

San Pasqual Union School District

The Little School in the Valley

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BOARD OF EDUCATION REGULAR MEETING

Tuesday, October 9, 2018 at San Pasqual Union School

5:30 p.m. Regular Session

I. CALL TO ORDER

Blaise Jackson, President _____
Angie Baker, VP _____
Tim Spivey, Clerk _____

David Hersey, Member _____
Scott Heidemann, Member _____
Mark Burroughs, Supt /Secretary _____
Pamela Hansen, Recording Secretary _____

II. CLOSED SESSION (5:00 Conference room)

- A. PERSONNEL – appointments, transfers, resignations and/ or reassignments. (GC§54957, 54954, 54957.6).
- B. Conference re: Potential Litigation (1 case) (GC – 54956.9)

III. OPEN SESSION (5:30 Trussell Hall)

- C. WELCOME TO GUESTS AND PLEDGE OF ALLEGIANCE
- D. REPORT OF ACTION TAKEN IN CLOSED SESSION
- E. HEARING OF THE PUBLIC: Persons wishing to speak to an item on the agenda or another topic that lies within the Board’s jurisdiction
- F. APPROVAL OF AGENDA AND MINUTES: Current agenda and minutes of the 9/11/18 regular meeting. Any changes for either the full agenda or the consent calendar must be made at this time

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Vote: Jackson _____ *Hersey* _____ *Baker* _____ *Heidemann* _____ *Spivey* _____

G. CURRICULUM REPORT- Sandy Hook Promise/Say Hello Week -Tammy Lee, Allyson Thompson, ASB

H. SUPERINTENDENT REPORT

I. Accountability Update (CAASPP/LCAP) – Mark Burroughs/Tammy Lee

IV. ACTION/DISCUSSION

J. RESOLUTION #R18-19-06: Approval of resolution R18-19-06 to adopt an updated Conflict of Interest Code.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Vote: Jackson _____ *Hersey* _____ *Baker* _____ *Heidemann* _____ *Spivey* _____

K. AGREEMENT between San Diego County School Districts and San Pasqual Union for student transportation services

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Vote: Jackson _____ *Hersey* _____ *Baker* _____ *Heidemann* _____ *Spivey* _____

L. RESOLUTION #R18-19-07: Approval of resolution R18-19-07 to designate Rhonda Brown, Director of Finance as the authorized representative of the Board of Trustees and Mark Burroughs as alternate representative, and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as legislative body pursuant to the terms of the San Diego County Schools Fringe Benefits consortium agreement.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Vote: Jackson _____ *Hersey* _____ *Baker* _____ *Heidemann* _____ *Spivey* _____

M. RESOLUTION # R18-19-08: Approval of resolution R18-19-08 to designate Rhonda Brown, Director of Finance as the authorized representative of the Board of Trustees and Mark Burroughs as alternate representative, and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as legislative body pursuant to the terms of the San Diego Country Schools Risk Management Joint Powers Authority agreement.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Vote: Jackson ___ *Hersey* ___ *Baker* ___ *Heidemann* ___ *Spivey* ___

V. CONSENT AGENDA

N. AGREEMENT FOR CONSULTING SERVICES between San Pasqual Union and Cooperative Strategies.

O. FINANCIAL REPORTS: Collection advice, revolving cash, purchase orders, donations, credit card expenditures, commercial warrants.

Action _____

Motion By _____ *Seconded by* _____ *Vote* _____

Vote: Jackson ___ *Hersey* ___ *Baker* ___ *Heidemann* ___ *Spivey* ___

VI. BOARD COMMENTS

A. Comments by Trustees

ADJOURNMENT – LOOKING AHEAD

10/10 – Walk or Wheel to School Day - WOW

10/12 – Middle School Dance

10/15-19 – Parent/Teacher Conferences

10/26 – Harvest Night

10/29-11/2 – Red Ribbon Week

NEXT MEETING: November 13, 2018 5:00 pm Closed session

Separate attachments available by request at the District office. San Pasqual Union provides appropriate disability accommodations. Any person who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

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BOARD OF EDUCATION MINUTES

Tuesday, Sept 11, 2018 at San Pasqual Union School

Closed Session (5:00)

Regular Session

- Regular meeting called to order at 5:45 p.m. All members were present except Member Baker and Member Spivey. Superintendent Burroughs and recording secretary, Pamela Hansen were also present
- Public was welcomed and the flag salute was recited.
- Report from Closed Session: No formal action taken.
- Public Hearing: No one requested to address the Board
- Member Hersey made a motion to approve the agenda and minutes from the 8/14/18 meeting. Member Heidmann seconded the motion. Motion passed 3/0
- The Board Approved the District openers for SPUSD Sunshine Articles for 2018-2019 School Year: Article 12, Reassignments Procedures; Article 14, Complaint Procedures
- The Board held a hearing of the public regarding the Williams Settlement. No one commented.
- The Board was updated on the Unaudited Actuals. Mrs. Brown discussed one-time monies that resulted in an end-of-year balance that was directed towards deferred maintenance and capital outlays. With the campus approaching 20 years and the buses getting older the District will need to prepare for more of these types of expenses.
- Superintendents / Assistant Principals Report :
 - Great first weeks of school...BTS teacher trainings, Saints Day, 1st day of school, expectations expo & back to school nights.
 - We received official approval of our 2017-2018 LCAP
 - SDCOE tech team evaluated our wireless upgrades
 - PTO – successful Grandparents Day – about to kick off Fall Fundraiser
 - Foundation – Late Sept will kick off their Green Envelope Campaign – Fiesta on the Fairway 10/7
 - Red Barn Arts : Looking to review and update Strategic Art Plan
 - SAGE : Completed 1st student work day, Applied for a \$900 grant
 - 100 year committee : will meet monthly to come up with ideas for getting students involved in the celebration planned for the weekend of June 21st
 - New Hires : Andrea Marquez, Jessica Rodriguez, Theresa Keeling
 - First SPU Inspirational Employee of the Month - Kristen Andrade

Action / Discussion

- Approval of Resolution #R18-19-03- allows the District to apply for the Grant from the California Energy Commission School Bus Replacement Program.
- Approval of Resolution #R18-19-04 - Williams Settlement
- Approval of Resolution #R18-19-05- Approves adoption of establishing the projected GANN Limit for 2018-2019 and revising the limit for the previous year.

Consent Agenda

Member Heidemann moved to approve the consent agenda. Member Jackson seconded the motion.
Motion passed 3/0

Comments by Trustees:

Member Heidemann: Mr. Heidemann congratulates Mrs. Andrade on receiving the first Inspirational Employee Award. He would also like to be the first to get a ride on the new bus if we are able to get one. He feels that we have had a positive start to the school and is looking forward to more updates.

Member Hersey: Mr. Hersey congratulates and thanks Mrs. Andrade for all she does for the students at San Pasqual Union. He is pleased that the District is taking deferred maintenance so seriously and is saving accordingly.

Member Jackson: Mr. Jackson congratulates Mrs. Andrade. He suggests that we wait on reviewing the Strategic Arts Plan until after the December election so the new board members are able to participate. He thanks Rhonda for her financial update and for saving money for deferred maintenance and special education.

Regular meeting adjourned at 6:24

Next meeting 10/9/2018 Closed session 5:00pm

**SAN PASQUAL UNION SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION**

Resolution #R18-19-06

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the San Pasqual Union School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the San Pasqual Union School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the San Pasqual Union School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED this 9th day of October 2018, the Board of Trustees of the San Pasqual Union School District of San Diego County, California, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

I hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by said Board of Trustees at a regularly called and conducted meeting held on said date.

President of the Board

Clerk to the Board

CSBA Sample

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

Note: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract." Even when a conflict does not exist pursuant to those statutes, a violation might still occur under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Note: Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

***Note: The Governing Board is required to adopt a conflict of interest code in compliance



with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.***

Note: Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Note: Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

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(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

~~***Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.***~~

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

~~***Note: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) he/she discloses the existence of the conflict and describes with particularity the nature of his/her economic interest in the contract; (2) gives a summary description of the circumstances under which he/she believes the conflict may arise; and (3) either he/she, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that legal counsel be consulted when situations arise involving the rule of necessity,~~

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as strict compliance is required.***

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Note: The following optional section is for use only by districts in which the Board and/or designated employees are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

Note: According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, even if they delegate day-to-day investment decisions to staff, or approve investment transactions involving these funds are considered officials who manage public investments.

Note: The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANS) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:
(Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

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3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

Note: While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. California appellate courts have ruled in McGee v. Balfour Beatty Construction LLC and Davis v. Fresno Unified School District that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

***Note: Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes,

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court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.***

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

Note: Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Note: Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

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Note: Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87505) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Note: Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Note: Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

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Note: Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

Note: The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$460. This amount is adjusted in odd-numbered years by the FPPC. Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation. For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Note: Several exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. If questions arise as to such exceptions, the district may seek clarification from the FPPC through email to advice@fppc.ca.gov or consult legal counsel.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Note: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

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Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

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FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18753-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

105

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

(7/10) 5/16

MB

CSBA Sample

Exhibit

Conflict Of Interest

E 9270

Board Bylaws

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Note: Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

Note: The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

Note: The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

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WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the _____ School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the _____ School District has recently reviewed its positions, and the duties of each position, and has determined that ~~(changes)~~ no changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the _____ School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the

School District

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The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

Note: The following list ~~must be modified~~ to reflect the specific disclosure categories in the district.

1. Category 1: A person designated Category 1 shall disclose:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. Category 2: A person designated Category 2 shall disclose:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Note: Item #3 below is ~~for use only~~ by districts in which the Board and Superintendent "manage public investments." All other districts must delete item #3.

ok - delete #3

***Note: Government Code 87500 requires public officials and designated employees to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income

which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and Superintendents who "manage public investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation. See section in accompanying bylaw entitled "Additional Requirements for Boards that Manage Public Investments" for a further discussion of this issue.***

Delete

3. Full Disclosure: ~~Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:~~
- a. ~~Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.~~
 - b. ~~Investments, business positions, and sources of income, including gifts, loans, and travel payments.~~

Designated Positions

Note: ~~The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."~~

Designated Position and Disclosure Category

Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Purchasing Agent	1
Director	2
Principal	2 <i>23</i>
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Project Specialist	2
Supervisor	2
Dean of Students	2

ok

Disclosures for Consultants

***Note: ~~The definition of designated employees in Government Code 82019 includes~~

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consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.***

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

(7/10) 5/16

MS

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District
38. Spencer Valley Elementary School District

39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located with County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2018 to June 30, 2020 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

Alpine Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Borrego Springs Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Cardiff School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Chula Vista Elementary School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Dehesa School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Cajon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Mountain Empire Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Oceanside Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Rancho Santa Fe School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Dieguito Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

San Pasqual Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

National School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

San Ysidro School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Encinitas Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Escondido Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Fallbrook Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Julian Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Lakeside Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Santee School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

South Bay Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Sweetwater Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2018.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2018.

Warner Unified School District

Name / Title

Approved by _____
On the ____ day of _____ 2018.

SAN PASQUAL UNION SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION
Resolution #R18-19-07

**RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE
TO
SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM
FOR FRINGE BENEFITS PROGRAMS**

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

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

WHEREAS, the San Pasqual Union School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

NOW THEREFORE BE IT RESOLVED that Rhonda Brown, Director of Finance is designated as the authorized representative(s) of the Board of Trustees of San Pasqual Union School District, and Mark Burroughs, Superintendent as alternate representative(s), and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

PASSED AND ADOPTED this 9th day of October, 2018, the Governing Board of the San Pasqual Union School District of the San Diego County, California, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

I hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by said Board of Trustees at a regularly called and conducted meeting held on said date and that the same has not been amended or repealed.

President of the Board

Secretary or Clerk to the Board

**SAN PASQUAL UNION SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION**

Resolution #R18-19-08

**RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE
TO
SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY
FOR
WORKERS' COMPENSATION, PROPERTY & LIABILITY
OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW**

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

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law;

WHEREAS, the San Pasqual Union School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

NOW THEREFORE BE IT RESOLVED that Rhonda Brown, Director of Finance is designated as the authorized representative of the Board of Trustees of San Pasqual Union School District, and Mark Burroughs, Superintendent as alternate representative, and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

PASSED AND ADOPTED this 9th day of October, 2018, the Governing Board of the San Pasqual Union School District of the San Diego County, California, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

I hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by said Board of Trustees at a regularly called and conducted meeting held on said date and that the same has not been amended or repealed.

President of the Board

Secretary or Clerk to the Board



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between San Pasqual Union School District at 15305 Rockwood Road, Escondido, CA 92027, hereinafter called "Client", and Cooperative Strategies, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. **SERVICES TO BE PERFORMED BY CONSULTANT**

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement".

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II. **OWNERSHIP; USE**

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials"), which includes, but is not limited to the following: (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. .

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles,

- travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
 - (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV.

OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V.
OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Indemnification by Client. Except as set forth in Section 8.10, Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, (ii) Client's breach of its warranties or covenants hereunder or (iii) infringement, misappropriation or misuse of Consultant Materials. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination

of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.5), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI. **TERM; TERMINATION**

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within ten (10) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.3, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. **CONFIDENTIALITY**

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than

as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. **GENERAL PROVISIONS**

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: bdolinka@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted

assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code (the "CGC"), or any similar term under applicable law. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100 of the CGC, or any similar terms under applicable law. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100 of the CGC, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent

arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed

and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

San Pasqual Union School District

By: 

Larry Ferchaw
Partner

By: _____

Date: 9/20/2018

Date: _____

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EXHIBIT A

STATEMENT OF WORK

SAN PASQUAL UNION SCHOOL DISTRICT DEVELOPER MITIGATION CONSULTING SERVICES

Cooperative Strategies, LLC shall provide consulting services necessary to assist San Pasqual Union School District ("Client" or "School District") with (i) evaluating the facilities impacts of the Safari Highlands Ranch new residential development project ("Project"), (ii) assisting with negotiating mitigation agreement(s) ("Agreements") for the projects, and (iii) helping to implement a funding program to pay for the necessary facilities. The specific activities and tasks to be performed under this Scope of Work include the following:

ACTIVITY I. ESTIMATE FACILITIES IMPACTS OF THE PROJECT

Task 1 Utilize Student Enrollment Projections

This task involves Cooperative Strategies utilizing the number of students to be generated from residential units constructed within the Project.

Task 2 Identify School Facility Needs

This task involves Cooperative Strategies estimating how many new school facilities will be needed to accommodate unhoused students from the Project based on the student enrollment projected in Task 1. This task will involve a determination of the amount, if any, of existing capacity the School District has available to accommodate students from the Project.

Task 3 Identify Need for Interim School Facilities

This task involves Cooperative Strategies identifying the need for interim facilities to house students generated from future residential development until such time that new school facilities can be constructed.

Task 4 Evaluate School Site(s)

This task involves Cooperative Strategies evaluating with the School District the location and timing of planned school sites within the Project.

Task 5. Estimate School Costs

This task involves Cooperative Strategies estimating costs associated with (i) expanding existing school facilities, (ii) acquiring school sites, and /or (iii) constructing new school facilities. To estimate such costs, Cooperative Strategies shall survey surrounding school districts for comparable

construction costs, review appraisals, converse with land developers/merchant builders ("Developers"), and analyze other pertinent information from design and construction professionals.

Task 6. Calculate School Facilities Cost Impacts

This task involves Cooperative Strategies calculating the school facilities cost impacts to the School District created by the proposed Project. Cooperative Strategies shall use information/data gathered under Tasks 1-5 to calculate such impacts.

Task 7. Unencumbered Funds/Existing Assets

This task involves Cooperative Strategies working with the School District to identify any unencumbered funds or existing assets that could be available to modernize existing school facilities or construct new school facilities.

Task 8. Project Potential State Funding

This task involves Cooperative Strategies projecting the amount of funding the School District will be eligible to receive from the State to accommodate students generated from the Project.

Task 9. Develop Funding Program

This task involves Cooperative Strategies developing funding options for the School District to fund the school facilities cost impacts identified in Task 6. The preliminary funding program shall use information/data gathered under Tasks 7-8. It should be noted that the funding program will be updated and revised throughout Activity II as new information/data is available.

Task 10. Present School Facilities Cost Impacts for Project

This task involves Cooperative Strategies presenting the analysis of the school facilities cost impacts, as identified in Task 7, as well as the preliminary funding program from Task 9. The presentation will be made to stakeholders, which may include the Governing Board, City of Salinas, and Developers.

ACTIVITY II. MITIGATION NEGOTIATIONS

This activity involves Cooperative Strategies assisting the School District by planning for and participating in mitigation negotiations.

Task 11. Develop Negotiation Strategy

This task involves Cooperative Strategies assisting the School District in utilizing the facilities and funding plans for the proposed Project to be used as the basis for negotiating with the Developers associated with the Project.

Task 12. Determine Developer's Proposed Mitigation Terms

This task involves communicating with the Developer to determine the proposed terms to mitigate residential development.

Task 13. Communicate Proposed Terms with School District

This task involves communicating the information compiled under Task 12 with the School District and its legal counsel, providing the financial impact of each term under a range of potential scenarios, and making recommendations as to each term's acceptance or rejection.

Task 14. Negotiate Revised Mitigation Terms with Developers

This task involves communicating the decisions arrived under Task 13 with the Developer and its legal and financial consultants. This task and Task 13 may be repeated as necessary until an agreement is reached.

Task 15. Assist with Draft Mitigation Agreement

This task involves working with the School District's legal counsel to draft Agreements consistent with the terms agreed upon under Task 14.

Task 16. Review Mitigation Agreement

This task involves providing and reviewing comments on the Agreements until finalized and executed.

Task 17. Assemble and Coordinate Team Members

This task involves recommending other consultants to the School District to assist in the development of an Agreement. Such consultant may include, but are not limited to, legal counsel(s), appraiser, architect, soil consultant, and California Environmental Quality Act consultant. Additionally, Cooperative Strategies shall coordinate the efforts of the other consultants to ensure an Agreement is entered into by the School District and the

Developers.

Task 18. **Attend Meetings and Conference Calls**

This task involves attending, coordinating and participating in all external meetings and conference calls associated with the mitigation, as identified.

Task 19. **Prepare Meeting Materials**

This task involves preparing detailed agendas and materials to help facilitate any meetings and/or conference calls.

Task 20. **Present Agreements to the School Board**

This task involves assisting staff of the School District present the Agreement to the Governing Board for approval. In addition to making a formal presentation to the Governing Board at such meeting, Cooperative Strategies will participate in closed sessions or workshops at which the Agreement is discussed.

Task 21. **Report to School Board**

This task involves providing necessary reports to the Governing Board on a consistent established basis.

Task 22. **Notify Local Jurisdiction**

This task involves notifying the local jurisdiction of the Agreement between the School District and Developers.

EXHIBIT B

FEE SCHEDULE

**SAN PASQUAL UNION SCHOOL DISTRICT
Developer mitigation consulting services**

Consulting services performed under this agreement by Cooperative Strategies, LLC for San Pasqual Union School District ("Client" or "School District") shall be billed on a time and materials basis up to a maximum amount of \$25,000 (plus expenses). Professional services shall be billed based on the following rate schedule:

President	\$250/Hour
Executive Director	\$210/Hour
Senior Director	\$200/Hour
Associate Director	\$125-\$150/Hour*
Associate	\$110/Hour
Research Analyst	\$85/Hour
*Depends on level of experience	

In addition to fees for services, the School District shall reimburse Cooperative Strategies for out of pocket expenses identified in Section 3.2 of the Agreement for Consulting Services. Such expenses shall be added to the installments listed above with a final invoice for expenses being provided at the time the School District accept the Analysis.

Payments are due upon presentation of invoice. Cooperative Strategies may stop work if payments are not made within 45 days of presentation of invoice.

Limitations

It is assumed that the School District or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work. If Cooperative Strategies must assume primary responsibility for any responsibilities of the School District, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work.

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**SAN PASQUAL UNION SCHOOL DISTRICT
COLLECTION ADVICE
FOR THE MONTH OF SEPTEMBER 2018**

INCOME:

Apple Tours \$30.00

Total \$30.00

REIMBURSEMENT:

Lunch \$11,962.70

Snacks \$235.00

Field Trip-Kind \$169.50

Field Trip-6th Grade \$295.00

Field Trip-6th Grade Camp \$325.00

Sports Program \$70.00

Retiree Benefits \$1,277.25

Artsonia-Red Barn Art \$429.26

Lost Library Book \$13.00

Salute to Teachers \$172.50

Preschool Registration Aug/Sept \$19,960.12

Preschool Registration \$300.00

Preschool Lunches \$137.75

Kids Club Tuition Aug/Sept \$23,586.45

Total \$58,933.53

GRAND TOTAL **\$58,963.53**

**SAN PASQUAL UNION SCHOOL DISTRICT
MONTHLY LIST OF REVOLVING CASH FUND PAYMENT
FOR SEPTEMBER 2018**

NO ACTIVITY FOR THE MONTH OF SEPTEMBER 2018

CERTIFICATION OF APPROVAL OF REVOLVING CASH FUND PAYMENTS

I hereby certify that the governing Board in its meeting October 9, 2018 approved the list of
Revolving Cash Fund Payments for the month of September 2018

Date

Mark Burroughs, District Superintendent

PURCHASE ORDER REPORT
SEPTEMBER 2018

PO Number	Date	Supplier	Description	Fund	Amount
000000931	9/6/2018	MI TECHNOLOGIES, INC	PROJECTOR BULBS	0100	161.63
000000932	9/6/2018	DELL MARKETING L.P.	COMPUTER EQUIPMENT	0100	3,131.01
000000933	9/11/2018	DELL MARKETING L.P.	LAPTOP BATTERY	0100	119.59
000000934	9/11/2018	DELL MARKETING L.P.	COMPUTER EQUIPMENT	0100	1,565.49
000000935	9/12/2018	TROXELL COMMUNICATIONS, INC.	DOC CAM	0100	461.30
000000936	9/12/2018	DICK BLICK ART MATERIALS	RED BARN ART SUPPLIES	0100	407.23
000000937	9/12/2018	NASCO MODESTO	RED BARN ART SUPPLIES	0100	94.77
000000938	9/12/2018	LAKESHORE LEARNING MATERIALS	HEADPHONES	0100	394.04
000000939	9/12/2018	DEMCO, INC	LIBRARY SUPPLIES	0100	96.60
000000940	9/17/2018	FAGEN & FRIEDMAN & FULFROST LLP	REGISTRATION FEES	0100	385.00
000000941	9/19/2018	TROXELL COMMUNICATIONS, INC.	DOC CAMS	0100	922.60
000000942	9/21/2018	TROXELL COMMUNICATIONS, INC.	PROJECTOR	0100	552.53
000000943	9/24/2018	PLANK ROAD PUBLISHING	VAPA SUPPLIES	0100	42.53
000000944	9/24/2018	JW PEPPER & SON, INC.	VAPA SUPPLIES	0100	196.04
000000945	9/24/2018	SAN DIEGO COUNTY OFFICE	LCAP WORKSHOP	0100	249.00
000000946	9/24/2018	GEARY PACIFIC SUPPLY	MAINTENANCE EQUIPMENT	0100	934.19
000000947	9/25/2018	ADAIR STRIPING, INC.	PAINTING/STRIPING SERVICE	1400	2,586.00
000000948	9/27/2018	RENAISSANCE LEARNING, INC.	SUBSCRIPTION RENEWAL	0100	4,582.50
000000949	9/27/2018	DICK BLICK ART MATERIALS	VAPA ELECTIVE SUPPLIES	0100	137.75

COMMERCIAL WARRANT REPORT
 SEPTEMBER 2018

Supplier ID	Supplier	Date	Amount	Description
000000273	SYSCO SAN DIEGO INC.	9/5/2018	4,105.04	CAFETERIA FOOD
000000279	JESSICA MATTHEWS	9/10/2018	1,044.69	PAYROLL (BANK ACCT CLOSED)
000000122	EXPRESS PIPE & SUPPLY CO, INC	9/11/2018	278.84	CUSTODIAL REPAIR
000000154	ROTO-ROOTER SERVICE & PLUMBING	9/11/2018	1,152.87	CAFETERIA REPAIR
000000165	NORTH COAST CONSORTIUM FOR SPECIAL ED	9/11/2018	120.00	REGISTRATION FEES
000000219	ANA MARTINEZ	9/11/2018	117.32	REIMB PRE-SCHOOL SUPPLIES
000000262	FAGEN & FRIEDMAN & FULFROST LLP	9/11/2018	4,463.00	ATTORNEY SERVICES
000000280	JODIE KAYLOR	9/11/2018	54.25	REIMB SPU SIGN
000000281	NORTH INLAND SELPA	9/11/2018	60.00	REGISTRATION FEES
B00050	B&B LOCK & SAFE	9/11/2018	12.66	MAINTENANCE SUPPLIES
L00150	LAWNMOWERS PLUS INC.	9/11/2018	100.82	CUSTODIAL REPAIR
S00130	SAN DIEGO COUNTY SUPERINTENDENT	9/11/2018	125.00	REGISTRATION FEES
W00271	WELLS FARGO	9/11/2018	1,303.74	SIFUENTES CREDIT CARD PAYMENT
000000007	CDW GOVERNMENT	9/12/2018	2,842.06	CHROMEBOOK CARTS
000000043	CPM EDUCATIONAL PROGRAM	9/12/2018	270.96	CORE CONNECTIONS/TOOL KIT
000000067	REPUBLIC SERVICES	9/12/2018	1,299.07	TRASH & RECYCLING SERVICE
000000094	READY LINE FLEET SERVICE INC	9/12/2018	947.47	BUS MAINTENANCE & REPAIR SERVICE
000000102	SOLIANT HEALTH, INC.	9/12/2018	1,392.50	SCHOOL PHYSICAL THERAPISTPART
000000162	ANA L HUI	9/12/2018	1,325.00	SPANISH TRANSLATIONS
000000167	SITEONE LANDSCAPE SUPPLY	9/12/2018	241.98	CUSTODIAL SUPPLIES
000000177	GOPHER PATROL	9/12/2018	300.00	GOPHER CONTROL
000000275	ALERT SERVICES, INC	9/12/2018	89.63	HEALTH OFFICE SUPPLIES
000000276	MOORE MEDICAL, LLC	9/12/2018	171.27	HEALTH OFFICE SUPPLIES
A00080	ABC SCHOOL EQUIPMENT INC.	9/12/2018	5,662.00	BATHROOM INSTALL/REPAIR
A00133	ACCURATE LABEL DESIGNS	9/12/2018	347.95	OFFICE SUPPLIES
A00475	AR VERTABRATE PEST CONTROL	9/12/2018	725.00	ANT/MOUSE CONTROL
B00120	BCM MECHANICAL SERVICE	9/12/2018	300.00	MAINTENANCE REPAIR
C00370	CHEVRON USA INC.	9/12/2018	164.38	VAN/TRUCK FUEL
C00544	COMM USA	9/12/2018	563.06	COMMUNICATION SUPPLIES
D00091	DATEL SYSTEMS INC.	9/12/2018	20,479.98	WIRELESS INFRASTRUCTURE UPDATE
H00500	HOLLANDIA DAIRY	9/12/2018	742.55	MILK, JUICE, DAIRY PRODUCTS
H00530	HOME DEPOT	9/12/2018	805.51	CUSTODIAL SUPPLIES
H00650	HOUGHTON MIFFLIN CO.	9/12/2018	2,472.06	CURRICULUM
K00010	K/P LLC	9/12/2018	67.14	REGISTRATION SUPPLIES
O00101	OFFICE DEPOT, INC.	9/12/2018	4,558.20	SUPPLIES/MATH COPIES
P00995	PZA GUY, INC.	9/12/2018	472.00	CAFETERIA FOOD - PIZZA
R00036	R&R CONTROLS	9/12/2018	911.70	CUSTODIAL REPAIR
R00460	ROCHESTER 100 INC.	9/12/2018	60.00	STUDENT FOLDERS
S00770	SIMPLEXGRINNELL/JOHNSON CONTROLS	9/12/2018	756.00	FIRE ALARM MONITORING
S00798	SMART & FINAL	9/12/2018	609.54	PRESCHOOL/KIDS CLUB SNACKS
W00200	WAXIE SANITARY SUPPLY	9/12/2018	31.79	CUSTODIAL SUPPLIES
W00272	WELLS FARGO	9/12/2018	732.91	HANSEN CREDIT CARD PAYMENT
W00275	WELLS FARGO	9/12/2018	3,073.44	BROWN CREDIT CARD PAYMENT
000000127	AURELIO AGUILAR	9/14/2018	240.00	CUSTODIAL SERVICES
C00260	CANON FINANCIAL SERVICES	9/14/2018	1,868.49	SERVICE/LEASE FEES
000000056	US GAMES/BSN SPORTS	9/19/2018	337.19	PLAYGROUND EQUIPMENT
000000262	FAGEN & FRIEDMAN & FULFROST LLP	9/19/2018	385.00	SPECIAL EDUCATION CONFERENCE FEE
000000272	STUDIES WEEKLY, INC.	9/19/2018	459.00	CURRICULUM
C00399	CHRISTY WHITE ACCOUNTANCY CORP	9/19/2018	4,185.00	AUDIT SERVICES
C00590	COUNTY OF SAN DIEGO	9/19/2018	625.00	HAZARDOUS WASTE PERMIT
D00098	DELL MARKETING L.P.	9/19/2018	3,131.01	LAPTOP COMPUTERS
G00070	GALASSO'S BAKERY	9/19/2018	149.14	BAKERY SERVICE
H00650	HOUGHTON MIFFLIN CO.	9/19/2018	707.44	CURRICULUM
O00101	OFFICE DEPOT, INC.	9/19/2018	747.61	SUPPLIES
P00490	PITNEY BOWES CREDIT CORP.	9/19/2018	215.15	POSTAGE EQUIPMENT RENTAL

COMMERCIAL WARRANT REPORT
 SEPTEMBER 2018

R00100	RADY CHILDREN'S HOSPITAL-	9/19/2018	411.13 SCHOOL NURSE CONSULTING
S00140	SAN DIEGO GAS & ELECTRIC	9/19/2018	15,455.19 GAS & ELECTRIC SERVICE
S01082	STATE OF CALIFORNIA	9/19/2018	162.00 FINGER PRINTING FEES
W00200	WAXIE SANITARY SUPPLY	9/19/2018	230.15 CUSTODIAL SUPPLIES
0000000070	MILLS COMMUNICATIONS	9/20/2018	275.00 PHONE SERVICE AGREEMENT
0000000141	NICOLE DEVINE	9/20/2018	162.19 MILEAGE REIMB. SPECIAL ED
M00325	MHS INC.	9/20/2018	231.12 SPECIAL ED MATERIALS
O00101	OFFICE DEPOT, INC.	9/20/2018	689.28 RED BARN ART SUPPLIES
W00200	WAXIE SANITARY SUPPLY	9/20/2018	341.48 CUSTODIAL SUPPLIES
S00130	SAN DIEGO COUNTY SUPERINTENDENT	9/24/2018	25.00 REGISTRATION FEES-HUPP
0000000014	DUGMORE AND DUNCAN OF CA INC	9/26/2018	935.37 MAINTENANCE SUPPLIES
0000000033	CURRIE WEBSTER	9/26/2018	42.02 REIMB SPORTS SUPPLIES
0000000094	READY LINE FLEET SERVICE INC	9/26/2018	284.95 BUS MAINTENANCE & REPAIR SERVICE
0000000102	SOLIANT HEALTH, INC.	9/26/2018	1,431.25 SCHOOL OCCUPATIONAL THERAPIST
0000000150	MI TECHNOLOGIES, INC	9/26/2018	161.63 PROJECTOR LAMPS
0000000160	GOLF CART GUY	9/26/2018	69.00 CUSTODIAL REPAIR
0000000177	GOPHER PATROL	9/26/2018	300.00 GOPHER CONTROL
0000000217	SAN DIEGO COUNTY OFFICE OF EDUCATION	9/26/2018	249.00 REGISTRATION FEES
0000000262	FAGEN & FRIEDMAN & FULFROST LLP	9/26/2018	3,111.50 ATTORNEY SERVICES
0000000281	NORTH INLAND SELPA	9/26/2018	85.00 REGISTRATION FEES
A00148	ADAIR STRIPING, INC.	9/26/2018	2,586.00 PAINTING/STRIPING SERVICE
A00600	AT&T	9/26/2018	1,360.34 TELEPHONE/LONG DISTANCE SERVICE
A00620	ATKINSON, ANDELSON, LOYA, RUUD	9/26/2018	195.00 ATTORNEY SERVICES
C00091	CA DEPARTMENT OF EDUCATION	9/26/2018	139.65 COMMODITY DELIVERY FEES
C00438	CITY OF ESCONDIDO	9/26/2018	1,450.19 WATER SERVICE
D00098	DELL MARKETING L.P.	9/26/2018	1,565.49 LAPTOP COMPUTER
D00100	DEMCO, INC	9/26/2018	84.18 LIBRARY SUPPLIES
H00110	HAL'S SPORT SHOP	9/26/2018	225.65 SPORTS/MAINTENANCE SUPPLIES
S00130	SAN DIEGO COUNTY SUPERINTENDENT	9/26/2018	75.00 REGISTRATION FEES
0000000094	READY LINE FLEET SERVICE INC	9/27/2018	300.58 BUS MAINTENANCE & REPAIR SERVICE
A00300	AMERICAN BATTERY SUPPLY	9/27/2018	1,376.54 CUSTODIAL SUPPLIES
L00125	LAKESHORE LEARNING MATERIALS	9/27/2018	394.04 HEADPHONES
S01161	SUNRISE PRODUCE	9/27/2018	806.34 CAFETERIA PRODUCE
S01169	SUPREME OIL COMPANY	9/27/2018	1,028.33 BUS FUEL
W00200	WAXIE SANITARY SUPPLY	9/27/2018	96.26 CUSTODIAL SUPPLIES
Z00100	ZANER-BLOSER	9/27/2018	178.48 CURRICULUM



Prepared For	SAN PASQUAL UNION SCHOOL MR MARK BURROUGHS
Account Number	
Statement Closing Date	08/26/18
Days in Billing Cycle	31
Next Statement Date	09/25/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$15,750
Available Credit	\$15,750

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	09/20/18

Account Summary

Previous Balance		\$133.24
Credits	-	\$0.00
Payments	-	\$133.24
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$0.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.500%	.03150%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.740%	.07052%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
08/11	08/11	7485620KG0A9A72GQ	Branch Payment - Check	133.24	

See reverse side for important information.



Prepared For	SAN PASQUAL UNION SCHOOL RAYMUNDO SIFUENTES
Account Number	
Statement Closing Date	08/26/18
Days in Billing Cycle	31
Next Statement Date	09/25/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$3,000
Available Credit	\$1,696

Payment Information

New Balance	\$1,303.74
Current Payment Due (Minimum Payment)	\$26.00
Current Payment Due Date	09/20/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$171.87
Credits	-	\$0.00
Payments	-	\$171.87
Purchases & Other Charges	+	\$1,303.74
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,303.74

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.990%	.03284%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.740%	.07052%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
08/03	08/03	2443106K82MHBY26M	GLASS DEPOT CHULA VISTA CA		175.00
08/07	08/07	2469216KQ2X9BP9W2	HARRISON POWER EQUIPME SAN MARCOS CA		621.28
08/11	08/11	7485620KG0A9A72GV	Branch Payment - Check	171.87	
08/14	08/14	2449215KJMHDQ5ZZ6	SQ *H2GO FRESH DRIN ESCONDIDO CA		7.50
08/19	08/19	2469216KP2XHGD105	Amazon.com Amzn.com/bill WA		225.23
08/20	08/20	2413829KTLKQ1DGDK	SEARS ROEBUCK 7711 800-469-4663 AL		68.83
08/21	08/21	2442733KS3FRBFAAR	AUTO PARK CAR WASH ESCONDIDO CA		170.00
08/23	08/23	2469216KW2XRK5AR7	ESCONDIDO WINSUPPLY CO ESCONDIDO CA		35.90

See reverse side for important information.

Prepared For	SAN PASQUAL UNION SCHOOL PAMELA HANSEN
Account Number	
Statement Closing Date	08/26/18
Days in Billing Cycle	31
Next Statement Date	09/25/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$1,000
Available Credit	\$267

Payment Information

New Balance	\$732.91
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	09/20/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Purchases & Other Charges	+	\$732.91
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$732.91

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.500%	.03150%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.740%	.07052%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
07/30	07/30	2423168K32DJL1XPB	PANERA BREAD #204285 760-480-2400 CA		94.71
08/08	08/08	2416407KD21364QNT	FEDEXOFFICE 00026997 ESCONDIDO CA		141.52
08/08	08/08	2449215KQLYDFTKNJ	CUSTMLANYARDLANYARDS 8329246777 TX		143.68
08/09	08/09	2441289KE0VYS0RWB	FILIPPI'S PIZZA GROTTO ESCONDIDO CA		92.00
08/18	08/18	2422443KP2ZXVXTPF	SURF BROTHERS TERI 760-580-0881 CA		180.76
08/20	08/20	2443106KTWQ1J3F7K	ALBERTSONS 4713 ESCONDIDO CA		80.24

See reverse side for important information.



Prepared For	SAN PASQUAL UNION SCHOOL RHONDA M BROWN
Account Number	
Statement Closing Date	08/26/18
Days in Billing Cycle	31
Next Statement Date	09/25/18

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Credit Line	\$15,750
Available Credit	\$12,676

Payment Information

New Balance	\$3,073.44
Current Payment Due (Minimum Payment)	\$61.00
Current Payment Due Date	09/20/18

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		\$682.24
Credits	-	\$249.00
Payments	-	\$682.24
Purchases & Other Charges	+	\$3,322.44
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$3,073.44

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.990%	.03284%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.740%	.07052%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
07/01	07/27	F592100KV000MI235	BANK ADJUSTMENT WEST DES MOIN IA		249.00
08/02	08/02	2469216K62XFV7D57	AMZN Mktp US Amzn.com/bill WA		59.21
08/04	08/04	2449215K8S1B6P6QV	PAYPAL *LECTURABOOK 402-935-7733 CA		628.93
08/06	08/06	2443106KA2DYTQP70	AMZN MKTP US AMZN.COM/BIL AMZN.COM/BILL WA		62.65
08/06	08/06	F592100KA000AX218	BANK ADJUSTMENT	249.00	
08/07	08/07	2449398KB0D17KBQ3	CAROLINA BIOLOGIC SUPPLY 336-586-6301 NC		224.01
08/08	08/08	2469216KQ2XLSW177	AMZN Mktp US Amzn.com/bill WA		32.99
08/08	08/08	2469216KQ2XQHRGA9	Amazon.com Amzn.com/bill WA		64.62

See reverse side for important information.



Transaction Details

<i>Trans</i>	<i>Post</i>	<i>Reference Number</i>	<i>Description</i>	<i>Credits</i>	<i>Charges</i>
08/11	08/11	7485620KG0A9A72G4	Branch Payment - Check	682.24	
08/18	08/18	2422443KP2ZXVXTP7	SURF BROTHERS TERI 760-580-0881 CA		1,082.03
08/24	08/24	2449215KWS12Y719R	SACRAMENTOC 916-228-2217 CA		600.00
08/24	08/24	2476062KXDXXDJR81	DEEPSPACESPARKLE.COM 805-4513610 CA		319.00

Wells Fargo News

Going forward your Payment Due Date will be the same calendar day each month. You may pay your account on or before the Payment Due Date at an open branch, but if the branch is closed on the due date, you must make that in-branch payment before the due date or it will be considered late. You may also make payments at any time, any day of the week, by telephone or by using online banking. Any payment received by 5pm will be credited as of that day. Thank you for choosing Wells Fargo for your business banking needs.

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