as reasonably possible, pay to Developer any and all Dedicated State Funding in the County School Facilities Fund in a total amount up to, but not in excess of, the Remaining Balance.

**Section 3. Enforceable Obligation.** The first-priority right to Dedicated State Funding hereby granted to Developer, in an amount not to exceed the Remaining Balance, is an enforceable obligation of the District, which Developer may enforce in its discretion, including by means of any special or equitable proceeding. The obligation of the District set forth herein shall be construed as requiring that the District must pay all or a portion of the amount specified herein only after receipt of Dedicated State Funding as provided in Section 2, only from such Dedicated State Funding, and subject to the terms and conditions set forth herein. In the event the State of California does not deposit any Dedicated State Funding into the District's County School Facilities Fund, or deposits a total amount that is not sufficient to fully pay the Remaining Balance, the District shall have no obligation pursuant to this Special State Funding Note to pay any portion of the Remaining Balance or any interest thereon from the general or other funds held or received by the District.

**Section 4. Payment Using Other Funds.** In the event the District pays all or any portion of the Remaining Balance to Developer using other than Dedicated State Funding as provided herein, the portion of the Remaining Balance payable pursuant to this Special State Funding Note shall be reduced commensurately.

**Section 5. Assignment.** Subject to all provisions of the Purchase Agreement, Developer, in its sole discretion, may assign any or all of its rights or obligations pursuant to this Special State Funding Note. Any such assignment shall be effective thirty days after written notice from the Developer (and only from the Developer) to the District. The District's obligations pursuant to this Special State Funding Note may be delegated to another public school district, to the extent the territory of the District that

includes any of Camarena, Muraoka or the Village 3 School is subject to a school district reorganization pursuant to Education Code Section 35500 *et seq.* and/or Education Code Section 35700 *et seq.* that transfers the territory to such other school district.

**Section 6. Not Debt of the District.** Pursuant to the Purchase Agreement, the District is obligated to pay the amount specified herein to Developer, on the terms and conditions set forth herein, only as a special obligation of the District if and when it receives Dedicated State Funding as described herein, and only from Dedicated State Funding and not from any general or other funds of the District. The District is not required, and hereby denies any claim that it has committed, or has agreed to commit to expend any District general or other funds for the purpose of paying the obligation evidenced by this Special State Funding Note. In addition, the District shall not be required to appropriate any general or other funds on any annual or other basis for payment of the obligation evidenced by this Special State Funding Note. This Special State Funding Note creates a special, and not a general, obligation of the District. The full extent of the District's obligation pursuant to this Special State Funding Note shall be to pay to Developer up to an amount equal to the Remaining Balance, subject to Section 4 herein, and only after Dedicated State Funding has been allocated to the District and deposited into the District's County School Facilities Fund. Therefore, notwithstanding that this document is entitled "Special Limited-Obligation State Funding Note," the first-priority right granted herein does not establish a debt of the District in violation of constitutional, statutory or other prohibitions.

*Wherefore*, this Special State Funding Note is hereby executed and issued by the duly authorized representative of the District pursuant to authority granted by its Board of Education.

*Chula Vista Elementary School District*

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

Oscar Esquivel, Assistant Superintendent,  
Business Services & Support

EXHIBIT D

MITIGATION CREDIT CERTIFICATE  
FOR THE VILLAGE 3 SCHOOL SITE

Issue Date: [Insert Date]

Initial Stated Value: [Insert initial credit amount]

**Section 1. Issuance.** Pursuant to the terms of that certain agreement entitled "Purchase Agreement and Escrow Instructions for Village 3 School Site" and dated March 8, 2017 ("Purchase Agreement"), the Chula Vista Elementary School District ("District") hereby issues this Mitigation Credit Certificate for the Village 3 School Site ("Certificate") to Homefed Village III Master, LLC, a Delaware limited liability company ("Credit Holder"), for purposes of evidencing the non-interest-bearing mitigation credits in the initial dollar amount stated above ("Mitigation Credit").

**Section 2. General.** As provided herein, and subject to the applicable terms of the Purchase Agreement, the Credit Holder may redeem the Mitigation Credit evidenced by this Certificate, on a dollar-for-dollar basis and subject to the terms herein, in lieu of paying to the District any mitigation payments, statutory fees or other charges, or other applicable amounts in connection with residential, age-restricted residential, commercial, industrial and/or other construction (each a "Mitigation Obligation"). However, the Mitigation Credit evidenced by this Certificate may be redeemed to satisfy the Mitigation Obligation solely for construction that occurs within the boundaries of both the Otay Ranch development project (as depicted in Exhibit F of the Purchase Agreement) and the District ("Otay Ranch"). The Mitigation Obligation for construction that is to occur within Village 3 of Otay Ranch shall be determined in accordance with that certain "School Facilities Mitigation Agreement" dated March 8, 2017. The Mitigation Credit evidenced by this Certificate shall not expire or be canceled, and it may in no event be redeemed for cash. The Mitigation Credit available pursuant to this Certificate as of any particular time ("Credit Balance") shall be set forth on the then-applicable "Attachment Sheet" attached to this Certificate.

**Section 3. Redemption Process.** To redeem all or any portion of the Mitigation Credit evidenced by this Certificate, the Credit Holder must present this Certificate to the District and, with respect to the construction for which the Credit Holder is then seeking building permits from the County of San Diego ("County"), the City of Chula Vista ("City") or other governmental entity with authority to issue such building permits ("Building Official"), the Credit Holder must provide to the District such building permit application or other documentation issued or acknowledged by the Building Official as adequately evidences:

- (i) The specific assessor parcel numbers and the total square feet of "assessable space," as presently defined in Government Code Section 65995(b)(1), for residential and age-restricted residential construction; and
- (ii) The specific assessor parcel numbers and total "chargeable covered and enclosed space," as presently defined in Government Code Section 65995(b)(2), for commercial, industrial and other construction.

**Section 4. Issuance of Certificates of Compliance.** Upon receipt of the documentation specified in Section 3 of this Certificate, and to the extent of the then-existing Credit Balance, the District shall:

- (i) Issue the certification required by the Building Official as a condition to the issuance of the building permits for the construction identified pursuant to Section 3 herein (each a "Certificate of Compliance" or "COC");
- (ii) Reduce the Credit Balance, as indicated on the applicable Attachment Sheet, by the amount of the Mitigation Obligation for such construction;
- (iii) Make a copy of this Certificate for the District's records; and
- (iv) Return the Mitigation Credit Certificate to the Credit Holder.

**Section 5. Conveyance of Credit.** To the extent of available Mitigation Credit evidenced by this Certificate, the Credit Holder may sell, convey, transfer or assign this Certificate, in whole or in part, to any other party that intends to develop property within Otay Ranch (each a "Conveyance"). A Conveyance shall be effective, with respect to the ability of a transferee to redeem the Mitigation Credit so conveyed, upon receipt by the District of written notice of the Conveyance sent by the Credit Holder and not any other party. If a Conveyance relates to only a portion of the Mitigation Credit evidenced by this Certificate, then, upon surrender of this Certificate by the Credit Holder, the District shall: (i) reduce the Mitigation Credit hereby available by the amount of Mitigation Credit conveyed to the transferee; (ii) return this Certificate (with reduced Credit Balance) to the Credit Holder; and (iii) provide to the transferee a certificate, in substantially the same form as this Certificate, evidencing the Mitigation Credit conveyed to the transferee.

**Section 6. Enforcement.** This Certificate shall be enforceable in accordance with all applicable provisions of the Purchase Agreement, including, without limitation, the dispute resolution provisions of the Purchase Agreement.

*In Witness Whereof*, District has executed this Certificate, as evidenced by the following signature of its duly authorized representative.

*Chula Vista Elementary School District*

By: \_\_\_\_\_  
Oscar Esquivel, Assistant Superintendent,  
Business Services and Support



*Chula Vista Elementary School District  
ATTACHMENT SHEET TO MITIGATION CREDIT CERTIFICATE*

*Issued pursuant to "Purchase Agreement and Escrow Instructions for Village 3 School Site" dated March 8, 2017*

Credit Holder	COC Number	COC Issue Date	Credit Used (\$)	Credit Balance (\$)	District Acknowledgement
Homefed Village III Master, LLC	-----	-----	-----	[insert initial amount]	

**Attachment Sheet No. 1**

**Note:** Prior to using the following Attachment Page, make at least one additional copy (blank) for future use.

*Chula Vista Elementary School District  
ATTACHMENT SHEET TO MITIGATION CREDIT CERTIFICATE*

*Issued pursuant to "Purchase Agreement and Escrow Instructions for Village 3 School Site" dated March 8, 2017*

Credit Holder	COC Number	COC Issue Date	Credit Used (\$)	Credit Balance (\$)	District Acknowledgement
Homefed Village III Master, LLC					



Attachment Sheet No. \_\_\_\_ of \_\_\_\_

Page 39 of 51  
Agenda Item 7.C.  
March 8, 2017



EXHIBIT E

SPECIAL LIMITED-OBLIGATION CFD TAX FUNDING NOTE  
FOR THE VILLAGE 3 SCHOOL SITE

The Chula Vista Elementary School District, a public school district organized and existing pursuant to California law, makes and issues this Special Limited-Obligation CFD Tax Funding Note for the Village 3 School Site ("Special CFD Tax Funding Note"), effective as of December 20, 2020, on behalf of itself and each of the "Designated CFDs" described in Section 1 herein, to the order of Homefed Village III Master, LLC ("Developer"), a Delaware limited liability company. The District and Developer may be referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. The Parties entered into an agreement dated March 8, 2017, and entitled "Purchase Agreement and Escrow Instructions for Village 3 School Site" ("Purchase Agreement"). The Purchase Agreement provides for acquisition by the District of a site within Village 3 of the Otay Ranch development project ("Otay Ranch") that the District intends to use as the site for construction of an elementary school ("Village 3 School Site"). The purpose of this Special State Funding Note is to implement the intent of the Parties, as set forth in the Purchase Agreement, to provide for payment of some or all of the purchase price for the Village 3 School Site ("Purchase Price") on the terms set forth herein.

B. As provided by the Purchase Agreement, the District issued this non-interest bearing Special CFD Tax Funding Note because the total of all prior payments from the District to the Developer on account of the Purchase Price were insufficient to fully pay the Purchase Price. The remaining balance of the Purchase Price payable to the Developer upon issuance of this Special CFD Tax Funding Note is \$\_\_\_\_\_ ("Outstanding Balance"). Therefore, in accordance with the Purchase Agreement, the District has issued this Special CFD Tax Funding Note in the amount of the Outstanding Balance. In no event shall the Outstanding Balance be subject to accrual of interest pursuant to this Special CFD Tax Funding Note.

C. The District intends that, upon issuance and delivery of this Special CFD Tax Funding Note, it shall become a binding and enforceable obligation of the District. This Special CFD Tax Funding Note creates a special, and not a general, obligation of the District.

*Now therefore*, based on the foregoing, the District determines, states and agrees as follows:

**Section 1. Sources of Payment Funding.** Without limiting anything else in this Special CFD Tax Funding Note, the Outstanding Balance shall be payable pursuant to this Special CFD Tax Funding Note solely from funding described herein that is provided by the Community Facilities Districts (each a "CFD") that the District has established over and for territory that is within Otay Ranch and the District's boundaries ("Designated CFDs"). The Designated CFDs presently include: (i) CFD No. 6, which covers portions of Villages 1 and 5 of Otay Ranch; (ii) CFD No. 11, which covers portions of Villages 1, 5, and 7 of Otay Ranch; (iii) CFD No. 12, which covers a portion of Village 1 of Otay Ranch; (iv) CFD No. 14, which covers a portion of Village 11 of Otay Ranch; (v) CFD No. 15, which covers a portion of Village 6 of Otay Ranch; (vi) CFD No. 17, which covers portions of Villages 2 and 7 of Otay Ranch; (vii) CFD No. 18, which covers the Eastern Urban Center of Otay Ranch; and (viii) CFD No. 19, which covers a portion of Village 2 of Otay Ranch. The District presently intends to establish CFD No. 20 over a portion of Village 3 of Otay

Ranch and, upon becoming validly established, CFD No. 20 will be one of the Designated CFDs. To the extent consistent with any applicable mitigation agreement, "Rate and Method of Allocation of Special Tax" or other applicable documentation, any and all other CFDs that the District subsequently establishes over any territory within Otay Ranch shall each be one of the Designated CFDs.

**Section 2. Special Taxes Dedicated to Payment of Note.** The Outstanding Balance shall be payable pursuant to this Special CFD Tax Note solely from the special taxes of the Designated CFDs that are levied and collected at any time after Fiscal Year 2017-18, and that are left over after payment of: (i) any and all debt service with respect to indebtedness incurred prior to January 1, 2017, by or with respect to the Designated CFDs (including, without limitation, obligations to pay lease and/or certificates of participation payment obligations satisfied using such special taxes); (ii) administrative expenses incurred by or for the Designated CFDs; and (iii) other obligations for which such special taxes were contractually committed prior to January 1, 2017 ("Dedicated Special Taxes"). Notwithstanding anything to the contrary, the Dedicated Special Taxes shall not include any special taxes of the Designated CFDs to the extent the District uses the special taxes to secure or pay the debt service for bonds or other debt issued on or after January 1, 2017, specifically to obtain funds for payment of some or all of the construction cost of the elementary school to be constructed on the Village 3 School Site ("Village 3 School") or to pay some or all of the Purchase Price.

**Section 3. Priority Right to Dedicated Special Taxes.** This Special CFD Tax Funding Note constitutes a grant to Developer, based on adequate consideration received by the District and subject to the provisions herein, of a priority right to any and all Dedicated Special Taxes received by the District, up to a total cumulative amount equal to the initial Outstanding Balance. Notwithstanding the foregoing, the Outstanding Balance payable pursuant to this Special CFD Tax Funding Note shall be reduced by the total of any and all compensation received by the Developer on account of the Purchase Price subsequent to issuance of this Special CFD Tax Funding Note, whether pursuant to the Special State Funding Note (defined in the Purchase Agreement), the Mitigation Credit Certificate (defined in the Purchase Agreement), or otherwise. Each trustee or holding agent pursuant to any indenture or similar agreement applicable to the Dedicated Special Taxes ("Paying Agent") shall consider this Special CFD Tax Funding Note to constitute irrevocable instructions to pay to the Developer from time to time any and all Dedicated Special Taxes held by the Paying Agent, up to but not in excess of the then-current Outstanding Balance. Prior to making each such payment, the Paying Agent shall obtain written approval from the District of the payment amount.

**Section 4. Payment of Outstanding Balance.** Twice in each fiscal year, within sixty days following deposit of semi-annual payments of the special taxes of the Designated CFDs into an applicable account with the Paying Agents (each a "CFD Account"), and until such time as the Developer has been compensated in the full amount of the Outstanding Balance, the District shall determine whether any Dedicated Special Taxes are available for payment of the Outstanding Balance. To the extent of such available Dedicated Special Taxes, the District shall direct the applicable Paying Agent(s) to pay the Dedicated Special Taxes to the Developer, provided that the total cumulative amount of such payments shall not exceed the initial Outstanding Balance. A Paying Agent, as he or she deems necessary, may verify any facts related to the first-priority right granted herein or the issuance of payment as provided herein, or, to the extent reasonable, may require additional documentation, prior to actually making any payment to the Developer. In each case that the District pays any Dedicated Special Taxes to the Developer, the Outstanding Balance payable pursuant to this Special CFD Tax Funding Note shall be reduced by an amount equal to such payment. In the event no Dedicated Special Taxes are deposited into the CFD Accounts, or the amount of such Dedicated Special Taxes available in the CFD Accounts are insufficient to pay the full amount of the Outstanding Balance, the District shall

have no obligation pursuant to this Special CFD Tax Funding Note to pay the Outstanding Balance, whether from the general or other funds held or received by the District.

**Section 5. Enforceable Obligation.** This Special CFD Tax Funding Note shall be enforceable in accordance with all applicable provisions of the Purchase Agreement, including, without limitation, the dispute resolution provisions of the Purchase Agreement.

**Section 6. Assignment.** Subject to all provisions of the Purchase Agreement, Developer, in its sole discretion, may assign any or all of its rights pursuant to this Special CFD Tax Funding Note. Any such assignment shall be effective only upon written notice from the Developer, and only from the Developer, to the District. The District's obligations pursuant to this Special CFD Tax Funding Note may be delegated to another public school district in the event the territory of the District that contains the Village 3 School is subject to a school district reorganization pursuant to Education Code Section 35500 *et seq.* and/or Education Code Section 35700 *et seq.* that transfers the Village 3 School Site (and, if construction has commenced, the Village 3 School to such public school district.

**Section 7. Not Debt of the District.** Pursuant to the Purchase Agreement, the District is obligated to pay the amount specified herein to Developer, on the terms and conditions set forth herein, only as a special obligation of the District if and when Dedicated Special Taxes are deposited into applicable CFD Accounts as described herein, and only from such Dedicated Special Taxes and not from any general or other funds of the District. The District shall not be required, and hereby denies any claim that it has committed or agreed to commit, pursuant to the Purchase Agreement or otherwise, to expend any District general or other funds for the purpose of paying any portion of the Outstanding Balance. In addition, the District shall not be required to appropriate any general or other funds on any annual or other basis for payment of any portion of the Outstanding Balance. This Special CFD Tax Funding Note creates a special, and not a general, obligation of the District. The full extent of the District's obligation pursuant to this Special CFD Tax Funding Note shall be to pay to Developer up to an total cumulative amount equal to the initial Outstanding Balance, only after Dedicated Special Taxes have been deposited into an applicable CFD Account. Therefore, notwithstanding that this document is entitled "Special Limited-Obligation CFD Tax Funding Note," the priority right to payment granted herein does not establish a debt of the District for constitutional, statutory or other purposes.

**Wherefore,** this Special CFD Tax Funding Note is hereby executed and issued by the duly authorized representative of the District pursuant to authority granted by its Board of Education.

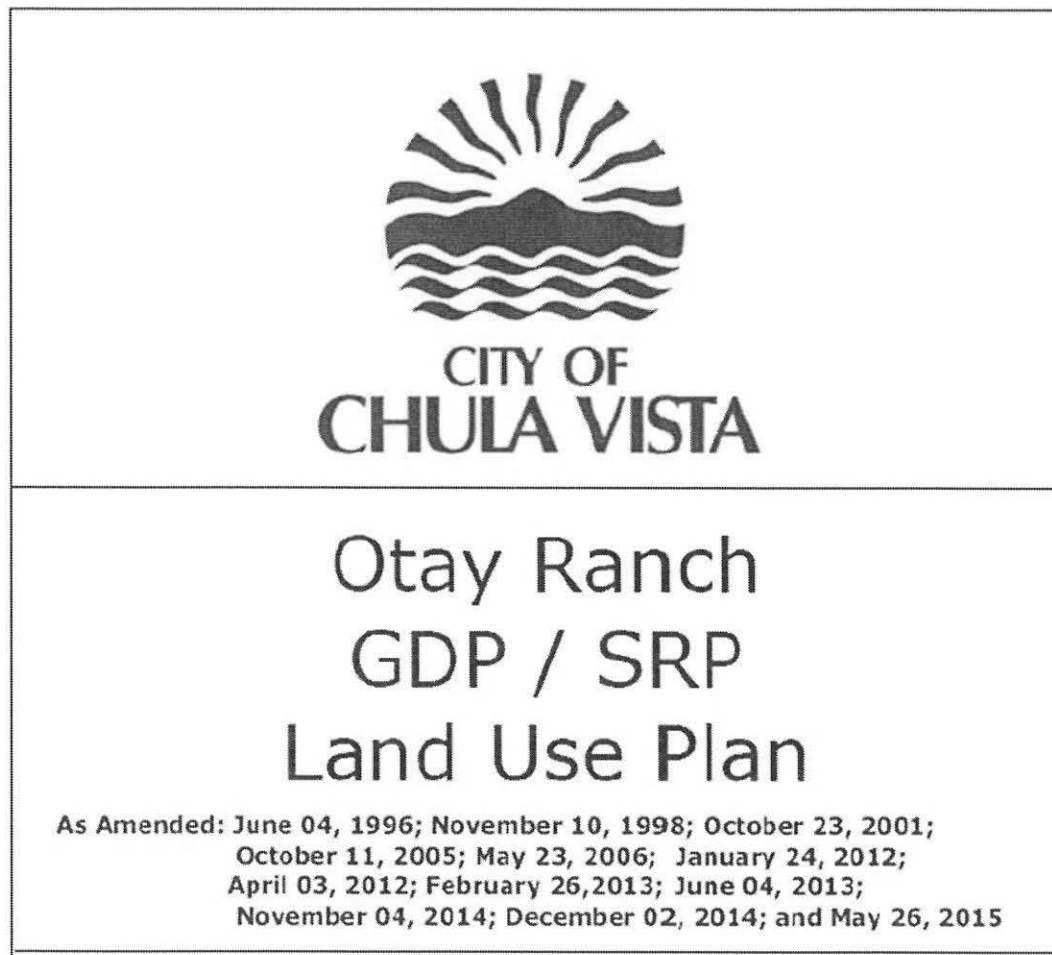
*Chula Vista Elementary School District*

By: \_\_\_\_\_  
Oscar Esquivel, Assistant Superintendent,  
Business Services & Support

EXHIBIT F

DEPICTION OF OTAY RANCH

The scale of the depiction of Otay Ranch set forth in this Exhibit F is such that the depiction cannot be reproduced with clarity in this Exhibit F. Therefore, the caption of the depiction is separately set forth below in order to specifically identify the depiction set forth on Page F-2 of this Exhibit F.



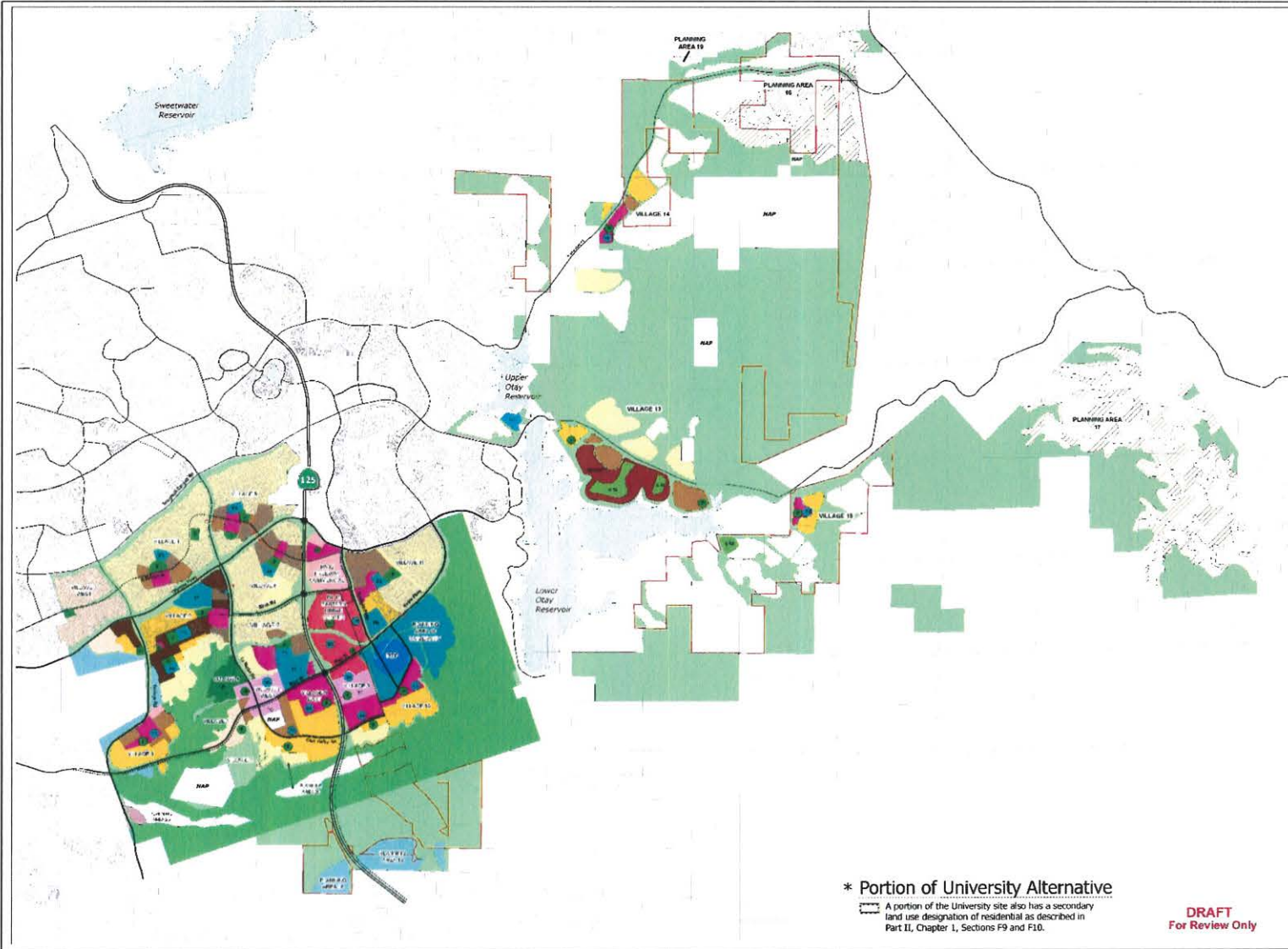




### Otay Ranch GDP / SRP Land Use Plan

As Amended: June 24, 1998, December 15, 1998, October 23, 2001,  
January 11, 2004, May 11, 2006, December 16, 2007,  
April 07, 2010, February 14, 2013, June 04, 2015,  
November 03, 2014, December 01, 2016 and May 19, 2017

- Legend**
- Residential**
- Very Low Density Residential (VL)
  - Low Density Residential (L)
  - Low Medium Density Residential (LM)
  - Low Medium Village (Density Residential) (LMV)
  - Medium Density Residential (M)
  - Medium High Density Residential (MH)
  - High Density Residential (H)
- Special Planning Area/ Commercial**
- Traditional Commercial (TC)
  - Office (O)
  - Mixed Use Commercial (MUC)
  - Mixed Use (MU)
  - Town Center (TC)
  - Custom Urban Center (CUC)
  - University\*
  - Regional Technology Park (RTP)
- Industrial**
- Research & Limited Industrial
- Public/ Open Space/ Other**
- Public or Quasi-Public (PQ)
  - Resort (RES)
  - Conservation Resource Study Area (CRSA)
  - Open Space
  - Parks & Recreation
  - Special Governance Center (SGC)
  - Active Recreation
  - Chula Vista Open Space Preserve
  - Limited Development Area
- Infrastructure**
- SR 125 (Full Road)
  - Elementary School
  - Middle School
  - High School
  - Fire Station
  - Park
  - Trunk Corridor
  - Pedestrian Bridge
  - Access to P&U
  - Areas Acquired for Open Space



**\* Portion of University Alternative**  
 A portion of the University site also has a secondary land use designation of residential as described in Part II, Chapter 1, Sections F9 and F10.

**DRAFT  
For Review Only**

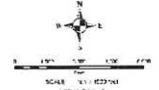


EXHIBIT G

ACKNOWLEDGEMENT OF ESCROW OFFICER

Seller: Homefed Village III Master, LLC

Buyer: Chula Vista Elementary School District

Agreement: Purchase Agreement and Escrow Instructions for Village 3 Elementary School Site

Agreement Date: March 8, 2017

Escrow Number: \_\_\_\_\_

Escrow Opening Date: \_\_\_\_\_

The undersigned is a duly-authorized representative of the Chicago Title Company, which is identified in the Agreement referenced above as the "Escrow Holder." The undersigned has received a copy of the fully-executed Agreement and, in accordance therewith, hereby states that Chicago Title Company: (i) agrees to act as Escrow Holder in accordance with the Agreement; (ii) has opened an escrow to facilitate the transaction contemplated by the Agreement, and the Escrow Number for that escrow is specified above; and (iii) opened such escrow on the date specified above.

CHICAGO TITLE COMPANY

By: \_\_\_\_\_  
Renee Marshall, Escrow Officer

Date Signed: \_\_\_\_\_

EXHIBIT H  
FORM OF GRANT DEED

Recording Requested By and When  
Recorded Mail this Grant Deed  
And All Tax Statements To:

Chula Vista Elementary School District  
Attn: Asst. Superintendent, Business  
84 East J Street  
Chula Vista, California 91910

Space above for Recorder's use only.  
Exempt from recording fee pursuant to Gov. Code § 6103.  
Exempt from documentary transfer tax pursuant to Rev. and Tax. Code § 11922.

CERTIFICATION OF ACCEPTANCE: This is to certify that the interest in real property conveyed by this deed is hereby accepted by the undersigned on behalf of the Board of Education of the Chula Vista Elementary School District pursuant to authority conferred by Resolution No. \_\_\_\_\_ adopted by said Board on March 8, 2017, and the Grantee consents to recording hereof by the undersigned, duly authorized officer.

By: \_\_\_\_\_  
Oscar Esquivel, Assistant Superintendent,  
Business Services & Support

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Homefed Village III Master, LLC ("Grantor"), a Delaware limited liability company, hereby grants to the Chula Vista Elementary School District ("Grantee"), a public school district organized and existing pursuant to California law, that certain real property located in the City of Chula Vista, County of San Diego, State of California, as is described in Exhibit "A" attached hereto, and Exhibit A is incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as evidenced by the signature, below, of its duly-authorized representative.

HOMEFED VILLAGE III MASTER, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Paul Borden, President

SIGNATURE MUST BE NOTARIZED



EXHIBIT "A" TO GRANT DEED

Real property in the City of Chula Vista, County of San Diego, State of California, described as follows:

LOT B OF CHULA VISTA TRACT NO. 16-02 IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16160 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 21, 2016.

APN: 644-388-74-00

Exhibit

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

STATE OF CALIFORNIA )  
 )                    ss.  
COUNTY OF SAN DIEGO )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## EXHIBIT I

### REQUIREMENTS FOR ARBITRATION

**Section 1. Initiation of Arbitration.** In the event a Party desires to initiate arbitration pursuant to Section 9.5 of this Agreement, such Party may do so by sending written notice of the intention to arbitrate by registered or certified mail to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the Dispute; (ii) specify the dollar amount in dispute, if any; and (iii) specify the remedy sought from the other Party. With respect to any particular dispute or issue described in the applicable Notice of Default or Notice of Dispute, the Arbitration Notice must be served on the other Party not later than ninety (90) days following termination of informal attempts at dispute resolution pursuant to Section 9.4 of this Agreement, or the right to arbitrate or invoke any other remedies in connection with such dispute or issue, whether at law or equity, shall be deemed and construed as having been fully and forever waived and released.

**Section 2. Selection of Arbitrator.** Upon initiation of arbitration, the Parties shall attempt to agree as to the choice of the arbitrator who will arbitrate the Dispute ("Arbitrator") from among those listed on the AAA's panel of arbitrators. If a single Arbitrator is to hear and conduct the arbitration, and the Parties are unable to agree on an Arbitrator within a reasonable time, not in excess of thirty (30) days, after service of the Arbitration Notice, then: (i) the AAA, a reasonable time in advance of when the Parties are to select the Arbitrator, shall provide a list of five (5) arbitrators from its panel of arbitrators who are experienced and knowledgeable in the general subject matter of the Dispute; and (ii) each Party (taking turns with the other Party, and with the Party that initiated arbitration going first) may strike one (1) of the listed arbitrators until only one (1) arbitrator remains on the list; and (iii) the remaining arbitrator shall serve as the Arbitrator for purposes of the Dispute. If a panel of three (3) Arbitrators is to hear and conduct the arbitration, and the Parties are unable to agree on such Arbitrators within a reasonable time, not in excess of thirty (30) days, from service of the Arbitration Notice, then: (i) the AAA, a reasonable time in advance of when the Parties are to select the Arbitrators, shall provide a list of at least ten (10) arbitrators from its panel of arbitrators who are experienced and knowledgeable in the general subject matter of the Dispute; and (ii) each Party (taking turns with the other Party, and with the Party that initiated arbitration going first) may strike one (1) of the listed arbitrators until only three (3) arbitrators remain on the list; and (iii) the remaining three (3) arbitrators shall serve as the panel of Arbitrators for purposes of the Dispute.

**Section 3. Arbitration Submission Agreement.** Upon selection of the Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth: (i) procedures and rules to be followed in conducting the arbitration of the Dispute; (ii) the rights and responsibilities of the Parties in connection with the arbitration; and (iii) the rules for arbitration set forth in Section 4 of this Exhibit I.

**Section 4. Rules for Arbitration.** Each arbitration shall be subject to the following rules:

- (i) The arbitration hearing shall commence as soon as practicable, but in no event later than sixty (60) days from the effective date of the submission agreement;
- (ii) Discovery in aid of arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1;

- (iii) The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery to the extent reasonably related to the Dispute, but, upon request of a Party, the Arbitrator shall rule as to whether the other Party is abusing or has abused rights of discovery and, if so, shall impose appropriate evidentiary exclusions, limitations, sanctions or other requirements on such other Party as a result thereof;
- (iv) All applicable evidentiary privileges and the work-product doctrine shall be available for purposes of the arbitration and arbitration hearing, and shall not be deemed to have been waived by entering into this Agreement, by entering into the submission agreement, or by any conduct or actions of the Parties undertaken to facilitate the arbitration;
- (v) Not less than fourteen (14) days prior to commencement of the arbitration hearing, each Party must make a full disclosure to the other Party and the Arbitrator of: (1) all documents to be presented by such Party as evidence during the arbitration hearing; and (2) any witnesses to be called by such Party during the arbitration hearing;
- (vi) Except for purposes of impeachment, only documents and witnesses disclosed as provided in clause (v), above, may be presented and called during the arbitration hearing, or may be considered by the Arbitrator in reaching a decision;
- (vii) Not later than thirty (30) days after an arbitration hearing has commenced, the Arbitrator shall have completed the arbitration proceedings and issued a written statement of decision that explains the factual and legal bases for the decision, and shall have delivered such statement of decision concurrently to the Parties and their respective legal counsel via registered or certified U.S. mail, return receipt requested;
- (viii) The Arbitrator's statement of decision must adhere to and apply the substance of any and all applicable federal and State statutory, regulatory and decisional (case) law, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively;
- (ix) If the Arbitrator's statement of decision requires or contemplates performance by a Party as directed in the statement of decision, the arbitration shall be deemed continued and the Arbitrator shall retain jurisdiction for purposes of resolving any subsequent dispute between the Parties as to such performance;
- (x) If the Parties settle a Dispute prior to completion of the arbitration of the Dispute, the Parties may terminate the arbitration by providing joint written notice to the Arbitrator (and neither Party shall unreasonably refuse to provide, or delay providing, such notice), but a Party may unilaterally terminate the arbitration only by providing to the Arbitrator a copy of a written settlement agreement applicable to the Dispute that includes a provision for termination of the arbitration; and
- (xi) If a Party desires to file a petition to confirm, correct or vacate a decision of the Arbitrator, as permitted by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), then, notwithstanding anything else, the petition must be filed within thirty (30) days

following the receipt by the Party of the Arbitrator's statement of decision via registered or certified U.S. mail.

*Section 5. Costs of Arbitration.* Each Party shall be responsible for paying one-half (1/2) of the Arbitrator's fee and other costs of arbitration charged by AAA. Each Party shall be responsible for paying or shall otherwise bear its own costs in connection with arbitration, including, without limitation, attorneys' fees and expenses.

*Section 6. Conflicting Provisions.* In the event of a conflict between any provision of Section 9.5 of this Agreement and any provision of the AAA commercial arbitration rules, the provision in Section 9.5 of this Agreement shall govern. In the event of a conflict between any provision of the AAA commercial arbitration rules and any provision of this Exhibit I, the provision in this Exhibit I shall govern. In the event of a conflict between any provision of Section 9.5 of this Agreement and any provision of this Exhibit I, the provision in this Exhibit I shall govern.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and  
Support

**ITEM TITLE:**

Adopt Resolution of Intention to Establish Community Facilities District No. 20 and Authorizing Submittal of Levy of Special Taxes to the Qualified Electors

  X   Action

                   Information

**BACKGROUND INFORMATION:**

HomeFed Village III Master, LLC, (“HomeFed”) and related entities (collectively, the “Developer”) has requested that the Chula Vista Elementary School District (District) form proposed Community Facilities District No. 20 of the Chula Vista Elementary School District (“CFD No. 20”) to include certain real property located within Village 3 of Otay Ranch. CFD No. 20 would be formed pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Mello-Roos Act”). The real property within proposed CFD 20 is presently all owned by HomeFed or related entities. The community facilities district (“CFD”) is proposed to be designated as CFD No. 20 of the Chula Vista Elementary School District.

This Resolution states the intention of the Board of Education (“Board”) to establish CFD No. 20 and makes related findings and determinations. It identifies the boundaries of proposed CFD No. 20 and includes the preliminary Rate and Method of Apportionment of Special Taxes (“RMA”). The RMA indicates the basis on which taxes will be levied and collected within CFD No. 20 once it is formed, and the special taxes are authorized. The RMA was formulated in concert with the Developers’ consultant, the District’s special tax consultant, and the District’s legal counsel, and has been agreed to by the property owners. The RMA provides for annual special taxes to be levied at specified rates for a duration of 30 years and provides for a method whereby the special tax obligation may be prepaid under specified terms and conditions.

This Resolution also directs that a public hearing be held at the Board Meeting on April 12, 2017, regarding the formation of CFD No. 20 and related matters. It further directs that notices of the public hearing and notices describing the method of voting to be utilized to authorize the special taxes of CFD No. 20 be given to both the property owners and members of the general public.

**ADDITIONAL DATA:**

Additional data is available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Proposed CFD No. 20 will fund, by means of the agreed special taxes and applicable bond proceeds, the agreed school facilities consistent with applicable law. HomeFed has agreed to advance the costs of forming proposed CFD No. 20, subject to reimbursement from the bonds of CFD No. 20. HomeFed and the related entities will also make mitigation payments as to the development of commercial and apartment property that will not be included within CFD No. 20 in accordance with the provisions of the School Facilities Mitigation Agreement.

**STAFF RECOMMENDATION:**

Recommend adoption.



**CHULA VISTA ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

Resolution of Intention to Establish )  
Community Facilities District No. 20 )  
and Authorizing Submittal of Levy )  
of Special Taxes to the Qualified )  
Electors )

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the Chula Vista Elementary School District ("District") is a public school district organized and existing pursuant to California law; and

WHEREAS, the District intends to enter into an agreement with HomeFed Village III Master, LLC, and related entities (collectively, the "Developer") entitled "School Facilities Mitigation Agreement" ("Mitigation Agreement"), which provides for the mitigation of impacts on the District's school facilities arising from development of certain real property within the District's boundaries as described therein; and

WHEREAS, subject to the provisions therein, the Mitigation Agreement will provide for formation by the District of a Community Facilities District ("CFD"), in accordance with the Mello-Roos Community Facilities Act of 1982, set forth in Title 5, Division 2, Part 1, Chapter 2.5 (commencing with Section 53311) of the California Government Code ("Mello-Roos Act"), over and for a portion of the real property subject to the Mitigation Agreement; and

WHEREAS, the Developer presently owns all of the property subject to the Mitigation Agreement; and

WHEREAS, the District and Developer have initiated the process of forming a CFD over and for portions of property subject to the Mitigation Agreement to be named "Community Facilities District No. 20 of the Chula Vista Elementary School District" ("CFD No. 20"), the boundaries of which are depicted in the boundary map attached as Exhibit "A" hereto, which is incorporated herein by this reference ("CFD Boundary Map"); and

WHEREAS, the Board of Education of the Chula Vista Elementary School District ("Board") intends that the District shall establish CFD No. 20 in accordance with the Mello-Roos Act; and

WHEREAS, the Board previously adopted a "Statement of Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act, as Amended" ("CFD Finance Policy"); and

WHEREAS, the District previously has established CFDs, and such CFDs have or may use bonds or other debt or securities ("Bonds"); and

WHEREAS, the special taxes and proceeds of Bonds ("Bond Proceeds") of such previously established CFDs are subject to pooling with special taxes and Bond Proceeds of one or more other CFDs, and the Board intends that the special taxes and Bond Proceeds of CFD No. 20 also shall be subject to such pooling; and

WHEREAS, the Board intends that CFD No. 20 shall provide funds to plan, design, acquire, construct, lease, expand, improve, rehabilitate, and/or finance the costs of facilities, as are further described herein and in Exhibit "B" attached hereto (collectively, "CFD Facilities"), which is incorporated herein by this reference; and

WHEREAS, the costs of CFD Facilities that are to be financed by CFD No. 20 may include, without limitation, some or all of any costs for: any of the planning, engineering, designing, coordinating, leasing, financing, acquiring, expanding, relocating, rehabilitating, or constructing (or any combination thereof) the CFD Facilities; furnishings and equipment for the CFD Facilities (including, to the extent permitted by law, vehicles and technology equipment and infrastructure); sites for the CFD Facilities and appurtenances thereto (including, without limitation, real property, easements and rights of way); and/or leasing or purchasing of completed facilities; all as may be further identified in the CFD Report (described and defined in Section 5 herein) to be filed as provided by applicable law with the Clerk of the Board; and

WHEREAS, the financing of the costs of CFD Facilities shall include, without limitation, the payment of principal of and interest on Bonds, together with all direct, indirect, periodic, and/or other related costs (including, without limitation, costs of administering CFD No. 20, levying the special taxes and administering the Bonds, and establishing and replenishing reserve funds); and

WHEREAS, the District intends to facilitate the planning, engineering, design, coordination, leasing, financing, acquisition, expansion, relocation, rehabilitation, or construction (or any combination thereof) of the CFD Facilities to serve the District through the formation of CFD No. 20 and (subject to the

authorization by the qualified electors) the levy of special taxes, and, if applicable, issuance and sale of Bonds by CFD No. 20.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED as follows:

- Section 1. The above recitals are all true and correct.
- Section 2. The Board proposes and intends to establish CFD No. 20 pursuant to and in accordance with the Mello-Roos Act, subject to approval of the Mitigation Agreement by and between Developer and the District and subject to Developer funding the costs of such formation. CFD Boundary Map, showing the territory included therein, is attached as Exhibit A hereto. Based on the information available, the Board determines that the proposed boundaries of CFD No. 20 include the entirety of any Assessor's parcel which will be subject to the special taxes of CFD No. 20. The CFD Boundary Map shall remain on file in the office of the District and shall be available for public inspection at least fifteen days prior to the Public Hearing defined in Section 11. The Clerk, or the Clerk's designee, is directed to cause the CFD Boundary Map to be recorded in the land records maintained by the San Diego County Recorder's office not later than fifteen days prior to the Public Hearing (defined in Section 11).
- Section 3. The official name of proposed CFD No. 20 shall be "Community Facilities District No. 20 of the Chula Vista Elementary School District."
- Section 4. The CFD Facilities to be planned, engineered, designed, coordinated, leased, financed, acquired, expanded, relocated, rehabilitated, or constructed (or any combination thereof) are public facilities as provided for in the Mello-Roos Act. The CFD Facilities are necessary to meet the increased demand placed on the District as a result of development occurring within CFD No. 20. Public convenience and necessity require that the proposed CFD Facilities described herein be acquired, constructed, and/or financed by and through CFD No. 20.
- Section 5. The appropriate District consultant(s) shall study proposed CFD No. 20 and file with the District, at or before the time of the Public Hearing (defined in Section 11), a report containing a brief

description of the CFD Facilities anticipated to be required to meet the needs of CFD No. 20, together with an estimated cost of providing such CFD Facilities ("CFD Report"). The CFD Report shall estimate the fair and reasonable costs of the planning, engineering, design, rehabilitation, or construction (or any combination thereof) of the CFD Facilities; the costs associated with the formation of CFD No. 20, issuance of the Bonds, and administration and collection of the special taxes; and the costs otherwise to be incurred in carrying out the authorized purposes of CFD No. 20. The District shall provide the CFD Report to the Board for consideration at the Public Hearing, and copies of the CFD Report shall be available at the Public Hearing for review by the public.

Section 6. The District may accept advances of funds from any sources, including, without limitation, the Developer and/or other private persons or entities, and is authorized and directed to use such funds for any authorized purpose, including, without limitation, to pay any cost incurred by or on behalf of the District in connection with establishing CFD No. 20, negotiating, drafting and entering into necessary or convenient agreements, and/or issuing the Bonds. In accordance with Government Code Section 53316.9, the District may: (i) repay all such funds that are not expended or committed for any authorized purpose at the time of the election regarding the levy of the special tax, if the proposal to levy such tax should fail; and/or (ii) repay all such funds advanced from special taxes of CFD No. 20 and/or from Bond Proceeds if CFD No. 20 issues and sells Bonds. The School Facilities Mitigation Agreement provides for repayment of advance funding provided by the Developer for purposes described in this Section, and CFD No. 20 may also repay the District for costs it incurred in connection with the establishment of CFD No. 20, the issuance of Bonds, and related matters.

Section 7. The public interest will not be served by allowing the owners of property in CFD No. 20 at this time to enter into any contract pursuant to Government Code Section 53329.5(a). Notwithstanding the foregoing, on behalf of CFD No. 20, the Board may enter into one or more contracts directly with any such property owners with respect to the construction and/or acquisition of any portion of the CFD Facilities.

- Section 8. CFD No. 20 may issue or execute and deliver Bonds in any form of bonds, debt, or other securities, including, without limitation, lease revenue bonds or certificates of participation, which, without limiting the foregoing, may involve a lease-purchase financing agreement for property and/or facilities with a nonprofit public benefit corporation.
- Section 9. To obtain the funds needed to accomplish the actions described herein, the District intends, in accordance with the procedures set forth in the Mello-Roos Act, to annually levy special taxes secured by the recording of liens against all nonexempt real property within CFD No. 20, which liens will be continuing liens that shall secure each annual levy of the special taxes and that shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law, or until the special tax ceases to be levied and appropriate notices of cessation of special taxes are recorded in accordance with Government Code Section 53330.5. Such special taxes shall be used to pay for planning, engineering, design, coordination, leasing, financing, acquisition, expansion, relocation, rehabilitation, or construction (or any combination thereof) of the CFD Facilities, together with any related or incidental costs, which may include, without limitation: principal of and interest on the Bonds proposed to be issued for purposes of financing the CFD Facilities and other periodic costs; any lease or other payments for the CFD Facilities; establishing and replenishing reserve funds; expenses incurred in administering the special taxes and each series of Bonds, or in levying and collecting the special taxes; capitalized interest on the Bonds for a period not to exceed twenty-four months; bond counsel fees; other legal and financial consultant fees; discount fees; election costs; and printing costs. The Board also reserves the right to establish a fund and to use special tax revenues pursuant to Government Code Section 53314.5.
- Section 10. Special taxes shall be levied and collected each year in the amounts determined pursuant to the proposed "Rate and Method of Apportionment of Special Tax" for CFD No. 20 ("RMA"), attached as Exhibit "C" hereto and incorporated herein by this reference. The special taxes take into consideration the cost of making the CFD Facilities available. The special taxes shall be apportioned to each



parcel within CFD No. 20 on the foregoing basis pursuant to Government Code Section 53325.3 and 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 or for which the special tax obligation has been fully prepaid and a notice of cessation of special taxes recorded. Under no circumstances shall the special taxes levied in any fiscal year against any parcel within CFD No. 20 be increased as a consequence of the delinquency or default by the owner(s) of any other parcel(s) within CFD No. 20 by more than 10% above what the amount that would have been levied in the fiscal year had there never been any such delinquencies or defaults. Upon authorization of the special taxes and Bonds by the qualified electors of CFD No. 20, the special taxes shall be collected until the last series of Bonds of CFD No. 20 are paid in full; provided that, as described in the RMA and except for any delinquent special taxes, the special taxes shall not be levied after the close of the thirtieth fiscal year following the initial fiscal year the special taxes are levied within CFD No. 20. The owner(s) of a parcel within CFD No. 20 may prepay and permanently satisfy all or a portion of the designated special tax obligation for such parcel, but only as provided in the RMA.

- Section 11. Notice is given that the Board shall hold a public hearing on the formation of CFD No. 20, the proposed RMA, and all other matters set forth in this Resolution ("Public Hearing") on April 12, 2017, at 6:00 p.m. or as soon thereafter as practicable, in the Board meeting room located at 84 East J Street, Chula Vista, California 91910.
- Section 12. During the Public Hearing, the Board shall receive testimony regarding the proposal to establish CFD No. 20, the RMA, and all other related matters. Any interested person, including, without limitation, taxpayers, property owners, and registered voters within the boundaries of proposed CFD No. 20, may appear and be heard at the Public Hearing. The Board will at such time hear and consider all testimony for or against the formation of CFD No. 20, the extent of CFD No. 20, the furnishing of the CFD Facilities, and/or related matters.
- Section 13. Any person who desires to protest the regularity or sufficiency of the Public Hearing must submit a written protest, which shall clearly set forth a description of, and the facts related to, the irregularities

and/or defects that are the subject of the protest. All written protests not personally presented by the protesting person at the Public Hearing must be filed with the Clerk of the Board on or before the time fixed for the Public Hearing. Written protests may be withdrawn in writing at any time before the conclusion of the Public Hearing. The Board may waive any irregularities in the form or content of any written protest and, at the Public Hearing, may correct minor defects in the proceedings. If written protests against the establishment of CFD No. 20 are filed by 50% or more of the registered voters, or six registered voters, whichever is greater, residing within CFD No. 20, or owners of one-half or more of the area of land proposed to be included within CFD No. 20 and not exempt from the special tax, the proceedings to establish CFD No. 20 shall be abandoned. If said majority protest is limited to certain CFD Facilities or a specified special tax, the Board shall eliminate those CFD Facilities or the specified special tax.

Section 14. The Clerk of the Board is hereby directed to cause notice of the Public Hearing to be published pursuant to Government Code Section 6061 in a newspaper of general circulation published in the area of proposed CFD No. 20 ("Notice"). Such Notice shall contain a summary of this Resolution, state the time and place of the Public Hearing, contain a statement that the testimony of all interested persons or taxpayers shall be heard, have a description of the protest rights of the registered voters and landowners in proposed CFD No. 20, and contain a description of the proposed voting procedure for the election required by the Mello-Roos Act. Such publication shall be completed at least seven days prior to the date of the Public Hearing. Additionally, the Clerk is hereby directed to cause to be filed a copy of this Resolution in accordance with the provisions of Government Code Section 53315.6.

Section 15. After the Public Hearing, if the Board determines to establish CFD No. 20, the Board shall then submit the levy of the special taxes in an election to the qualified electors of CFD No. 20 ("Election") in accordance with the Mello-Roos Act and the applicable provisions of the Elections Code. The Election shall be conducted at least 90 days, but not more than 180 days, following the adoption of the "Resolution of Formation" in accordance with Government Code Section 53325.1. Notwithstanding the foregoing, the Election may be conducted fewer than 90 days after the adoption of the



“Resolution of Formation” with the unanimous consent of the qualified electors in accordance with Government Code Section 53326(a). If the Election is to be held fewer than 125 days following the close of the Public Hearing, the concurrence of the election official conducting the Election shall be required. Pursuant to Government Code Section 53326(d), the election official may determine to distribute the ballots for such Election by mail or personal service.

Section 16. If at least twelve persons, who need not necessarily be the same twelve persons, have been registered to vote within CFD No. 20 for each of the 90 days preceding the close of the Public Hearing, the vote shall be by registered voters of CFD No. 20 with each voter having one vote. Otherwise, the vote shall be by the owners of land within CFD No. 20, with each such landowner having one vote for each acre of land (rounding up to the nearest full acre, if necessary) that he or she owns within CFD No. 20 and that is not exempt from the special taxes. Ballots shall be executed by an owner of a parcel, or by a representative of an owner lawfully appointed to represent the owner for purposes of the election. Each person casting a ballot assigned to a parcel of property who is not the owner of that property, before casting the ballot, must present written evidence to the District of that person's authority to act on behalf of the owner for the Election. If more than one of the record owners of an identified parcel submits or wishes to submit a ballot, the votes attributable to the parcel shall be allocated to ballots for each owner in proportion to their respective record ownership interest, rounded to the nearest one-tenth of a vote, or, if the ownership interests are not shown on the record, as established to the satisfaction of the District, the votes attributable to the parcel shall be allocated according to the ownership interests shown by documentation submitted by those record owners. If the record owners do not submit such documentation, the votes shall be allocated equally among those of the parcel's owners that request ballots.

Section 17. The District staff and consultants shall request that the San Diego County Registrar of Voters determine the number of registered voters, if any, residing within CFD No. 20 and report its determination to the Board. Based on the information presently available, the District anticipates that there are fewer than twelve registered voters

residing within CFD No. 20 and, therefore, that the votes in the Election will be by the landowners in CFD No. 20. Contingent on such determination, and in accordance with Government Code Section 53327(b), the Board hereby appoints the District's Assistant Superintendent for Business Services and Support, or such District officer or employee as the District's Superintendent shall designate, to serve as the election official ("Election Official") for the Election pursuant to Government Code Section 53327(b).

- Section 18. The Goals and Policies are incorporated herein by this reference and are hereby made applicable to all proceedings for the formation of CFD No. 20, the authorization of special taxes, the authorization to incur bonded indebtedness, and all other matters relating to CFD No. 20. Pursuant to the provisions of the Mello-Roos Act, this action shall constitute the adoption of a community facilities district financing policy for CFD No. 20.
- Section 19. The Board hereby determines that the formation of CFD No. 20, and related election and procedural actions, will not have an effect on the environment and that such actions are correspondingly exempt from the requirements of the California Environmental Quality Act ("CEQA"). The Clerk of the Board is directed to cause a Notice of Exemption to be completed, executed, filed, and posted pursuant to the provisions and requirements of CEQA.
- Section 20. If any term, provision, finding, condition or directive of this Resolution and/or the other proceedings for the formation of CFD No. 20, the authorization of the special tax, the authorization of the Bonds and related matters thereto shall, to any extent, be held invalid or unenforceable, the remainder of the proceedings, or the application of such term, provision, finding, condition or directive other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each such term, provision, finding, condition or directive shall be valid and enforceable to the fullest extent provided by law. If this Resolution, or the proceedings relative to CFD No. 20, are held invalid or unenforceable against any particular piece or parcel of property within CFD No. 20, the remainder of the proceedings, or the application of any term, provision, finding, condition or directive applicable to other parcels of properties as against which such





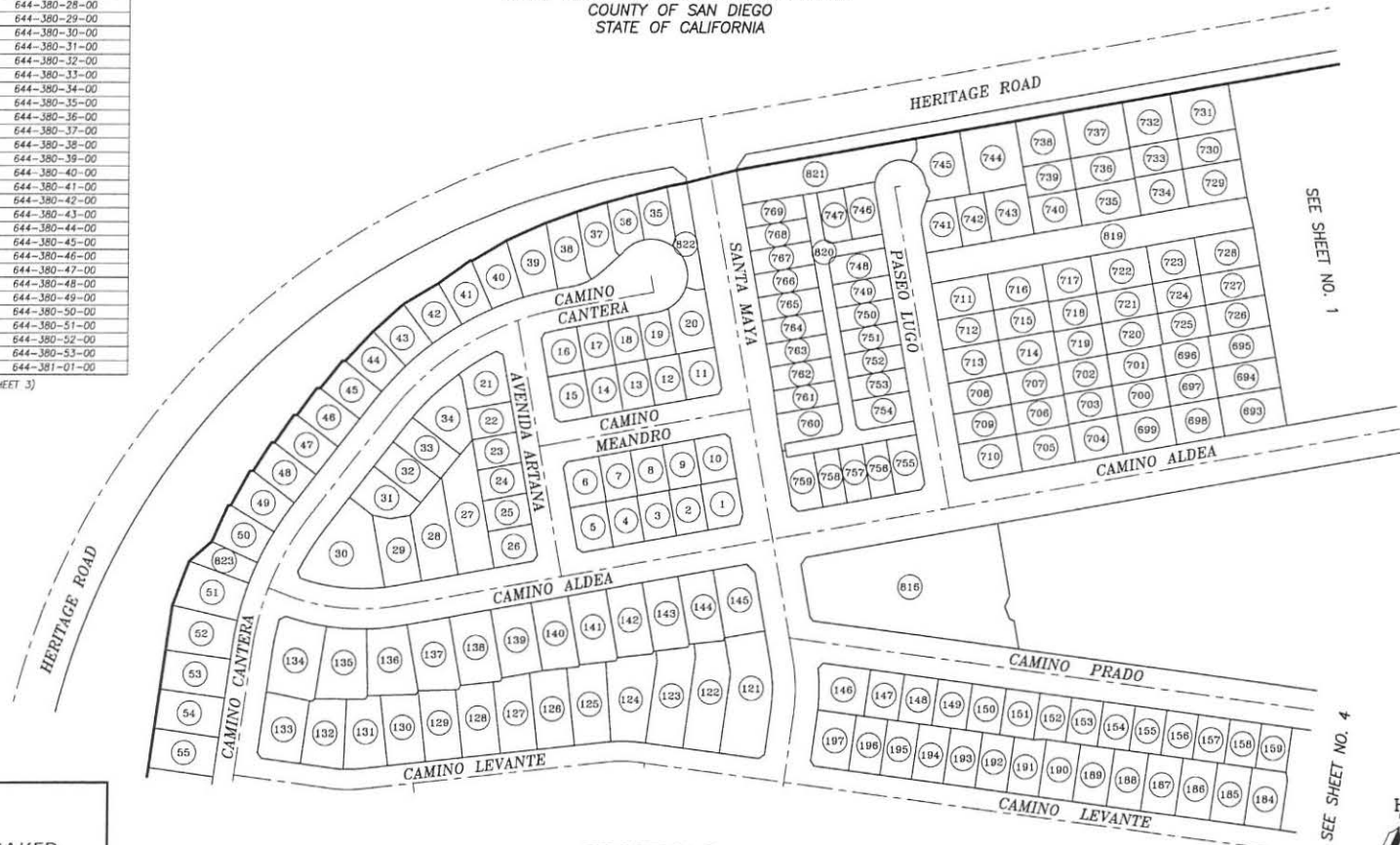
PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

(CONTINUED FROM SHEET 1)

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
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(CONTINUED ON SHEET 3)



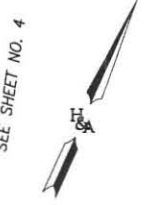
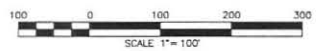
SEE SHEET NO. 3

SEE SHEET NO. 1

SEE SHEET NO. 4



PLANNING 5707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH8581558-4500 - FX08581558-1414



SHEET	2 OF 8
DATE	JANUARY 2017
JOB NO.	CFD -

R:\13271\Map\1\ch\h\1\CD School District Body Map SH 02.dwg[2017-12-20 17:12:18 W.G. 2385-0011

Page 14 of 31  
Agenda Item 7.D.  
March 8, 2017

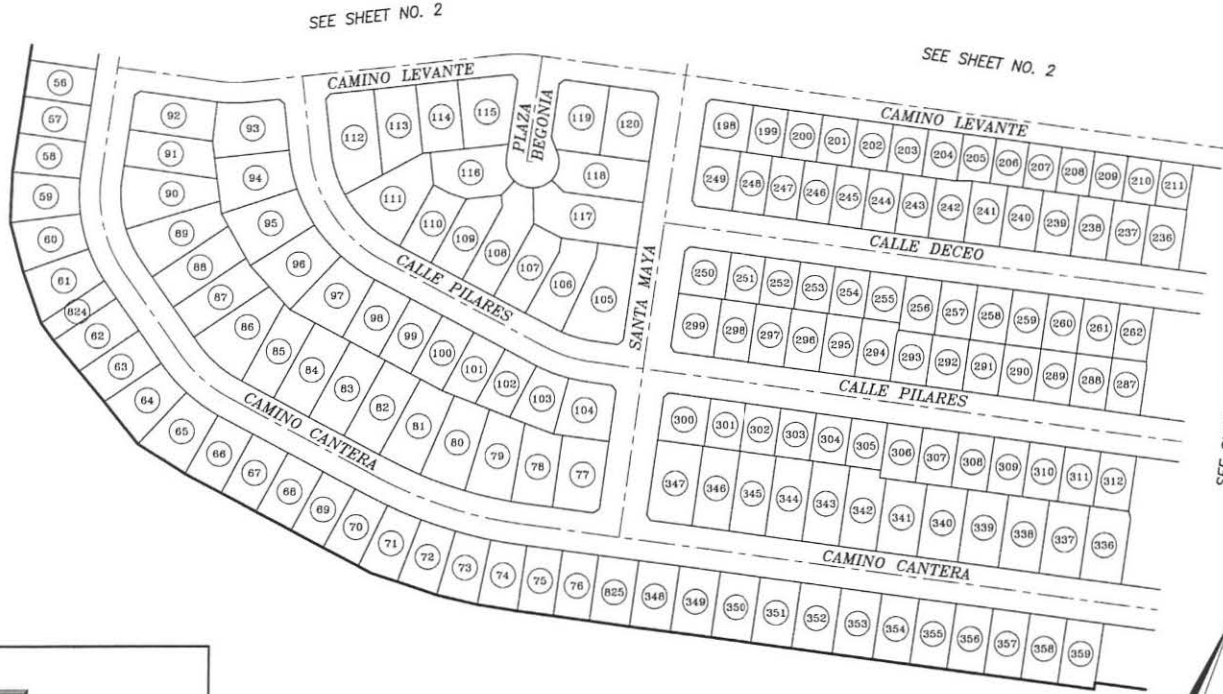
PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

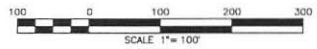
(CONTINUED FROM SHEET 2)

LOT DESCRIPTION	
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58	644-381-05-00
59	644-381-06-00
60	644-381-07-00
61	644-381-08-00
62	644-381-09-00
63	644-381-10-00
64	644-381-11-00
65	644-381-12-00
66	644-381-13-00
67	644-381-14-00
68	644-381-15-00
69	644-381-16-00
70	644-381-17-00
71	644-381-18-00
72	644-381-19-00
73	644-381-20-00
74	644-381-21-00
75	644-381-22-00
76	644-381-23-00
77	644-381-24-00
78	644-381-25-00
79	644-381-26-00
80	644-381-27-00
81	644-381-28-00
82	644-381-29-00
83	644-381-30-00
84	644-381-31-00
85	644-381-32-00
86	644-381-33-00
87	644-381-34-00
88	644-381-35-00
89	644-381-36-00
90	644-381-37-00
91	644-381-38-00
92	644-381-39-00
93	644-381-40-00
94	644-381-41-00
95	644-381-42-00
96	644-381-43-00
97	644-381-44-00
98	644-381-45-00
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100	644-381-47-00
101	644-381-48-00
102	644-381-49-00
103	644-381-50-00
104	644-381-51-00
105	644-381-52-00
106	644-381-53-00
107	644-381-54-00
108	644-381-55-00
109	644-381-56-00
110	644-381-57-00
111	644-381-58-00
112	644-381-59-00
113	644-381-60-00
114	644-381-61-00
115	644-381-62-00
116	644-381-63-00
117	644-381-64-00
118	644-381-65-00
119	644-381-66-00
120	644-381-67-00

(CONTINUED ON SHEET 5)



SEE SHEET NO. 4



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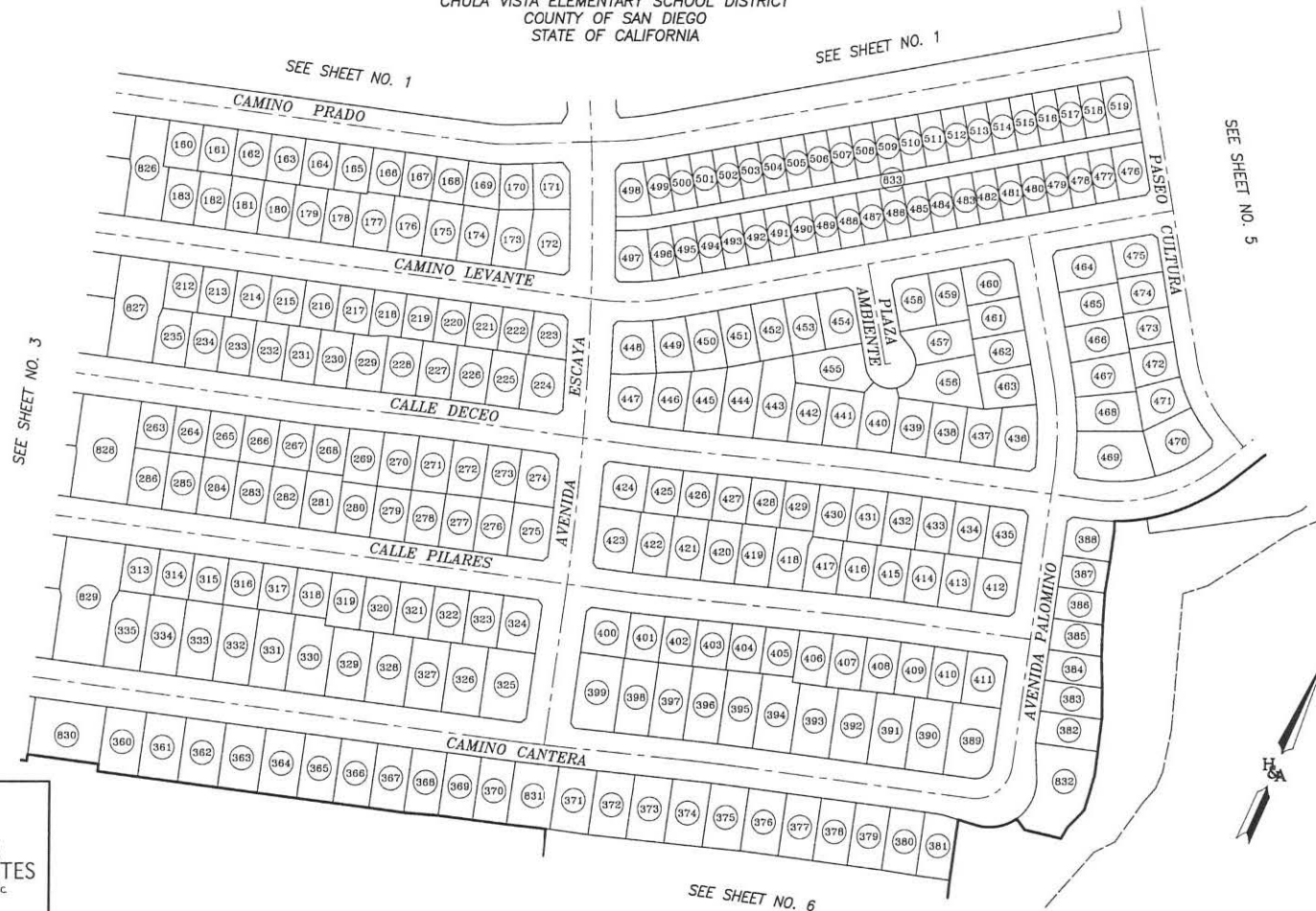
PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(619)558-4500 FX(619)558-1414

SHEET	3 OF 8
DATE	JANUARY 2017
JOB NO.	CFD-____



PROPOSED BOUNDARY MAP OF  
 COMMUNITY FACILITIES DISTRICT NO. 20  
 (VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
 COUNTY OF SAN DIEGO  
 STATE OF CALIFORNIA

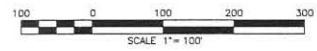


SEE SHEET NO. 5

SEE SHEET NO. 3

SEE SHEET NO. 1

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SHEET	4 OF 8
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PLANNING 9707 Waples Street  
 ENGINEERING San Diego, Ca 92121  
 SURVEYING PH(658)558-4500 - FX(658)558-1414

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R:\127\Map\City\CD School District Study Map SH1 04.dwg[Jun-12-2017:17:21 W.D. 2385-0011



PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

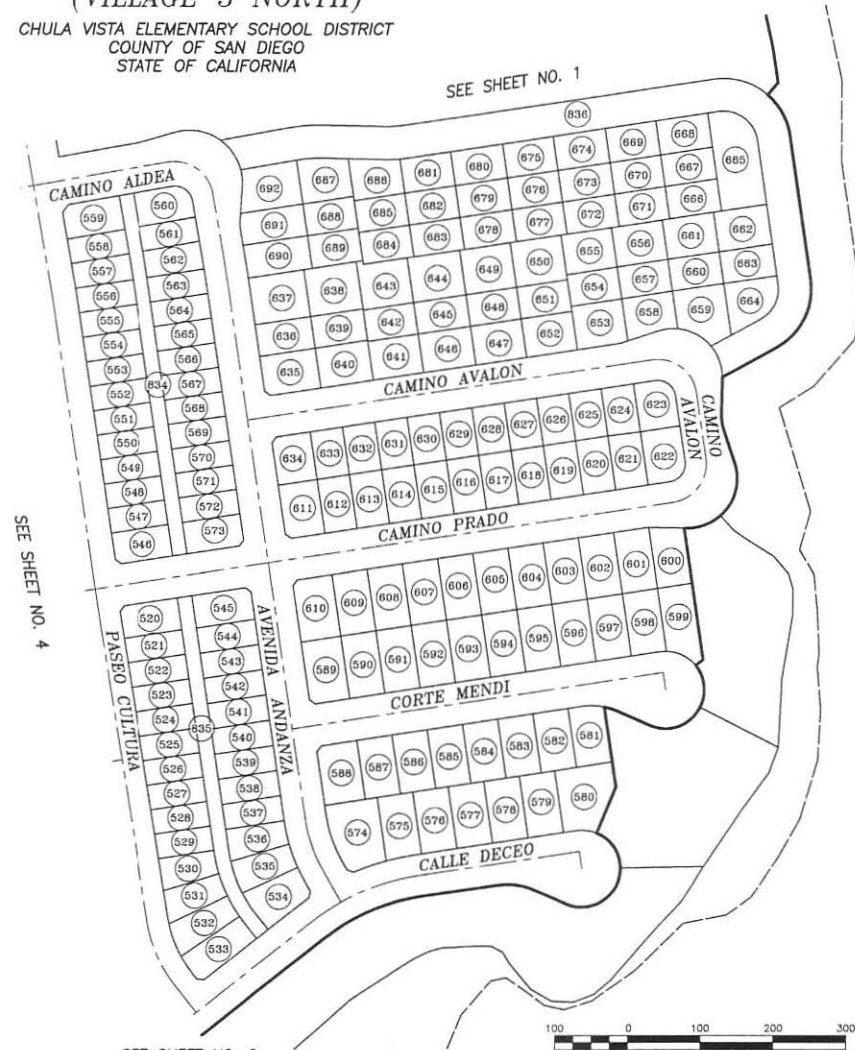
CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

(CONTINUED FROM SHEET 3)

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
121	644-380-54-00
122	644-380-55-00
123	644-380-56-00
124	644-380-57-00
125	644-380-58-00
126	644-380-59-00
127	644-380-60-00
128	644-380-61-00
129	644-380-62-00
130	644-380-63-00
131	644-380-64-00
132	644-380-65-00
133	644-380-66-00
134	644-380-67-00
135	644-380-68-00
136	644-380-69-00
137	644-380-70-00
138	644-380-71-00
139	644-380-72-00
140	644-380-73-00
141	644-380-74-00
142	644-380-75-00
143	644-380-76-00
144	644-380-77-00
145	644-380-78-00
146	644-382-01-00
147	644-382-02-00
148	644-382-03-00
149	644-382-04-00
150	644-382-05-00
151	644-382-06-00
152	644-382-07-00
153	644-382-08-00
154	644-382-09-00
155	644-382-10-00
156	644-382-11-00
157	644-382-12-00
158	644-382-13-00
159	644-382-14-00
160	644-382-15-00
161	644-382-16-00
162	644-382-17-00
163	644-382-18-00
164	644-382-19-00
165	644-382-20-00
166	644-382-21-00
167	644-382-22-00
168	644-382-23-00
169	644-382-24-00
170	644-382-25-00
171	644-382-26-00
172	644-382-27-00
173	644-382-28-00
174	644-382-29-00
175	644-382-30-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
176	644-382-31-00
177	644-382-32-00
178	644-382-33-00
179	644-382-34-00
180	644-382-35-00
181	644-382-36-00
182	644-382-37-00
183	644-382-38-00
184	644-382-39-00
185	644-382-40-00
186	644-382-41-00
187	644-382-42-00
188	644-382-43-00
189	644-382-44-00
190	644-382-45-00
191	644-382-46-00
192	644-382-47-00
193	644-382-48-00
194	644-382-49-00
195	644-382-50-00
196	644-382-51-00
197	644-382-52-00
198	644-383-01-00
199	644-383-02-00
200	644-383-03-00
201	644-383-04-00
202	644-383-05-00
203	644-383-06-00
204	644-383-07-00
205	644-383-08-00
206	644-383-09-00
207	644-383-10-00
208	644-383-11-00
209	644-383-12-00
210	644-383-13-00
211	644-383-14-00
212	644-382-53-00
213	644-382-54-00
214	644-382-55-00
215	644-382-56-00
216	644-382-57-00
217	644-382-58-00
218	644-382-59-00
219	644-382-60-00
220	644-382-61-00
221	644-382-62-00
222	644-382-63-00
223	644-382-64-00
224	644-382-65-00
225	644-382-66-00
226	644-382-67-00
227	644-382-68-00
228	644-382-69-00
229	644-382-70-00
230	644-382-71-00
231	644-382-72-00
232	644-382-73-00
233	644-382-74-00
234	644-382-75-00
235	644-382-76-00
236	644-383-15-00

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**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC.  
PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(650)558-4500- FX(650)558-1414

SHEET	5 OF 8
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PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

(CONTINUED FROM SHEET 5)

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
237	644-383-16-00
238	644-383-17-00
239	644-383-18-00
240	644-383-19-00
241	644-383-20-00
242	644-383-21-00
243	644-383-22-00
244	644-383-23-00
245	644-383-24-00
246	644-383-25-00
247	644-383-26-00
248	644-383-27-00
249	644-383-28-00
250	644-383-29-00
251	644-383-30-00
252	644-383-31-00
253	644-383-32-00
254	644-383-33-00
255	644-383-34-00
256	644-383-35-00
257	644-383-36-00
258	644-383-37-00
259	644-383-38-00
260	644-383-39-00
261	644-383-40-00
262	644-383-41-00
263	644-385-01-00
264	644-385-02-00
265	644-385-03-00
266	644-385-04-00
267	644-385-05-00
268	644-385-06-00
269	644-385-07-00
270	644-385-08-00
271	644-385-09-00
272	644-385-10-00
273	644-385-11-00
274	644-385-12-00
275	644-385-13-00
276	644-385-14-00
277	644-385-15-00
278	644-385-16-00
279	644-385-17-00
280	644-385-18-00
281	644-385-19-00
282	644-385-20-00
283	644-385-21-00
284	644-385-22-00
285	644-385-23-00
286	644-385-24-00
287	644-383-42-00
288	644-383-43-00
289	644-383-44-00
290	644-383-45-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
291	644-383-46-00
292	644-383-47-00
293	644-383-48-00
294	644-383-49-00
295	644-383-50-00
296	644-383-51-00
297	644-383-52-00
298	644-383-53-00
299	644-383-54-00
300	644-383-55-00
301	644-383-56-00
302	644-383-57-00
303	644-383-58-00
304	644-383-59-00
305	644-383-60-00
306	644-383-61-00
307	644-383-62-00
308	644-383-63-00
309	644-383-64-00
310	644-383-65-00
311	644-383-66-00
312	644-383-67-00
313	644-385-25-00
314	644-385-26-00
315	644-385-27-00
316	644-385-28-00
317	644-385-29-00
318	644-385-30-00
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320	644-385-32-00
321	644-385-33-00
322	644-385-34-00
323	644-385-35-00
324	644-385-36-00
325	644-385-37-00
326	644-385-38-00
327	644-385-39-00
328	644-385-40-00
329	644-385-41-00
330	644-385-42-00
331	644-385-43-00
332	644-385-44-00
333	644-385-45-00
334	644-385-46-00
335	644-385-47-00
336	644-383-68-00
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338	644-383-70-00
339	644-383-71-00
340	644-383-72-00
341	644-383-73-00
342	644-383-74-00
343	644-383-75-00
344	644-383-76-00
345	644-383-77-00
346	644-383-78-00
347	644-383-79-00
348	644-383-80-00
349	644-383-81-00
350	644-383-82-00
351	644-383-83-00

(CONTINUED ON SHEET 7)



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PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH:6581558-4500 FX:(658)558-1414

(CONTINUED FROM SHEET 6)

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
352	644-383-84-00
353	644-383-85-00
354	644-383-86-00
355	644-383-87-00
356	644-383-88-00
357	644-383-89-00
358	644-383-90-00
359	644-383-91-00
360	644-385-48-00
361	644-385-49-00
362	644-385-50-00
363	644-385-51-00
364	644-385-52-00
365	644-385-53-00
366	644-385-54-00
367	644-385-55-00
368	644-385-56-00
369	644-385-57-00
370	644-385-58-00
371	644-385-59-00
372	644-385-60-00
373	644-385-61-00
374	644-385-62-00
375	644-385-63-00
376	644-385-64-00
377	644-385-65-00
378	644-385-66-00
379	644-385-67-00
380	644-385-68-00
381	644-385-69-00
382	644-386-01-00
383	644-386-02-00
384	644-386-03-00
385	644-386-04-00
386	644-386-05-00
387	644-386-06-00
388	644-386-07-00
389	644-385-70-00
390	644-385-71-00
391	644-385-72-00
392	644-385-73-00
393	644-385-74-00
394	644-385-75-00
395	644-385-76-00
396	644-385-77-00
397	644-385-78-00
398	644-385-79-00
399	644-385-80-00
400	644-385-81-00
401	644-385-82-00
402	644-385-83-00
403	644-385-84-00
404	644-385-85-00
405	644-385-86-00

**PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)  
CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA**

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
406	644-385-87-00
407	644-386-88-00
408	644-385-89-00
409	644-386-66-00
410	644-385-91-00
411	644-386-68-00
412	644-386-69-00
413	644-386-09-00
414	644-386-10-00
415	644-386-11-00
416	644-386-12-00
417	644-386-13-00
418	644-386-14-00
419	644-386-15-00
420	644-386-16-00
421	644-386-17-00
422	644-386-18-00
423	644-386-19-00
424	644-386-20-00
425	644-386-21-00
426	644-386-22-00
427	644-386-23-00
428	644-386-24-00
429	644-386-25-00
430	644-386-26-00
431	644-386-27-00
432	644-386-28-00
433	644-386-29-00
434	644-386-30-00
435	644-386-31-00
436	644-386-32-00
437	644-386-33-00
438	644-386-34-00
439	644-386-35-00
440	644-386-36-00
441	644-386-37-00
442	644-386-38-00
443	644-386-39-00
444	644-386-40-00
445	644-386-41-00
446	644-386-42-00
447	644-386-43-00
448	644-386-44-00
449	644-386-45-00
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451	644-386-47-00
452	644-386-48-00
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455	644-386-51-00
456	644-386-52-00
457	644-386-53-00
458	644-386-54-00
459	644-386-55-00
460	644-386-56-00
461	644-386-57-00
462	644-386-58-00
463	644-386-59-00
464	644-386-60-00
465	644-386-61-00
466	644-386-62-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
467	644-386-63-00
468	644-386-64-00
469	644-386-65-00
470	644-386-66-00
471	644-386-67-00
472	644-386-68-00
473	644-386-69-00
474	644-386-70-00
475	644-386-71-00
476	644-386-72-00
477	644-386-73-00
478	644-386-74-00
479	644-386-75-00
480	644-386-76-00
481	644-386-77-00
482	644-386-78-00
483	644-386-79-00
484	644-386-80-00
485	644-386-81-00
486	644-386-82-00
487	644-386-83-00
488	644-386-84-00
489	644-386-85-00
490	644-386-86-00
491	644-386-87-00
492	644-386-88-00
493	644-386-89-00
494	644-386-90-00
495	644-386-91-00
496	644-386-92-00
497	644-386-93-00
498	644-386-94-00
499	644-386-95-00
500	644-386-96-00
501	644-386-97-00
502	644-386-98-00
503	644-386-99-00
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511	644-386-14-00
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519	644-386-22-00
520	644-386-23-00
521	644-386-24-00
522	644-386-25-00
523	644-386-26-00
524	644-386-27-00
525	644-386-28-00
526	644-386-29-00
527	644-386-30-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
528	644-388-31-00
529	644-388-32-00
530	644-388-33-00
531	644-388-34-00
532	644-388-35-00
533	644-388-36-00
534	644-388-37-00
535	644-388-38-00
536	644-388-39-00
537	644-388-40-00
538	644-388-41-00
539	644-388-42-00
540	644-388-43-00
541	644-388-44-00
542	644-388-45-00
543	644-388-46-00
544	644-388-47-00
545	644-388-48-00
546	644-388-49-00
547	644-388-50-00
548	644-388-51-00
549	644-388-52-00
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552	644-388-55-00
553	644-388-56-00
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556	644-388-59-00
557	644-388-60-00
558	644-387-01-00
559	644-387-02-00
560	644-387-03-00
561	644-387-04-00
562	644-387-05-00
563	644-388-61-00
564	644-388-62-00
565	644-388-63-00
566	644-388-64-00
567	644-388-65-00
568	644-388-66-00
569	644-388-67-00
570	644-388-68-00
571	644-388-69-00
572	644-388-70-00
573	644-388-71-00
574	644-389-01-00
575	644-389-02-00
576	644-389-03-00
577	644-389-04-00
578	644-389-05-00
579	644-389-06-00
580	644-389-07-00
581	644-389-08-00
582	644-389-09-00
583	644-389-10-00
584	644-389-11-00
585	644-389-12-00
586	644-389-13-00
587	644-389-14-00
588	644-389-15-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
589	644-389-16-00
590	644-389-17-00
591	644-389-18-00
592	644-389-19-00
593	644-389-20-00
594	644-389-21-00
595	644-389-22-00
596	644-389-23-00
597	644-389-24-00
598	644-389-25-00
599	644-389-26-00
600	644-389-27-00
601	644-389-28-00
602	644-389-29-00
603	644-389-30-00
604	644-389-31-00
605	644-389-32-00
606	644-389-33-00
607	644-389-34-00
608	644-389-35-00
609	644-389-36-00
610	644-389-37-00
611	644-387-06-00
612	644-387-07-00
613	644-387-08-00
614	644-387-09-00
615	644-387-10-00
616	644-387-11-00
617	644-387-12-00
618	644-387-13-00
619	644-387-14-00
620	644-387-15-00
621	644-387-16-00
622	644-387-17-00
623	644-387-18-00
624	644-387-19-00
625	644-387-20-00
626	644-387-21-00
627	644-387-22-00
628	644-387-23-00
629	644-387-24-00
630	644-387-25-00
631	644-387-26-00
632	644-387-27-00
633	644-387-28-00
634	644-387-29-00
635	644-387-30-00
636	644-387-31-00
637	644-387-32-00
638	644-387-33-00
639	644-387-34-00
640	644-387-35-00
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642	644-387-37-00
643	644-387-38-00
644	644-387-39-00
645	644-387-40-00
646	644-387-41-00
647	644-387-42-00
648	644-387-43-00
649	644-387-44-00

(CONTINUED ON SHEET 8)

SHEET	7 OF 8
DATE	JANUARY 2017
JOB NO.	CFD___



PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(858)558-4500 FX(858)558-1414

PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)  
CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

(CONTINUED FROM SHEET 7)

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
650	644-387-45-00
651	644-387-46-00
652	644-387-47-00
653	644-387-48-00
654	644-387-49-00
655	644-387-50-00
656	644-387-51-00
657	644-387-52-00
658	644-387-53-00
659	644-387-54-00
660	644-387-55-00
661	644-387-56-00
662	644-387-57-00
663	644-387-58-00
664	644-387-59-00
665	644-387-60-00
666	644-387-61-00
667	644-387-62-00
668	644-387-63-00
669	644-387-64-00
670	644-387-65-00
671	644-387-66-00
672	644-387-67-00
673	644-387-68-00
674	644-387-69-00
675	644-387-70-00
676	644-387-71-00
677	644-387-72-00
678	644-387-73-00
679	644-387-74-00
680	644-387-75-00
681	644-387-76-00
682	644-387-77-00
683	644-387-78-00
684	644-387-79-00
685	644-387-80-00
686	644-387-81-00
687	644-387-82-00
688	644-387-83-00
689	644-387-84-00
690	644-387-85-00
691	644-387-86-00
692	644-387-87-00
693	644-384-01-00
694	644-384-02-00
695	644-384-03-00
696	644-384-04-00
697	644-384-05-00
698	644-384-06-00
699	644-384-07-00
700	644-384-08-00
701	644-384-09-00
702	644-384-10-00
703	644-384-11-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
704	644-384-12-00
705	644-384-13-00
706	644-384-14-00
707	644-384-15-00
708	644-384-16-00
709	644-384-17-00
710	644-384-18-00
711	644-384-19-00
712	644-384-20-00
713	644-384-21-00
714	644-384-22-00
715	644-384-23-00
716	644-384-24-00
717	644-384-25-00
718	644-384-26-00
719	644-384-27-00
720	644-384-28-00
721	644-384-29-00
722	644-384-30-00
723	644-384-31-00
724	644-384-32-00
725	644-384-33-00
726	644-384-34-00
727	644-384-35-00
728	644-384-36-00
729	644-384-37-00
730	644-384-38-00
731	644-384-39-00
732	644-384-40-00
733	644-384-41-00
734	644-384-42-00
735	644-384-43-00
736	644-384-44-00
737	644-384-45-00
738	644-384-46-00
739	644-384-47-00
740	644-384-48-00
741	644-384-49-00
742	644-384-50-00
743	644-384-51-00
744	644-384-52-00
745	644-384-53-00
746	644-384-54-00
747	644-384-55-00
748	644-384-56-00
749	644-384-57-00
750	644-384-58-00
751	644-384-59-00
752	644-384-60-00
753	644-384-61-00
754	644-384-62-00
755	644-384-63-00
756	644-384-64-00
757	644-384-65-00
758	644-384-66-00
759	644-384-67-00
760	644-384-68-00
761	644-384-69-00
762	644-384-70-00
763	644-384-71-00
764	644-384-72-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
765	644-384-73-00
766	644-384-74-00
767	644-384-75-00
768	644-384-76-00
769	644-384-77-00
770	644-062-01-00
771	644-062-02-00
772	644-062-03-00
773	644-062-04-00
774	644-062-05-00
775	644-062-06-00
776	644-062-07-00
777	644-062-08-00
778	644-062-09-00
779	644-062-10-00
780	644-062-11-00
781	644-062-12-00
782	644-062-13-00
783	644-062-14-00
784	644-062-15-00
785	644-062-16-00
786	644-062-17-00
787	644-062-18-00
788	644-062-19-00
789	644-062-20-00
790	644-062-21-00
791	644-062-22-00
792	644-062-23-00
793	644-062-24-00
794	644-062-25-00
795	644-062-26-00
796	644-062-27-00
797	644-062-28-00
798	644-062-29-00
799	644-062-30-00
800	644-062-31-00
801	644-062-32-00
802	644-062-33-00
803	644-062-34-00
804	644-062-35-00
805	644-062-36-00
806	644-062-37-00
807	644-062-38-00
808	644-062-39-00
809	644-062-40-00
810	644-062-41-00
811	644-062-42-00
812	644-062-43-00
813	644-062-44-00
814	644-061-07-00
815	644-061-12-00
816	644-382-77-00
817	644-382-78-00
818	644-388-74-00
819	644-384-79-00
820	644-384-78-00
821	644-384-81-00
822	644-380-80-00
823	644-380-78-00
824	644-381-70-00
825	644-383-92-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
826	644-382-79-00
827	644-382-80-00
828	644-383-93-00
829	644-383-94-00
830	644-383-95-00
831	644-385-93-00
832	644-386-95-00
833	644-386-94-00
834	644-388-72-00
835	644-388-73-00
836	644-387-88-00
837	644-062-47-00
838	644-062-46-00

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Agenda Item 7.D.  
March 8, 2017



PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH858558-4500 - FX858558-1414

SHEET	8 OF 8
DATE	JANUARY 2017
JOB NO.	CFD- - - - -

## EXHIBIT "B"

### DESCRIPTION OF FACILITIES

The CFD Facilities proposed to be planned for, designed, acquired, constructed, leased, expanded, improved, rehabilitated and/or financed by CFD No. 20 are as follows:

1. Any school facility or facilities with an estimated useful life of five years or longer needed by the Chula Vista Elementary School District ("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, to the extent permitted by law, vehicles and technology equipment and infrastructure).
2. The costs attributable to planning, engineering, designing, coordinating, leasing, financing, acquiring, expanding, relocating, rehabilitating, or constructing (or any combination thereof) of CFD 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 District and/or CFD No. 20, and all other incidental expenses.

The CFD Facilities shall be constructed, whether or not acquired in their completed states, pursuant to plans and/or specifications approved by the District.

The CFD Facilities described in this Exhibit are representative of the types of improvements to be funded or financed by the CFD No. 20. Addition, deletion or modification of CFD Facilities may be made consistent with the requirements of the District, CFD No. 20, and the Mello-Roos Act.

## EXHIBIT “C”

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

#### CHULA VISTA ELEMENTARY SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 20 (OTAY RANCH VILLAGE 3)

This Rate and Method of Apportionment of Special Tax (“RMA”) sets forth the Special Tax applicable to each Assessor’s Parcel within Community Facilities District No. 20 of the Chula Vista Elementary School District (“CFD”) to be apportioned, levied and collected according to the Special Tax liability determined by the Board of Education of the Chula Vista Elementary School District (“Board”), acting as the Legislative Body of the CFD. The applicable Annual Maximum Special Tax shall be determined by applying the appropriate amount or rate for Developed Property and Undeveloped Property, as described below. All Developed Property and Undeveloped Property within the CFD, unless exempted by law or the provisions of Section IX below, shall in each Fiscal Year be subject to the levy and collection of the applicable Annual Maximum Special Tax to the extent and in the manner hereinafter provided.

#### **I. DEFINITIONS:**

“**Acre(s) or Acreage**” means the acreage of an Assessor’s Parcel as set forth on the latest San Diego County Assessor’s Parcel Map if such acreage is shown thereon. If such acreage is not shown on such Assessor’s Parcel Map, the acreage shall be the acreage information shown upon any recorded subdivision map, parcel map, record of survey, or other recorded document describing the property. If none of the above information is available, the determination of the Acreage shall be made by the School District.

“**Act**” means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

“**Administrative Expense**” means any cost incurred by the School District on behalf of the CFD related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, the administration of the Bonds of the CFD, and the other costs incurred in order to carry out the authorized purposes of the CFD.

“**Administrator**” means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

“**Age Restricted Unit**” means a Unit designated as senior citizen housing, part of a residential care facility for the elderly, or part of a multilevel care facility for the elderly as referred to in California Government Code Section 65995.1 for which a senior citizen restriction has been effected. Age Restricted Units shall not be subject to a Special Tax; however; they shall be required to pay all applicable mitigation payments, as detailed in the Mitigation Agreement.



**“Annual Maximum Special Tax”** means the maximum Special Tax that may be levied in each Fiscal Year pursuant to Section III on each Assessor’s Parcel classified as Developed Property or Undeveloped Property.

**“Annual Special Tax Requirement”** means the amount required in any Fiscal Year to pay for: (i) the debt service on all outstanding Bonds, (ii) the costs associated with the release of funds from an escrow account(s) established in association with the Bonds, (iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds, (iv) a sinking fund for the acquisition, construction, equipment and finance costs of future facilities provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Undeveloped Property, (v) Administrative Expense, less (vi) a credit for funds available to reduce the annual Special Tax levy as determined pursuant to the Indenture.

**“Assessor’s Parcel”** means a parcel of land as designated on an applicable Assessor’s Parcel Map and that has been assigned a discrete identifying Assessor’s Parcel Number.

**“Assessor’s Parcel Map”** means an official map of the San Diego County Assessor designating parcels by Assessor’s Parcel Number.

**“Assessor’s Parcel Number”** means that number assigned to an Assessor’s Parcel by the San Diego County Assessor for purposes of identifying the Assessor’s Parcel.

**“Assigned Annual Special Tax”** means the Special Tax of that name described in Section IV.

**“Backup Annual Special Tax”** means the Special Tax of that name described in Section V.

**“Bond Yield”** means the yield of the last series of Bonds issued, for purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended for the purpose of the non-arbitrage certificate or other similar bond issuance document.

**“Bonds”** means the bonds or other debt obligations (as defined in Section 53317(d) of the Act), including, but not limited to certificates of participation or leases, as to which the School District uses, or anticipates that it will use, the Special Taxes to pay some or all of the debt service for such debt obligations.

**“Building Square Footage”** or **“BSF”** of a Unit means the square footage of “assessable space” (as defined in Government Code Section 65995 or any successor law) of the Unit, as determined by reference to the building permit(s) for such Unit.

**“Condominium”** means a Unit, whether attached or detached, meeting the statutory definition of a condominium set forth in California Civil Code Section 4125.

## REVISED

**“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 on or before June 30 of the preceding Fiscal Year.

**“Exempt Property”** means all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section IX.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

**“Fiscal Year”** means the period starting on July 1 and ending on the following June 30.

**“Initial Fiscal Year”** applies only to Developed Property and means the first Fiscal Year in which the Annual Maximum Special Tax will be apportioned and levied on an Assessor's Parcel of Developed Property.

**“Lot”** means an individual legal lot created by a Final Map for which a building permit for residential construction has been or could be issued. Notwithstanding the foregoing, in the case of an individual legal lot created by a Final Map and upon which Condominiums are entitled to be developed, the number of Lots allocable to such legal lot for purposes of calculating the Backup Annual Special Tax applicable to such Final Map shall equal the number of Condominiums which are permitted to be constructed on such legal lot as shown on such Final Map.

**“Mitigation Agreement”** means the “School Facilities Mitigation Agreement” entered into as of March 8, 2017 by and among: (i) Chula Vista Elementary School District; (ii) Homefed Village III Master, LLC; (iii) Homefed SH Otay Builder 1, LLC; (iv) Homefed SPIC Otay Builder 1, LLC; and (v) Homefed Brookfield Otay Builder 1, LLC; as it may be amended.

**“Net Taxable Acreage”** means the total Acreage of Developed Property expected to exist in the CFD after all Final Maps are recorded. When making this determination, the Administrator shall exclude all Acreage expected to be classified as Exempt Property, Restricted Residential Property, or Non-Residential Property.

**“Non-Residential Property”** means all Assessor’s Parcels for which a building permit was issued for a non-residential use. Non-Residential Property shall not be subject to the Annual Maximum Special Tax; however, it shall be required to pay all applicable mitigation payments, as detailed in the Mitigation Agreement.

**“Prepayment Administrative Fees”** means any fees or expenses of the School District or the CFD associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

**“Prepayment Amount”** means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel as described in Section VII.

**“Present Value of Taxes”** means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Special Tax applicable to such Assessor’s Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until the termination date specified in Section VIII. The discount rate used to calculate the Present Value of Taxes shall: (i) prior to issuance of Bonds, be equal to five and one-half percent (5.5%); and (ii) after issuance of Bonds, be equal to the lesser of (a) the Bond Yield and (b) five and one-half percent (5.5%).

**“Proportionately”** means that the ratio of (i) the Special Tax levied or to be levied to (ii) the applicable Assigned Annual Special Tax, is equal for all applicable Assessor's Parcels. In the case of Developed Property subject to apportionment of the Special Tax under Step Three of Section VI, “Proportionately” shall mean that the quotient of (i) the Special Tax less the Assigned Annual Special Tax, divided by (ii) the applicable Backup Annual Special Tax less the Assigned Annual Special Tax, is equal for all applicable Assessor’s Parcels.

**“Provisional Undeveloped Property”** means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to Section IX, but cannot be classified as Exempt Property because to do so would reduce the Net Taxable Acreage below the required minimum Acreage set forth in Section IX, as applicable.

**“Residential Dwelling Unit”** means a Unit that is not an Age Restricted Unit.

**“Restricted Residential Property”** means all Assessor's Parcels for which and to the extent a building permit has been issued for the construction of one or more Age Restricted Units.

**“School District”** means the Chula Vista Elementary School District.

**“Special Tax”** means any of the special taxes authorized to be levied by the CFD pursuant to the Act and this RMA.

**“Taxable Property”** means all Assessor’s Parcels that are not Exempt Property.

**“Undeveloped Property”** means all Assessor’s Parcels of Taxable Property that are not Developed Property.

“Unit” means each separate residential dwelling unit, including, but not limited to, a single family attached or detached unit, Condominium, apartment unit, mobile home or otherwise, but not including hotel and motels.

**SECTION II  
CLASSIFICATION OF ASSESSOR'S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2016/17, each Assessor’s Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Undeveloped Property, or Provisional Undeveloped Property.

**SECTION III  
ANNUAL MAXIMUM SPECIAL TAX RATE**

**1. Developed Property**

The Annual Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of the amount derived by the application of the (a) Assigned Annual Special Tax or (b) Backup Annual Special Tax.

**2. Undeveloped Property**

The Annual Maximum Special Tax for each Assessor’s Parcel classified as Undeveloped Property or Provisional Undeveloped Property shall be derived by the application of the Assigned Annual Special Tax.

**SECTION IV  
ASSIGNED ANNUAL SPECIAL TAXES**

**1. Developed Property**

Subject to increases as described below in this Section, the Assigned Annual Special Tax for each Assessor's Parcel of Developed Property for Fiscal Year 2016/17 shall be: (i) \$290 per Residential Dwelling Unit; plus (ii) an amount equal to \$0.5738 multiplied by the applicable Building Square Footage.

**2. Undeveloped Property and Provisional Undeveloped Property**

Subject to increases as described below in this Section, the Assigned Annual Special Tax per Acre for each Assessor's Parcel of Undeveloped Property or Provisional Undeveloped Property for Fiscal Year 2016/17 shall be \$18,020 per Acre.

**3. Increases in the Assigned Annual Special Tax**

**a. Newly Classified Developed Property**

On July 1 of each Fiscal Year prior to and including the Initial Fiscal Year of an Assessor's Parcel of Developed Property, commencing on July 1, 2017, the Assigned Annual Special Tax rate applicable to such Assessor Parcel shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period, or (ii) two percent (2.00%) of the applicable Assigned Annual Special Tax amount in effect in the immediately prior Fiscal Year.

**b. Existing Developed Property**

On July 1 of each Fiscal Year following the Initial Fiscal Year of an Assessor's Parcel of Developed Property, the Assigned Annual Special Tax rate for such Assessor's Parcel shall be increased by two percent (2.00%) of the Assigned Annual Special Tax amount in effect in the immediately prior Fiscal Year.

**c. Undeveloped Property and Provisional Undeveloped Property**

On July 1 of each Fiscal Year, commencing on July 1, 2017, the Assigned Annual Special Tax rate per Acre for Undeveloped Property and Provisional Undeveloped Property shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period or (ii) two percent (2.00%) of the Assigned Annual Special Tax amount in effect in the immediately prior Fiscal Year.

**SECTION V  
BACKUP ANNUAL SPECIAL TAX**

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to a Backup Annual Special Tax.

**1. Calculation of the Backup Annual Special Tax Rate**

Subject to increases as described below in this Section, the Backup Annual Special Tax rate for an Assessor's Parcel of Developed Property within a Final Map shall be the rate per Lot calculated in accordance with the following formula, as of the Fiscal Year in which the Final Map is recorded:

$$B = (U \times A) / L$$

The terms above have the following meanings:

- B = Backup Annual Special Tax per Lot for the applicable Fiscal Year
- U = Assigned Annual Special Tax per Acre of Undeveloped Property in the Fiscal Year the calculation is performed
- A = Acreage of Developed Property expected to exist in such Final Map at the time of calculation, as determined by the Administrator. The Acreage applicable to a Condominium shall be computed as described in the definition of "Lot" herein.
- L = Number of Lots in the applicable Final Map at the time of calculation, exclusive of any Lots which are expected to be classified as Exempt Property or Provisional Undeveloped Property.

## **2. Changes to a Final Map**

If the Final Map(s) described in the preceding paragraph are subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Developed Property changed or modified in each such Final Map shall be a rate per square foot of Acreage calculated as follows:

- a. Determine the total Backup Annual Special Tax revenue anticipated to apply to the changed or modified Assessor's Parcels prior to the change or modification.
- b. The result of paragraph a above shall be divided by the Acreage of Taxable Property of the modified Assessor's Parcels, as reasonably determined by the Administrator.
- c. The result of paragraph b above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage that shall be applicable to the modified Assessor's Parcels, subject to increases as described below.

## **3. Increase in the Backup Annual Special Tax**

On July 1 of each Fiscal Year prior to and including the Initial Fiscal Year of an Assessor's Parcel of Developed Property, commencing on July 1, 2017, the Backup Annual Special Tax rate applicable to such Assessor's Parcel shall be increased by the greater of: (i) the positive change in the Cost Index for the immediately prior 12 month period or (ii) two percent (2.00%) of the Backup Annual Special Tax amount in effect in the immediately prior Fiscal Year. On July 1 of each Fiscal Year following the Initial Fiscal Year of an Assessor's Parcel of Developed Property, the Backup Annual Special Tax rate for such Assessor's Parcel shall be increased by two percent (2.00%) of the Backup Annual Special Tax amount in effect in the immediately prior Fiscal Year.



**SECTION VI  
METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing Fiscal Year 2016/2017 and for each subsequent Fiscal Year, the Board shall levy Special Taxes on all Taxable Property in accordance with the following steps:

- Step One:** The Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount not in excess of the Assigned Annual Special Tax applicable to each such Assessor's Parcel.
- Step Two:** If additional moneys will be needed to satisfy the Annual Special Tax Requirement after the Step One calculations have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property in an amount not in excess of the Assigned Annual Special Tax applicable to each such Assessor's Parcel, as needed to satisfy the Annual Special Tax Requirement.
- Step Three:** If additional moneys will be needed to satisfy the Annual Special Tax Requirement after the Step Two calculations have been completed, the Special Tax on each Assessor's Parcel of Developed Property whose Annual Maximum Special Tax is the Backup Annual Special Tax shall be increased Proportionately from the Assigned Annual Special Tax by an amount not in excess of the Backup Annual Special Tax applicable to each such Assessor's Parcel, as needed to satisfy the Annual Special Tax Requirement.
- Step Four:** If additional moneys will be needed to satisfy the Annual Special Tax Requirement after the Step Three calculations have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property in an amount not in excess of the Assigned Annual Special Tax applicable to each such Assessor's Parcel, as needed to satisfy the Annual Special Tax Requirement.

**SECTION VII  
PREPAYMENT OF SPECIAL TAXES**

The Special Tax obligation of an Assessor's Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be prepaid, in full only, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel, or that all of such amounts are paid concurrently with the Prepayment Amount. An owner of an Assessor's Parcel intending to prepay the Annual Maximum Special Tax shall provide the CFD with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify the owner of such Prepayment Amount.

### **Full Prepayment of Special Tax**

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT + PAF$$

The terms above have the following meanings:

P	=	Prepayment Amount
PVT	=	Present Value of Taxes
PAF	=	Prepayment Administrative Fees

With respect to any Assessor's Parcel for which the Special Tax has been prepaid, the Board shall indicate in the records of the CFD that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment shall be allowed unless the amount of Assigned Annual Special Taxes that subsequently may be levied on Taxable Property, other than Provisional Undeveloped Property, less Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year, and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Administrator. Such determination shall take into account all Assessor's Parcels that are expected to be classified as Exempt Property, Restricted Residential Property, or Non-Residential Property.

### **SECTION VIII TERMINATION OF SPECIAL TAX**

Provided that Special Taxes previously levied on an Assessor's Parcel are not delinquent, the lien of Special Taxes of the CFD shall terminate as to such Assessor's Parcel as follows: i) the close of the 30<sup>th</sup> Fiscal Year following the beginning of the Initial Fiscal Year for such Assessor's Parcel, or ii) the Special Tax obligation has been fully and completely discharged pursuant to Section VII.

The Board shall cause to be recorded in the official records of San Diego County a Notice of Cessation of Special Tax for each Assessor's Parcel upon termination of the lien on such Assessor's Parcel.

### **SECTION IX EXEMPTIONS**

The Administrator shall classify as Exempt Property in the chronological order in which each Assessor Parcel becomes (i) owned by any State of California, federal or local governmental entity, (ii) owned by a homeowners' association, (iii) burdened with a public or utility easements making impractical its use for other than the purposes set forth in the easement, (iv) Restricted Residential Property, (v) Non-Residential Property, or (vi) any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such

classification would reduce the Net Taxable Acreage to less than 87.53 Acres. Notwithstanding the above, the Administrator or Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 87.53 Acres. Assessor's Parcels that otherwise would be Exempt Property, but cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the minimum Net Taxable Acreage, shall be classified as Provisional Undeveloped Property, and shall be subject to the levy and collection of Special Taxes accordingly.

## **SECTION X APPEALS**

Any property owner or resident who reasonably believes that a Special Tax has not been correctly calculated and/or levied in accordance with this RMA may file a notice with the School District, to thereby appeal the levy of that Special Tax, together with such documentation as the property owner or resident believes evidences the incorrect calculation or levy. An appeal panel of three members appointed by the School District ("Appeals Panel") will review the appeal and communicate its findings to the property owner or resident. If the Appeals Panel determines that the Special Tax should be modified or other correction implemented, it will recommend such correction to the Board and, as appropriate, the Special Tax levy shall be corrected, and in applicable cases, refunds shall be granted. An appeal relating to any particular Special Tax must be filed with the School District not later than one year and five days following the mailing to the property owner or resident of the tax bill that includes such Special Tax, and the Property Owner and/or resident shall be deemed and construed to have waived any and all rights to an appeal and to any refund, if the appeal is not filed within such one-year and five-day period.

Interpretations may be made by the School District for purposes of clarifying any vagueness or ambiguity as it relates to any category, rate or definition applicable to any appeal proceedings so long as such interpretations are consistent with the Mitigation Agreement.

## **SECTION XI MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the CFD may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

Adopt Resolution Approving and Ordering the Recording of a Boundary Map of Proposed Community Facilities District No. 20 of the Chula Vista Elementary School District

    X     Action

                     Information

**BACKGROUND INFORMATION:**

This Resolution approves and orders the recording of a boundary map for proposed Community Facilities District (CFD) No. 20 of the Chula Vista Elementary School District (CFD No. 20). Under the requirements of the Government Code and the Streets and Highways Code, a public agency intending to form a community facilities district must approve and record a boundary map showing the outer boundaries of the proposed community facilities district. A boundary map for proposed CFD No. 20 has been prepared and presented to the Board for review. Under this Resolution, the boundary map is approved as the map for the proposed CFD No. 20 and will be recorded with the San Diego County Recorder in order to comply with the relevant statutory requirements.

**ADDITIONAL DATA:**

Additional data is available for review in the Office of the Assistant Superintendent for Business Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Proposed CFD No. 20 will fund, by means of the agreed special taxes and applicable bond proceeds, the agreed school facilities consistent with applicable law. HomeFed Village III Master, LLC, and related entities (collectively, the Developer) has agreed to advance the costs of forming proposed CFD No. 20, subject to reimbursement from the bonds of CFD No. 20. The Developer will also make mitigation payments as to the development of commercial and apartment property that will not be included within CFD No. 20 in accordance with the provisions of the School Facilities Mitigation Agreement.

**STAFF RECOMMENDATION:**

Recommend adoption.

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

Resolution Approving and Ordering )  
the Recording of a Boundary Map )  
of Proposed Community Facilities )  
District No. 20 of the Chula Vista )  
Elementary School District )

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

WHEREAS, the Chula Vista Elementary School District ("District") is a public school district organized and existing pursuant to California law; and

WHEREAS, the Board of Education of the Chula Vista Elementary School District ("Board") intends, in accordance with the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 *et seq.* ("Mello-Roos Act"), to form Community Facilities District No. 20 of the Chula Vista Elementary School District ("CFD No. 20") for purposes of financing and/or otherwise providing public facilities as are described in the Resolution of Intention to Establish Community Facilities District No. 20 and to Authorize Submittal of Levy of Special Taxes to Qualified Electors ("Resolution of Intention") previously adopted by the Board; and

WHEREAS, the Resolution of Intention provides that the Board shall hold a public hearing on the formation of CFD No. 20 and related matters ("Public Hearing") on April 12, 2017, at 6:00 p.m. or as soon thereafter as practicable, in the Board meeting room located at 84 East J Street, Chula Vista, California 91910; and

WHEREAS, the Board has received and considered the map entitled "Proposed Boundary Map of Community Facilities District No. 20 (Village 3 North) of the Chula Vista Elementary School District, County of San Diego, State of California" ("Boundary Map"), which depicts and describes the boundary line and territory within CFD No. 20; and

WHEREAS, the Boundary Map, a copy of which is attached as Exhibit "A" hereto and incorporated by this reference, conforms to the requirements of the Mello-Roos Act and California Streets and Highways Code Section 3110 *et seq.*

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED as follows:

Section 1. The above Recitals are all true and correct.

Section 2. The Board hereby approves and adopts the Boundary Map attached as Exhibit A hereto as the official boundary map for CFD No. 20. The Boundary Map shall govern and control with regard to all details of the initial boundaries and extent of real property within CFD No. 20.

Section 3. The Board hereby directs the Secretary of the Board to endorse a certificate evidencing the date the Board adopted this Resolution on the original Boundary Map and on at least one copy, and to file the original Boundary Map in the office of the Clerk of the Board. The Boundary Map shall contain the following legend on its face in substantially the following form:

Filed in the office of the Clerk of the Board of Education of the Chula Vista Elementary School District this 8<sup>th</sup> day of March, 2017.

By: \_\_\_\_\_  
Francisco Escobedo, Secretary of the Board of  
Education of the Chula Vista Elementary School District

I hereby certify that the within map showing proposed boundaries of Community Facilities District No. 20 of the Chula Vista Elementary School District, County of San Diego, State of California, was approved by the Board of Education of the Chula Vista Elementary School District during its meeting held on March 8, 2017, pursuant to its Resolution No. \_\_\_\_\_.

By: \_\_\_\_\_  
Dr. Francisco Escobedo, Secretary of the Board of  
Education of the Chula Vista Elementary School District

Filed this \_\_\_\_\_ day of March, 2017, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ m. in Book \_\_\_\_\_ of Maps of Assessment and Community Facilities Districts at Page(s) \_\_\_\_\_, in the Office of the Assessor/Recorder/County Clerk for the San Diego County, State of California.

By: \_\_\_\_\_  
Assessor/Recorder/County Clerk for the County of  
San Diego







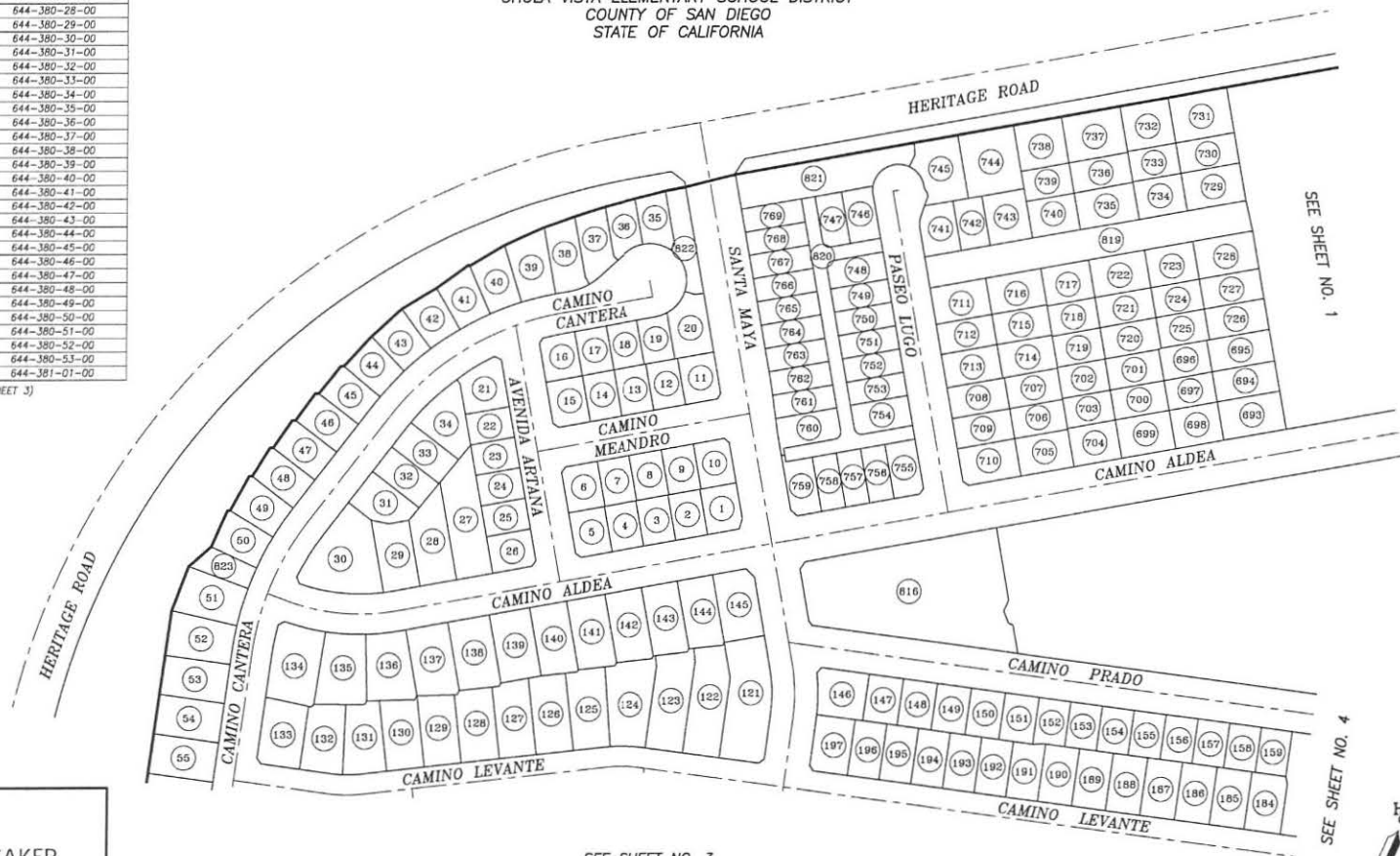
PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

(CONTINUED FROM SHEET 1)

LOT DESCRIPTION	
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54	644-381-01-00

(CONTINUED ON SHEET 3)



**HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC.  
PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92171  
SURVEYING PH(619)558-4500 · FX(619)558-1414

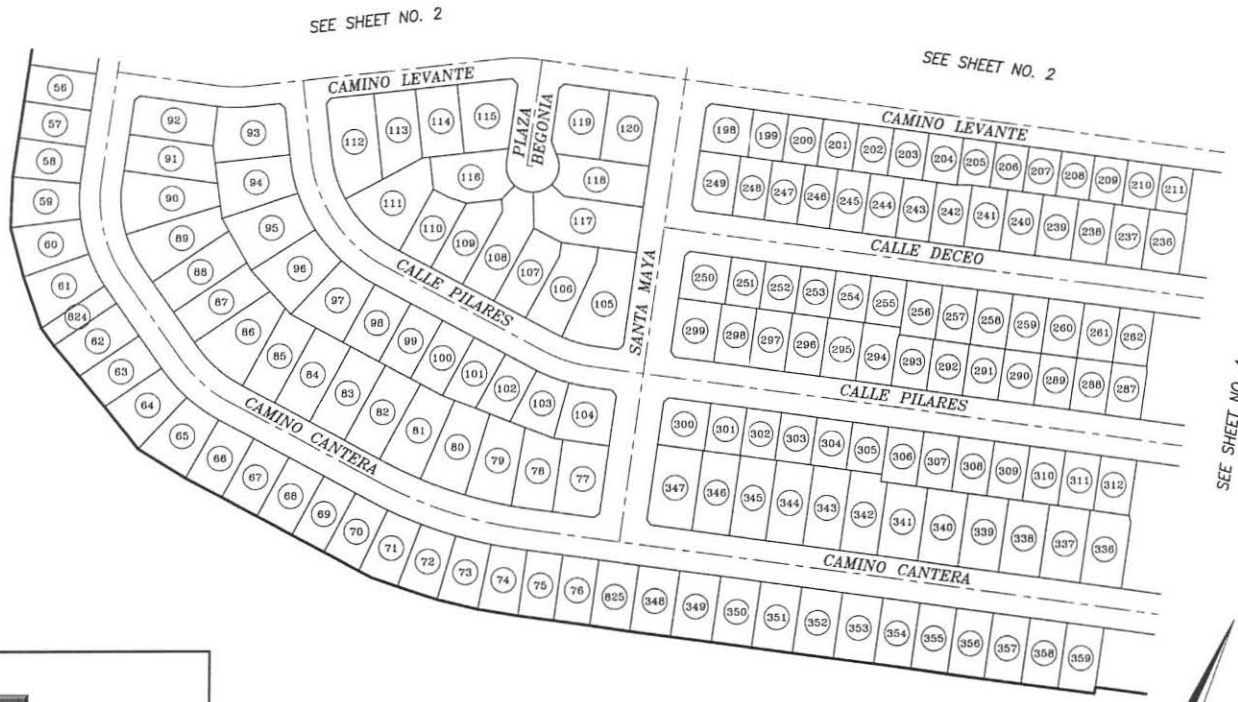
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March 8, 2017

R:\1227\emap\Gnhits\28 CFD School District Study Map SH1 02.dwg[3mm-12-2017:17:19 W.G. 2385-0011

SHEET	2 OF 8
DATE	JANUARY 2017
JOB NO.	CFD_--

PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA



(CONTINUED FROM SHEET 2)

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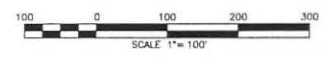
(CONTINUED ON SHEET 5)

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

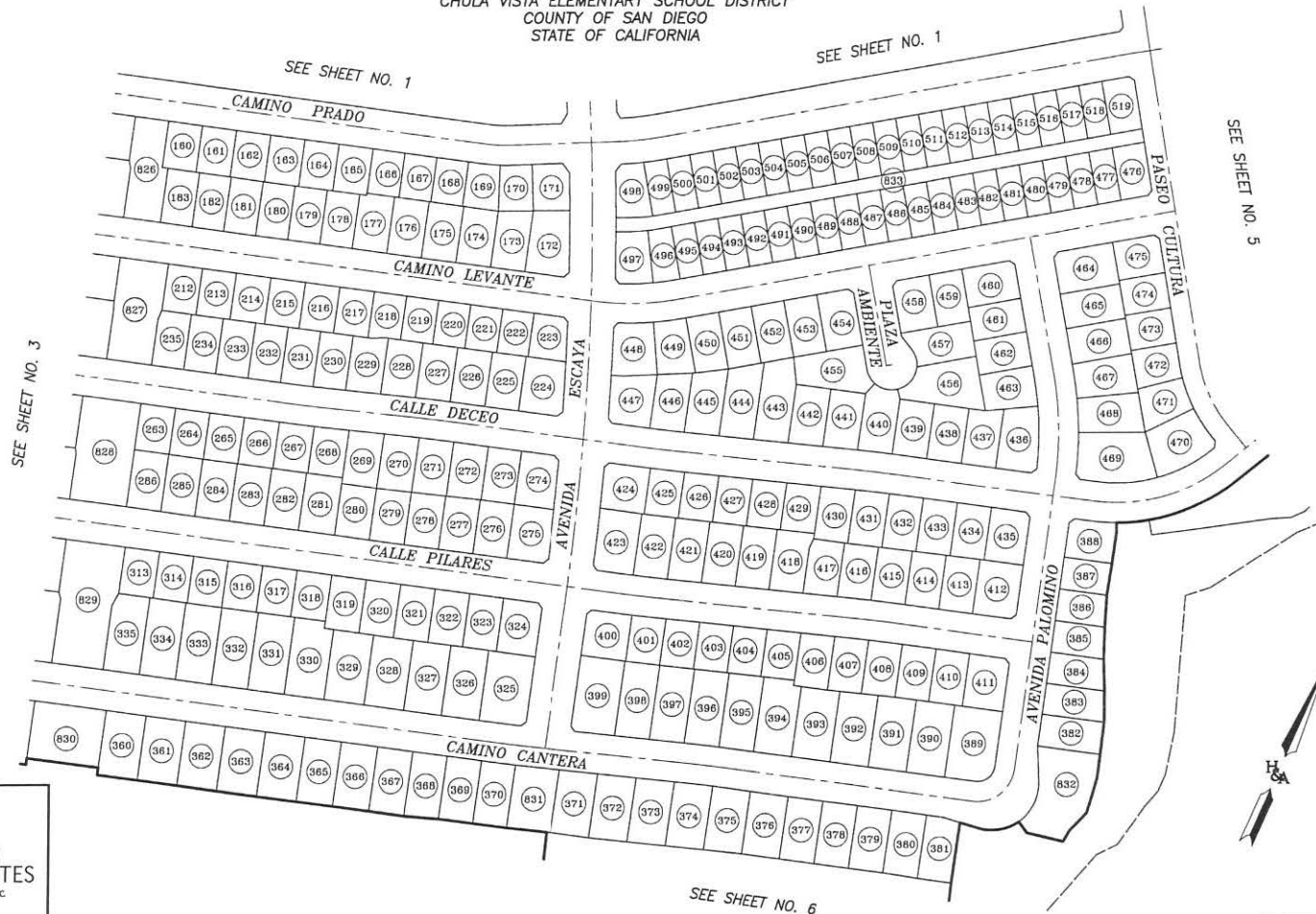
PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca. 92121  
SURVEYING PH(619)558-4500 - FX(619)558-1414



R:\12274\Map\Exhib\EX 070 School District Study Map SHF 03.dwg[Jan-12-2017]17:19 W.G. 2395-0011

PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

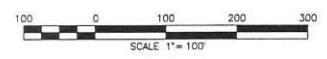


SEE SHEET NO. 5

SEE SHEET NO. 3

SEE SHEET NO. 1

SEE SHEET NO. 6



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DATE	JANUARY 2017
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**H & A** HUNSAKER & ASSOCIATES  
SAN DIEGO, INC.

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ENGINEERING San Diego, Ca 92121  
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PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

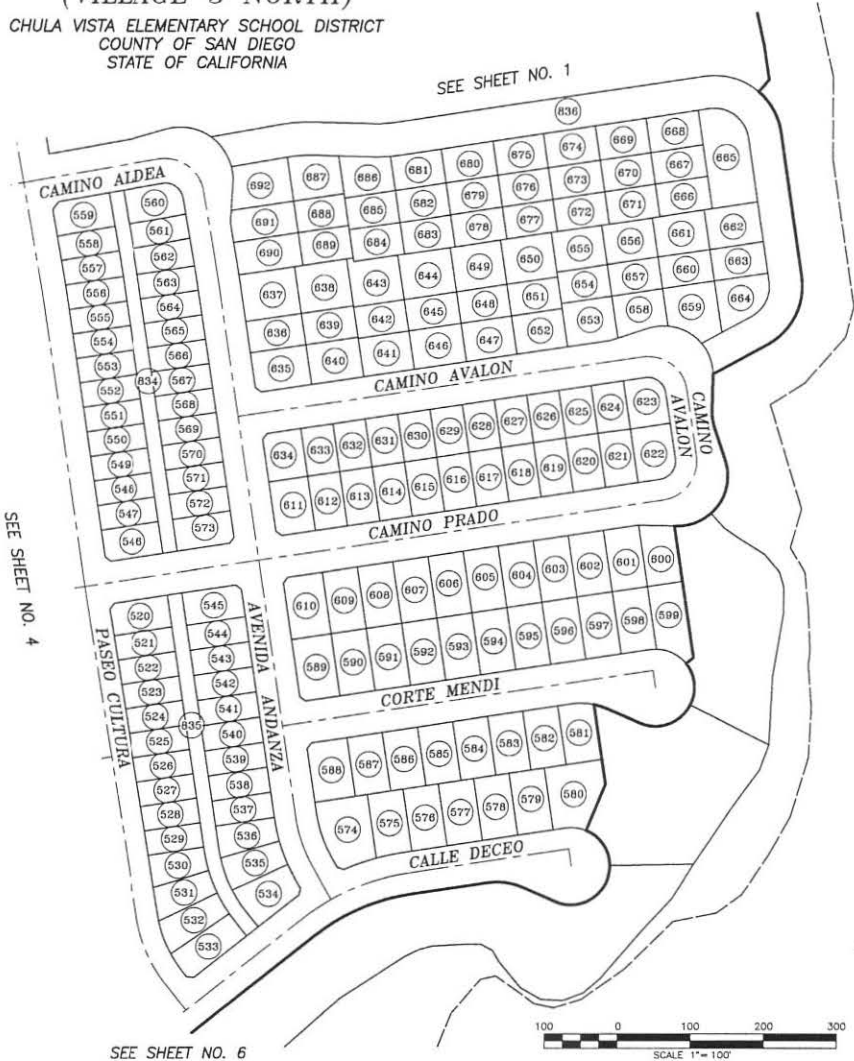
CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

(CONTINUED FROM SHEET 3)

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**H&A HUNSAKER & ASSOCIATES**  
SAN DIEGO, INC.  
PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(658)558-4500- FX(658)558-1414

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JOB NO.	CFD_

R:\1327\Map\Exhibit\EX 20 School District Prop Map Shif US.dwg[Jan-12-2017:17:22 W.D. 2305-001]



(CONTINUED FROM SHEET 5)

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LOT DESCRIPTION	
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(CONTINUED ON SHEET 7)

PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA



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PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH8583558-4500 FX8583558-1414

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DATE	JANUARY 2017
JOB NO.	CFD_--_--



(CONTINUED FROM SHEET 7)

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PROPOSED BOUNDARY MAP OF  
COMMUNITY FACILITIES DISTRICT NO. 20  
(VILLAGE 3 NORTH)

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
704	644-384-12-00
705	644-384-13-00
706	644-384-14-00
707	644-384-15-00
708	644-384-16-00
709	644-384-17-00
710	644-384-18-00
711	644-384-19-00
712	644-384-20-00
713	644-384-21-00
714	644-384-22-00
715	644-384-23-00
716	644-384-24-00
717	644-384-25-00
718	644-384-26-00
719	644-384-27-00
720	644-384-28-00
721	644-384-29-00
722	644-384-30-00
723	644-384-31-00
724	644-384-32-00
725	644-384-33-00
726	644-384-34-00
727	644-384-35-00
728	644-384-36-00
729	644-384-37-00
730	644-384-38-00
731	644-384-39-00
732	644-384-40-00
733	644-384-41-00
734	644-384-42-00
735	644-384-43-00
736	644-384-44-00
737	644-384-45-00
738	644-384-46-00
739	644-384-47-00
740	644-384-48-00
741	644-384-49-00
742	644-384-50-00
743	644-384-51-00
744	644-384-52-00
745	644-384-53-00
746	644-384-54-00
747	644-384-55-00
748	644-384-56-00
749	644-384-57-00
750	644-384-58-00
751	644-384-59-00
752	644-384-60-00
753	644-384-61-00
754	644-384-62-00
755	644-384-63-00
756	644-384-64-00
757	644-384-65-00
758	644-384-66-00
759	644-384-67-00
760	644-384-68-00
761	644-384-69-00
762	644-384-70-00
763	644-384-71-00
764	644-384-72-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
765	644-384-73-00
766	644-384-74-00
767	644-384-75-00
768	644-384-76-00
769	644-384-77-00
770	644-062-01-00
771	644-062-02-00
772	644-062-03-00
773	644-062-04-00
774	644-062-05-00
775	644-062-06-00
776	644-062-07-00
777	644-062-08-00
778	644-062-09-00
779	644-062-10-00
780	644-062-11-00
781	644-062-12-00
782	644-062-13-00
783	644-062-14-00
784	644-062-15-00
785	644-062-16-00
786	644-062-17-00
787	644-062-18-00
788	644-062-19-00
789	644-062-20-00
790	644-062-21-00
791	644-062-22-00
792	644-062-23-00
793	644-062-24-00
794	644-062-25-00
795	644-062-26-00
796	644-062-27-00
797	644-062-28-00
798	644-062-29-00
799	644-062-30-00
800	644-062-31-00
801	644-062-32-00
802	644-062-33-00
803	644-062-34-00
804	644-062-35-00
805	644-062-36-00
806	644-062-37-00
807	644-062-38-00
808	644-062-39-00
809	644-062-40-00
810	644-062-41-00
811	644-062-42-00
812	644-062-43-00
813	644-062-44-00
814	644-061-07-00
815	644-061-12-00
816	644-382-77-00
817	644-382-78-00
818	644-388-74-00
819	644-384-79-00
820	644-384-78-00
821	644-384-81-00
822	644-380-80-00
823	644-380-78-00
824	644-381-70-00
825	644-383-92-00

LOT DESCRIPTION	
MAP REF. NO.	ASSESSOR PARCEL NO.
826	644-382-79-00
827	644-382-80-00
828	644-383-93-00
829	644-383-94-00
830	644-383-95-00
831	644-385-93-00
832	644-386-95-00
833	644-386-94-00
834	644-386-72-00
835	644-386-73-00
836	644-387-88-00
837	644-062-47-00
838	644-062-46-00

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March 8, 2017



PLANNING 9707 Waples Street  
ENGINEERING San Diego, Ca 92121  
SURVEYING PH(619)558-4500 - FX(619)558-1414

SHEET	8 OF 8
DATE	JANUARY 2017
JOB NO.	CFD____

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and Support

**ITEM TITLE:**

- (1) Approve Revisions to Fiscal Year 2016-17 Budget;
- (2) Approve Second Interim Financial Report at January 31, 2017; and
- (3) Certify District's Financial Status for Fiscal Year 2016-17

    X     Action

                     Information

**BACKGROUND INFORMATION:**

Attached is an analysis of the District's 2016-17 Second Interim Financial Report. The Second Interim Report is based on financial data as of January 31, 2017, with projections through June 30, 2017. Information in this section reflects the General Fund Unrestricted and Restricted Funds. All other funds of the District, including charter schools financial data, are included in Attachments III and IV.

On January 10, 2017, Governor Brown released his proposed 2017-18 State Budget Proposal. Following are the key components of the Governor's 2017-18 Budget.

- LCFF – Proposes approximately \$744 million additional LCFF gap funding for school districts and charter schools. An LCFF gap funding of 23.67 percent is projected for 2017-18 that pays for a 1.48% COLA.
- One-Time Discretionary Funding – Proposes \$287 million in one-time funds to offset prior year mandated reimbursement claims owed to school districts. Funding is estimated at \$48 per Average Daily Attendance (ADA).

The District's 2016-17 ending fund balance is expected to be \$55,800,249, and the Reserve for Economic Uncertainties (REU) is projected at \$49,690,249, an increase of \$1,826,642 from the First Interim Budget. The major reasons for the increase are noted below.

## Unrestricted Revenues

General Fund unrestricted revenue changes since the District's First Interim Budget total \$1,100,060. Following are the major areas of change affecting revenues.

1. LCFF \$ 172,307

The major cause of this increase is attributed to the increase in the LCFF gap rate from 54.18 percent to 55.28 percent.

2. Federal Revenues \$ 363,940

Increased Impact aid funding by \$147,396 and prior year Medi-Cal Administrative Activities (MAA) funds by \$216,544 accounted for the increase in this category.

3. State Revenues \$ 167,038

The major cause of this increase is due to the receipt of prior year lottery funds combined with a slight increase in the Lottery rate from \$141 to \$144.

4. Local Revenues \$ 396,775

The majority of this change is due to a projected increase in interest revenue of \$100,000, increase in school gifts and sale of equipment of \$129,355, and increase in charter school chargebacks of \$167,587.

Based on current enrollment data as of Second Interim Budget, projected 2016-17 actual ADA is being decreased by 155 ADA for the District less charter schools from the First Interim Budget, a total of 255 ADA since the District's 2016-17 Adopted Budget. For future years, the current overall District less charter schools enrollment climate does not support aggressive enrollment projections, so staff did not project growth for subsequent years in the District's multiyear projections.

## Unrestricted Expenditures

Changes in budgeted unrestricted expenditures for 2016-17 from the First Interim Budget to the Second Interim Report total a decrease of \$740,490. Following is a summary of the major reasons for the expenditure changes.

1. Salaries and Benefits \$ <193,760>

The major reasons for the decrease are reduction in estimated teacher costs and related benefits which was partially offset by the reallocation of the school site LCFF/LCAP expenses.

2. Books and Supplies \$ <552,263>

The majority of these changes are due to the reallocation of the LCFF/LCAP site allocation funds based on school site budgets to their respective categories. A decrease of approximately <\$91,886> in transportation supplies also contributed to the changes in this category.

Unrestricted Other Financing Sources/Uses

1. Contribution \$ <161,092>

A \$161,092 decrease in contribution from the Unrestricted General Fund to the Restricted Special Education Program is primarily caused by savings for partial year vacancies, which resulted in a one-time savings.

Restricted Programs

Attachment II is a summary of Restricted Program Funds that the District estimates to receive in the 2016-17 Second Interim Budget, as compared with the amount anticipated in the First Interim Budget. There is an increase of \$2,689,651 in grants and entitlements from the First Interim Budget to this report. Carryover from the prior year(s) and year-end deferred revenues are also reflected as expenditures in 2016-17. All Restricted Program revenues and expenditures are budgeted as revenue and expenditure neutral, therefore having no impact on the District's ending balance. All amounts in the Designated Ending Balance that pertain to Restricted Program funds are also expended in this report. Following is a list of the changes (\$20,000 or more) in grants or entitlements.

Federal

Title I – Federal Compensatory Education	\$ 78,023
Total Federal	\$ 78,023

State

California Clean Energy Jobs Act (Prop 39)	\$ 2,381,117
Lottery - Restricted	96,370
Special Education: Mental Health Services	<u>20,800</u>
Total State	\$ 2,498,287

Local

Kaiser Foundation Hospital Grant	\$ 46,281
All Other Local	<u>63,901</u>
Total Local	\$ 110,182



## Fund Balance/Reserve for Economic Uncertainties (REU)

The District's total projected ending balance is now estimated at \$55,800,249. The REU is the ending balance less the designated items noted below and is \$49,690,249, an increase of \$1,826,642, which provides an 18.49 percent reserve and meets the state's recommended minimum of 3 percent for the District. The REU funds are held to offset deficit spending and possible negative impacts from local, state, or federal economic uncertainties and possible flat or declining District ADA in 2017-18 and 2018-19.

Included in the ending balance are accounts for the following designated items.

1. Revolving Cash Fund \$ 135,000

Current maximum amount available in local banks for issuance of reimbursement checks or advances. There was a \$100,000 increase from the First Interim Budget in order to provide sufficient funds for payroll adjustments due to the new SDCOE payroll system.

2. Stores \$ 700,000

Estimated cash value of warehouse inventory at June 30, 2017.

3. School Gift/United Way Accounts \$ 275,000

Designated for School Gift/United Way accounts that can only be spent by the school sites. There was an increase of \$75,000 for additional site gift funds.

4. Designated for English Language Arts Adoption \$ 5,000,000

This represents the projected cost to purchase English Language Arts Adoption materials.

## Negotiations

Fiscal Negotiations have been completed with Chula Vista Educators (CVE) and the Chula Vista Classified Employees Organization (CVCEO) for 2016-17 and 2017-18.

The cost of a 1 percent salary increase for CVE is \$1,167,615 and for CVCEO is \$396,041. The cost of a 1 percent salary increase for all employees is \$1,760,519. Charter schools negotiate employee salaries separate from the District's negotiations, and the cost of their salary increases is not included in any of these amounts.

## Cash Position

Attachment V (2016-17 Cash Flow) indicates a positive cash position during the remainder of fiscal year 2016-17. Additionally, Attachment VI (2017-18 Cash Flow) indicates a positive cash position for fiscal year 2017-18. For the subsequent fiscal year, appropriate steps will be taken to maintain a positive cash position.

## Multiyear Projections

The Board of Education must certify that the District will have the necessary resources to meet its financial obligations for the current fiscal year as well as two subsequent years. Using 2016-17 as the base year, following are the major assumptions for revenues and expenditures utilized in this analysis.

1. Enrollment growth.
  - a. 2017-18 0 (ADA 0)
  - b. 2018-19 0 (ADA 0)
2. Estimated LCFF gap closure rate and state-funded COLAs (using Department of Finance projections).
  - a. 2017-18 23.67 percent LCFF gap rate (with 1.48 percent COLA)
  - b. 2018-19 53.85 percent LCFF gap rate (with 2.40 percent COLA)
3. Estimated unduplicated English Learner, Low Income, and Foster Youth pupil counts for the LCFF Supplemental and Concentration Grants.
  - a. 2017-18 59.42 percent
  - b. 2018-19 59.11 percent
4. Class/step costs for certificated and classified employees are based on averages of 2 percent and 1.75 percent, respectively. Savings for 15 teacher retirees are also included, and reduce the 2 percent class/step costs for certificated employees.
5. Health insurance premiums increase of 10 percent per year on employer cost.
6. Utilities increase of 10 percent for 2017-18 and flat in 2018-19.
7. Routine Restricted Maintenance funded at the 2.5 percent of expenditures in 2017-18 and 2018-19.
8. Midyear salary adjustments are booked as savings when an employee retires. End-of-year retirements are factored as adjustments to the following year's proposed budget. Savings depend on the experience and education of each retiree and each replacement new hire.

9. Employee Compensation increase for 2017-18.
  - a. CVE and CVCEO: 1.4% compensation increase with each group determining the allocation between salary and benefits.
  - b. Non-Represented: 2.5% salary increase.

The estimated revenues, expenditures, and ending balances are summarized below and on the attached state multiyear projection form.

	<u>2017-18</u>	<u>2018-19</u>
1. ADA	22,797	22,797
2. Revenues/Sources	\$ 251,747,267	\$ 257,173,780
3. Expenditures/Uses	<u>\$ 265,668,654</u>	<u>\$ 273,700,030</u>
Net Increase/<Decrease>	\$ <13,921,387>	\$ <16,526,250>
4. Beginning Balance	<u>\$ 55,800,249</u>	<u>\$ 41,878,862</u>
5. Ending Balance	<u>\$ 41,878,862</u>	<u>\$ 25,352,612</u>
6. Less: Designations	\$ 6,085,000	\$ 6,085,000
7. Reserve for Economic Uncertainties	<u>\$ 35,793,862</u>	<u>\$ 19,267,612</u>
3% Criteria and Standards Minimum Reserve	\$ 7,970,060	\$ 8,211,001

**ADDITIONAL DATA:**

Attached are various District and State reports with revised 2016-17 budgets as of January 31, 2017.

Attachment I – Total General Fund Summary of Revenues, Expenditures, and Changes in Fund Balance; General Fund Unrestricted Programs Summary of Revenues, Expenditures, and Changes in Fund Balance; Summary of Unrestricted Revenues; and Summary of Unrestricted Expenditures by Object Code

Attachment II – Summary: General Fund Restricted Programs

Attachment III – Other Funds Narrative, 2016-17 Second Interim Budget

Attachment IV – Other Funds at Second Interim

Attachment V – 2016-17 Cash Flow

Attachment VI – 2017-18 Cash Flow  
Form CI – District Certification of Interim Report  
Form AI – Attendance Detail  
Form 01CSI – Criteria and Standards  
Form 01I – General Fund Summary  
Form 09I – Charter Schools Special Revenue Fund  
Form MYPI – Multiyear Projections

**FISCAL IMPACT/FUNDING SOURCE:**

See attached.

**STAFF RECOMMENDATION:**

Recommend approval and certification.

**Total General Fund**  
**Summary of Revenues, Expenditures, and Changes in Fund Balance**

Attachment I

<u>Description</u>	2015-16 Unaudited Actuals <u>Budget</u>	2016-17 Adopted <u>Budget</u>	2016-17 First Interim <u>Budget</u>	2016-17 Second Interim <u>Budget</u>
A. Revenues	\$258,713,898	\$257,437,346	\$257,920,244	\$261,709,955
B. Expenditures	<u>241,215,725</u>	<u>256,536,532</u>	<u>266,605,835</u>	<u>268,393,904</u>
C. Excess (Deficiency) of Revenues over Expenditures	17,498,173	900,814	(8,685,591)	(6,683,949)
D. Other Financing Sources/Uses	<u>(524,245)</u>	<u>(400,000)</u>	<u>(400,000)</u>	<u>(400,000)</u>
E. Net Increase (Decrease) in Fund Balance	16,973,928	500,814	(9,085,591)	(7,083,949)
F. Fund Balance, Reserves				
1. Beginning Balance as of July 1	<u>45,910,270</u>	<u>59,954,168</u>	<u>62,884,198</u>	<u>62,884,198</u>
2. Net Ending Balance	<u>\$62,884,198</u>	<u>\$60,454,982</u>	<u>\$53,798,607</u>	<u>\$55,800,249</u>
G. 1. Less : Designations for Ending Balance	<u>11,825,854</u>	<u>5,935,000</u>	<u>5,935,000</u>	<u>6,110,000</u>
2. Reserve for Economic Uncertainties	<u>\$51,058,344</u>	<u>\$54,519,982</u>	<u>\$47,863,607</u>	<u>\$49,690,249</u>

**General Fund**  
**Summary of Unrestricted Revenues, Expenditures, and Changes in Fund Balance**

Attachment I

Description	2015-16 Unaudited Actuals Budget	2016-17 Adopted Budget	2016-17 First Interim Budget	2016-17 Second Interim Budget
A. Revenues	\$211,999,101	\$214,428,005	\$213,106,468	\$214,206,528
B. Expenditures	<u>165,694,335</u>	<u>175,320,987</u>	<u>182,672,733</u>	<u>181,932,243</u>
C. Excess (Deficiency) of Revenues over Expenditures	46,304,766	39,107,018	30,433,735	32,274,285
D. Other Financing Sources/Uses				
1. Transfer to Pupil Transportation Equipment Fund	(400,000)	(400,000)	(400,000)	(400,000)
2. Contributions to Special Education and Maintenance	<u>(30,393,246)</u>	<u>(34,723,294)</u>	<u>(35,625,983)</u>	<u>(35,464,891)</u>
	(30,793,246)	(35,123,294)	(36,025,983)	(35,864,891)
E. Net Increase (Decrease) in Fund Balance	<u>15,511,520</u>	<u>3,983,724</u>	<u>(5,592,248)</u>	<u>(3,590,606)</u>
F. Fund Balance, Reserves				
1. Beginning Balance as of July 1	43,879,335	56,471,258	59,390,855	59,390,855
2. Net Ending Balance				
a. Revolving Cash Fund	35,000	35,000	35,000	135,000
b. Stores	692,784	700,000	700,000	700,000
c. Reserve for Economic Uncertainties (REU)	51,058,344	54,519,982	47,863,607	49,690,249
d. Assigned for Prepaid Items	3,060	0	0	0
e. Assigned for LCAP/Site Funds	2,288,993	0	0	0
f. Assigned for LCAP	8,126	0	0	0
g. Assigned for Donations/School Gifts	304,548	200,000	200,000	275,000
h. Assigned for English Language Arts Adoption	<u>5,000,000</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>5,000,000</u>
Total Fund Balance, Reserves	<u>\$59,390,855</u>	<u>\$60,454,982</u>	<u>\$53,798,607</u>	<u>\$55,800,249</u>
Minimum 3% Reserve	<b>3% = \$7,252,199</b>	<b>3% = \$7,708,096</b>	<b>3% = \$8,010,175</b>	<b>3% = \$8,063,817</b>

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 March 8, 2017



**General Fund  
Summary of Unrestricted Revenues**

Attachment I

	2015-16 Unaudited Actuals <u>Budget</u>	2016-17 Adopted <u>Budget</u>	2016-17 First Interim <u>Budget</u>	2016-17 Second Interim <u>Budget</u>
<u>Student Factors</u>				
1. K-6 ADA	28,719	28,861	28,832	28,663
2. Less Direct Funded Charters ADA	(5,667)	(5,809)	(5,880)	(5,866)
Adjusted K-6 ADA	<u>23,052</u>	<u>23,052</u>	<u>22,952</u>	<u>22,797</u>
<u>Revenues</u>				
1. LCFF Sources	\$184,115,274	\$193,315,324	\$193,094,141	\$193,266,448
2. Federal Revenues				
a. Impact Aid (PL874)	\$614,282	\$300,000	\$400,000	\$547,396
b. U.S. Wildlife Reserve	7,858	7,123	8,249	8,249
c. Medi-Cal Administrative Activities/Other Federal	755,355	0	0	216,544
Total Federal Revenues	<u>\$1,377,495</u>	<u>\$307,123</u>	<u>\$408,249</u>	<u>\$772,189</u>
3. Other State Revenues				
a. Mandated Block Grant	\$657,089	\$657,089	\$654,746	\$654,746
b. Mandated Costs-Prior year claims (one-time)	12,237,090	5,457,186	4,930,179	4,942,883
c. Lottery-unrestricted	3,565,127	3,534,098	3,372,935	3,527,269
d. STAR/CELDT Testing	98,813	98,728	85,291	85,291
Total State Revenues	<u>\$16,558,119</u>	<u>\$9,747,101</u>	<u>\$9,043,151</u>	<u>\$9,210,189</u>
4. Other Local Revenues				
a. Charter School transfer of Special Education ADA	5,851	0	0	0
b. Sale of Equipment/Supplies/Other	34,008	10,645	10,645	40,000
c. Transportation Services Study Trips	286,086	350,000	350,000	350,000
d. Leases & Rentals	353,652	287,172	287,172	287,172
e. Interest	305,150	118,000	220,000	320,000
f. Nonresident Tuition	31,347	1,500	27,141	27,141
g. Interagency	8,292,655	9,359,861	8,534,790	8,702,210
h. Student Teaching	27,175	20,000	20,000	20,000
i. Other In-lieu Tax	6,179	6,179	6,179	6,179
j. All Other Local	236,466	705,100	905,000	930,000
k. School Gifts/United Way	369,644	200,000	200,000	275,000
Total Local Revenues	<u>9,948,213</u>	<u>11,058,457</u>	<u>10,560,927</u>	<u>10,957,702</u>
Total Revenues	<u><u>\$211,999,101</u></u>	<u><u>\$214,428,005</u></u>	<u><u>\$213,106,468</u></u>	<u><u>\$214,206,528</u></u>

**Summary of Unrestricted  
Expenditures by Object Code**

Attachment I

State Object Code	Description	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10-31-16	2016-17 Second Interim @ 01-31-17
<u>Expenditures</u>					
1000	Certificated Salaries	\$91,600,859	\$95,216,530	\$99,889,943	\$99,535,199
2000	Classified Salaries	23,825,799	24,479,106	25,463,630	25,667,512
3000	Employee Benefits	30,404,421	33,979,844	36,000,135	35,957,237
4000	Books and Supplies	7,611,947	7,593,643	7,640,403	7,088,140
5000	Services & Other Operating Expenses	14,632,308	16,352,240	15,790,396	15,749,467
6000	Capital Outlay	226,492	211,558	180,517	217,658
7000	Other Outgo/Uses	<u>(2,607,503)</u>	<u>(2,511,934)</u>	<u>(2,292,291)</u>	<u>(2,282,970)</u>
	Total Expenditures	<u><u>\$165,694,323</u></u>	<u><u>\$175,320,987</u></u>	<u><u>\$182,672,733</u></u>	<u><u>\$181,932,243</u></u>

Chula Vista Elementary School District  
Summary: General Fund Restricted Programs

Attachment II

Program	2016-17 Adopted Rev Budget	2016-17 Adopted Exp Budget	2016-17 Beginning Fund Balance	2016-17 Estimated Contr. at 2nd Int.	2016-17 Est. Rev/Contr. at 2nd Interim	2016-17 Est. Rev/Contr. at 2nd Interim
<b>LCFF SOURCES</b>						
Special Education	\$ 1,186,532	\$ 1,186,532			\$ 1,186,532	\$ 1,186,532
<b>TOTAL LCFF SOURCES</b>	<b>\$ 1,186,532</b>	<b>\$ 1,186,532</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 1,186,532</b>	<b>\$ 1,186,532</b>
<b>FEDERAL</b>						
Title I - Federal Compensatory Education	\$ 5,630,292	\$ 5,630,292			\$ 5,843,187	\$ 5,843,187
SPED, Local Assistance	4,630,965	4,630,965			4,630,965	4,630,965
SPED, Local Assistance, Private School ISPs	25,467	25,467			25,831	25,831
Federal Preschool Grant	228,809	228,809			228,809	228,809
Federal Preschool Local Entitlement	443,871	443,871			460,969	460,969
Federal IDEA Mental Health Local Entitlement	332,510	332,510			334,786	334,786
Federal Preschool Staff Development	2,866	2,866			2,835	2,835
Title II - Teacher Quality	746,850	746,850			752,660	752,660
Title II - Principal Training	64,881	64,881			64,881	64,881
California Math and Science Partnership (CaMSP)	138,357	138,357			138,357	138,357
Title III - Ed of LEP Immigrant Subgrant	0	0			74,631	74,631
Title III - Ed of LEP (EiEP/Bilingual Programs)	1,019,407	1,019,407			951,345	951,345
Medi-Cal Billing	0	774,121	875,880		0	875,880
Medi-Cal Target Case Management - Fam Res Ctr	0	38,810	39,632		0	39,632
Mathematics/Reading AB 466 (One Time)	0	3,903			3,903	3,903
<b>TOTAL FEDERAL PROGRAMS</b>	<b>\$ 13,264,275</b>	<b>\$ 14,081,109</b>	<b>\$ 915,513</b>	<b>\$ 0</b>	<b>\$ 13,513,159</b>	<b>14,428,671</b>
<b>STATE</b>						
Active Transportation Program	\$ 0	\$ 0			\$ 210,168	\$ 210,168
California Clean Energy Jobs Act (Prop 39) Year 14/15	0	0			149,505	149,505
California Clean Energy Jobs Act (Prop 39) Year 15/16	0	0			879,685	879,685
California Clean Energy Jobs Act (Prop 39) Year 16/17	0	0			1,351,927	1,351,927
Educator Effectiveness	0	1,340,781	1,380,686		0	1,380,686
Lottery/Restricted	990,911	1,541,997	790,924		1,084,158	1,875,082
Quality Education Investment Act	0	96,508	69,918		0	69,918
Special Ed: Mental Health Services	1,729,372	1,729,372	2,029		1,717,214	1,719,243
STRS On-Behalf Pension Contribution	9,045,134	9,045,134			9,045,134	9,045,134
Williams Emergency Repair Program	0	0			174,642	174,642
<b>TOTAL STATE PROGRAMS</b>	<b>\$ 11,765,417</b>	<b>\$ 13,753,792</b>	<b>\$ 2,243,557</b>	<b>\$ 0</b>	<b>\$ 14,612,433</b>	<b>16,855,990</b>
<b>LOCAL</b>						
Special Education	\$ 12,668,973	\$ 12,668,973			\$ 12,692,647	\$ 12,692,647
Special Education - Low Incidence	52,910	63,240	10,593		56,040	66,633
21st Century Comm. Learning Center (21stCCLC)	0	0			23,029	23,029
After School Learning & Safe Neighborhoods	2,997,178	2,997,178			2,991,794	2,991,794
Ball Foundation - District	0	37,693			37,693	37,693
Ball Foundation Community Schools - Various Sites	0	9,755			9,755	9,755
Be There San Diego	0	0			19,065	19,065
CA Family Resource Assn.	0	0			10,976	10,976
CDBG/City of CV - Child Advocate - Fam Res Ctrs	0	0			10,207	10,207
CTC Paraprof Teacher Training Repayment Accl	0	9,093			9,093	9,093
CV Comm Collaborative/Fam Res Ctrs (CVCC/FRC)	0	37,604			61,110	61,110
CV Comm Collaborative Community Project	0	20,556			18,977	18,977
Center for Civic Engagement	0	0			190	190
Chargers Champion - Hilltop Drive School	0	374			374	374
Children's Partnership	0	0			3,750	3,750
Day of the Child / FRC	0	24,763			34,130	34,130
District Intramural Sports	0	0			7,822	7,822
EastLake Educational Foundation	0	20,178			87,497	87,497
EISS Implementation Grant	0	107			107	107
Even Start/Toyota Family Literacy Prgm	0	61			61	61
Even Start/Schools Support	0	1,485			1,485	1,485
Even Start/Schools Support/Coaching Project	0	1,447			1,447	1,447

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Chula Vista Elementary School District  
 Summary: General Fund Restricted Programs

Attachment II

Program	2016-17 Adopted Rev Budget	2016-17 Adopted Exp Budget	2016-17 Beginning Fund Balance	2016-17 Estimated Contr. at 2nd Int.	2016-17 Est. Rev/Contr. at 2nd Interim	2016-17 Est Exp/Contr. at 2nd Interim
First 5 Live Well San Diego	0	0			83,952	83,952
FRC Kaiser Hospital Foundation	0	0			45	45
General Mills Foundation	0	34			34	34
Girard Foundation Grant	0	8,158			8,158	8,158
Head Start Preschool	630,000	700,755			684,169	684,169
Healthy Families/FRC	0	0			49	49
HHS/PPPW Healthy Schools Grant	0	21			21	21
HomeTown Grant	0	0			3,260	3,260
Inter-Generational Games - Olympic Training Center	0	1,158			2,348	2,348
Microsoft Technology Voucher	0	0			235	235
Kaiser Foundation Hospitals	0	20,164			80,798	80,798
Microsoft CA Government Entities Settlement	0	63,573			63,573	63,573
Midway Magic	0	1,790			1,790	1,790
National Foundation For Autism Research	0	2,518			2,156	2,156
OASIS Tutoring Program	0	3,733			3,733	3,733
Poison Control/FRC	0	0			13,143	13,143
Professional Development Institutes (PDI)	0	914			914	914
Project Cal-Well	0	0			134,097	134,097
Promise Neighborhood Grant	97,356	97,366			97,356	97,356
Quality Preschool Initiative (QPI)	340,500	340,500			392,277	392,277
REACH	0	0			33,478	33,478
SD Association of Government/FRC	0	7,697			8,188	8,188
San Diego County Intergmtnl Prgm - Otay/Early Int	0	1,221			1,221	1,221
San Diego Foundation - Vonnie McMillin Fndtn	0	0			6,637	6,637
San Diego Foundation Teacher's Fund - Various Sites	0	11,160			11,160	11,160
SD Foundation for Change/FRC	0	0			0	0
SD Prevention Research Ctr/FRC	0	3,937			4,061	4,061
SD Susan G Komen FRC	0	0			0	0
San Diego Unified Port District	6,200	6,200			12,400	12,400
Scripps Whittier PV FD/FRC	0	0			0	0
South Bay Community Services - SBCS/FRC	0	0			25,745	25,745
Speech Contest B of A	0	800			2,800	2,800
Strategies Grant FRC	0	0			0	0
SUHSD - Support	0	39,049			0	0
SUHSD / FRC	0	0			0	0
SUHSD - Healthy Eating Active Comm (HEAC)	0	686			686	686
Toshiba America Foundation	0	40			40	40
UCSD - CREATE	0	70,000			148,598	148,598
USC/DODEA	0	194,929			285,014	285,014
Wells Fargo Donation - District	0	1,189			1,189	1,189
Wells Fargo Foundation	0	729			729	729
<b>TOTAL LOCAL PROGRAMS</b>	<b>\$ 16,793,117</b>	<b>\$ 17,470,818</b>	<b>\$ 10,593</b>	<b>\$ 0</b>	<b>\$ 18,191,303</b>	<b>\$ 18,201,896</b>
<b>OTHER FINANCING SOURCES/USES</b>						
Special Education	\$ 27,192,995	\$ 27,192,995		\$ 29,229,735	\$ 29,229,735	\$ 29,229,735
Restricted Maintenance Account	7,530,299	7,530,299	323,680	6,235,156	6,235,156	6,558,836
<b>TOTAL OTHER FINANCING SOURCES/USE</b>	<b>\$ 34,723,294</b>	<b>\$ 34,723,294</b>	<b>\$ 323,680</b>	<b>\$ 35,464,891</b>	<b>\$ 35,464,891</b>	<b>\$ 35,788,571</b>
<b>GRAND TOTAL CATEGORICAL PROGRAMS</b>	<b>\$ 77,732,635</b>	<b>\$ 81,215,545</b>	<b>\$ 3,493,343</b>	<b>\$ 35,464,891</b>	<b>\$ 82,968,318</b>	<b>\$ 86,461,660</b>

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**OTHER FUNDS NARRATIVE  
2016-17 SECOND INTERIM BUDGET**

This narrative describes significant changes that have occurred in Other Funds between the 2016-17 First Interim Budget and the 2016-17 Second Interim Budget. The attached pages detail these budgets by fund in order to provide an overall financial summary of District operations not conducted through the General Fund.

Building Fund – Revenue and expenditure projections are not expected to materially change from the First Interim Budget.

Bond Building Fund – Proceeds from the sale of the Bonds of the School Facilities Improvement District No.1 (General Obligation, 2012, Election, Series C) will result in an increase in revenue of \$45,323,625. Expenditure projections are expected to increase by \$815,706, primarily due to the cost of issuance associated with the bond sale of \$348,625 and additional cost of \$467,081 for architect fees associated with modernization projects scheduled for summer 2018 and 2019.

Developers' Fees-Capital Improvement Fund – Revenue projections are expected to increase by \$317,638, primarily due to the increase in Developer Fees and other local revenue. Expenditure projections are expected to decrease by <\$56,606>, primarily due to cost associated with the completion of construction projects.

State School Facilities Fund-SB 50 Modernization/New Construction – Revenue and expenditure projections are not expected to materially change from the First Interim Budget.

Pupil Transportation Equipment Fund – Revenue and expenditure projections are not expected to materially change from the First Interim Budget.

Cafeteria Account – Revenue projections are expected to decrease by <\$100,000> due to a decrease in meal participation. Expenditure projections are expected to decrease by <\$735,233> due to savings in operational expenses and capital equipment.

Child Development Fund – Revenue projections are expected to increase by \$72,186, mainly due to the increase in the states reimbursement rate. Expenditure projections are not expected to materially change from the First Interim Budget.

Charter Schools Fund (Arroyo Vista, Chula Vista Learning Community [CVLC], Discovery, Mae L. Feaster, and Robert L. Mueller) – Revenue projections are expected to increase by \$512,539, primarily due to increase in other State sources of \$437,860 comprised mostly of Proposition 39 Energy Efficiency Grants and increase in Lottery revenue of \$78,702. Expenditure projections are expected to

decrease by <\$376,629>, primarily due to a decrease in supplies expenses of <\$739,280>, which is offset by an increase in other operating costs of \$427,484 due to higher expenses for professional development workshops, consultants, and software licenses.

Workers' Compensation Insurance Fund – Revenue projections are expected to increase by \$335,000, primarily due to the increase in premium revenue. Expenditure projections are expected to increase by \$282,282 due to the increase in employee workers' compensation claims.

Other Post-Employment Benefits Insurance Fund – Revenue and expenditure projections are not expected to materially change from the First Interim Budget.

Community Facilities District Capital Projects Fund – Revenue projections are expected to increase by \$100,000, primarily due to the increase in special tax revenue. Expenditures projections are expected to decrease by <\$615,796>, primarily due to construction cost of the relocatable project at Enrique S. Camarena Elementary which is anticipated to be completed in 2017-18.

Community Facilities District Debt Service Fund – Revenues and expenditure projections are not expected to materially change from the First Interim Budget.

Building Fund (21-09)

Attachment IV

School Facilities are built and equipped with proceeds from the Building Fund. The District may sell Certificates of Participation (COPs) or Bonds, which provide the funds for construction and related expenses, with the repayment funded by specific non-general fund sources. In 2013-14, the District sold COPs to acquire and install classrooms at CVLCC for Grades 9-12 at Silver Wing and to acquire and install classrooms at Feaster Charter for Grades 7 and 8. Both schools will make transfers to this fund to cover the COP debt service payments.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$1,659,192	\$322,127	\$317,435	\$317,435
Revenue				
Interest	\$2,207	\$500	\$2,000	\$4,000
Other Local	0	0	185,520	185,520
Transfer from CVLCC for High School Lease Payment	447,550	445,000	445,000	445,000
Transfer from Feaster for Middle School Lease Payment	145,712	142,788	142,788	142,788
Total Revenue	\$595,469	\$588,288	\$775,308	\$777,308
Total Beginning Balance & Revenue	\$2,254,661	\$910,415	\$1,092,743	\$1,094,743
Expenditures				
Supplies	\$289,329	\$0	\$0	\$0
Services & Other Expenses	28,238	48,916	48,916	48,916
Sites, Buildings & Equipment	1,026,397	0	7,192	7,192
Lease Payments-CVLCC High School	447,550	445,000	445,000	445,000
Lease Payments-Feaster Middle School	145,712	142,788	142,788	142,788
Total Expenditures & Other Outgo	\$1,937,226	\$636,704	\$643,896	\$643,896
Total Ending Balance, June 30	\$317,435	\$273,711	\$448,847	\$450,847
Designated for CVLCC HS @ Silver Wing	\$48,916	\$0	\$0	\$0
Total Ending Balance, June 30	268,519	273,711	448,847	450,847



**Bond Building Fund (21-39)**

**Attachment IV**

In November 2012, local voters in School Facilities Improvement District (SFID) No. 1 approved Proposition E, a \$90 million general obligation bond to provide funds to renovate and modernize facilities and improve technology at the District's oldest schools. Education Code Section 15146 requires the District to establish a restricted bond building fund for the purposes of receiving, holding, investing, and disbursing funds for construction projects. \$31,000,000 in Series A bonds was sold in June 2013 and \$14,000,000 in Series B bonds was sold in February 2015 to help finance the modernization. Rice, Castle Park, and Rosebank was modernized during the summer of 2014. Vista Square, Hilltop, and Allen was modernized during the summer of 2015. On January 2017, \$45,000,000 in Series C bonds was sold to finance the modernization of additional schools. Feaster, Harborside, Kellogg, Montgomery, and Sunnyside are scheduled during the summer of 2018 and 2019.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$15,875,207	\$0	\$0	\$0
Revenue				
Prop E Series C Bond proceeds	\$0	\$0	\$0	\$45,000,000
Prop E Series C Bond premium	0	0	0	163,625
Interest	16,115	0	0	160,000
Transfer from Prop 39	124,245	0	0	0
Total Revenue	\$140,360	\$0	\$0	45,323,625
Total Beginning Balance & Revenue	\$16,015,567	\$0	\$0	\$45,323,625
Expenditures				
Supplies	\$191,272	\$0	\$0	\$0
Services & Other Expenses	126,984	0	0	0
Prop E Series C Bond Issue Expenditures	0	0	0	348,625
Sites, Buildings & Equipment	15,697,311	0	0	467,081
Total Expenditures & Other Outgo	\$16,015,567	\$0	\$0	\$815,706
Total Ending Balance, June 30	\$0	\$0	\$0	\$44,507,919

Developers' Fees - Capital Improvement Fund (25-18)

Attachment IV

The Capital Improvement Fund is used primarily to account for developer fees which are used to mitigate increased classroom requirements brought on by new housing developments. In addition, the District receives redevelopment funds that are used for improvements of schools that benefit the redevelopment area. In December 2003, \$2,789,176 was transferred from the State School Facilities Fund (35-00) to purchase a 15-year GIC needed to repay the 2003 QZABs of \$5,000,000. In June 2012, the District entered into an agreement to provide classroom and administrative facilities for Leonardo da Vinci Health Sciences Charter School (LdV) as required under Proposition 39 and construction was completed during FY 2012-13. LdV began reimbursing the District for costs over a five-year period beginning 2012-13.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$10,384,693	\$9,736,348	\$9,977,798	\$9,977,798
Revenue				
Developer Fees	\$270,903	\$82,000	\$200,000	\$460,000
Interest	29,809	20,000	30,000	44,000
Redevelopment Funds	721,340	550,974	550,974	579,276
Interest Revenue from GIC (Held with Trustee)	173,153	160,000	180,025	180,025
Other Local Revenue	25,000	0	100,000	115,336
Total Revenue	\$1,220,205	\$812,974	\$1,060,999	\$1,378,637
Total Beginning Balance & Revenue	\$11,604,898	\$10,549,322	\$11,038,797	\$11,356,435
Expenditures				
Classified Salaries and Benefits	\$8,127	\$3,034	\$13,489	\$14,461
Supplies & Materials	65,268	0	158,812	182,438
Services & Other Expenses	124,963	160,317	267,080	266,865
Sites, Buildings & Equipment	1,428,742	0	99,437	11,234
Total Expenditures	\$1,627,100	\$163,351	\$538,818	\$474,998
Ending Balance	\$9,977,798	\$10,385,971	\$10,499,979	\$10,881,437
Designated for Redevelopment	\$3,291,679	\$3,498,354	\$3,451,361	\$3,534,405
Designated for School Mitigation	2,149,556	2,204,206	2,261,754	2,630,444
Designated for CFD Formation	0	0	77,490	0
Designated for GIC - 2003 QZAB (Held with Trustee)	4,536,563	4,683,411	4,716,588	4,716,588
Total Ending Balance, June 30	\$9,977,798	\$10,385,971	\$10,507,193	\$10,881,437

State School Facilities Fund-SB 50 Modernization/New Construction (35-00)

Attachment IV

The State School Facilities Fund was opened in May 1999 in order to separately account for all revenues and expenditures under the Leroy F. Greene Facilities Act of 1988 (SB 50), which established a new state program for school facilities construction and modernization. No state facilities funds have been received since 12/31/2005.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$992,705	\$680,237	\$680,852	\$680,852
Revenue				
Local Revenue - Interest	\$3,115	\$2,000	\$2,000	\$5,000
Total Revenue	\$3,115	\$2,000	\$2,000	\$5,000
Total Beginning Balance & Revenue	\$995,820	\$682,237	\$682,852	\$685,852
Expenditures				
Supplies	\$314,968	\$0	\$0	\$0
Other Operating Expenses	0	60,000	224,000	224,284
Total Expenditures	\$314,968	\$60,000	\$224,000	\$224,284
Total Ending Balance, June 30	\$680,852	\$622,237	\$458,852	\$461,568

Pupil Transportation Equipment Fund (15-00)

Attachment IV

In May 2000, the Pupil Transportation Equipment Fund was established to budget for the replacement of school buses and the purchase of buses needed to accommodate growth in the District. It is the intention that this fund receive revenue transfers from the General Fund so that sufficient funds are available as the need arises for new bus purchases. No transfers were made from 2008-09 through 2012-13. The District transferred \$220,000 to purchase three mid-size buses in 2013-14. In 2014-15, \$400,000 was transferred to purchase two mid-size buses. In 2015-16, \$400,000 was transferred to purchased three 78-passenger buses. In 2016-17, \$400,000 was transferred to purchase additional buses.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$1,625	\$4,110	\$4,211	\$4,211
Revenue				
Transfer from General Fund	\$400,000	\$400,000	\$400,000	\$400,000
Local Revenue - Interest	560	100	600	600
Total Revenue	\$400,560	\$400,100	\$400,600	\$400,600
Total Beginning Balance & Revenue	\$402,185	\$404,210	\$404,811	\$404,811
Expenditures				
Sites, Buildings & Equipment	\$397,974	\$400,000	\$400,000	\$400,000
Total Expenditures	\$397,974	\$400,000	\$400,000	\$400,000
Total Ending Balance, June 30	<u>\$4,211</u>	<u>\$4,210</u>	<u>\$4,811</u>	<u>\$4,811</u>

**Cafeteria Account (13-00)**

The District expects to serve over 4 million breakfasts and lunches in 2016-17. Meals are offered without charge or at reduced prices to children from qualifying families through federal and state reimbursements. The District currently charges \$1.00 for full price breakfasts and \$2.00 for full price lunches. Each meal must meet strict nutritional guidelines.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 1st Interim @ 10/31/16	2016-17 2nd Interim @ 1/31/17
Beginning Balance, July 1	\$4,150,708	\$2,963,785	\$3,192,907	\$3,192,907
Revenue				
Federal	\$9,031,533	\$9,100,000	\$9,150,000	\$9,100,000
State	690,571	700,000	720,000	720,000
Local	1,567,364	1,600,000	1,630,000	1,580,000
Total Revenue	\$11,289,468	\$11,400,000	\$11,500,000	\$11,400,000
Total Beginning Balance & Revenue	\$15,440,176	\$14,363,785	\$14,692,907	\$14,592,907
Expenditures				
Classified Salaries	\$3,767,400	\$3,990,058	\$4,114,354	\$4,069,594
Employee Benefits	1,191,747	1,364,214	1,434,502	1,413,570
Supplies & Materials	5,614,176	5,719,300	5,709,478	5,500,291
Services & Other Expenses	114,154	103,498	111,094	131,894
Capital Outlay	1,028,624	620,000	570,000	100,000
Other Outgo	531,168	490,673	499,118	487,964
Total Expenditures	\$12,247,269	\$12,287,743	\$12,438,546	\$11,703,313
Ending Balance	\$3,192,907	\$2,076,042	\$2,254,361	\$2,889,594
Stores	\$149,801	\$0	\$0	\$150,000
Restricted	3,043,106	2,076,042	2,254,361	2,739,594
Total Ending Balance, June 30	\$3,192,907	\$2,076,042	\$2,254,361	\$2,889,594

Child Development Fund (12-06)

Attachment IV

The Child Development program includes the State Preschool. State preschool classrooms are located at Cook, Feaster Charter, Finney, Harborside, Juarez-Lincoln, Kellogg, Lauderbach, Loma Verde, Montgomery, Mueller Charter, Otay, Rice, Rogers, Rohr, and Valle Lindo. Feaster Charter has two classrooms and the other sites have single classrooms. The sites run both a morning and afternoon session. There are a total of 29 state preschool sessions serving over 600 students, ages 3-5.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$89,888	\$359,000	\$242,538	\$242,538
Revenue				
Federal	\$90,016	\$187,650	\$0	\$0
State	2,654,434	2,583,173	2,840,109	2,890,109
Local	2,930	0	2,900	2,900
Total Revenue	\$2,747,380	\$2,770,823	\$2,843,009	2,893,009
Total Beginning Balance & Revenue	\$2,837,268	\$3,129,823	\$3,085,547	\$3,135,547
Expenditures				
Certificated Salaries	\$1,221,449	\$1,319,000	\$1,378,180	\$1,378,619
Classified Salaries	446,706	465,595	520,996	520,996
Employee Benefits	543,908	660,530	692,750	693,159
Supplies & Materials	106,067	90,000	40,000	60,000
Services & Other Expenses	151,935	75,051	75,500	84,527
Capital Outlay	5,139	0	9,457	9,457
Other Outgo	119,526	110,631	114,900	116,212
Total Expenditures	\$2,594,730	\$2,720,807	\$2,831,783	\$2,862,970
Total Ending Balance, June 30	\$242,538	\$409,016	\$253,764	\$272,577

Charter Schools Fund (09-00)

Attachment IV

The District has five charter schools that are dependent direct-funded from the state and are accounted for in the Charter Schools Fund. The five charter schools are Arroyo Vista, Chula Vista Learning Community, Discovery, Feaster, and Mueller. Leonardo da Vinci Health Sciences Charter School was authorized by the District in April 2009 and began operating in 2009-10. Howard Gardner Community Charter School was authorized by the District in February 2011 and began operating in 2012-13. Leonardo da Vinci Health Sciences Charter School and Howard Gardner Community Charter School are non-profit public benefit corporations and are not included in the Charter Schools Fund.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @10/31/16	2016-17 Second Interim @01/31/17
Beginning Balance, July 1	\$10,503,646	\$11,194,249	\$16,158,426	\$16,158,426
Revenue				
Federal	\$1,590,884	\$1,433,522	\$1,848,482	\$1,869,710
State:				
LCFF	29,553,199	33,185,309	32,267,137	32,226,276
Lottery	1,196,932	1,071,220	1,069,265	1,147,967
Other State	5,207,260	3,144,774	4,306,138	4,743,998
Other Local	435,641	405,598	468,122	531,703
Incoming Transfer				
In-lieu of property tax	16,185,775	16,295,557	17,792,859	17,744,888
Total Revenue	54,169,691	55,535,980	57,752,003	58,264,542
Total Beginning Balance & Revenue	\$64,673,337	\$66,730,229	\$73,910,429	\$74,422,968
Expenditures				
Certificated Salaries	\$20,851,827	\$22,078,346	\$24,045,345	\$23,832,594
Classified Salaries	4,983,874	4,927,652	5,445,132	5,550,297
Employee Benefits	7,959,040	9,395,923	10,074,203	10,116,956
Supplies & Materials	2,325,063	5,336,660	5,076,619	4,337,339
Supplemental & Concentration Grant Expenses	-	0	0	0
Services & Other Operating Expenses/Chargebacks	11,577,113	12,799,637	12,966,465	13,393,949
Sites, Buildings & Equipment	218,881	1,610,000	2,823,028	2,823,028
Other Outgo - Transfer to Fund B for Debt Service	593,262	587,788	587,788	587,788
Outgoing Transfer-Spec Ed ADA	5,851	0	0	0
Total Expenditures	\$48,514,911	\$56,736,006	\$61,018,580	\$60,641,951
Ending Balance, June 30	\$16,158,426	\$9,994,223	\$12,891,849	\$13,781,017
Designated for Revolving Cash Fund	10,000	10,000	10,000	10,000
Restricted Designated Minimum Reserve	822,918	48,935	397,514	422,739
Undesignated Reserve	15,325,508	9,935,288	12,484,335	13,348,278
Total Ending Balance	\$16,158,426	\$9,994,223	\$12,891,849	\$13,781,017



Workers' Compensation Insurance Fund (67-30)

Attachment IV

The Workers' Compensation Insurance Fund is used to pay employee workers' compensation claims that are a result of injuries suffered while working. The District is self-insured for workers' compensation. The District pays a rate per \$100 of each employee's salary as premiums. For FY 2013-14 through 2015-16 the rate was \$2.00 per \$100. The rate for 2016-17 will remain at \$2.00 per \$100.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$10,949,316	\$12,257,327	\$12,010,994	\$12,010,994
Revenue				
Local Revenue - Premiums	\$3,648,528	\$3,700,000	\$3,700,000	\$4,000,000
Local Revenue - Interest	64,381	40,000	65,000	100,000
Total Revenue	<u>\$3,712,909</u>	<u>\$3,740,000</u>	<u>\$3,765,000</u>	<u>\$4,100,000</u>
Total Beginning Balance & Revenue	<u>\$14,662,225</u>	<u>\$15,997,327</u>	<u>\$15,775,994</u>	<u>\$16,110,994</u>
Expenditures				
Claims Administration	\$253,212	\$253,212	\$253,212	\$255,985
Excess Insurance Coverage	174,277	174,277	149,989	149,598
Self-Insured Employee Claims	2,219,242	1,900,000	2,220,000	2,500,000
Actuarial Study	4,500	4,600	4,600	4,500
Total Expenditures	<u>\$2,651,231</u>	<u>\$2,332,089</u>	<u>\$2,627,801</u>	<u>\$2,910,083</u>
Ending Balance	<u>\$12,010,994</u>	<u>\$13,665,238</u>	<u>\$13,148,193</u>	<u>\$13,200,911</u>
Reserve for Medical & Compensation Contingencies	<u>12,010,994</u>	<u>13,665,238</u>	<u>13,148,193</u>	<u>13,200,911</u>
Total Ending Balance, June 30	<u>\$12,010,994</u>	<u>\$13,665,238</u>	<u>\$13,148,193</u>	<u>\$13,200,911</u>

**Other Post-Employment Benefits Insurance Fund (67-37)**

**Attachment IV**

Previously, the Loss Insurance Fund had been used to pay the deductible amounts applicable to property and liability claims via the San Diego County Schools Risk Management Joint Powers Authority. Since the District is not self-insured for property and liability claims, these transactions are not required to be reported in a separate fund and are reported in the General Fund. With the required implementation of GASB 45 in FY 2007-08, Fund 67-37 is now being used to process healthcare premium payments for the District's eligible retired employees as well as account for the Annual Required Contribution (ARC) set aside for the District's Other Post-Employment Benefits (OPEB) obligation. This fund operates on the full accrual accounting basis. The District joined the CalPERS Trust Program in June 2009. The 2016-17 OPEB ARC is \$1,989,728. All OPEB ARC computations are prepared by an actuary.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$108,265	\$111,465	\$158,434	\$158,434
Revenue				
Transfer from Other Funds	\$2,271,353	\$1,989,728	\$1,989,728	\$1,989,728
Interest Revenue	5,878	3,200	6,000	6,000
Total Revenue	\$2,277,231	\$1,992,928	\$1,995,728	\$1,995,728
Total Beginning Balance & Revenue	\$2,385,496	\$2,104,393	\$2,154,162	\$2,154,162
Expenditures				
Services & Other Operating Expenses	\$2,227,062	\$1,989,728	\$1,989,728	\$1,989,728
Total Expenditures	\$2,227,062	\$1,989,728	\$1,989,728	\$1,989,728
Total Ending Balance, June 30	\$158,434	\$114,665	\$164,434	\$164,434

Community Facilities District Capital Projects Fund (49-00)

Attachment IV

The Community Facilities District (CFD) Capital Projects Fund 49-00 was established to record all CFD special tax deposits. CFDs are primarily used to fund new school construction and expansion. The CFD Capital Projects Fund contains CFD Nos. 1 through 6, 10 through 15, 17, and 18. Funds for debt service payments will be transferred to the CFD Debt Service Fund (52-00). Muraoka Elementary costs are paid from this fund.

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$35,498,123	\$60,331,328	\$62,564,305	\$62,564,305
<b>Revenue</b>				
Special Tax Collections	\$15,574,153	\$15,500,000	\$15,500,000	\$15,700,000
Delinquent Collections	171,936	160,000	160,000	160,000
EastLake Developer Fees	111,255	150,000	150,000	50,000
Special Tax Prepayments	333,033	0	953,943	953,943
Proceeds from 2016 COP Refunding	6,600,000	0	0	0
Premium from 2016 COP Refunding	502,419	0	0	0
Proceeds from 2016 COP	36,785,000	0	0	0
Premium from 2016 COP	2,161,675	0	0	0
Interest	213,153	145,000	200,000	200,000
<b>Total Revenue</b>	<b>\$62,452,624</b>	<b>\$15,955,000</b>	<b>\$16,963,943</b>	<b>\$17,063,943</b>
<b>Total Beginning Balance &amp; Revenue</b>	<b>\$97,950,747</b>	<b>\$76,286,328</b>	<b>\$79,528,248</b>	<b>\$79,628,248</b>
<b>Expenditures</b>				
Classified Salaries and Benefits	\$0	\$0	\$278	\$278
Supplies & Materials	0	0	704,162	604,044
Services & Other Expenses	\$209,391	\$205,597	\$1,081,356	\$700,571
Sites, Buildings & Equipment Other	12,581,265	\$37,081,413	\$38,660,229	\$38,525,336
2016 COP Issuance Costs	842,139	0	0	0
2016 Refunding COP Issuance Costs	215,401	0	0	0
Transfers to CFD Debt Service Fund (52-00)	21,538,246	13,810,628	13,810,628	13,810,628
<b>Total Expenditures</b>	<b>\$35,386,442</b>	<b>\$51,097,638</b>	<b>\$54,256,653</b>	<b>\$53,640,857</b>
<b>Ending Balance</b>	<b>\$62,564,305</b>	<b>\$25,188,690</b>	<b>\$25,271,595</b>	<b>\$25,987,391</b>
Designated for CFD Fund Balance	\$62,564,305	\$25,188,690	\$25,271,595	\$25,987,391
<b>Total Ending Balance, June 30</b>	<b>\$62,564,305</b>	<b>\$25,188,690</b>	<b>\$25,271,595</b>	<b>\$25,987,391</b>
Outstanding COP Obligations, July 1	\$139,490,000	\$159,385,000	\$159,385,000	\$159,385,000
Annual Principal Retired	(49,965,000)	(7,550,000)	(7,550,000)	(7,550,000)
Annual Principal Added	42,420,000	0	0	0
<b>Outstanding Obligations, June 30</b>	<b>\$131,945,000</b>	<b>\$151,835,000</b>	<b>\$151,835,000</b>	<b>\$151,835,000</b>

Community Facilities District Debt Service Fund (52-00)

Attachment IV

The Community Facilities District (CFD) Debt Service Fund 52-00 was established to record all CFD debt service payments. CFDs are primarily used to fund new school construction and expansion. Funds for debt service payments will be transferred from the CFD Capital Projects Fund (49-00).

	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 First Interim @ 10/31/16	2016-17 Second Interim @ 1/31/17
Beginning Balance, July 1	\$0	\$0	\$0	\$0
Revenue				
COP 2014 Refunding to Pay of COPS	\$8,899,435	\$0	\$0	\$0
Transfers from CFD Capital Projects Fund (49-00) for Debt Service	12,638,811	13,810,628	13,810,628	13,810,628
Total Revenue	\$21,538,246	\$13,810,628	\$13,810,628	\$13,810,628
Total Beginning Balance & Revenue	\$21,538,246	\$13,810,628	\$13,810,628	\$13,810,628
Expenditures				
COPs/Bond Principal Payment	\$5,315,000	\$7,550,000	\$7,550,000	\$7,550,000
COPs/Bond Interest Expense	4,806,024	6,260,628	6,260,628	6,260,628
Lease Revenue Bonds Principal Payment	2,010,000	0	0	0
Lease Revenue Bonds Interest Expense	507,787	0	0	0
2016 COPs Refunding	8,899,435	0	0	0
Total Expenditures	\$21,538,246	\$13,810,628	\$13,810,628	\$13,810,628
Total Ending Balance, June 30	\$0	\$0	\$0	\$0

2016-17 Cash Flow  
General Fund + Categorical Programs

	Jul-16 (Actual)	Aug-16 (Actual)	Sept-16 (Actual)	Oct-16 (Actual)	Nov-16 (Actual)	Dec-16 (Actual)	Jan-17 (Actual)	Feb-17 (Estimated)	Mar-17 (Estimated)	April-17 (Estimated)	May-17 (Estimated)	June-17 (Estimated)	ANNUAL TOTALS
Beginning Cash Balance	\$ 63,900,435	\$ 50,004,116	\$ 35,549,482	\$ 34,732,253	\$ 25,354,269	\$ 19,619,320	\$ 47,044,779	\$ 60,675,254	\$ 50,044,075	\$ 47,710,605	\$ 51,820,135	\$ 54,465,562	\$ 63,900,435
LCFF - State Aid Apportionment	4,887,021	4,887,021	8,796,637	8,796,637	8,796,637	8,796,637	8,796,637	7,879,945	7,879,945	7,879,945	7,879,945	7,879,945	93,156,952
Property Taxes	362,248	1,355,604	437,811	1,040,515	2,485,027	29,517,949	15,083,895	1,482,861	2,972,054	20,147,696	10,603,584	3,049,485	88,538,730
ERAF	-	-	-	-	-	-	-	-	-	-	-	-	-
EPA Tax Initiative	-	-	7,221,759	-	-	7,221,759	-	-	7,221,759	-	-	-	25,387,035
RDA Residual Balance & CRD	-	-	-	-	-	-	1,473,729	-	-	-	-	-	1,882,950
Charter in-Lieu Taxes	-	(1,061,961)	(2,122,922)	(1,415,948)	(1,415,948)	(1,535,732)	(1,535,732)	(1,535,732)	(2,843,451)	(1,421,725)	(1,421,725)	(1,421,725)	(17,733,601)
Special Education Prop Tax Xfer	-	-	-	-	-	-	415,288	-	-	-	578,092	193,152	1,186,532
Special Education	-	-	-	-	-	-	-	-	-	-	152,188	2,305,362	2,457,550
Federal Impact Aid	-	147,395	-	25,952	-	-	355,275	-	18,773	-	-	-	547,395
Title I	-	-	565,830	-	-	1,257,160	-	-	1,043,311	-	-	1,930,125	4,796,426
Title II	-	-	186,826	-	-	-	186,738	-	186,826	-	-	-	746,727
Title III	-	-	91,267	-	-	-	192,111	-	133,889	-	-	-	417,367
Other Federal	124,218	91,747	22,092	81,289	73,584	13,570	96,960	-	-	-	-	-	503,460
Lottery	-	-	-	-	-	-	1,162,190	-	-	1,015,160	-	-	2,177,350
Mandated Block Grant	-	-	-	-	654,746	-	-	-	-	-	-	-	654,746
One Time Mandated Block Grant	-	-	-	-	-	-	4,104,172	-	108,743	729,968	-	-	4,942,883
Proposition 39	-	-	-	-	-	-	-	-	-	-	-	2,381,117	2,381,117
Other State	-	-	-	848,214	-	-	-	-	425,257	-	-	-	1,273,471
ASES Pass Through	-	-	-	-	-	-	1,905,773	-	-	-	978,029	-	2,883,802
PA Special Ed Pass Through	605,983	605,983	1,090,769	1,090,769	1,090,769	1,090,769	1,090,769	1,205,367	1,205,367	1,205,367	1,205,367	1,205,368	12,692,647
Other Local	176,320	623,847	1,395,035	903,780	1,496,906	728,867	975,815	850,003	1,196,459	722,403	674,719	647,082	10,389,036
2016/17 Deferral	1,673,004	1,568,743	1,134,445	1,274,191	-	12,067	-	-	-	-	1,765,847	-	7,428,297
TRANS Principal Amounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Transfers/DTDF	347,095	200,000	-	386,459	-	-	-	-	-	-	-	-	933,554
Treasury Loan/Cross Year TRANS	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue/Cash Inflows	914,906	650,296	245,542	277,660	1,250,271	1,007,826	2,011,843	446,852	446,852	446,852	446,852	446,852	8,592,608
Total Revenues	\$ 9,090,795	\$ 9,068,678	\$ 19,064,091	\$ 13,309,518	\$ 14,431,992	\$ 48,523,962	\$ 35,900,176	\$ 10,329,296	\$ 19,995,884	\$ 30,725,666	\$ 25,244,015	\$ 24,053,002	\$ 259,737,075
Total Revenue and Beg. Bal.	\$ 72,991,230	\$ 69,072,794	\$ 54,613,573	\$ 46,041,771	\$ 39,786,261	\$ 68,443,282	\$ 82,944,955	\$ 71,004,550	\$ 70,039,959	\$ 78,436,271	\$ 77,064,150	\$ 78,518,564	\$ 323,637,510
Salaries & Benefits	\$ 16,539,109	\$ 17,538,814	\$ 17,006,508	\$ 17,318,694	\$ 17,160,849	\$ 19,003,513	\$ 18,001,950	\$ 18,216,179	\$ 18,806,916	\$ 23,724,866	\$ 18,801,309	\$ 18,872,105	\$ 220,989,812
Commercial Warrant Exp	5,050,932	4,775,115	2,605,843	3,837,591	2,685,445	1,679,370	4,260,743	2,744,296	3,522,438	2,891,270	3,797,279	4,824,863	42,675,185
TRANS Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfer	350,000	400,000	-	-	-	-	-	-	-	-	-	-	750,000
Temporary Transfers/DTDF	-	347,095	-	1,421,985	-	-	-	-	-	-	-	-	1,769,080
Other Cash Outflows	1,048,073	462,288	268,969	109,232	20,647	715,020	7,008	-	-	-	-	-	2,631,837
Total Expenditures	\$ 22,987,114	\$ 23,523,312	\$ 19,881,320	\$ 22,687,502	\$ 19,866,941	\$ 21,398,503	\$ 22,269,701	\$ 20,960,475	\$ 22,329,354	\$ 26,616,136	\$ 22,598,588	\$ 23,696,968	\$ 268,815,914
ENDING CASH BALANCE	\$ 50,004,116.0	\$ 35,549,482	\$ 34,732,253	\$ 25,354,269	\$ 19,619,320	\$ 47,044,779	\$ 60,675,254	\$ 50,044,075	\$ 47,710,605	\$ 51,820,135	\$ 54,465,562	\$ 54,821,596	\$ 54,821,596

2017-18 Cash Flow  
General Fund + Categorical Programs

	Jul-17 (Estimated)	Aug-17 (Estimated)	Sept-17 (Estimated)	Oct-17 (Estimated)	Nov-17 (Estimated)	Dec-17 (Estimated)	Jan-18 (Estimated)	Feb-18 (Estimated)	Mar-18 (Estimated)	April-18 (Estimated)	May-18 (Estimated)	June-18 (Estimated)	ANNUAL TOTALS
Beginning Cash Balance	\$ 54,821,596	\$ 39,086,530	\$ 24,294,764	\$ 21,223,981	\$ 12,781,869	\$ 4,479,171	\$ 30,915,985	\$ 39,264,369	\$ 29,427,253	\$ 27,578,305	\$ 37,042,604	\$ 38,299,233	\$ 54,821,596
LCFF - State Aid Apportionment	4,797,185	4,797,185	8,634,933	8,634,933	8,634,933	8,634,933	8,634,933	8,634,934	8,634,934	8,634,934	8,634,934	8,634,932	95,943,703
Property Taxes	362,379	1,366,095	437,970	1,040,892	2,485,927	29,528,641	15,089,360	1,483,398	2,973,130	20,154,994	10,607,425	3,050,590	88,570,801
EPA Tax Initiative	-	-	6,690,087	-	-	6,690,087	-	-	6,690,087	-	-	6,690,088	26,763,349
RDA Residual Balance & CRD	-	-	-	-	-	-	1,429,797	-	-	-	-	409,261	1,839,058
Charter in-Lieu Taxes	-	(1,159,860)	(2,319,720)	(1,546,480)	(1,546,480)	(1,546,480)	(1,546,480)	(1,546,480)	(2,706,340)	(1,353,170)	(1,353,170)	(1,353,170)	(17,977,830)
Special Education Prop Tax Xfer	-	-	-	-	-	415,288	-	-	-	-	578,092	193,152	1,185,532
Special Education	-	-	-	-	-	-	-	-	-	-	152,189	2,306,362	2,457,550
Federal Impact Aid	-	117,131	-	-	-	-	317,869	-	-	-	-	-	435,000
Title I	-	-	509,247	-	-	938,980	-	-	938,980	-	-	1,737,113	4,124,320
Title II	-	-	186,826	-	-	-	186,738	-	186,826	-	-	186,337	746,727
Title III	-	-	91,267	-	-	-	192,111	-	133,989	-	-	-	417,967
Lottery	-	-	-	-	-	-	1,126,503	-	-	998,477	-	-	2,124,980
Mandated Block Grant	-	-	-	-	654,756	-	-	-	-	-	-	-	654,756
One Time Mandated Block Grant	-	-	-	-	-	-	907,715	-	-	161,857	-	-	1,093,632
Other State	-	-	-	648,214	-	-	-	-	425,257	-	-	-	1,273,471
ASES Pass Through	-	-	-	-	-	-	1,905,773	-	-	-	-	978,029	2,883,802
PA Special Ed Pass Through	605,983	605,983	1,090,769	1,090,769	1,090,769	1,090,769	1,090,769	1,205,367	1,205,367	1,205,367	1,205,367	1,205,368	12,692,647
Other Local	-	541,140	1,082,281	721,521	751,127	721,521	721,521	751,127	1,262,661	631,331	660,937	631,331	8,476,498
2016/17 Deferral	1,012,621	1,866,516	991,765	906,076	-	-	-	-	-	-	1,634,928	-	6,412,306
TRANS Principal Amounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Temporary Transfers/DTRF	-	-	-	-	-	-	-	-	-	-	-	-	-
Treasury Loan/Cross Year TRANS	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue/Cash Inflows	477,384	477,384	477,384	477,384	477,384	477,384	477,384	477,384	477,384	477,384	477,384	477,384	5,728,608
<b>Total Revenues</b>	<b>\$ 7,255,552</b>	<b>\$ 8,601,874</b>	<b>\$ 17,872,809</b>	<b>\$ 12,173,309</b>	<b>\$ 12,548,416</b>	<b>\$ 46,951,129</b>	<b>\$ 30,533,993</b>	<b>\$ 11,005,730</b>	<b>\$ 20,246,535</b>	<b>\$ 30,911,174</b>	<b>\$ 23,576,114</b>	<b>\$ 24,167,748</b>	<b>\$ 246,844,277</b>
<b>Total Revenue and Beg Bal</b>	<b>\$ 62,077,148</b>	<b>\$ 47,688,504</b>	<b>\$ 42,167,573</b>	<b>\$ 33,397,290</b>	<b>\$ 25,330,285</b>	<b>\$ 51,430,294</b>	<b>\$ 61,449,978</b>	<b>\$ 60,270,129</b>	<b>\$ 49,673,598</b>	<b>\$ 58,489,479</b>	<b>\$ 60,618,718</b>	<b>\$ 62,466,981</b>	<b>\$ 300,665,873</b>
Salaries & Benefits	\$ 17,573,075	\$ 19,540,456	\$ 18,783,740	\$ 17,405,181	\$ 18,804,673	\$ 18,739,475	\$ 18,621,362	\$ 18,547,205	\$ 19,148,677	\$ 19,028,255	\$ 19,142,958	\$ 19,215,050	\$ 224,300,118
Commercial Warrant Exp	537,494	3,553,264	2,179,852	3,210,240	2,246,441	1,404,834	3,564,217	2,265,671	2,946,306	2,418,619	3,176,517	4,036,117	31,869,892
TRANS Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfer	-	-	-	-	-	400,000	-	-	-	-	-	-	400,000
Other Cash Outflows	4,880,049	-	-	-	-	-	-	-	-	-	-	-	4,880,049
<b>Total Expenditures</b>	<b>\$ 22,990,618</b>	<b>\$ 23,393,740</b>	<b>\$ 20,943,592</b>	<b>\$ 20,615,421</b>	<b>\$ 20,851,114</b>	<b>\$ 20,514,309</b>	<b>\$ 22,185,579</b>	<b>\$ 20,842,876</b>	<b>\$ 22,095,283</b>	<b>\$ 21,446,875</b>	<b>\$ 22,319,485</b>	<b>\$ 23,251,167</b>	<b>\$ 261,450,059</b>
<b>ENDING CASH BALANCE</b>	<b>\$ 39,086,530</b>	<b>\$ 24,294,764</b>	<b>\$ 21,223,981</b>	<b>\$ 12,781,869</b>	<b>\$ 4,479,171</b>	<b>\$ 30,915,985</b>	<b>\$ 39,264,369</b>	<b>\$ 29,427,253</b>	<b>\$ 27,578,305</b>	<b>\$ 37,042,604</b>	<b>\$ 38,299,233</b>	<b>\$ 39,215,814</b>	<b>\$ 39,215,814</b>

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 08, 2017 Signed: \_\_\_\_\_  
President of the Governing Board

**CERTIFICATION OF FINANCIAL CONDITION**

**POSITIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

**QUALIFIED CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

**NEGATIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Theresa Villanueva Telephone: 619-425-9600 x 1391

Title: Director of Fiscal Services & Support E-mail: Mariath.Villanueva@cvesd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	



CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF)	Projected LCFF for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2015-16) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since first interim in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	23,038.22	23,038.22	22,784.12	23,040.90	2.68	0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	23,038.22	23,038.22	22,784.12	23,040.90	2.68	0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	13.99	13.99	12.65	12.65	(1.34)	-10%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	13.99	13.99	12.65	12.65	(1.34)	-10%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	23,052.21	23,052.21	22,796.77	23,053.55	1.34	0%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C, Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 01 or Fund 62.</b>						
5. Total Charter School Regular ADA	5,809.10	5,879.52	5,865.99	5,865.99	(13.53)	0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	5,809.10	5,879.52	5,865.99	5,865.99	(13.53)	0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	5,809.10	5,879.52	5,865.99	5,865.99	(13.53)	0%

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

**STANDARD:** Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)		Second Interim Projected Year Totals (Form A1, Lines A4 and C4)		Percent Change	Status
	District Regular	Charter School	District Regular	Charter School		
Current Year (2016-17)						
	District Regular	23,038.22	District Regular	23,040.90		
	Charter School	0.00	Charter School	0.00		
	<b>Total ADA</b>	<b>23,038.22</b>	<b>Total ADA</b>	<b>23,040.90</b>	<b>0.0%</b>	<b>Met</b>
1st Subsequent Year (2017-18)						
	District Regular	22,938.22	District Regular	22,784.12		
	Charter School		Charter School			
	<b>Total ADA</b>	<b>22,938.22</b>	<b>Total ADA</b>	<b>22,784.12</b>	<b>-0.7%</b>	<b>Met</b>
2nd Subsequent Year (2018-19)						
	District Regular	22,938.22	District Regular	22,784.12		
	Charter School		Charter School			
	<b>Total ADA</b>	<b>22,938.22</b>	<b>Total ADA</b>	<b>22,784.12</b>	<b>-0.7%</b>	<b>Met</b>

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. **STANDARD MET** - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)



**2. CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form D1CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2016-17)				
District Regular	23,815	23,600		
Charter School				
<b>Total Enrollment</b>	<b>23,815</b>	<b>23,600</b>	<b>-0.9%</b>	<b>Met</b>
1st Subsequent Year (2017-18)				
District Regular	23,715	23,600		
Charter School				
<b>Total Enrollment</b>	<b>23,715</b>	<b>23,600</b>	<b>-0.5%</b>	<b>Met</b>
2nd Subsequent Year (2018-19)				
District Regular	23,715	23,600		
Charter School				
<b>Total Enrollment</b>	<b>23,715</b>	<b>23,600</b>	<b>-0.5%</b>	<b>Met</b>

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)



**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

\*Please note for FY 2013-14 unaudited actuals: Line C4 in Form A reflects total charter school ADA corresponding to financial data reported in funds 01, 09, and 62. Please adjust charter school ADA or explain accordingly.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4*)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2013-14)	23,244	23,801	97.7%
Second Prior Year (2014-15)			
District Regular	23,127	23,729	
Charter School			
<b>Total ADA/Enrollment</b>	<b>23,127</b>	<b>23,729</b>	<b>97.5%</b>
First Prior Year (2015-16)			
District Regular	23,038	23,835	
Charter School	0	0	
<b>Total ADA/Enrollment</b>	<b>23,038</b>	<b>23,835</b>	<b>96.7%</b>
		Historical Average Ratio:	97.3%

District's ADA to Enrollment Standard (historical average ratio plus 0.5%): **97.8%**

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2016-17)				
District Regular	22,784	23,600		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>22,784</b>	<b>23,600</b>	<b>96.5%</b>	<b>Met</b>
1st Subsequent Year (2017-18)				
District Regular	22,784	23,600		
Charter School				
<b>Total ADA/Enrollment</b>	<b>22,784</b>	<b>23,600</b>	<b>96.5%</b>	<b>Met</b>
2nd Subsequent Year (2018-19)				
District Regular	22,784	23,600		
Charter School				
<b>Total ADA/Enrollment</b>	<b>22,784</b>	<b>23,600</b>	<b>96.5%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range:

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2016-17)	212,290,791.00		
1st Subsequent Year (2017-18)	213,384,085.00	213,113,911.00	-0.1%	Met
2nd Subsequent Year (2018-19)	217,655,148.00	219,634,056.00	0.9%	Met

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - LCFF revenue has not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2013-14)	120,502,754.50	134,935,705.12	89.3%
Second Prior Year (2014-15)	136,861,428.46	158,652,654.66	86.3%
First Prior Year (2015-16)	145,831,083.19	165,694,334.61	88.0%
	Historical Average Ratio		87.9%

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	84.9% to 90.9%	84.9% to 90.9%	84.9% to 90.9%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2016-17)	161,159,948.00	181,932,243.00	88.6%	Met
1st Subsequent Year (2017-18)	165,946,269.00	185,383,137.00	89.5%	Met
2nd Subsequent Year (2018-19)	171,909,349.67	192,414,512.67	89.3%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)</b>				
Current Year (2016-17)	13,840,226.00	14,285,348.00	3.2%	No
1st Subsequent Year (2017-18)	13,739,100.00	13,212,443.00	-3.8%	No
2nd Subsequent Year (2018-19)	13,739,100.00	13,212,443.00	-3.8%	No

Explanation:  
(required if Yes)

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)</b>				
Current Year (2016-17)	21,157,297.00	23,822,822.00	12.6%	Yes
1st Subsequent Year (2017-18)	16,240,255.00	17,162,616.00	5.7%	Yes
2nd Subsequent Year (2018-19)	16,240,255.00	16,068,984.00	-1.1%	No

Explanation:  
(required if Yes)

The majority of the increase in 2016-17 state revenue is due primarily to the addition of the California Clean Energy Act (Proposition 39), in the amount of \$2,381,117. The increase in 2017-18 is due to one-time discretionary funds of \$48 per ADA, projected to be about \$1,000,000. These one-time discretionary funds are not budgeted in 2018-19.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)</b>				
Current Year (2016-17)	28,642,048.00	29,149,005.00	1.8%	No
1st Subsequent Year (2017-18)	28,477,802.00	26,402,764.00	-7.3%	Yes
2nd Subsequent Year (2018-19)	28,477,802.00	26,402,764.00	-7.3%	Yes

Explanation:  
(required if Yes)

Other local funding grants in 2017-18 and 2018-19 are not finalized at this time, which accounts for a majority of the decrease in this category.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)</b>				
Current Year (2016-17)	11,614,180.00	11,268,312.00	-3.0%	No
1st Subsequent Year (2017-18)	11,985,323.00	8,735,221.00	-27.1%	Yes
2nd Subsequent Year (2018-19)	12,827,528.00	9,851,948.00	-23.2%	Yes

Explanation:  
(required if Yes)

Other local funding grants in 2017-18 and 2018-19 are not finalized at this time, which accounts for a majority of the decrease in this category. In addition, all school site funds are budgeted for full expenditure in 2016-17 at this time.

<b>Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)</b>				
Current Year (2016-17)	27,917,986.54	30,187,074.54	8.1%	Yes
1st Subsequent Year (2017-18)	27,496,727.00	24,982,552.00	-9.1%	Yes
2nd Subsequent Year (2018-19)	27,665,680.00	25,151,505.00	-9.1%	Yes

Explanation:  
(required if Yes)

The 2016-17 increase is due to the budgeted full expenditure of all school site funds. The decreases in 2017-18 and 2018-19 are due to the reduction in restricted funding, which isn't recognized until the actual year of receipt.

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2016-17)	63,639,571.00	67,256,975.00	5.7%	Not Met
1st Subsequent Year (2017-18)	58,457,157.00	56,777,823.00	-2.9%	Met
2nd Subsequent Year (2018-19)	58,457,157.00	55,684,191.00	-4.7%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2016-17)	39,532,166.54	41,455,386.54	4.9%	Met
1st Subsequent Year (2017-18)	39,482,050.00	33,717,773.00	-14.6%	Not Met
2nd Subsequent Year (2018-19)	40,493,208.00	35,003,453.00	-13.6%	Not Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met. no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6A  
if NOT met)

**Explanation:**  
Other State Revenue  
(linked from 6A  
if NOT met)

The majority of the increase in 2016-17 state revenue is due primarily to the addition of the California Clean Energy Act (Proposition 39), in the amount of \$2,381,117. The increase in 2017-18 is due to one-time discretionary funds of \$48 per ADA, projected to be about \$1,000,000. These one-time discretionary funds are not budgeted in 2018-19.

**Explanation:**  
Other Local Revenue  
(linked from 6A  
if NOT met)

Other local funding grants in 2017-18 and 2018-19 are not finalized at this time, which accounts for a majority of the decrease in this category.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6A  
if NOT met)

Other local funding grants in 2017-18 and 2018-19 are not finalized at this time, which accounts for a majority of the decrease in this category. In addition, all school site funds are budgeted for full expenditure in 2016-17 at this time.

**Explanation:**  
Services and Other Exps  
(linked from 6A  
if NOT met)

The 2016-17 increase is due to the budgeted full expenditure of all school site funds. The decreases in 2017-18 and 2018-19 are due to the reduction in restricted funding, which isn't recognized until the actual year of receipt.

**7. CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75, as amended by AB 104 (Chapter 13, Statutes of 2015), effective 2015-16 and 2016-17 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

NOTE: AB 104 (Chapter 13, Statutes of 2015) requires the district to deposit into the account, for the 2015-16 and 2016-17 fiscal years, a minimum amount that is the lesser of 3% of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year.

DATA ENTRY: For the Required Minimum Contribution, enter the lesser of 3% of the total general fund expenditures and other financing uses for the current year or the amount that the district deposited into the account for the 2014-15 fiscal year. If EC 17070.75(e)(1) and (e)(2) apply, input 3%. First Interim data that exists will be extracted; otherwise, enter First Interim data into lines 1 and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	4,286,251.42	6,235,156.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		6,235,156.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District's Available Reserve Percentages (Criterion 10C, Line 9)	18.5%	13.5%	7.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	6.2%	4.5%	2.3%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)			
Current Year (2016-17)	(3,590,606.00)	182,332,243.00		2.0%	Met
1st Subsequent Year (2017-18)	(13,921,387.00)	185,783,137.00		7.5%	Not Met
2nd Subsequent Year (2018-19)	(16,526,249.67)	192,814,512.67		8.6%	Not Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:  
(required if NOT met)

The increase in deficit spending is due primarily to the increases in STRS and PERS employer costs and to declining enrollment. Additional costs include increases for step and column for all employees, health & welfare, and special education program costs. The District will continue to monitor deficit spending as it reduces the ending reserve balance and will recommend appropriate Board action to balance the unrestricted budget.



**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted, if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2)	(Form MYPI, Line D2)	
Current Year (2016-17)	55,800,249.64		Met
1st Subsequent Year (2017-18)	41,878,862.64		Met
2nd Subsequent Year (2018-19)	25,352,612.97		Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted, if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2016-17)	54,821,596.00		Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Current Year data are extracted. Enter district regular ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$66,000 (greater of)	0	to 300
4% or \$66,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
District Estimated P-2 ADA (Form AI, Line A4):	22,784	22,784	22,784
District's Reserve Standard Percentage Level:	3%	3%	3%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b. Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
  - a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted

	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	268,793,903.54	265,668,654.00	273,700,029.67
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	268,793,903.54	265,668,654.00	273,700,029.67
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	8,063,817.11	7,970,059.62	8,211,000.89
6. Reserve Standard - by Amount (\$66,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	8,063,817.11	7,970,059.62	8,211,000.89

**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	49,690,249.64	35,793,862.64	19,267,612.97
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	49,690,249.64	35,793,862.64	19,267,612.97
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	18.49%	13.47%	7.04%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>8,063,817.11</b>	<b>7,970,059.62</b>	<b>8,211,000.89</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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## SUPPLEMENTAL INFORMATION

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

### S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

### S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

### S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

No

1b. If Yes, identify the interfund borrowings:

### S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced.

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>					
Current Year (2016-17)	(35,625,983.00)	(35,464,891.00)	-0.5%	(161,092.00)	Met
1st Subsequent Year (2017-18)	(36,625,983.00)	(38,571,678.00)	5.3%	1,945,695.00	Not Met
2nd Subsequent Year (2018-19)	(37,625,983.00)	(39,571,678.00)	5.2%	1,945,695.00	Not Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2016-17)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2017-18)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2018-19)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2016-17)	400,000.00	400,000.00	0.0%	0.00	Met
1st Subsequent Year (2017-18)	400,000.00	400,000.00	0.0%	0.00	Met
2nd Subsequent Year (2018-19)	400,000.00	400,000.00	0.0%	0.00	Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:  
(required if NOT met)

The 2017-18 and 2018-19 changes are outside the allowable range due primarily to increased Special Education costs, and, in turn, the Special Education contribution. Also, budgeted growth in Special Education student services increases costs.

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C)
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2016
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	25	CFD Debt Service (52-00)	7438, 7439	160,785,000
General Obligation Bonds	24	Fund 51-00		93,505,000
Supp Early Retirement Program	N/A	N/A	N/A	N/A
State School Building Loans	N/A	N/A	N/A	N/A
Compensated Absences	1	Compensated Absences	Multiple Salary Object Codes	1,282,879

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2016
QZAB & CFD Bonds	2	Fund 25-18 / Fund 52-00	7438, 7439	5,000,000
Bond Premium - GO Bonds	24			6,089,974
Bond Premium - COP	25			9,999,898
<b>TOTAL:</b>				<b>276,662,751</b>

Type of Commitment (continued)	Prior Year (2015-16) Annual Payment (P & I)	Current Year (2016-17) Annual Payment (P & I)	1st Subsequent Year (2017-18) Annual Payment (P & I)	2nd Subsequent Year (2018-19) Annual Payment (P & I)
Capital Leases				
Certificates of Participation	10,714,287	14,398,416	14,280,074	14,297,849
General Obligation Bonds	10,099,421	9,749,475	11,747,963	10,557,550
Supp Early Retirement Program	N/A	N/A	N/A	N/A
State School Building Loans	N/A	N/A	N/A	N/A
Compensated Absences	0	0	0	0

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2015-16) Annual Payment (P & I)	Current Year (2016-17) Annual Payment (P & I)	1st Subsequent Year (2017-18) Annual Payment (P & I)	2nd Subsequent Year (2018-19) Annual Payment (P & I)
QZAB & CFD Bonds	2,517,788	0	0	5,000,000
Bond Premium - GO Bonds	420,670	469,290	517,910	517,910
Bond Premium - COP	588,678	701,920	701,920	701,920
<b>Total Annual Payments:</b>	<b>24,340,844</b>	<b>25,319,101</b>	<b>27,247,867</b>	<b>31,075,229</b>
<b>Has total annual payment increased over prior year (2015-16)?</b>		<b>Yes</b>	<b>Yes</b>	<b>Yes</b>



**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

**Explanation:**  
(Required if Yes  
to increase in total  
annual payments)

In January 2016 the District issued \$36,785,000 in Certificates of Participation. No debt payments will be made in 2015/16 for the issuance. Debt service payment for the 2016 COP is \$2,922,295 in 2016-17. This debt service payment accounts for the majority of the increase in the total annual payment for COPs in 2016/17 and 2017/18. Certificates of Participation debt service payments are paid with special tax assessments for the Community Facilities District (CFDs). In January 2017 the District sold \$45,000,000 in General Obligation Bonds, 2012 Election, Series C. No debt payments will be made in 2016/17 for the issuance. The District reports payments in the Debt Service Fund, Fund 52. The 2018-19 annual payment increase will be paid from a \$5,000,000 Guaranteed Investment Contract currently held by a trustee. The payment is part of QZAB issued from the year 2003. In December 2018, the lumpsum payment is due.

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

DATA ENTRY: Click the appropriate Yes or No button in Item 1, if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

**Explanation:**  
(Required if Yes)

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY. Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)
- b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?
- c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

2. OPEB Liabilities

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. OPEB actuarial accrued liability (AAL)	22,721,802.00	22,721,802.00
b. OPEB unfunded actuarial accrued liability (UAAL)	11,049,384.00	11,049,384.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation.	August 2015	August 2015

3. OPEB Contributions

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method		
Current Year (2016-17)	1,989,728.00	1,989,728.00
1st Subsequent Year (2017-18)	2,003,843.00	2,003,843.00
2nd Subsequent Year (2018-19)	2,003,843.00	2,003,843.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2016-17)	2,094,652.82	2,059,191.77
1st Subsequent Year (2017-18)	2,003,843.00	2,003,843.00
2nd Subsequent Year (2018-19)	2,003,843.00	2,003,843.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2016-17)	787,137.00	918,087.00
1st Subsequent Year (2017-18)	787,137.00	918,087.00
2nd Subsequent Year (2018-19)	787,137.00	918,087.00
d. Number of retirees receiving OPEB benefits		
Current Year (2016-17)	218	194
1st Subsequent Year (2017-18)	218	194
2nd Subsequent Year (2018-19)	218	194

4. Comments:

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

- 1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 1b-4)
- b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?
- c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

2. Self-Insurance Liabilities

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs	8,365,100.00	8,365,100.00
b. Unfunded liability for self-insurance programs	0.00	0.00

3. Self-Insurance Contributions

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2016-17)	3,681,089.00	3,681,089.00
1st Subsequent Year (2017-18)	3,840,694.00	3,840,694.00
2nd Subsequent Year (2018-19)	3,840,694.00	3,840,694.00
b. Amount contributed (funded) for self-insurance programs		
Current Year (2016-17)	3,765,000.00	4,100,000.00
1st Subsequent Year (2017-18)	3,765,000.00	4,100,000.00
2nd Subsequent Year (2018-19)	3,765,000.00	4,100,000.00

4. Comments:

**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**

Were all certificated labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of certificated (non-management) full-time-equivalent (FTE) positions	1,284.7	1,306.4	1,306.4	1,306.4

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year  
(2016-17)

1st Subsequent Year  
(2017-18)

2nd Subsequent Year  
(2018-19)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**One Year Agreement**

Total cost of salary settlement

<input type="text"/>	<input type="text"/>	<input type="text"/>
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% change in salary schedule from prior year  
or

<input type="text"/>
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**Multiyear Agreement**

Total cost of salary settlement

<input type="text"/>	<input type="text"/>	<input type="text"/>
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% change in salary schedule from prior year  
(may enter text, such as "Reopener")

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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7. Amount included for any tentative salary schedule increases

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<input type="text"/>	<input type="text"/>	<input type="text"/>

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
---------------------------	----------------------------------	----------------------------------

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
---------------------------	----------------------------------	----------------------------------

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of first interim projections?  
If Yes, complete number of FTEs, then skip to section S8C.   
If No, continue with section S8B.

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of classified (non-management) FTE positions	778.4	801.2	801.2	801.2

1a. Have any salary and benefit negotiations been settled since first interim projections?   
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?   
If Yes, complete questions 6 and 7.

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement			
% change in salary schedule from prior year or			

**Multiyear Agreement**

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Classified (Non-management) Health and Welfare (H&amp;W) Benefits</b>			
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Classified (Non-management) Prior Year Settlements Negotiated Since First Interim**

Are any new costs negotiated since first interim for prior year settlements included in the interim?

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If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

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	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Classified (Non-management) Step and Column Adjustments</b>			
1. Are step & column adjustments included in the interim and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
<b>Classified (Non-management) Attrition (layoffs and retirements)</b>			
1. Are savings from attrition included in the interim and MYPs?			
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?			

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.).




**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of first interim projections?

If Yes or n/a, complete number of FTEs, then skip to S9.  
If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2015-16)	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
Number of management, supervisor, and confidential FTE positions	151.8	159.2	159.2	159.2

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

**Negotiations Settled Since First Interim Projections**

2. Salary settlement:

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year  
(may enter text, such as "Reopener")


**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
--	---------------------------	----------------------------------	----------------------------------

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year


**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year


**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2016-17)	1st Subsequent Year (2017-18)	2nd Subsequent Year (2018-19)
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- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year


**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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### ADDITIONAL FISCAL INDICATORS

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9, item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
- A2. Is the system of personnel position control independent from the payroll system?
- A3. Is enrollment decreasing in both the prior and current fiscal years?
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7. Is the district's financial system independent of the county office system?
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

A5 The 2016-17 bargaining agreement resulted in a 6% salary increase compared to a 0% state-funded COLA. This was partially offset by increased LCFF gap rate funding.

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### End of School District Second Interim Criteria and Standards Review

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	193,315,324.00	193,094,141.00	110,676,133.04	193,266,448.00	172,307.00	0.1%
2) Federal Revenue		8100-8299	307,123.00	408,249.00	578,725.56	772,189.00	363,940.00	89.1%
3) Other State Revenue		8300-8599	9,747,101.00	9,043,151.00	5,949,070.16	9,210,189.00	167,038.00	1.8%
4) Other Local Revenue		8600-8799	11,058,457.00	10,560,927.00	5,588,503.92	10,957,702.00	396,775.00	3.8%
5) TOTAL, REVENUES			214,428,005.00	213,106,468.00	122,792,432.68	214,206,528.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	95,216,530.00	99,889,943.00	46,866,232.04	99,535,199.00	354,744.00	0.4%
2) Classified Salaries		2000-2999	24,479,106.00	25,463,630.00	12,190,860.77	25,667,512.00	(203,882.00)	-0.8%
3) Employee Benefits		3000-3999	33,979,844.00	36,000,135.00	17,393,825.88	35,957,237.00	42,898.00	0.1%
4) Books and Supplies		4000-4999	7,593,643.00	7,640,403.00	3,195,646.45	7,088,140.00	552,263.00	7.2%
5) Services and Other Operating Expenditures		5000-5999	16,352,240.00	15,790,396.00	9,235,993.54	15,749,467.00	40,929.00	0.3%
6) Capital Outlay		6000-6999	211,558.00	180,517.00	58,072.48	217,658.00	(37,141.00)	-20.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	482,892.00	482,892.00	241,446.23	482,892.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,994,826.00)	(2,775,183.00)	(282,173.79)	(2,765,862.00)	(9,321.00)	0.3%
9) TOTAL, EXPENDITURES			175,320,987.00	182,672,733.00	88,899,903.60	181,932,243.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			39,107,018.00	30,433,735.00	33,892,529.08	32,274,285.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	400,000.00	400,000.00	400,000.00	400,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(34,723,294.00)	(35,625,983.00)	0.00	(35,464,891.00)	161,092.00	-0.5%
4) TOTAL, OTHER FINANCING SOURCES/USES			(35,123,294.00)	(36,025,983.00)	(400,000.00)	(35,864,891.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			3,983,724.00	(5,592,248.00)	33,492,529.08	(3,590,606.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	56,471,258.37	59,390,855.64		59,390,855.64	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,471,258.37	59,390,855.64		59,390,855.64		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			56,471,258.37	59,390,855.64		59,390,855.64		
2) Ending Balance, June 30 (E + F1e)			60,454,982.37	53,798,607.64		55,800,249.64		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	35,000.00	35,000.00		135,000.00		
Stores		9712	700,000.00	700,000.00		700,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	5,200,000.00	5,200,000.00		5,275,000.00		
Other Assignments	0000	9780	5,200,000.00					
Other Assignments	0000	9780		5,200,000.00				
Other Assignments	0000	9780				5,275,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	54,519,982.37	47,863,607.64		49,690,249.64		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	1,186,532.00	1,186,532.00	415,288.00	1,186,532.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,264,275.00	13,431,977.00	3,831,451.26	13,513,159.00	81,182.00	0.6%
3) Other State Revenue		8300-8599	11,765,417.00	12,114,146.00	1,115,146.33	14,612,433.00	2,498,287.00	20.6%
4) Other Local Revenue		8600-8799	16,793,117.00	18,081,121.00	10,085,323.63	18,191,303.00	110,182.00	0.6%
5) TOTAL, REVENUES			43,009,341.00	44,813,776.00	15,447,209.22	47,503,427.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	21,671,259.00	23,012,035.00	10,325,569.39	23,066,066.00	(54,030.00)	-0.2%
2) Classified Salaries		2000-2999	16,194,109.00	17,540,897.00	8,309,759.36	17,489,603.00	51,294.00	0.3%
3) Employee Benefits		3000-3999	22,355,407.00	23,150,249.00	6,608,399.81	23,162,160.00	(11,911.00)	-0.1%
4) Books and Supplies		4000-4999	3,716,685.58	3,973,777.00	1,572,982.48	4,180,172.00	(206,395.00)	-5.2%
5) Services and Other Operating Expenditures		5000-5999	11,542,832.93	12,127,590.54	5,713,190.80	14,437,607.54	(2,310,017.00)	-19.0%
6) Capital Outlay		6000-6999	2,432,447.00	1,011,485.00	499,591.56	1,002,140.00	9,345.00	0.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	909,282.00	955,902.00	53,164.36	962,226.00	(6,324.00)	-0.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,393,522.00	2,161,165.00	2,173.79	2,161,686.00	(521.00)	0.0%
9) TOTAL, EXPENDITURES			81,215,544.51	83,933,101.54	33,084,831.55	86,461,660.54		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			(38,206,203.51)	(39,119,325.54)	(17,637,622.33)	(38,958,233.54)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	34,723,294.00	35,625,983.00	0.00	35,464,891.00	(161,092.00)	-0.5%
4) TOTAL, OTHER FINANCING SOURCES/USES			34,723,294.00	35,625,983.00	0.00	35,464,891.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,482,909.51)	(3,493,342.54)	(17,637,622.33)	(3,493,342.54)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,482,909.51	3,493,342.54		3,493,342.54	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,482,909.51	3,493,342.54		3,493,342.54		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,482,909.51	3,493,342.54		3,493,342.54		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		



2016-17 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	194,501,856.00	194,280,673.00	111,091,421.04	194,452,980.00	172,307.00	0.1%
2) Federal Revenue		8100-8299	13,571,398.00	13,840,226.00	4,410,176.82	14,285,348.00	445,122.00	3.2%
3) Other State Revenue		8300-8599	21,512,518.00	21,157,297.00	7,064,216.49	23,822,622.00	2,665,325.00	12.6%
4) Other Local Revenue		8600-8799	27,851,574.00	28,642,048.00	15,673,827.55	29,149,005.00	506,957.00	1.8%
5) TOTAL, REVENUES			257,437,346.00	257,920,244.00	138,239,641.90	261,709,955.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	116,887,789.00	122,901,979.00	57,191,801.43	122,601,265.00	300,714.00	0.2%
2) Classified Salaries		2000-2999	40,673,215.00	43,004,527.00	20,500,620.13	43,157,115.00	(152,588.00)	-0.4%
3) Employee Benefits		3000-3999	56,335,251.00	59,150,384.00	24,002,225.69	59,119,397.00	30,987.00	0.1%
4) Books and Supplies		4000-4999	11,310,328.58	11,614,180.00	4,768,628.93	11,268,312.00	345,868.00	3.0%
5) Services and Other Operating Expenditures		5000-5999	27,895,072.93	27,917,986.54	14,949,184.34	30,187,074.54	(2,269,088.00)	-8.1%
6) Capital Outlay		6000-6999	2,644,005.00	1,192,002.00	557,664.04	1,219,798.00	(27,796.00)	-2.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,392,174.00	1,438,794.00	294,610.59	1,445,118.00	(6,324.00)	-0.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(601,304.00)	(614,018.00)	(280,000.00)	(604,176.00)	(9,842.00)	1.6%
9) TOTAL, EXPENDITURES			256,536,531.51	266,605,834.54	121,984,735.15	268,393,903.54		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			900,814.49	(8,685,590.54)	16,254,906.75	(6,683,948.54)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	400,000.00	400,000.00	400,000.00	400,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(400,000.00)	(400,000.00)	(400,000.00)	(400,000.00)		

2016-17 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			500,814.49	(9,085,590.54)	15,854,906.75	(7,083,948.54)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	59,954,167.88	62,884,198.18		62,884,198.18	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			59,954,167.88	62,884,198.18		62,884,198.18		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			59,954,167.88	62,884,198.18		62,884,198.18		
2) Ending Balance, June 30 (E + F1e)			60,454,982.37	53,798,607.64		55,800,249.64		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	35,000.00	35,000.00		135,000.00		
Stores		9712	700,000.00	700,000.00		700,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	5,200,000.00	5,200,000.00		5,275,000.00		
Other Assignments	0000	9780	5,200,000.00					
Other Assignments	0000	9780		5,200,000.00				
Other Assignments	0000	9780				5,275,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	54,519,982.37	47,863,607.64		49,690,249.64		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	49,480,865.65	50,059,996.46	25,685,465.83	49,971,163.75	(86,832.71)	-0.2%
2) Federal Revenue		8100-8299	1,433,522.12	1,848,481.35	619,238.83	1,869,710.35	21,229.00	1.1%
3) Other State Revenue		8300-8599	4,215,994.00	5,375,403.09	1,671,505.44	5,891,964.86	516,561.86	9.6%
4) Other Local Revenue		8600-8799	405,697.63	498,121.10	394,161.85	531,703.19	63,582.09	13.6%
5) TOTAL REVENUES			55,535,979.40	57,752,001.91	28,370,371.95	58,264,542.15		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	22,078,345.93	24,045,344.57	11,247,033.19	23,832,593.70	212,750.87	0.9%
2) Classified Salaries		2000-2999	4,927,851.60	5,445,131.57	2,538,828.96	5,550,297.02	(105,165.45)	-1.9%
3) Employee Benefits		3000-3999	9,395,923.37	10,074,203.09	3,951,590.25	10,116,956.49	(42,753.40)	-0.4%
4) Books and Supplies		4000-4999	5,338,660.01	5,076,618.68	1,566,353.40	4,337,338.65	739,280.03	14.6%
5) Services and Other Operating Expenditures		5000-5999	12,799,638.76	12,988,465.44	6,338,793.74	13,393,949.45	(427,484.01)	-3.3%
6) Capital Outlay		6000-6999	1,610,000.00	2,823,028.00	222,678.68	2,823,028.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			56,148,217.67	60,430,791.35	25,965,278.22	60,054,163.31		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(812,238.27)	(2,678,789.44)	2,505,093.73	(1,789,621.16)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	587,787.50	587,788.00	414,331.25	587,787.50	0.50	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(587,787.50)	(587,788.00)	(414,331.25)	(587,787.50)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,200,025.77)	(3,266,577.44)	2,090,762.48	(2,377,408.66)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,194,250.64	16,158,425.68		16,158,425.68	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,194,250.64	16,158,425.68		16,158,425.68		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,194,250.64	16,158,425.68		16,158,425.68		
2) Ending Balance, June 30 (E + F1e)			9,994,224.87	12,891,848.24		13,781,017.02		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	10,000.00	10,000.00		10,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed		9740	48,935.02	397,514.42		422,739.42		
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	9,935,269.85	12,484,333.82		13,348,277.60		
Other Assignment	0000	9780	9,935,269.85					
Other Assignments	0000	9780		12,484,333.82				
Other Assignments	0000	9780				13,348,277.60		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
(Enter projections for subsequent years, 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	193,266,448.00	0.27%	193,782,912.00	3.36%	200,303,057.00
2. Federal Revenues	8100-8299	772,189.00	-12.96%	672,123.00	0.00%	672,123.00
3. Other State Revenues	8300-8599	9,210,189.00	-42.28%	5,316,110.00	-20.57%	4,222,478.00
4. Other Local Revenues	8600-8799	10,957,702.00	-2.70%	10,662,283.00	0.00%	10,662,283.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(35,464,891.00)	8.76%	(38,571,678.00)	2.59%	(39,571,678.00)
6. Total (Sum lines A1 thru A5c)		178,741,637.00	-3.85%	171,861,750.00	2.58%	176,288,263.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				99,535,199.00		99,729,298.00
b. Step & Column Adjustment				3,007,485.00		1,994,585.96
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,813,386.00)		(450,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	99,535,199.00	0.20%	99,729,298.00	1.55%	101,273,883.96
2. Classified Salaries						
a. Base Salaries				25,667,512.00		26,574,120.00
b. Step & Column Adjustment				731,065.00		465,047.10
c. Cost-of-Living Adjustment						
d. Other Adjustments				175,543.00		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	25,667,512.00	3.53%	26,574,120.00	1.75%	27,039,167.10
3. Employee Benefits	3000-3999	35,957,237.00	10.25%	39,642,851.00	9.97%	43,596,298.61
4. Books and Supplies	4000-4999	7,088,140.00	-14.60%	6,053,108.00	17.65%	7,121,403.00
5. Services and Other Operating Expenditures	5000-5999	15,749,467.00	-1.02%	15,588,804.00	0.00%	15,588,804.00
6. Capital Outlay	6000-6999	217,658.00	-13.18%	188,972.00	0.00%	188,972.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	482,892.00	0.00%	482,892.00	0.00%	482,892.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,765,862.00)	4.01%	(2,876,908.00)	0.00%	(2,876,908.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	400,000.00	0.00%	400,000.00	0.00%	400,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		182,332,243.00	1.89%	185,783,137.00	3.78%	192,814,512.67
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(3,590,606.00)		(13,921,387.00)		(16,526,249.67)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		59,390,855.64		55,800,249.64		41,878,862.64
2. Ending Fund Balance (Sum lines C and D1)		55,800,249.64		41,878,862.64		25,352,612.97
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	835,000.00		835,000.00		835,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	5,275,000.00		5,250,000.00		5,250,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	49,690,249.64		35,793,862.64		19,267,612.97
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
F Total Components of Ending Fund Balance (Line D3f must agree with line D2)		55,800,249.64		41,878,862.64		25,352,612.97

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	49,690,249.64		35,793,862.64		19,267,612.97
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>		<b>49,690,249.64</b>		<b>35,793,862.64</b>		<b>19,267,612.97</b>
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
2016/17: 0% COLA with 55.28% LCFF growth funding rate; 2017/18: 1.48% COLA with 23.67% LCFF growth funding rate; 2018/19: 2.40% COLA with 53.85% LCFF growth funding rate						
2019/20: 2.53% COLA with 68.94% LCFF growth funding rate						
2016/17: 155 ADA reduction; Zero ADA growth (2017-18 through 2019-20)						
59.11% actual unduplicated EL, LI, and FY %						
2016/17: One-time discretionary funds of \$214 per ADA; 2017/18: One-time discretionary funds of \$48 per ADA						
Certificated and classified salary costs based on the actual step changes in 2016-17						
Certificated step and class cost of 2% in 2017/18 and 2018/19						
Classified step and class cost of 1.75% in 2017/18 and 2018/19						
2016/17: Salary settlement - 6% for CVE, CVCEO, and Non-represented employees						
2017/18: Salary settlement - 1.4% for CVE and CVCEO employees, will determine the distribution of the increase among salary schedule and health benefits cap						
2017/18: Salary settlement - 2.5% for Non-represented employees						
2016/17: Health benefits cap increase of \$2,500 for CVE and CVCEO employees effective July 1, 2016						
2016/17 and 2017/18: No change in health benefits cap for Non-represented employees						
Designated increases in STRS and PERS in future years						
2.5% contribution in RRMA						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	1,186,532.00	0.00%	1,186,532.00	0.00%	1,186,532.00
2. Federal Revenues	8100-8299	13,513,159.00	-7.20%	12,540,320.00	0.00%	12,540,320.00
3. Other State Revenues	8300-8599	14,612,433.00	-18.93%	11,846,506.00	0.00%	11,846,506.00
4. Other Local Revenues	8600-8799	18,191,303.00	-13.47%	15,740,481.00	0.00%	15,740,481.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	35,464,891.00	8.76%	38,571,678.00	2.59%	39,571,678.00
6. Total (Sum lines A1 thru A5c)		82,968,318.00	-3.72%	79,885,517.00	1.25%	80,885,517.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
<b>1. Certificated Salaries</b>						
a. Base Salaries				23,066,066.00		21,709,088.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,356,978.00)		276,123.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	23,066,066.00	-5.88%	21,709,088.00	1.27%	21,985,211.00
<b>2. Classified Salaries</b>						
a. Base Salaries				17,489,603.00		17,312,963.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(176,640.00)		206,055.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	17,489,603.00	-1.01%	17,312,963.00	1.19%	17,519,018.00
3. Employee Benefits	3000-3999	23,162,160.00	2.86%	23,823,649.00	1.05%	24,072,852.00
4. Books and Supplies	4000-4999	4,180,172.00	-35.84%	2,682,113.00	1.81%	2,730,545.00
5. Services and Other Operating Expenditures	5000-5999	14,437,607.54	-34.94%	9,393,748.00	1.80%	9,562,791.00
6. Capital Outlay	6000-6999	1,002,140.00	78.83%	1,792,100.00	2.86%	1,843,334.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	962,226.00	0.00%	962,226.00	0.00%	962,226.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	2,161,686.00	2.22%	2,209,630.00	0.00%	2,209,630.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		86,461,660.54	-7.61%	79,885,517.00	1.25%	80,885,517.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(3,493,342.54)		0.00		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		3,493,342.54		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
<b>3. Components of Ending Fund Balance (Form 011)</b>						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)						
		0.00		0.00		0.00



Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
2016/17: 0% COLA with 55.28% LCFF growth funding rate, 2017/18: 1.48% COLA with 23.67% LCFF growth funding rate; 2018/19: 2.40% COLA with 53.85% LCFF growth funding rate						
2019/20: 2.53% COLA with 68.94% LCFF growth funding rate						
2016/17: 155 ADA reduction, Zero ADA growth (2017-18 through 2019-20)						
59.11% actual unduplicated EL, LI, and FY %						
2016/17: One-time discretionary funds of \$214 per ADA; 2017/18: One-time discretionary funds of \$48 per ADA						
Certificated and classified salary costs based on the actual step changes in 2016-17						
Certificated step and class cost of 2% in 2017/18 and 2018/19						
Classified step and class cost of 1.75% in 2017/18 and 2018/19						
2016/17: Salary settlement - 6% for CVE, CVCEO, and Non-represented employees						
2017/18: Salary settlement - 1.4% for CVE and CVCEO employees; will determine the distribution of the increase among salary schedule and health benefits cap						
2017/18: Salary settlement - 2.5% for Non-represented employees						
2016/17: Health benefits cap increase of \$2,500 for CVE and CVCEO employees effective July 1, 2016						
2016/17 and 2017/18: No change in health benefits cap for Non-represented employees						
Designated increases in STRS and PERS in future years						
2.5% contribution in RRMA						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCF/Revenue Limit Sources	8010-8099	194,452,980.00	0.27%	194,969,444.00	3.34%	201,489,589.00
2. Federal Revenues	8100-8299	14,285,348.00	-7.51%	13,212,443.00	0.00%	13,212,443.00
3. Other State Revenues	8300-8599	23,822,622.00	-27.96%	17,162,616.00	-6.37%	16,068,984.00
4. Other Local Revenues	8600-8799	29,149,055.00	-9.42%	26,402,764.00	0.00%	26,402,764.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		261,709,955.00	-3.81%	251,747,267.00	2.16%	257,173,780.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				122,601,265.00		121,438,386.00
b. Step & Column Adjustment				3,007,485.00		1,994,585.96
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(4,170,364.00)		(173,877.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	122,601,265.00	-0.95%	121,438,386.00	1.50%	123,259,094.96
2. Classified Salaries						
a. Base Salaries				43,157,115.00		43,887,083.00
b. Step & Column Adjustment				731,965.00		465,047.10
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,097.00)		206,055.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	43,157,115.00	1.69%	43,887,083.00	1.53%	44,558,185.10
3. Employee Benefits	3000-3999	59,119,397.00	7.35%	63,466,500.00	6.62%	67,669,150.61
4. Books and Supplies	4000-4999	11,268,312.00	-22.48%	8,735,221.00	12.78%	9,851,948.00
5. Services and Other Operating Expenditures	5000-5999	30,187,074.54	-17.24%	24,982,552.00	0.68%	25,151,505.00
6. Capital Outlay	6000-6999	1,219,798.00	62.41%	1,981,072.00	2.59%	2,032,306.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,445,118.00	0.00%	1,445,118.00	0.00%	1,445,118.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(604,176.00)	10.44%	(667,278.00)	0.00%	(667,278.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	400,000.00	0.00%	400,000.00	0.00%	400,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		268,793,903.54	-1.16%	265,668,654.00	3.02%	273,700,029.67
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(7,083,948.54)		(13,921,387.00)		(16,526,249.67)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1c)		62,884,198.18		55,800,249.64		41,878,862.64
2. Ending Fund Balance (Sum lines C and D1)		55,800,249.64		41,878,862.64		25,352,612.97
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	835,000.00		835,000.00		835,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	5,275,000.00		5,250,000.00		5,250,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	49,690,249.64		35,793,862.64		19,267,612.97
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		55,800,249.64		41,878,862.64		25,352,612.97

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2017-18 Projection (C)	% Change (Cols. E-C/C) (D)	2018-19 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	49,690,249.64		35,793,862.64		19,267,612.97
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		49,690,249.64		35,793,862.64		19,267,612.97
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		18.49%		13.47%		7.04%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A1, Estimated P-2 ADA column, Line A4; enter projections)						
		22,784.12		22,784.12		22,784.12
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		268,793,903.54		265,668,654.00		273,700,029.67
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		268,793,903.54		265,668,654.00		273,700,029.67
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		8,063,817.11		7,970,059.62		8,211,000.89
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		8,063,817.11		7,970,059.62		8,211,000.89
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services  
and Support

**ITEM TITLE:**

First Reading: Proposed Revisions to Mae L. Feaster Charter School Petition

\_\_\_\_\_ **Action**

\_\_\_\_\_ **X** \_\_\_\_\_ **Information**

**BACKGROUND INFORMATION:**

Charter school law was enacted in California to provide increased flexibility and freedom to reinvent public education by raising standards of accountability and focusing on student performance and achievement. Throughout the United States, charters provide choice and alternatives within the public educational system through diversified instructional practices and innovative delivery systems. Charters have emerged as a key element of systemic public school reform, and the number of charter schools has increased dramatically in the state and across the country.

In 1997, the District first approved a charter school petition for Feaster Charter. The most recent renewal of this petition occurred in 2012.

**ADDITIONAL DATA:**

Revisions in the current renewal include:

- Grade-level collaboration will be two hours and 40 minutes per week.
- Integration of a one-to-one technology model. iPod Touch devices for every Grade K-1 student and iPad 2 devices for every Grade 2-8 student.
- 50/50 Developmental Bilingual Program.
- Positive behavior support system with a student support center.
- After-school activities and clubs taught by credentialed teachers.
- Recommitment to Visual and Performing Arts, Science, Technology, Engineering, and Mathematics classes; and to Integration.

A copy of the proposed revised charter petition is attached as "Exhibit A." Additional information is available for review in the Office of the Executive Director of Research, Accountability, Evaluation, Analysis, and Instruction Services and Support.

**FISCAL IMPACT/FUNDING SOURCE:**

Given that Feaster Charter is already operating with the projected number of students, there will be no additional fiscal impact on the District.

**STAFF RECOMMENDATION:**

This is an information item.

**EXHIBIT "A"**

**FEASTER CHARTER  
SCHOOL**

**Charter 2017-2022**

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**CHULA VISTA ELEMENTARY SCHOOL DISTRICT**  
**Feaster Charter School**  
**670 Flower St. ~ Chula Vista, CA 91910 ~ (619) 422-8397**

**CHARTER REVISION**  
**2017-2022**

**Purpose of the Charter Petition**

This is a proposal to renew the charter petition between Feaster Charter School (“the charter school”) and the Board of Education for the Chula Vista Elementary School District (CVESD), (“the district”). The term of this charter shall begin on July 1, 2017 and expire on June 30, 2022.

This Charter may be amended by the Feaster Charter Board and approved by the Chula Vista Elementary School District Board of Education, based on a two-thirds vote from staff, with input from the community. A copy of any amendment will be forwarded to the State Department of Education.

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect unless mutually agreed upon by the Chula Vista Elementary School District Board of Education and the Feaster Charter Board. The district and Feaster Charter Board agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

The Administrative representatives as identified by the Feaster Charter Board, with the support of the designee of CVESD, reserve the right to collaboratively negotiate identified services with Charter Management Bodies as deemed necessary.

Feaster Charter School, though fiscally independent, maintains a very collaborative and cooperative partnership with the Chula Vista Elementary School District, its authorizing agency.

**Description of the School**

Feaster Charter School is one of 46 schools in the Chula Elementary School District, which is located 7 miles north of the California/Mexico border. The school campus is bordered on the North by Flower Street, the East by Jefferson Street, and finally on the South by E Street. The large district-owned park area between Jefferson and Broadway is shared between the school during its operational hours, and the City of Chula Vista and Recreation Department after 6 p.m. and on weekends. Feaster is the neighborhood school for a highly dense area that includes multiple apartment buildings and four mobile home trailer parks. The school was built in 1950 as a 500-student facility. For many years, this school served the community as a standard public school.

On March 4, 1997, in collaboration with teachers, staff, parents and students and with the approval of the Chula Vista Elementary School District School Board of Education, the California State Board of Education granted Charter Number 60-37956. At that time Feaster became the second charter school in the Chula Vista Elementary School District as part of an effort to revitalize the current educational community of the school and to

create a learning environment that promoted high academic standards and student achievement for all. CVESD purchased the land adjacent to the original site, added additional portable classrooms and built a multi-use playground facility to accommodate the school's increased student population.

Feaster Charter School currently serves approximately 1,245 students in transitional kindergarten through eight grades. Feaster Charter is a neighborhood school: all of our students live within walking distance of the school with the exception of students attending on zone transfers.

Presently, all of our students receive free and reduced price lunches. Over 92% of the children enrolled in the general education program are Title I students.

A large percentage of our students are English Language Learners (ELL). Currently, 61% of our students are classified as English Learners. Our student population is diverse with 2.3% African American, 3.5% White, 90.7% Hispanic, 0.6% Asian, 2.1% Filipino, 0.2% Pacific Islanders and 0.2% American Indian or Alaskan.

Feaster Charter School follows a year-round calendar that consists of 180 days of instruction, from approximately July to June. The school day for students in grades K-6 is 7.25 hours per day Mondays, Tuesdays, Wednesdays, and Fridays, and 6 hours per day on Thursdays. Middle school students attend 7.5 hours per day on Mondays, Tuesdays, Wednesdays, and Fridays and 6 hours on Thursdays. The transitional kindergarten day is 3.5 hours per day Monday through Friday. The shortened day is to allow teachers additional time to receive professional development. An extended instructional day and/or intersession program is provided when funding is available to students who have been identified as at-risk students.

Feaster Charter School is a non-sectarian school supported by public dollars. Feaster Charter School does not discriminate against any pupil on the basis of ethnicity, natural origin, gender, sexual orientation, or disability.

## ***Element One***

***A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in the program must include the objective of enabling pupils to become self-motivated, competent and lifelong learners.***

### **Our Vision and Mission**

Our mission is to use resources, research, and data to help all students develop the skills, knowledge, and expertise necessary to succeed in work and life. Within a context of core knowledge instruction based on the Common Core State Standards, students will learn the 21<sup>st</sup> century essential skills of critical thinking, problem solving, communication, and collaboration.

At Feaster Charter School, students are at the center of our decision-making. We are focused on instructional excellence and accept no excuses for lack of student performance. We are a school where instruction matters, teachers engage in the identification and implementation of research-based practices that make a positive impact on student learning. Our teachers use current research on teaching and learning to improve their instructional practice for the success of all students. All staff is committed to increasing student achievement for all students. Teachers and staff are evaluated and can be rewarded for their performance in moving student achievement forward. Through the focus on standards, assessment, curriculum and instruction, professional development, and learning environments, students leave our school prepared to thrive in today's global economy.

### **Our Beliefs**

- A standards-based, rigorous education is the key factor to success in the 21<sup>st</sup> Century.
- Student achievement is the watershed benchmark of all we do.
- Staff members, parents, and the community are all an integral part of ensuring student success.
- Children benefit from understanding and honoring other cultures.
- All students will be college and career ready.
- Teaching students Core Values helps them become productive members of society.
- Differentiation is the best practice for meeting the varied learning needs of all students.
- School is a place for learning for children, staff and parents.

- Parent involvement as classroom volunteers, in parent conferences and attendance at school events is an essential element of student success.
- Educating and training parents increases the academic achievement for students as well
- Staff development and coaching ensure best practices.
- Proficiency in the Arts, Sciences, and Physical Education supports students in healthy and well-rounded lifestyles.
- Technology is a tool to be used to increase student engagement, learning, and problem solving. It is a tool to research, organize, evaluate, and communicate information.

### **Values**

At Feaster Charter School, students, parents, members of the faculty, and community members are committed to our common Vision. Together, we value diversity and promote equity for all. We take great pride in our school and always strive to create the best possible learning environment for our children.

In order to prepare for the demands of the 21st century, students need to know core curricular areas as well as how to use their knowledge and skills by thinking independently and critically. Students must be able to apply knowledge to new situations, analyze information, and comprehend new ideas, while putting into practice effective communication, collaboration, problem solving, and decision-making. We value the role of education that works with both sides of the brain, emphasizing both knowledge and creativity.

We believe that every person has an innate desire to know and to understand, and that learning is the most important journey in every person's life. The Feaster Charter students and staff are committed to an overall purpose and a set of core values.

### **Our Purpose:**

Feaster exists to foster the academic, social, emotional, and physical achievement of ALL students in school and in life.

### **Core values:**

- We have a Growth Mindset
- We keep all staff and every student in mind
- We commit and follow through

### **Curriculum and Content**

Curriculum is defined by the standards adopted by the State of California. Assessments based on standards inform instruction. The school-wide goal is for each child to achieve

or exceed master of his/her grade level standards. Differentiated and rigorous curricula include:

- English Language Arts
- English Language Development
- Reading Foundational Skills in K-5
- Spanish Language Development in the Dual Immersion Program
- Mathematics
- Science
- Engineering
- History/Social Science
- Physical Education/Health
- Visual and Performing Arts
- Technology

### **Overview of Research-Based Instructional Best Practices and Strategies**

In order to provide a learning environment that fulfills our vision and to enable our students to become lifelong learners, we are committed to developing the highest quality educational program for every student. We provide our students a transitional kindergarten through eighth grade program with a clearly articulated standards-based curriculum that ensures continuity of expectations and maximizes learning. Our goal is to achieve excellence through the implementation of innovative research-based best practices. We will adapt and modify our best practices as research and data identify new strategies and new best practices.

Current best practices include:

- A commitment to ongoing, systematic staff development based on current research.
- Implementation of a comprehensive literacy block to improve reading comprehension through a daily, school-wide literacy block.
- Organization of instruction around the standards rather than around any particular curriculum
- English Learners receive English Language Development instruction on a daily basis
- Small group instruction in reading and math, organized around the Gradual Release of Responsibility
- 50/50 Developmental Dual Immersion Program
- Targeted, structured teacher collaboration to look at student work, analyze data, and develop standards-based lessons.
- Use of assessments and data to guide instruction and to provide differentiation to meet the needs of all learners, including but not limited to our high-achieving

students and low-achieving students. The desegregation of data by these students and target populations (i.e. English Language Learners, special education students, foster youth, homeless) will allow us to target these learners in small group and whole group instruction.

- Use of assessments and data will be used to determine and allocate instructional assistants to support classroom teachers in small group instruction.
- Writing across the curriculum.
- Hands-on use of technology by all students, TK-8, through the use of iPod Touches (K-1) and iPads (K-8).
- An active, after school program offering an array of clubs and projects
- Positive behavior support system, including a comprehensive school counseling base program that promotes and enhances student success.
- Students have the opportunity to participate in elective course.

The following research-based programs and methodologies have been identified by our teaching staff as current best practices:

- Writer's Workshop
- Research based math curriculum
- The incorporation of Visual and Performing Arts and Science, Technology, Engineering, Math, and Physical Education standards.
- School-wide implementation of differentiated, rigorous curricula that meets the individual needs of each child.
- Dual Immersion Program will be a 50/50 model to help participating students become completely bilingual and bi-literate by the end of the sixth grade
- English Learners receiving English Language Development instruction on a daily basis
- Specially Designed Academic Instruction in English (SDAIE) and Guided Language Acquisition (GLAD), which are used to provide equal access to the curriculum for all students including English Learners.
- Bi-weekly assessments in English Language Arts, Spanish Language Arts, and Mathematics for diagnosis and measurement of student progress
- Weekly collaboration time for grade level teachers to plan for instruction, look at student work, and analyze student assessment data



- Articulation among grade levels to promote rigor and ensure the implementation of systemic instruction and seamless transitions from year to year.
- Examining student work through a protocol process (Focus on Results)
- Identified Title I students receive interventions in small group and/or one-on-one settings designed to address their individual reading needs as needed
- Utilizing a school wide elective program to provide opportunities for student exploration in a variety of Science, Technology, Engineering, Math and Visual and Performing Arts fields and real world experience.
- Utilizing technology as a tool to connect our learning community to the world beyond the walls of the classroom and to help our students become college and career ready
- Ongoing, targeted professional development
- Engineering program with industry partnership

Individualized and varied instructional methods address the important differences in the ways children learn. Our school is data-based, therefore data is used to assess students' performance as well as to adapt our instructional practices to the identified needs of the students. To meet the needs of all students at our school, our instructional strategies utilize practices defined by research on brain-based learning and learning modalities. All students, including English Language Learners, GATE, RSP, etc. receive curriculum and instruction appropriate to their needs. Primary language instruction is provided for Spanish speakers in our Dual-Immersion program.

- **Extensive training and support for staff.** Teachers receive extensive pre-service and in-service training and have time built into the schedule for planning and professional development. Teachers improve their practice through peer coaching and consistent, continuous focused professional development.
- **More time for learning.** We meet or exceed the state mandated number of instructional days and minutes. At the present time, our students have a longer school day. Learning is also extended through after-school tutoring and/or intersession classes for identified students.
- **A partnership with families.** We are committed to working with parents in ensuring a world-class education by providing ongoing and straightforward access to information about their child's progress. Student Learning Conferences are scheduled throughout the year to provide parents with specific feedback on their child's progress. We are a community center providing a variety of classes including English language classes, parenting classes, and health education. Mobile health clinics also provide services for our community. There are various events throughout the school year to improve school-home communication: Back to School and curriculum nights, PTO meetings, and other community gatherings.



- **Specifically designed instruction for English Language Learners.** All English Learners in transitional kindergarten through eighth grade receive embedded English Language Development instruction throughout the day. Students are grouped by language levels and receive English Language instruction based on their current abilities in the four areas of language; Speaking, Listening, Reading and Writing. English language instruction is also provided during Science and Social Studies instruction through the use of GLAD strategies, vocabulary development and Accountable Talk. Student progress is monitored throughout the year by the classroom teacher and annually with the state English Language Development Test.
- **A standards-based program for all students.** Feaster Charter school staff understands how important it is to adequately serve our students who qualify for Special Education services. Our staff will serve all students who are covered under the Individual with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973. At Feaster we have an extensive Student Success Team (SST) process to determine whether a student qualifies for an Individual Education Plan (IEP). A percentage of the students at Feaster Charter School receive special education services. The Chula Vista Elementary School District (CVESD) provides Special Education funding, personnel and service delivery for students. Students who have an IEP receive special education services through our Resource Specialist Program Teachers and aides, psychologist, and speech therapist (if applicable to their IEP goal). Students enrolled in the Resource Specialist Program receive a standards-based academic program that is differentiated to meet each child's identified learning needs. Students in the Special Education program are provided with the same opportunities as students in general education classes. Students attend fieldtrips, receive awards, sing in the choir, play on sports teams, serve on the student council and participate in student activities.

### **Our Goals for Student Achievement**

In order to measure adequate growth each year we set goals for student achievement. These annual goals align with state priorities. These goals are set with the input of stakeholders and with the approval of our charter board.

Each year our goal is to show growth in the following areas:

- The overall number of students that met and exceeded on the CAASPP (California Assessment of Student Performance and Progress) exam in Language Arts will increase by 3.5%.
- The overall number of students that met and exceeded on the CAASPP exam in Mathematics will increase by 3.5%.
- The overall number of students that met and exceeded on the district Local Measures Reading exam for K-1 will increase by 3.5%.
- The overall number of students that are college and career ready on the Achieve 3000 lexile exam will increase by 3.5%.
- The overall number of English Language Learners that met and exceeded on the CAASPP exam in Language Arts will increase by 5%.
- The overall number of English Language Learners that met and exceeded on the CAASPP exam in mathematics will increase by 5%.
- The overall number of Special Education students that met and exceeded on the CAASPP exam in English Language Arts will increase by 3.5%.

- The overall number of Special Education students that met and exceeded on the CAASPP exam in mathematics will increase by 3.5%.
- The overall number of foster youth and homeless students that met and exceeded on the CAASPP exam in English Language Arts will increase by 3.5%.
- The overall number of foster youth and homeless students that met and exceeded on the CAASPP exam in mathematics will increase by 3.5%.

We will meet these goals by using bi-weekly, quarterly and yearly assessments to drive our instruction. We will provide differentiated instruction to students in small and whole group to continue building on students' strengths and target their needs. We will look at student work and assessment data during collaboration so that teachers can share best practices with their colleagues.

## ***Element Two***

***The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all students of the school demonstrate that they have attained the skills, knowledge and attitudes specified as goals in the school's educational program.***

Feaster Charter School's educational program includes having students reach their highest potential in all areas of the curriculum. Goals for students continue to be aligned to our curriculum using national, state and local standards. Our curricular programs are research based and have proven results with students of diverse backgrounds.

We also set annual goals for our English Language Learners so that they will progress at least one level a year as measured by the ELPAC (English Language Proficiency Assessments for California).

The Feaster Charter school goals for improving student achievement are aligned with the intent of students being college and career ready as evidenced in our focus on data and research. We begin with our present levels of achievement and set our objectives to meet or exceed our current achievement levels. The CAASPP data below is taken from our 2015/2016 results.

- In the area of English Language Arts on the CAASPP, an average of 56% of our students score at the proficient and advanced levels. Our goal is to increase this percentage by 3.5% every year.
- In the area of Mathematics on the CAASPP, an average of 41% of our students score at the proficient and advanced levels. Our goal is to increase this percentage by 3.5% every year.
- Currently an average of 32% of our English Language Learners score at the proficient and advanced levels on the English Language Arts CAASPP. Our goal is to increase this percentage by 5% every year.
- Currently an average of 28% of our English Language Learners score at the proficient and advanced levels on the Mathematics CAASPP. Our goal is to increase this percentage by 5% every year.
- We recognize that regular attendance is a critical component for learning. The Feaster Charter School will engage in a yearly review of attendance and engage in practices and programs to positively impact our 97% Average Daily Attendance, and reduce the 33% mobility rate.
- Our goal is to have 100% parent participation in parent-teacher conferences for the 1<sup>st</sup> and 3<sup>rd</sup> quarters of every school year.
- Because we believe parents are partners in student learning and achievement our Parent Teacher Organization (PTO) is a vital component for student outcomes. The PTO serves as a forum for communication, involvement and

training. As such we aim for a steady increase in the level of communication and participation through parent participation in regularly scheduled PTO meetings every other month, community forums based on expressed interest, and regularly calendared curriculum nights. Baseline data will be accumulated and tracked year to year to measure involvement.

- There will be an increase in the level of parent satisfaction with school to home communication as measured by the results of the Harris Interactive Survey.

The outcomes stated above can be readily used to identify student needs and reflect on best teaching practices. The outcomes can be further desagregated by standard, target sub group, and student to create a plan of action for the school year. The outcomes will be monitored throughout the school year in the form of formal assessments such as quarterly assessments, bi-weekly assessments and yearly assessments and informal assessments, such as exit tickets, student work and student conversations.

As reliable and valid assessments are generated in other curricular areas we are committed to evaluating these and, wherever and whenever possible, implementing them for our use.

The staff and parents will review the data generated, process the data with respective groups and supervisors, and develop elements in a professional growth plan and/or school site plan dealing with identified areas of need. All plans will be shared with affected groups, and supervisory bodies.

## ***Element Three***

***The method by which pupil progress in meeting those pupil outcomes is to be measured.***

Currently, Feaster Charter School uses common multiple measures including CAASPP/SBAC or its equivalent, as part of the state performance assessment indicating levels of learning statewide. Additionally, our English Language Learners are assessed using the ELPAC to measure their progress in English language development. District reading and mathematics assessments are used as part of the district's local measurement tools to determine if students are meeting basic skill levels. Common measures will be used for comparative review of student achievement.

Progress in reading and mathematics will be assessed in a variety of ways. In addition to the State and district assessments, Feaster students in grades 3-8 are assessed on a regular basis using a computer-based benchmark assessment program. These Benchmark assessments are aligned to the California Common Core State Standards and serve as a strong predictor for student success on the state CAASPP Assessment. Site level assessments vary and are determined according to school needs and a consensus of reliable and valid measures. These are administered quarterly by classroom teachers with the support from administration and instructional coaches to monitor the level of student academic performance and progress. Assessment tools and formats will be reviewed on a yearly basis to determine the implementation of the most effective measures for student achievement.

Additionally, in order to monitor student progress on an ongoing basis;

- Writing assessments are administered quarterly.
- Data on assessments will be analyzed in grade level meetings and used to develop yearlong writing plans
- All writing genres (specific to individual grade level standards) will be assessed.
- Student work will be analyzed on a monthly basis.
- Standards-based report cards (K-6) and report cards (7-8) will be used to communicate student achievement to parents/families.
- All grade levels will use computerized standards-based regular assessments to monitor student progress towards the California Common Core State Standards
- Grade level teams will review results and engage in an error analysis to target common student needs across the grade and for individual classrooms.
- Teachers will collaboratively plan with grade level teams for instruction and differentiation of their instruction to meet the needs of each student
- These assessment reports, reviews, and plans will be submitted to the site administrator on a regular basis.
- Collaboration between the RSP team and the homeroom teacher will occur to monitor student progress toward IEP goals.
- Student monitoring will occur three times a year with administration to share data and identify students who are struggling or in need of differentiation in the core academic subjects.

## ***Element Four***

***The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.***

### **Section 1 – Overview of School Governance**

Feaster Charter School administrative and governance structure is one of shared decision-making and was created to reflect the school's mission, vision, and design. The structure focuses primarily on monitoring and supporting student achievement and academic progress, then budget approval, creation of school-wide focus, generating relevant policies, and identification and implementation of best practices to support student achievement and strategic planning,

Feaster Charter School shall be nonsectarian in its programs, admissions policies, and employment practices, and all other operations, and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, language, disability or any other basis prohibited by state and federal laws. Refer to Element 8 for specific student admission requirements.

Feaster Charter School shall collaborate extensively with the Chula Vista Elementary School District (CVESD) in a district/charter school partnership while operating as a separate governing entity in order to meet/exceed the student achievement goals described in Element Two. Operations and Personnel matters at Feaster Charter School will be under the responsibility of the Executive Director, Principals, and Associate Principal, working in collaboration with the Instructional Coaches, Technology Curriculum Coordinators, and the Instructional Leadership Team (ILT). Our Administrative Team and our Instructional Leadership Team will develop professional development that is congruent to our school-wide focus. Operational services such as payroll, site maintenance, and other negotiated services will be provided by CVESD under a service buyback agreement. The Administrative Team and representatives as identified by the Feaster Charter Board, with the support of the designee of CVESD, reserve the right to collaboratively negotiate identified services with Charter Management Bodies as deemed necessary.

To ensure that student-centered decisions take ultimate precedence over all other matters, the governance structure of Feaster Charter School is designed to assure an inclusive shared decision-making design where all parties involved in the educational process of students share leadership. The expectation is that stakeholders at Feaster Charter School must embrace collaboration and cooperative decision-making with student achievement as the focus of everything we do.

### **Section 2 – Governance**

#### **Feaster Charter Board**

The Feaster Charter Board shall serve as the governing board and create site policies by working in collaboration with Administration. The Feaster Charter Board is responsible for;

- a) approving the annual and interim budget reports and expenditures;



- b) approving monitoring, and supporting progress toward the educational goals of the LCAP, based on a recommendation from the Administrative Team,
- c) monitoring adherence to the Feaster Charter Petition;
- d) approving compensations for staff with Charter Board employee members abstaining to comply with conflict of interest standards.

The Board shall be comprised of two staff members (one certificated, one classified, both non-management), three parent representatives from the Feaster attendance area, and two local community business or civic leaders that are neither staff members nor family of staff members. These two local community business or civic leader members will be subject to the majority approval of elected Board, and Feaster charter staff. Criteria for appointment of local business or civic leaders shall reflect expertise in fiscal and contract matters that are relevant to the Boards overall duties and responsibilities.

The school's Executive Director shall serve as secretary to the Board, but is not considered a member of the Board, and shall coordinate and prepare for meetings of the Board and Board Elections. The Executive Director, in collaboration with the Board, will appoint a nominating committee. The nominating committee will solicit nominations from parents, charter staff, and the local business or civic community for membership to the board. For local business or civic community members the nominating committee will work in collaboration with the Executive Director to identify and invite candidates with necessary expertise and networks for membership to the board. Once nominations are received the Executive Director will select a fair and impartial election committee to conduct a secret and secured ballot election process. This process shall be approved by a simple majority (51% or more) of the charter staff. In the event that more than two community candidates are received the charter staff will receive a ballot with the names of the local business and civic community candidates and vote. The two candidates with majority votes will be presented to the Feaster Charter Board for their simple majority (51% or more) approval.

The Executive Director will also be responsible to ensure that the Board meets all the terms and conditions of the Brown Act and work with the Board to establish by laws that will guide a direct implementation of effective meetings. As Secretary to the Board, the Executive Director will keep accurate and detailed minutes of each board meeting, and will submit minutes of each meeting for subsequent Board approval. Board meetings will be conducted at least every quarter in the school year (4 times, July through June).

A quorum of five members will be required to discuss or vote on any issue, and benefit and compensation issues can only be discussed or voted on with all five parent/business Board members present. To comply with conflict of interest requirements only parent representatives and community business leaders may vote on benefit and compensation actions. With a Board quorum, all Board actions must reflect a majority decision by the voting members.

#### **Term of Office for the Charter Board:**

- All members will serve a two year term and will be eligible to be nominated for a second two year term for a total of four years.



- First runner up nominees of parents, certificated, and classified groups will be appointed to the position of alternates who will serve in the instance of a vacant position.
- Parents will vote for parent members, charter certificated staff for charter certificated members, and charter classified staff for charter classified members.
- Vacancies will be filled first by alternates or if needed by an election process.
- Attendance and Terms of Office will be closely monitored.

#### **Qualifications & Educational Experience of Board Members:**

- Certificated/Classified
  - Must be employed by Feaster Charter School
- Parent Member
  - Must submit a statement of qualifications
- Community
  - Must submit a statement of interest form to Feaster Charter School within 10 school days of initial posting and have experience on fiscal matter.

#### **Governing Board Meetings Protocol**

The Feaster Charter Board will use the following order in conducting its meetings:

- Reading of the minutes of the previous meeting
- Reports of Standing Committees
- Reports of Select Committees
- Unfinished Business
- New Business
- **Chairperson shall preside at all Feaster Charter Board Meetings.**
  - Responsibilities include:**
    - Call the meeting to order at the appointed time
    - Announce the business to come before the Board in its proper order
    - Enforce the Board's policies relating to the order of business and the conduct of the meetings
    - Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
    - Explain what the effect of a motion would be if it is not clear to every member
    - Restrict discussion to the question when a motion is before the Board
    - Rule on parliamentary procedure (the Board shall be governed by Robert's Rules of Order)
    - Puts motions to a vote, and state clearly the results of the vote
    - Consult with the school's Executive Director or designee on the preparation of the Board's agenda
    - Appoint and disband all committees, subject to Board approval
    - Call such meetings of the Board, as he/she may deem necessary outside of the regular meeting
    - Confer with the school principal or designee on crucial matters which may occur between Board meetings
    - Be responsible for the orderly conduct of all Board meetings
    - Share relevant information with other Board members and present a

monthly report sharing progress on Board business, projects and any other relevant school business

- **Vice-Chairperson**
  - Maintain board records and documents
  - Log all motions and maintain binder in front office
  - Maintain binder of all meetings of current and prior year meetings
  - Develop/maintain School policies
  - Support Chairperson in any matter deemed necessary
  - Perform all duties of chairperson when chair is absent
  - Submit monthly report detailing progress of any committees he/she leads as well as any progress related to any school issues/business
- **Teacher/Classified Representative**
  - Chair meetings of the Teachers/Classified Committee on a routine basis as established by the committee.
  - Consult with the Feaster Charter Board on Teacher/Classified initiatives and issues
  - Submit a monthly report related to any teacher/classified related issue including field trip, trainings and any other matter
- **Parent Representative**
  - Conduct regular meetings with the Parent Teacher Organization on a routine basis
  - Inform parents and community members with regard to the school's instructional focus and student achievement incentives
  - Provide fun opportunities for parent/student/staff interaction to facilitate a sense of family and community within Feaster Charter

When the Chairperson resigns or is absent or disabled, the Vice Chairperson shall perform the Chair's duties.

### **Board Member Removal**

The Board may remove any member who:

- 1 Has failed to attend two or more of the Board's Regular Meetings in any calendar year
- 2 Has been declared of unsound mind by a final order of court
- 3 Has been convicted of a felony
- 4 Has been found by a final order or judgment of any court to have breached any duty imposed by the California Nonprofit Public Benefit Corporation Law
- 5 For such other good causes as the Board may determine **ember**
- 6 A member may resign by giving written notice to the Board Chairperson. The resignation is effective on the giving of notice, or at any later date specified in the notice.
- 7 A vacancy is deemed to occur on the effective date of the resignation of a member, upon the removal of a member, upon declaration of vacancy pursuant to these Bylaws, or upon a member's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of members.
- 8 Membership in the Board is not transferable or assignable.
- 9 Board members may be removed by a two-thirds majority vote of the members.

### ***Section 3 – Administration***

#### **Executive Director**

Using the California Professional Standards for Educational Leaders (CPSELs), the CVESD Dashboard, or a similar instrument as a framework, the Executive Director is responsible for overseeing the VAPA and STEM academy, instructional leadership, personnel matters, the daily functioning/operations of the school, and community relations. The Executive Director shall also be responsible for overseeing certificated, classified, and charter staff members. The Executive Director will have the responsibility and authority to operate and manage the site and staff in such a manner as to comply with the charter agreement and maximize student achievement. The final evaluator for purposes of employment of the Executive Director will be the CVESD Superintendent.

#### **Principals**

Using the California Professional Standards for Educational Leaders (CPSELs), the CVESD Dashboard, or a similar instrument as a framework, the Principal is responsible for the instructional leadership, personnel matters, the daily functioning/operations of the school, student discipline, and community relations. The Principal shall also be responsible for the over-sight and evaluation of certificated, classified, and charter staff members. The Principal will have the responsibility and authority to operate and manage the site and staff in such a manner as to comply with the charter agreement and maximize student achievement. The final evaluator for purposes of employment of the Principal will be the Executive Director

#### **Leadership Team**

The Leadership Team shall be composed of at least one teacher per grade level as appropriate for grade level. The Instructional Leadership Team will work with the administrative team in articulating decisions about high impact issues including assessment, curriculum, instruction, and operations at the school. The Instructional Leadership Team meets regularly with their teams to share and discuss instructional direction, and allow for input on relevant operational matters. Lead Teachers will have a one-year term and will go through an interview process.

#### **Associate Principal**

Using the California Professional Standards for Educational Leaders (CPSELs), the CVESD Dashboard, or a similar instrument as a framework, the Associate Principal shall support the Principal in the identification, evaluation, and/or implementation of standards and/or researched-based curriculum in the core subject areas. The Associate Principal reports to and is evaluated by the Executive Director. The Associate Principal will also assist the Principal with discipline issues and community relations.

### ***Section 4 – Charter Support Personnel***

Feaster Charter School recognizes and values instructional leadership as the primary contributor for student achievement and still recognizes the need for accountability for supporting structures. School Finances, Teacher Professional Development, Parent and Community Involvement, Technology, Facilities, Discipline, and Counseling supports are just some of the supporting structures that have been identified as important to the operation of a successful school. In order to prioritize these needs and to have the Site

Administrator's primary focus be on student achievement support personnel are essential to the school. These charter personnel are under the direct supervision of the Administrative Team and collaborate with the Administrative Team's direction for the school. As the budget allows, and according to the Administrator's yearly recommendations, support personnel, including Curriculum Coordinators, represent our commitment to instructional leadership and school operational support. More detailed job descriptions are kept on file.

## ***Element Five***

### ***The qualifications to be met by individuals to be employed by the school.***

Each certificated and classified employee at the Feaster Charter School will meet the state-licensing requirement applicable for the position he/she holds. Verification will be done through the established procedures with the Human Resources Department of the Chula Vista Elementary School District. Certificated and classified personnel will be interviewed based on their eligibility through the employable list provided by Human Resources. The selection and appointment of Feaster Charter School staff members shall be the exclusive prerogative of the Feaster Charter School Principal, after having received input from interview committee designees' representative of the position being interviewed such as grade level leads & teachers, parents, and classified personnel.

In partnership with CVESD's Human Resources, and as a fiscally independent charter school, fiscal and personnel decisions shall be internal to the charter as approved by the Charter Board. Feaster Charter School through its designees and as approved by the Charter Board shall have the sole responsibility and authority to determine staffing levels and to select, evaluate, assign, discipline personnel consistent with federal and state laws, rules and regulations and the Feaster Charter School. Feaster Charter School is and will continue to be an affirmative action employer that does not discriminate in its staffing selections.

With the provision of applications received by CVESD's Human Resources Department, the Administrative Team and/or administrative designee will conduct a paper screening of qualified candidates. An interview with a designated interview committee will be conducted with those screened candidates of the highest quality. The interview committee may determine additional processes to evaluate prospective employees, to include, but not be limited to: a review of a candidate's portfolio, lesson observation, and/or other evidence of good teaching practices as defined in the Feaster Charter School Teacher Evaluation Process and/or other criteria such as the Qualities of Highly Effective Teachers and the Skillful Classroom Instructor. In the event that no qualified candidate is selected the position will be reposted.

The charter school may look outside the district to fill positions or may contract for such services as determined by the needs of the charter school (e.g. contract with an art school to provide the art program). These individuals will be considered Charter Employees.

All Feaster Charter School employees must comply with C.V.E.S.D.'s employee processing polices and procedures to include, but not be limited to: fingerprints, criminal

records search, employment physical, proof of identity, eligibility to work in the United States, and TB screening. The charter school will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, disability, or any other basis prohibited by law. All employees hired will be considered employees of the charter school to which transfer rights and reciprocity do not apply. This status is further detailed in Element 13 of the Charter Petition.

The Feaster Charter School complies with the requirements of the State of California with regard to the recruitment and hiring of highly qualified teachers. The criteria for persons applying for certificated positions are critical and required for all teaching positions at Feaster Charter School to ensure the achievement of our vision and philosophy.

#### **Instructional Coaches Qualifications**

- Four or more years of successful teaching experience.
- Masters degree
- Leadership skills as evidenced in areas such as specific leadership training, consultation work, workshops, administrative classes.

#### **Lead Teacher Qualification**

- Three or more years of successful teaching experiences.
- Experience and/or professional development investment in specific curriculum and classroom management
- Enrollment or completion of masters program

#### **Classified Employees**

- Will meet the state licensing requirements for the position he or she holds.

### ***Element Six***

***The procedures that the school will follow to ensure the health and safety of pupils and staff are described below. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.***

We are committed to providing a safe, nurturing, healthy, and protective atmosphere in which every member of the community will grow and prosper. Feaster Charter School will ensure the safety of the students, staff, and volunteers by complying with the current District standards and policies for health and safety as well as all state and federal safety laws. Students enrolled at Feaster will have complied with state mandates for vision and hearing screening, immunizations, and dental check ups.

A School Safety Plan will be generated annually and submitted to CVESD for review and approval. Additionally, all employees of the school site and volunteers, whether they are



certificated, classified, charter, or short-term-at-will, will comply with background checks, and TB tests to ensure the safety of all students and staff.

Feaster Charter will insure that its facilities will meet federal requirements, including the Americans with Disabilities Act.

Feaster Charter is a smoke-free, alcohol-free, and drug-free workplace.

Feaster Charter will provide for screening scoliosis to the same extent as required of students in non-charter public schools.

Feaster Charter will comply with state and federal laws designed to protect children, including, but not limited to, the proper administration of medication to students in schools and the reporting of child abuse.

Feaster will continue to be located at 670 Flower Street, Chula Vista, California. Feaster will continue to have access to the services and support of the Chula Vista Elementary School District in order to implement required health and safety standards and to maintain the structural integrity and operation of the physical plant. Feaster may pursue options to contact for services beyond the District over the course of the Charter. All District services are agreed to in the Business Agreement or Memorandums of Understanding.

## ***Element Seven***

### ***Racial and Ethnic Balance***

Admission preference will be given to students within the Feaster Charter School boundary (attendance) area who are willing to make a commitment to the Charter philosophy, program, and outcomes as specified in the criteria for admissions (Element 8).

Recruitment and admission practices are expected to reflect the racial and ethnic balance of the general population of the Chula Vista Elementary School District attendance area as well as meet the needs and requirements of our program. No student will be denied admittance to the school based on ethnicity, national origin, gender, disability, or achievement level.

## ***Element Eight***

### ***Admission Requirements***

Feaster Charter School is a District/Charter partnered public school, with grades TK through 8th grade, committed to equal opportunity. The School will be non-sectarian and employ no admissions exams or special admissions requirements for its resident families beyond those already used by the CVESD.

Admission to the Charter School shall be open primarily to all district residents and as space is available to non-district residents, on a non-discriminatory basis without regard to race, color, national origin, creed, sex, ethnicity, behavior, age, ancestry, proficiency in English language, or academic achievement. All parents/guardians of students admitted to Feaster will provide their own transportation.

In the event Feaster Charter has more students wanting admission beyond the capacity of the school site, the charter will conduct a public random drawing to admission to determine which students will be admitted for that given school year.

All parents/guardians of enrolled students will be expected to make a commitment to the Feaster Charter philosophy and program.

Parents or guardians are encouraged and expected to contribute to their child's education by:

- Sending their child to school regularly and on time.
- Ensuring homework is completed and reviewed.
- Reading and signing Home/School communications
- Attending Student Learning Conferences
- Attending Awards Assemblies, Back to School and Curriculum Nights
- Serving as a classroom and school volunteer
- Participating in Family Educational Programs
- Abiding by school rules, programs, and procedures defined by the Charter
- Being familiar with the Parent Handbook and Grade Level Standards.
- Regularly checking for on-line resources provided by the school.

#### PRIORITY ENROLLMENT

Families applying for admission will be prioritized in the following manner:

- District Generated Boundary Attendance area
- Children of Feaster Charter School employees not to exceed 10%
- Current Zone Transfers meeting the Feaster Charter requirements.

#### ZONE TRANSFERS – INTERDISTRICT AND INTRADISTRICT

For families applying outside of the Feaster Charter community, continued admission is contingent on attendance and discipline as defined in a parent contract generated for Zone Transfers.

### ***Element Nine***

***The manner in which annual financial audits will be conducted, and the manner in which audit exceptions and deficiencies will be resolved.***

The Feaster Charter School will agree to utilize the external auditors with experience in education, for an annual independent audit of the school's financial affairs. The



responsibility for determining external auditors is found in the Feaster Charter Board who will consider input from the Administrator, Director of Finance, and/or Chula Vista Elementary School District.

The audit will verify the accuracy of the school's financial statements, revenue and expenses related to data and reporting practices. The audit will also include attendance and enrollment accounting practices and a review of the school's internal controls related to financial transaction of the charter.

The audit will be conducted in accordance with general accepted accounting principles applicable to the school. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office Management and Budget Circulars.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the Executive Director, Director of Finance, Charter Board, and the Chula Vista Elementary School District.

The Charter School's Executive Director, Director of Finance and staff will review any audit exceptions or deficiencies and report any exceptions to the school's Charter Board and District with corrected measures and recommendations for policy and procedures that will resolve any and all negative findings. Any disputes regarding the resolution process are contained in Element 14 of this Charter.

Each year the charter will submit the required financial reports to CVESD and the County Superintendent of School as required by Education Code §47604.

The charter school will keep track of financial data and compile information in the prescribed format as needed for its annual statement of receipts and expenditures for the prior fiscal year. All financial data will be provided to CVESD by September 15th of each year.

## ***Element Ten***

### ***The procedures by which a pupil may be suspended or expelled.***

Feaster Charter School will maintain a comprehensive set of student discipline policies. These policies will be printed and distributed as part of the school's parent/student handbook and will clearly describe the school's expectations regarding attendance, mutual respect, substance abuse, violence, safety, use of the technology, and work habits. Each student and his or her parent or guardian will be required to verify that they have received the policies annually.

The criteria for suspension and expulsion of Feaster students will be the same as those established by the Chula Vista Elementary School District, as well as any other grounds imposed pursuant to the provisions as outlined in the Feaster Charter School Discipline Plan.

The school Behavior Support Committee is comprised of the Positive Behavior Committee (PBC) members and the counseling department. Together with the administrative designees work in collaboration with the Grade Level Teams and the school administration to develop interventions in an effort to minimize the need for suspensions and expulsions. The committee will review and recommend other strategies to include, but not be limited to, curriculum modification, behavior modification strategies, and parent involvement for students who have not responded to established interventions.

Discipline at Feaster Charter School attends to the following practices;

- 1.) The school staff follows the discipline guidelines for suspension procedures as established by the Feaster Charter School and the Chula Vista Elementary School District. This is detailed in the parent/student handbook and outlined in the discipline procedure outlined in the Parent Handbook.
- 2.) Preventative measures are the core of our practice and instituted for student success.
- 3.) The Behavior Support Committee:
  - a. Meets and reviews patterns and concerns with regard to discipline data reports that are drawn up quarterly by the administrative designee.
  - b. Meets and discusses interventions for offending students.
  - c. Posts quarterly reports for staff, as well as a description of action that will be taken by the committee.
  - d. Reviews the guidelines for suspension annually
  - e. Maintains a Progressive Discipline Log for offending students, which is also shared with classroom teacher and counseling department
  - f. Supports teachers with the SST process
  - g. Works with students to implement Peace Patrol
  - h. Works to provide students with preventative strategies
- 4.) A designee by the administrator facilitates and works collaboratively with the Behavior Support Committee by engaging in activities such as establishing a student mentoring program, identifying and scaling disciplinary consequences, and implementing and supporting safe school and anti-bullying programs.
- 5.) The suspension and expulsion liaison for Feaster Charter is the Executive Director of Operations and Instruction. Prior to suspending or expelling a student, Feaster Charter will adhere to the following procedures as described in the Staff Handbook:
- 6.) If a student is suspended or expelled, Feaster Charter will:
  - Implement an at home or in school suspension. This will be handled within Feaster Charter. The details of the suspensions will be recorded using eSchool Plus, the student information system used by the district.
  - Provide notification of expulsion to CVESD via an official email to the superintendent and a follow-up hearing with parents, the student, student representative, district designee, a charter representative. Feaster Charter will provide CVESD with the last known address and a

copy of the student's cumulative record, if requested.

- Educational Alternatives:
  - Students who are expelled are allocated to an alternative school within the San Diego County Office of Education. The following school year, the students are able to attend a different school within the CVESD.

## ***Element Eleven***

***The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.***

Feaster Charter School will contribute to STRS and PERS and other retiree benefits in alignment with the current district schedule.

Feaster Certificated, Classified, and Charter staff will participate in the benefits packages offered to regular district employees of the same status. This includes medical, dental, and vision packages as offered in benefits fairs. These benefits will be paid for by Feaster Charter School on behalf of its employees.

The salary schedule on which these benefits are based will reflect: alignment with the district salary schedule up to the Feaster Charter School salary caps, a percentage increase on that schedule as the budget allows for a longer day or longer year, cost of living increases (COLA), employee raises that would affect a recalculation of the table. The Salary Schedule for this year is attached.

## ***Element Twelve***

***The public school attendance alternatives for pupils residing within the school district that choose not to attend charter schools.***

Those students who live within the Feaster Charter School community attendance area, but choose not to attend Feaster, will be able to go to a district school as determined by the district boundaries for our community. Information on these attendance area boundaries will be provided through the district, at our school site office, and the CVESD website.

Those students who choose not to attend Feaster Charter do not have the right to admission in a particular school within CVESD unless a zone transfer and any required accompanying paperwork has been approved by CVESD. Parents will receive a notification of this in the Parent Handbook.

Transportation to and from Feaster Charter School becomes a parental responsibility. Zone and Inter/Intra-district transfer requests will be processed in the manner described in the Chula Vista Elementary School District Policy and Procedures.

## ***Element Thirteen***

***A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.***

Certificated and Classified staff will be at Feaster Charter School by choice. Certificated and Classified charter employees at Feaster will have only such transfer and accrued service year rights as any person would have who would be applying from outside the district.

All employees, classified and certificated, with the exception of Special Education and Child Nutrition Services, are charter employees.

### **Staffing**

Feaster Charter School shall serve as the hiring agent of all certificated and classified staff. Feaster Charter School shall select teachers and non-instructional staff from applicants among the district employees, and from outside the district. Assignment of staff within Feaster Charter School shall be at Feaster Charter School's discretion.

Feaster Charter School will follow district process with the Leadership Team providing input, and the Executive Director establishing proposed categorical staffing needs for the school. The Feaster Charter School Executive Director shall hold accountable the teachers and non-instructional staff at Feaster Charter School.

All staff at Feaster Charter School are provided the right to an assistance plan based on the recommendation of the principal, associate principal or executive director.

Executive Director selection is a decision of the CVESD Superintendent based upon recommendation from the Charter Board. This recommendation shall include a process of feedback and input from the staff, parents, and community. The Charter Board, CVESD Superintendent/or Designee, staff, and parents will have representation on the executive director interview panel. Feaster Charter is a dependent charter of CVESD and as such, the Superintendent will have the responsibility to evaluate the executive director annually. The Superintendent, in consultation with the Charter Board, also has the authority to release the executive director. This authority shall include, but not be limited to, the authority granted the Superintendent pursuant to Education Code 44951

### **Salary**

Teachers and other employees will be placed on the charter school salary schedule that is competitive with the salary schedule of CVESD. Staff shall be compensated in accordance with compensation principles that can include performance-based incentives, as the budget allows. Scheduled salaries include compensation for Feaster Charter School's longer workday and/or year. Projected revenues and expenditures will be reviewed annually and a recommendation will be made through the executive director, and director of finance to the Feaster Charter Board, with input from the leadership team, for cost-of-living adjustments and stipends to remain competitive with

the district prior to the beginning of the new school year. Teachers may also apply for curriculum coordinator/coach, technology coordinator or the leadership team.

### **Maximum Class Size Limitation**

Feaster Charter School will participate in the class size reduction program in grade levels for which adequate class size funding is received and building facilities can accommodate. Feaster Charter School will not exceed class size maximums as defined in state law. Feaster Charter School grade level teams are free to group and regroup students for instruction, so class sizes may vary and exceed that limit as determined by the Feaster Charter School program needs during the day.

### **Work year/day**

The core work year and work day for teachers will meet or exceed state requirements for instructional minutes. Both the length of the day and the school year are flexible according to student needs for achievement as determined through the governance structure. For all days over the contract year, teachers may receive a stipend, as the budget allows.

### **Contracts**

All certificated and non-instructional contracts shall be received by the employee no later than April 15<sup>th</sup> of the current school year for the following school year, unless on an assistance plan. Any employee on an assistance plan will receive his/her contract by May 15<sup>th</sup> of the current school year for the following school year.

### **Staff Development**

All staff development days and meetings for certificated staff are mandatory.

### **Evaluation**

Continuing employment of the teachers and non-instructional personnel at Feaster Charter School shall be subject to an annual satisfactory evaluation by the Feaster Charter School Executive Director, principal and/or designee. The Executive Director, principal and/or designee shall have the authority and responsibility to observe and evaluate all staff and to consult with supervisors and lead teachers.

In recognition that this program is a different model than current district schools, there may be circumstances where a teacher or staff member is not being successful in the Charter School program. The school will work with individuals on a professional growth plan to facilitate their success. If the individual continues not to be successful, the principal may give notice to them no later than May 15.

Where certificated staff at Feaster Charter School are experiencing documented performance issues, unless these have to do with the safety and well being of children, they will be considered in need of an assistance plan. Assistance will have been determined through an analysis of student achievement data, standards for the teaching profession, support/implementation of the direction and design of the charter, collaboration with the grade level team, observations, and walk-throughs. The



assistance plan will be developed at any time by the Executive Director or principal in consultation with the lead teacher and the certificated employee, and presented to the employee receiving such service. Said employee will implement the elements of the assistance plan for the year and re-election will be determined on satisfactory execution of the same as determined by the Executive Director or principal. Throughout the year progress monitoring and feedback will be provided and documented in reference to implementation and successful completion of the goals stated in the assistance plan.

### **Staff Grievances**

The district will not resolve or deal with any grievance in such a manner as to interfere with the ability of Feaster Charter School to manage or administer the Charter School consistent with responsibility under the Charter (refer to section 14).

## **Element Fourteen**

***The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provision of the charter.***

### **DISPUTES WITH THE CHARTER GRANTING ENTITY**

California Education Code Section 47605 (b)(14) requires that a charter designate the procedures to be followed by the charter school and the "entity" creating the charter in the event of a dispute relating to the provisions of the charter. In the case of the Feaster Charter School Petition, the entity authorizing the charter shall be the Chula Vista Elementary School District, referred to throughout this document as CVESD.

The Feaster Charter School shall be governed in accordance with the provisions as set out for Governance and Operations in Element 4 of the Feaster Charter Petition.

In the event of a dispute between the Feaster Charter School and the CVESD relating to the provisions of the Charter and whether goals and requirements are being met, the District or Feaster Charter School shall provide written notice to the other of the nature of the dispute and the facts which the party believes supports the failure to comply. This notice shall be provided within 15 calendar days of when the party either knew or should have known of the possible violation unless extenuating circumstances exist.

After receipt of this notice, the District Superintendent or designee and the Executive Director of the Feaster Charter School shall meet to resolve the dispute. If a resolution is reached, a written description of that resolution shall be drafted and signed and preserved as guidance for future action.

If no resolution is reached, the matter shall be submitted to a mediator experienced in conflict resolution and educational issues chosen from a list containing seven names provided by the San Diego County Superintendent of Schools. The first opportunity for striking shall be determined by lottery. The parties shall alternatively strike until one

name remains. Within 10 calendar days of appointment or as otherwise mutually agreed, the parties shall meet to resolve the dispute. Any agreement reached shall be written and preserved as set out in the previous paragraph.

If the dispute is unresolved 15 calendar days after the meeting, either party may request that the State Mediation and Conciliation Service provide the names of arbitrators experienced in matters relating to the schools of California. Using the striking process, a chosen arbitrator shall allow for a hearing in which both parties may submit evidence in support of their positions. The award of the arbitrator must be provided within 15 calendar days of the hearing and shall be final and binding except as set out in CCP Section 1280 et. Seq. The arbitrator shall have no power to add to, subtract from, or otherwise modify the charter. The formal rules of evidence shall not be applicable at the hearing, and either party may choose or not choose to be represented by counsel. Each party shall bear its own costs and evenly divide the cost for the mediation and arbitration. The award of the arbitrator shall be preserved and guide how future disputes with same or similar issues are resolved.

## **DISPUTES ARISING FROM WITHIN THE FEASTER CHARTER**

The following procedure shall be the sole process for resolution of disputes arising out of the Feaster Charter School.

### **Stage I. Immediate Supervisor**

Any employee having a grievance shall present the grievance in writing to his or her immediate supervisor so as to be received by the immediate supervisor within twenty-one (21) days of the event or condition resulting in the grievance. If the grievance is not resolved within seven (7) days of receipt by the immediate supervisor, the grievance shall be deemed denied, and the employee may submit the grievance in writing to the principal or his/her designee so as to be received by that designee within fourteen days (14) of original receipt of the grievance by the immediate supervisor. If the grievance is with the principal, the employee shall move to Stage II of the grievance process.

### **Stage II. The Principal-Immediate Supervisor**

Any employee having a grievance shall present the grievance in writing to his or her principal so as to be received by the principal within twenty-one days (21) of the event or condition resulting in the grievance. The principal shall meet with the employee and immediate supervisor. If the grievance is not resolved within fourteen (14) days of receipt by the principal, the grievance shall be deemed denied, and the employee may submit the grievance in writing to the Executive Director of Feaster Charter School or his/her designee so as to be received by that designee within twenty-eight days (28) of original receipt of the grievance by the principal.

If the grievance is with the principal the employee shall move to Stage III of the grievance process.

### **Stage III. The Executive Director-Principal**



Any employee having a grievance shall present the grievance in writing to his or her principal so as to be received by the principal within twenty-one days (21) of the event or condition resulting in the grievance. The principal shall meet with the employee and immediate supervisor. If the grievance is not resolved within fourteen (14) days of receipt by the principal, the grievance shall be deemed denied, and the employee may submit the grievance in writing to the Executive Director of Feaster Charter School or his/her designee so as to be received by that designee within twenty-eight days (28) of original receipt of the grievance by the principal.

If the grievance is with the Executive Director the employee shall move to Stage IV of the grievance process.

#### **Stage IV. CVESD's Superintendent or Designee**

Within fourteen (14) days of receipt of the written grievance, the Superintendent or his/her designee will speak with the employee and other. The Superintendent or his/her designee shall render a decision in writing within seven (7) days of the meeting.

#### **Stage V. Mediation**

At the request of either party, the Feaster Charter School will request the services of the National Conflict Resolution Center to resolve any disputes before moving to Stage VI.

#### **Stage VI. Committee consisting of the Feaster Charter Board and Other Designated Parties**

Within fourteen (14) days of the decision by the Superintendent or his/her designee, a written appeal may be submitted to a Grievance Committee consisting of three Feaster Charter Board members and three superintendent-designated CVESD representatives. A copy will also be sent to the Superintendent or his/her designee.

The Superintendent or his/her designee will respond to the appeal within 7 days. The Grievance Committee will speak with the employee and all interested parties in writing 7 days of receiving the response from the Superintendent or his/her designee. The full committee shall constitute a quorum. Decisions shall be based on the majority vote of all voting. In the event of a tie vote, the decision of the Superintendent or his/her designee shall be upheld. The Committee will render a decision within 7 days of the meeting, or of receiving a response from the Superintendent or his/her designee, whichever is later. The decision will be binding.

### ***Element Fifteen***

***A declaration whether or not the Charter School will be the exclusive public school employer of the Charter School Employees.***

The Feaster Charter School is deemed the exclusive public school employer of all the employees of Feaster Charter School for the purposes of the Education Employment Relations Act.

### ***Element Sixteen***

***Procedures used if charter school closes.***

If Feaster's charter should ever be revoked or non-renewed, and were the school to cease to operate, a final audit under the supervision of the Feaster Charter Board the Chula Vista Elementary School District shall be conducted to determine the disposition of all assets and liabilities. The assets remaining after the payment of all debts and liabilities shall be distributed to the district. The closure plan approved by the governing board of Feaster Charter School shall direct the Executive Director to provide for notice to parents/guardians, CVESD, county office of education, contractors, and other public agencies of the charter school's closure. Upon the school's closure, pupils' records shall either be returned to the district or transferred to the school to which the pupils transfer. Personnel records shall be sent to the department of human resources of CVESD.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

**ITEM TITLE:**

Report Calendar to Board of Education

                   **Action**

                   **X** **Information**

**BACKGROUND INFORMATION:**

<u>TOPIC</u>	<u>REPORT BY</u>	<u>TENTATIVE DATE</u>
Report on District Cohort Schools: Hilltop Drive, Los Altos, Otay, Silver Wing, Veterans, and Vista Square Elementary for the 2015-16 School Year	Instructional Services and Support	April 2017
Report on English Learner Data	Instructional Services and Support	April 2017
Report on District Cohort Schools: Clear View, Myrtle S. Finney, Halecrest, Thurgood Marshall, Corky McMillin, and Olympic View Elementary for the 2015-16 School Year	Instructional Services and Support	May 2017
Report by and Recognition of Parent Leaders	Instructional Services and Support	May 2017
Report on the Local Control and Accountability Plan	Instructional Services and Support	May 2017
Approve Quarterly Report of Chief Financial Officer Regarding Disclosure of District Investments for the Period Ending March 31, 2016	Business Services and Support	May 2017
Review of the Governor's May Revise and Forecast of District Economic Standing	Business Services and Support	May 2017
Report on the Wellness and Physical Fitness Program	Instructional Services and Support	June 2017

<u>TOPIC</u>	<u>REPORT BY</u>	<u>TENTATIVE DATE</u>
Conduct Public Hearing and Adopt 2016-17 Proposed Budget	Business Services and Support	June 2017

**ADDITIONAL DATA:**

None.

**FISCAL IMPACT/FUNDING SOURCE:**

None.

**STAFF RECOMMENDATION:**

This is an information item.