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DEHESA SCHOOL DISTRICT
Regular Governing
Board Meeting

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AGENDA

February 19, 2015

Welcome

Welcome to the meeting of the Dehesa School District Governing Board. Your interest in our school district is appreciated.

Our Governing Board

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation for the school district. Among its duties, the Board adopts and annual budget, approves all expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

Cindy White -

Mrs. White was first elected to the governing Board in November 2002, re-elected in 2006 and 2010 and her term expires in 2018.

Karl Becker -

Mr. Becker was elected to the board in 2010 and his term expires in 2018.

Christina Becker

Mrs. Becker was first elected to the Governing Board in the year 2014. Her current term expires in 2018.

Jeff Royal -

Mr. Royal was first elected to the governing Board in November 2000. He was re-elected in 2004, 2008 and 2012. His present term expires in 2016

Derek Voth

Mr. Voth was appointed to the Governing Board in January 2013 and his term expires in 2018.

DEHESA SCHOOL DISTRICT

LOCATION & TIME

CLOSED SESSION - 6:00 p.m.

Dehesa School – Library

LOCATION & TIME -

OPEN SESSION - 7:00 p.m.

Dehesa School - MPR

REGULAR GOVERNING BOARD MEETING

FEBRUARY 19, 2015

AGENDA

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate in this meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Sheila Cochran.

I. Call to Order

- A. Public Comment on Closed Session Items

II. Closed Session

- A. **PUPIL PERSONNEL MATTERS:** The Governing Board will recess to Closed Session to consider pupil personnel matters pursuant to Government Code Section 35146, 72122, and 48918
- B. **PERSONNEL MATTERS:** The Governing Board will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957
 - 1. Appointment, Employment, Evaluation of Performance, Discipline, Leaves, or Dismissal of a Public Employee
- C. **NEGOTIATIONS:** The Governing Board will recess to Closed Session to consider negotiations and related matters pursuant to Government Code 54957.
 - 1. Employee Organizations: DTA, CSEA, and Unrepresented Employees
- D. **POTENTIAL LITIGATION:** The Governing Board will recess to Closed Session to consider possible litigation pursuant to Government Code 54956.9 (b.)(1).
- E. **REAL PROPERTY:** The Governing Board will recess to Closed Session to consider real property pursuant to Government Code 54956.8 (b.)(1).

III. Public Meeting

- A. Call to Order and Establishing a Quorum
- B. Closed Session Report of Any Action Taken
- C. Pledge of Allegiance
- D. Agenda Approval

IV. Requests to Address the Board

- A. District/Community Organization Reports
 - 1. Parents' Club – Amy Haisch, President
 - 2. Dehesa Teacher's Association – President – Laura Franchini
 - 3. California School Employees Association # 663 - Jackie Finch, President
 - 4. Element Education – Terri Novacek, Director
 - a. Dehesa Charter School
 - b. Community Montessori

5. Diego Hills Charter School – Lindsay Reese
6. The Heights Charter School – Diana Whyte
7. Method Schools – Jessica Venezia
8. Mosaica Online Academy of Southern California – Justin Schmitt
9. Citizen Input.

B. Board Input

V. Routine Action Items

The following items are considered by the Superintendent to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business.

- A. Approval of Minutes – It is recommended that the board of Trustees approve the minutes of the following meetings:
 1. Regular Meeting – January 15, 2015
- B. Approval of Warrants – It is recommended that the Board of Trustees approve the commercial warrants as presented.
- C. Conferences and Workshops –
 1. Small School District Association 32nd Annual Conference, March 11 – 13, 2015, Sacramento, Janet Wilson, Presenter, Paid for by Learn4Life

VI. Information & Proposals (Action may be taken)

- A. Correspondence -
 1. San Diego County Taxpayers Association
 2. State Suspension and Expulsion Reports, Tom Torlakson, CDE
 3. First Interim Report, Brent Watson, SDCOE
 4. Form 700 Reporting Webcast
- B. Report, Information, and Presentations
 1. Budget Report
 2. Enrollment
- C. Discussion
 - a. Alternative Lunch Program
 - b. District Goals & Objectives

VII. Action Items

- A. Public Hearings - None
- B. Old Business – None
- C. New Business
 1. The Board will consider Resolution 2015.2.1

2. The Board will consider the Schools Facilities Project
 - a. Construction Services Agreement
 - b. Sublease Agreement
 - c. Site Lease
 - d. Cost Containment Changes/Guaranteed Maximum Price List
3. The Board will consider the Audit Report
4. The Board will consider the approval of the submission of the CARS Winter Release Packet
5. The Board will consider the Revised Board Meeting Dates
6. The Board will consider the acceptance of Gifts/Donations
7. The Board will consider the Memorandum of Understanding with The Heights Charter
8. The Board will consider the purchase of Literature Books to Support Learning Headquarters Writing Program
9. The Board will consider the 2015 CSBA Delegate Assembly Election
10. The Board will consider the approval of the PL-874 Federal Impact Aid Application

D. Board Policies –

1. Policy 5111.1-5111.b – Federal Land Aid

E. Personnel

The Board will consider ratification of the Superintendent's personnel actions:

1. To approve the appointment of Lauren Kjono as EAK Teacher and Response to Intervention Reading Teacher

VIII. Advance Planning

A. Next Meeting

1. Regular Meeting – Thursday, March 12, 2015 at 6:30p.m. Closed Session/7:00p.m. Open Session

B. Agenda Items – Trustees may request placing items on the next agenda

IX. Adjournment

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Janet Wilson
Subject: Routine Action Items

Meeting Date: February, 2015

- Action
- First Reading
- Information
- Presentation
- Public Hearing
- Roll Call Vote Required
- Discussion

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Agenda Item #s: V.A-C

DEHESA

SCHOOL DISTRICT

REGULAR GOVERNING BOARD MEETING

January 15, 2015

Minutes

I-III. Call to Order:

President Cindy White called the meeting to order at 7:05 and reported no action was taken at closed session. Tatum Ripke led all in the Pledge of Allegiance. A quorum was established; members present – Cindy White, Derek Voth, Karl Becker and Christina Becker. Jeff Royal was absent. Karl Becker made a motion to approve the Agenda, seconded by Derek Voth and approved by all.

Superintendent Janet Wilson asked for a few minutes to say thank you to Cindy White who has been our Board President for the past six years and her dedication and devotion to the position. She was presented with a gift of appreciation.

IV. A. Requests to address the Board

1. Parents Club – Ms. Hauer reported that they did not make money on Winter Festival but that was not there goal. Santa's Shop was a great deal of work and also little profit so they may re-vamp it next year. Some of the Board members shared they loved having it on a Monday night, instead of a Friday due to it being holiday time and the dinner was great. Sixth grade camp made approximately \$1000 in proceeds from the dinner since all the food was donated by Sycuan. Nancy Hauer shared they are still researching a new sound system that the Alpine VFW is willing to purchase for us.
2. DTA - President Laura Franchini was not able to be present. No report.
3. CSEA – President Jackie Finch was not able to be present but Janet Wilson shared that the substitute bus drivers have been working out wonderfully and have made a huge difference.
- 4 – 8 Charter Schools: Janet Wilson shared information with the Board on our Charter Schools including new directors at Diego Hills and Mosaica. Diego Hills is at maximum capacity and looking for a new location to expand to, possibly Lemon Grove area. Mosaica is doing a major media blitz in hopes of increasing enrollment, which is currently at 37.

B. Board input:

1. Board members/Board policy. Item was tabled until a future meeting when Mr. Royal could be present. Secretary, Sheila Cochran, shared information regarding a Governance Board of Trustees handbook that she is updating for the Board members. A decision was reached to send it electronically once it is updated and have a hard copy available for meetings. There will be a Board Workshop on February 11th, Wednesday, from 6pm – 8pm with Tom Bishop who is a former superintendent from Jamul and DelMar, and also the coach for new superintendent's at SDCOE. Mr. Bishop will review Board members roles and responsibilities as well as focus on the importance of the Brown Act, effective governance, and Board/Superintendent relationships. In addition, Ms. Wilson presented a flyer regarding a workshop hosted by the County for newly appointed Board members in March. A decision was made that both Christina and Karl Becker will attend the two day workshop March 13 and 14 and the administrative secretary will register them.

VI. Routine Action Items A-C:

Karl Becker made a motion to approve the routine action items; Christina Becker seconded the motion and it was approved by all. It was noted that this motion included an additional conference for Dehesa's 8th grade teacher to attend a history conference on the civil war.

VII. Information and Proposals

A. None

B.1. Budget Report: Lori Wigg reviewed the report. She reported on the 2013/14 school audit that had just been completed and said overall it went very well, with only a few minor findings. She will have the findings and full report at the next Board meeting. Overall the financial condition of the economy is improving; the base grants for the Local Control Funding Formula (LCFF) are projected to increase by 1.58% next year. The gap funding for 2015-16 is estimated at 32.19%, which would equate to approximately \$22,000 in additional LCFF funding for the District next year.

2. Facilities Report: Ms. Wilson will forward the information for the final stages that will allow us to break ground as soon as she receives it. The intent is to complete the contracts at the February 19, 2015 Board Meeting.

3. Energy Report: Business Manager, Lori Wigg, reviewed the energy report she had compiled for the Board which showed an approximate \$5,000 in electricity charges each month. She stated that the results from the energy audit completed last spring had not

been sent to us yet and that the California Energy Commission was backlogged and behind in getting the final reports completed and sent out to districts. A discussion by Board members followed about possible alternatives and ways to reduce our bill. Christina Becker suggested that our business manager contact SDG&E and have them do an energy audit for our school. Once we have a plan we can possibly move forward with money from Proposition 39.

2. School Safety Report: Janet Wilson and Tamara Ripke shared information with the Board about Project ALICE – response to shooter on campus. Mrs. Ripke and James Stevens attended training through the county and then taught all of Dehesa Staff on one of our minimum days regarding the strategies and techniques that are now in place. The Rally points are to be kept confidential and are not made a part of the public record.

3. Instructional Minutes Report: The Board had requested to know how many instructional minutes our students had at Dehesa and how it compared to the state required minutes. Ms. Wilson reviewed the findings with the Board and reported on the minutes for each grade per year, which are above the state mandated in grades 3rd-5th. Christina Becker asked if we could determine the average instructional minutes on some of our surrounding schools. Lori Wigg will look in to acquiring that information.

4. School Site Administrator Report: Nancy Hauer shared that the new system for tracking school lunches implemented by our new Child Nutrition Coordinator is working very well. An on line intervention math and language arts program called Moby Max was started in December by the teachers and is running smoothly. Each child takes an initial assessment and then the program builds from there and also submits a monthly report to show hours spent on program and progress being made. Progress reports are due this Friday. Mrs. Hauer introduced our new Multi-media technician, Dominick Avera to the Board and complimented him on all the technology help he has already given to the school. Our EAK class began after Winter Break with a thirty day sub. Interviews just completed and we have hired a wonderful lady who has taught kindergarten for five years and is also a reading specialist, Lauren Kjono. She will be at our Board meeting next month.

a. Parent Exit Interview: The draft was reviewed by the Board along with the necessity of why it is important to have the form in place when a student leaves. No changes were requested and the form will be used beginning immediately.

b. Landscaping Grant Update: Tamara Ripke shared with the Board that there would be two work parties, one on Saturday, January 17th to remove the ice plant and

one on Saturday, January 24th to put in a small retaining wall, pebbles and drought resistant plants. Dehesa Staff members and parents will be volunteering their time along with workers and donations from Lowes.

5. **Enrollment:** Holding fairly steady. We do have eight new students due to EAK, a few new enrollments at other grade levels and a few who have moved.

VII. Action Items

A. **Public Hearings:** None

B. **Old Business:** None

C. **New Business**

1. **Resolution 2015.1.1 – Local Reserves Cap:** Derek Voth made a motion to consider the resolution, seconded by Karl Becker. Discussion about the importance of passing this resolution and sending it to state lawmakers in hopes of having them repeal the local reserves CAP.

Roll Call Vote:

Ayes: Cynthia White, Derek Voth, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal

2. **Destiny Library Software:** Karl Becker made a motion to consider the request to replace our outdated card catalog system with a computer based system currently being used at other schools. Motion seconded by Derek Voth. Initial cost to our district including additional equipment, \$5,435.00. Discussion and explanations followed. Karl Becker amended the motion to have the money come from Fund 17 and not to exceed \$5,500. It was seconded by Derek Voth.

Roll Call Vote:

Ayes: Cynthia White, Karl Becker, Derek Voth, Christina Becker

Nays: None

Absent: Jeff Royal

3. **Common Core HP Technology Request:** Motion made by Derek Voth and seconded by Karl Becker to consider the purchase of HP Stream Notebooks for our students. Our multi-media technician did extensive research to determine which type would be most beneficial for our students. The cost would be \$19,448.00 for 70 notebooks and one storage cart and the money would come from our Common Core Funding.

Roll Call Vote:

Ayes: Cynthia White, Derek Voth, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal

4. **CBOC Appointment:** Karl Becker made a motion which was seconded by Derek Voth to consider the appointment of Chuck Huskey to the Citizens Bond Oversight Committee since there is a position open. No discussion

Roll Call Vote:

Ayes: Cynthia White, Derek Voth, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal

D. Board Policies: None

- E. Personnel:** Derek Voth made a motion to approve Ms. Wilson's personnel recommendations to accept the resignation of the EAK teacher and to hire a 30 day EAK guest teacher while we search for a new EAK teacher. Motion was seconded by Karl Becker.

Roll Call Vote:

Ayes: Cynthia White, Derek Voth, Karl Becker, Christina Becker

Nays: None

Absent: Jeff Royal

VIII. Advanced Planning:

- A. Next regular Board meeting is set for February 19, 2015. Closed session will be at 6:30 with open session at 7:00 pm. Special Board Workshop will be on February 11, 2015 from 6:00-8:00 pm.

IX. Adjournment: Meeting was adjourned at 8:35 pm.

Respectfully submitted by:

Approved by:

Sheila Cochran
Administrative Secretary

Derek Voth
Clerk of the Board

Dehesa School District
COMMERCIAL WARRANT LISTINGS

February 19, 2015

General Fund Restricted Accounts

<u>Special Education</u>	Date	Amount	YTD
Audiometrics	1/23/15	\$135.00	\$135.00 Audiometer Calibration
ABA education Foundation	12/30/14	\$150.00	\$150.00 Student Supervision Services
LRP Publications			\$509.90 Special Ed for Charters
Nancy Hauer			\$163.21 Training Reimbursement
San Diego County Speech Pathology			\$7,590.00 Speech Services
Southwest School & Office Supply			\$27.46 Instructional Supplies
Vista Hill			\$3,134.00 Mental Health Services/Assessments
WPS Publish			\$133.09 Visual/Auditory Testing

General Fund Other Restricted/Unrestricted Accounts

<u>Transportation</u>	Date	Amount	YTD
A-Z Bus Sales	12/30/14	658.05	701.66 Bus Parts
Cajon Valley Union School District	1/22/15	\$1,582.02	\$7,947.98 Bus Maintenance/Fuel
	1/26/15	\$3,021.58	
Creative Bus Sales	12/30/14	\$26.03	\$26.03 Bus Parts
Jaybright Co.			\$1,349.98 Vehicle Wash & Wax
Tire Centers	12/29/14	\$469.88	\$2,847.13 Bus Tires
ThemCBurnieDesignCo	1/26/15	\$700.00	\$700.00 Bus Repair
Minda Lawrence			\$58.24 Student Transportation Reimbursement
Yale-Chase	12/30/2014	236.14	236.14 Brake Inspection Services

General Fund Other

A-1 Live Scan	12/29/14	\$16.00	\$111.00 Live Scan & Background Checks
Aardvark Pest Control, Inc.	12/30/2014	\$109.00	\$763.00 Gopher Poisoning-Monthly Fee
	1/22/2015	\$109.00	
ACCO Brands USA			\$234.58 Laminating Rolls
Alice Training Institute LLC			\$990.00 Training Class
Alliance	12/30/14	\$630.14	\$630.14 Instructional Supplies
Anita Fire Hose Company			\$495.06 Fire Extinguisher Service
Apple, Inc.			\$2,664.60 IPAD Indian Education
Assn of CA School Administrators			\$1,304.41 Annual Membership Dues
Assn for Supervision & Curriculum Development			\$89.00 Yearly Membership
AT&T			\$13.69 Phone Bill
			\$11,342.40 Phone Bill
Award Emblem Mfg Co			\$146.42 Student Counsel Pins
Blackboard Connect			\$2,152.00 Annual Fee 13/14 & 14/15
California School Boards Association	1/26/15	\$598.00	\$4,286.00 Annual Membership/Conference Fees
California Dept. of Justice	12/29/14	\$49.00	\$245.00 Fingerprinting Fees
College Preparatory Mathematics			\$9,415.44 Instructional Supplies/Books
Copy Link			\$930.05 Junior High Copier Maintenance
County Proflame	12/29/14	\$267.45	\$580.80 Propane

County of San Diego			\$349.20 Election Fees
CPM			\$2,518.44 Textbooks
Data Management			\$129.50 Office Supplies
Dehart Backflow			\$135.00 Backflow Testing
Dell Awards			\$32.58 Name Plates
Dell Marketing LLP			\$3,942.70 Servers, Common Core Funds
			\$29.72 Office Supplies
Demco	1/23/15	\$34.01	\$34.01 Instructional Supplies
Dunn Edwards Paints			\$97.26 Paint
Educational Data Systems			\$100.00 CELDT Testing Fees
Eric Schneider			\$58.77 Reimbursement
ESGI	1/23/15	\$199.00	\$199.00 Licensing Fees
Extended School Services	12/11/14	\$420.00	\$2,664.00 Homeless Student After School Care
	12/29/14	\$60.00	
	12/30/14	\$200.00	
	1/23/15	\$100.00	
Everything Medical	12/29/14	\$53.31	\$53.31 Nurse Supplies
FedEx			\$34.77 Express Mailing
Firewatch			\$129.85 Semi Annual Service and Inspection
Flinn Scientific	1/23/15	\$55.93	\$55.93 Instructional Supplies
Follett			\$1,221.04 Books
Gary Hobelman			\$267.68 Mileage
Grainger	12/30/14	\$134.92	\$710.28 Maintenance Supplies
Guided Discoveries, Inc			\$3,120.00 Camp Deposit
Heart Rate Monitors USA			\$225.75 Middle School PE Supplies
Home Depot	12/29/14	\$212.97	\$1,779.59 Custodial/Maintenance Supplies
	1/23/15	\$171.45	
Houghton-Mifflin Harcourt			\$29,031.69 Textbooks
Janet Wilson			\$229.37 Reimbursement
J&C Books			\$27.00 Books
Jennifer Hoffman			\$36.65 Mileage
Jolene Guzman			\$438.02 Gate Supplies 2013/14
Julie Wiley			\$75.00 Refund payroll adjustment Peoplesoft Error
Kelly Pallitto	12/11/14	\$133.35	\$544.56 Reimbursement
	1/23/15	\$20.00	Reimbursement
Learning Upgrade			\$6,000.00 Student Annual License
Lynn's Locksmith Service			\$48.41 keys
McGraw Hill	1/26/15	\$139.30	\$738.31 Books & Instructional Supplies
MobyMax	12/30/14	\$599.00	\$599.00 Student Licensing Fees
MRC			\$1,130.43 Qtrly Maintenance Printers
MRC			\$760.07 Staples
<u>General Fund, Other - Continued</u>			
Nancy Hauer	12/11/14	\$869.66	\$2,092.14 Reimbursement
Nina Van Nostrand			\$74.02 Reimbursement-Discovery Day Supplies
Nexus	12/30/14	\$56.00	\$56.00 Smartnet Maintenance Agreement
NvLS			\$750.00 Erate Services
NWEA			\$2,813.00 Testing Fees
Office Depot	12/29/14	\$27.49	\$344.88 Instructional and Office Supplies
Otay Water District	1/22/15	\$274.43	\$1,993.99 Monthly Service
	1/23/15	\$324.25	
P&R Paper	12/30/14	\$85.93	\$219.63 Instructional supplies
PAC Heating & Air			\$700.00 AC Repairs
Palo Sports	12/29/14	\$1,656.92	\$2,004.86 PE Equipment
PC Mall Gov			\$328.60 Server Software, Common Core
Pearson			\$385.25 Instructional Materials
Petty Cash			\$515.85 Reimbursement
Really Good Stuff			\$67.92 Instructional Supplies

Renaissance Learning			\$3,173.50	Additional Subscriptions SR
Revolving Fund			\$11,702.18	Reimbursement
San Diego County Office of Education	12/29/14	\$50.00	\$964.00	Conference/Trainings
	12/30/14	\$60.00		
San Diego County Vector	12/29/14	\$17.58	\$17.58	Pesticide Services
San Diego County School Boards Asso.			\$77.49	Annual Membership Dues
San Joaquin County Office of Education			\$300.00	EDJOIN Account Fees
Scholastic Book Club	12/30/14	\$37.40	\$1,062.93	Scholastic Readers
	1/26/15	\$403.79		
Scholastic School Supple			\$647.50	Instructional Supplies
School Outfitters	1/26/15	\$95.44	\$450.27	Instructional Supplies
School Specialty	1/26/15	\$273.51	\$1,555.43	Instructional Supplies
Science Olympiad			\$160.00	Science Olympiad
SDG & E	12/22/14	\$1,523.71	\$33,624.47	Monthly Service
	1/8/15	\$1,833.76		
	1/22/15	\$1,231.21		
Sheila Cochran			\$348.92	Reimbursement office supplies
Sheila Cochran			\$79.34	Mileage
Small School District Association	1/26/15	\$35.00	\$185.00	Membership dues/Workshops
Southwest School & Office Supply	12/30/15	\$424.45	\$2,805.49	Instructional Supplies
Stutz, Artiano			\$1,128.50	Legal Fees
Sycuan Resort	12/22/14	\$235.00	\$2,800.00	Middle School PE
	1/26/15	\$250.00		
Tamara Ripke	12/30/14	\$48.33	\$191.32	Reimbursement
	1/23/15	\$53.99		
Terminix			\$488.00	Quarterly Service
Time for Kids			\$109.91	Instructional Supplies
Tidmore Flags			\$98.85	Classroom Flags
Turn Around Schools			\$1,350.00	Conference/Trainings
Tyco	1/26/15	\$555.77	\$1,667.31	Alarm monitoring
United Health Supplies			\$91.25	Health Office Supplies
Waste Management	1/22/15	\$431.23	\$1,324.96	Monthly Service
Waxie			\$1,783.39	Custodial Supplies
Wilkinson Hadley King & Co. LLP			\$660.00	Audit Progress Billings
Witt Company	12/30/14	\$418.00	\$418.00	Copier Supplies
Xerox	12/29/14	\$1,702.21	\$6,435.46	Copier Monthly Invoice
	12/30/2014	425.9		
	1/26/2015	973.4		
<u>Charter School Funding</u>				
Community Montessori	12/29/14	\$5,986.24	\$25,441.51	In-Lieu Property Taxes Transfer
Community Montessori	1/9/2015	\$52,742.01	\$52,742.01	Special Education Reimbursement
Dehesa Charter School	12/29/14	\$16,323.91	\$69,376.63	In-Lieu Property Taxes Transfer
Dehesa Charter School	1/9/2015	\$159,169.59	\$159,169.59	Special Education Reimbursement
Diego Hills Charter School	12/29/14	\$40.09	\$170.38	In-Lieu Property Taxes Transfer Special Education Reimbursement
The Heights Charter School	1/22/15	\$846.58	\$3,597.96	In-Lieu Property Taxes Transfer Special Education Reimbursement
The Heights Charter School				
Methods Charter School				In-Lieu Property Taxes Transfer
Mosaica Charter School			\$11,269.04	In-Lieu Property Taxes Transfer
Wilkinson Hadley King & Co.				Audit

ESS - Student Care Fund

AT & T	12/22/14	\$44.13	\$234.50	Monthly Phone Service
	12/30/14	\$43.87		

Revolving Fund
Sysco

\$14.99 Revolving Reimbursement
\$419.02 Food

Cafeteria Fund

Alpine Union School District	12/22/14	\$2,205.26	\$13,052.69 Contract School Lunches
	1/22/15	\$2,555.54	
County of San Diego			\$309.00 Annual Renewal Fees
Francos Pizza	12/22/14	\$212.55	\$773.00 Cafeteria Food
	1/9/15	\$92.65	
	1/22/15	\$87.20	
	1/23/15	\$70.85	
Hollandia Dairy	12/22/14	\$424.78	\$4,511.72 Cafeteria Milk
	1/23/15	\$1,229.90	Cafeteria Milk
Little Caesars Pizza	12/30/14	\$78.75	\$871.50 Cafeteria Food
PUSD			\$75.00 Certification Class for Autummne Sherman
SDG&E			\$412.61 Electric Bill
Sysco	12/10/14	\$241.92	\$960.26 Food
	1/26/15	298.65	

Deferred Maintenance Fund

Awning Products Unlimited			\$1,690.00 Replace Front Walkway Awning
DFS Flooring			\$10,982.00 Carpet 3 rooms
Janus Corporation			\$9,707.00 Asbestos Removal 2 classrooms
PAC Heating and Air Conditioning			\$700.00 A/C Repairs
Pacifica Glass Co			\$625.00 Repair Broken Window
San Diego Door	1/22/15	\$1,655.00	\$1,655.00 Building/Door Repairs
South Bay Fence Co			\$1,988.00 Fence Repairs from Car Accident
Western Environmental & Safety Tech			\$2,785.00 Certified Asbestos Consultant

SSDA's 32nd Annual Conference

At-A-Glance

“Igniting Innovation in Today’s Schools!”

SSDA’s 32nd Annual Conference

March 11-13, 2015

McClellan Conference Center

5411 Luce Avenue

McClellan CA 95652



THURSDAY, MARCH 12, 2015

2-Hour Workshop	9:45 a.m. - 10:45 a.m.					
	Student Transfers, Appeals & Schools of Choice	Update on Proposed School Facility Program	Using Technology to Deliver CCSS Curriculum; Not as Simple as it Sounds	The Mad World of Education aka Avoiding the M.E.S.S.: Money, Ego, Sex and Stupidity	Wellness Programs Positive Impact in Small School Districts	Putting the Pieces Together: Your LCAP and the Classroom
Negotiating in LCFF / LCAP World The Role of the Board & Superintendent	Aimee Perry, Lozano Smith	Susan Stuart, Capitol Advisors Group, LLC	Wendy Neade, Gold Oak USD - Cheryl Weider, and Retired Sup. Jean Pinotti, Latrobe SD - Lisa Fontana, Pioneer UESD	Rex Randall, Zampi, Determan & Erickson - Paul Arnold, Bangor Union ESD	Cindy Wilkerson and Matthew Szenderski, Keenan & Associates, Tim Taylor, Butte COE	Kevin Mulligan, OnPoint Innovative Learning Environments Linda Irving, Sebastopol UESD
	10:50 a.m. - 11:50 a.m.					
Brett McFadden, Pajaro Valley Unified SD & Ruben Ingram, School Employers Association of California	Making Charters Work for You	Are you Ready for the Next Development Boom?	Getting to "Pupil Achievement" through NWEA-MAP	Retirement Discovery - Define YOUR Future!	Changing Small Schools	DSA Project Closeout with Certification
	Kevin Ogden and Janet Wilson Learn4Life	Lyn Gruber Koppel & Gruber Public Finance Andy Alvarado Golden Valley USD	Mike Reid, Heritage Peak Charter School, Justin Cunningham, Bonsall Unified, Tracy Jones, NWEA, Craig Clifford, Multiple Measures	Frank Cockrell Retirement Security Centers	Rich Rhodes, Maxwell Unified SD	Jack Schreder, Ray Dalton and Elona Cunningham, Jack Schreder & Associates
Lunch/General Session/Keynote Speaker/Awards						
11:55 a.m. - 1:30 p.m.						
2-Hour Workshop	1:45 p.m. - 2:45 p.m.					2-Hour Workshop
	Strategies for Success When Labor Negotiations Go Bad	Nothing is Wrong with your Vendor/Service Contract, until the Unexpected Happens: Tips to Avoid Contract Claims	E-Rate Best Practices	Retirement and Employee Compensation in the New CalSTRS World	Individualized Technology Initiative-How to Successfully Implement a 1:1 Program in Middle & High	
Getting Going with Google in the Classroom / School	Paul Boylan, Paul Nicholas Boylan, Esq.	Randy Parent, Liebert Cassidy Whitmore	Fred Brakeman, Infinity Communications & Consulting	David Walrath, MWH, Sal Villasensor, ACSA	Marisa Janicek and Daniel Gauna, El Segundo USD	State Budget, State Board, and New Legislation. The Effect of Each on California Small School Districts
	2:50 p.m. - 3:50 p.m.					
Sergio Villegas, NapaLeans	Examining and Understanding Your 1st Budget	New Era of Labor Compliance	Combating Cyberbullying	Extreme Employee Make Over: Controlling Offensive Speech, Bad Behavior and other Unusual Problems	To be posted shortly	
	Brett McFadden, Pajaro Valley USD	Richard Gonzalez, Capitol Advisors Group	Jeffrey Wade Stutz, Artiano, Shinoff & Holtz	Tom Gauthier and Gabriella Flores, Lozano Smith	Joel Montero, FCMAT	Barrett Snider, Abe Hajela and Lee Angela Reid, Capitol Advisors Group

FRIDAY, MARCH 13, 2015

9:00 a.m. - 10:55 a.m.

The Future of School District Public Relations - Search Engine Optimization, Reputation Management and What They Can Do For You	Don't Get Caught! How to Avoid the Top Five Reasons Districts Lose Before OAH	To be posted shortly
Greg Rolan Haight Brown & Bonesteel, LLP	Anne Sherlock, Fagen Friedman & Fulfroost	Calvin Terrell, Social Centric

JUST A SAMPLE OF THE MANY WORKSHOPS AVAILABLE DURING THE CONFERENCE:

- ⇒ **Strategies for Success When Labor Negotiations GO BAD!**
- ⇒ **Where is the Money! Update on the New School Facilities Program**
- ⇒ **Individual Technology Initiative - How to Successfully Implement a 1:1 Program**
- ⇒ **The Mad World of Education: Avoiding the Mess (Money, Ego, Sex and Stupidity)**
- ⇒ **State Budget, State Board, and New Legislation.....The Effect of Each on CA Small School Districts**
- ⇒ **State and Federal Update**
- ⇒ **The Future of School District Public Relations Search Engine Optimization, Reputation Manage-**
- ⇒ **Don't Get Caught! How to Avoid the Top Five Reasons Districts Lose Before OAH**
- ⇒ **Retirement and Employee Compensation in the New World of CalSTRS**
- ⇒ **Getting to Pupil Achievement**
- ⇒ **Examining and Understanding Your 1st Budget**
- ⇒ **Making Charter Schools Work for You**
- ⇒ **Examining and Understanding Your 1st Budget**
- ⇒ **Extreme Employee Make Over Controlling Offensive Speech, Bad Behavior and Other Unusual Problems**
- ⇒ **E-Rate Best Practices**
- ⇒ **The Positive Impact of a Wellness Program in Small Schools**
- ⇒ **Assessing Struggling Students on Common Core State Standards**
- ⇒ **Preparing Your Facilities for the Next Boom WITHOUT a State Bond**
- ⇒ **Combating Cyberbullying**
- ⇒ **A New Era of Labor Compliance: Working with DIR and Prevailing Wage Perimeters**
- ⇒ **Using Technology to Deliver Common Core State Standards Curriculum: Not as Simple as it Sounds**
- ⇒ **Storm Riding in a Drought...Negotiating in the LCFF/LCAP World. The Role of the Board and Superintendent**
- ⇒ **Retirement Discovery - Define Your Future**



Please visit www.ssda.org for on-line registration and much more!



**Small School Districts' Association
32nd Annual Conference Registration Form
March 11-13, 2015
McClellan Conference Center
5411 Luce Avenue, McClellan, CA 95652**



Name _____ Title _____

Please print your name as you would like it to appear on your name badge - Please complete a registration form for each attendee.

District/Company _____

City _____ Zip _____

Phone (____) _____ Fax (____) _____

E-mail Address _____

**2015 ANNUAL CONFERENCE DISTRICT/COE REGISTRATION RATES:
Full Registration Fees Include: Choice of Three Wednesday Pre-Conferences,
General Sessions, Workshops, Receptions, Meals and much more!**

<u>Membership Package Plan</u>	<u>Members</u>	<u>Non-Members</u>
1 st Attendee	No Charge	\$475
2 nd Attendee	\$425	\$630
3 rd Attendee	\$375	\$630
4 th Attendee	\$325	\$630
5 th Attendee	FREE	\$630
6 th Attendee	\$325	\$630

Retired Superintendent \$275



One-Day Rates

Can't attend the entire conference?
Just coming for a day?

SEND YOUR REGISTRATION BY:
MAIL: SSDA Annual Conference
925 L Street, Suite 1200
Sacramento, CA 95814
FAX: (916) 443-7468
EMAIL: shelly@ssda.org

	<u>Members</u>	<u>Non-Member</u>
Wednesday, March 11, 2015:	\$150	\$300
Thursday, March 12, 2015:	\$275	\$550
Friday, March 13, 2015:	\$150	\$300
Meal or Reception Only:	\$ 45	\$ 90

CANCELLATION POLICY - Cancellations must be received in writing

By February 1, 2015.....Full Refund
Between February 2 and February 28, 2015\$100.00 Cancellation Fee
After February 28, 2015 No Refund

Notice of cancellation must be written and sent to:

SSDA Annual Conference - Cancellations
925 L Street, Suite 1200
Sacramento, CA 95814

Fax: (916) 443-7468 or Email: shelly@ssda.org

3% credit card processing fee will be applied when paying via credit card

P.O #: _____ Credit Card: Visa MasterCard AMEX
 Billable Amount: \$ _____ Full Conference One-Day Rate Two-Day Rate
 Credit Card #: _____ Exp.: _____
 Billing Address: _____
 Date: _____ Signature: _____
 Name as it appears on card: _____

HOTEL ACCOMMODATIONS

SSDA has made arrangements with Lions Gate Hotel in Sacramento for a special room rate of \$92.00 per standard room per night. Please contact Lions Gate Hotel at (916) 640-0835. The cutoff date to receive the reduced room rate is February 24, 2015. Please use code SSDA15 to receive the discounted room rates. Please note: Lions Gate Hotel does not accept purchase orders as a method for reserving your room. Lions Gate does, however, offer tax exemption for your room, with appropriate documentation. Call the SSDA Office at (916) 662-7213 for more information.

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Janet Wilson

Subject: Correspondence

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

A. Correspondence

1. San Diego County Taxpayers Association
2. State Suspension and Expulsion Reports, Tom Torlakson, CDE
3. First Interim Report, Brent Watson, SDCOE
4. Form 700 Reporting Webcast

Agenda Item #: VI.A.1-4

SDCTA School Bond Certification Program- March 13th

1 message

Jenna Harris <jenna@sdcta.org>
Reply-To: jenna@sdcta.org
To: janet.wilson@dehesasd.net

Wed, Feb 11, 2015 at 10:21 AM



San Diego County Taxpayers Association

SCHOOL BOND CERTIFICATION PROGRAM

Save the Date!

Friday, March 13th

The San Diego County Taxpayers Association's Bond Certification Program educates school district staff, board members, bond oversight committee members and concerned citizens.

Topics will address planning, financing, implementation and critical legal issues. The intensive program will include four (4) expert instructors providing the nuts and bolts of what it takes to deliver a cost-effective, transparent, legally compliant and successful school bond.



**Stay tuned for more
program details!**

Brought to you by:

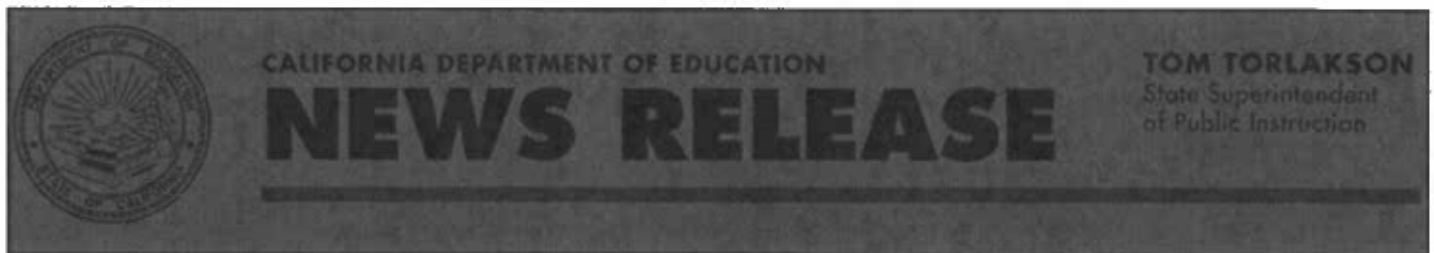
WHEN: Friday, March 13th
11:00 a.m. - 4:00 p.m.

Torlakson Reports Significant Drops in Suspensions and Expulsions for Second Year in a Row

3 messages

COMMUNICATIONS <COMMUNICATIONS@cde.ca.gov>
To: DL-Communications <DL-Communications@cde.ca.gov>

Wed, Jan 14, 2015 at 12:01 PM



REL#15-5

CONTACT: Tina Jung

FOR IMMEDIATE RELEASE

PHONE: 916-319-0818

January 14, 2015

E-MAIL: communications@cde.ca.gov

State Schools Chief Tom Torlakson Reports Significant Drops in Suspensions and Expulsions for Second Year in a Row

SACRAMENTO—State Superintendent of Public Instruction Tom Torlakson today announced a dramatic 20 percent drop in the number of students expelled in 2013-14 and a 15.2 decline in the number of students suspended. This marks the second year in a row of declines in both areas.

The new figures come at a time when the California Department of Education (CDE) is working with districts around the state to implement innovative programs that reduce suspensions and expulsions, including some known as “restorative justice.”

“These numbers show that the work of the department, districts, teachers, parents, and students around the state is paying off by keeping more students in school and learning,” said Torlakson. “You can have the best facilities, the best teachers, and the best curriculum in the world, but none of that matters if students are not in school. That’s why we have put so much effort into increasing school attendance and reducing expulsions and suspensions and will continue to do so.”

Statewide, 49,987 fewer students were suspended in 2013-14 compared to the year before, down 15.2 percent. The suspension rate is 4.4 percent, down 0.7 of a percentage point from the year before. Similarly, 1,655 fewer students were expelled in 2013-14 compared to the year before, down 20 percent. The expulsion rate remains at 0.1 percent because the overall numbers are relatively small (Table 1).

To reduce the number of expulsions and suspensions, the CDE has taken several steps, including hosting a

forum and workshops, and posting Behavioral Intervention Strategies and Supports. In addition, the CDE has worked with several education groups to develop restorative justice programs that promote respect, taking responsibility, and strengthening relationships.

Before such programs were implemented, the greatest percentage of students suspended or expelled was for “willful defiance.” For the second year in a row, the highest percentage declines came under this category. Last year, 261 fewer students were expelled for defiance-related offenses, down 47.7 percent from the year before. Another 76,296 fewer students were suspended for defiance-related offenses, down 28.9 percent from the year before (Table 1).

Willful defiance became identified with the problem of high rates of expulsions and suspensions after the CDE reported a high number of minority students were suspended for this cause. Those figures helped spur the passage of Assembly Bill 420, supported by the CDE and sponsored by former Assembly member Roger Dickinson. The bill, signed into law last year, limits suspensions and expulsions for disruptive behavior in certain grades.

Suspensions for more serious federal offenses were down by thousands among every student subgroup. However, a disparity remains among African-American students’ rates of suspension, which were relatively unchanged from the year before. African-American students are 6.2 percent of total enrollment, but make up 16.4 percent of students suspended, up 0.2 of a percentage point from the year before. White students are 25 percent of total enrollment, but make up 20.6 percent of students suspended, down 0.3 of a percentage point from the year before. Hispanic students are 53.3 percent of total enrollment, but make up 54.7 percent of suspensions, up 0.1 of a percentage point from the year before (Tables 2, 3).

This is the second year of declines. Between 2011-12 and 2012-13, the number of expulsions dropped 13.5 percent, while the number of suspensions decreased 10.2 percent (Table 4).

Data collected through the California Longitudinal Pupil Achievement Data System (CALPADS) enabled the CDE to report detailed data for the third year in a row. Prior to the collection of these data in CALPADS, they were collected differently as aggregate counts, so the 2013-14 data may only be compared to the two prior years and cannot be compared accurately to prior years’ suspension and expulsion data. The data presented here were for “unduplicated” counts of students suspended or expelled. This means although a student may have been suspended or expelled more than once, each student was only counted once.

The suspension and expulsion data are available on the CDE’s DataQuest. Downloadable data files are available at the CDE’s Expulsion and Suspension Data Web page. Truancy data are collected through the California Basic Educational Data System Online Reporting Application and are still being tabulated.

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Attachments:

Table 1: 2013-14 Suspension and Expulsion Statewide Summary

Type	2012-13	2013-14	Difference	% Difference
------	---------	---------	------------	--------------

Students Suspended	329,370	279,383	-49,987	-15.2%
Students Expelled	8,266	6,611	-1,655	-20.0%
Defiance Expulsions	547	286	-261	-47.7%
Defiance Suspensions	264,234	187,938	-76,296	-28.9%

Table 2: Statewide Suspension Counts by Ethnicity

Race/Ethnicity	2012-13	2013-14	Difference	% Change
Hispanic or Latino of Any Race	179,983	152,726	-27,257	-15.1%
American Indian or Alaska Native, Not Hispanic	4,089	3,427	-662	-16.2%
Asian, Not Hispanic	8,056	6,644	-1,412	-17.5%
Pacific Islander, Not Hispanic	2,236	1,764	-472	-21.1%
Filipino, Not Hispanic	3,286	2,685	-601	-18.3%
African American, Not Hispanic	53,211	45,710	-7,501	-14.1%
White, Not Hispanic	68,956	57,507	-11,449	-16.6%
Two or More Races, Not Hispanic	7,680	7,347	-333	-4.3%
None Reported	1,873	1,573	-300	-16.0%
Total	329,370	279,383	-49,987	-15.2%

Table 3: Percent of Statewide Suspensions and Enrollment by Ethnicity

Race/Ethnicity	2012-13	2013-14	Percentage Change	Percent Enrollment
Hispanic or Latino of Any Race	54.6%	54.7%	+0.1%	53.3%
American Indian or Alaska Native, Not Hispanic	1.2%	1.2%	0.0%	0.6%

Asian, Not Hispanic	2.4%	2.4%	0.0%	8.7%
Pacific Islander, Not Hispanic	0.7%	0.6%	-0.1%	0.5%
Filipino, Not Hispanic	1.0%	1.0%	0.0%	2.4%
African American, Not Hispanic	16.2%	16.4%	+0.2%	6.2%
White, Not Hispanic	20.9%	20.6%	-0.3%	25.0%
Two or More Races, Not Hispanic	2.3%	2.6%	+0.3%	2.7%
None Reported	0.6%	0.6%	0.0%	0.6%
Total	100.0%	100.0%	0.0%	100.0%

Table 4: Percentage Change of Statewide Suspensions and Enrollment from 2011-12 to 2012-13 and 2012-13 to 2013-14

Type	2011-12	2012-13	% Change 11-12 to 12-13	2013-14	% Change 12-13 to 13-14
Suspensions	366,629	329,370	-10.2%	279,383	-15.2%
Expulsions	9,553	8,266	-13.5%	6,611	-20.0%

###

The California Department of Education (CDE) is a state agency led by State Superintendent of Public Instruction Tom Torlakson. You may also follow him through CDE's mobile Web site, Twitter, Facebook, and YouTube.

California Department of Education, Communications Division

1430 N Street, Suite 5602, Sacramento, CA 95814

Main: 916-319-0818; Fax: 916-319-0100

E-Mail: tjung@cde.ca.gov; URL: www.cde.ca.gov/nr/

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Register now for this free Form 700 Gift Reporting webcast.
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education insights

legal update



February 10, 2015

This email is being sent to board members, superintendents and executive assistants.

Get Expert Advice on Reporting Gifts on Your Form 700 *Register now for a free webcast on Feb. 25*

Have you received a free dinner or complimentary event tickets? Do you know what constitutes a reportable "gift"? Failure to publicly declare gifts has prompted media scrutiny statewide and board members need to know how to avoid unknowing violations and be compliant with the rules.

Grab your lunch and join our panel of legal experts to learn what gifts and other sources of income must be reported pursuant to the Political Reform Act. This one-hour webcast will aid you in being able to identify a gift, learn how to report a gift, and learn the consequences of not reporting a gift.

Who should attend:

ALL board members are encouraged to join this webcast.

Moderator: Keith Bray, CSBA general counsel;

Participating Premier Business Affiliate Law Firms: Atkinson, Andelson, Loya, Ruud & Romo; Dannis Woliver Kelley, and Lozano Smith

Date: Wednesday, Feb. 25, 2015

Time: Noon to 1 p.m.

Registration is complimentary, but required to view.

register now

[Click here](#) to add this to your calendar.

Viewing instructions will be emailed to you on Tuesday, Feb. 24. Consider convening with other school board members at your county office of education and watching this as a group. For more information, [visit our website](#).



California School Boards Association
3251 Beacon Blvd. West Sacramento, CA 95691
Phone - 800.266.3382 | Fax - 916.371.3407



SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net
Randolph E. Ward, Ed.D., Superintendent of Schools

January 23, 2015

Ms. Janet Wilson
Superintendent
Dehesa School District
4612 Dehesa Road
El Cajon, CA 92019-2922

Re: 2014-15 First Interim Report

Dear Ms. Wilson:

Our office has completed its review of your First Interim Report in compliance with the provisions of Education Code Section 42130 et seq. The district has submitted a positive certification, which means that the district will meet its financial obligations for the current fiscal year and subsequent two years.

The district's First Interim Report has been analyzed in the context of the 2014-15 State Budget Act. All of the data submitted by the district has been analyzed and appears to adequately reflect the financial status of your district as of October 31, 2014.

In accordance with the provisions of Education Code Section 42131, the County Superintendent of Schools will inform the California Department of Education that your district submitted a positive certification and we concur with this certification at this time.

During our review, we noted the following items for your review, analysis, and action:

Financial Status in 2014-15

Reserve for Economic Uncertainties

The state requires the district to maintain a Reserve for Economic Uncertainties equal to 5% of expenditures. The district projects that it will meet this requirement in 2014-15.

No Deficit Spending

We note that the district projects that it will be able to meet 2014-15 operating expenses with current year revenue.

Cash Flow

The cash flow submitted with the 2014-15 First Interim Report does not project a negative cash balance in any month during the current fiscal year. We recommend that the district continue to closely monitor its cash situation.

Salary and Expenditure Increases

Before considering salary, benefit, or other expenditure increases for 2014-15, the district should ensure that the costs will be supported by ongoing revenue to avoid creating or exacerbating structural deficits. The district should also take into account the uncertainty of the state budget, projected deficit spending, and unrestricted reserve levels. We also recommend that the district protect its future financial integrity by assuring a minimum of reserves for at least the following two years of operation.

Fiscal Status in Future Years

Multi-Year Projection

The district's multi-year projection incorporates the following key assumptions:

- LCFF gap funding estimated at 20.68% for 2015-16 and 25.48% for 2016-17;
- LCFF ADA of 171 for 2015-16 and 2016-17;
- Unduplicated pupil percentage of 34.7% in 2015-16 and 26.0% in 2016-17;
- STRS employer contributions of 10.73% in 2015-16 and 12.58% in 2016-17; and
- PERS employer contributions of 12.6% in 2015-16 and 15.0% in 2016-17.

We have reviewed the district's assumptions for the multi-year projection and they appear to be reasonable. Based upon these assumptions, the District will meet the required reserve percentage.

Other Issues

Charter Schools

As required by Education Code 47604.33, our office has received a First Interim reports from Community Montessori, Dehesa, Diego Hills, The Heights Charter Schools, Method Schools, and Mosaica Online Academy charter schools.

As a charter school sponsor, the district maintains fiscal oversight responsibilities, particularly in the key areas of accounting, attendance accounting, budgeting, and payroll. As part of this oversight, sponsoring school districts are also responsible for reviewing charter financial reports, including interim reports. Should any adverse circumstances arise related to the district's charter school responsibilities that would negatively impact the financial condition of the district, please notify this office as soon as possible.

Conclusion

We appreciate the District's efforts to ensure fiscal solvency. Should any adverse circumstances arise which would negatively impact the financial condition of the district, please notify this office as soon as possible.

Should you have any questions concerning this review, please feel free to call me at (858) 292-3537 or Erin Garcia, Consultant, Business Advisory Services at (858) 292-3810.

Sincerely,



Brent Watson
Executive Director
District Financial Services

BW: EG: SR

cc: Cynthia White, Board President, Dehesa School District
Lori Wigg, Business Manager, Dehesa School District

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Janet Wilson

From: Lori Wigg
Business Manager

Subject: Monthly Budget Update

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

At the October 20, 2011 Board Meeting, Members were asked about their preferences for monthly budget updates. Consensus was that a statement of fund balances and clear, concise updates on key issues would be preferred during months falling in-between major reports.

Report:

Attached is a summary of fund balances (cash in County Treasury) and a listing of construction expenditures for the school construction project.

Financial updates for the month of February are as follows:

- Administration is working on the Second Interim Financial Report, which will be taken to the Board for approval in March.
- A transfer in the amount of \$67,519 was made from the General Fund to the Retiree benefit Fund (Fund 20) to reflect the annual required contribution (ARC) for GASB 45.
- The District's LCAP team has begun working on the LCAP for 2015-16. In accordance with section 52062 of the Education Code, the Board will need to schedule a Special Board meeting in early June to comply with the new public hearing requirements as outlined in this section.
- As requested by the Board in January, a comparative spreadsheet of instructional minutes for neighboring districts has been compiled and is included in the Board packet for your review.

Financial Impact:

NA – For Informational Purposes Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #:VI.B.1

Dehesa School District

Fund Balances

(Cash in County Treasury as of February 5, 2015)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$820,410.71
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND	\$127,483.91
12-06	CHILD DEVELOPMENT FUND	\$6,291.12
13-00	CAFETERIA SPECIAL REVENUE FUND	\$52,039.07
14-00	DEFERRED MAINTENANCE FUND	\$122,147.08
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$475,728.93
21-39	BUILDING FUND	\$4,138,119.98
25-19	CAPITAL FACILITIES/SB2068 FUND	\$329,606.84
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$7,414.54
	GRAND TOTAL	\$6,079,242.18

Please note that cash balances in the General Fund fluctuate on a regular basis. This is a normal feature of the fluid budget/accounting process.

Dehesa School District
Building Fund 21-39

2/5/2015

Date			Expenditure
7/1/2014	Beginning Balance		\$4,190,638.01
	Interest		\$3,742.98
Payment Date	Service Provider	Services Performed	Amount
7/11/2014	Sprotte Watson Architects	Construction Documents	\$11,130.64
9/12/2014	Dalescott	Continuing Disclosure Fee	\$4,500.00
9/22/2014	Best Best & Krieger	Legal School Facilities Project	\$3,451.00
7/18/2014	SDG&E	Design & Engineering Fee	\$2,551.00
11/16/2014	Best Best & Krieger	Legal School Facilities Project	\$3,374.49
12/10/2014	Sprotte Watson Architects	Construction Documents 100%	\$16,734.95
1/22/2015	Southern CA Soils and Testing	Soils testing and Report Review	\$420.00
1/26/2015	Sprotte Watson Architects	Architect Fees	\$4,560.55
TOTAL FUNDS AVAILABLE AS OF 1/6/14			\$4,147,658.36
Prior Year Project Expenditures			
7/24/2013	Dalescott	GO Bond Continuing Disclosure Annual Report	\$4,511.31
9/10/2013	Best Best & Krieger	Legal School Facilities Project	\$1,671.70
9/9/2013	Sprotte Watson Architects	Feasibility 100% complete, Schematic Design 50% Complete	\$36,937.50
10/24/2013	Sprotte Watson Architects	Schematic Design 85% Complete	\$8,618.75
11/5/2013	Sprotte Watson Architects	Reimbursable items, printing and reproduction	\$555.66
11/6/2013	Sprotte Watson Architects	Architectural Fee	\$3,693.75
2/19/2014	Best Best & Krieger	Lease, Leaseback Attorneys	\$1,363.34
2/19/2014	Sprotte Watson Architects	Architectural Fee	\$33,243.75
2/19/2014	Sprotte Watson Architects	Reimburse for California Geological Survey	\$3,600.00
2/19/2014	Sprotte Watson Architects	Architectural Fee	\$96,037.50
2/19/2014	Division of State Architect	Project Submission	\$39,124.82
3/3/2014	Southern California Soil & Testing	Soil Testing	\$12,707.65
3/18/2014	Best Best & Krieger	Legal School Facilities Project	\$3,078.50
3/31/2014	Sprotte Watson Architects	Construction Documents 70%	\$99,731.25
4/17/2014	Sprotte Watson Architects	Engineering	\$4,075.60
4/17/2014	Sprotte Watson Architects	Construction Documents 85%	\$33,243.75
4/24/2014	Standard & Poors Ratings Services	Bond Rating	\$9,500.00
4/24/2014	Best Best & Krieger	Legal School Facilities Project	\$1,693.42
5/12/2014	Sprotte Watson Architects	Construction Documents 90%	\$11,081.25
5/19/2014	Best Best & Krieger	Legal School Facilities Project	\$352.50
7/18/2014	Best Best & Krieger	Legal School Facilities Project	\$70.50
Total Prior Year Expenditures			\$404,892.50
TOTAL EXPENDITURES-All Fiscal Years			\$451,615.13

Dehesa School District
Capital Facilities Funds 25-19

2/5/2015

Date		Amount	
7/1/2014	Beginning Fund Balance	\$180,620.56	
	Interest	\$220.95	
	Developer Fees	\$2,169.60	
	Collections from Negotiated Agreements	\$166,666.60	
Payment Date	Service Provider	Services Performed	Amount
8/14/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, July	\$4,606.56
9/12/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, August 2014	\$4,641.12
12/9/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, September 2014	\$4,843.93
12/9/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, October 2014	\$4,591.84
12/22/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, November 2014	\$1,552.64
TOTAL FUNDS AVAILABLE AS OF 1/6/14			\$329,441.62

Prior Year Project Expenditures			
9/8/2011	Apple Computers		\$34,216.51
9/30/2011	G Wayne Oetken & Assoc		\$5,023.31
11/7/2011	G Wayne Oetken & Assoc		\$63.70
11/18/2011	G Wayne Oetken & Assoc		\$1,507.96
1/12/2012	Apple Computers	Reverse Payment	-\$1,763.82
1/23/2012	G Wayne Oetken & Assoc	Retainer Fee (Agreement 2) Schematic Drawing & Cost Analysis	\$6,000.00
3/8/2012	Sprotte Watson Architects		\$3,200.00
3/8/2012	Sprotte Watson Architects	Schematic Drawings and Cost Estimates (25% of total cost)	\$3,058.85
3/8/2012	Cherry Engineering	Engineering Services for Schematic Drawings	\$5,300.00
3/21/2012	G Wayne Oetken & Assoc	Reimbursement for expenses (Sacramento Trip OPSC)	\$579.23
3/21/2012	G Wayne Oetken & Assoc	Coordination of Schematic Drawings (Completion of Agreement 2)	\$5,200.00
3/21/2012	G Wayne Oetken & Assoc	Analysis of State School Building Program Eligibility (Comp of Agree 1)	\$1,500.00
4/6/2012	Sprotte Watson Architects	Schematic Drawings and Cost Estimates (Final Pmt)	\$3,200.00
4/30/2012	G Wayne Oetken & Assoc	Expenses	\$80.48
6/22/2012	ESFG		\$616.40
7/13/2012	G Wayne Oetken & Assoc	Retainer Fee/State School Building Program (Agreement 3)	\$5,000.00
7/13/2012	Standard and Poors	Bond Rating	\$7,900.00
7/20/2012	Sprotte Watson Architects	Reimburse for Expenditures	\$234.25
7/20/2012	Standard and Poors	Partial Reimbursement of Rating Fees	-\$5,080.72
8/10/2012	Raceway		\$4,375.00
8/24/2012	Raceway		\$9,263.25
8/24/2012	Raceway		\$12,285.33
8/24/2012	Sprotte Watson Architects		\$3,200.00
9/27/2012	Raceway		\$2,050.00
9/28/2012	Sprotte Watson Architects	Fees/Schematic Design Study	\$2,560.00
10/11/2012	RCF, 8-27-12 Meter Panel		\$2,493.59
10/19/2012	SD County Registrar of Voters	Election Costs for Prop D	\$896.00
10/27/2012	G Wayne Oetken & Assoc	Retainer Fee (Agreement 4) RFQ Process	\$3,200.00
11/19/2012	Sprotte Watson Architects	Architectural Fees	\$640.00
12/7/2012	G Wayne Oetken & Assoc	Completion of Relief Grant Eligibility Form	\$5,000.00

4/26/2013	County of San Diego	Warrant misfiled, description pending	\$4,869.00
6/14/2013	Sprotte Watson Architects	Geotechnical Engineering Services	\$4,576.40
6/25/2013	EFSG		\$576.20
6/30/2013	G Wayne Oetken & Assoc	Completion of RFQ Process	\$3,200.00
6/30/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, June	\$5,085.41
8/7/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, July	\$4,519.21
9/2/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, August	\$4,637.93
10/2/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, September	\$4,500.00
10/24/2013	Sprotte Watson Architects	Locate stake and evaluate levels of existing septic system	\$2,000.00
11/8/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, October	\$4,500.00
12/5/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, November	\$4,500.00
12/16/2013	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, December	\$4,500.00
2/19/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, January	\$4,552.08
3/10/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, February	\$4,583.44
4/8/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, March	\$4,552.08
5/12/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, April	\$4,515.12
7/11/2014	G Wayne Oetken & Assoc	Consulting Services School Facilities Project, June	\$4,515.12
Total Prior Year Expenditures			\$191,981.31
TOTAL EXPENDITURES-All Fiscal Years			\$212,217.40

2013-14 Comparison of Instructional Minutes

District	DAYS	K	1	2	3	4	5	6	7	8
Alpine	175	47,440	47,440	51,240	51,240	53,655	53,655	59,185	59,185	59,185
Cajon Valley	180	57,960	54,360	54,360	55,260	54,540	54,540	54,540	64,625	64,625
Dehesa	181	59,633	56,013	56,013	55,833	55,833	55,833	59,633	59,633	59,633
La Mesa-Spring Valley	176	52,970	52,970	52,970	52,970	52,970	52,970	52,970	61,175	61,175
Lakeside	178	52,409	52,524	52,524	52,524	52,524	52,524	56,236	56,236	56,236
Lemon Grove	180	57,097	56,196	56,196	56,196	56,196	56,196	56,196	62,175	62,175
Santee	180	52,650	52,650	52,650	52,650	57,174	57,174	57,174	59,874	59,874

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Janet Wilson

From: Janet Wilson

Subject: Statement of Economic
Interest – Form 700 filing

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background/Report:

Annual filing of 700 forms is required for public officials to ensure no financial conflicts of interests occur.

For your convenience, a form, patterned after your last year's report has been created. Forms will be distributed at the meeting for your perusal. If correct, you may sign at that time or take it home and make changes. All forms must be submitted together, by the district, and received by the Clerk of the County Board of Supervisors no later than April 1, 2015.

Do not hesitate to call if you have any questions.

Financial Impact:

N/A

Student Impact:

N/A

Agenda Item #:VI.B.2

DEHESA SCHOOL DISTRICT

To: Members of the Board

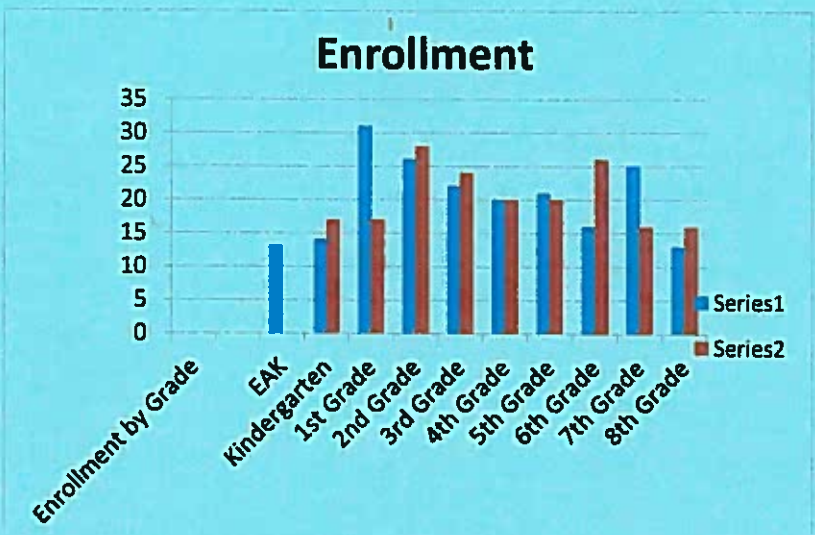
From: Janet Wilson

Subject: Dehesa School Enrollment

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Enrollment by Grade			Enrollment by Teacher		
	2013/14	2014/15		2013/14	2014/15
EAK	13	8	Kjono	13	8
Kindergarten	14	18	Hauer	14	0
1st Grade	31	18	Wiley	14	18
2nd Grade	26	29	Smith	17	0
3rd Grade	22	22	Blakey	19	24
4th Grade	20	20	Van	15	22
5th Grade	21	20	Perez	12	18
6th Grade	16	25	Alex	18	21
7th Grade	25	17	Ripke	20	18
8th Grade	13	14	Shea	5	6
Total	201	190	Schneider	16	24
			Griggs	25	17
			Pallitto	12	14
			Total	201	190



**Agenda Item
#:VI.B.3**

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Janet Wilson

Subject: Superintendent's
Priority Areas and Key
Activities

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Each year the superintendent submits the Superintendent's Priority Areas and Key Activities to serve as the strategic plan to accomplish the Dehesa School District's Board Adopted Mission and Goals.

Report:

These goals are broad and have been recrafted to include Common Core, CAASPP, and other new key state and federal concepts.

Financial Impact:

There is no direct financial impact in adopting these goals. The financial impact is in the implementation of goals such as in technology, professional development, instructional materials adoption, and other goal areas.

Student Impact:

Students benefit from having well defined goals and improvement areas that address not only learning, but parent involvement, well maintained facilities, and a dynamic instructional program that focuses not only overall success, but ensures the success of each child.

Recommendation:

This is presented as an information item at this time. The superintendent is requesting suggestions to improve this document and also to ensure that all of the Governing Board's Mission and Goals are included in our District Strategic Plan. This will serve as direction for the new superintendent/principal for the 2015-16 school year.

Agenda Item #: V.C.b

Our Belief Statements

We believe....

- ❖ a safe, secure environment fosters relaxed, confident, and happy learners.
- ❖ consistency and fairness creates equality.
- ❖ respect, kindness, honesty, and integrity build trust, and friendship.
- ❖ striving to produce quality work with attention to detail leads to success.
- ❖ challenging a child's mind enables him/her to achieve their greatest potential.
- ❖ a genuinely caring staff creates opportunities for all children to learn.



DEHESA SCHOOL DISTRICT
**BOARD OF
EDUCATION**

Cindy White
Board President

Jeff Royal
Vice President

Derek Voth
Clerk of the Board

Christina Becker

Karl Becker

**SUPERINTENDENT
/PRINCIPAL**
Janet Wilson



DEHESA SCHOOL DISTRICT

Superintendent
Priority Areas & Key Activities

2014-15

To Accomplish the Board
Adopted

MISSION AND GOALS

Our Mission Statement

*Dehesa School provides
a challenging curriculum
in a supportive,
family-oriented,
country environment.*

*It equips each student to excel
academically, socially, emotionally, and
culturally
in a competitive world
as a lifelong learner.*

Our Overarching Goal:

The Dehesa School District will become a high performance district in which all students reach their potential.

In order to accomplish this we will focus on the implementation of NO EXCUSES UNIVERSITY.

GOAL 1: TEACHING and LEARNING

Objective 1: Monitor the academic achievement of all students to ensure students are making academic progress and are reaching proficiency on state standards.

1.0 NO EXCUSES UNIVERSITY

Implement all of the Six Exceptional Systems:

- 1.1 Establish a Culture of Academic Achievement
 - 1.1.1 Honor Roll
 - 1.1.2 Increased Expectations for all students.
- 1.2 Collaboration
 - 1.2.1 Weekly NEU meetings, biweekly collaboration meetings & monthly minimum days.

1.3 Standards Alignment

- 1.3.1 Teachers will attend professional development in mathematics for implementing Common Core

1.4 Assessment

- 1.4.1 Continue NWEA MAP testing K – 8
- 1.4.2 Begin CAASPP State Assessment 3 – 8

1.5 Data Analysis

- 1.5.1 Analyze and compare MAP Data at monthly minimum day sessions.

1.6 Interventions

- 1.6.1 Provide interventions in all classrooms via instructional aides and/or technology.
- 1.6.2 Provide RTI for K - 3

Objective 2: Ensure all students have access to powerful curriculum and learning opportunities.

- 2.1 Common Core
 - 2.1.A Implement Common Core Mathematics.

- 2.1.B Implement project based and powerful learning experiences.

Objective 3: Build strong character.

3.1 Character Education

- 3.1.A Continue implementing Covey's *The 7 Habits of Happy Kids & Highly Effective Teens*.
- 3.1.B Continue Character Counts weekly Character Awards Assembly.

Objective 4: State of the art technology to support and enhance their learning and teaching.

4.1 Technology

- 4.1.A Continue to implement a 1:1 device program in all grades
- 4.1.B Continue an iPad/Goal Setting Program for our Title VII Indian Education Act Grant in partnership with Sycuan Learning Center.
- 4.1.C Implement an iPad Program using apps as a way of providing Response to Intervention for students

Objective 5: Expand the GATE Program

5.1 GATE Opportunities

- 5.1.A Provide integrated curriculum opportunities for GATE students during the day and an afterschool program for 3 – 5.
- 5.1.C Participate in SDCOE Science Field Day & Spelling Bee, Fantasy Baseball, and more.

GOAL 2: COMMUNICATION

Objective: To improve the communication for all staff, students, and parents.

2.1 Staff

- 2.1.A Ongoing teacher meetings, team meetings, NEU meetings, e-mails, notes, and curriculum and coaching conversations.

2.2 Students

- 2.2.A Goal talks, certificates, positive phone calls, informal conversations and awards.

2.3 Parents

- 2.3.A Continue Connect-Ed, newsletters, REMIND, conferences, & Parents Club.
- 2.3.B Improve the website, provide better parent access to e-mail, grades, and class websites.

2.4 Community

- 2.4.A Collaborate with Sycuan Learning Center
- 2.4.B Attend Dehesa Community Meetings

2.5 Charter Schools

- 1.5.A Weekly communication with our six charters via e-mails, phone & site visits.

GOAL 3: PARENT & COMMUNITY INVOLVEMENT

Objective: Increase the level of parent and community involvement.

3.1 Parent & Community

- 3.1.A Collaborate with Parents Club to plan community activities.
- 3.1.B Partner with Sycuan to provide authentic learning for our students studying Native American culture & Native American Day.

GOAL 4: FACILITIES & CONSTRUCTION

Objective 1: To work with our consultant to ensure facilities are completed for students.

4.1 Deferred Maintenance

- 4.1.A. Ensure the building is being maintained as needed including HVAC, septic, and other critical areas.

4.2 Building Needs

- 4.2.A Work with consultant through building phase.

Objective 2: To create a model middle school.

5.1 Middle School

- 5.1.A Improve the 6 – 8 middle school curriculum and instruction.
- 5.1.B Improve PE Program with an Instructional Aide Coach, new equipment, & Sycuan Facilities.

GOAL 6: FISCAL RESPONSIBILITY

Objective: To ensure Dehesa School District is fiscally sound during the economic challenges.

GOAL 7: HUMAN RESOURCES

Objective: To ensure Dehesa School District has highly qualified personnel and to specifically hire a new business manager.

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Janet Wilson

Subject: Resolution 2015-2-1
and the School
Facilities Project

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

BACKGROUND INFORMATION:

At its previous meetings, the Board approved the use of the Lease-Lease Back ("LLB") construction delivery method for the Dehesa Elementary School New Classroom Building(s) project (the "Project") which will consist of one or more phases and components. Phase I consists of the construction of one two-story, classroom building (approximately 10,000 SF) consisting of five standard classrooms, one science lab, student restrooms, boys and girls changing areas for physical education, support spaces and related site improvements and infrastructure upgrades. The second floor of the building will serve the middle school students and shall have a direct access to the upper level of the site. The building is primarily wood construction with some steel and masonry components. Infrastructure upgrades include, but are not limited to, improvements to or replacement of the existing septic system to meet anticipated loading and current code requirements, fire water distribution upgrades for building sprinklers and/or hydrants, electrical power upgrades and low voltage upgrades (such as fire alarm systems). Selected grading and infrastructure upgrades, associated with the future construction of a five (5) classroom single-story building, are also included in the scope of work.

Pursuant to Education Code section 17406, the LLB process provides an exception to the traditional Design-Bid-Build method by allowing the District, without advertising for bids, to lease a piece of property/school owned by the District, to a construction firm, in exchange for the construction of school facilities. In short, this method allows the District to select a contractor for the construction of the Project based on factors other than price alone, thereby providing the District with the ability to consider qualifications and past experience as well as exercise additional control over Project cost issues.

Agenda Item #: VII.C.1-2.d

Based on the Board's previous approval of the LLB methodology for the Project, District staff and consultants conducted a prequalification and RFP/RFQ process, which was completed in the fall of 2014. Based on the evaluation committee's review of the RFP/RFQ responses, District staff and consultants now recommend proceeding with award of a LLB construction contract for Phase I of the Project to **West Coast Air Conditioning Co., Inc.** (the "Contractor"). Staff recommends award to the Contractor because Contractor has successfully undertaken and completed LLB construction and remodeling efforts on other school facilities projects for local school districts, and has also performed work for the District. These projects have been accomplished smoothly, timely, and within budget. The quality of the firm's work, combined with their staff's eagerness to perform, makes them the staff's recommended choice for this Project.

In addition, the Contractor has already completed certain pre-construction professional services for the District for the Project, including, but not limited to value engineering and constructability reviews. All of these attributes will be critical to the success of the Project given the District's tight timeline and budget for completing the Project as well as the potential funding issues for the Project which may require the District to proceed with the Project in phases.

At this time, staff has completed preliminary negotiations with the Contractor for the approval and execution of the LLB contract documents, which are attached to the Resolution and consist of the following:

- 1) Site Lease – pursuant to which the Contractor leases the Site from the District.
- 2) Sublease – pursuant to which District leases back the Site from the Contractor in exchange for lease payments (and potentially prepayments) to finance the cost of the construction.
- 3) Construction Services Agreement – which contains the required public works terms and conditions governing the construction of the Project.

As described in these LLB contract documents, the Contractor has agreed to a preliminary Guaranteed Maximum Price ("GMP") for Phase I of the Project of approximately \$3,911,808.00 has been established. Upon final approval of the plans and specifications by the Division of the State Architect, the District, which was recently obtained, the LLB Contractor is in the process of soliciting competitive bids for all of the sub-trades necessary to complete the Project pursuant to an open book process the District may participate in. Upon acceptance and approval of all sub-trade prices and contractors, the District may bring back to the Board a first amendment to the LLB contract documents for the Board to establish the final GMP for Phase I of the Project.

Resolution No. 2015-2-1 will also authorize the Superintendent, or his designee, to finalize and execute the above-described Agreements, as well as commence the validation action, as appropriate, in coordination with Best Best & Krieger LLP, legal counsel to the District.

COST IMPLICATIONS: See Attached

RECOMMENDATION:

APPROVE Resolution No. 2015-2-1 Approving the Execution and Delivery of the Site Lease, Sublease, and Construction Services Agreement For Phase I Of The New Classroom Building(s) Project.

APPROVED FOR PRESENTATION TO THE GOVERNING BOARD: February 19, 2015.

DEHESA SCHOOL DISTRICT

RESOLUTION NO. 2015-2-1

RESOLUTION OF THE BOARD OF TRUSTEES OF THE DEHESA SCHOOL DISTRICT APPROVING THE SITE LEASE, SUBLEASE, AND CONSTRUCTION SERVICES AGREEMENT PROVIDED FOR PHASE I OF THE DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT

WHEREAS, the Board of Trustees ("Board") of the **DEHESA SCHOOL DISTRICT** (the "District") has determined that it is necessary to provide for the modernization of the **DEHESA ELEMENTARY SCHOOL** and construction of Phase I of the New Classroom Building(s) (the "Project"); and

WHEREAS, Education Code section 17406 provides that a school district may let, without advertising for bids, any real property that belongs to the district if the lease agreement requires construction of improvements to the property and provides that title to such improvements shall vest in the district at the expiration of the term; and

WHEREAS, Education Code section 17402 permits a school district to enter into a lease or agreement pursuant to Education Code section 17406 if it "owns a site or if it has an option on a site" that allows the district to purchase the site; and

WHEREAS, the District owns the existing Dehesa Elementary School site located at 4612 Dehesa Road, El Cajon, California 92019-2922 (the "Property"), and Property is available for the Project; and

WHEREAS, the Board has determined that it is in the best interest of the District to undertake construction of the Project pursuant to a lease-lease back arrangement, authorized by Section 17406 of the Education Code, providing for the construction of such improvements during the term of the lease; and

WHEREAS, District staff and **WEST COAST AIR CONDITIONING CO., INC.** ("Contractor") have negotiated terms and conditions now reflected in a Site Lease, a Sublease, and a Construction Services Agreement (collectively, "Agreements"), each attached to this Resolution and incorporated herein by reference, in order to effectuate the Project, for a preliminary guaranteed maximum price of approximately **THREE MILLION NINE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED EIGHT AND NO/100 DOLLARS (\$3,911,808.00)** and

WHEREAS, the Board has determined that it is in the best interest of the District, in part, to use bond proceeds to finance the Project; and

WHEREAS, the Board wishes to approve such Agreements in substantially the form now existing, and to authorize the Superintendent to work with staff and legal counsel to finalize and execute such Agreements, and issue the notice to proceed as specified in the Agreements, in accordance with the requirements set forth herein.

NOW, THEREFORE, the Board of the Dehesa School District does hereby resolve as follows:

1. The following Agreements are approved in substantially the form now existing:
 - a. "Site Lease between the Dehesa School District and Contractor," attached hereto and incorporated herein by reference.
 - b. "Sublease Agreement between the Dehesa School District and Contractor" attached hereto and incorporated herein by reference.
 - c. "Construction Services Agreement for the Project between the Dehesa School District and Contractor" attached hereto and incorporated herein by reference.
2. The Superintendent is authorized to finalize and execute said Agreements in substantially the form now existing for a preliminary guaranteed maximum price of **\$3,911,808.00**, subject to such additions thereto or modifications thereto as the Superintendent may deem in the best interest of the District following review by and consultation with Best Best & Krieger LLP, counsel to the District.
3. The Superintendent, or her designee, is authorized to initiate validation proceedings, as appropriate, in coordination with Best Best & Krieger LLP, legal counsel to the District.
4. Authorize the Superintendent to issue the notice to proceed as specified in the Agreements, as applicable.

APPROVED THIS 19 day of February, 2015, by the following vote:

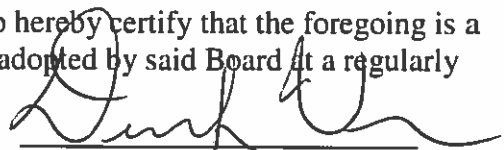
AYES:Cynthia White, Jeff Royal, Karl Becker, Derek Voth, Christina Becker

NOES: None

ABSENT: None

ABSTAIN: None

I, Derek Voth, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.



Clerk of the Governing Board

**CONSTRUCTION SERVICES AGREEMENT
FOR PHASE I OF THE
DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDINGS(S) PROJECT**

Dated as of February 20, 2015

Between The

DEHESA SCHOOL DISTRICT

and

WEST COAST AIR CONDITIONING CO., INC.

**CONSTRUCTION SERVICES AGREEMENT
FOR
DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT**

This Construction Services Agreement is made this 20th day of February, 2015, by and between the **DEHESA SCHOOL DISTRICT**, a California School District organized and existing under the laws of the State of California (the "District"), and **WEST COAST AIR CONDITIONING CO., INC.** ("Contractor").

RECITALS

WHEREAS, the District intends on using proceeds, including but not limited to, a collection of developer fees, local bond funds, and potentially other funding sources for the purpose of financing the construction of school facilities and improvements, including the construction and installation of certain improvements on the existing Dehesa Elementary School site; and

WHEREAS, the District has contracted with Sprotte-Watson Architects (the "Architect") to provide architectural services for the District for the purpose of developing plans and specifications for the modernization of the DEHESA ELEMENTARY SCHOOL and construction of Phase I of the New Classroom Building(s) at the existing school site (the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to assist in modifying the plans and specifications for, and to provide for the construction of, the Project; and

WHEREAS, after soliciting proposals for construction services for the Project, the District has selected Contractor as the firm best qualified to meet the needs of the District in providing such construction services for the Project; and

WHEREAS, California Education Code section 17406 permits the governing board of a school the District, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school the District, during the term of the lease, and provides that title to that building shall vest in the school the District at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor the Site, and improvements thereon, as described in Exhibit "A" of the Site Lease (the "Site") in order for Contractor to construct improvements to the Project; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments and may make Sublease Prepayments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at the expiration of the Lease and Sublease terms, title in the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations prior to the construction of the Project and the Lease of the Project back to the District; and

WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the District and Contractor agree as follows:

SECTION 1 CONTRACTOR'S DUTIES AND STATUS

Contractor accepts the contractual relationship established between it and the District by this Construction Services Agreement, and Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents for the Project, as defined in Section 2(D) for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration and superintendence and to attempt to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Section 2 (A) and (D), below.

SECTION 2 DEFINITIONS

- A. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- B. **"Construction" or "Construction Services"** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8 and Exhibit "A." Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Project shown on the drawings and described in the Construction Documents for the Project as defined in Section 2 (D), which are described and/or set forth in Exhibit "A."
- C. **"Construction Costs"** means any and all costs incurred by Contractor including, but not limited to, costs for labor, materials, equipment and general conditions with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, Contractors' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by Contractor with respect to the Property, administrative and other expenses necessary or incident to the Project. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of

additional plans and specifications for Contractor's subcontractors. Construction Costs shall not exceed the Final Guaranteed Maximum Price as defined in Section 2(f) below.

- D. **"Compensation for Design Errors and Omissions"**. The parties agree and acknowledge that it has been Contractor's duty to review the Construction Documents for the Project, as defined below, for value engineering opportunities and for constructability pursuant to a "Pre-Construction Services Agreement" entered into by the District and Contractor, set forth hereto as Exhibit "A-1." Accordingly, the parties agree and acknowledge that there shall be no adjustment to the Final GMP, as defined below, for errors and omissions made by the Architect and its consultants, or any later discovered conditions related thereto, that could have or should have been identified by Contractor during the performance of Contractor's scope of services under the "Pre-Construction Services Agreement." In the event that additional work resulting from discrepancies in the Construction Documents that are due to the Architect's errors and omissions which could not have been identified by Contractor utilizing reasonable due diligence during the pre-construction phase is required, as determined in the District's sole reasonable discretion, the parties hereby agree and acknowledge that Contractor shall be compensated for such services in accordance with the applicable provisions of this Construction Services Agreement.

The parties acknowledge that Contractor is a licensed general contractor, and not a licensed engineer or architect and is therefore not responsible for design errors and omissions, the discovery of which would reasonably require the expertise of a licensed engineer or architect. For purposes of illustration only, and not by way of limitation, Contractor will generally not be responsible for the adequacy of specific technical design elements such as footing designs, wire and switch gear sizes, structural member sizes, connection details/calculations, and HVAC duct and equipment specifications. However, notwithstanding the foregoing, the District is purchasing and Contractor agrees to provide a complete building with all necessary systems and components required for the building to function properly and meet the industry standards and codes with which a reasonably prudent licensed general contractor should be familiar. Contractor and its subcontractors are required to exercise the reasonable professional standard of care of a licensed general contractor in reviewing the contract documents and must supply sufficient quantities of devices, wires, pipes, ducts or other features that are a) reasonably inferable from the contract documents; or b) required to make all systems complete and functional.

- E. **"Construction Documents"** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by the Architect and plans and specifications approved by the District and the Division of the State Architect ("DSA") which show or describe the location, character, dimensions or details of the Project and specifications for construction thereof. **The term "Construction Documents" shall also include the plans and specifications as reduced in scale pursuant to the provisions of the "Pre-Construction Services Agreement" entered into by the District and Contractor.** The District shall provide the Contractor with at least one master set of the Construction Documents.
- F. **"Contract Documents"** means those documents which form the entire Contract by and between the District and Contractor. The Contract Documents consist of this

Construction Services Agreement, including all exhibits and attachments thereto, the Construction Documents, the Site Lease and the Sublease.

- G. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9.
- H. **"Project"** means the improvements and equipment to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- I. **"Site"** means those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit "A" of the Site Lease.
- J. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- K. **"Subcontractor"** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.
- L. **"Sublease"** means the Sublease of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- M. **"Sublease Payment"** means any payment to be made by the District pursuant to Section 7 of the Sublease.
- N. **"Sublease Prepayment"** means any payment to be made by the District pursuant to Section 26 of the Sublease.

SECTION 3 **ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services ("Additional Services" not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4 hereof. In the absence of such written agreement, the District will not compensate Contractor for such work, and the Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions.

SECTION 4

ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- A. The "Estimated GMP" for the Project shall be **\$3,911,808.00**. A complete breakdown of the Estimated GMP is also included as part of Exhibit "A" the Project Description.

The Contractor acknowledges that the Estimated GMP shall be subject to modification when the Construction Documents are finalized ("Final GMP") in the form of a written amendment to this agreement. The District also reserves its right to proceed with the Project components in two or more phases. Any such phasing shall also be memorialized in the written amendment establishing the Final GMP

The Estimated GMP is based upon plans and specifications existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A," and as contemplated to be reduced in scale in accordance with the provisions of the "Pre-Construction Services Agreement" entered into by the District and Contractor, set forth hereto as Exhibit "A-1." Sublease Payments and/or Sublease Prepayments by the District pursuant to the Sublease and Section 22 hereof shall be commensurate with the GMP. The Final GMP shall be subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 9 and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4(B), below. The Estimated GMP includes, and the Final GMP shall include, the cost of all labor, materials, equipment, general conditions, overhead, profit and a contingency fund in an amount to be negotiated upon the finalization of the GMP.

- (1) Contractor and the District hereby create a contingency fund ("Contingency Fund") for the District's benefit which shall originally consist of **Five Percent (5%)**[which consists of a **2% Architect contingency amount plus a 3% Construction contingency**] of the Estimated GMP, subject to further negotiation and amendment as necessary when the Final GMP is established. The Contingency Fund may be increased from any Savings as set forth in Article 6 herein. This Contingency Fund is a line item within the GMP. The Contingency Fund shall be utilized for the payment of: (1) any unforeseen costs which are within the scope of work for the Project; or (2) additional work desired by the District pursuant to Article 9 of these Construction Provisions. Prior to commencing any work which would result in the utilization of the Contingency Fund, the District and Contractor shall agree in writing singularly, or by way of approved construction meeting minutes, upon the cost of such work. In the event that Contractor commences such work without the District and Contractor agreeing upon the cost for such work or mutually acceptable method for determining the cost for such work, Contractor shall, for all purposes, be deemed to have waived any rights to compensation with respect to such work. Any funds remaining in the Contingency Fund after completion of the Project shall be split between the parties, with two-thirds (2/3) remaining with the District and one-third (1/3) being retained by the Contractor.

- B. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Section 9. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP.

SECTION 5 NOTICE TO PROCEED

- A. The District shall issue a notice to the Contractor to proceed with the Project once the District has established the Project components that are to be included in the first phase of the Project as well as the Final GMP for such work. The Contractor shall not, at any time proceed with work on components of the Project not explicitly authorized by the District in either a written amendment to this agreement and/or a written notice to proceed. If the Contractor proceeds with any such work without written authorization by the District, the Contractor shall not be entitled to any compensation for such work.

In addition, the District shall not be obligated to issue the Notice to Proceed if the District has not obtained a final judgment from a court of competent jurisdiction validating the Contract Documents, including but not limited to this Construction Services Agreement, and the Site Lease and the Sublease. In the event a Notice to Proceed for the Project is not issued for the reason set forth in this Section, the District will notify the Contractor in writing of its decision not to issue a Notice to Proceed for the Project, and Contractor shall not be entitled to any compensation for work performed in connection with the services set forth in this Construction Services Agreement. the District may, however, at its election, issue a Notice to Proceed before obtaining final judgment, but in no event shall it issue a Notice to Proceed until the period to file answers by third parties has expired. In the event that a third party files an answer in the validation proceedings the District shall not issue a Notice to Proceed and, in the event a Notice to Proceed has already been issued, the District may opt to terminate this Construction Services Agreement and pay the Contractor pursuant to the provisions of Section 12 (B) herein.

In addition, the District shall not be obligated to issue the Notice to Proceed before the latter of the following events:

- (1) The Date the District's adopted Plans and Specifications for the Project have been approved pursuant to the Field Act, Education Code section 17280 et seq., as the District is statutorily precluded from issuing a Notice to Proceed with construction until the District receives DSA approval of the plans and specifications for the Project.

In the event a Notice to Proceed for the Project is not issued for any of the reasons set forth in this Section, the District will notify the Contractor in writing of its decision not to issue a Notice to Proceed for the Project, and Contractor shall not be entitled to any compensation for work performed in connection with the services set forth in this Construction Services Agreement, except as otherwise provided herein.

SECTION 6 SAVINGS

- A. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. the District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. the District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings.

- B. If Contractor realizes a savings on any aspect of the Project such savings shall be added to the contingency portion of the GMP and shall be expended in a manner consistent with other funds in the contingency portion of the GMP. Contractor shall document all savings on an ongoing Project budget tracking summary and presented to the District at regularly scheduled construction meetings with the District. Any savings, including unspent contingency, realized on the Project will be returned to the District at Project completion.

SECTION 7 **SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will also prequalify all subcontractors subject to Public Contract Code section 20111.6, using the District's standard prequalification package. Contractor will also either solicit bids from subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 et seq., or that it will utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, the Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Section 7(A)(1) below. In the event that the Contractor chooses to select subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from subcontractors for each trade component of the Project, unless the parties otherwise agree in writing on a trade by trade basis. the District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Section 12 below. Subcontracts awarded in excess of one-half of one percent (.5%) shall be afforded all rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4107, et seq. In addition, Contractor shall, at all times, ensure that all subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. Contractor shall provide evidence of such registration information upon request of the District.

(1) DVBE Requirements

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and

expended each year by the District. the District is seeking DVBE participation under this Construction Services Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323 5478 or (916) 322 5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. The Contractor is required, as a material condition of this Construction Services Agreement, to retain documentation of its good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the District regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE contractors; and e) Available DVBEs were considered.

The Contractor shall certify, under penalty of perjury, that it has made a good faith effort was made to include DVBE contractors and suppliers in the Project.

SECTION 8 CONSTRUCTION SCOPE OF WORK

- A. **CPM Master Schedule.** Prior to commencing construction, Contractor shall submit to the District a reasonably detailed CPM (Critical Path Method) Master Schedule for the construction, as set forth in Section 11(E) herein.
- B. **Pre-Construction Orientation/Construction Meetings.** The Contractor, in conjunction with the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Contractor shall also conduct construction and progress meetings with the District Representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, the District and Inspector.
- C. **Budget/Cash Flow Reports.** The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- D. **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including

information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District, and the Architect. the District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District.

- E. **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction Documents, subject to DSA approval and reduction in scope, performing all work set forth in the Scope of Work (Exhibit "A" to this Construction Services Agreement) and shall make reasonable efforts in scheduling to prevent disruption to classes.
- F. **The District Permit and Other Obligations.** It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly to DSA.
- G. **Contractor Permit Obligations.** the District shall pay for all remaining general building permits and ancillary permits and licenses not paid by the District prior to the commencement of this Construction Services Agreement. the District shall also be responsible for arranging and overseeing, all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. Contractor shall be responsible for arranging and overseeing safety procedures and requirements, construction employee training programs which cover among other items, hazardous chemicals and materials.
- H. **Protection.** The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site, including securing and locking all areas with property exposure.
- I. **Nuisance Abatement.** The Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- J. **Site Mitigation and Remediation.** the District shall perform any required Site mitigation or remediation at its sole cost, unless such Site mitigation or remediation is necessitated by any of the conditions described in Section 33 hereof, in which event the provisions of that section shall govern. the District shall be responsible for any asbestos and lead abatement and/or remediation work.
- K. **Utilities.** The Contractor shall perform and pay for all temporary utility hook ups and connections and shall pay for use of utilities during construction, as well as any fees

owed to utility suppliers for connection to existing mainline facilities. Contractor shall be responsible for all utility costs prior to the District's occupancy of the Project.

SECTION 9 EXTRA WORK/MODIFICATIONS

- A. The District may prescribe extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which make strict compliance with the specifications impractical, Contractor shall notify the District of the need for such Extra Work/Modification by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to or deducted from the GMP, as applicable.
- B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of the District, in consultation with the Architect, in one or more of the following ways:
- (1) By acceptable lump sum proposal from Contractor with itemization as required by the District and/or the Architect.
 - (2) By unit prices contained in Contractor's cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between the District and Contractor.
 - (3) By the cost of material and labor and a percentage for the Contractor's construction management fee. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

EXTRA/ (CREDIT)

- | | | |
|-----|---|-------|
| (a) | Material (attach itemized quantity and unit cost plus sales tax) | _____ |
| (b) | Labor including subcontractor's labor and profit/overhead (profit/overhead not to exceed 15%) (attach itemized hours and base rates from identified prevailing wage rate schedules) | _____ |
| (c) | Commercial General Liability and Property Damage Insurance, Workers' | _____ |

Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost.

(d)	Subtotal	_____
(e)	Contractor's profit/overhead not to exceed 5.0% of Item (d) if applicable	_____
(f)	Subtotal	_____
(g)	Bond Premium, not to exceed 1% of Item (f)	_____
(h)	Total	_____

- C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark up for deleted items at the time of the request for the Extra Work/Modification.
- D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY the District, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE the District WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including in the documentation items (B)(3) a-h described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- E. In the event a mutual agreement cannot be reached on the cost of an Extra Work/Modification item, Contractor and the District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed Extra Work/Modification item.
- F. All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- G. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result

of the sole established negligent acts or omissions or willful misconduct of the District, or its subcontractors, principals, agents, servants, or employees.

- H. The term " profit/overhead" for any subcontractors shall be considered to include insurance other than mentioned in Section 9(c) above, field and office supervisors and assistants, watchmen, use of small tools, consumables and general field and home office expenses, and no separate allowance will be made therefor.

SECTION 10 SUBSTITUTION OF AN "OR EQUAL"

- A. For purposes of this provision the term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the plans and specifications.
- B. Pursuant to Public Contract Code section 3400(c) the District **HAS NOT** made a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the Project may be found in Exhibit "B," if applicable.
- C. Unless specifically designated in Exhibit "B," whenever in specifications any material, product, thing or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by Contractor is not, in the opinion of the Architect and the District, substantially equal or better in every respect to that specified, Contractor shall furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with the Contractor.
- D. Contractor shall submit requests together with substantiating data for substitution of any "or equal" material, product, thing, or item as set forth herein. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. the District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. the District has the complete and sole discretion to determine if a material, product, thing, or service is an "or equal" material, product, thing, or service that may be substituted.
- E. For purposes of subdivision (D) above, data required to substantiate requests for substitutions of an "or equal" material, product, thing, or service data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, product, thing, or service and substantiates that it is an "or equal" to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the

cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, product, thing, or service will reduce or increase the GMP. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Architect is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to the Contractor's failure to submit a complete package initially.

- F. Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (D). Further, the Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- G. In event Contractor furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by Contractor.
- H. Contractor hereby agrees to notify its subcontractors of the requirements set forth in this Section 10 and shall require any and all subcontractors to submit requests together with substantiating data for substitution of any "or equal" material, product, thing or service no later than 35 days after the award of the subcontract.

SECTION 11 TIME OF COMPLETION

- A. Once the District has issued a Notice to Proceed, Contractor shall proceed with the Construction of the Project with reasonable diligence. Contractor agrees that the Project will be substantially completed within the number of calendar days specified in the District's Notice to Proceed pursuant to the provisions of Section 5, above, as said time may be extended for such periods of time as Contractor is prevented from proceeding with or completing the Project for any cause described in this Section 11, or as otherwise agreed to in writing by the District and Contractor. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum per day, in the amount specified in the Notice to Proceed, for each calendar day of delay until work is substantially completed and accepted. Contractor and its surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained by the District to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or its sureties, who will pay said balance forthwith.
- B. In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of the District or of any employee, agent or tenant of the District, by any separate contractor employed by the District, by changes or alterations in the Project not caused by any fault or omission by Contractor, by strikes, by lockouts, by fire, by embargoes, by windstorm, by flood, by earthquake, by acts of war or God, by changes in public laws, regulations or ordinances enacted after the date of execution of this

Construction Services Agreement by acts of public officials not caused by any fault or omission of Contractor, by an inability to obtain materials or equipment not caused by any act or omission of Contractor, or by any other cause beyond the reasonable control of Contractor, the aforesaid date for substantial completion of the Project shall be extended for a period commensurate with the delay. Contractor shall not be charged liquidated damages because of such delays in completion of work or delays otherwise due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.

- C. The term "substantially completed" or "substantial completion" as used herein shall mean completed in such fashion as to enable the District, upon performance of any separate work to be done by the District under separate contract or by day labor, beneficially to occupy the Project and to commence operation therein, provided such occupancy and use does not substantially interfere with Contractor's performance of the remainder of the work, as agreed upon between the Contractor and the District, which may be accomplished prior to the completion of the work.
- D. The term "Fully Completed and Accepted," as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.
- E. Within five (5) business days after the District's delivery of a Notice to Proceed for the Project, Contractor shall furnish the District with a reasonably detailed CPM (Critical Path) Schedule, setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to this Construction Services Agreement (the "Time Schedule"). The Contractor shall submit the master schedule to the District for acceptance and update the master schedule as appropriate on at least a monthly basis. The Contractor shall incorporate the activities of Contractors on the Project and delivery of products requiring long lead time procurement. The Contractor shall also include the District's occupancy requirements showing portions of the Projects having occupancy priority. The Contractor shall be responsible for providing the District with a Schedule of Values within ten (10) working days of the District's issuance of a Notice to Proceed, which will be updated as needed. It is specifically understood that the District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Sublease Prepayments under the Sublease shall be conditioned upon completion of various aspects of the Project as determined by the District's Inspector pursuant to the Time Schedule and the Schedule of Values.
- F. The Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the District and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the work on the project discovers any existing main or trunkline utility

facilities not identified by the public agency (the District) in the contract plans or specifications, he shall immediately notify the public agency (the District) and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9 hereof.

SECTION 12 TERMINATION OF AGREEMENT

A. Termination for Breach.

- (1) If the Contractor refuses or fails to prosecute the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- (2) In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) calendar days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) calendar days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
- (3) In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the

District necessitated by the District securing an alternate performance pursuant to this Section 12.

B. Termination for Convenience.

- (1) The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
- (2) The Contractor shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.
- (3) After receipt of Notice of Termination, and except as directed by the District's representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop work as specified in the Notice of Termination.
 - b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
 - f. Submit to the District's Representative, within ten (10) calendar days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) calendar days after the effective date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

- (4) Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.
- (5) In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts:
 - a. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
 - b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed Two percent (2%) costs. In no event shall the total amount exceed GMP.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 12.

C. **Termination of Agreement by Contractor.**

- (1) The Contractor may terminate the Construction Services Agreement upon ten (10) working days written notice to the District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive calendar days through no fault or negligence of the Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from the District within this time period; or (2) the District should fail to pay the Contractor any substantial sums due it in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) the District shall elect not to appropriate funds and/or elect not to make two (2) successive Sublease Prepayments following the receipt by the District or a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment submitted pursuant to Section 26 (A) of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for work performed on the Project as of the date of termination.

SECTION 13 **PERSONNEL ASSIGNMENT**

- A. Contractor shall assign David Dudley as the Project Executive, John Kreuger as the Project Manager, and Joel Dietmeyer as the Project Superintendent for the Project. So long as the above described personnel remain in the employ of the Contractor, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace any such personnel for the Project with a replacement with like qualifications and experience, subject to the prior written consent

of the District, which consent shall not be unreasonably withheld. Any violation of the terms and provisions of this Section 13 (A) shall entitle the District to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 12.

- B. Notwithstanding the foregoing provisions of Section 13 (A), above, if any Contractor personnel prove not to be satisfactory to the District, upon written notice from the District to the Contractor such person shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures:
- (1) Within five (5) business days after receipt of a notice from the District requesting the replacement of any Project Manager/Superintendent or promptly following the discovery by the Contractor that any Project Manager/Superintendent is leaving the employ of the Contractor, as the case may be, the Contractor shall provide the District with the name of an acceptable replacement/substitution (together with such person's resume and other information regarding such person's experience and qualifications). The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. In the event that the District and Contractor cannot agree as to the substitution of replacement Project Manager/Superintendent, the District shall be entitled to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 12.

SECTION 14 MAINTENANCE OF RECORDS; AUDIT.

- A. The Contractor, and any subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the construction of the Project, and for four (4) years following the termination of the term of the last Document, the Contractor, and any subcontractors, shall retain such data and records. During construction of the Project, the Contractor shall make available all requested data and records at reasonable locations within the County of San Diego, at any time during normal business hours, and as often as the District deems necessary. If records are not made available within the County of San Diego during the construction of the Project, the Contractor shall pay the District's travel costs to the location where the records are maintained. Upon completion of the construction of the Project, Contractor shall provide the District with one (1) complete copy of all books, records and accounts of all financial transactions in the course of its activities and operations related to the Project, including but not limited to sales slips, invoices, payrolls, personnel records, requests for subcontractor payment and other data relating to all matters covered by the Contract Documents. Failure to make requested records available for audit by the date requested will result in immediate termination of this Construction Services Agreement.
- B. At its own cost, the District shall have the right to review and audit, upon reasonably notice, the books and records of the Contractor concerning any monies associated with the Project. This right does not extend to books and records that do not, in any way, relate to or concern the accounting of monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the

Contractor or the District. In the event the independent auditor determines that savings realized during the prosecution and progress of the Project were not added to the contingency portion of the GMP, as provided for in Section 6 of this Construction Services Agreement, the District shall be entitled deduct such the amount of such savings from the next Sublease Payment due or next requested Sublease Prepayments, as applicable, under the provisions of the Sublease between the District and Contractor. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 36 of this Construction Services Agreement.

SECTION 15 LABOR COMPLIANCE/SB 854

- A. The Contractor acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by the Department of Industrial Relations ("DIR"). The Contractor shall, at no additional cost to the District, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. Consultant shall work with the District, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR.
- B. The Contractor shall include the requirements of provision (A) in all subcontracts and require subcontractors to comply with these provisions at no additional cost to the District.

SECTION 16 PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Construction Services Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. When determining GMP, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

- B. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two-Hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- C. As a further material part of this Construction Services Agreement, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the Prevailing Wage Laws. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

SECTION 17 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

SECTION 18 EMPLOYMENT OF APPRENTICES

- A. The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under it. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

SECTION 19 HOURS OF WORK

- A. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- B. Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 9, Extra Work/Modifications.

SECTION 20 PAYROLL RECORDS

- A. Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- B. The payroll records enumerated above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated above shall be made available for inspection or furnished upon request as required by Labor Code section 1771.7 to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated above shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to Paragraph (2), the requesting party shall, prior to being provided the records,

reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- D. Each Contractor shall file a certified copy of the records enumerated above with the entity that requested such records within ten (10) calendar days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.
- F. The Contractor shall inform the District of the location of the records enumerated above, including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
- G. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the District, forfeit Twenty five Dollars (\$100.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from Sublease Payments then due or from any Sublease Prepayment, as applicable.

SECTION 21 **BONDING REQUIREMENTS**

The Contractor shall provide the following bonds:

- A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by Contractor for the Project within five (5) working days after the District has issued a Notice to Proceed for the Project. The Payment Bond shall be for One Hundred Percent (100%) of the Final GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by the Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "C." In the event the Final GMP is increased in accordance with the provisions set forth in Section 9 above, the Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure section 995.120 and is theorized by the State of California.

- B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by Contractor for the Project within five (5) working days after the District has issued a Notice to Proceed on the Project. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the Final GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form attached hereto and shall be maintained by the Contractor in full force and effect until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 9 above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure section 995.120 and is authorized by the State of California.
- C. The bonds required by this Section shall meet the following criteria:
- (1) Each bond shall be signed by both the Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
 - (2) Should any bond become insufficient, the Contractor shall renew or amend the bond within ten (10) calendar days after receiving notice from the District.
 - (3) Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by the District.
 - (4) Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.
- D. Contractor is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by Contractor at its discretion. Any bonds required by this subsection shall comply with the requirements set forth above in Section 21 (A)-(C).

SECTION 22 SUBLEASE PAYMENTS AND RETENTION

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement. the District shall pay the Contractor monthly Sublease Payments pursuant to the Sublease. the District may also pay Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 26 of the Sublease and this Section 22, which terms and conditions include the five percent (5%) deduction for retention, described in Section 26 of the Sublease (the "Retention"). However, at any time after fifty percent of the work has been completed, if the governing board of the District finds that satisfactory progress is being made, it may make any of the remaining Sublease Prepayments in full,

without withholding retention. The District shall retain and release such retention pursuant to Public Contract Code sections 7107 and 9203, as those sections may be amended from time to time. Provided, however, prior to, and as a condition precedent for the release of retention, the Contractor shall provide the District with written documentation identifying the amount paid to certified DVBE contractors and suppliers in performance of the Project and provide a copy of the DVBE Certification Letter issued by OSBCR for each DVBE. This documentation will be used by the District to evaluate its success in meeting its DVBE participation goal. In no event shall the sum of the Sublease Payments, Sublease Prepayments and retention exceed the Final GMP.

SECTION 23 CORRECTION OF WORK: WARRANTY

Neither final payment under the Sublease nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) working days upon receiving notification from the District, to remedy, repair or replace, without cost to the District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) year after the date of substantial completion of the Project, as defined in Section 11 herein. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to the District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

SECTION 24 ASSIGNMENT OF ANTI TRUST CLAIMS

The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Payment to Contractor under the Sublease, without further acknowledgment by the parties, or upon termination of the Contract Documents.

SECTION 25 PROTECTION OF PERSONS AND PROPERTY

- A. 1. By execution of this Construction Services Construction Services Agreement, Contractor acknowledges that Contractor, its employees and subcontractors are required to comply with the fingerprinting requirements set forth in Education Code section 45125.1. However, in lieu of complying with Section 45125.1, Contractor may comply with the provisions of Education Code section 45125.2 which requires that the Contractor, at its own expense (1) install a physical barrier to limit contact with students by Contractor, Contractor's employees and subcontractors, or (2) provide for the continuous supervision and monitoring of the Contractor, Contractor's employees and subcontractors by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (3) provide for the surveillance of the Contractor, Contractor's employees and subcontractors by a the District employee.
- 2. In the event the District determines, based on the totality of the circumstances, that the Contractor, Contractor's employees and subcontractors will have only limited contact with pupils, Contractor shall, at its own expense be subject to the following preventative measures: (1) Contractor, Contractor's employees and subcontractors shall check in with the school office each day immediately upon arriving at the Project Site; (2) Contractor, Contractor's employees and subcontractors shall inform school office staff of their proposed activities and location at the Project Site; (3) Once at such location Contractor and/or Contractor's employees and subcontractors shall not change locations without contacting the school office; (4) Contractor, Contractor's employees and subcontractors shall not use student restroom facilities; and (5) If Contractor, Contractor's employees and subcontractors find themselves alone with a student, Contractor, Contractor's employees and subcontractors shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
- B. Prior to, and as a condition to commencement of Contractors performance under this Construction Services Agreement, Contractor shall complete the Fingerprint Certification attached to hereto as Exhibit "D," and by this reference incorporated herein.
- C. Contractor shall at all times enforce orderly and disciplined conduct among those performing work on the Project and shall not employ on the work any unfit person not skilled in the task assigned to him, except as provided in Section 18 hereof.
- D. Contractor, in performing the work, shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and shall promulgate safety regulations and notify owners and users of adjacent utilities. Contractor shall designate a responsible member of Contractor's organization employed at the Site of the Project whose duty shall be the prevention of accidents. Such person shall be Contractor's Project Manager/ Superintendent unless otherwise designated in writing by Contractor to the District.

- E. In any emergency affecting the safety of persons or property, Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by Contractor on account of such emergency shall be determined by mutual agreement between the District and Contractor.

SECTION 26 INSPECTION OF WORK

- A. the District shall hire its own Division of State Architect Inspector as required by law. the District, the District's representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- B. If the specifications, the District's timely instructions, the Division of the State Architect, or any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give the District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than the District, of the date fixed for such inspection. Inspections by the District shall be promptly made, and, where practicable, shall be at the source of supply. If any work required to be inspected by the specifications, the District's timely instruction or by a public authority should be covered up without the approval or consent of the District, it must, if required by the District, be uncovered for examination at Contractor's expense.
- C. Re examination of questioned work may be ordered by the District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the District shall pay the cost of re examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of the District that the defects in such work were caused by persons or entities other than Contractor or any of its subcontractors or employees.

SECTION 27 SUPERVISION

- A. Contractor shall maintain on site a competent Project Manager/Superintendent and necessary assistants during the work. The Project Manager/Superintendent shall represent Contractor and all directions given to the Project Manager/Superintendent shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 45 hereof and the address listed therein. Replacement of the Project Manager/ Superintendent shall be subject to the provisions of Section 13 above.
- B. Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by contractor and the District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the construction in accordance with such changed drawings and specifications without the consent of the District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be

consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics or integrity of the original specifications of the Project. All changes, including minor and insignificant changes to the extent possible, should be placed on the agenda for regularly scheduled construction meetings between Contractor and the District to ensure that the District is aware of such changes. the District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, Construction Services Agreement completion dates will be extended.

SECTION 28 SEPARATE CONTRACTS

- A. The District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by the District, and the work they provide for shall in no event interfere with the activities of the Contractor on the Project, but if they do, the District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured.

- B. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to the District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

SECTION 29 USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 30 CLEANING UP

Contractor shall at all times keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and at the completion of the Construction, Contractor shall remove from the Site of the Construction all such waste material and rubbish and all tools, scaffolding and surplus materials belonging to Contractor and/or Contractor's subcontractors, laborers or materialmen, it being specifically understood that at the close of construction and prior to

turning over the premises to the District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, unless more exactly specified.

SECTION 31 SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. the District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

SECTION 32 TRENCH SHORING

A. **Trenches Five Feet or More in Depth.** The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

- (1) All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- (2) Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

SECTION 33 HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

- A. Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- (1) Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
 - (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.
- B. The District shall promptly investigate the conditions, and if it finds that the conditions to materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Construction Services Agreement. If asbestos related work or hazardous substance removal is discovered which is not disclosed in the construction documents, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.
- C. In the event that a dispute arises between the District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- D. This Section 33 shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

SECTION 34 INSURANCE

A. Contractor's Insurance Requirements

- (1) The Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement insurance in amounts as specified below.
 - a. Commercial General Liability

- a. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 - (b) Commercial General Liability Insurance must include coverage for the following:
 - (i) Bodily Injury and Property Damage
 - (ii) Personal Injury/Advertising Injury
 - (iii) Premises/Operations Liability
 - (iv) Products/Completed Operations Liability
 - (v) Aggregate Limits that Apply per Project
 - (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (vii) Contractual Liability with respect to this Construction Services Agreement
 - (viii) Broad Form Property Damage
 - (ix) Independent Contractors Coverage
- b. All such policies shall name the District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policy.
- c. The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.

(2) Automobile Liability

- a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies acceptable to the District, in the amount specified below.
- b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- c. The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the District.

- d. All such policies shall name the District, the board and each member of the board, its officers, employees, agents and volunteers as Additional Insureds under the policies.
- (3) Workers' Compensation/Employer's Liability
- a. At all times during the performance of the work under this Construction Services Agreement the Contractor shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below.
 - b. Such insurance shall include an insurer's Waiver of Subrogation in favor of the District and will be in a form and with insurance companies acceptable to the District.
 - c. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.
 - d. Before beginning work, the Contractor shall furnish to the District satisfactory proof that it has taken out for the period covered by the work under this Construction Services Agreement full compensation insurance for all persons employed directly by it or through subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.
 - e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "F" incorporated herein by this reference.
- (4) Builder's Risk "All Risk" Insurance
- a. At all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the entire project which is the subject of the Construction Services Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include the District as Loss Payee.
 - b. Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the Contract; or \$10,000.00 for all risks, except flood. The deductible for flood shall not exceed five percent (5%) of the total amount of the Construction Services Agreement.
 - c. Such policies shall name the District as Loss Payee.

- d. The making of Sublease Payments or Sublease Prepayments to the Contractor shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the work by the District.
- e. The insurer shall waive all rights of subrogation against the District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the District.

B. Minimum Policy Limits Required

The following insurance limits are required for the Contract:

	Combined Single Limit
Commercial General Liability	\$3 Million per occurrence/\$5 Million aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1 Million per occurrence/\$2 Million aggregate for bodily injury and property damage
Employer's Liability	\$1 Million per occurrence
Builder's Risk	Completed value or replacement cost

C. Evidence Required

- (1) Prior to proceeding with construction of the Project, the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

D. Policy Provisions Required

- (1) All policies shall contain a provision for 30 calendar days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.

- (2) All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the District, or any named insureds, shall not be called upon to contribute to any loss.

E. Qualifying Insurers

- (1) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:
 - a. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than a policyholder's rating and a financial rating of not less than A+ (VII) according to the latest Best Key Rating Guide.

F. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Construction Services Agreement including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Construction Services Agreement the Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor, or Sublease Prepayments made by the District.
- (3) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.
- (4) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements)
 - b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.

- c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.
- d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- e. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
- f. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

SECTION 35 HOLD HARMLESS

The District, its Board and each member of the Board, its officers, employees and agents shall not be liable for, and Contractor shall defend, indemnify and hold harmless the District, its Board and each member of the Board, its officers, employees and agents from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character, including attorneys' fees and court costs (herein collectively referred to as "Claims") which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, consultants, architects, engineers, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of the District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify the District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of the District or its agents or employees.

SECTION 36 RESOLUTION OF AGREEMENT CLAIMS

- A. For purposes of this Section, the term "Claim" has the meaning as set forth in Public Contract Code section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines "claim" to mean a separate demand by the Contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.
- B. Notwithstanding any other provision herein, all claims that are equal to or less than Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be resolved pursuant to Public Contract Code section 20104 et seq., as may be amended from time to time, and which provisions are incorporated herein by reference.
- C. For claims not addressed in Section 36 (A) and (B) above, the dispute review process set forth in this subsection (C) shall apply

- (1) The dispute review process set forth in this Section 36 shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator".)
- (2) If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
- (3) The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- (4) A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- (5) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
- (6) Spokespersons shall be limited to the District, Contractor, Subcontractor, and Supplier personnel and their consultants. Contractor, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
- (7) Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- (8) If mediation is unsuccessful, the parties thereafter may, but are not required to , agree to submit the matter to the Administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as

part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

SECTION 37 SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any Retention moneys withheld by the District, pursuant to the Construction Services Agreement and the Sublease, to ensure performance under the Construction Services Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

SECTION 38 TITLE TO WORK

Title to all work completed and in the course of construction paid for by the District and title to all materials on account of which payment has been made by the District to Contractor shall vest in the District pursuant to the applicable provisions of the Lease and Sublease.

SECTION 39 CONTRACT DOCUMENTS AND INTERPRETATIONS

- A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by the District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- B. It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well known technical or trade meaning and the definition of which come into question.
- C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

SECTION 40 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm

Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the contract amount.

- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District and the Architect.
- C. The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage the District, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- D. Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. the District may seek damages from the Contractor for delay in completing the Contract in accordance with Section 11 hereof, caused by the Contractor's failure to comply with the Permit.

SECTION 41 EQUAL OPPORTUNITY CLAUSE

- A. The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:
 - (1) California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
 - (2) Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC

12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);

- (3) The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- (4) California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation); and
- (5) Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

SECTION 42 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL

If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. the District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the Regional Water Quality Control Board rules, regulations and resolution, and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

SECTION 43 NO ASBESTOS

A. Contractor shall execute and submit an "Asbestos Free Materials Certification." Contractor, further, is aware of the following:

- (1) Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - a. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - b. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - c. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - d. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

- B. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- C. **Hold Harmless:** Interface of work for the Project with work containing asbestos shall be executed by the Contractor at its risk and at its discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

SECTION 44 **AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 45 **NOTICES**

- A. All communications in writing between the District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Contractor:

WEST COAST AIR CONDITIONING CO., INC.
 1155 Pioneer Way, Ste # 101
 El Cajon, CA 92020
 Attn: David Dudley, President

If to the District:

DEHESA SCHOOL DISTRICT
 4612 Dehesa Road
 El Cajon, CA 92019-2922
 Attn.: Janet Wilson, Superintendent

- B. For the purpose of directions, representatives from Contractor shall be David Dudley, and the District's representative shall be Janet Wilson unless otherwise specified in writing.

SECTION 46 **THIRD-PARTY CLAIMS**

Pursuant to Public Contract Code section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Construction Services Agreement. the District is entitled to recover its reasonable costs incurred in providing such notification.

SECTION 47 **ASSIGNMENT**

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 48 **HEADINGS**

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 49 **INTEGRATION/MODIFICATION**

This Construction Services Agreement, including any documents incorporated by reference, represents the entire understanding of the District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

SECTION 50 **APPLICABLE LAW**

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County of San Diego, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this County. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

SECTION 51 **SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR:

THE DISTRICT

WEST COAST AIR CONDITIONING CO., INC.

DEHESA SCHOOL DISTRICT

BY: _____

BY: _____

ITS: _____

ITS: _____

EXHIBIT "A"
SCOPE OF WORK

The Scope of Work shall consist of all work shown in the final plans and specifications approved by DSA for Phase I of the Dehesa Elementary School New Classroom Building(s) Project. The plans are currently being finalized and submitted to DSA and final approval is currently anticipated in the near future. The final DSA approved plans (with approval date and DSA number) shall be incorporated into this agreement in the First Amendment hereto.

A complete breakdown of the Estimated GMP for the Project based on the current plans is also attached hereto.

[Breakdown of Estimated GMP to be Attached]

EXHIBIT "A-1"
AGREEMENT FOR PRE-CONSTRUCTION SERVICES FOR DEHESA ELEMENTARY
SCHOOL NEW CLASSROOM BUILDING(S) PROJECT]

EXHIBIT "B"
"OR EQUAL" SUBSTITUTION

[Insert in Exhibit B if the District HAS NOT made specific findings regarding specific materials, products, things or services required to be used on the Project]

the District has not made findings pursuant to Public Contract Code section 3400(c) regarding the use of specific materials, products, things, and/or services that must be utilized for the Project.

[Insert in Exhibit B if the District HAS made specific findings regarding specific materials, products, things or services required to be used on the Project]

As described in Section 10 of this Agreement and pursuant to Public Contract Code section 3400(c) the District has made the following findings as they relate to need for the use of specific material(s), product(s), thing(s), and/or service(s) that must be utilized for the Project:

[INSERT THE DISTRICT FINDINGS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400:

Note: Public Contract Code section 3400(c) allows for findings related to the following:

- * In order that a field test or experiment may be made to determine the product's suitability for future use;
- * In order to match other products in use on a particular public improvement either completed or in the course of completion;
- * In order to obtain a necessary item that is only available from one source;
- * In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the District Board; or
- * In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the District's public records.]

Based on the above described findings, the District requires that the following specific product(s), thing(s), and/or service(s) be utilized for the Project:

**[INSERT SPECIFICATIONS OR BRAND NAMES OF
MATERIALS, PRODUCTS, THINGS, OR SERVICES REQUIRED
BY THE DISTRICT]**

Exhibit B-1-

EXHIBIT "C"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the _____ District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as _____ follows:

_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

PAYMENT BOND

attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney
MUST BE ATTACHED

PAYMENT BOND

-4-

NOTARY ACKNOWLEDGMENT

(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)

)

COUNTY OF SAN DIEGO)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

EXHIBIT "D"
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, and unless otherwise provided for in the Contract Documents, the above obligations shall also include the warranty/guarantee requirements described in the Contract Documents, after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

EXHIBIT "E"
CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the _____ School District ("the District") and _____ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with the District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the _____ School District ("the District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with the District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School the District Official: _____

Date: _____

**EXHIBIT "E" (CONT.)
SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

SUBCONTRACTOR'S CERTIFICATION

The _____ School District ("the District") entered into a contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with the District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The _____ School District ("the District") entered into a contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor's employees will have limited contact with the District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____

School the District Official: _____

Date _____

EXHIBIT "F"
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor: _____

Title: _____

Date: _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT

SITE LEASE

Dated as of February 20, 2015

Between The

DEHESA SCHOOL DISTRICT

and

WEST COAST AIR CONDITIONING CO., INC. [Lessee]

**DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT,
SITE LEASE**

This SITE LEASE is dated as of February 20, 2015, and is by and between the **DEHESA SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and **WEST COAST AIR CONDITIONING CO., INC.**, a corporation organized and operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land at the existing Dehesa Elementary School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A,"(the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the District and the Lessee have entered into a Construction Services Agreement ("Construction Services Agreement"), attached hereto as Exhibit "C" and by this reference incorporated herein, to ensure that the Project will meet the District's expectations; and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution this Site Lease; and

WHEREAS, the Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

SECTION 1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this lease, have the meanings as herein specified.

- A. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the Site by and between the District and the Lessee dated as of even date herewith.
- B. **"Contract Documents"** means the Construction Services Agreement, the Sublease and this Site Lease.
- C. **"District"** means the Dehesa School District, a school district duly organized and existing under the laws of the State of California.
- D. **"Effective Date"** shall mean the day on which the District issues a Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- E. **"Lessee"** shall mean WEST COAST AIR CONDITIONING CO., INC. and its successors and assigns.

- F. **"Project"** means the improvements and equipment to be constructed and installed by the Lessee, as more particularly described in Exhibit "A" of the Sublease hereto.
- G. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "A" attached hereto.
- H. **"Site Lease"** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- I. **"Sublease"** means the Sublease of even date herewith, by and between the District and the Lessee together with any duly authorized and executed amendment thereto.
- J. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- K. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of the Sublease.
- L. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Section 3 of this Lease .

SECTION 2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the San Diego County, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. **TERM.**

The term of this Site Lease shall become effective upon the Effective Date. The term of this Site Lease commences on the Effective Date and terminates **Twenty-seven (27)** months following the Effective Date unless sooner terminated as hereinafter provided. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. At the termination of this Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

SECTION 4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.** The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

- D. The Site is properly zoned for the intended purpose and utilization of the Site or the District intends to render zoning inapplicable pursuant to Government Code section 53094;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. There is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, after actual inquiry:
 - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
 - (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
 - (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
 - (4) no underground storage tank is now located in the Site or has previously been located therein;
 - (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
 - (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;

- (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
 - (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
 - (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.
- H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
- I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:
- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
 - (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialmen, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
 - (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE LESSEE. The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract,

agreement or instrument to which the Lessee is a party or by which it or its property is bound;

- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of Five Dollars [\$1.00 x number of years of lease or part thereof] (\$5.00), on or before the date of commencement of the term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

SECTION 7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

SECTION 8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. **QUIET ENJOYMENT.**

The District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

SECTION 10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

SECTION 11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

SECTION 12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 15. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the

Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Section 26 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 16. **TAXES.**

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

SECTION 17. **INDEMNIFICATION.**

The District covenants and agrees to indemnify, defend and hold the Lessee harmless from and against any and all losses, claims, suits, damages and expenses (including reasonable attorneys fees) arising out of the condition of the Site, including but not limited to, all costs required to be incurred by the Lessee as a result of any condition described in Section 4, paragraph G hereof, unless the condition is caused or created by Lessee, whether or not known to the District on the date of execution of this Site Lease, or unless such cost is contemplated to be paid by the Lessee pursuant to the provisions of the Construction Services Agreement. All other indemnification issues related to this Site Lease, the Site or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

SECTION 18. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions or this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: WEST COAST AIR CONDITIONING CO., INC.
1155 Pioneer Way, Suite #101
El Cajon, CA 92020
Attn: David Dudley, President

If to District: DEHESA SCHOOL DISTRICT
4612 Dehesa Road
El Cajon, CA 92019-2922
Attn.: Janet Wilson, Superintendent

SECTION 20. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

SECTION 21. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 22. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of San Diego, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this County. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

SECTION 24. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 26. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

DEHESA SCHOOL DISTRICT
"DISTRICT"

WEST COAST AIR CONDITIONING, INC.
"LESSEE"

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"
DESCRIPTION OF SITE

EXHIBIT "B"
SUBLEASE

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

**SUBLEASE AGREEMENT
FOR PHASE I OF THE
DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT**

Dated as of February 20, 2015

Between

DEHESA SCHOOL DISTRICT

and

WEST COAST AIR CONDITIONING CO., INC.

**DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT
SUBLEASE AGREEMENT**

This SUBLEASE AGREEMENT ("Sublease") is dated as of this 20th day of February, 2015 and is by and between the **DEHESA SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California ("District"), and **WEST COAST AIR CONDITIONING CO., INC.**, a corporation duly organized and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, pursuant to Section 17400 et seq. of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements for the **DEHESA ELEMENTARY SCHOOL NEW CLASSROOM BUILDING(S) PROJECT** as described in Exhibit "A" attached hereto (the "Project") and situated on the existing school site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D," has or will have prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1. DEFINITIONS. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

- A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.
- B. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and developers' overhead and supervisors' fees and costs directly allocable to the Project, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, the District or other entity for expenditures made, with the approval of the District, for the Project).
- C. **"Construction Services Agreement"** means the Construction Services Agreement for construction of improvements on the school site by and between the District and the Lessor of even date herewith.
- D. **"Contract Documents"** means the Construction Services Agreement, this Sublease and the Site Lease.
- E. **"District"** means the Dehesa School District, a school district duly organized and existing under the laws of the State of California.
- F. **"Effective Date"** shall mean the day on which the District issues a Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.
- G. **"Event of Default"** means one or more events of default as defined in Section 21 of this Sublease.
- H. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement.

- I. **"Lessor"** shall mean **West Coast Air Conditioning Co., Inc.** and its successors and assigns.
- J. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 26 herein.
- K. **"Project"** means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.
- L. **"Site"** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.
- P. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 26 of this Sublease.
- Q. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease .

SECTION 2. SUBLEASE.

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

SECTION 3. TERM OF THE SUBLEASE.

The terms and conditions of this Sublease shall become effective upon the Effective Date. The term of the Sublease commences on the Effective Date, and terminates **Twenty-Seven (27)** months following the Effective Date, unless

sooner terminated as hereinafter provided. If on the scheduled date of termination of this Sublease the Sublease Payments shall not be fully paid, or provision therefor made, or if such Sublease Payments shall have been abated at any time and for any reason, then the term of this Sublease shall be extended until the date upon which all such Sublease Payments shall be fully paid.

- A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Sections 21 and 22, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Section 26 hereof.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT. The District represents and warrants to Lessor that:

- A. District is a political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;

- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease) to be used or stored on, under or about the Site.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor represent and warrant to District that:

- A. Lessor is duly organized, validly existing and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. CONSTRUCTION/ACQUISITION.

- A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.
- B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit in its general fund, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. SUBLEASE PAYMENTS.

- A. District shall pay Lessor lease payments (the "Sublease Payments") in the amount of **One hundred fifty thousand and no/100 Dollars (\$150,000) for Twenty-Six months, and Eleven thousand, eight hundred eight and no/100 Dollars (\$11,808) for month Twenty-seven (27)**, on the first day of each month at the office of the Lessor or to such other person or at such other place as the Lessor may from time to time designate in writing. In no event shall the sum of the Sublease Payments due hereunder and/or any Sublease Prepayments exceed the GMP as it may be revised by the District from time to time in accordance with the provisions set forth in the Construction Services Agreement. The Sublease Payments shall be adjusted to reflect any adjustment to the GMP agreed to in writing by the District and the Contractor. The District shall have no obligation to make Sublease payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.
- B. If the Effective Date falls upon a day other than the first day of a calendar month, the District shall pay upon the Effective Date a pro rata portion of the Sublease Payment for the first calendar month pro rated on a per diem basis with respect to such fractional calendar month.
- C. Should the District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9 hereof, within fifteen (15) business days from the due date thereof, the District shall, upon Lessor's written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whichever is less. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- D. In the event that the District exercises its option under Section 27(B) below, and purchases the Project by paying the Prepayment Price, the District's obligations under this Lease, including but not limited to the District's obligation to pay Sublease Payments under this Section, shall thereupon cease and terminate.
- E. Except as specifically provided in this Section and in Section 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

SECTION 8. FAIR RENTAL VALUE.

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the lease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "D" hereof) and which do not interfere with the Lessor's work on the Project and the Site.

SECTION 9. SUBLEASE ABATEMENT.

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with the provider of the insurance issued pursuant to Section 18 herein. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10. USE OF SITE AND PROJECT.

During the term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its

operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11. LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

SECTION 12. PROJECT ACCEPTANCE.

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13. ALTERATIONS AND ATTACHMENTS. All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of the Lease and Sections 26 and 27 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 14. MAINTENANCE.

District, at its own cost and expense, shall maintain the Project and the Site in good repair throughout the term of the Sublease.

SECTION 15. UTILITIES.

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 16. DAMAGE DESTRUCTION OR CONDEMNATION.

With the exception of acts resulting from misconduct or negligence by Lessor, its agents and representatives, and except as otherwise provided in the Construction Services Agreement, the District assumes all risk of loss of, damage to or condemnation of the Project or the Site from any cause or for any reason whatsoever, and no such loss of, damage to or condemnation of the Project or the Site shall relieve the District of (i) the obligation to make the Sublease Payments hereunder subject to the provisions in Sections 7 and 9 hereof, or (ii) to perform any other obligation under this Sublease. Except as otherwise provided in the Construction Services Agreement, the District waives the benefit of Civil Code sections 1932(2) and 1933(4) and any and all other rights to terminate this Sublease by virtue of any damage or destruction to the Project or the Site.

SECTION 17. PHYSICAL DAMAGE; PUBLIC LIABILITY INSURANCE.

District shall keep the Project and the Site insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Lessor, and the District shall carry public liability and property damage insurance covering the Project and the Site. All said insurance shall be in form and amount and with companies approved by Lessor and shall name Lessor as loss payees and as an additional insured. District shall pay the premiums therefor and deliver certification of said policies to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance or the proceeds of any condemnation award received with respect to the Project and the Site, at the option of the District, shall be applied: (a) toward the replacement, restoration, or repair of the Project and the Site, or (b) toward the payment of all amounts required in the exercise of the District's purchase option under Section 27. Should the District replace, restore, or repair the Project and the Site as set out in option (a) above, this Sublease shall continue in full force and effect. Subject to prior written consent of Lessor, the District may self-insure up to specified limits as evidenced by a rider of self-insurance to be attached hereto (providing that all policies of self-insurance shall be governed by the provisions under this Sublease respecting cancellation and modification and payment of losses to Lessor.) Nothing contained herein shall limit the District's equitable and contractual rights to indemnification and

insurance coverage provided by Lessor or its subcontractors pursuant to the Construction Services Agreement and the Sublease.

SECTION 18. SUBLEASE INTERRUPTION INSURANCE.

District shall maintain or cause to be maintained, at its expense, beginning on the Sublease Effective Date rental interruption insurance to cover the amount of Sublease Payments payable by the District for **Twenty-seven (27)** consecutive months; provided however, that District's obligation to maintain sublease Interruption Insurance shall cease upon the District's exercise of its option pursuant to the provisions of Section 26 herein, or in the event the Construction Services Agreement, the Site Lease or this Sublease is terminated for any reason.

This coverage shall insure against abatement of Sublease Payments payable by the District that come due hereunder resulting from the District's loss of use of the Project and the Site or any substantial portion thereof and caused by any and all perils, either insured or uninsured. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by the District. The insurance proceeds shall be payable to Lessor in amounts proportionate to the loss of use of the Project and the Site and shall supplement the District's applicable Sublease Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement.

SECTION 19. TAXES.

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. INDEMNITY.

In addition to the indemnification set forth in Section 35 of the Construction Services Agreement and the Site Lease, to the extent permitted by law, the District shall, with respect to the Project and the Site, indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from any acts of omission or commission by the District's employees and Sublease aspects of the Project and third parties on the Site, including without limitation, the construction, possession, use or operation of the Project including any and all claims, actions, suites, proceedings, costs, expenses, damages and liabilities brought by third parties under the supervision, direction or control of the District including, but not limited to students and faculty. Further, the District agrees, to the extent the law allows, to indemnify Lessor against and hold Lessor harmless from and against any and all claims,

actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any hazardous materials or toxic wastes from the Site or the Project; provided, however, that the District shall not be required to indemnify Lessor in the event that such liability or damages are caused by the negligence or misconduct of Lessor, Lessor's employees, agents and assigns. All other indemnification issues related to this Sublease, the Site or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

SECTION 21. EVENTS OF DEFAULT. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. REMEDIES ON DEFAULT. Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Section:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease term.

- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, compensation on the basis of time and materials for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. The prevailing party shall be entitled to all reasonable costs incurred, including reasonable attorneys fees.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

SECTION 23. NON-WAIVER.

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24. ASSIGNMENT.

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 et seq. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or subassignees at any time upon written notice to the District. No

assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 25. OWNERSHIP.

During the Term of this Sublease Agreement, the District shall obtain title to the Project from the Lessor, and any and all additions, repairs, replacements or modifications thereof, as construction progresses and Sublease Payments and/or Sublease Prepayments are made to Lessor. If the District prepays the Sublease Payments in full pursuant to Section 26 hereof or otherwise pays all Sublease Payments, all remaining right, title and interest of the Lessor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District, and Lessor shall comply with any requirements set forth in Sections 26 and 27 hereof. Title shall be transferred to and vested in the District without the necessity for any further instrument of transfer. At the termination of this Sublease Agreement, title to the Site, and any improvements constructed thereon shall vest in the District.

SECTION 26. SUBLEASE PREPAYMENTS/PURCHASE OPTION.

A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount which exceeds the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Section 26(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor (unless the Lessor shall have previously substituted securities for such retained amounts pursuant to Section 26(A)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 26(A)(3). Lessor must submit evidence that the conditions precedent set forth in Section 26(A)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 26(B), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

- a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Section 10(E) of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Section 26 (A)(2), below.
 - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 8132 from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 8132) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.
- (2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District pursuant to Section 26 of the Construction Services Agreement. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been substantially completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
 - (3) The District shall retain an amount equal to five percent (5%) of each Sublease Prepayment ("Retention") made at Lessor's request. Lessor shall have the right, as delineated in Section 37 of the Construction Services Agreement, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code section 22300. At any time after fifty percent of the work has been completed, if the Governing Board of the District finds that satisfactory progress is

being made, it may make any of the remaining Sublease Prepayments in full.

- B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease. Following the purchase option date, District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 27. **RELEASE OF LIENS.**

- A. In the event the Sublease is paid or prepaid in full in accordance with the provisions of the Construction Services Agreement and this Sublease, the Lessor or its assignee and the District shall release Lessor's leasehold interest in the Site.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease as they relate to the Project, the Sublease and the Site Lease and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

SECTION 29. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

SECTION 30. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 31. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: **WEST COAST AIR CONDITIONING CO., INC.**
1155 Pioneer Way, Suite #101
El Cajon, CA 92020
Attn: David Dudley, President

If to District: **DEHESA SCHOOL DISTRICT**
4612 Dehesa Road
El Cajon, CA 92019-2922
Attn.: Janet Wilson, Superintendent

SECTION 32. TITLES.

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 33. TIME.

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 34. LAWS, VENUE AND ATTORNEYS' FEES.

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of San Diego, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this County. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the courts or arbitrator(s).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

LESSEE:

DEHESA SCHOOL DISTRICT

BY: _____ Na
me: _____
Title: _____

LESSOR:

WEST COAST AIR CONDITIONING CO.,
INC.

BY: _____
Name: _____
Title: _____

EXHIBIT A
DESCRIPTION OF PROJECT

See Exhibit "A" to the Construction Services Agreement, attached hereto as Exhibit "D" for the detailed description of the Project.

**EXHIBIT B
DESCRIPTION OF SITE**

[See Attached Diagram Of Project Site.]

**EXHIBIT C
SITE LEASE**

EXHIBIT D
CONSTRUCTION SERVICES AGREEMENT

DEHESA SCHOOL DISTRICT

PROJECT:

**Dehesa School - Phase I, 2 Story
Guaranteed Maximum Price
WEST COAST AIR**

DATE: 01/20/15

		DESCRIPTION	QUANT	UNIT	UNIT COST	TOTAL
1		Job Conditions - Separate	9	mos	30,127	271,143
2		Architect fees, DSA fees - N.I.C.			0	0
3		Testing & Insp, SDG & E - N.I.C.			0	0
4		Termite protection - None shown	0	sf	0.40	0
5	31 10 00	Site clearing & excavation	1	ls	81,348	81,348
6	31 10 00	SWPP installation	1	ls	10,000	10,000
7	22 11 13	Site Utilities	1	ls	80,000	80,000
8	32 13 13	Site concrete - in bldg concrete	1	ls	0	0
9		Backfill, gravel, pipe bridge wall	1	ls	10,000	10,000
10	32 14 00	Interlocking pavers - None shown	0		0	0
11	32 12 16	Asphalt paving 17,119 sf	1	sf	83,000	83,000
12		Stripe and site signage	1	ls	2,500	2,500
13		Parking bumpers	1	ls	250	250
14		Irrigation & landscape patch	1	ls	5,000	5,000
15		Seed hillside	1	ls	4,500	4,500
16	32 22 10	SWPP maintenance	1	ls	5,000	5,000
17		Survey	1	ls	5,000	5,000
18		Basketball backboard	3	ea	3,000	9,000
19		Bench, bike rack - None shown	0	ls	0	0
20		Move play structure	1	ls	39,202	39,202
21	32 18 17	Fibar at play structure 5,000 sf	1	sf	15,000	15,000
22		Parking bumpers	3	ea	50	150
23	32 31 19	Fencing - NONE	0		0	0
24	03 30 00	Building Concrete	1	ls	288,182	288,182
25	04 20 00	CMU - split faced columns	1	ls	34,625	34,625
26	04 20 00	CMU @ electric gear - DELETED	1	ls	0	-
27	05 12 00	Structural steel	1	ls	348,450	348,450
28	05 12 00	Install FOB itmes	1	ls	10,000	10,000
29	05 30 00	Metal deck	1	ls	9,000	9,000
30	06 10 00	Framing	1	ls	447,401	447,401
31	06 41 16	Finish Carpentry	1	ls	68,532	68,532
32	06 41 16	Shelving units at storage	1	ls	2,000	2,000
33	06 41 16	SS backing & coat hooks 85 lf	1	ls	5,000	5,000
34	07130	Sheet WP below topping	1,647	sf	5.00	8,235
35	07 21 00	Insulation	1	ls	10,382	10,382
36	07 25 00	Weather barrier - in lath & plaster	1	ls	0	0
37	07212	Sealor @ ext walkway, stair & Idg	1	ls	1,135	1,135
38	07 41 13	Architect Mtl Rf, SM & Acc	1	ls	115,000	115,000
39	07 54 23	Roofing	1	ls	36,888	36,888
40	07 80 00	Expansion joints	3	ea	450	1,350
41	07 80 00	Roof hatch with ladder up	1	ea	3,600	3,600
42	07 80 00	Solatubes DELETED	20	ea	0	-

43	07 84 00	Firestopping	1	ls	500	500
44	07 92 00	Sealants	1	ls	6,500	6,500
45	081 11 13	Hollow Metal Doors & frames	1	ls	49,756	49,756
46	08 91 19	Louvers above HM doors 9 ea	1	ls	2,500	2,500
47	08 80 00	Glass & glazing, windows	1	ls	73,045	73,045
48	08 31 10	Access doors	5	ea	200	1,000
49	09 24 00	Lath & plaster	1	ls	107,883	107,883
50	09 29 00	Drywall	1	ls	68,900	68,900
51	09 29 00	Tile backer board - in drywall	1	ls	0	0
52	09 30 13	Tile	1	ls	62,962	62,962
53	09 60 50	Concrete floor sealer - SOG	228	sf	1.25	285
54	09 68 16	Carpet,Sheet vinyl & base	1	sf	29,792	29,792
55	09 68 16	Acoust clgs 6,000 sf	1	sf	33,250	33,250
56	09 68 16	FRP 500 sf	1	sf	2,800	2,800
57	09 91 13	Painting	1	ls	23,435	23,435
58	09 91 13	Painting at tackboard	1	ls	0	-
59	09 72 00	Tackwall -	1	ls	24,000	24,000
60	09 77 23	Sound panel on walls - NONE	0	sf	0	-
61	10 11 00	Sliding Visual Display Boards	1	ls	16,515	16,515
62	10 14 19	Signage	1	ls	3,950	3,950
63	10 21 00	Plastic toilet compartants	1	ls	16,745	16,745
64	10 22 39	Folding panel partition	1	ls	18,950	18,950
65	10 28 00	Toilet accessories	1	ls	6,825	6,825
66	10 44 16	Fire extinguishers & cabinets	1	ls	2,260	2,260
67	10 51 13	Metal lockers	1	ls	10,990	10,990
68	10 75 16	Flag pole	1	ls	3,207	3,207
69	10 90 00	Misc. spec - video proj mount	1	ls	8,820	8,820
70	10 99 00	Proj scrns	1	ea	3,055	3,055
71	no spec	TV Brackets - NONE	0	ea	0	-
72	12 24 13	Window blinds	1	ls	5,024	5,024
73	21 13 00	Fire Sprinklers	1	ls	42,432	42,432
74		Upgrade existing RR's, HC access	1	ls	20,000	20,000
75	22 00 00	Plumbing	1	ls	164,000	164,000
76	22 00 00	Site Utilities - gas In plbg above	0	lf	0	-
77	23 00 00	HVAC	1	ls	178,728	178,728
78	26 05 00	Site & Building Electrical	1	ls	320,000	320,000
79	26 05 00	Low voltage hardware allowance	1	ls	33,900	33,900
80		Phones - handsets by District	1	ls	0	0
81		Subtotal				3,352,882
82		Payment & Perormance Bonds	1.00	%		33,529
83		General Insurance	0.27	%		9,053
84		Builder's Risk Insurance	0.40	%		13,412
85		O & P	10.00	%		335,288
86		District contingency - separate	0.00	%		0
87		Architect contingency	2.00	%		67,058
88		Construction contingency	3.00	%		100,586
89		TOTAL Estimated GMP				3,911,808

west coast Air

DEHESA SCHOOL COST CONTAINMENT CHANGES

January 21, 2015

ITEM ACCEPTED	LINE #	DESCRIPTION	DSA CCD	Architect Addendum	Contractor's shop drawing	Revised plans or spec's	Addressed on DSA plans	INCLUDED IN BASE BID OR ADD ALTERNATE
	1	Delete all proprietary specifications	X					
	2	Delete all references to minum % of recycled materials	X					
	3	Delete all references to native grown wood and materials	X					
	4	Delete interconnect pipe between sewage fields		X		X		
	5	Reduce the area of excavation to that required for the 2 Story		X		X		
	6	Reduce the site utilities to that required for the 2 Story		X		X		
	7	Delete the storm drain between the existing buildings		X		X		
	8	Delete storm South of buildings, sheet flow H2O down drive		X		X		
	9	Delete footings and retaining wall at East end of 2 Story	X					
	10	Delete footings at rear at HC ramp, turn down walk edge	X					
	11	Delete grade beams at columns					X	
	12	Add ASC Steel Deck to deck manufacturer list					X	
	13	Delete the blocking at the roof edge 4/A-10.4		X	X			
	14	Galvanized in lieu of stainless steel gutter screens		X				
	15	Delete solartubes		X				
	16	Delete radiant barrier from insulation spec		X				
	17	VCT in lieu of sheet vinyl in Science Classroom	X	X				
	18	Revise railing detail to a simpler design		X				
	19	24 GA sheet metal roof in lieu of specified 20 GA		X				
	20	18 GA sheet metal downspouts in lieu of tube steel 19/A-10.4		X				
	21	Windows in lieu of storefront		X				
	22							X
	23	Delete sound panels						NA
	24	Acoustical ceilings: Delete reference to recycle content		X				
	25	Acoustic list Armstrong Fine fissured 1811 & USG Radar 22441	X					
	26	Acoustical grid list: Armstrong Prelude 15/16", USG DX 15/16"					X	
	27	Delete lockers						
	28	Soap dispensors by District						District decision
	29	Add Mariak to supplier list for window coverings						Alternate bid
	30	Delete projection screen, use white boards						Keep screens
	31	Projectors to be in District's furniture allowance		X				Brackets remain in contract
	32	Reduce number of floor drains in restrooms		X				
	33	Delete spring isolators at HVAC units	X				X	Still on struct S-1.9
	34	Revise rectangular duct to round		X	X			
	35	Combine condensate drains	X		X			
	36	Delete convenience outlets at AC units		X				
	37	Delete new MSG, tap adjacent building for 2 Story power		X				
	38	Allow the use of MC cable at certain locations		X				

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Janet Wilson

From: Lori Wigg

Subject: 2013-14 Audit Report

Meeting Date: February 19, 2014

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Each year the district contracts with an accounting firm to conduct a thorough financial audit. The district's annual financial audit provides an objective review of how the districted operated during the prior fiscal year.

Report:

The financial audit for the 2013-14 school year was conducted by Wilkinson Hadley King & Co. LLP. Enclosed with your packet is a full audit report for fiscal year ending June 30, 2014. This year's audit report identified four findings which are outlined in detail on pages 61-63 of the Audit Report. District administration is aware of these findings and a process has been put into place to address each finding.

Financial Impact:

N/A

Student Impact:

N/A

Recommendation:

Administration recommends acceptance of the 2013-14 Audit Report.

Agenda Item #:VII.C.III

**DEHESA SCHOOL DISTRICT
COUNTY OF SAN DIEGO
EL CAJON, CALIFORNIA**

AUDIT REPORT

JUNE 30, 2014

**Wilkinson Hadley King & Co. LLP
CPA's and Advisors
218 W. Douglas Ave
El Cajon, CA 92020**

Introductory Section

Dehesa School District
 Audit Report
 For The Year Ended June 30, 2014

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Dehesa School District
Audit Report
For The Year Ended June 30, 2014

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Financial Section



P. Robert Wilkinson, CPA
Brian K. Hadley, CPA
Natalie C. Azzam, CPA

Aubrey W. King, CPA
Richard K. Savage, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Board of Trustees
Dehesa School District
El Cajon, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Dehesa School District ("the District") as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Dehesa School District as of June 30, 2014, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Change in Accounting Principles

As described in Note A to the financial statements, in 2014, Dehesa School District adopted new accounting guidance, Government Accounting Standards Board Statement No. 65, *Items Previously Reported as Assets and Liabilities*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information and schedule of funding progress for OPEB benefits identified as Required Supplementary Information in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Dehesa School District's basic financial statements. The combining financial statements are presented for purposes of additional analysis and are not required parts of the basic financial statements. The accompanying other supplementary information is presented for purposes of additional analysis as required by the State's audit guide, *Standards and Procedures for Audits of California K-12 Local Education Agencies 2013-14*, published by the Education Audit Appeals Panel, and is also not a required part of the basic financial statements.

The combining financial statements and other supplementary information are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining financial statements and other supplementary information are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2015 on our consideration of Dehesa School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Dehesa School District's internal control over financial reporting and compliance.

Wilkinson Hadley King & Co., LLP

El Cajon, California
January 27, 2015

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2014

UNAUDITED

This section of Dehesa School District's (the District) annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2014. Please read it in conjunction with District's financial statements, which immediately follow this section.

In June 1999, the Governmental Accounting Standards Board (GASB) issued Statement No. 34, Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments. GASB No. 34 established financial reporting standards for state and local government, including cities, villages and special purpose governments.

FINANCIAL HIGHLIGHTS

- Total Net Position was \$1,937,626, a decrease of \$703,141 from prior year.
- Total Revenues were \$3,446,880, and total cost of basic programs was \$3,933,655.
- Program Costs exceeded revenues by \$486,775.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts - Management's Discussion and Analysis (this section), the Basic Financial Statements, Required Supplementary Information, and other Supplementary Information Section. The Basic Financial Statements present different views of the District as follows:

- The first two statements are district-wide combined financial statements that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are fund financials statements that focus on individual parts of the District, reporting the District's operations in more detail than the district-wide statements.

The referenced financial statements also include *Notes* that explain some of the information in the statements and provide more detailed data. The financial statements are followed by a section of *Required Supplementary Information* that further explains and supports the financial statements with comparisons of the District's budget and actual results for the year.

Below summarizes the major features of the District's financial statements, including a portion of the district's activities they cover and the types of information they contain.

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

JUNE 30, 2014

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Major Features of the District-wide Financial Statements and Fund Financial Statements

Fund Statements		
	District-Wide	Governmental Funds
<i>Scope</i>	Entire District, except fiduciary activities	The activities of the District that are not proprietary and fiduciary, such as special education and building maintenance
<i>Required financial statements</i>	<ul style="list-style-type: none"> • Statement of Net Position • Statement of Activities 	<ul style="list-style-type: none"> • Balance Sheet • Statement of Revenue, Expenditures & Changes in Fund Balances
<i>Accounting basis and measurement focus</i>	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
<i>Type of asset/liability</i>	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included
<i>Type of inflow/outflow information</i>	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or service have been received and payment is due during the year or soon thereafter

The remainder of this overview section of Management's Discussion and Analysis highlights the structure and contents of the financial statements.

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

JUNE 30, 2014

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

District-Wide Statements

The two District-Wide Statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in The Statement of Activities regardless of when cash is received or paid.

- 1) Net position (*the difference between the District's assets and liabilities, see Table 1*) is one way to measure the district's financial health or position
 - Over time increases and decreases in the District's net position is an indicator of whether financial position is improving or deteriorating, respectively.
 - To assess the overall health of the District you need to consider additional non-financial factors such as change in the district's property tax base and the condition of school buildings and other facilities.

- 2) The District's activities are represented in the district-wide financial statements.
 - *District's Activities* - All of the district's basic services are included, such as regular and special education, transportation, and administration. Property taxes and state formula aid finance most of these activities.

Fund Financial Statements

The Fund Financials Statements provide detailed information about the District's specific funds - not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and related spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying any long-term debt) or to show that it is properly using certain revenues (like Federal grants).

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

JUNE 30, 2014

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

The District has Governmental Funds

- Governmental Funds* - Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash, and other financial assets that can readily be converted to cash, flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the district's programs. Because this information does not encompass the additional long-term focus of the district-wide statements, we provide additional information at the bottom of the governmental funds statement that explains the relationship (or differences) between them.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position as of June 30, 2014, was \$1,937,626. (See Table A-1.)

Table A-1			
Condensed Statement of Net Position			
	June 30, 2014	June 30, 2013	\$ Change
Current & Other Assets	\$6,202,368	\$4,729,745	\$1,472,623
Capital Assets, Net of Depreciation	\$1,152,697	\$958,983	\$193,714
Total Assets	\$7,355,065	\$5,688,728	\$1,666,337
			\$0
Current Liabilities	\$325,119	\$235,949	\$89,170
General Long-Term Debt	\$5,092,320	\$2,812,012	\$2,280,308
Total Liabilities	\$5,417,439	\$3,047,961	\$2,369,478
			\$0
Net Position			\$0
Invested in Capital Assets			\$0
Capital Projects	\$548,542		\$548,542
Debt Service	\$159,819		\$159,819
Educational Programs	\$311,396		\$311,396
Restricted-Expendable	\$784,499	\$287,832	\$496,667
Restricted-Non Expendable	\$133,370	\$2,352,935	(\$2,219,565)
Total Net Position	\$1,937,626	\$2,640,767	(\$703,141)

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

JUNE 30, 2014

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (CONTINUED)

Changes in Net Position. The District's total revenue was \$3,446,680. (See Table A-2). The total cost of all programs and services was \$3,933,655. Total expenses surpassed revenue by \$486,775.

	June 30, 2014	June 30, 2013	Difference
Revenues			
Program Revenues			
Charges for Services	\$68,731	\$26,789	\$41,942
Operating Grants and Contributions	\$1,300,644	\$1,401,616	(\$100,972)
Capital Grants and Contributions	\$0	\$0	\$0
General Revenues			0
LCFF Sources	\$1,006,562	\$863,433	\$143,129
Federal & State Revenue	\$738,359	\$757,616	(\$19,257)
Local Revenue	\$332,584	\$323,970	\$8,614
Total Revenues	\$3,446,880	\$3,373,424	\$73,456
Expenses			
Instruction	\$2,302,904	\$1,951,672	\$351,232
Instruction-Related Services	\$282,686	\$263,222	\$19,464
Pupil Services	\$348,776	\$347,640	\$1,136
General Administration	\$259,588	\$384,143	(\$124,555)
Plant Services	\$301,271	\$245,706	\$55,565
Other Outgo	\$170,234	\$7,212	\$163,022
Interest on Long-Term Debt	\$268,196	\$99,294	\$168,902
Total Expenses	\$3,933,655	\$3,298,889	\$634,766
Change in Net Assets	(\$486,775)	\$74,535	(\$561,310)

Governmental Activities

The Statement of Activities categorizes the activities presented in Table A-2 by revenue source:

- The cost of all governmental activities this year was \$2,564,680.
- Revenues from users of the District's programs amounted to \$68,731.
- Federal and state Governments subsidized programs contributions was \$1,300,644.
- Revenue from LCFF sources was \$1,006,562.
- Local and miscellaneous revenues account for \$332,584.
- Net position decreased by \$261,993.

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

JUNE 30, 2014

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. The District closed fiscal year 2013-2014 with a total combined, government fund balance of \$5,922,010.

General Fund Budgetary Highlights

Over the course of the year, the Board approves five versions of the operating budget. These budget revisions fall into the categories of Preliminary, Adopted, First Interim, Second Interim, and Final Adopted.

Major budget amendments in revenue for the year include changes in Revenue Limit to LCFF: Federal Grants such as IDEA Special Ed., Title I; state amounts such as Special Education, Elimination of restricted resources for EIA and Transportation now included in LCFF funding and Lottery.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

Capital assets (net of depreciation) are at \$1,192,289. These assets include Land, Land Improvements, Building Construction, work in progress and Equipment. Total depreciation expense for the year was \$184,300. Total new assets purchased during the year were \$417,607, and consisted of computer equipment and work in progress for new construction.

Table A-4			
Capital Assets			
	30-Jun-14	30-Jun-13	\$ Change
Work in Progress	\$375,322	\$24,634	\$350,688
Land	\$3,000	\$3,000	\$0
Buildings	\$2,059,265	\$2,059,265	\$0
Land Improvements	\$9,900	\$9,900	\$0
Equipment	\$721,547	\$694,221	\$27,326
Less: Accumulated Depreciation	(\$2,016,337)	(\$1,832,037)	(\$184,300)
Total Capital Assets, Net of Depreciation	\$1,152,697	\$958,983	\$193,714

DEHESA SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

JUNE 30, 2014

CAPITAL ASSET AND DEBT ADMINISTRATION (CONTINUED)

Long-Term Debt

Table A-5			
Long Term Debt			
	June 30, 2014	June 30, 2013	\$ Change
Compensated Absences	\$30,227	\$45,061	(\$14,834)
GO Bonds	\$4,590,844	\$2,499,852	\$2,090,992
Other Long-Term Debt	\$381,245	\$220,038	\$161,207
Net OPEB Obligation	\$90,004	\$47,061	\$42,943
Total Long Term Debt	\$5,092,320	\$2,812,012	\$2,280,308

FACTORS BEARING ON THE DISTRICT'S FUTURE

At the time these financial statements were prepared and audited, the only known circumstances that could significantly affect its financial health in the future would be an increase in the number of Special Needs students and associated special education costs, the State's continuing economic decline, its impact on the State budget, and related reduced funding to the school district.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact Lori Wigg, Business Manager, Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019.

Dehesa School District

Basic Financial Statements

DEHESA SCHOOL DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2014

ASSETS:	
Cash	\$ 5,715,984
Accounts Receivable	486,384
Capital Assets:	
Land	3,000
Land Improvements	9,900
Buildings	2,059,265
Equipment	721,547
Work in Progress	375,322
Less Accumulated Depreciation	(2,016,337)
Total Assets	<u>7,355,065</u>
LIABILITIES:	
Accounts Payable	325,119
Long-Term Liabilities:	
Due Within One Year	30,227
Due in More Than One Year	5,046,046
Accreted interest	16,047
Total Liabilities	<u>5,417,439</u>
NET POSITION:	
Restricted for:	
Capital Projects	548,542
Debt Service	159,819
Educational Programs	311,396
Other Purposes (Expendable)	784,499
Other Purposes (Nonexpendable)	133,370
Unrestricted	-
Total Net Position	<u>\$ 1,937,626</u>

The accompanying notes are an integral part of this statement.

DEHESA SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

Functions	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	
Governmental Activities:				
Instruction	\$ 2,302,904	\$ -	\$ 1,101,170	\$ -
Instruction-Related Services:				
Instructional Supervision and Administration	39,732	-	37,250	-
Instructional Library, Media and Technology	35,639	-	1,722	-
School Site Administration	207,315	-	17,651	-
Pupil Services:				
Home-to-School Trans- portation	152,003	-	197	-
Food Services	70,867	66,704	53,438	-
All Other Pupil Services	125,906	-	58,528	-
General Administration:				
Centralized Data Processing	1,958	-	-	-
All Other General Administration	257,630	-	29,064	-
Plant Services	301,271	2,027	1,624	-
Depreciation (unallocated)	80,026	-	-	-
Other outgo	90,208	-	-	-
Interest on Long-Term Debt	268,196	-	-	-
Total Expenses	\$ 3,933,655	\$ 68,731	\$ 1,300,644	\$ -
General Revenues:				
Taxes and Subventions:				
Taxes Levied for General Purposes				806,949
Taxes Levied for Debt Service				199,624
Taxes Levied for Other Purposes				(11)
Federal and State Aid Not Restricted to Specific Programs				738,359
Interest and Investment Earnings				18,041
Interagency Revenues				259,310
Miscellaneous				55,233
Total General Revenues				\$ 2,077,505
Change in Net Position				(486,775)
Net Position Beginning				2,640,767
Adjustment to Beginning Balance (Note K)				(216,366)
Net Position Beginning as Adjusted				2,424,401
Net Position Ending				\$ 1,937,626

The accompanying notes are an integral part of this statement.

DEHESA SCHOOL DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2014

	General Fund	Cafeteria Fund
ASSETS:		
Cash in County Treasury	\$ 829,061	\$ 53,893
Cash on Hand and in Banks	1,055	970
Cash in Revolving Fund	6,005	-
Accounts Receivable	470,859	8,640
Due from Other Funds	17,000	-
Total Assets	<u>1,323,980</u>	<u>63,503</u>
LIABILITIES AND FUND BALANCE:		
Liabilities:		
Accounts Payable	\$ 272,928	\$ 125
Due to Other Funds	17,000	46,788
Total Liabilities	<u>289,928</u>	<u>46,913</u>
Fund Balance:		
Nonspendable Fund Balances:		
Revolving Cash	6,005	-
Restricted Fund Balances	243,548	16,590
Committed Fund Balances	-	-
Assigned Fund Balances	492,288	-
Unassigned:		
Reserve for Economic Uncertainty	292,211	-
Total Fund Balance	<u>1,034,052</u>	<u>16,590</u>
Total Liabilities and Fund Balances	<u>\$ 1,323,980</u>	<u>\$ 63,503</u>

The accompanying notes are an integral part of this statement.

EXHIBIT A-3

Building Fund	Other Governmental Funds	Total Governmental Funds
\$ 4,185,447	\$ 638,925	\$ 5,707,326
-	629	2,654
5,262	-	6,005
46,788	1,623	486,384
<u>4,237,497</u>	<u>641,177</u>	<u>63,788</u>
		<u>6,266,157</u>
\$ 71	\$ 7,235	\$ 280,359
-	-	63,788
<u>71</u>	<u>7,235</u>	<u>344,147</u>
-	-	6,005
-	1,181	261,319
4,237,426	-	4,237,426
-	632,761	1,125,049
-	-	292,211
<u>4,237,426</u>	<u>633,942</u>	<u>5,922,010</u>
<u>\$ 4,237,497</u>	<u>\$ 641,177</u>	<u>\$ 6,266,157</u>

DEHESA SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
JUNE 30, 2014

Total fund balances, governmental funds		\$ 5,922,010
Amounts reported for governmental activities in the statement of net position are different because:		
Capital Assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.		
Capital assets relating to governmental activities, at historical cost:	3,169,034	
Accumulated depreciation:	<u>(2,016,337)</u>	
	Net:	1,152,697
Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatu- red interest owing at the end of the period was:		(44,761)
Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:		
General obligation bonds	4,590,844	
Accreted interest	16,047	
Bond premium	365,198	
Net OPEB obligation	90,004	
Compensated absences payable	<u>30,227</u>	
		<u>(5,092,320)</u>
Total net position, governmental activities		\$ <u>1,937,626</u>

The accompanying notes are an integral part of this statement.

DEHESA SCHOOL DISTRICT

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2014

	General Fund	Cafeteria Fund
	<u> </u>	<u> </u>
Revenues:		
LCFF Sources:		
State Apportionment or State Aid	\$ 1,071,495	\$ -
Education Protection Account Funds	226,268	-
Local Sources	153,362	-
Federal Revenue	373,679	50,923
Other State Revenue	193,517	3,932
Other Local Revenue	1,088,717	22,150
Total Revenues	<u>3,107,038</u>	<u>77,005</u>
Expenditures:		
Instruction	2,312,845	-
Instruction - Related Services	266,032	-
Pupil Services	163,448	70,799
General Administration	218,146	-
Plant Services	196,289	2,151
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	<u>3,156,760</u>	<u>72,950</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(49,722)</u>	<u>4,055</u>
Other Financing Sources (Uses):		
Transfers In	52,276	-
Transfers Out	(62,276)	-
Other Sources	-	-
Total Other Financing Sources (Uses)	<u>(10,000)</u>	<u>-</u>
Net Change in Fund Balance	(59,722)	4,055
Fund Balance, July 1	1,093,774	12,535
Fund Balance, June 30	<u>\$ 1,034,052</u>	<u>\$ 16,590</u>

The accompanying notes are an integral part of this statement.

EXHIBIT A-5

<u>Building Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ -	\$ -	\$ 1,071,495
-	-	226,268
-	-	153,362
-	-	424,602
-	2,349	199,798
11,198	253,684	1,375,749
11,198	256,033	3,451,274
-	-	2,312,845
-	-	266,032
-	64,530	298,777
-	50	218,196
452,819	102,270	753,529
-	80,000	80,000
-	108,625	108,625
452,819	355,475	4,038,004
(441,621)	(99,442)	(586,730)
-	10,000	62,276
-	-	(62,276)
2,170,992	13,923	2,184,915
2,170,992	23,923	2,184,915
1,729,371	(75,519)	1,598,185
2,508,055	709,461	4,323,825
\$ 4,237,426	\$ 633,942	\$ 5,922,010

DEHESA SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

Total change in fund balances, governmental funds		\$	1,598,185
Amounts reported for governmental activities in the statement of activities are different because:			
Capital outlay: In governmental funds, the costs of capital assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:			
	Expenditures for capital outlay		378,014
	Depreciation expense		(184,300)
	Net:		193,714
Debt service: In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were:			
			80,000
Debt proceeds: In governmental funds, proceeds from debt are recognized as Other Financing Sources. In the government-wide statements, proceeds from debt are reported as increases to liabilities. Amounts recognized in governmental funds as proceeds from debt, net of issue premium or discount, were:			
			(2,170,992)
Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is recognized in the period it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was:			
			(10,741)
Debt issue costs: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, issue costs are amortized over the life of the debt. The difference between debt issue costs recognized in the current period and issue costs amortized for the period is:			
			(148,832)
Postemployment benefits other than pensions (OPEB): In governmental funds, OPEB costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. This year, the difference between OPEB costs and actual employer contributions was:			
			(42,943)
Compensated absences: In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The difference between compensated absences paid and compensated absences earned was:			
			14,834
Change in net assets of governmental activities - statement of activities		\$	<u>(486,775)</u>

The accompanying notes are an integral part of this statement.

DEHESA SCHOOL DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2014

	<u>Agency Fund</u>	<u>Student Body Fund</u>
ASSETS:		
Cash on Hand and in Banks	\$ 1,446	
Total Assets	<u>1,446</u>	
LIABILITIES:		
Due to Student Groups	\$ 1,446	
Total Liabilities	<u>1,446</u>	
NET POSITION:		
Total Net Position	<u>\$ -</u>	

The accompanying notes are an integral part of this statement.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

A. Summary of Significant Accounting Policies

Dehesa School District (District) accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's "California School Accounting Manual". The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The District's combined financial statements include the accounts of all its operations. The District evaluated whether any other entity should be included in these financial statements. The criteria for including organizations as component units within the District's reporting entity, as set forth in GASB Statement No. 14, "The Financial Reporting Entity," include whether:

- the organization is legally separate (can sue and be sued in its name)
- the District holds the corporate powers of the organization
- the District appoints a voting majority of the organization's board
- the District is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the District
- there is fiscal dependency by the organization on the District

The District also evaluated each legally separate, tax-exempt organization whose resources are used principally to provide support to the District to determine if its omission from the reporting entity would result in financial statements which are misleading or incomplete. GASB Statement No. 14 requires inclusion of such an organization as a component unit when: 1) The economic resources received or held by the organization are entirely or almost entirely for the direct benefit of the District, its component units or its constituents; and 2) The District or its component units is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the organization; and 3) Such economic resources are significant to the District.

Based on these criteria, the District has no component units. Additionally, the District is not a component unit of any other reporting entity as defined by the GASB Statement.

2. Basis of Presentation, Basis of Accounting

a. Basis of Presentation

Government-wide Statements: The statement of net position and the statement of activities include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the District's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

The District reports the following major governmental funds:

General Fund. This is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

Building Fund. This fund accounts for the acquisition of major governmental capital facilities and buildings from the sale of bond proceeds.

Cafeteria Fund. This fund is used to account for the food service operations of the District.

In addition, the District reports the following fund types:

Special Revenue Funds: These funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

Capital Projects Funds: These funds account for the acquisition and/or construction of all major governmental general fixed assets.

Debt Service Funds. These funds account for the accumulation of resources for, and the payment of general long-term debt principal, interest, and related costs.

Agency Funds: These funds are used to report student activity funds and other resources held in a purely custodial capacity (assets equal liabilities). Agency funds typically involve only the receipt, temporary investment, and remittance of fiduciary resources to individuals, private organizations, or other governments.

Fiduciary funds are reported in the fiduciary fund financial statements. However, because their assets are held in a trustee or agent capacity and are therefore not available to support District programs, these funds are not included in the government-wide statements.

b. Measurement Focus, Basis of Accounting

Government-wide and Fiduciary Fund Financial Statements: These financial statements are reported using the economic resources measurement focus. They are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements: Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District does not consider revenues collected after its year-end to be available in the current period. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District's policy to use restricted resources first, then unrestricted resources.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
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3. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. By state law, the District's governing board must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object code.

5. Assets, Liabilities, and Equity

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation. All cash held by the financial institutions is fully insured or collateralized.

In accordance with Education Code Section 41001, the District maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds, except for the Tax Override Funds, in which interest earned is credited to the general fund. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Stores Inventories and Prepaid Expenditures

Inventories are recorded using the purchases method in that the cost is recorded as an expenditure at the time individual inventory items are purchased. These inventories are immaterial and have been omitted from these statements.

The District has the option of reporting an expenditure in governmental funds for prepaid items either when purchased or during the benefiting period. The District has chosen to report the expenditure when incurred.

c. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
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Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Lives</u>
Buildings	25-50
Building Improvements	10-20
Vehicles	5-7
Office Equipment	3-15

d. Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as liabilities of the District. The amount is reported in the District's long-term debt.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

e. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

f. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers In and Transfers Out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, interfund receivables and payables are netted and presented as a single "Internal Balances" line of the government-wide statement of net position.

g. Property Taxes

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on November 15 and March 15. Unsecured property taxes are payable in one installment on or before August 31. The County of San Diego bills and collects the taxes for the District.

h. Fund Balances - Governmental Funds

Fund balances of the governmental funds are classified as follows:

Nonspendable Fund Balance - represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid insurance) or legally required to remain intact (such as notes receivable or principal of a permanent fund).

Restricted Fund Balance - represents amounts that are constrained by external parties, constitutional provisions or enabling legislation.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
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Committed Fund Balance - represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance - represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance - represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

i. Minimum Fund Balance

The District maintains a minimum reserve of 5% of general fund expenditures including other financing uses within the general fund. This reserve may be increased from time to time in order to address specific anticipated shortfalls. If necessary, The Special Reserve Fund for Other Than Capital Outlay may also be used to meet the minimum state required reserve level. The minimum reserve shall apply towards the established minimum Reserve for Economic Uncertainties or an amount that that meets or exceeds the requirements by law. The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted expenditures.

Because amounts in the nonspendable, restricted, committed, and assigned categories are subject to varying constraints in use, the Reserve for Economic Uncertainties consists of balances that are otherwise unassigned.

j. GASB 54 Fund Presentation

Consistent with fund reporting requirements established by GASB Statement #54, Fund 17 (Special Reserve Fund for Other Than Capital Outlay) is merged with the General Fund for purposes of presentation in the audit report.

6. Deferred Inflows and Deferred Outflows of Resources

Deferred outflows of resources is a consumption of net assets or net position that is applicable to a future reporting period. Deferred inflows of resources is an acquisition of net assets or net position that is applicable to a future reporting period. Deferred outflows of resources and deferred inflows of resources are recorded in accordance with GASB Statement numbers 63 and 65. At June 30, 2014 the District had no Deferred Inflows or Deferred Outflows of Resources.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

7. Use of Estimates

The preparation of financial statements in conformity with GAAP requires the use of management's estimates. Actual results could differ from those estimates.

8. Changes in Accounting Policies

In March 2012, the GASB issued Statement No. 65, Items Previously Reported as Assets and Liabilities. This statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

Concepts Statement No. 4, Elements of Financial Statements, introduced and defined the elements included in financial statements, including deferred outflows of resources and deferred inflows of resources. In addition, Concepts Statement No. 4 provides that reporting a deferred outflow of resources or a deferred inflow of resources should be limited to those instances identified by the Board in authoritative pronouncements that are established after applicable due process. Prior to the issuance of this Statement, only two such pronouncements have been issued. Statement No. 53, Accounting and Financial Reporting for Derivative Instruments, requires the reporting of a deferred outflow of resources or a deferred inflow of resources for the changes in fair value of hedging derivative instruments, and Statement No. 60, Accounting and Financial Reporting for Service Concession Arrangements, requires a deferred inflow of resources to be reported by a transferor government in a qualifying service concession arrangement. This statement amends the financial statement element classification of certain items previously reported as assets and liabilities to be consistent with the definitions in Concepts Statement No. 4. This statement also provides other financial reporting guidance related to the impact of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term deferred in financial statement presentations.

The District has implemented the provisions of this Statement for the year ended June 30, 2014.

B. Compliance and Accountability

1. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures," violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None reported	Not applicable

2. Deficit Fund Balance or Fund Net Assets of Individual Funds

Following are funds having deficit fund balances or fund net assets at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None reported	Not applicable	Not applicable

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

C. Excess of Expenditures Over Appropriations

As of June 30, 2014, expenditures exceeded appropriations in individual funds as follows:

<u>Appropriations Category</u>	<u>Excess Expenditures</u>
General Fund:	
Certificated salaries	\$ 25,386
Classified salaries	2,336
Cafeteria Fund:	
Classified salaries	1,177

General fund: The District incurred unanticipated expenditures for inflationary salary increases.

Cafeteria fund: The District incurred unanticipated expenditures for inflationary salary increases.

D. Cash and Investments

1. Cash in County Treasury:

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$5,707,326 as of June 30, 2014). The fair value of the District's portion of this pool as of that date, as provided by the pool sponsor, was \$5,714,672. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investments in the pool is reported in the accounting financial statements as amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

2. Cash on Hand, in Banks, and in Revolving Fund

Cash balances on hand and in banks (\$4,100 as of June 30, 2014) and in the revolving fund (\$6,005) are insured up to \$250,000 by the Federal Depository Insurance Corporation. All cash held by the financial institution is fully insured or collateralized.

3. Investments:

The District's investments at June 30, 2014 are shown below.

<u>Investment or Investment Type</u>	<u>Average Days to Maturity</u>	<u>Amount Reported</u>	<u>Fair Value</u>
San Diego County Pooled Investment Funds	366	\$ 5,707,326	\$ 5,714,672

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

4. General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate Notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

5. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county is restricted by Government Code Section 53635 pursuant to Section 53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. The San Diego County Investment Pool is rated AA+ by Standard & Poors. The District's short term cash investments notes are rated AA+ by Standard & Poors.

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the District's name.

DEHESA SCHOOL DISTRICT
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California Government Code requires that a financial institution secure deposits made by State or Local Governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having value of 105% of the secured deposits.

As of June 30, 2014, the District's bank balances (including revolving cash) of \$10,105 was not exposed to custodial credit risk.

c. **Concentration of Credit Risk**

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer.

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the District was not exposed to concentration of credit risk.

d. **Interest Rate Risk**

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the county pool

e. **Foreign Currency Risk**

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

6. **Investment Accounting Policy**

The District is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The District's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

E. Accounts Receivable

Accounts receivable at June 30, 2014 consisted of:

	Major Governmental Funds			Nonmajor Governmental Funds	Total Governmental Funds
	General Fund	Cafeteria Fund	Building Fund		
Federal Government:					
Federal programs	\$ 124,509	\$ 5,499	-	\$ -	\$ 130,008
State Government:					
LCFF state aid	142,644	-	-	-	142,644
Lottery	16,295	-	-	-	16,295
Child nutrition program	-	3,009	-	-	3,009
Local Sources:					
Interest	1,468	132	5,262	1,623	8,485
Other local sources	185,943	-	-	-	185,943
Totals	\$ 470,859	\$ 8,640	5,262	\$ 1,623	\$ 486,384

F. Capital Assets

Capital asset activity for the year ended June 30, 2014, was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 3,000	\$ -	\$ -	\$ 3,000
Work in progress	24,634	350,688	-	375,322
Total capital assets not being depreciated	27,634	350,688	-	378,322
Capital assets being depreciated:				
Buildings	2,059,265	-	-	2,059,265
Improvements	9,900	-	-	9,900
Equipment	694,221	27,326	-	721,547
Total capital assets being depreciated	2,763,386	27,326	-	2,790,712
Less accumulated depreciation for:				
Buildings	(1,354,219)	(82,978)	-	(1,437,197)
Improvements	(9,900)	-	-	(9,900)
Equipment	(467,918)	(101,322)	-	(569,240)
Total accumulated depreciation	(1,832,037)	(184,300)	-	(2,016,337)
Total capital assets being depreciated, net	931,349	(156,974)	-	774,375
Governmental activities capital assets, net	\$ 958,983	\$ 193,714	\$ -	\$ 1,152,697

Depreciation was charged to functions as follows:

Instruction	\$ 25,622
Instruction-Related Services	19,598
Pupil Services	50,085
General Administration	2,876
Plant Services	6,093
Unallocated	80,026
	<u>\$ 184,300</u>

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

G. Interfund Balances and Activities

1. Due To and From Other Funds

Balances due to and due from other funds at June 30, 2014, consisted of the following:

<u>Due To Fund</u>	<u>Due From Fund</u>	<u>Amount</u>	<u>Purpose</u>
Special Reserve Fund	General Fund	\$ 17,000	Oversite fees
Building Fund	Cafeteria Fund	46,788	Correct posting error
	Total	\$ 63,788	

All amounts due are scheduled to be repaid within one year.

2. Transfers To and From Other Funds

Transfers to and from other funds at June 30, 2014, consisted of the following:

<u>Transfers From</u>	<u>Transfers To</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Child Development Fund	\$ 10,000	Summer student care
General Fund	Special Reserve Fund	17,000	Oversite fees
Special Reserve Fund	General Fund	35,276	Expense reimbursement
	Total	\$ 62,276	

H. Accounts Payable

Accounts payable at June 30, 2014 consisted of:

	<u>Major Governmental Funds</u>			<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
	<u>General Fund</u>	<u>Cafeteria Fund</u>	<u>Building Fund</u>		
Vendor payables	\$ 76,077	\$ -	\$ 71	\$ 5,325	\$ 81,473
Payroll and related benefits	196,851	125	-	1,910	198,886
Totals	\$ 272,928	\$ 125	\$ 71	\$ 7,235	\$ 280,359

I. Long-Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended June 30, 2014, are as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Amounts Due Within One Year</u>
<u>Governmental activities:</u>					
General obligation bonds	\$ 2,499,852	\$ 2,170,992	\$ 80,000	\$ 4,590,844	\$ -
Accreted interest	3,672	12,375	-	16,047	-
Bond premium	216,366	156,719	7,887	365,198	-
Compensated absences *	45,061	-	14,834	30,227	30,227
Net OPEB obligation	47,061	67,519	24,576	90,004	-
Total governmental activities	\$ 2,812,012	\$ 2,407,605	\$ 127,297	\$ 5,092,320	\$ 30,227

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

* Other long-term liabilities

The funds typically used to liquidate other long-term liabilities in the past are as follows:

<u>Liability</u>	<u>Activity Type</u>	<u>Fund</u>
Compensated absences	Governmental	General

2. Debt Service Requirements

Debt service requirements on long-term debt, net of bond premium, net OPEB obligation, and accreted interest, at June 30, 2014 are as follows:

<u>Year Ending June 30,</u>	<u>Governmental Activities</u>			
	<u>Principal</u>	<u>Accreted Interest</u>	<u>Interest</u>	<u>Total</u>
	2015	\$ 30,227	\$ 8,255	\$ 107,425
2016	-	8,961	195,363	204,324
2017	-	9,735	195,363	205,098
2018	4,775	10,790	195,363	210,928
2019	24,263	12,212	194,823	231,298
2020-2024	216,980	91,987	965,615	1,274,582
2025-2029	437,782	198,858	927,265	1,563,905
2030-2034	521,103	299,190	780,815	1,601,108
2035-2039	1,035,941	123,047	604,011	1,762,999
2040-2044	2,090,000	-	430,433	2,520,433
2045-2049	260,000	-	11,916	271,916
Totals	<u>\$ 4,621,071</u>	<u>\$ 763,035</u>	<u>\$ 4,608,392</u>	<u>\$ 9,962,271</u>

3. General Obligation Bonds

General obligation bonds at June 30, 2014 consisted of the following:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>
2010 Election Series A	08/01/2013	3.00-4.00%	08/01/2043	\$ 2,499,852
2012 Election Series A	06/01/2014	1.46-5.11%	08/01/2044	2,170,992
				<u>\$ 4,670,844</u>
	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
2010 Election Series A	\$ 2,499,852	\$ -	\$ 80,000	\$ 2,419,852
2010 Accreted Interest	3,672	7,600	-	11,272
2012 Election Series A	-	2,170,992	-	2,170,992
2012 Accreted Interest	-	4,775	-	4,775
Total GO Bonds	<u>\$ 2,503,524</u>	<u>\$ 2,183,367</u>	<u>\$ 80,000</u>	<u>\$ 4,606,891</u>

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

The annual requirements to amortize the bonds outstanding at June 30, 2014 are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Accreted Interest</u>	<u>Interest</u>	<u>Total</u>
2015	\$ -	\$ 8,255	\$ 107,425	\$ 115,680
2016	-	8,961	195,363	204,324
2017	-	9,735	195,363	205,098
2018	4,775	10,790	195,363	210,928
2019	24,263	12,212	194,823	231,298
2020-2024	216,980	91,987	965,615	1,274,582
2025-2029	437,782	198,858	927,265	1,563,905
2030-2034	521,103	299,190	780,815	1,601,108
2035-2039	1,035,941	123,047	604,011	1,762,999
2040-2044	2,090,000	-	430,433	2,520,433
2045-2049	260,000	-	11,916	271,916
Totals	\$ 4,590,844	\$ 763,035	\$ 4,608,392	\$ 9,962,271

4. **Bond Premium**

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and then amortize the premium over the life of the bond. The premiums are amortized over the life of the bond using the effective interest rate method.

The following bonds were issued at a premium resulting in effective interest as follows:

	<u>2010 Series A Bonds</u>	<u>2012 Series A Bonds</u>
Total Interest	\$ 3,075,100	\$ 2,659,700
Less Bond Premium	(223,578)	(156,719)
Net Interest	\$ 2,851,522	\$ 2,502,981
Par Amount of Bonds	\$ 2,499,582	\$ 2,170,992
Periods	30	30
Effective Interest Rate	3.80%	3.84%

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

J. Components of Ending Fund Balance

As of June 30, 2014 components of ending fund balance consisted of:

	Major Governmental Funds			Nonmajor Governmental Funds	Total Governmental Funds
	General Fund	Cafeteria Fund	Building Fund		
Nonspendable Fund Balances					
Revolving Cash	\$ 6,005	\$ -	\$ -	\$ -	\$ 6,005
Restricted Fund Balances					
Educational Programs	243,548	-	-	1,181	244,729
Child Nutrition Program	-	16,590	-	-	16,590
Committed Fund Balances					
Capital Projects	-	-	4,237,426	-	4,237,426
Assigned Fund Balances					
Educational Programs	492,289	-	-	126,183	618,472
Child Development Program	-	-	-	4,471	4,471
Capital Projects	-	-	-	188,029	188,029
Debt Service	-	-	-	159,819	159,819
Deferred Maintenance	-	-	-	154,259	154,259
Unassigned Fund Balances					
For Economic Uncertainty	292,210	-	-	-	292,210
Total Fund Balance	\$ 1,034,052	\$ 16,590	\$ 4,237,426	\$ 633,942	\$ 5,922,010

K. Adjustment to Beginning Net Position

The District implemented GASB Statement No. 65 during the current fiscal year which resulted in an accounting change in the treatment of debt issue costs. Under previous standards, debt issue costs were recorded as prepaid expenses and amortized over the life of the debt. Under newly implemented standards all debt issue costs, except for prepaid insurance, are expensed in the period the debt is issued. The resulting accounting change required a restatement of beginning net position as follows:

Net Position, Beginning (As Originally Stated)	\$ 2,640,767
Change in accounting policy	<u>(216,366)</u>
Net Position, Beginning (As Restated)	<u>\$ 2,424,401</u>

L. Joint Ventures (Joint Powers Agreements)

The District participates in one joint powers agreement (JPA) entity, the San Diego County Schools Risk Management (SDCSRMS). The relationship between the District and the JPA is such that the JPA is not a component unit of the District.

The JPA arranges for and provides for various types of insurances for its member districts as requested. The JPA is governed by a board consisting of a representative from each member district. The board controls the operations of the JPA, including selection of management and approval of operating budgets, independent of any influence by the member districts beyond their representation on the board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionate to their participation in the JPA.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

Combined condensed unaudited financial information of the District's share of the JPA for the year ended June 30, 2014 is as follows:

Total Assets	\$	(40,353)
Total Liabilities		2,980
Total Fund Balance		(43,333)
Total Cash Receipts		11,714
Total Cash Disbursements		12,045
Net Change in Fund Balance		(331)

The District has a repayment plan in place to repay the deficit balance at June 30, 2014.

M. Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (STRS), and classified employees are members of the Public Employees' Retirement System (PERS).

PERS:

Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814.

Funding Policy

Active plan members are required to contribute 7% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2013-14 was 11.442% of annual payroll. The contribution requirements of the plan members are established by state statute. The District's contributions to CalPERS for the fiscal year ending June 30, 2014, 2013 and 2012 were \$47,053, \$49,188 and \$41,841, respectively, and equal 100% of the required contributions for each year.

STRS:

Plan Description

The District contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from the STRS, 7667 Folsom Boulevard, Sacramento, California 95826.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

Funding Policy

Active plan members are required to contribute 8% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2013-14 was 8.25% of annual payroll. The contribution requirements of the plan members are established by state statute. The District's contributions to STRS for the fiscal year ending June 30, 2014, 2013 and 2012 were \$79,702, \$74,321 and \$74,741, respectively, and equal 100% of the required contributions for each year.

On Behalf Payments

The State of California makes contributions to STRS on behalf of the District. These payments consist of State General Fund contributions to STRS in the amount of \$51,179 (5.204002% of salaries subject to STRS). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements. On behalf payments have been excluded from the calculation of available reserves, and have not been included in the budgeted amounts reported in the General Fund Budgetary Comparison Schedule.

N. Postemployment Benefits Other Than Pension Benefits

Plan Description

The Dehesa School District (District) offers health care benefits, as established by board policy, to all employees who retire from the District and meet established requirements. Currently, the District pays 100% of the cost of the premium. Based on the July 1, 2013 actuarial study the number of active employees was 25 with 2 retirees.

Contribution Information

The contribution requirements of Plan members and the District are established and amended by the District. The required contribution is based on projected pay-as-you-go financing requirements. For fiscal year 2013-14, the District contributed \$24,576 for health care benefits which represented 36.4% of the annual required contribution.

Annual OPEB Cost and Net OPEB Obligation

The District's annual other post employment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost of the year, the amount actually contributed to the plan and changes in the District's net obligation to the Plan:

Annual required contribution	\$ 67,519
Contribution made	<u>(24,576)</u>
Increase in net OPEB obligation	42,943
Net OPEB obligation, beginning of year	<u>47,061</u>
Net OPEB obligation, end of year	<u>\$ 90,004</u>

The annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for 2014 was as follows:

<u>Year Ended June 30,</u>	<u>Annual Required Contribution</u>	<u>Percentage Contributed</u>	<u>Net OPEB Obligation</u>
2014	\$67,519	36.4%	90,004

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

Funding Status and Funding Progress

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employer and Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The District utilized the Alternative Measurement Method which differs from a full actuarial valuation and is permitted for employers with fewer than one hundred plan members, which includes employees in active service, terminated employees who have accumulated benefits but are not receiving them, and retirees and beneficiaries currently receiving benefits. In the June 30, 2013 actuarial review under the Alternative Measurement Method, the actuarial cost method used was Projected Unit Credit with service prorate. Under this method, the Actuarial Accrued Liability is the present value of projected benefits multiplied by the ratio of benefit service as of the valuation date to the projected benefit service at retirement, termination, disability or death. The Normal Cost for a plan year is the expected increase in the Accrued Liability during the plan year. All employees eligible as of the measurement date in accordance with the provisions of the Plan listed in the data provided by the Employer were included in the valuation.

The UAAL is being amortized at a level dollar method with the amortization period at June 30, 2014 of 29 years.

O. Commitments and Contingencies

Litigation

State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to view and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

P. Construction Commitments

As of June 30, 2014 the District had no commitments with respect to unfinished capital projects.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

Q. Subsequent Events

New Accounting Pronouncements

In June 2012, the GASB issued Statement No. 68, Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This Statement replaces the requirements of Statement No. 27, Accounting for Pensions by State and Local Governmental Employers, as well as the requirements of Statement No. 50 Pension Disclosures, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements 27 and 50 remain applicable for pensions that are not covered by the scope of this Statement.

The scope of this Statement addresses accounting and financial reporting for pensions that are provided to the employees of state and local governmental employers through pension plans that are administered through trusts that have the following characteristics:

- Contributions from employers and non-employer contributing entities to the pension plan and earnings on those contributions are irrevocable.
- Pension plan assets are dedicated to providing pensions to plan members in accordance with the benefit terms.
- Pension plan assets are legally protected from the creditors of employers, non-employer contributing entities, and the pension plan administrator. If the plan is a defined benefit pension plan, plan assets also are legally protected from creditors of the plan members.

This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service.

Note disclosure and required supplementary information requirements about pensions are also addressed. Distinctions are made regarding the particular requirements for employers based on the number of employers whose employees are provided with pensions through the pension plan and whether pension obligations and pension plan assets are shared. Employers are classified in one of the following categories for the purposes of this Statement:

- Single employers are those whose employees are provided with defined benefit pensions through single-employer pension plans - pension plans in which pensions are provided to the employees of only one employer (as defined by this statement).
- Agent employers are those whose employees are provided with defined benefit pensions through agent multiple-employer pension plans - pension plans in which plan assets are pooled for investment purposes but separate accounts are maintained for each individual employer so that each employer's share of the pooled assets is legally available to pay the benefits of only its employees.
- Cost-sharing employers are those whose employees are provided with defined benefit pensions through cost-sharing multiple-employer pension plans - pension plans in which the pension obligations to the employees of more than one employer are pooled and plan assets can be used to pay the benefits of the employees of any employer that provides pensions through the pension plan.

DEHESA SCHOOL DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

In addition, this Statement details the recognition and disclosure requirements for employers with liabilities (payables) to a defined benefit pension plan and for employers whose employees are provided with defined contribution pensions. This Statement also addresses circumstances in which a non-employer entity has a legal requirement to make contributions directly to a pension plan.

This Statement is effective for the 2014-15 fiscal year.

In November 2013, the GASB issued Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date - An Amendment of GASB Statement No. 68. The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, Accounting and Financial Reporting for Pensions. The issue relates to amounts associated with contributions, if any, made by a state or local government employer or nonemployer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability.

Statement No. 68 requires a state or local government employer (or nonemployer contributing entity in a special funding situation) to recognize a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. If a state or local government employer or nonemployer contributing entity makes a contribution to a defined benefit pension plan between the measurement date of the reported net pension liability and the end of the government's reporting period, Statement No. 68 requires recognition of deferred outflows of resources and deferred inflows of resources for changes in the net pension liability of a state or local government employer or nonemployer contributing entity that arise from other types of events. At transition to Statement No. 68, if it is not practical for an employer or nonemployer contributing entity to determine the amounts of all deferred outflows of resources and deferred inflows of resources related to pensions, paragraph 137 of Statement No. 68 required that beginning balances for deferred outflows of resources and deferred inflows of resources not be reported.

Consequently, if it is not practical to determine the amounts of all deferred outflows of resources and deferred inflows of resources related to pensions, contributions made after the measurement date of the beginning net pension liability could not have been reported as deferred outflows of resources at transition. This could have resulted in a significant understatement of an employer or nonemployer contributing entity's beginning net position and expense in the initial period of implementation.

GASB Statement No. 71 amends paragraph 137 of Statement No. 68 to require that, at transition, a government recognize a beginning deferred outflow of resources for its pension contributions, if any, made subsequent to the measurement date of the beginning net pension liability. Statement No. 68, as amended, continues to require that beginning balances for other deferred outflows of resources and deferred inflows of resources related to pensions be reported at transition only if it is practical to determine all such amounts.

The provisions of this statement are required to be applied with the provisions of Statement No. 68 which is effective for the 2014-15 fiscal year.

Required Supplementary Information

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

DEHESA SCHOOL DISTRICT
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2014

EXHIBIT B-1

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
LCFF Sources:				
State Apportionment	\$ 826,678	\$ 1,137,559	\$ 1,071,495	\$ (66,064)
Education Protection Account Funds	171,635	209,163	226,268	17,105
Local Sources	137,746	99,721	153,362	53,641
Federal Revenue	469,666	406,285	373,679	(32,606)
Other State Revenue	299,591	138,884	142,338	3,454
Other Local Revenue	971,967	1,099,704	1,086,679	(13,025)
Total Revenues	<u>2,877,283</u>	<u>3,091,316</u>	<u>3,053,821</u>	<u>(37,495)</u>
Expenditures:				
Current:				
Certificated Salaries	938,493	955,272	980,658	(25,386)
Classified Salaries	459,384	470,752	473,088	(2,336)
Employee Benefits	414,600	420,110	395,977	24,133
Books And Supplies	97,894	105,742	88,630	17,112
Services And Other Operating Expenditures	1,002,631	1,185,404	1,139,902	45,502
Capital Outlay	-	58,326	27,326	31,000
Total Expenditures	<u>2,913,002</u>	<u>3,195,606</u>	<u>3,105,581</u>	<u>90,025</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(35,719)</u>	<u>(104,290)</u>	<u>(51,760)</u>	<u>52,530</u>
Other Financing Sources (Uses):				
Transfers In	7,950	35,276	35,276	-
Transfers Out	-	(70,000)	(27,000)	43,000
Total Other Financing Sources (Uses)	<u>7,950</u>	<u>(34,724)</u>	<u>8,276</u>	<u>43,000</u>
Net Change in Fund Balance	<u>(27,769)</u>	<u>(139,014)</u>	<u>(43,484)</u>	<u>95,530</u>
Fund Balance, July 1	<u>585,247</u>	<u>585,247</u>	<u>585,247</u>	<u>-</u>
Fund Balance, June 30	<u>\$ 557,478</u>	<u>\$ 446,233</u>	<u>\$ 541,763</u>	<u>\$ 95,530</u>

The accompanying notes to required supplemental information are an integral part of this statement.

DEHESA SCHOOL DISTRICT
CAFETERIA FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2014

EXHIBIT B-2

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues:				
Federal Revenue	\$ 50,000	\$ 50,000	\$ 50,923	\$ 923
Other State Revenue	4,150	4,150	3,932	(218)
Other Local Revenue	25,658	25,658	22,150	(3,508)
Total Revenues	<u>79,808</u>	<u>79,808</u>	<u>77,005</u>	<u>(2,803)</u>
Expenditures:				
Current:				
Classified Salaries	22,800	22,800	23,977	(1,177)
Employee Benefits	4,415	4,215	4,117	98
Books And Supplies	49,350	49,350	42,109	7,241
Services And Other Operating Expenditures	2,500	4,500	2,747	1,753
Total Expenditures	<u>79,065</u>	<u>80,865</u>	<u>72,950</u>	<u>7,915</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>743</u>	<u>(1,057)</u>	<u>4,055</u>	<u>5,112</u>
Net Change in Fund Balance	<u>743</u>	<u>(1,057)</u>	<u>4,055</u>	<u>5,112</u>
Fund Balance, July 1	12,535	12,535	12,535	-
Fund Balance, June 30	<u>\$ 13,278</u>	<u>\$ 11,478</u>	<u>\$ 16,590</u>	<u>\$ 5,112</u>

The accompanying notes to required supplemental information are an integral part of this statement.

DEHESA SCHOOL DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF FUNDING PROGRESS
OTHER POST EMPLOYMENT BENEFITS
YEAR ENDED JUNE 30, 2014

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets (a)</u>	<u>Actuarial Accrued Liability (AAL) - Entry Age (b)</u>	<u>Unfunded AAL (UAAL) (b-a)</u>	<u>Funded Ratio (a/b)</u>	<u>Covered Payroll (c)</u>	<u>UAAL as a Percentage of Covered Payroll ((b-a)/c)</u>
6/30/13	\$ -	\$ 448,800	\$ 448,800	-	\$ 1,384,400	32.4%

DEHESA SCHOOL DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2014

Budgetary Comparison Schedule - General Fund

As described in Note A to these financial statements, for purposes of reporting in conformity with GASB Statement No. 54, the District's Special Reserve Fund for Other Than Capital Outlay (Fund 17) was included with the General Fund. The Budgetary Comparison Schedule included in the Required Supplementary Information is based on the legally adopted budget for the General Fund only.

General Fund - Fund Financial Statements Ending Fund Balance	\$ 1,034,052
Less Fund 17 Fund Balance	<u>(492,289)</u>
General Fund - Budgetary Comparison Schedule Ending Fund Balance	<u>\$ 541,763</u>
General Fund - Fund Financial Statements Net Change in Fund Balance	\$ (59,722)
Change in Fund Balance attributed to Fund 17	<u>16,238</u>
General Fund - Budgetary Comparison Schedule Change in Fund Balance	<u>\$ (43,484)</u>

In addition, the budgetary comparison schedule does not include revenue and expenses associated with on behalf payments made by the state for the fiscal year as follows:

General Fund - Fund Financial Statements Revenues and Other Financing Sources (Excluding Fund 17)	\$ 3,140,276
Less on Behalf Payments for year ended June 30, 2014	<u>(51,179)</u>
General Fund - Budgetary Comparison Schedule Revenues and Other Financing Sources (Excluding Fund 17)	<u>\$ 3,089,097</u>
General Fund - Fund Financial Statements Expenditures and Other Financing Uses (Excluding Fund 17)	\$ 3,183,760
Less on Behalf Payments for year ended June 30, 2014	<u>(51,179)</u>
General Fund - Budgetary Comparison Schedule Expenditures and Other Financing Uses (Excluding Fund 17)	<u>\$ 3,132,581</u>

Combining Statements and Budget Comparisons as Supplementary Information

This supplementary information includes financial statements and schedules not required by the Governmental Accounting Standards Board, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

DEHESA SCHOOL DISTRICT
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2014

	Special Revenue Funds	Debt Service Fund Bond Interest & Redemption	Capital Projects Funds	Total Nonmajor Governmental Funds (See Exhibit A-3)
ASSETS:				
Cash in County Treasury	\$ 286,943	\$ 159,819	\$ 192,163	\$ 638,925
Cash on Hand and in Banks	629	-	-	629
Accounts Receivable	1,242	-	381	1,623
Total Assets	<u>288,814</u>	<u>159,819</u>	<u>192,544</u>	<u>641,177</u>
LIABILITIES AND FUND BALANCE:				
Liabilities:				
Accounts Payable	\$ 2,720	\$ -	\$ 4,515	\$ 7,235
Total Liabilities	<u>2,720</u>	<u>-</u>	<u>4,515</u>	<u>7,235</u>
Fund Balance:				
Restricted Fund Balances	1,181	-	-	1,181
Assigned Fund Balances	284,913	159,819	188,029	632,761
Total Fund Balance	<u>286,094</u>	<u>159,819</u>	<u>188,029</u>	<u>633,942</u>
Total Liabilities and Fund Balances	<u>\$ 288,814</u>	<u>\$ 159,819</u>	<u>\$ 192,544</u>	<u>\$ 641,177</u>

DEHESA SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2014

	Special Revenue Funds	Debt Service Fund Bond Interest & Redemption	Capital Projects Funds	Total Nonmajor Governmental Funds (See Exhibit A-5)
Revenues:				
Other State Revenue	\$ -	\$ 2,349	\$ -	\$ 2,349
Other Local Revenue	55,219	197,538	927	253,684
Total Revenues	<u>55,219</u>	<u>199,887</u>	<u>927</u>	<u>256,033</u>
Expenditures:				
Pupil Services	64,530	-	-	64,530
General Administration	50	-	-	50
Plant Services	50,395	-	51,875	102,270
Debt Service:				
Principal	-	80,000	-	80,000
Interest	-	108,625	-	108,625
Total Expenditures	<u>114,975</u>	<u>188,625</u>	<u>51,875</u>	<u>355,475</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(59,756)</u>	<u>11,262</u>	<u>(50,948)</u>	<u>(99,442)</u>
Other Financing Sources (Uses):				
Transfers In	10,000	-	-	10,000
Other Sources	-	13,923	-	13,923
Total Other Financing Sources (Uses)	<u>10,000</u>	<u>13,923</u>	<u>-</u>	<u>23,923</u>
Net Change in Fund Balance	(49,756)	25,185	(50,948)	(75,519)
Fund Balance, July 1	335,850	134,634	238,977	709,461
Fund Balance, June 30	<u>\$ 286,094</u>	<u>\$ 159,819</u>	<u>\$ 188,029</u>	<u>\$ 633,942</u>

DEHESA SCHOOL DISTRICT
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
JUNE 30, 2014

	Charter School Fund	Child Development Fund	Deferred Maintenance Fund	Total Nonmajor Special Revenue Funds (See Exhibit C-1)
ASSETS:				
Cash in County Treasury	\$ 127,114	\$ 5,075	\$ 154,754	\$ 286,943
Cash on Hand and in Banks	-	629	-	629
Accounts Receivable	250	677	315	1,242
Total Assets	<u>127,364</u>	<u>6,381</u>	<u>155,069</u>	<u>288,814</u>
LIABILITIES AND FUND BALANCE:				
Liabilities:				
Accounts Payable	\$ -	\$ 1,910	\$ 810	\$ 2,720
Total Liabilities	<u>-</u>	<u>1,910</u>	<u>810</u>	<u>2,720</u>
Fund Balance:				
Restricted Fund Balances	1,181	-	-	1,181
Assigned Fund Balances	126,183	4,471	154,259	284,913
Total Fund Balance	<u>127,364</u>	<u>4,471</u>	<u>154,259</u>	<u>286,094</u>
Total Liabilities and Fund Balances	<u>\$ 127,364</u>	<u>\$ 6,381</u>	<u>\$ 155,069</u>	<u>\$ 288,814</u>

DEHESA SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED JUNE 30, 2014

	Charter School Fund	Child Development Fund	Deferred Maintenance Fund	Total Nonmajor Special Revenue Funds (See Exhibit C-2)
Revenues:				
Other Local Revenue	\$ 563	\$ 54,041	\$ 615	\$ 55,219
Total Revenues	<u>563</u>	<u>54,041</u>	<u>615</u>	<u>55,219</u>
Expenditures:				
Pupil Services	-	64,530	-	64,530
General Administration	50	-	-	50
Plant Services	-	-	50,395	50,395
Total Expenditures	<u>50</u>	<u>64,530</u>	<u>50,395</u>	<u>114,975</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>513</u>	<u>(10,489)</u>	<u>(49,780)</u>	<u>(59,756)</u>
Other Financing Sources (Uses):				
Transfers In	-	10,000	-	10,000
Total Other Financing Sources (Uses)	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Net Change in Fund Balance	513	(489)	(49,780)	(49,756)
Fund Balance, July 1	126,851	4,960	204,039	335,850
Fund Balance, June 30	<u>\$ 127,364</u>	<u>\$ 4,471</u>	<u>\$ 154,259</u>	<u>\$ 286,094</u>

DEHESA SCHOOL DISTRICT
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
JUNE 30, 2014

	Capital Facilities Fund	Capital Outlay Projects	Total Nonmajor Capital Projects Funds (See Exhibit C-1)
ASSETS:			
Cash in County Treasury	\$ 184,770	\$ 7,393	\$ 192,163
Accounts Receivable	366	15	381
Total Assets	<u>185,136</u>	<u>7,408</u>	<u>192,544</u>
LIABILITIES AND FUND BALANCE:			
Liabilities:			
Accounts Payable	\$ 4,515	\$ -	\$ 4,515
Total Liabilities	<u>4,515</u>	<u>-</u>	<u>4,515</u>
Fund Balance:			
Assigned Fund Balances	180,621	7,408	188,029
Total Fund Balance	<u>180,621</u>	<u>7,408</u>	<u>188,029</u>
Total Liabilities and Fund Balances	<u>\$ 185,136</u>	<u>\$ 7,408</u>	<u>\$ 192,544</u>

DEHESA SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS
FOR THE YEAR ENDED JUNE 30, 2014

	Capital Facilities Fund	Capital Outlay Projects	Total Nonmajor Capital Projects Funds (See Exhibit C-2)
Revenues:			
Other Local Revenue	\$ 894	\$ 33	\$ 927
Total Revenues	<u>894</u>	<u>33</u>	<u>927</u>
Expenditures:			
Plant Services	51,875	-	51,875
Total Expenditures	<u>51,875</u>	<u>-</u>	<u>51,875</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(50,981)</u>	<u>33</u>	<u>(50,948)</u>
Net Change in Fund Balance	(50,981)	33	(50,948)
Fund Balance, July 1	231,602	7,375	238,977
Fund Balance, June 30	<u>\$ 180,621</u>	<u>\$ 7,408</u>	<u>\$ 188,029</u>

Other Supplementary Information

This section includes financial information and disclosures not required by the Governmental Accounting Standards Board and not considered a part of the basic financial statements. It may, however, include information which is required by other entities.

Supplementary Information Section

DEHESA SCHOOL DISTRICT
LOCAL EDUCATION AGENCY
ORGANIZATION STRUCTURE
JUNE 30, 2014

The Dehesa School District was established in 1876 and is comprised of approximately 19 square miles, located in San Diego County. There were no changes in the boundaries of the District during the year. The District is currently operating one elementary school and sponsors two charter schools.

<u>Governing Board</u>		
<u>Name</u>	<u>Office</u>	<u>Term and Term Expiration</u>
Cindy White	President	Four Year Term Expires November 2014
Karl Becker	Vice President	Four Year Term Expires November 2014
Chuck Husky	Clerk	Four Year Term Expires November 2014
Jeff Royal	Member	Four Year Term Expires November 2016
Derek Voth	Member	Four Year Term Expires November 2016

Administration

Janet M. Wilson
 Superintendent/Principal

Gary Hobelman
 Business Manager

DEHESA SCHOOL DISTRICT
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2014

TABLE D-1

	Second Period Report		Annual Report	
	Original	Revised	Original	Revised
TK/K-3:				
Regular ADA	92.91	N/A	100.59	N/A
TK/K-3 Totals	92.91	N/A	100.59	N/A
Grades 4-6:				
Regular ADA	54.01	N/A	54.00	N/A
Grades 4-6 Totals	54.01	N/A	54.00	N/A
Grades 7 and 8:				
Regular ADA	34.35	N/A	34.92	N/A
Grades 7 and 8 Totals	34.35	N/A	34.92	N/A
ADA Totals	181.27	N/A	189.51	N/A

N/A - There were no audit findings which resulted in necessary revisions to attendance.

Average daily attendance is a measurement of the number of pupils attending classes of the district or charter school. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts and charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

DEHESA SCHOOL DISTRICT
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2014

TABLE D-2

<u>Grade Level</u>	<u>Ed. Code 46207 Minutes Requirement</u>	<u>Ed. Code 46207 Adjusted & Reduced</u>	<u>2013-14 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Number of Days Multitrack Calendar</u>	<u>Status</u>
Kindergarten	36,000	35,000	59,633	181	-	Complied
Grade 1	50,400	49,000	56,013	181	-	Complied
Grade 2	50,400	49,000	56,013	181	-	Complied
Grade 3	50,400	49,000	55,833	181	-	Complied
Grade 4	54,000	52,500	55,833	181	-	Complied
Grade 5	54,000	52,500	55,833	181	-	Complied
Grade 6	54,000	52,500	59,633	181	-	Complied
Grade 7	54,000	52,500	59,633	181	-	Complied
Grade 8	54,000	52,500	59,633	181	-	Complied

School districts and charter schools must maintain their instructional minutes as defined in Education Code Section 46207. This schedule is required of all districts, including basic aid districts.

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instruction time offered by the District and whether the District complied with the provisions of Education Code Sections 46200 through 46206. The District neither met nor exceeded its target funding.

DEHESA SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
YEAR ENDED JUNE 30, 2014

TABLE D-3

General Fund	Budget 2015 (See Note 1)	2014	2013	2012
Revenues and other financial sources	\$ 2,993,175	\$ 3,140,276	\$ 3,201,417	\$ 3,119,165
Expenditures, other uses and transfers out	3,142,636	3,183,760	3,055,355	3,078,609
Change in fund balance (deficit)	(149,461)	(43,484)	146,062	40,556
Ending fund balance	\$ 392,302	\$ 541,763	\$ 585,247	\$ 439,185
Available reserves	\$ 169,433	\$ 292,210	\$ 291,409	\$ 258,488
Available reserves as a percentage of total outgo	5.4%	9.3%	9.7%	9.4%
Total long-term debt	\$ 5,049,417	\$ 5,092,320	\$ 2,812,012	\$ 38,993
Average daily attendance at P-2	181	181	207	215

This schedule discloses the district's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the district's ability to continue as a going concern for a reasonable period of time.

The general fund balance has increased by \$143,134 over the past three years. The fiscal year 2014-15 budget projects a decrease of \$149,461. For a district this size, the state recommends available reserves of at least 3% of general fund expenditures, other uses and transfers out.

Long-term debt has increased by \$5,072,836 over the past three years.

Average daily attendance (ADA) has decreased by 14 over the past three years.

Notes:

- 1 Budget 2015 is included for analytical purposes only and has not been subjected to audit.
- 2 Available reserves consist of all assigned fund balances, all unassigned fund balances, and all funds reserved for economic uncertainties contained within the General Fund.
- 3 On behalf payments of \$51,179, \$47,561, and \$38,887, have been excluded from the calculation of available reserves for the fiscal years ending June 30, 2014, 2013, and 2012.
- 4 As described in Note A to these financial statements, for purposes of reporting in conformity with GASB Statement No. 54, the District's Special Reserve Fund for Other Than Capital Outlay (Fund 17) is included with the General Fund. The above Schedule of Financial Trends and Analysis contains only the financial information of the General Fund.

DEHESA SCHOOL DISTRICT
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET
REPORT WITH AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2014

	<u>General Fund</u>	<u>Special Reserve Fund</u>
June 30, 2014, annual financial and budget report fund balances	\$ 541,763	\$ 492,289
Adjustments and reclassifications:		
Increasing (decreasing) the fund balance:		
Correct for incorrect fund posting		
GASB # 54 required inclusion with general fund	<u>492,289</u>	<u>(492,289)</u>
June 30, 2014, audited financial statement fund balances	<u>\$ 1,034,052</u>	<u>\$ -</u>

This schedule provides the information necessary to reconcile the fund balances of all funds and the total liabilities balance of the general long-term debt account group as reported on the SACS report to the audited financial statements. Funds that required no adjustment are not presented.

TABLE D-4

<u>Cafeteria Fund</u>	<u>Building Fund</u>
\$ 63,378	\$ 4,190,638
(46,788)	46,788
<u>-</u>	<u>-</u>
<u>\$ 16,590</u>	<u>\$ 4,237,426</u>

DEHESA SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
YEAR ENDED JUNE 30, 2014

TABLE D-5

The following charter schools are chartered by Dehesa School District.

<u>Charter Schools</u>	<u>Included In Audit?</u>
Dehesa Charter School (#419)	No
Diego Hills Charter School (#1088)	No
The Heights Charter School (#1488)	No
Community Montessori Charter School (#1494)	No



P. Robert Wilkinson, CPA
Brian K. Hadley, CPA
Natalie C. Azzam, CPA

Aubrey W. King, CPA
Richard K. Savage, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Internal Control over Financial Reporting and
On Compliance and Other Matters Based on an Audit of Financial Statements
Performed In Accordance With Government Auditing Standards

Board of Trustees
Dehesa School District
El Cajon, California

Members of the Board of Trustees:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Dehesa School District, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise Dehesa School District's basic financial statements, and have issued our report thereon dated January 27, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Dehesa School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Dehesa School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Dehesa School District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as finding 2014-001 and 2014-002 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We did not identify any deficiencies we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Dehesa School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as finding 2014-003 and 2014-004.

Dehesa School District's Response to Findings

Dehesa School District's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Dehesa School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King & Co., LLP

El Cajon, California
January 27, 2015

Independent Auditor's Report on State Compliance

Board of Trustees
 Dehesa School District
 El Cajon, California

Members of the Board of Trustees:

Report on State Compliance

We have audited the District's compliance with the types of compliance requirements described in the *Standards and Procedures for Audits of California K-12 Local Education Agencies 2013-14*, published by the California Education Audit Appeals Panel that could have a direct and material effect on each of the District's state programs identified below for the fiscal year ended June 30, 2014.

Management's Responsibility for State Compliance

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each applicable program as identified in the State's audit guide, *Standards and Procedures for Audits of California K-12 Local Education Agencies 2013-14* published by the Education Audit Appeals Panel. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the State's audit guide, *Standards and Procedures for Audits of California K-12 Local Education Agencies 2013-14* published by the Education Audit Appeals Panel. Those standards and audit guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state programs noted below occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the District's compliance with those requirements.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures In Audit Guide</u>	<u>Procedures Performed</u>
Attendance Accounting:		
Attendance Reporting	6	Yes
Teacher Certification and Misassignments	3	Yes
Kindergarten Continuance	3	Yes
Independent Study	23	N/A
Continuation Education	10	N/A
Instructional Time for School Districts	10	Yes
Instructional Materials, General Requirements	8	Yes
Ratios of Administrative Employees to Teachers	1	Yes

Classroom Teacher Salaries	1	Yes
Early Retirement Incentive	4	N/A
GANN Limit Calculation	1	Yes
School Accountability Report Card	3	Yes
Juvenile Court Schools	8	N/A
Local Control Funding Formula Certification	1	Yes
California Clean Energy Jobs Act	3	Yes
After School Education and Safety Program:		
General Requirements	4	N/A
After School	5	N/A
Before School	6	N/A
Education Protection Account Funds	1	Yes
Common Core Implementation Funds	3	Yes
Unduplicated Local Control Funding Formula Pupil Counts	3	Yes
For Charter Schools:		
Contemporaneous Records of Attendance	8	N/A
Mode of Instruction	1	N/A
Nonclassroom-Based Instruction/Independent Study	15	N/A
Determination of Funding for Nonclassroom-Based Instruction	3	N/A
Annual Instructional Minutes - Classroom Based	4	N/A
Facility Grant Program	1	N/A

The term "N/A" is used above to mean either the District did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

Opinion on State Compliance

In our opinion, Dehesa School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements listed in the schedule above for the year ended June 30, 2014.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance with the statutory requirements for programs noted above, which are required to be reported in accordance with the State's audit guide, *Standards and Procedures for Audits of California K-12 Local Education Agencies 2013-14*, published by the Education Audit Appeals Panel and which are described in the accompanying Schedule of Findings and Questioned Costs as findings 2014-003 and 2014-004.

Dehesa School District's Response to Findings

Dehesa School District's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. Dehesa School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion of the effectiveness of the entity's internal control or on compliance outside of the items tested as noted above. This report is an integral part of an audit performed in accordance with *Standards and Procedures for Audits of California K-12 Local Education Agencies 2013-14*, published by the Education Audit Appeals Panel in considering the entity's compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King & Co., LLP

El Cajon, California
January 27, 2015

Findings and Recommendations Section

DEHESA SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

A. Summary of Auditor's Results

1. Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

One or more material weaknesses identified? X Yes No

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X None Reported

Noncompliance material to financial statements noted? Yes X No

2. Federal Awards

Internal control over major programs:

One or more material weaknesses identified? Yes X Not Applicable

One or more significant deficiencies identified that are not considered to be material weaknesses? Yes X Not Applicable

Type of auditor's report issued on compliance for major programs: Not Applicable

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? Yes X Not Applicable

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
Not Applicable	Not Applicable

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee? Yes X Not Applicable

3. State Awards

Any audit findings disclosed that are required to be reported in accordance with Standards and Procedures for Audits of California K-12 Local Education Agencies? X Yes No

Type of auditor's report issued on compliance for state programs: Unmodified

DEHESA SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

B. Financial Statement Findings

Finding 2014-001 (30000)
Bank Reconciliations

Criteria or Specific Requirement

Determine that the district has sufficient controls in place to safeguard the assets of the District, including performing monthly bank reconciliations for all cash accounts maintained by the District.

Condition

In our review of bank statement reconciliations we noted they were not being performed and documented on a monthly basis.

Cause

Management felt that the documentation they had on file was sufficient and as a result did not perform and document bank reconciliations monthly.

Effect

The District's controls over cash was missing a significant component.

Questioned Costs

None

Recommendation

We recommend the District implement procedures to prepare and review bank reconciliations timely on a monthly basis and have them available for review during the annual audit.

LEA's Response

The District has created and will begin utilizing a standardized form to prepare bank reconciliations. Procedures will be implemented to ensure that bank reconciliations are prepared timely and that all forms are completed on a monthly basis.

Finding 2014-002 (30000)
Payroll Timesheets

Criteria or Specific Requirement

Determine that the district has sufficient controls in place over payroll and accompanying time sheets.

Condition

In our review of payroll we noted in our testing of 15 individuals 4 of them did not have a time sheet that was properly signed and dated by both the employee and the supervisor as required by District policy.

Cause

Management was not reviewing time sheets for proper signatures by both the employee and the supervisor prior to processing the payroll.

DEHESA SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

Effect

The District's controls over payroll processing was missing a proper review of documentation.

Questioned Costs

None

Recommendation

We recommend the District implement procedures to review all time sheets to ensure they are properly signed and dated by both the employee and supervisor prior to processing for payment.

LEA's Response

The District will implement procedures to ensure that all time sheets are reviewed and properly signed and dated by the employee and the supervisor prior to processing for payment.

C. State Award Findings and Questioned Costs

Finding 2014-003 (70000)

Instructional Materials

Criteria or Specific Requirement

Determine whether the district held a public hearing to determine the sufficiency of instructional materials within the first eight weeks of school and provided a ten day notice of the public hearing.

Condition

The district held a public hearing to determine the sufficiency of instructional materials; however, the district did not comply with the ten day requirement to post the notice of the public hearing.

Context

Education Code Section 60119 requires the district to hold a public hearing and determine the sufficiency of instructional materials and provide a ten day notice of the public hearing.

Questioned Costs

None, funding for the instructional materials program has rolled into the LCFF state apportionment funding and as such there are no costs to question.

Cause

The District inadvertently missed the ten day notice requirement while gathering information for the hearing.

Effect

The District was not in compliance with statutory requirements to provide a ten day notice for public hearing to determine sufficiency of instructional materials.

Recommendation

We recommend the District implement procedures to ensure in the future the required ten day notice of the public hearing is adhered to.

LEA's Response

Procedures will be implemented by the District to ensure that notifications are provided at least ten days prior to conducting the public hearing to determine sufficiency of instructional materials.

DEHESA SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

Finding 2014-004 (72000)
School Accountability Report Card

Criteria or Specific Requirement

Determine that information provided on the School Accountability Report Card (SARC) for safety, cleanliness, and adequacy of school facilities agrees with the supporting Facility Inspection Tool (FIT) as required by Education Code Section 33126 and 33126.1.

Condition

In our review of the District's SARC and FIT, we noted that information reported on the SARC was not consistent with information reported on the FIT with regard to interior surfaces.

Context

Education Code Section 33126 requires the information contained in the SARC and the FIT to be in agreement for the areas noted.

Questioned Costs

None

Cause

The District inadvertently did not report the repair status relating to interior surfaces in the SARC.

Effect

The District was not in compliance with the requirement to report information in the SARC that is consistent with the information noted in the FIT.

Recommendation

We recommend the District implement a review process to ensure all data reported in the SARC agrees to the information contained in the FIT.

LEA's Response

Data provided on the School Accountability Report Card (SARC) will be reviewed more carefully by the District to ensure that the information is consistent with the supporting Facility Inspection Tool (FIT).

DEHESA SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2014

<u>Finding/Recommendation</u>	<u>Current Status</u>	<u>Management's Explanation If Not Implemented</u>
<p>Finding 2013-1 (30000) Associated Student Body Funds</p> <p>In our review of student body receipts we noted that at the time cash is collected only one individual signs the report verifying the amount collected.</p> <p>We recommend that the District adopt procedures that require two individuals are always present when counting cash receipts and that both individuals sign and date the report to verify the amount collected.</p>	Implemented	
<p>Finding 2013-2 (30000) Bank Account Reconciliations</p> <p>In our review of the District cash accounts we noted bank account reconciliations are not being prepared for any account on a monthly basis.</p> <p>We recommend the District adopt procedures which require that all bank accounts be reconciled to the bank statements on a monthly basis.</p>	Not Implemented	See Current Year Finding
<p>Finding 2013-3 (30000) Local Revenue</p> <p>In our testing of local revenue we noted that the District is not using cash transmittal forms for local revenue collected in the child development fund and the cafeteria fund.</p> <p>We recommend the District adopt procedures which require the use of a cash transmittal form for local revenue to document the amount of cash collected and transmitted to the business office. We also recommend that the transmittal form be signed by both the individual collecting the revenue and the individual receiving the revenue.</p>	Implemented	

DEHESA SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2014

<u>Finding/Recommendation</u>	<u>Current Status</u>	<u>Management's Explanation If Not Implemented</u>
<p data-bbox="178 488 639 548">Finding 2013-4 (50000) Federal Allowable Costs/Cost Principles</p> <p data-bbox="178 580 770 792">In our review and testing of federal time certifications of employees charged to federal programs we noted that the District did not have semi-annual certifications or personnel activity reports on file to document the time charged to any of the federal programs included in the Special Education Cluster.</p> <p data-bbox="178 824 770 1070">Establish procedures to ensure that all salaries and wages charged to federal programs or cost objectives have proper semi-annual time certifications or personnel activity reports on file. Employee's salaries charged to federal programs should be reviewed and monitored on a monthly basis to ensure proper time certification is evident.</p>	<p>Implemented</p>	
<p data-bbox="178 1106 448 1167">Finding 2013-5 (10000) Attendance</p> <p data-bbox="178 1198 770 1411">In our review of the P2 second period attendance report submitted to the California Department of Education, we noted that the special education ADA listed on line A-9 did not agree to the supporting documentation. The ADA reported to the California Department of Education was understated by 1.3 ADA.</p> <p data-bbox="178 1442 770 1659">Amend the P2 second period attendance report to include the understated special education ADA on line A-9. Implement procedures to ensure ADA reported to the state reconciles to supporting documentation for all future periods in order to receive the maximum apportionment due from the state.</p>	<p>Implemented</p>	

DEHESA SCHOOL DISTRICT

To: Members of the Board
and Supt. Janet Wilson

From: Lori Wigg

Subject: CARS Winter Release
Packet

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

CARS is an online data collection system designed by the state to help LEA's electronically apply for, manage, report and provide assurances that the district will comply with the legal requirements related to specific formulas driven by state and/or federal categorical programs. CARS enables districts to apply for categorical funding, track expenditures and program activities for certain state and federal programs.

Report:

Attached is Dehesa School District's CARS winter release application which summarizes actual expenditures and projected funding for certain state and federal categorical programs.

Financial Impact:

NA – For Informational Purposes Only

Student Impact:

NA – For Informational Purposes Only

Recommendation:

NA – For Informational Purposes Only

Agenda Item #:VII.C.4

California Department of Education

Dehesa Elementary (37 68049 00000000)

Consolidated Application

Status: Certified

Saved by: Lori Wigg

Date: 2/4/2015 12:16 PM

2014-15 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to allocated to eligible public schools and equitable services to students in nonprofit private schools.

CDE Program Contact:

Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904

LEA meets small district criteria.

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Actuals, the LEA meets one or more of the following:

Is a single school district

Has a single school per grade span

Has enrollment total for all schools less than 1,000

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

a - Meets 35% Low Income Requirement

c - Funded by Other Allowable Sources

d - Desegregation Waiver on File

e - Grandfather Provision

f - Feeder Pattern

g - Local Funded Charter Opted Out

h - Local Funded Chart Opt In

i - CORE Waiver Eligible High School

Low income measure

Group Schools by Grade Span

District-wide low income %

Available Title I, Part A school allocation

Available public school parent involvement reservation

Available nonprofit private school set-asides

FRPM

No

47.28%

\$8,043

\$0

\$0

Warning

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California Department of Education

Dehesa Elementary (37 68049 00000000)

Consolidated Application

Status: Certified
 Saved by: Lori Wigg
 Date: 2/4/2015 12:16 PM

2014-15 Title I, Part A School Allocations

This identifies the amount of Title I, Part A funds to allocated to eligible public schools and equitable services to students in nonprofit private schools. Available nonprofit private school parent involvement reservation \$0

School Name	School Code	Grade Span Group	Low Income Students	Low Income Student %	Eligible	\$ Per Low Income Student (0.00)	Carryover	Public School Parental Involvement	Nonprofit Private Parental Involvement	Nonprofit Private Set Aside	Total School Allocation	Exception Reason	EIA Funded	Other Program Funds	Exception Comment
Dehesa Elementary	6038095	1	87	47.28	Y	92.44	\$0				8042.28		N	N	

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California Department of Education

Dehesa Elementary (37 68049 00000000)

Consolidated Application

Status: Certified
Saved by: Lori Wigg
Date: 2/3/2015 2:37 PM

2014-15 Title I, Part A Notification of Authorization of School Wide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as School Wide Program

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frzic@cde.ca.gov, 916-319-0269

Note:

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 04/30/2014)	SIG Approval Date (ex. 04/30/2014)	Poverty Level %
Dehesa Elementary	6038095	N			

Warning

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2014-15 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	11/13/2003
LEA Plan Web page	www.dehesasd.net

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Gary Hobelman
Authorized Representative's Signature	
Authorized Representative's Title	Business Manager
Authorized Representative Signature Date	06/24/2014

*****Warning*****

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2014-15 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
 Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Janet Wilson
Authorized Representative Title	Superintendent/Principal
Authorized Representative Signature Date	06/24/2014
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

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2014-15 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/17/2014
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Janet Wilson
DELAC review date	07/17/2014
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	Yes
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant	Yes

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2014-15 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 3102 SACS 4201	
Title III Part A LEP	Yes
ESEA Sec. 3102 SACS 4203	
Title VI, Part B Subpart 1 Small, Rural School Achievement Grant	Yes
ESEA Sec. 6211 SACS 5801	
Title VI, Part B Subpart 1 REAP Flexibility Participation	Yes

Warning

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2014-15 Economic Impact Aid LEA Reservations and School Allocation Calculation

The purpose of this data collection is to collect carryover, make allowable reservations at the LEA level and to determine the amount available for 2014-15 school-level allocations.

CDE Program Contact:

Sonia Petrozello , EIA / LEP, SPetrozello@cde.ca.gov, 916-319-0950
Mark Klinesteker , EIA / SCE, mklinesteker@cde.ca.gov, 916-319-0256

There is no data to collect. Either 2013-14 Economic Impact Aid Carryover Report has not been completed or reported carryover is equal to zero.

*****Warning*****

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2014-15 Federal Transferability

Federal transferability is governed by Title VI in ESEA Section 6123. An LEA may transfer a maximum of 50% of any program to other programs. This transferability is not the same as Title VI Subpart 1 REAP Flexibility governed by ESEA Section 6211.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

This data collection is not applicable, program funds cannot be transferred out as the LEA is in Program Improvement year 3.

*****Warning*****

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2014-15 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

CDE Program Contact:

Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948
 Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372

2014-15 Title I, Part A entitlement	\$14,715
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$14,715
Note: In order for the 2013-14 Carryover amount to be pre-populated, the 2013-14 Title I, Part A Carryover data collection should be completed and saved before beginning data entry.	
2013-14 Carryover (Allowable values are the 12 or 15 month 2013-14 carryover. The default value displayed is the 15 month calculated carryover.)	\$0
Repayment of funds	
2014-15 Total allocation	\$14,715
Indirect cost reservation	\$503
Administrative reservation	\$1,704
2014-15 Title I, Part A adjusted allocation	\$12,508
Indirect Cost and Administration Calculation Tool To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on http://www.cde.ca.gov/fg/ac/ic/ , below are recommended values.	
2014-15 Approved indirect cost rate	3.54%
Maximum allowable indirect cost reservation	\$503
Recommended administration reservation	\$1,704

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2014-15 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit school low income students	
Total participating attendance area low income students	87
Percent of nonprofit private school low income students for equitable service calculations	0.00%

Required Reservations

Title I Part A adjusted allocation	\$12,508
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Parental Involvement

Parental involvement (1% of the entitlement plus transfers-in if greater than \$500,000.)	\$0
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	
Nonprofit private school parental involvement set-aside	\$0
Amount remaining	\$0
Public school parental involvement	\$0
Balance available for LEA parental involvement activities	\$0

Direct and Indirect Services

Direct or indirect services to homeless children, regardless of their school of attendance	\$50
Homeless services provided (Maximum 500 characters)	Transportation, Basic Services and all other academic needs to meet educational goals
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	No
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Other neglected or delinquent services	

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2014-15 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Program Improvement (PI)

The following reservations are required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.

Public school choice transportation (Choice)	\$736
Supplemental educational services (SES)	\$2,207
Parent outreach and assistance for Choice and SES	\$0
Program Improvement general comments (Maximum 500 characters)	

Program Improvement Professional Development

Professional development funds	Yes
Will the LEA use PI school-level professional development funds to help meet the LEA 10% minimum professional development requirement?	
PI professional development (Minimum 10% of the entitlement plus transfers in.)	\$1,472
2013-14 PI professional development carryover	\$0
Total PI professional development	\$1,472

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2014-15 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956
 Karen Neilsen, Title I Policy & Program Guidance, KNeilsen@cde.ca.gov, 916-319-0946

Allowed Reservations

Professional Development for Highly Qualified Teachers and Paraprofessionals

Professional development for highly qualified teachers and paraprofessionals	
Nonprofit private school equitable services	\$0
Professional development reserved for public schools	\$0

District-wide Instructional Programs

District-wide instructional programs (Non-PI activities)	
Nonprofit private school equitable services	\$0
District-wide instructional programs for Title I public schools	\$0

Other School Programs

Other school programs Including summer school or intersession programs or before and after school programs.	
Nonprofit private school equitable services	\$0
Other school programs reserved for public schools	\$0

Other Allowable Reservations

Salary differentials	
Preschool programs	
Capital expenses for nonprofit private schools	

Program Improvement Activities

Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	
Professional development of highly qualified teachers	
Technical assistance to schools	
Summer school, intersession programs or before and after school programs	

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2014-15 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Karen Neilsen, Title I Policy & Program Guidance, KNeilsen@cde.ca.gov, 916-319-0946

Reservation Summary

Adjusted Allocation	\$12,508
Total required reservations	\$4,465
Total allowed reservations	\$0
Allocations after reservations	\$8,043
Total nonprofit private school set aside	\$0
Private nonprofit school Parental Involvement set-aside	\$0
Public school Parental Involvement set-aside	\$0
Amount available for Title I, Part A school allocations	\$8,043

*****Warning*****

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2014-15 Title I, Part A Program Improvement Midyear Activity and Expenditure Report

If one or more schools is in Program Improvement, the LEA is required to provide a mid-year status of activities related to Choice and or SES services.

CDE Program Contact:

Stephanie Smith, Title I Policy & Program Guidance, SSmith@cde.ca.gov, 916-319-0948
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

Activities

Number of students who applied for Choice	0
Number of new and continuing students who transferred to attend a non-PI school under ESEA	0
Number of new and continuing students who transferred to attend a non-PI school under a local or state school choice program	0
Number of students who applied for SES	0
Number of students who received SES	0
Activities comment	We do not have any families or students that fall into the above categories
An explanation must be provided if all activities are zero.	

Expenditures and Encumbrances

Due to a federal audit comment received, LEAs are required to provide biannual year-to-date PI expenditures and encumbrance in support of Choice and SES activities.

Choice transportation using Title I Part A funds	\$0
Choice transportation using non-Title I Part A funds	\$0
SES using Title I Part A funds	\$0
SES using non-Title I Part A funds	\$0
Parent outreach using Title I Part A funds	\$0
Parent outreach using non-Title I Part A funds	\$0
Total expenditures and encumbrance using Title I Part A funds	\$0
Total expenditures and encumbrance using non-Title I Part A funds	\$0
Expenditure comment	We have not had any requests for these services.
An explanation is required if no program improvement expenditures or encumbrances have occurred (maximum 500 characters).	

*****Warning*****

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2014-15 Title II, Part A LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II Part A Teacher & Principal Training & Recruiting, and to report required reservations.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

Juan J. Sanchez, Section 2141 Contact, jsanchez@cde.ca.gov, 916-319-0452

2014-15 Title II Part A entitlement	\$3,511
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$3,511
2013-14 Carryover (as of 06/30/14)	\$0
Repayment of funds	
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2014-15 Allocation	\$3,511
Administrative and indirect costs	\$526
Title II Part A adjusted allocation	\$2,985
Funds available for flexible use under REAP	\$3,511
Budgeted REAP funds	\$0

*****Warning*****

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2014-15 Title III, Part A Immigrant LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III Part A Immigrant, and to report required reservations.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

2014-15 Title III, Part A Immigrant entitlement	\$745
2013-14 Carryover (As of June 30, 2014)	\$0
Repayment of funds	
2014-15 Allocation	\$745
Administrative and indirect costs	\$111
2014-15 Adjusted allocation	\$634
General comment (Maximum 500 characters)	

*****Warning*****

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2014-15 Title III, Part A Immigrant YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through December 31, 2014.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Sandra Covarrubias, Language Policy & Leadership Office, SCovarrubias@cde.ca.gov, 916-319-0267

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
 (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant entitlement	\$745
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$194
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$194
2014-15 Unspent funds	\$551
General comment (Maximum 500 characters)	

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2014-15 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Teacher Quality) SACS Code 4035	No
Title II, Part A (Administrator Training) SACS Code 4036	No
Title III (Immigrant Students) SACS Code 4201	No
Title III (LEP Students) - 2% maximum SACS Code 4203	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

*****Warning*****

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2014-15 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2014-15 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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Certification of Data

To certify a data collection check the box to the right of the description, or click on Select All, then click on Certify Submissions.

Note: Depending on the number of data collections selected and the size of your LEA, it may take a few minutes to validate, check for messages or certify.

Fiscal Year	Description	Deadline	Status	Certify
2012-13	<u>Title II, Part A Fiscal Year Expenditure Report, 27 Months</u>	2/28/2015	Certified	
2013-14	<u>Economic Impact Aid Carryover</u>	2/28/2015	Certified	
2013-14	<u>Title I, Part A Carryover</u>	2/28/2015	Certified	
2014-15	<u>Certification of Assurances</u>	6/30/2014	Certified	
2014-15	<u>Protected Prayer Certification</u>	6/30/2014	Certified	
2014-15	<u>Application for Funding</u>	6/30/2014	Certified	
2014-15	<u>School Student Counts, Projected</u>	6/30/2014	Certified	
2014-15	<u>School Student Counts, Actuals</u>	2/28/2015	Certified	
2014-15	<u>Other ESEA Nonprofit Private School Participation</u>	6/30/2014	Certified	
2014-15	<u>Economic Impact Aid School Funding Plan</u>	6/30/2014	Certified	
2014-15	<u>Title I, Part A Notification of Authorization of School Wide Program</u>	2/28/2015	Certified	
2014-15	<u>Title I Part A Nonprofit Private School Participation</u>	6/30/2014	Certified	
2014-15	<u>Title I, Part A LEA Allocation</u>	2/28/2015	Certified	
2014-15	<u>Title I, Part A Reservations, Required</u>	2/28/2015	Certified	
2014-15	<u>Title I, Part A Reservations, Allowed</u>	2/28/2015	Certified	
2014-15	<u>Title I, Part A Planned School Allocations</u>	6/30/2014	Certified	
2014-15	<u>Title I, Part A School Allocations</u>	2/28/2015	Certified	

2014-15	<u>Title I, Part A Program Improvement Midyear Activity and Expenditure Report</u>	2/28/2015	Certified	
2014-15	<u>Title II, Part A LEA Allocations and Reservations</u>	2/28/2015	Certified	
2014-15	<u>Title III, Part A Immigrant LEA Allocations</u>	2/28/2015	Certified	
2014-15	<u>Title III, Part A Immigrant YTD Expenditure Report, 6 Months</u>	2/28/2015	Certified	
2014-15	<u>Consolidation of Administrative Funds</u>	2/28/2015	Certified	
2014-15	<u>Substitute System for Time Accounting</u>	6/30/2014	Certified	

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Janet Wilson
Subject: Meeting Dates 2015

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background: Our regular Board Meeting Dates were voted and accepted on December 12, 2014.

Report: It was brought to our attention that the March date was incorrectly listed as March 19th. The March meeting needs to be the 2nd Thursday of the month due to budget reporting deadlines.

Financial Impact: None

Student Impact: None

Recommendation: It is recommended that the Board approve the revised Meeting Dates as presented this evening.

Agenda Item #:VII.C.5

DEHESA SCHOOL DISTRICT BOARD OF TRUSTEES

SCHEDULE OF REGULAR MEETINGS 2015

January 15, 2015
February 19, 2015
March 12, 2015*
April 16, 2015
May 21, 2015
June 25, 2015*
July 16, 2015
August 20, 2015
September 10, 2015*
October 15, 2015
November 19, 2015
December 10, 2015*

As per Board Bylaw #9320, meetings are generally held on the 3rd Thursday of each month at 7:00 p.m., in the Dehesa School MPR

***The March and September meetings are scheduled for the 2nd Thursday and the June meeting for the 4th Thursday to accommodate budget reporting deadlines.**

***The Annual Reorganizational Meeting must be held prior to December 15.**

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate a meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

Revised as of 2/19/14

DEHESA SCHOOL DISTRICT

To: Members of the Board

From: Janet Wilson

Subject: Acceptance of
Gift/Donation

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Board policy authorizes the District to accept gifts and/or donations from individuals, groups, or organizations. All gifts of personal property received and accepted become the property of the District.

Report:

The following donations have been given for the children of our District:

<u>Donor</u>	<u>Approximate Value</u>	<u>Purpose</u>
B & M Grading Mr. Ocampo	\$8,000.00	Removing Ice Plant & Constructing Block Wall
Carnevale Realty	\$400.00	Ice Plant Removal Dumping Fee
Alpine VFW Post 9578	\$2,083.18	New Sound System

Financial Impact:

\$10,483.18

Student Impact:

Having an attractive school entrance and a sound system that will improve student assemblies and performances

Recommendation:

Administration recommends that the Governing Board accept these generous gifts/donations from Mr. Campo, the Carnevale's, and Alpine VFW Post 9578 on behalf of our students.

Agenda Item #: VII.C.6

2	PCAC NEW 36 MO ADH REPAIR PLAN			299.99
1	SHURE BLX14P31-H8 BLX14 HEADSET SYS W/ P	3NJ2899585	0788296112	69.98
2	PROLINE LST2BK / SS7755B (EA) SPKR STAND		6751134000	499.98
2	HARBINGER V211S 15IN TWO WAY PWRD LOUDSP		8029814000	

24 HOUR COURTESY HOLD

THANK YOU
FOR SHOPPING AT
GUITAR CENTER

BEHT FULLER VFW POST NO. 9678
944 TAVERN ROAD CH. 019-449-0300
ALPINE, CA. 91901

13152

DATE 2-7-15

PAY TO THE ORDER OF Guitar Center \$ 2,083.18

Two Hand Gigs - Three Kicks + 78 DOLLARS

Carl L. Johnson

FOR School Sound System - Dehen G. School

#043152# 0122232109# 0402419201#

Buy Online Now at www.guitarcenter.com
Or call 1-866-498-7882
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LA MESA
8825 Murray Drive
La Mesa, CA 91942
619-668-8400

1120760901
DEHESA SCHOOL DISTRICT

112311875
02-05-1
04 LAYAWA

2	LIVEWIRE ADVANTAGE EXM50 50FT MIC CABLE	2121698000	119.9
3	LIVEWIRE ADVANTAGE EXM5 5FT MIC CABLE	0818476000	53.9
1	LIVEWIRE GMP159 / E10DQ 10FT 3.5MM(TRS) -	0489971000	11.9
1	LIVEWIRE/HOSE P9DQ / CPR203 3M RCA-1/4IN	1790663000	10.9
1	ALTO PRO ZMX122FX 8CH MIXER W/ FX	6755572000	119.9
2	SHURE BLX24/PG58H8 BLX HHLD WIRELESS SYS	4776114000	599.9
2	PCAC NEW 36 MO ADH REPAIR PLAN	3512060000	139.9
1	SHURE BLX14P31-H8 BLX14 HEADSET SYS W/ P 3NJ2899585	0788296112	299.9
2	PROLINE LST2BK / SS7755B (EA) SPKR STAND	6751134000	69.9
2	HARBINGER V2115 15IN TWO WAY PWRD LOUDSP	8029814000	499.9
24 HOUR COURTESY HOLD			

THANK YOU
FOR SHOPPING AT
GUITAR CENTER

Referencing Sales Ticket

Balance Due 2,083.18
Pick up Date is 02-06-15

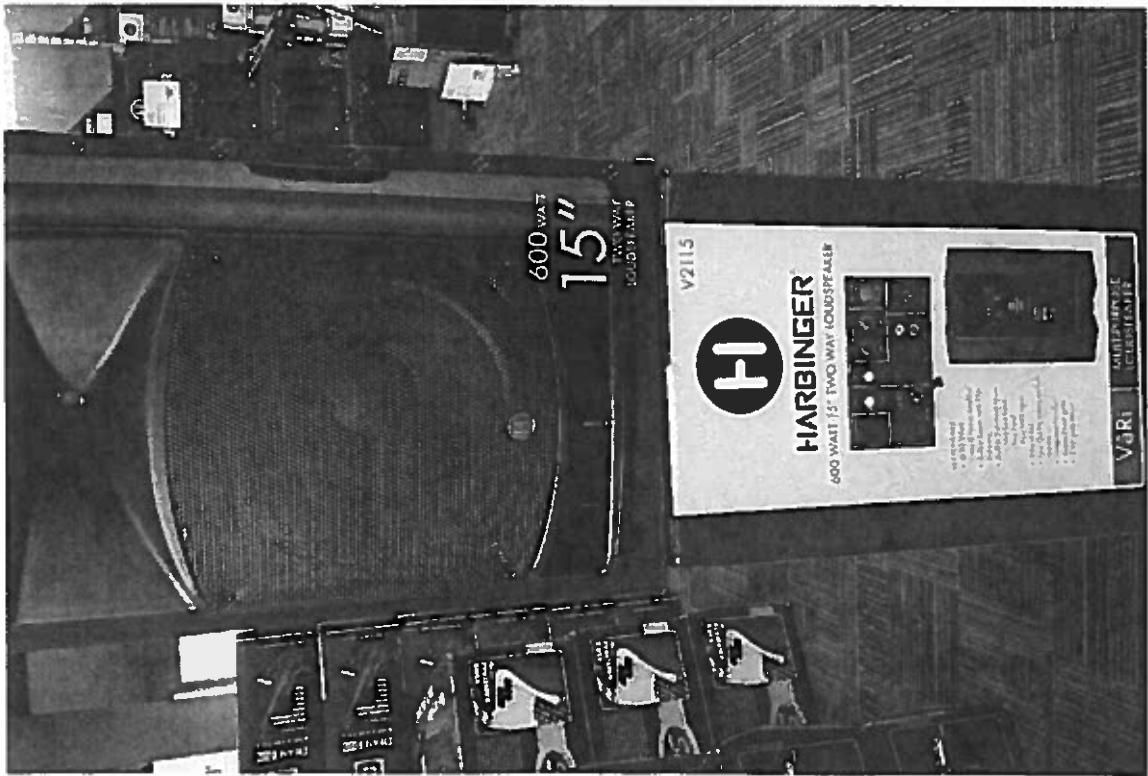
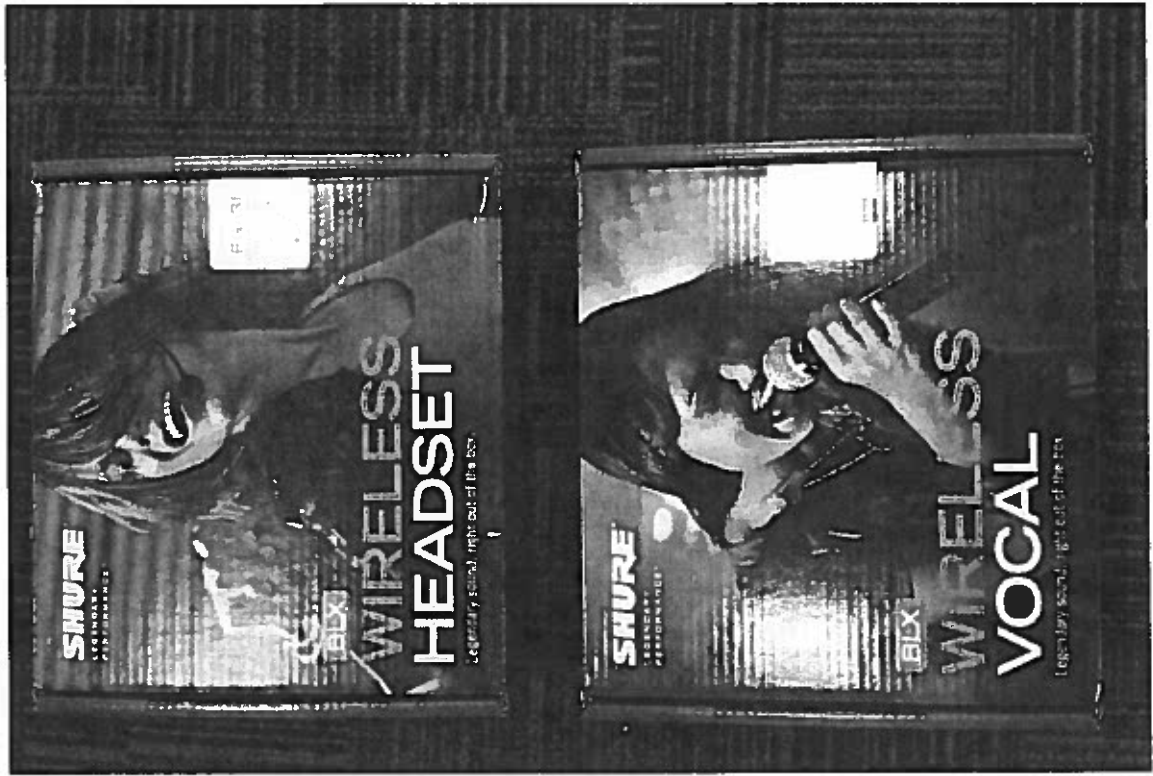
Subtotal: 1,926.83
8.75 %Tax: 156.35
Total: 2,083.18

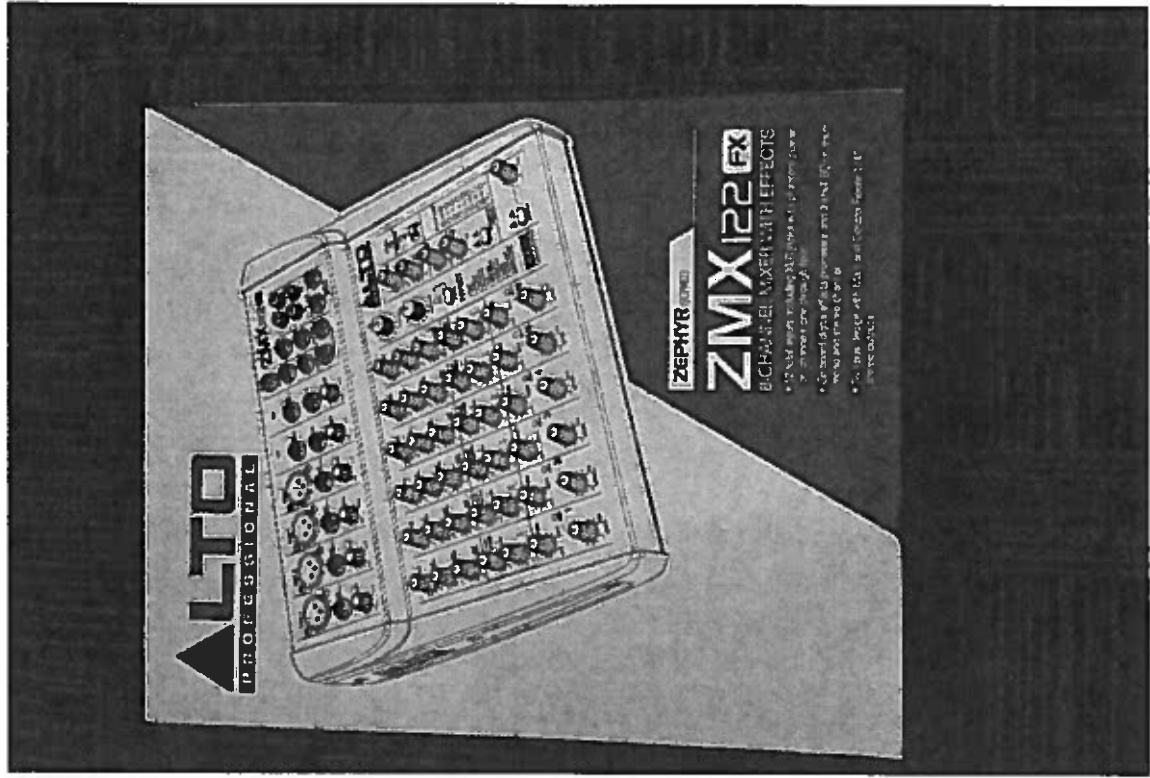
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ALL LAYAWAYS ARE SUBJECT TO 30 DAY TERMS UNLESS OTHERWISE NOTED

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031019 JEFFREY W P.





DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Janet Wilson
Subject: Memorandum of Understanding from The Heights Charter

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

The Dehesa Governing Board approved The Heights Charter Agreement in July 2012. In addition to our charter agreement, we also need to negotiate an agreement for a Memorandum of Understanding between The Heights Charter and the Dehesa School District.

Report:

The MOU that the District received from The Heights is included for the Governing Board's consideration.

Financial Impact:

Dehesa School District receives a 3% oversight fee.

Student Impact:

The Heights currently serves 185 students K – 8 that are seeking a personalized model within a student's home and the Learning Center model based on home, medical, personal and educational needs and preferences.

Recommendation:

It is recommended that the Governing Board ask all clarifying questions and then either vote to approve the MOU or give the Superintendent direction to negotiate changes in the MOU .

Agenda Item #: VII.C.7

**PROPOSED FINANCIAL AND OPERATION
MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEHESA SCHOOL DISTRICT
AND THE THE HEIGHTS CHARTER**

This Agreement (herein after "Agreement") is made and entered as of the 19th day of February 2015, by and between the The Heights Charter, a California public charter school (hereinafter "School") and the Board of Education of the Dehesa School District, a school district organized and existing under the laws of the State of California (hereinafter the "District"). The District and the Charter School are collectively referred to as "the parties."

RECITALS

CHARTER GRANTED TO DEHESA SCHOOL

A. The district granted the charter of the School pursuant to the terms of the Charter Schools Act of 1992, as amended (the "Act"), (Education Code 47600, et seq.), effective from July 1, 2012 to June 30, 2017. The Act authorizes the formation of charter schools for the purpose, among others, of developing new, innovative, and more flexible ways of educating children within the public school system. Neither the School nor the District intends, by entering into this Agreement, to waive any of the rights, responsibilities, and privileges established by the Act.

B. The Act, among other matters, calls for the District and School to define operational and oversight arrangements between the School and the District and to define and resolve other matters of mutual interest.

C. To the extent that this Agreement is inconsistent with any of the terms of the charter, the charter shall supersede the terms of this Agreement, and both parties shall meet to amend the Agreement to achieve consistency.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, the School and District agree as follows:

Article 1: Terms and Renewal

- 1.1 **Term.** This agreement shall begin upon execution by both parties and end on June 30, 2017.
- 1.2 **Amendments.** Amendments to the MOU may be made upon written agreement of both Parties.
- 1.3 **Renewal.** This Agreement will be reviewed annually and will be amended as necessary.

Article 2: Designation of School

- 2.1 **Designation of School.** The Heights Charter is constituted as a California Non-Profit Public Benefit Corporation pursuant to California law (Charter Schools Act 47604(a) and Part 2 commencing with Section 5110 of Division 2 of Title 1 of the Corporations Code).
- 2.2 **Average Daily Attendance.** "Average daily attendance" shall mean the attendance of School pupils while engaged in educational activities required of them by the School, as defined in Education Code Section 47612, and in Section 11960, Article 1, Subchapter

19, Title V, of the California Administrative Code of Regulations. The School will be responsible for submitting its daily and monthly attendance information to the District in a timely manner.

Article 3: Organization/Governance of School

- 3.1 Daily Operations.** The administrator of the School shall conduct the day-to-day operation of the School by the power delegated to him/her by the School's Governing Board. All powers, rights and obligations not otherwise reserved herein to the District are hereby delegated to the School consistent with its Charter, any School policies and procedures, this Agreement, and all applicable laws. The School should be allowed to carry on any activity in order to effectuate its goal of educating students that is not inconsistent with an express provision of its Charter, the District's oversight responsibilities, or law.
- 3.2 School Employees.** All employees of the School will be employees of the The Heights Charter and not employees of the District. The Charter School Board shall adopt and the administrator shall implement employment agreements, personnel reviews, and other policies and procedures to further the Charter School's goals as outlined in the charter.
- 3.3 No Express or Implied Authority.** No officer or employee of the School has the express or implied power or authority to bind the District in any contract or agreement not otherwise authorized herein.
- 3.4 Obligation as to Delivery of Services.** It shall be the School's duty and obligation, at the School's expense and cost, with the assistance of the District as agreed to herein, to manage, operate, and administer the School. It being understood that, at all times, the School remains accountable and subject to the oversight of the District as provided for in the Charter Schools Act, the charter, and in this Agreement. The School's duties and obligations shall include, but shall not be limited to, providing educational and instructional programs to students who attend the School; all personnel functions; maintenance and operation functions; business administration functions; professional development for all employees; acquisition of all instructional materials, equipment, and supplies.

Article 4: The District's Administrative Service

- 4.1 Supervisorial Oversight.** In accordance with Education Code Section 47613, the District may charge for the actual costs of supervisorial oversight not to exceed one percent (1%) of the revenue of the Charter School to be increased to 3 percent of the revenue of the Charter School if the Charter School is able to **use free facilities if needed for testing, or the MPR for assemblies and performances and also contract with the District to access their Transportation Department for field trips, from the chartering agency.** "Revenue" is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and categorical block grant, as defined in Education Code Section 47632(a) and (b).
- 4.2** The Charter School and the District agree that "supervisorial oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
- All activities related to charter revocation and renewal and processes as described in Section 47607.

- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its charter, related agreements, and all applicable laws.
- Participating in the dispute resolution process described in the charter.
- Review and timely response to the Charter School's annual independent fiscal and performance audit.
- Identify at least one staff member as a contact person for the Charter School.
- Visit the Charter School at least annually.
- Monitor the fiscal condition of the Charter School.
- Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the charter is granted or denied.
 - The charter is revoked.
 - The Charter School will cease operation for any reason.
- Good faith efforts to develop any needed additional agreements to clarify or implement this charter.
- Regular review, analysis, and dialogue regarding the annual performance of the school.
- Monitoring of compliance with the terms of this charter and related agreements.
- Good faith efforts to implement the dispute resolution and related processes described in Section 14 of the School's charter.

4.3 Special Education.

In the future, the School may wish to be deemed an LEA for provision of special education services. If so, the District shall provide any necessary data or information and support the School in their pursuit of LEA status. Until such time as a Special Education Local Plan Area (SELPA) deems the School an LEA, the School shall be categorized as a "public school" within the District in conformity with EC 47641(b).

a) The Charter School as a Public School Within the District.

The School is considered as a public school within the District. The District will receive from the SELPA any special education funds generated by the ADA of the School. The School will coordinate and provide all necessary special education services to enrolled students. The District or other public or private agencies may be contract providers of special education services.

Unless otherwise mutually arranged, the District shall make quarterly payments to the Charter School on November 15th-30th, February 15th28th, May 15th31st, and August 15th31st (of the following fiscal year) for special education costs incurred by

the Charter School in providing special education and related services to its students.

Article 5: Financial Arrangements

5.1 Anticipated Funding.

- a) As established by Education Code Section 47630 et. seq., the Charter School shall receive funding under the charter school funding model as follows:
- A general purpose entitlement pursuant to Education Code Section 47633, which includes in-lieu of property taxes, state aid and EPA.
 - The Charter School is also entitled to lottery funds, pursuant to Education Code Section 47638.
 - The Charter School is also entitled to a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.
 - Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
- b) In addition to the funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.
- The District has no obligation to apply for additional sources of funding for the Charter School. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District shall receive 1% of such funds or as required by the specific funding source.
 - The Charter School shall cooperate fully with the District in application made by the District on behalf of the students of the Charter School. Likewise, the District shall cooperate fully with the Charter in grant and funding applications made by the School on its own behalf.
 - The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
 - The Charter may raise private funds to benefit its operations. The District shall not be entitled to any portion of the privately raised funds.
- c) The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
- d) The District shall transfer in lieu of property taxes to the Charter School through twelve (12) equal monthly payments by no later than the ~~fifteenth~~-last day of each month.

The payments will be derived by dividing the Charter's prior year in-lieu tax entitlement by twelve (12) months, July through June. This payment schedule will be reconciled in April, after P-2, and in conjunction with each agency's partner every July before closing District ledgers. Final payment will be adjusted to reflect the revised calculation based on the Charter's P2 ADA.

5.2 Financial Statement and Records. The District acknowledges its duty to ensure the School receives all funds to which it is legally entitled. The District agrees to provide to the School monthly statements of all revenue allocable to the School received by the District.

a) The Charter School shall annually prepare and submit the following reports to the District for review:

- On or before June 28, a preliminary budget.
- On or before December 13, an interim financial report reflecting changes through October 31.
- On or before March 13, a second interim financial report reflecting changes through January 31.
- On or before September 13, a final unaudited report for the full prior year.
- On or before December 13, an Annual Audit for the full prior year

The District agrees to submit the reports to the County Superintendent of Schools by the mandatory deadline.

Article 6: Legal Compliance

6.1 General Compliance. The School will comply with all applicable state and federal laws and agrees to perform any and all necessary actions as requested by the District to provide for complete legal compliance.

6.2 Brown Act. The School shall comply with all applicable provision for the open meetings law (commonly referred to as the Brown Act at Government Code Section 54950 et seq.).

6.3 Records. Except to the extent expressly waived by the District or state authorities, the School shall comply with all Dehesa Board-adopted policies and regulations and applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Education Code Section 49060, et seq., and the Family Education Rights and Privacy Act at all times.

6.4 Family Education Rights and Privacy Act. The District and the Charter School hereby designates employees of the other entity as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.S. 1232g, The Family Education Rights and Privacy Act, at all times.

6.5 Welfare and Safety. The School shall comply with all School approved health and safety policies and regulations, and all applicable federal and state laws, concerning welfare, safety, and health of students, employees, visitors, volunteers, and others. The

School shall also comply with San Diego County recommended policies and applicable laws addressing the reporting of child abuse, accident prevention, disaster response, and emergency response and any applicable state laws or regulations governing the operation of charter school facilities. Unless otherwise noted herein or specifically adopted as such, all other District policies and procedures are not applicable to the School.

- 6.6 State Waivers.** The District shall, with the School's assistance, apply for and support the waiver of any federal and state rules and regulations that interfere with the School's educational program.
- 6.7 Education Employment Relations Act.** For the purposes of the collective bargaining act, the School's employees will be employees of the School and not the District.
- 6.8 Media/Public Relations.** All questions regarding provisions of this Agreement and/or the School's relationship with the District shall be discussed with the District prior to any statements and vice versa. This practice is to maintain consistency in relating information to third parties including the news/media.
- 6.9 Indemnification.** The School shall be fiscally responsible for the School's operations and shall manage operations efficiently and economically. The School has procured California non-profit public benefit corporation status. The District shall not be liable for the debts or obligation of the School. The School shall not have authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party.

The School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom they may enter into agreements or contracts for goods or services that the obligations of the School under such agreement of contract are solely the responsibility of the School and are not the responsibility of the District.

The School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm or entity arising out of, or in connection with the granting of the Charter or the performance under the Charter or any acts or error or omissions by the School, its board of directors, administrators, employees, agents, representatives, volunteers, successors, and assigns.

- 6.10 Confidentiality.** Employee manuals, contact lists, student and parent information and other information available to the parties may be confidential information, which shall not be released to the public. The parties will make every attempt to label, and appropriately file, confidential information.

Article 7: Education Program and Curriculum.

- 7.1 State Curriculum Requirement.** The School intends to meet all statewide standards and shall conduct the pupil assessments required pursuant to Education Code Section 60605.
- 7.2 Oversight Responsibilities.** The School agrees to take any and all necessary actions to assist the District in effectuating its oversight responsibilities in the Charter Schools Act, the charter, and this Agreement.

Article 8: Facilities.

- 8.1 Facilities.** The District may offer surplus facilities for use by the School at no cost to the School. The School may opt not to accept the District's offer of facilities. The School may lease or purchase other facilities.
- 8.2 Requirements.** All facilities shall meet all applicable fire and safety code requirements, will conform to all applicable provisions of the Americans with Disabilities Act and any other applicable federal requirements, but are exempt from the Field Act Standards. Buildings that are placed on District or other public property will be DSA approved. All facilities will be approved by the Fire Marshall for the use intended.


Article 9: Miscellaneous Provisions.

- 9.1 Amendments.** Unless otherwise stated herein, the Agreement may be altered, amended, changed, or modified only by written agreement executed by a duly authorized representative of the School and/or the District with a specific reference to this Agreement and the section to which it alters, amends or modifies. The amendment(s) will be approved and ratified in accordance with the Charter Schools Act for material revision of charters.
- 9.2 Third Party Beneficiary Rights.** This agreement is not intended to create any rights of a third party beneficiary.
- 9.3 Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 9.4 Invalidity of Provision of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- 9.5 Administrative Services or Goods from Third Party Vendors.** The District recognizes the School's ability to contract with third party professionals and vendors as the School determines prudent. These services and goods may include, but are not limited to, the items listed under Administrative Services (section 4.2).
- 9.6 Nondiscrimination.** The School agrees that they shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, sexual orientation, ancestry, physical handicap, marital status, or national origin in the operation of the School. The School shall comply with District policies and federal and state laws, rules, and regulation pertaining to nondiscrimination of hiring and employment as to admission of and treatment of students. The School shall at all times comply with, among other things, the Americans with Disabilities Act, Title VI, Title VII, Title IX and Section 504.

This represents the full and final agreement of the parties. This agreement may only be modified by written agreement of the parties.

Dehesa School District

Dated: 2/19/15



Janet Wilson, Superintendent

The Heights Charter

Dated: 4/21/2015



Diana Whyte, THC School Director

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Janet Wilson
Subject: Literature Books to Support Learning Headquarters Common Core Writing Program

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

All K – 5 teachers attended Learning Headquarters Professional Development Series for the new Common Core Writing during the 2013-14 school year. Learning Headquarters has a recommended book list to support the new Common Core State Standards (CCSS).

Report:

The teachers are requesting that these materials be purchased, either all at one time, or in increments over the next two years.

Middle school would also benefit from materials as we have very little library materials for our middle school students. Most of the library books we have were purchased personally by Kelly Pallitto. With our new library system we are now moving all of the middle school materials to our library.

Financial Impact:

The cost for the first increment of materials is approximately \$1,500.00 (with tax and shipping). However, it does not include middle school.

The cost for all elementary materials is approximately \$5,000.00
Middle School would benefit from \$2,500.00

The only possible way to purchase these materials would be through Fund 17

Student Impact:

POWERFUL

Recommendation:

Administration presents this request from the teachers.

Agenda Item #: VII.C.8

Kindergarten:

Starfish - Edith Thacher Hurd \$5.69

Amazing Whales - Sarah Thomson \$3.99

What Do You Do with a Tail Like This? - Steve Jenkins and Robin Page \$7.95

Total: \$17.63

First Grade:

Fire! Fire! Gail Gibbons \$6.39

A Tree is a Plant by Claude Robert Bulla \$5.78

Earthworms by Llewellyn \$4.04

Total: \$16.21

Second Grade: (includes both Van and Blakey):

Henry and Mudge; The First Book of Their Adventures - Cynthia Rylant - 2 sets of 15 each = 30 books @5.36 ea.

Cowgirl Kate and Cocoa - Erica Silverman - 2 sets of 15 each = 30 books @5.95 ea.

(second grade is where the kids need to read the books themselves, so we need class sets)

Total: \$339.30

3rd grade

A Drop Of Water by Walter Wick – 6 copies paperback about \$6 each (\$36)

What the World Eats by Faith D’Aluisio – 1 copy hardcover \$16

Wild Tracks by Jim Ornosky – 6 copies paperback about \$6 each (\$36)

Boy Were We Wrong About Dinosaurs by Kathleen Kadinsky – 6 copies paperback \$5 each – (\$30)

For all these books - **\$118**

4th grade

By The Great Horn Spoon by Sid Fleischman– 25 copies about \$7 each
(\$175)

The One and Only Ivan by Katherine Applegate– 25 copies about \$7 each
(\$175)

For both sets = **\$350 for 4th grade**

5th grade

Bud Not Buddy by Christopher Paul Curtis – 25 copies about \$6 (\$150)

Birch Bark House by Louis Erdrich – 25 copies about \$7 (\$175)

The Heart and Circulatory System by Seymour Simon – 12 copies about \$7
(\$84)

For all three sets = **\$409 for 5th grade**

Grand Total: \$1250.14

Learning Headquarters Book List

Kindergarten

Sea animal picture books (2-3)

My Five Senses-Aliki

Starfish-Edith Thacher Hurd

Zin! Zin! A Violin-Lloyd Moss and Marjorie Priceman

Owl at Home-Arnold Lobel

The Owl and the Pussycat-Edward Lear/Jan Brett

Amazing Whales- Sarah Thomson

How People Learn to Fly-Fran Hodgkins

A Story, A Story- Gail E. Haley

Pancakes for Breakfast- Tome dePaola

Mix a Pancake-Christina Rossetti

What do you do with a Tail Like This?-Steve Jenkins and Robin Page
a few books on insects

Little Bear-Else Holmlund Mingrik

1st Grade

Hi! Fly Guy by Tedd Arnold

Frog and Toad Together by Arnold Lobel

Finn Family Moomintroll by Tove Jansson

Fire! Fire! By Gail Gibbons

Tomas and the Library Lady by Gail Gibbons

A Tree is a Plant by Claude Robert Bulla

Lon Po Po: A Red Riding Hood Story from China by Ed Young

Mr. Popper's Penguins by Richard and Florence Atwater

The Wonderful Wizard of Oz by L. Frank Baum

Earthworms by Llewellyn

The Paper Crane by Molly Bang

Follow the Water from Brook to Ocean by Arthur Dorros

Water, Water Everywhere by Mark Rauzon and Cynthia Overbeck Bix

2nd Grade

Well I would like at least 6 copies of each of the stories and informational texts

stories

Gannett, Ruth Stiles. My Father's Dragon.
Averill, Esther. The Fire Cat
Steig, William. Amos & Boris.
Shulevitz, Uri. The Treasure
Cameron, Ann. The Stories Julian Tells
MacLachlan, Patricia. Sarah, Plain and Tall
Rylant, Cynthia. Henry and Mudge: The First Book of Their Adventures
Stevens, Janet. Tops and Bottoms
LaMarche, Jim. The Raft
Rylant, Cynthia. Poppleton in Winter
Rylant, Cynthia. The Lighthouse Family: The Storm
Osborne, Mary Pope. The One-Eyed Giant
(Book One of Tales from the Odyssey)
Silverman, Erica. Cowgirl Kate and Cocoa

Informational texts

Aliki. A Medieval Feast
Gibbons, Gail. From Seed to Plant
Milton, Joyce. Bats: Creatures of the Night
Beeler, Selby. Throw Your Tooth on the Roof:
Tooth Traditions Around the World
Leonard, Heather. Art Around the World
Ruffin, Frances E. Martin Luther King and the March on Washington
St. George, Judith. So You Want to Be President?
Einspruch, Andrew. Crittercam
Kudlinski, Kathleen V. Boy, Were We Wrong About Dinosaurs
Davies, Nicola. Bat Loves the Night
Floca, Brian. Moonshot: The Flight of Apollo 11
Thomson, Sarah L. Where Do Polar Bears Live?

and a class set of the poem "Knoxville, Tennessee" by Nikki Giovanni since that is the writing assessment piece.

Everything else just one copy for students to choose from or me to read to them

Poems

Dickinson, Emily. "Autumn."
Rossetti, Christina. "Who Has Seen the Wind?"
Millay, Edna St. Vincent. "Afternoon on a Hill."
Frost, Robert. "Stopping by Woods on a Snowy Evening."
Field, Rachel. "Something" Told the Wild Geese."
Hughes, Langston. "Grandpa's Stories."
Jarrell, Randall. "A Bat Is Born."
Merriam, Eve. "Weather."
Soto, Gary. "Eating While Reading."

2nd Grade...continued

read-aloud stories

Kipling, Rudyard. "How the Camel Got His Hump."
Thurber, James. The Thirteen Clocks
White, E. B. Charlotte's Web
Selden, George. The Cricket in Times Square
Babbitt, Natalie. The Search for Delicious
Curtis, Christopher Paul. Bud, Not Buddy
Say, Allen. The Sign Painter

read-aloud Poetry

Lear, Edward. "The Jumblies."
Browning, Robert. The Pied Piper of Hamelin
Johnson, Georgia Douglas. "Your World."
Eliot, T. S. "The Song of the Jellicles."
Fleischman, Paul. "Fireflies."

read-aloud informational texts

Freedman, Russell. Lincoln: A Photobiography
Coles, Robert. The Story of Ruby Bridges
Wick, Walter. A Drop of Water: A Book of Science and Wonder
Smith, David J. If the World Were a Village:
A Book about the World's People
Ailiki. Ah, Music!
Mark, Jan. The Museum Book:
A Guide to Strange and Wonderful Collections
D'Aluisio, Faith. What the World Eats
Arnosky, Jim. Wild Tracks! A Guide to Nature's Footprints
Deedy, Carmen Agra. 14 Cows for America

I didn't know how much we had to spend so I wrote them all down. Again these titles are what I have examples for in LH

Rylant, Cynthia. Henry and Mudge: The First Book of Their Adventures
Silverman, Erica. Cowgirl Kate and Cocoa
Gibbons, Gail. From Seed to Plant
Milton, Joyce. Bats: Creatures of the Night
Davies, Nicola. Bat Loves the Night
Jarrell, Randall. "A Bat Is Born."
Fleischman, Paul. "Fireflies."
Arnosky, Jim. Wild Tracks! A Guide to Nature's Footprints

3rd Grade

Sing a Song of Popcorn - multiple authors
If the World Were a Village - David Smith
Just Do Stories - Rudyard Kipling
Joyful Noise - Paul Fleischman
Throw Your Tooth on the Roof - Selby Boole
Poppleton in Winter- Cynthia Rylant
Moonshot - Brian Floca
Boy, Were We Wrong About Dinosaurs - Kathleen Kadinsky
Minty - Alan Schroeder
Wild Tracks - Jim Oronsky
Cricket in Time Square - Giorgio Saldon
Sarah, Plain and Tall (already have a class set)
The Museum Book- Jon Mock
14 Cows for America - Carmen Agra Deedy
A Drop of Water - Walter Wick
The One Eyed Giant - Mary Pope Osborne
Stories Julian Tells - Ann Cameron

4th Grade

By The Great Horn Spoon (25 copies)
Tuck Everlasting (15 more copies - I bought some with my own \$\$ and have kids share)
The One and Only Ivan (25 copies)
We are the Ship, the story of Negro league baseball (25 copies)
Volcanoes by Seymour Simon (25 copies)

5th Grade

Bud Not Buddy by Christopher Paul Curtis (25 copies)
The Birchbark House by Louise Erdrich (25 copies)
Our Heart and the Circulatory System by Seymour Simon (25 copies)
Island of the Blue Dolphins by Scott O'dell (25 copies)

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Janet Wilson

From: Janet Wilson

Subject: California School Boards
Association Delegate
Assembly Election

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

The California School Boards Association's Election for Delegate Assembly takes place annually in March.

Report:

Attached is a copy of the ballot and biographical sketches for each delegate candidate. A consensus decision and vote may be taken at this meeting in order to easily meet the deadline of March 15.

Financial Impact:

None

Student Impact:

None

Agenda Item #:VII.C.IX



California School Boards Association

***TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE MONDAY, MARCH 16, 2015***

January 30, 2015

TRANSMITTAL

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Leanne Gosselin, Sr. Administrative Assistant, Leadership Services

Re: 2015 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Monday, March 16, 2015

Enclosed in this mailing you will find the following:

- Memo from CSBA President Jesús M. Holguín
- Return envelope U.S. Postmark Deadline – Monday, March 16, 2015
- Red ballot to be signed by Superintendent or Board Clerk
- List of the current Delegates in your region (reverse side of ballot)
- Copy watermark on white paper of the red ballot and list of current Delegates, for insertion in board packets
- Copies of each candidate's biographical sketch and optional résumé, if provided

Please do not hesitate to contact me at (800) 266-3382 ext. 3302 should you have any questions.

Thank you.

Enclosures



California School Boards Association

**TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE MONDAY, MARCH 16, 2015**

January 30, 2015

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Jesús M. Holguín, President

Re: 2015 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Monday, March 16, 2015

Enclosed is the ballot material for election of your region's or subregion's representative to CSBA's Delegate Assembly. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, you will find a "copy" of the ballot on white paper so that it may be included in your board agenda packet, if you choose to include it. **Only the ballot on red paper is to be completed and returned to CSBA.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on, or before, Monday, March 16, 2015. No late ballots will be accepted.**

Election results will be available on CSBA's website no later than Wednesday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017. The next meeting of the Delegate Assembly is on Saturday, May 16 – Sunday, May 17 at the Hyatt Regency in Sacramento.

Please do not hesitate to contact the Leadership Services Department at (800) 266-3382 should you have any questions. Thank you.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 16, 2015**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2015 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of vacancies: 7 (Vote for no more than 7 candidates)

Delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017

**denotes incumbent*

- | | |
|---|--|
| <input type="checkbox"/> Twila Godley (Lakeside Union SD)* | <input type="checkbox"/> Dawn Perfect (Ramona USD)* |
| <input type="checkbox"/> Beth Hergesheimer (San Dieguito Union HSD) | <input type="checkbox"/> John M. Rajcic (Ramona USD) |
| <input type="checkbox"/> Antonio Martinez (San Ysidro SD) | <input type="checkbox"/> Barbara Ryan (Santee ESD)* |
| <input type="checkbox"/> Janet W. Mulder (Jamul-Dulzura Union ESD)* | <input type="checkbox"/> Priscilla J. Schreiber (Grossmont Union HSD)* |
| <input type="checkbox"/> Tamara Otero (Cajon Valley Union SD) | <input type="checkbox"/> Julie Union (Solana Beach ESD) |
| | <input type="checkbox"/> Gary C. Woods (Grossmont Union HSD) |

Provision for Write-in Candidate Name

School District

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

Delegate Assembly

Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: Twila Godley

CSBA Region: 17

District or COE: Lakeside Union School District

Years on board: 22

Contact Number: 619 390-2600

E-mail: tcgodley@cox.net

Are you a continuing Delegate? Yes No If yes, how long have you served as a Delegate? 8

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Educating all students to be productive citizens in the 21st century with preparation to participate in the global marketplace and be active participants in the democratic process. CSBA needs to be providing the guidance and advocacy for curriculum and policy development to meet the challenges of the creation of new technologies affecting the job markets of the future
2. Funding for public education in California. CSBA needs to be proactive in advocating for adequate funding to meet the needs of a growing student population and aging facilities.
3. Training board members. The success of our students depends on the decisions that board of education make in their local districts. Training is essential for boards to function smoothly and be informed about current educational issues and programs when making decisions. Understanding board responsibilities regarding educational funding, personnel, curriculum and board policies are key functions of the training that CSBA provides to its members.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I have served several times as president, vice president and clerk during my years on the board as well as on many district committees such as superintendent and principal selection, budget, wellness, visual and performing arts family life, charter school policy development, and bond reauthorization. I have promoted arts education and science across the curriculum in all of our schools as well as the expansion of foreign language immersion and enrichment programs in Spanish and Mandarin which we now offered in preschool, transition kindergarten, 3 elementary and 2 middle schools. One to one implementation of technology, STEAM, and a pilot program for teacher evaluations are also my priorities. My many years of involvement in PTA at the local, district and state level have influenced my continued support of parent involvement. I am a founding member of the East County Education Network which focuses on collaboration of east county school districts on current issues and resources. I have served as treasurer and the Honoring Our Own Planning Committee for SDCSBA and as a member of Delegate Assembly for the last 8 years.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I have completed the Master of Boardmanship and Master of Governance programs and attended all but one annual conference since being elected. The training and experience I have gained has prepared me to represent our region on issues important to fellow board members. I have attended all of the May and December Delegate Assembly meetings since being elected as a delegate as well as the monthly meetings of the local San Diego County School Boards Association. I have served 3 terms as treasurer of SDCSBA am a member of the Honoring Our Own planning committee, and served as a Golden Bell evaluator. I have participated in the Legislative Action Days and Board Member Advocacy Days meeting with legislators from our region. I have the time and desire to commit to this responsibility.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Twila Godley

Date: 12/26/14

**CSBA 2015 Delegate Assembly
Resume**

**Twila Godley
Lakeside Union School District**

Elected in 1992

I have served as President, Vice President and clerk of the board several times

Family

I have been married for 46 years, have 3 children and 3 grandchildren

Education

I attended San Diego State University

Employment

retired merchandising supervisor and certified notary signing agent

Community Activities

Rady Children's Hospital Auxiliary Mountain View Unit: I have served as chairman, treasurer, Kid's News Day DC captain, financial committee

PTA: I have served as president of elementary, high school, and council, 9th District PTA treasurer, financial secretary, leadership, chairman of council presidents. At the state level, I served on the finance commission and leadership commission

Schools: WASC Accreditation committee, district advisory committees, school site councils, classroom volunteer

Church: treasurer for 25 years, church council, choir worship team leader, director of Vacation Bible School, choir member

East County Education Network member

We the People contest judge

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: Beth Hergesheimer

CSBA Region: 17

District or COE: San Dieguito Union High School District

Years on board: 10

Contact Number: 760-943-0768

E-mail: beth.hergesheimer@sduhsd.net

Are you a continuing Delegate? Yes No If yes, how long have you served as a Delegate? _____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Education funding, in particular the current issues relating to local reserves. I very much believe this is an issue of both fiscal responsibility/prudence and local control.
2. Ongoing work toward decreasing achievement gaps, increasing graduation rates/college readiness, and preparing our students to be productive participants in their communities. Whether accomplished through student engagement, programs or funding formulas, I see these goals as the core of our purpose.
3. Cultivating connections among all parties involved in student education: staff, parents, students, community, legislators, businesses, and so on, because there are no simple solutions.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Elementary school PTA launched my involvement when I served as the Chair of Health and Safety and then the Legislation Committees, finally acting as the unit President. Since then I have served for 10 years on the SDUHSD school board, during which time I have represented our district on our local Legislative Action Network, on Carlsbad, Encinitas and Solana Beach City/School Liaison committees, and represented the local education community on the Encinitas City General Plan Advisory Committee as they created their updated 20-year plan. I have attended many of the quarterly meetings of the regional San Dieguito Alliance for Drug free Youth. I have experienced working with three superintendents, have worked on our district Strategic Planning Committee and supported a successful bond effort. I am currently serving as board president (3rd time). I have written, called, and visited local legislators to share concerns and hopes, even before becoming a board member. Additionally, I have served on/chaired two non-profit preschool advisory committees, and am involved as a vocalist with two local groups.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

As a board member, I quickly came to appreciate the organization that is CSBA. I have found that it is a voice for our students and schools. I attended my first CSBA Annual Conference upon election and then completed the Masters in Governance program and became very aware of how CSBA helps keep school boards/members aware of current events, trends, best practices and actions needed. Having served for 10 years on our board including multiple years as clerk, Vice President and President, I feel that I am up-to-speed on what is occurring in our district, and ready/able/willing to increase my involvement at the next level. Our district has been forward thinking in our Common Core implementation, and I would hope to share some of those practices, as well as any other experience I might bring. I believe I can be an informed, thoughtful, active delegate.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Beth Hergesheimer

Date: 1/5/2015

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3281.

Name: <u>Antonio Martinez</u>	CSBA Region: <u>17 (San Diego)</u>
District or COE: <u>San Ysidro School District</u>	Years on board: <u>2 years</u>
Contact Number: <u>(619) 806-0828</u>	E-mail: <u>bbmc70@gmail.com</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association. My three educational priorities are based on the goal of improving the quality of education for all students in the State of California. We must 1) create policy that allows districts to improve communication with and the participation of parents/legal guardians (giving them incentives to be involved and work in partnership with school staff). We must also 2) provide every teacher the appropriate Common Core training and tools to excel and inspire our kids (this implies improving communication with teachers and ensuring they are part of the decision-making process). Lastly, we need to 3) provide trustees the appropriate training on school budgets, which would help them make more-informed decisions. All of the aforementioned priorities are significant to CSBA insofar as they emphasize improving communication and transparency statewide. Furthermore, they provide a basis for equal opportunity, where all of our children can succeed through high school, but also focus on the bigger picture: preparing our kids to triumph at the university or vocational level and in their future careers by giving them the same opportunity to succeed as any other child.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

My involvement in the community is extensive, and I am committed to improving the neighborhoods I call home. In addition to being President of San Ysidro School Board, I am also President of the San Ysidro Recreation Council, a member of the San Ysidro Planning Group, and a member of San Diego Police Department Captain's Advisory Board. Furthermore, my dedication to the local district extends to my professional career. I am Director of Public Relations for a community health center, and my team and I work to improve people's access to affordable, high-quality health care and other social service programs available in the community. Accordingly, my work extends to many neighboring communities in my local district, such as, albeit not exclusive to, Otay Mesa, Ocean View Hills, Nestor, Imperial Beach, and Chula Vista.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

In becoming a Delegate, I have the opportunity to not only represent my County at the state level, but also to voice the opinion and needs of my community and residents. My passion and involvement in the community is extensive and my knowledge and expertise of my local district is vital in serving as an appropriate representative. As a life-long resident of my San Diego community, I understand the importance of getting a quality education. I am proud to have been educated through the public school system and to have graduated from the University of Pennsylvania with honors and a distinction in Philosophy, Politics, and Economics. Furthermore, my professional career in health care, outreach and education provides me with additional resources to better contribute and serve as a member of the Delegate Assembly.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: 

Date: 12/15/2014

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: Janet W. Mulder

CSBA Region: 17

District or COE: Jamul Dulzura USD

Years on board: 10

Contact Number: 619-588-5672

E-mail: jmulder02@gmail.com

Are you a continuing Delegate? Yes No If yes, how long have you served as a Delegate? 8 years

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My top three educational priorities would be to first secure a truly adequate funding source that would assure education an income upon which we could base our budgets; second, to insure that we are preparing our students with skills for the 21st century and beyond, including providing a well-balanced curriculum, emphasizing critical thinking in all content areas; and third, recognizing the importance of accountability, insure that all testing includes multiple measures of students' annual progress including reauthorization of ESEA with a student progress component. Today, CSBA has also set these as top priorities, and we need to continue to be in the forefront of "putting kids first" in all three of these areas.

All of these priorities will require some "professional development" for our teaching staffs, parents, community members, and certainly our legislators. I would propose that each region meet in small groups with the schools they represent, working with the different sets of stake holders listed above, to both educate and partner with them so we speak with one voice promoting this important field of public education.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I have served as President, Vice-President, and Clerk on our JDUSD and currently serving a third term as Clerk. I am also a member of our Board's Government Relations, Legislative, and Policy Committees. I have served on the Negotiations, Recreation, and Facilities committees as well. I regularly meet with our legislators and their staff to keep them abreast of educational issues. I am actively involved in our local district through PTA/PTSA events such as the Autumn Festival, Musical programs, judge at site History Day competitions, worked with students on Freedom Walk, We the People competitions, Project Citizen Showcases and spoke at the Middle School promotion and Eagle Awards programs. In addition, I write a monthly column for our local newspaper featuring the exciting careers of former students of our school district aimed at furthering a positive image for our schools in particular and education in general.

I am an elected member of our Jamul Dulzura Community Planning Group where I serve as Secretary. Working with both the School Board and Planning Group gives me an additional insight and perspective into both areas of education and land use issues.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I have served the last eight years as your delegate working on the HOO (Honoring Our Own) Committee and co-chairing the Governmental Relations Legislative actions for our region the past seven years. I am a member of CSBA's Small School Districts Council. I attended the Legislative Action Days in Sacramento visiting many of our San Diego legislators, communicating our educational concerns to them, and made several visits to the legislators' offices here at home. I have attended all of the CSBA Annual Conferences, presented several sessions, and was on the 2013 Planning Committee and I have been a Golden Bell reviewer of projects nominated from our region. As a Board member from a small school district, I feel I can better represent the smaller school districts in our region on the delegate assembly. As a former teacher for 20 plus years, I bring a strong educational background to the delegate assembly, which sometimes helps to cut through the "education-eze" that comes to us from Sacramento. I know we all want to do what is best for kids, and my years in the classroom help me to see how to bring about change effectively. My association with the GSDCSS and the CCSS gives me further avenues to effectively present our CSBA ideas.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: December 13, 2014

JANET W. MULDER

3394 Beaver Hollow Road

Jamul, California 91935

(619) 588-5672

jmulder02@gmail.com

EDUCATION:

- **M.I.G. Masters in Governance - California School Boards Association - 2005**
- **M.A. Education (Curriculum & Instruction) - San Diego State University - 1980**
- **Life Credential - Multiple Subject (K-12 - Adult) - San Diego State University - 1977**
- **B.S. Business (Marketing) with Honors - San Diego State University - 1958**
- **Other post-baccalaureate education includes:**
 - Univ. of Pennsylvania 1988, Stanford University 1988, UCLA 1987, SDSU 1987, UCLA 1986, UCSD 1982.
- **Other educational training includes:**
 - Project Citizen Trainer of Trainers; We the People The Citizen & The Constitution; Josten's Yearbook Training Workshop, USD; BTSA training, Cajon Valley School District; California Council of Social Studies Conferences (CCSS); California League of Middle Schools Conferences (CLMS); California History Social Science Project Fellows Academies Institutes (CHSSP); California Teachers of English Conferences (CATE); California Learning Assessment System (CLAS) History Assessment Training, San Diego County Mentor Workshops, Partnership School's Network Conferences & Symposiums; Cognitive Coaching Training (Advanced) Art Costa & Robert Garmson; Cooperative Learning Workshops, Dee Dishon & Pat Wilson O'Leary; Problem Solving & Critical Thinking Workshops, Rita King; San Diego Area Mathematics Project Fellow; Program Quality Review Lead Reviewer Training.

CONSULTING & TEACHING EXPERIENCE:

EDUCATIONAL CONSULTANT 2000 – PRESENT

Jamul Dulzura Union School District Board of Trustees member

- Re-Elected November, 2012 (third four-year term) – President (2007-8 &)

- Earned Masters in Governance Certificate from CSBA, 2005

California School Boards Association Region 17 Delegate (elected 2006) Gov. Rel Co-chair
Holt, Rinehart & Winston, Publishers, Editorial Consultant

Center for Civic Education – Writer Scope & Sequence of Civics Education

- We the People Congressional District 52 Coordinator 2005-2014

San Diego County Department of Education

- History Day Coordinator 2002 - 2014

- CA State History Day Museum Experience Coordinator, 2005

- Big Ideas Standards Project Writer & Standards in Action Project Consultant

Oak Grove Middle School - Jamul, California

Yearbook Advisor & PowerPoint Presentation Creator 2002-2007

California History-Social Science Project Policy Board

McDougal Littell Publishing, Editorial Consultant

JAMUL-DULZURA UNION SCHOOL DISTRICT

Oak Grove Middle School - September 1986 – 2002

Mentor Teacher - History Social Science, Award-winning Journalism, Speech,

Academic Teams Coach, Constitutional Competition, County, State,

National History Day, East County Academic Bowl Coach, School Site Council Member,

Student Council Advisor, Leadership Team, District History Resource Teacher

Jamul Elementary School - May 1977 to Sept. 1986

Fifth grade, District Math Resource Teacher, Student Council Advisor

AWARDS & RECOGNITION RECEIVED:

39 Awards received including "Civic Education Leadership Award", "Educator of Merit – History Day in California", "Teacher of the Year" (2 times), "CLMS Educator of the Year", DAR "California's Outstanding Teacher of American History", Kiwanis "Citizen of the Year", Proclamations from SD County Board of Supervisors, PTA Awards including Golden Oak Service Award & Lifetime Achievement Award.

PRESENTATIONS & WORKSHOPS GIVEN:

130 given from 1985 to present at the local, state, and national level at conferences, schools, districts, Boards of Education meetings, community groups, colleges and universities on a variety of topics.
(Complete list available upon request)

Delegate Assembly Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: <u>Tamara Otero</u>	CSBA Region: <u>17</u>
District or COE: <u>Cajon Valley Union School District</u>	Years on board: <u>4</u>
Contact Number: <u>619-244-8138</u>	E-mail: <u>oterot@cajonvalley.net</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association. My first priority would be to encourage proper professional development for all teachers so that there is no disparity in the classrooms. To train our teaching professionals to use the blended learning pedagogy with the use of technology in every classroom in the state. Allowing each student to have an individualized learning experience that meets their unique needs and encourages enthusiasm for learning.

My second priority is for every child to have a valid physical education and arts experience in every grade level. These two subjects are at risk of being overlooked with Common Core taking the center stage. The reality is that if we are teaching Common Core then the arts and physical education should be integrated into curriculum.

My third priority is for every student in California to have a global perspective on learning. Digital learning allows us to teach and learn a common language. Rather than throw technology into the classrooms lets immerse our students in a language that has no boundaries.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

From the moment I was elected four years ago, I have made my position as a Trustee a full time job. I am active on the PTA in our District. I run a District-wide Art contest that allows students to enter in six different genres of Art. I have been instrumental in bringing the Design-Build model to our District for new construction, so that we might have more innovative options with our Bond related projects. I have represented our District at the County Supervisor in obtaining Grant funding for play space improvements. I am involved in our local service clubs as a Rotarian and have worked with the Salvation Army to assist our families of need. I have worked with our city as the Education liaison in encouraging and facilitating our students participation in an annual 5K run. I have worked directly with our Chaldean and refugee population leaders as we try to help with more effective community partnerships with our schools. I have worked with our Board to hire a new Superintendent. Simply put: I have made myself always available to the needs of our school district.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I bring new ideas! I have worked in schools as a volunteer and liaison for over 18 years. I feel more confident now as a Board member after serving four years. My Board has valued my leadership and elected me as their President for two of those four years. I am a visible presence in schools and classrooms, and I have an understanding of what has worked and what hasn't worked on our campuses to create and enthusiastic, inclusive learning environment.

I am very interested in becoming a Delegate. I know that there is much to learn, and I am confident that there is much to do. I am a hard worker and I am a quick learner. Let's make it a better tomorrow, today!

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Tamara Otero

Date: 12/21/14

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Name: <u>DAWN PERFECT</u>	CSBA Region: <u>17</u>
District or COE: <u>RAMONA UNIFIED SCHOOL DISTRICT</u>	Years on board: <u>6</u>
Contact Number: <u>760.788.1983</u>	E-mail: <u>dawnperfect@att.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Impact of State and Federal legislation of school districts throughout California.
2. Common Core Standards; interpretation and implementation.
3. Innovation in education programs. Changing technology requires ever-changing strategies from school leadership in how, and what we teach.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Masters in Governance

CSBA Annual Education Conference - attendee 5 years
San Diego County Superintendent's Achievement Gap Task Force
Governor's Budget Workshop presented by School Services of California - attendee 6 years
Grossmont/Cuyamaca College District Educational Master Plan participant
District Budget Steering Committee, 7-11 Facilities Committee, School Site Council, PTSA & Booster Clubs
ROP Community Advisory Panel

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

The policies of our State are largely directing how we educate students throughout the State. CSBA is one of the strongest tools our public education system has for providing input to our State legislators. With an informed and active membership, the needs of local school districts can be more powerfully voiced.

I look forward to the opportunity to represent and serve the school districts in California by active participation as a CSBA Delegate. I have an open-door, open-minded approach to leadership and dedicate fully to the task at hand.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Dawn Perfect

Date: December 11, 2014

DAWN PERFECT

937 Bricklane Road, Ramona, California 92065

dawnperfect@att.net 760.788.1983

Dawn Perfect and her husband, Scott, are lifetime residents of San Diego County. They have four children; all educated in traditional public schools, as well as public Montessori and independent study programs.

An active volunteer in a variety of organizations, Dawn has always put an emphasis on education, both in the classroom and in the community. Through service with an assortment of non-profit groups, Dawn has forged a bond between classroom education and community opportunities available to students.

College readiness and vocational education through the integration of STEAM (science, technology, engineering, arts and math) are key areas of interest.

Dawn was recently re-elected to a second term on the Ramona Unified Governing Board.

Community Activities & Recognitions:

- Revitalization Infrastructure Chairperson, reporting to County Supervisor Jacob
- Ramona Intergenerational Campus – Chairperson
- Grossmont/Cuyamaca College District – Educational Master Plan Advisory Group
- Arriba Teen Center – Founding Board Member
- Community Planning Group – Transportation & Trails, Parks, Town Center Development
- Palomar Health Community Action Council – Member
- Chamber of Commerce Citizen of the Year Nominee 2013
- Friends of the Ramona Library – Lifetime Member
- Ramona Soccer League – Treasurer
- Boy Scouts of America – Award of Merit, Distinguished Commissioner, Council Silver Beaver

Education: Masters in Governance
AA General Studies
AA Liberal Arts & Sciences

Ramona Unified School District Service:
Elected Governing Board Member, 2008
Budget Steering Committee
7-11 Facilities Committee
Site Council President

Recent Endorsements: California Senator Joel Anderson and County Supervisor Diane Jacob



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Name: <u>JOHN M RAJCIC</u>	CSBA Region: <u>17</u>
District or COE: <u>RAMONA UNIFIED</u>	Years on board: <u>2</u>
Contact Number: <u>760-788-5939</u>	E-mail: <u>RAJCICJ8@AOL.COM</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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PRIORITIES:

- 1.FUNDING. Adequate funding is basic to an effective school/district. This must be a major concern of CSBA.
- 2. PUBLIC RELATIONS(PR). The public school is often unjustly maligned. Good PR is a requisite for garnering support. Public opinion is everything. With public sentiment nothing can fail. Without it nothing can succeed. The major activities of CSBA must be imbedded in effective Public Relations.
- 3.TECHNOLOGY. Students must be technologically competent. We are living in an era of genius machines. One day we will look back and see two Nations . One that is working in the technologically dynamic sector and everyone else. ...average is over. Change is rampant. Those that do not like change will like obsolescence even less.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I will complete CSBA's Masters in Governance 3-14-15. Attended CSBA /SSC meetings on finance, personnel and new board members. Attended many seminars/meetings at the COE on Common Core and Common Core and the arts/music, Proposition 30, the Governors Budget, CSTRS, CSBA Education Conference(Missed SF was in Vermont) ,LCFF and LCAP. Also attended a meeting on Common Core 2.0(Citizens for Quality Education)to hear concerns . Locally and in the past I worked on Bond Measures, Budget and Facilities Committees.. Drop in on PTA meetings . Correspond with Assemblymen and Senator. As a long time adviser to the Ramona Historically Society and Museum, I find myself explaining and talking about school matters at meetings.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Formal education is extremely important today. I always felt that experience is not the best teacher . It is the experience of others. My experience in leadership rolls in Education , the Military and Industry should be beneficial to CSBA in making policy that positively impacts on public education.(www.Jrajcic.com).I do not avoid, repress or deny conflict, but rather see it as an opportunity . I am old enough to know my limitations but young enough to overcome them. I hope I can produce some good by what I write, say and do.

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Signature: *John Rajcic* Date: _____

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Name: <u>Barbara Ryan</u>	CSBA Region: <u>17</u>
District or COE: <u>Santee School District</u>	Years on board: <u>35</u>
Contact Number: <u>(619) 258-2304</u>	E-mail: <u>barbara.ryan@santeesd.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>30</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Securing Adequate Funding – Protecting current funding and securing additional funding is critical to districts.
2. Providing Equal Educational Opportunity for all Students -- A core responsibility for districts and a priority for CSBA.
3. Seeking Greater Local Control – Mandate relief should continue to be key to CSBA's support of local boards.

Please describe your activities/involvement or interests in your local district. I was first elected to the Santee Board of Education in 1979 and have been re-elected in nine subsequent elections. I have served as President, Vice President and Clerk and also represented the Board as the Legislative Representative. I represent the Board on several district and community committees, including the Curriculum Advisory Council. My major interest has always been in the area of curriculum and instruction. I take very seriously my responsibility as a board member to assure all students have access to an excellent education.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

In addition to direct communication to CSBA staff, I communicate the interests of my board and other boards through the San Diego County School Boards Association (SDCSBA), and to our CSBA Region 17 Director. That information is then taken to the CSBA Board of Directors for discussion/action.

I have served as a member of the SDCSBA Executive Committee for 30 years and during that time served as President, Vice President, Treasurer and Legislative Representative. I currently represent school boards on the Children's Initiative Board of Directors and the Children's Mental Health Advisory Council. This service provides an opportunity to raise education/school board concerns and communicate the perspective of board members to the broader community.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I wish to continue serving as a member of the Delegate Assembly in order to support CSBA in its role of speaking loudly and clearly on behalf of California's students. My long-term service as a local school board member and my service over the years on the following CSBA committees position me well to make a positive contribution to the Delegate Assembly.

- Member of the Delegate Assembly
- Legislative Relations Chair (State and Federal)
- Legislative Committee
- Coordinated Children's Services Task Force
- School Facilities Task Force
- Welfare Reform Committee
- Health Task Force

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Barbara Ryan

Date: November 19, 2014

BARBARA RYAN

Biography

SCHOOL BOARD SERVICE

- **Santee Board of Education**
 - First elected in 1979
 - Re-elected in 1981, 1986, 1990, 1994, 1998, 2002, 2006, 2010, and 2014
 - Served as President, Vice President, Clerk and Legislative Representative
 - Currently serves as Legislative Representative
- **San Diego County School Boards Association**
 - Served as President, Vice President, Treasurer and Legislative Representative
- **California School Boards Association**
 - Currently:**
 - Member, Delegate Assembly
 - Member, Legislative Network
 - Served as:**
 - Legislative Relations Chair
 - Member, Legislative Committee
 - Member, Coordinated Children's Services Task Force
 - Member, School Facilities Task Force
 - Member, Welfare Reform Committee
 - Member, Health Task Force
 - Member, Condition of Children Council

COMMUNITY SERVICE (Past and Present)

- First 5 San Diego
- San Diego Commission on Children, Youth and Families
- Children's Initiative Board of Directors
- Foster Grandparents Board of Directors
- Serra Mesa Planning Group Executive Board
- Kearny Mesa Planning Group Executive Board
- School Site Council
- PTA Executive Board
- East County YMCA Board
- Santee Chamber of Commerce

AWARDS ACCOMPLISHMENTS

- 2011 SDCSBA Board Member of the Year
- Champion for Children Award, Voices for Children
- YWCA Tribute to Women in Business Award
- President's Award, Santee Chamber of Commerce
- California Assembly Woman of the Year
- PTA Continuing Service Award
- PTA Honorary Service Award
- Citizen of the Year, Phi Delta Kappa
- Citizen of the Year, Santee Kiwanis Club

PROFESSIONAL

- Vice President, Government Affairs and Advocacy – Rady Children's Hospital-San Diego



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Name: <u>Priscilla J. Schreiber</u>	CSBA Region: <u>17</u>
District or COE: <u>Grossmont Union High School District</u>	Years on board: <u>14</u>
Contact Number: <u>619.571.6386</u>	E-mail: <u>priscilla1953@msn.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>8</u> years	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

In serving as your CSBA Delegate for eight years my top three educational priorities remain unchanged as we continue our efforts to gain ground from SAC in the following areas:

- 1) Secure more local control for what's best for individual School Districts' student population as determined and defined by its Board, it's community, and it's stakeholders.
- 2) Advocate for more flexible and stable funding, hold the state accountable for a School Facilities Bond in 2016 to fulfill it's obligation under the State-Matching Incentive program; and STOP mandates that undermine local control, that are underfunded, and unfunded.
- 3) Curriculum, at it's core, should be well tested and well balanced with an emphasis on critical thinking, technology, civics education, college preparedness, and career technical education taught by highly trained and fully equipped teachers in every classroom.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I had the great opportunity to serve my District as Board President and Vice President at a time when our District needed to pass a follow-on Facilities Bond; an effort that required strong community engagement and support. Upon the passage of that Bond Measure we expanded our CBOC for greater community representation. I have served as Clerk of the Board and on numerous District committees, I.e.) Board Bond Sub-Committee, Audit and Finance, Calendar, Human Relations, Health and Wellness, Skilled Workforce Development Committee. As a strong advocate for Civics Education I participate annually as a Judge for the "We the People" middle and high school competitions. I have served on the Boys & Girls Clubs of East County Foundation Board and their related capital building campaigns over the past five years. Through a joint partnership with the Boys and Girls Club's "Teen Center" in El Cajon, we established an after school program specific to introducing students to the Career Pathway offerings on the surrounding high school campuses. Along with my fellow Delegates I have participated in Legislative Action Days both at home and in Sacramento.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

When first elected in 2000, I immediately saw the value of participating in the "Masters in Governance" (MIG) program. My background in construction and the private sector had provided me with a valuable set of business skills, however, I knew I needed to learn how to be an effective School Board Member on a Governance Team. In regard to the (MIG) program I believe that adding a Bond Program Module would be a great benefit to School Board Members as Facilities and Education Tech Bonds have become big business in public education. I have been an active member on our local SDCSBA Executive Committee as Legislation Co-Chair/Secretary/Treasurer; and Entertainment Chair/Decorations & Sponsorships for the Annual Honoring Our Own Committee. In 2004, I was honored by both my San Diego CSBA peers with the recognition of "Rookie School Board Member of the Year" and by my Assemblyman as his "Woman of the Year". I participated as a co-presenter in a workshop on "Ethics in Education" at the 2006 Annual Education Conference and in 2011 I was thrilled to be nominated for the East County Chamber of Commerce's

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: January 6th, 2015

Delegate Assembly

Candidate Biographical Sketch Form



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Name: Julie Union

CSBA Region: 17

District or COE: Solana Beach School District

Years on board: 2

Contact Number: 619-889-2246

E-mail: julieunion@sbsd.k12.ca.us

Are you a continuing Delegate? Yes No If yes, how long have you served as a Delegate?

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

ACADEMIC ACHIEVEMENT: The students of today will need to be ready for the rigors of tomorrow. 21st Century skills are imperative for a successful future and the Achievement Gap must be a continued priority of CSBA policy direction.

ADVOCACY: Advocate for students at the local, state, and national level. We must safeguard the promise of equal education opportunities and the commitment to high standards and high expectations for all students.

BOARD MEMBER DEVELOPMENT: How a school board governs is vital to the success of a school district. CSBA is an important resource to help board members in the areas of board education, human resource policy, finance, legislative advocacy, collective bargaining, and community leadership. When school boards are well educated, our voice is united for student success.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

Involvement in our local district began 18 years ago as a school volunteer. Since that time, I have been an active education advocate serving in many PTA leadership positions and school site councils. As a school board member, I have completed the CSBA Masters in Governance certification and attended conferences and workshops including the San Diego STEM Symposium. Meeting and building productive relationships with local legislators, neighboring district school board members, and community leaders has been a priority. Sharing best practices, innovations, and lessons learned has been very beneficial.

Opening up social media channels has been a positive way to communicate and connect with constituents and public leaders. I started the "Parent Education Connection" on Facebook as a way to update parents on educational trends, pertinent articles, and supportive videos. The Twitter account @JulieUnion is dedicated to education related issues, articles, and videos by current educational leaders and organizations, news outlets, and local school administrators.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I understand the importance and value of CSBA and would like to see more school board members participate in the Masters in Governance certification, attend more conferences, and workshops. As an enthusiastic board member with a background in marketing, I would appreciate the opportunity to be on the CSBA Marketing Committee and help foster more CSBA participation from both beginner and more experienced Trustees.

I have the time and desire to advocate for student success at the Delegate level and I would be honored to work side-by-side with other school board members that also believe in the educational tenet "All children are our children".

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Julie Union*

Date: *1/5/14*

JULIE UNION



UNITING SCHOOL BOARD MEMBERS

Being a school board member is a tremendous privilege that comes with great responsibility. CSBA is an important resource to help school board members in the areas of board education, human resource policy, finance, legislative advocacy, collective bargaining, and community leadership. As a new enthusiastic board member with a background in marketing, I would appreciate the opportunity to collaborate with District 17 Assembly members and find ways to foster more CSBA participation from both beginning and more experienced Trustees. Together we can all benefit by increased attendance at conventions and workshops, more Masters in Governance participation, and provide new outreach opportunities for school board members to meet in order to share best practices, innovations, and lessons learned. Together we can continue to unite our voice in education advocacy as well as enrich our time serving our individual districts.

EDUCATION

SAN DIEGO STATE UNIVERSITY Major: Business Administration	1983-1987 Concentration: Marketing
CSBA - MASTERS IN GOVERNANCE	2013-2014

EXPERIENCE

SOLANA BEACH SCHOOL BOARD MEMBER	2012 - PRESENT
BUSINESS OWNER, TREASURED MOMENTS PHOTOGRAPHY	1995- 2002
ACCOUNT MANAGER, CREATIVE PROMOTIONAL SERVICES	1988- 1995

COMMUNITY SERVICE

Executive PTA Board Member and Site Council Representative - Carmel Valley Middle School
Girl Scout Leader 1997 - present
Common Sense Media Advisors Panel Member 2014 - present
PTA President at Carmel Creek Elementary 2010-2012
Team Parent and Foundation Liaison at Canyon Crest Academy 2006-2010
Susan G. Komen 3-Day walker or crew member - 4 years total

SOCIAL MEDIA

Started "Parent Education Connection" on Facebook to update parents on educational trends, pertinent articles, and supportive videos. Twitter account @JulieUnion is dedicated to education related issues, articles, and videos by current educational leaders, news outlets, and local school administrators.



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Name: <u>Dr. Gary C. Woods</u>	CSBA Region: <u>17</u>
District or COE: <u>Grossmont Union High School District</u>	Years on board: <u>4</u>
Contact Number: <u>619.590.2141</u>	E-mail: <u>gwoods@socalsem.edu</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

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1. Student-Centered Learning which prepares students to utilize their personal learning styles and develop their personal learning strengths.
2. Technology-Enhanced Learning which prepares students to learn at their own pace and in ways that best fit their learning strengths.
3. Career-Technical Education which prepares students for the real world of global competition and rapid technology change.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

As a Governing Board Member of the Grossmont Union High School District, I am interested in promoting (1) good governance regarding finances; (2) high academic expectations; and (3) student safety and anti-bullying education.

I currently teach educational psychology and chair dissertation committees on the topics of bullying, Native American education, and sports and education at the high school level.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

As a lifelong educator with a Doctor of Education in Technology and Learning, I would push an agenda that focuses on best practices in grades 9 - 12, as well as preparation for undergraduate education. I am interested in collaborating with fellow educators to develop best practices in secondary education.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Dr. Gary C. Woods

Date: December 12, 2014

Governing Board

of Cajon Valley Union School District

Phone: (619) 588-3005

Fax: (619) 588-7653



Children Are First

Office Address:

750 E. Main Street, El Cajon, CA 92020

Mailing Address:

PO Box 1007, El Cajon, CA 92022-1007

www.cajonvalley.net

January 30, 2015

Board of Trustees
CSBA Region 17
San Diego County

Re: Tamara Otero, Candidate for CSBA Region 17 Delegate Assembly

Dear Governing Board Members:

At the December 9th meeting of the Cajon Valley Union School District Governing Board, we unanimously nominated Tamara Otero as a candidate to the California School Boards Association's Delegate Assembly, Region 17.

Mrs. Otero is currently in her second term on the Board and served as our President for the past two years. As president, Mrs. Otero excelled as a leader and spokesperson for the Board. Her 19 year experience as a volunteer advocate for children in our district has honed Mrs. Otero's diplomatic manner and her affinity for attention to detail. She asks the tough questions; using the answers to solve the issue at hand. She studies all the sides to an issue, as well as the "what ifs" before making decisions. She advocates for change if the situation merits it, although, she does not advocate for change for the sake of change.

As a new delegate, she will provide a fresh approach to CSBA's advocacy for students. We believe Mrs. Otero will represent San Diego County Districts' interests with utmost care and professionalism and is worthy of your vote.

Sincerely,

Justin Slagle, President

Jill Barto, Vice President

Jo Alegria, Member

Suzanne Mullins, Member



Robert W. Graeff, Ed.D.
Superintendent
720 Ninth Street, Ramona, CA 92065

January 26, 2015

Dear Members of the Governing Board,

It is with absolute pleasure that I inform you that the Governing Board of the Ramona Unified School District has unanimously nominated **Dawn Perfect** as a candidate for the Delegate Assembly of the California School Board Association.

In her second year as Board President, seventh year as a member of our local Governing Board, and a continuing member of the CSBA Delegate Assembly, Dawn has distinguished herself as an excellent participant in a profound position of educational leadership. She has graduated from CSBA's Masters in Governance program and has participated fully in nearly every CSBA Annual Education Conference since her election to the Board in 2008. In serving in her local role as school board member, Dawn has made her mark as a frequent classroom volunteer, a keen student of local and statewide policy issues, a leader in understanding how economic and budget issues affect public education and our surrounding communities, someone who regularly visits the schools of our local district, and a genuine supporter of teachers, administrators, and programs which lead to higher expectations and increased achievement for all students. Since her election, she has participated fully in making extremely tough local decisions triggered by the Great Recession – and has done so with students always at the forefront of each and every vote.

Unique for board members, Dawn has an unusually strong history of participation in community planning, punctuated by her heavy involvement in local and countywide organizations. Locally, she has been a longtime participant in community planning for revitalization, transportation, trails, and parks. She serves on a critically important Revitalization Steering Committee which reports to the County Supervisor representing our local area and is a community group member associated with the County General Plan Update. She has further demonstrated her civic responsibilities as a volunteer and leader with parks and recreation (association member), the public library (lifetime member), youth soccer (treasurer), the health community (Palomar-Pomerado Health community action), and the Boy Scouts (award of merit). Even after being elected to our local Board, she partnered with two other community leaders to create a Teen Center for the youth of Ramona, based at a vacated school site. Clearly, Dawn has the "bigger picture" in mind when serving our schools in that her heavy involvement with planning and civic groups provides her the balance to make informed decisions and to provide solid leadership for the local citizenry.

With the support of her husband and family (with a daughter currently enrolled in our local public schools), **Dawn Perfect** is an excellent candidate for Delegate Assembly. Please consider supporting her in her candidacy – knowing that her contributions to this important statewide organization would help promote the interests of parents, children, and school board members all across the state.

Sincerely,


Robert W. Graeff, Ed.D.
Superintendent

Preparing Today's Students for Tomorrow's World



San Ysidro School District

*"Provides an educational environment
in which all students succeed"*

Governing Board
Antonio Martinez, President
Marcos A. Diaz, Vice-President
Rodolfo Linares, Clerk
Jose F. Barajas, Member
Luciana Corrales, Member

George J. Cameron, Ed.D.
Interim Superintendent

January 27, 2015

Board of Trustees
CSBA Region 17
San Diego County

Re: Antonio Martinez, CSBA Region 17 Delegate Assembly

Dear Governing Board Members:

The San Ysidro School District Governing Board joins the South Bay Union School District in supporting Mr. Antonio Martinez as a candidate for the 2015 California School Boards Association Delegate Assembly.

Mr. Martinez is a life-long resident of San Ysidro and is serving his third year as an elected trustee and the current president of the board. He also serves his community as chair of the San Ysidro Recreation Council and a member of both the San Ysidro Planning Group and San Diego Police Captain's Advisory Board. His interest in serving as a Delegate Assembly member is commensurate with his educational priorities which include improving communication with parents, the provision of tools and training for teachers in Common Core State Standards, and the availability of training for trustees with respect to budgets and school finance.

He is a graduate of the University of Pennsylvania and currently serves as the Director of Public Relations for the Imperial Beach Community Clinic. In this capacity, he not only recognizes the importance of student well-being but has the opportunity for outreach and education in many neighboring communities such as Otay Mesa, Ocean View Hills, Nestor, Imperial Beach, and Chula Vista.

For all these reasons, the San Ysidro School District Governing Board endorses his candidacy and respectfully seeks your support to elect Antonio Martinez as a member of the Delegate Assembly.

Sincerely,


George J. Cameron, Ed.D.
Interim Superintendent

Administration:

DAVID H. LORDEN, Ed.D.
District Superintendent
KAMRAN AZIMZADEH
Deputy Superintendent
TINA BRADY
Assistant Superintendent



Board of Trustees:

GELIA G. COOK
TWILA C. GODLEY
C. KEITH HILDRETH
KEVIN C. HOWE
BONNIE LACHAPPA

Board of Trustees
CSBA Region 17
San Diego County

Re: **Twila C. Godley**, CSBA Region 17 Delegate Assembly

Dear Members of the Governing Board:

It is with pleasure that we inform you that the governing board of the Lakeside Union School District has unanimously nominated Twila Godley as a candidate to the Delegate Assembly of the California School Boards Association. Mrs. Godley has served on the Delegate Assembly for the past eight years and has held the position of Treasurer.

Mrs. Godley has dutifully served on the Lakeside Union School District Board of Trustees since 1992; she has been involved in PTA for over 20 years as local President at Lakeview Elementary and El Capitan High School as well as Ninth District Treasurer, Financial Secretary and Leadership Team and California State PTA Leadership and Finance Commissions. She has served as Foothills Council President and Treasurer; and PTA Council President; founding member of the East County Education Network and Mt. View Unit of the Children's Hospital Auxiliary.

Mrs. Godley is an exemplary leader, understanding a need for collaborative action, open to the concerns and ideas of others, and possessing the highest personal integrity. She is truly a person of intelligence and honor.

We know she will continue to be an outstanding Delegate and is worthy of your trust and vote.

Sincerely,


Kevin C. Howe, Vice President


Gelia G. Cook, Member


C. Keith Hildreth, Member


Bonnie LaChappa, Clerk

Schools of Arts and Sciences

12335 Woodside Avenue • Lakeside, California 92040
DISTRICT OFFICE 619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>



Santee School District

SCHOOLS:

Cajon Park
Carlton Hills
Carlton Oaks
Chet F. Harritt
Hill Creek
Pepper Drive
PRIDE Academy
at Prospect Avenue
Rio Seco
Sycamore Canyon
Alternative
Success Program

February 6, 2015

Governing Board Members
CSBA Region 17
San Diego County

Re: Re-election of Barbara Ryan to CSBA Region 17 Delegate Assembly

Dear Members of the Governing Board:

The Santee School District Board of Education unanimously nominated Barbara Ryan as a candidate for continuing service in the California School Boards Association Delegate Assembly, Region 17. It is with great pleasure that I endorse Mrs. Ryan's candidacy for another term as a delegate. Mrs. Ryan has worked with school board members and administrators as an elected member of the Delegate Assembly since 1982.

As a school board member for over 30 years, Mrs. Ryan exemplifies CSBA's Mission: "To provide leadership in setting and implementing the public education agenda and to support school board governance at the district and county levels." She has been a parent of five children in the Santee School District and now has grandchildren in our schools. She has worked countless hours in the board member capacity to improve education for all children in the county as well as the school district.

Mrs. Ryan walks the talk of establishing high standards and exemplifies this belief in her political and educational service. She has brought over \$2 million dollars to the school district in philanthropic, county and federal grants to assist at-risk children to receive equal educational opportunities. She was highly instrumental in the passage of SB177, a bill that gives local control to school districts when district property is sold. Her legislative background and expertise is a benefit to the students we serve.

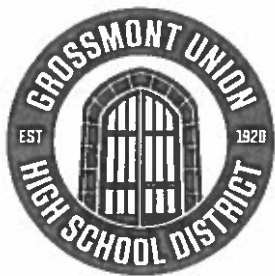
It has always been Mrs. Ryan's goal that our students have the support necessary to receive a quality education and she continues to speak passionately, and without hesitation, on their behalf in Sacramento. I encourage you to cast your vote for experience, knowledge, dedication, and commitment to education's goals and to children by supporting Barbara Ryan for the Region 17 CSBA Delegate Assembly.

Sincerely,

Cathy A. Pierce, Ed.D.
Superintendent

BOARD OF EDUCATION • Dustin Burns, Dianne El-Hajj, Ken Fox, Elana Levens-Craig, Barbara Ryan
DISTRICT SUPERINTENDENT • Cathy A. Pierce, Ed.D.

9625 Cuyamaca Street • Santee, California 92071-2674 • (619) 258-2300 • www.santeesd.net



COMMITTED TO EXCELLENCE
S I N C E 1 9 2 0

• GOVERNING BOARD MEMBERS

JIM KELLY
PRISCILLA SCHREIBER
ROBERT SHIELD
JIM STIERINGER
DR. GARY C. WOODS

• SUPERINTENDENT

RALF SWENSON

January 14, 2015

Board of Trustees
CSBA Region 17
San Diego County

Re: Dr. Gary C. Woods, CSBA Region 17 Delegate Assembly

Dear Members of the Governing Board:

The Governing Board of the Grossmont Union High School District unanimously nominated Dr. Gary C. Woods as a candidate for the Delegate Assembly of the California School Boards Association, representing Region 17 in San Diego County.

Dr. Woods formerly served as a GUHSD Board Member from 2008 – 2012, and was elected to serve another term in 2014. He currently serves as the Governing Board Representative on the District's Curriculum Master Plan Steering Committee, the District English Language Advisory Committee (DELAC), and as a Board Bond Briefing Representative. Dr. Woods also represents the District as a participant in the San Diego East County Chamber of Commerce.

Dr. Woods is very involved in many activities throughout the District, and volunteers to work with our students by assisting with student interviews, as an Industry Mentor for our Academies, and any other volunteer activity available to the Governing Board Members.

Dr. Woods is an innovative educator who currently serves as the Executive Director of EBI Leadership, with a Doctorate of Education in Technology and Learning, instructional Technology and Learning Styles. He is committed to preparing students with 21st century technology-supported learning skills for the real world. He is a strong proponent of the District's career and technical education pathways, as well as expanding the learning opportunities for the District's students. The California Senate recognized Dr. Woods as a "Public Servant of the Month" for, "an outstanding dedication to education for over 25 years, a passion for helping students realize their true potential, and exemplary service on the Grossmont Union High School Board."

The GUHSD Governing Board is proud to support Dr. Gary C. Woods as a CSBA Delegate Assembly Candidate for Region 17.


Robert Shield, President


Jim Stieringer, Member


Jim Kelly, Clerk


Ralf Swenson, Superintendent

DEHESA SCHOOL DISTRICT

To: Members of the Board &
Supt. Janet Wilson

From: Lori Wigg

Subject: PL-874 Federal Impact
Aid Application

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Background:

Many local school districts across the United States include within their boundaries parcels of land that are owned by the Federal Government or that have been removed from the local tax rolls by the Federal Government. These school districts face special challenges; they must provide a quality education to the children living on Federal lands and meet the requirements of the No Child Left Behind Act. This is done while sometimes operating with less local revenue than is made available to other school districts because the Federal property is exempt from local property taxes.

Dehesa School District receives approximately \$25,000 to \$45,000 per year in Federal Impact Aid funding. Applications are completed in January/February of each year for the following school year's funding cycle. Part of the application process requires the Board of Education to name an authorized District representative and to approve filing the application. As a condition of funding, school districts are also required to annually review their board policies regarding the education of Children Residing of Federal Lands.

Recommendation:

Administration recommends that the Board of Education approve the filing of the PL-874 Federal Impact Aid application for Fiscal Year 2015-16, naming Lori Wigg, Business Manager, as the authorized District representative. Administration also recommends that the Board review and approve BP 5111.1 Children Residing on Federal Lands.

Financial Impact:

The district's PL-874 funding for the 2014-15 Fiscal Year was \$24,500. It is anticipated that funding for 2015-16 will increase to approximately \$45,000.

Agenda Item #: VII.C.10

Final Filing Date: 02/02/2015

U.S. Department of Education
Impact Aid Program
Washington, DC, 20202-6244

Form Approved:
- OMB number 1810-0687
- Expiration date: 09/30/2014

Applicants must submit complete applications on or before this filing deadline to receive full payments. See the instructions for further information.

APPLICATION FOR IMPACT AID - SECTION 8003 (Version No. 1)

Submit an original and 1 copy to the Impact Aid Program.
Send 1 copy to the State Educational Agency(SEA) using the attached transmittal form.

MEMBERSHIP SURVEY DATE
01/05/2015

SURVEY FORMS :
SOURCE CHECK :

ORIGINAL APPLICATION:
AMMENDMENT:

IMPACT AID No. 14-CA-2016-1928
PR/AWARD No. S041B- 2016 -0514
DUNS No. 078725496

APPLICANT NAME : Dehesa School District
STREET/P.O.BOX: 4612 Dehesa Road
CITY: El Cajon
COUNTY : San Diego
STATE: CA
ZIP: 92019 Zip+4:

CONTACT PERSON NAME: Lori Wigg
TITLE: Business Manager
PHONE: 6194442161
FAX: 6194442105
E-MAIL: lori.wigg@dehesasd.net

CHECK TO APPLY FOR FUNDING UNDER SECTION 8003(b)(2) FOR HEAVILY IMPACTED LEAs. (If you check this box, the Impact Aid Program will contact you to request additional information.)

GRADE SPAN MAINTAINED
Pre-K through 8

LEGAL CLASSIFICATION(if different than grade span)
Dehesa SD

I certify that I have read the statements contained in this application and that these statements and all of the data included in this application are, to the best of my knowledge and belief, true, complete, and correct. I certify that I am authorized to make the representations and commitments in this application, for and on behalf of the applicant and otherwise to act as the applicant's authorized representative in submitting this application for funding under section 8003 of the Impact Aid Program (Title VIII of the Elementary and Secondary Education Act). I declare that the applicant will mail a complete copy of this application to the SEA at the same time that it mails this application to the U.S. Department of Education.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (Please type or print.)

Lori Wigg, Business Manager

SIGNATURE

Lori Wigg

DATE

1/28/15

IMPACT AID PROGRAM ASSURANCES AND CERTIFICATIONS (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

The local educational agency (LEA) hereby declares that it has filed the following assurances and certifications covering the Impact Aid Program (Title VIII of the Elementary and Secondary Education Act(ESEA)) with the U.S. Department of Education, and, as of the date of the signature below, reaffirms and incorporates by reference those assurances and certifications in this Impact Aid application. * The LEA certifies that no circumstances affecting the validity of the following assurances have changed since their previous filing:

- i. As applicable, the assurances in OMB Standard Form 424B (Assurances for Non-Construction Programs), relating to legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood insurance; environmental standards; wild and scenic river systems; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and general agreement to comply with all Federal laws, executive orders and regulations;
- ii. The certification regarding lobbying in ED Form 80-0013; and
- iii. With respect to the Certification Regarding Lobbying, the LEA certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; that the LEA will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," when required (34 CFR Part 82, Appendix B); and that the LEA will require the full certification, as set forth in 34 CFR Part 82, Appendix A, in the award documents for all subawards at all tiers.

The LEA further assures that:

- i. It is a local educational agency that was created and authorized to operate schools, has administrative control and direction of free public education in the school districts, and that it may legally accept and disburse Federal funds to aid in financing its expenditures;
- ii. It will comply with all applicable statutes, regulations, and requirements concerning this grant, including requirements of the Impact Aid law (Title VIII of the ESEA), the program regulations (34 CFR Part 222), and program administrative requirements;
- iii. It will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for any Impact Aid payments received for federally connected children with disabilities claimed on Tables 1 and 2, and will use those funds to provide a free appropriate public education to those children in accordance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C., 1400 et seq.). The special education programs provided to the children with disabilities claimed in this application conform to the policies, procedures and requirements of the (IDEA);
- iv. For any children claimed who reside on eligible Indian lands, policies and procedures have been established as required by section 8004 of the Impact Aid law, and have been adequately disseminated to the tribes and parents of children residing on eligible Indian lands. A copy of the current policies and procedures or a waiver statement from the local Indian tribe(s) is attached (see instructions for further information); and
- v. It is hereby advised that, under section 8011 of the Impact Aid law, it is entitled to request an administrative hearing on, and/or review or reconsideration of, any action of the Department under the Impact Aid law that adversely affects or aggrieves the applicant; any such requests are governed by the regulations in 34 CFR Part 222, Subpart J, except for requests for hearings concerning Indian policies and procedures, tribal complaints, and withholdings that are governed by the regulations at 34 CFR Part 222, Subpart G. Any request for a hearing, review or reconsideration under 34 CFR Part 222, Subpart J, must be made in writing and submitted within 60 calendar days from the date of the applicant's notice (receipt) of the adverse action to: Director, Impact Aid Program, United States Department of Education, 400 Maryland Ave., SW, Washington, D.C. 20202-6244.

*If the applicant is applying for Impact Aid assistance for the first time, the applicant also must file with the Impact Aid Program by the deadline for filing this application the following assurances and certification that it can obtain from the IAP: OMB Standard Form 424B (Assurances for Non-Construction Programs) and ED Form 80-0013 (certification regarding lobbying).

Lori A Wigg
Business Manager

Name and Title of Authorized Certifying Representative

Signature

Date

Lori A Wigg
1/28/15

U.S. Department of Education
Washington, D.C. 20202-5335

**APPLICATION FOR GRANTS
UNDER THE**

Impact Aid Section 8003, FY 2016 Application Package
CFDA # 84.041B
Impact Aid # 141928 -- Version # 1

OMB No. 1810-0687, Expiration Date: 12/31/2016

Closing Date: 02/02/2015 11:59:00 PM

Impact Aid # 141928 – Version # 1

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Final Filing Date: 02/02/2015

U.S. Department of Education
Impact Aid Program
Washington, DC. 20202-6244

Form Approved:
- OMB number 1810-0687
- Expiration date: 09/30/2014

Applicants must submit complete applications on or before this filing deadline to receive full payments. See the instructions for further information.

APPLICATION FOR IMPACT AID - SECTION 8003 (Version No. 1)

Submit an original and 1 copy to the Impact Aid Program.
Send 1 copy to the State Educational Agency(SEA) using the attached transmittal form.

MEMBERSHIP SURVEY DATE
01/05/2015

SURVEY FORMS : [X]
SOURCE CHECK : []

ORIGINAL APPLICATION: [X]
AMENDMENT: []

IMPACT AID No. 14-CA-2016-1928
PRI/AWARD No. S041B-2016 -0514
DUNS No. 078725496

APPLICANT NAME : Dehesa School District
STREET/P.O.BOX: 4612 Dehesa Road
CITY: El Cajon
COUNTY : San Diego
STATE : CA
ZIP: 92019 Zip+4:

CONTACT PERSON NAME: Lori Wigg
TITLE: Business Manager
PHONE: 6194442161
FAX: 6194442105
E-MAIL: lori.wigg@dehesasd.net

CHECK TO APPLY FOR FUNDING UNDER SECTION 8003(b)(2) FOR HEAVILY IMPACTED LEAs. (if you check this box, the Impact Aid Program will contact you to request additional information.)

GRADE SPAN MAINTAINED
Pre-K through 8

LEGAL CLASSIFICATION (if different than grade span)
Dehesa SD

I certify that I have read the statements contained in this application and that these statements and all of the data included in this application are, to the best of my knowledge and belief, true, complete, and correct. I certify that I am authorized to make the representations and commitments in this application, for and on behalf of the applicant and otherwise to act as the applicant's authorized representative in submitting this application for funding under section 8003 of the Impact Aid Program (Title VIII of the Elementary and Secondary Education Act). I declare that the applicant will mail a complete copy of this application to the SEA at the same time that it mails this application to the U.S. Department of Education.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (Please type or print.)

Lori Wigg, Business Manager

SIGNATURE

Lori Wigg

DATE

1/28/15

IMPACT AID PROGRAM ASSURANCES AND CERTIFICATIONS (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

The local educational agency (LEA) hereby declares that it has filed the following assurances and certifications covering the Impact Aid Program (Title VIII of the Elementary and Secondary Education Act(ESEA)) with the U.S. Department of Education, and, as of the date of the signature below, reaffirms and incorporates by reference those assurances and certifications in this Impact Aid application.* The LEA certifies that no circumstances affecting the validity of the following assurances have changed since their previous filing:

- i. As applicable, the assurances in OMB Standard Form 424B (Assurances for Non-Construction Programs), relating to legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood insurance; environmental standards; wild and scenic river systems; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and general agreement to comply with all Federal laws, executive orders and regulations;
- ii. The certification regarding lobbying in ED Form 80-0013; and
- iii. With respect to the Certification Regarding Lobbying, the LEA certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; that the LEA will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," when required (34 CFR Part 82, Appendix B); and that the LEA will require the full certification, as set forth in 34 CFR Part 82, Appendix A, in the award documents for all subawards at all tiers.

The LEA further assures that:

- i. It is a local educational agency that was created and authorized to operate schools, has administrative control and direction of free public education in the school districts, and that it may legally accept and disburse Federal funds to aid in financing its expenditures;
- ii. It will comply with all applicable statutes, regulations, and requirements concerning this grant, including requirements of the Impact Aid law (Title VIII of the ESEA), the program regulations (34 CFR Part 222), and requirements concerning this grant, including requirements of the Impact Aid law (Title VIII of the ESEA), the program regulations (34 CFR Part 222), and program administrative requirements;
- iii. It will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for any Impact Aid payments received for federally connected children with disabilities claimed on Tables 1 and 2, and will use those funds to provide a free appropriate public education to those children in accordance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C., 1400 et seq.). The special education programs provided to the children with disabilities claimed in this application conform to the policies, procedures and requirements of the (IDEA);
- iv. For any children claimed who reside on eligible Indian lands, policies and procedures have been established as required by section 8004 of the Impact Aid law, and have been adequately disseminated to the tribes and parents of children residing on eligible Indian lands. A copy of the current policies and procedures or a waiver statement from the local Indian tribe(s) is attached (see instructions for further information); and
- v. It is hereby advised that, under section 8011 of the Impact Aid law, it is entitled to request an administrative hearing on, and/or review or reconsideration of, any action of the Department under the Impact Aid law that adversely affects or aggrieves the applicant; any such requests are governed by the regulations in 34 CFR Part 222, Subpart J, except for requests for hearings concerning Indian policies and procedures, tribal complaints, and withholdings that are governed by the regulations at 34 CFR Part 222, Subpart G. Any request for a hearing, review or reconsideration under 34 CFR Part 222, Subpart J, must be made in writing and submitted within 60 calendar days from the date of the applicant's notice (receipt) of the adverse action to: Director, Impact Aid Program, United States Department of Education, 400 Maryland Ave., SW, Washington, D.C. 20202-6244.

*If the applicant is applying for Impact Aid assistance for the first time, the applicant also must file with the Impact Aid Program by the deadline for filing this application the following assurances and certification that it can obtain from the IAP: OMB Standard Form 424B (Assurances for Non-Construction Programs) and ED Form 80-0013 (certification regarding lobbying).

Lori A Wigg
Business Manager

Lori Wigg, Business Manager

Name and Title of Authorized Certifying Representative

Signature

Date

1/28/15

Application For Impact Aid Section 8003 - Table 1 (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

Table 1: Children with disabilities who: (1) Reside on eligible federal property and have a parent on active duty in the uniformed services of the United States; or (2) Reside on eligible federal property with a parent who is both an accredited foreign government official and a foreign military officer; or (3) Reside on eligible Indian lands (Include only children enrolled in State-approved special education programs on this table. Exclude these children from Tables 2,3,4, and 5.)

Table 1-1. Federal Property on which children with disabilities reside

Property Code Number (1)	Official Name, Address, City, State (2)	Property Type (3)	Number of children on survey date (4)

Table 1-1 Total => 0

Table 1-2. Children with disabilities

Property Code Number (4)	Children with disabilities (5)	Number of children on survey date (6)
14-0000-0010*	With a parent on active duty in the uniformed services of the United States	0
14-0000-0015*	With a parent who is both an accredited foreign government official and a foreign military officer	0
14-1435-0010*	Residing on eligible Indian lands	0
*NOTE: Property codes marked with an asterisk will always be the same. Table 1-2 Total ->		0

Note: Table 1-1 Total and Table 1-2 Total must be the same. Table 1-2 is a summary of all children on Table 1-1. Properties listed on this page were claimed in the LEA's prior year application. An LEA may add any property it believes is eligible, without a property code number. However, it must indicate the specific location of each parcel of claimed property (i.e., the official name, street address, city, and state).

Application For Impact Aid Section 8003 - Table 2 (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

Table 2: Children with disabilities who DO NOT RESIDE ON FEDERAL PROPERTY BUT: (1) Have a parent on active duty in the uniformed services of the United States; or (2) Have a parent who is both an accredited foreign government official and a foreign military officer (include only children enrolled in state-approved special education programs on this table. Exclude these children from Tables 1.3.4, and 5.)

Property Code Number (1)	Children with disabilities (2)	Number of children on survey date (3)
14-0000-0010	With a parent on active duty in the uniformed services of the United States	
14-0000-0015	With a parent who is both an accredited foreign government official and a foreign military officer	
Table 2 Total =>		0

Application For Impact Aid Section 8003 - Table 3 (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

Table 3: Children who: (1) Reside on federal property with a parent employed on eligible federal property located at least partly within the school district; or (2) Reside on eligible federal property and have a parent on active duty in the uniformed services of the United States; or (3) Reside on eligible federal property and have a parent who is both an accredited foreign government official and a foreign military officer; or (4) Reside on eligible Indian lands (no parental employment required) (Do not include children reported on Tables 1.)

Federal Property on which children reside		Federal Property on which parents are employed		Number of children on survey date (5)
Property Code Number (1)	Official Name, Address, City, State (2)	Property Code Number (3)	Official Name, Address, City, State (4)	
1414350024	Sycuan Resv. - Specific Individual Trust Props Approved From Fy 1993 Appl xxxx CA	1414350024	Sycuan Resv. - Specific Individual Trust Props Approved From Fy 1993 Appl xxxx CA	22
Table 3 Total =>				22

Properties listed on this page were claimed in the LEA's prior year application. An LEA may add property it believes is eligible, without a property code number. However, it must indicate the specific location of each parcel of claimed property (i.e., the official name, street address, city and state).

Application For Impact Aid Section 8003 - Table 4 (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

Table 4. Children who reside on eligible federal property but whose parents are not employed on federal property (Children residing on eligible Indian lands should be reported on Table 3.)

Property Code Number (1)	Federal Property on which children reside Official Name, Address, City, State(2)	Number of children on survey date (3)
Table 4 Total =>		0

Properties listed on this page were claimed in the LEAs prior year application. An LEA may add property it believes is eligible, without a property code number. However, it must indicate the specific location of each parcel of claimed property (i.e., the official name, street address, city and state).

Application For Impact Aid Section 8003 - Table 5 (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

Table 5. Children who do not reside on federal property but: (1) Reside with a parent employed on federal property; or (2) Have a parent on active duty in the uniformed services of the United States; or (3) Have a parent who is both an accredited foreign government official and a foreign military officer (Do not include children reported on Table 2.)

Federal Property on which parents are employed			Number of children on survey date (3)
Property Code Number (1)	Official Name, Address, City, State (2)		
1400000010	Uniformed Services xxxx CA		8
1414350024	Sycuan Resv. - Specific Individual Trust Props Approved From FY 1993 Appl xxxx CA		25
1447300035	Border Patrol Station 1802 Saturn Blvd Imperial Beach CA		1
NEW23430	Naval Medical Center 34800 Bob Wilson Drive San Diego CA		2
NEW23431	Naval Health Research Center 140 Sylvester Rd San Diego CA		1
Table 5 Total =>			37

Properties listed on this page were claimed in the LEA's prior year application. An LEA may add property it believes is eligible, without a property code number. However, it must indicate the specific location of each parcel of claimed property (i.e., the official name, street address, city and state).

Table 6. Membership and Average Daily Attendance Data (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

		Preceding Year	Current Year
1.	Membership - total number of children enrolled in the preceding school year and the current school year on the respective survey date		
	(A) in schools of the applicant's district (Do not include tuition-out children)	1.(A) 210	184
	(B) for whom tuition is received (tuition-in)	1.(B) 0	0
	(C) subtotal [line 1.(A) MINUS line 1.(B)]	1.(C) 210	184
	(D) for whom tuition was paid (tuition-out)	1.(D) 0	0
	(E) for whom the applicant school district provided free public elementary or secondary education [line 1.(C) PLUS line 1.(D)]	1.(E) 210	184
2.	Average daily attendance (ADA) for the preceding school year: (ADA is defined by section 1410(1) of the Elementary and Secondary Education Act as the aggregate number of days in attendance of all students during a school year divided by the number of days school is in session during that year.)		
	(A) Preceding regular school year ADA of children reported on Line 1.(E) of this table This line includes tuition-out children and excludes tuition-in children. (Do not include summer school ADA on this line.)	2.(A) 181.27	
	(B) Hours of summer school attendance for the preceding school year	2.(B) 0	
	(C) Number of days in the regular school year	2.(C) 181	
3.	Total federally connected children claimed for the current year (2014 - 2015) from tables 1 through 5. [LINE 3 Divide 1(E) Current Year]	3. 3.	59 32.065217391304344%

Indian Policies and Procedures (Version No. 1)

Applicant Name: Dehesa School District

Impact Aid Number: 14-CA-2016-1928

School Year: 2014 - 2015

If you claim children residing on Indian lands (on Table 1 or Table 3), you must attach below a copy of your school district's current Indian Policies and Procedures (IPPs) or waiver statements from all affected tribes. The IPPs must have been developed or updated within the last year. A waiver statement must be for the current year. Contact the Impact Aid Program by phone at (202) 260-3856 if you need more information about this requirement.

If you do not claim children residing on Indian lands on Table 1 or Table 3, do not submit this form.

Title : Policy Attachment

File: [Impact_Aid_Policy.pdf](#)

**DEHESA SCHOOL DISTRICT
GOVERNING BOARD POLICIES**

STUDENTS

Children Residing on Federal Lands

AR 5111.1(b)

- 6) All program application, plans and evaluations concerning the education of Indian children will be disseminated by the district to the tribe or Indian education committee who shall be responsible to distribute the information to parents/guardians of Indian children living on Indian lands. At least once each year, representatives of the district and the parent committee will meet to discuss:
- a) Applications for future programs
 - b) Recommendation concerning the needs of children
 - c) Ways the tribe and parents/guardians can assist the children in realizing the benefits of the district's educational program.
 - d) Planning and development of the district's educational program
 - e) Overall view of the district's educational program
 - f) The degree of parent/guardian participation in the district program

*Board Approved on June 19, 2003
Reviewed and Approved Annually
To be reviewed by the Board on February 15, 2015*

DEHESA SCHOOL DISTRICT
GOVERNING BOARD POLICIES

STUDENTS

Children Residing on Federal Lands

BP 5111.1

Indian children will participate in all school programs on an equal basis with all other children educated in the district. Information regarding school programs and plans will be distributed to the parents/guardians of American Indian children who live on federal lands. The Governing Board declares the Sycuan Band of the Kumeyaay Nation along with the parents of other American Indian children will have the opportunity at an annual meeting to present their views regarding the education of the American Indian children and make recommendations regarding the children's needs. As well, they have an opportunity to request being on the monthly agenda of the regular Dehesa Board meetings to address any pressing issues regarding the education of Indian children.

The district will make a sincere effort to actively consult and involve the parents (or tribal officers) who reside on federal lands regarding the planning and development of the educational programs of the district.

*Board Approved on June 19, 2003
Reviewed and Approved Annually
To be reviewed and approved
by the Board on February
15, 2015*

DEHESA SCHOOL DISTRICT
GOVERNING BOARD
POLICIES

STUDENTS

Children Residing on Federal Lands

AR5111.1(a)

- 1) The district shall establish an Indian Advisory Committee in accordance with federal law. The purpose of this committee will be to meet with members of the administration to discuss the education of children residing on federal lands in the school district. District administrators will review school data and comments from tribal officials and parents/guardians to assess the extent of Indian children's participation in the educational program on an equal basis.

Representation on this advisory committee will consist of three representatives from the Sycuan reservation within the school district. A minimum of two representatives from the Sycuan reservation shall be parents/guardians of children in the district residing on federal land. The third member may be a parent/guardian, tribal leader, or representative of a tribal leader. When necessary, the Indian Advisory committee will prepare a modified educational program to recommend to the Governing Board to ensure equal participation in the program by Indian children.

- 2) New policies or procedures or educational materials affecting the children of parents/guardians residing on federal lands will be actively disseminated to tribes, bands, and parents/guardians of Indian children. Minutes of school site council meetings and school board meetings may be sent for review to the tribe. The district will disseminate PL874 application and evaluation of programs assisted with PL874 funds to tribal parents/guardians in a timely manner.
- 3) Individual parent/guardians of children or their representative may communicate concerns regarding the educational program directly to their child's teacher or the Superintendent/Principal.
- 4) The Indian Advisory Committee will review Indian input and opportunity for input and the district's response to the Indian comments recommending changes in district policies and procedures, and recommend modification of the policies and procedures. The district will then respond to the Advisory Committee's input. When necessary, the Board will modify this policy.
- 5) All parents/guardians are welcome to address the board on issues of concern at the board's public meetings.

*Board Approved on June 19, 2003
Reviewed and Approved Annually
To be reviewed and approved February 15, 2015*

DEHESA SCHOOL DISTRICT

To: Members of the Board and
Supt. Janet Wilson

From: Janet Wilson

Subject: Board Policy and
Administrative Regulation
5111.1

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

Presented for your Review and Approval/Adoption:

1. Board Policy and Administrative Regulation 5111.1 – Children Residing on Federal Lands

A requirement of the PL-874/Impact Aid Grant is the annual review of the Board Policies regarding students residing on federal lands.

The Sycuan Tribal Council has requested that we consider revising the language from Indian to Native American. Due to the grant being tied in with Federal funding we are concerned with changing the language and believe listing both would be acceptable.

Agenda Item #:VII.C.1

DEHESA SCHOOL DISTRICT GOVERNING BOARD POLICIES

STUDENTS

Children Residing on Federal Lands

BP 5111.1

Indian(/Native American) children will participate in all school programs on an equal basis with all other children educated in the district. Information regarding school programs and plans will be distributed to the parents/guardians of American Indian(/Native American) children who live on federal lands. The Governing Board declares the Sycuan Band of the Kumeyaay Nation along with the parents of other American Indian(/Native American) children will have the opportunity at an annual meeting to present their views regarding the education of the American Indian(/Native American) children and make recommendations regarding the children's needs. As well, they have an opportunity to request being on the monthly agenda of the regular Dehesa Board meetings to address any pressing issues regarding the education of Indian children.

The district will make a sincere effort to actively consult and involve the parents (or tribal officers) who reside on federal lands regarding the planning and development of the educational programs of the district.

DEHESA SCHOOL DISTRICT
GOVERNING BOARD
POLICIES

STUDENTS

Children Residing on Federal Lands

AR5111.1(a)

- 1) The district shall establish an Indian(/Native American) Advisory Committee in accordance with federal law. The purpose of this committee will be to meet with members of the administration to discuss the education of children residing on federal lands in the school district. District administrators will review school data and comments from tribal officials and parents/guardians to assess the extent of Indian(/Native American) children's participation in the educational program on an equal basis.

Representation on this advisory committee will consist of three representatives from the Sycuan reservation within the school district. A minimum of two representatives from the Sycuan reservation shall be parents/guardians of children in the district residing on federal land. The third member may be a parent/guardian, tribal leader, or representative of a tribal leader. When necessary, the Indian(/Native American) Advisory committee will prepare a modified educational program to recommend to the Governing Board to ensure equal participation in the program by Indian(/Native American) children.

- 2) New policies or procedures or educational materials affecting the children of parents/guardians residing on federal lands will be actively disseminated to tribes, bands, and parents/guardians of Indian(/Native American) children. Minutes of school site council meetings and school board meetings may be sent for review to the tribe. The district will disseminate PL874 application and evaluation of programs assisted with PL874 funds to tribal parents/guardians in a timely manner.
- 3) Individual parent/guardians of children or their representative may communicate concerns regarding the educational program directly to their child's teacher or the Superintendent/Principal.
- 4) The Indian(/Native American) Advisory Committee will review Indian(/Native American) input and opportunity for input and the district's response to the Indian(/Native American) comments recommending changes in district policies and procedures, and recommend modification of the policies and procedures. The district will then respond to the Advisory Committee's input. When necessary, the Board will modify this policy.
- 5) All parents/guardians are welcome to address the board on issues of concern at the board's public meetings.

*Board Approved on June 19, 2003
Reviewed and Approved Annually*

DEHESA SCHOOL DISTRICT GOVERNING BOARD POLICIES

STUDENTS

Children Residing on Federal Lands

AR 5111.1(b)

- 6) All program application, plans and evaluations concerning the education of Indian(/Native American) children will be disseminated by the district to the tribe or Indian(/Native American) education committee who shall be responsible to distribute the information to parents/guardians of Indian(/Native American) children living on Indian lands. At least once each year, representatives of the district and the parent committee will meet to discuss:
- a) Applications for future programs
 - b) Recommendation concerning the needs of children
 - c) Ways the tribe and parents/guardians can assist the children in realizing the benefits of the district's educational program.
 - d) Planning and development of the district's educational program
 - e) Overall view of the district's educational program
 - f) The degree of parent/guardian participation in the district program

*Board Approved on June 19, 2003
Reviewed and Approved Annually*

DEHESA SCHOOL DISTRICT

To: Members of the Board
From: Janet Wilson
Subject: Personnel
Recommendations

Meeting Date: February 19, 2015

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

The Governing Board is requested to approve/ratify the following personnel recommendations:

Personnel:

Certificated:

1. To approve the appointment of Lauren Kjono as EAK Teacher and the afternoon Response to Intervention Reading Teacher

Agenda Item #:VII.E.1