

San Pasqual Union School District

The Little School in the Valley

15305 Rockwood Road, Escondido, CA 92027-6700
Phone 760-745-4931 Fax 760-745-2473 E-Mail spusd@sanpasqualunion.net
Website: www.sanpasqualunion.com

BOARD OF EDUCATION REGULAR MEETING

Tuesday, November 10, 2015

CALL TO ORDER

Blaise Jackson, President _____
Scott Heidemann, Clerk _____
Angie Baker, Member _____

David Hersey, Member _____
Tim Spivey, Member _____
Shannon Hargrave, Supt /Secretary _____
Cece Bostrom, Recording Secretary _____

CLOSED SESSION (5:00 p.m. in Conference Room)

- A. Conference with Legal Counsel re: Potential Litigation – one case (§ 54956.9(d)(2)).

OPEN SESSION (5:30 p.m. in Trussell Hall)

- B. Welcome to guest and pledge of allegiance.
C. Report of action taken in closed session.

Action _____

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

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

- D. HEARING OF THE PUBLIC: Persons wishing to speak to an item on the agenda or another topic that lies within the Board's jurisdiction.
E. APPROVAL OF AGENDA AND MINUTES: Current agenda and minutes of the 10/13/15 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* _____

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

- F. PTA/FOUNDATION REPORT
G. CBO REPORT
H. SUPERINTENDENT REPORT

ACTION/DISCUSSION

- I. POLICY MANUAL: Approval of Administrative Regulation 6183.

Action _____

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

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

CONSENT AGENDA

- J. FINANCIAL REPORTS: Collection advice, revolving cash, purchase orders, donations, credit card expenditures, commercial warrants, Uniform Complaint Quarterly (Williams), and quarterly financial disclosure.
- K. AGREEMENTS WITH VEBA: Participation agreement for the purpose of providing health and welfare benefits.
- L. THREE YEAR AUDITOR CONTRACT: In accordance with EC 41020/84040 and legislation AB 2834, the Board hereby approves of independent auditor Christy White Associates of San Diego to conduct the annual audit of certain District funds for the fiscal year ending June 30, 2016, June 30, 2017 and 2018 fiscal years.
- M. SPECIAL SERVICES AGREEMENT: Approval for the District to retain and engage the law firm of Atkinson, Andelson, Loya, Ruud & Romo to perform legal services on the District's behalf.
- N. LETTER OF AGREEMENT: Agreement to guide and direct a working relationship between Walden University and San Pasqual Union in providing clinical practice experiences.
- O. ANNUAL ORGANIZATIONAL MEETING: Organizational meeting of the Governing Board will take place December 08, 2015 per EC§35143 and 72000(2).

Action _____

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

Baker _____ *Jackson* _____ *Heidemann* _____ *Hersey* _____ *Spivey* _____

BOARD COMMENTS AND DATES

- P. Board Conference:
 - CSBA: Thursday, Dec. 3 – Saturday Dec. 5, 2015 at the San Diego Convention Center
 - Registered: Hersey, Spivey, Hargrave, Bostrom
 - SSDA: Wednesday, March 9 – Friday, March 11, 2015 in Sacramento
 - Registered: All Trustees including superintendent

- Q. Comments by Trustees

ADJOURNMENT

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, October 13, 2015 at San Pasqual Union School

Call to Order

- Regular meeting called to order at 5:31pm. All members present. Member Hersey arrived at 5:55 p.m. Superintendent Hargrave and recording secretary, Cece Bostrom present.

Regular Session

- Public was welcomed and the flag salute was recited.
- Board did not go into closed session.
- Public Comments:
Scott Graves expressed his concerns with Concordia Safari Highlands proposal.
Michael Allen expressed his concerns with the Concordia Safari Highlands development impacting traffic and other safety issues.
- Member Heidemann moved to approve the amended agenda reflecting no closed session and minutes of 10/13/15. Member Baker seconded the motion. Motion passed 4/0/1.
Aye: Baker, Jackson, Heidemann, Spivey No: 0 Absent: Hersey

Reports:

- Samuel Blick, Attorney at Law for Concordia presented plan and map to Board. They are offering at this time to assist the school in preparation of the development for when and if it does go through.
- Director of Finance, Rhonda Brown handed out breakdown of budget and explained what the current budget is. She also gave further details on Resolution #R15-16-03 and updated the Board on the Auditors visit.

Superintendent Report

- Continue working on professional goals and evaluations with staff. We currently are doing K-5 rotation in order for teachers to have PLC meetings as a grade level.
- Students rotating into FIT groups with reading, math and EL.
- Currently we have programs being evaluated through the county with a program analyst.
- Employees have been offered new insurance with a max out of pocket of 40 cents.
- EL parents attending DELAC Mano a Mano workshops on Mondays with an increase in parent attendance.
- School has purchased new technology and placed them in classrooms for student use.
- School happenings presented by Mr. Burroughs:
It has been busy around here. A few of the events that are happening or have happened are: the Apex Fun Run, Golftoberfest this Friday, PTA Mixed Bag fundraiser, Butter Braid bread fundraiser, Back to School Night, Huck Finn day, Walk or Wheel day sponsored by PTA, Harvest Day and first middle school dance of the school year. Field trips include: 8th grade to the High-Tech Fair in Del Mar, first grade to LEGOLAND, kindergarten and preschool to the

pumpkin patch, third grade to Grape Day Park and cross country team competing in a couple weeks at Jesmond Dene.

Action/Discussion

- Member Heidemann moved to approve policy manual changes as recommended by CSBA and Superintendent. Member Heidemann second the motion. Motion passed 5/0.
Aye: Baker, Jackson, Heidemann, Spivey, Hersey
- Member Hersey moved to approve consent agenda. Member Baker seconded the motion. Motion passed 5/0

Aye: Baker, Jackson, Heidemann, Spivey, Hersey

Comments by Trustees:

- **Member Hersey:** Apologized for being late. Excellent job of fundraising. Cross country team is going to do well
- **Member Baker:** Thrilled people are here caring for what is important to their children and great to see the community involvement.
- **Member Heidemann:** Asked for clarification to make decision on letters regarding SDG&E resolution.
- **Member Spivey:** Ditto, climate of the room was pretty healthy and hope it stays this way.
- **Member Jackson:** Echoed everyone's comments, very gratifying when people attend. Every family and child has the right to have a safe place and safe method of travel to and from school. Thanked Rhonda, Shannon, Mark and Cece for everything.

Meeting moved to adjourn at 6:30pm.

Shannon Hargrave, Secretary
SH:cb

CSBA Sample

Administrative Regulation

Home And Hospital Instruction

AR 6183
Instruction



Note: Pursuant to Education Code 48206.5, any district which, prior to January 1, 1986, maintained a program to provide individual instruction to students who have a temporary disability may continue to operate the program as it existed prior to that time.

A student with a temporary disability which makes school attendance impossible or inadvisable shall receive individual instruction in the student's home or in a hospital or other residential health facility, excluding state hospitals. This instruction applies to students incurring a physical, mental or emotional disability after which they can reasonably be expected to return to regular day classes or an alternative education program without special intervention. It does not apply to students identified as individuals with exceptional needs pursuant to Education Code 56026. (Education Code 48206.3)

(cf. 6158 - Independent Study)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

Note: Pursuant to Education Code 48200, persons aged 6-18 years are required to attend "full time day school" for the full time designated as the length of the school day by the Governing Board. Education Code 48206.3 provides that each hour of home or hospital instruction will count as one day of attendance; therefore, home/hospital students aged 6-18 must receive at least one hour of instruction for every day of instruction offered by the district in the regular education program (usually five days a week). Districts may provide more than five hours of instruction per week but, for apportionment purposes, cannot claim more days of attendance for such students than its calendar provides.

The district shall offer at least one hour of instruction for every day of instruction offered by the district in the regular education program. No student shall be credited with more than five days of attendance per calendar week or credited with more than the total number of calendar days that regular classes are offered by the district in any fiscal year. (Education Code 48200, 48206.3)

***Note: The following two paragraphs are optional and may be revised to reflect district

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians that: (Education Code 48208, 48980)

1. Individual instruction is available for temporarily disabled students as prescribed by Education Code 48206.3.
2. If a student becomes temporarily disabled, it is the parent/ guardian's responsibility to notify the receiving district of the student's presence in a qualifying hospital.

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

44865 Qualifications for home teachers

45031 Home teachers

48200 Minimum school day

48206.3 Pupils with temporary disabilities; individual instruction; definitions; computing average daily attendance

48206.5 Continuation of individual instruction programs for students with temp. disabilities

48207 Pupils with temporary disabilities in hospitals out- side of school district; compliance with residency requirements

48208 Presence of pupils with temporary disabilities in qualifying hospitals; notice by parents or guardians; commencement of individualized instruction

48980 Required notification of rights and availability of nutrition and individualized instruction programs

51800-51802 Employment of home teachers

CODE OF REGULATIONS, TITLE 5

421 Method of verification

423 Prolonged illness

(3/87 6/89) 10/98

**SAN PASQUAL UNION SCHOOL DISTRICT
COLLECTION ADVICE
FOR THE MONTH OF OCTOBER 2015**

INCOME:

Red Barn Art	\$120.00
Huck Finn Days-Athletic Fund	<u>\$1,228.00</u>
Total	\$1,348.00

REIMBURSEMENT:

Lunch	\$8,486.94
Snacks	\$283.50
School Nutrition-Federal/Aug. '15	\$2,552.39
School Nutrition-State/Aug. '15	\$193.25
Preschool Lunches	\$48.00
Field Trip-Kind.	\$600.00
Field Trip-1st Grade	\$2,163.00
Field Trip-3rd Grade	\$110.00
Field Trip-6th Grade	\$35.00
Fiedl Trip-High Tech Fair	\$495.50
Teacher of the Year/Staff Reimb.	\$202.60
Library/Damaged Book	\$15.90
PE Uniforms	\$20.00
Health Premiums-Bostrom	\$1,041.79
Personal Phone Usage	\$165.51
Preschool Tuition	\$11,497.00
Preschool Registration	\$75.00
Preschool Field Trip	\$412.00
Kids Club Tuition	\$13,834.00
Kids Club Registration	<u>\$100.00</u>
Total	\$42,331.38
GRAND TOTAL	<u>\$43,679.38</u>

**SAN PASQUAL UNION SCHOOL DISTRICT
MONTHLY LIST OF REVOLVING CASH FUND PAYMENT
FOR OCTOBER 2015**

<u>CHECK #</u>	<u>DATE</u>	<u>PAYEE/ACCOUNT#</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
944	10/09/15	Aurelio Aguilar 0100 0000000 0000 8110 5800058 000	Landscaping Service	120.00
945	10/19/15	Lou Tamagni 0100 9010000 1110 1000 4300053 000 0100 9010000 1110 1000 4300055 000	Harvest Night DJ \$175.00 \$175.00	350.00
946	10/30/15	Mano-O-Mano 0100 3010000 1110 1000 5200000 000	Professional Development Speaker	200.00

General Fund

0100 0000000 0000 8110 5800058 000	120.00
0100 3010000 1110 1000 5200000 000	200.00
0100 9010000 1110 1000 4300053 000	175.00
0100 9010000 1110 1000 4300055 000	175.00

TOTAL REVOLVING CASH PAYMENT \$670.00

CERTIFICATION OF APPROVAL OF REVOLVING CASH FUND PAYMENTS

I hereby certify that the Governing Board in its meeting November 10, 2015 aproved the list of
Revolving Cash Fund Payments for the month of October 2015.

Date

Shannon Hargrave, District Superintendent

Purchase Order Report
October 2015

PO Number	Date	Supplier	Description	Fund	Amount
0000000356	10/5/2015	DISCOUNT SCHOOL SUPPLY	KIDS CLUB ART SUPPLIES	6300	184.81
0000000357	10/5/2015	WESCO	MAINTENANCE SUPPLIES	0100	390.10
0000000358	10/5/2015	ADAIR STRIPING, INC.	PLAYGROUND NUMBERS	0100	785.00
0000000359	10/5/2015	SCHOLASTIC INC.	LIBRARY BOOKS	0100	429.60
0000000360	10/5/2015	SAN DIEGO COUNTY SUPERINTENDENT	REGISTRATION FEES	0100	65.00
0000000361	10/5/2015	COMM USA	OFFICE COMMUNICATION	0100	1,054.35
0000000362	10/6/2015	AUDIOMETRICS	CALIBRATIONM OF AUDIOMETER	0100	135.00
0000000363	10/6/2015	BLACKBOARD INC.	WEB HOSTING SERVICE	0100	2,435.00
0000000364	10/8/2015	DELL MARKETING L.P.	LAPTOPS	0100	7,222.69
0000000365	10/16/2015	CASBO	CASBO SYMPOSIUM	0100	875.00
0000000366	10/19/2015	DIGITAL NETWORK GROUP, INC.	SOUND EQUIPMENT	0100	10,867.32
0000000367	10/19/2015	PORTABLE STORAGE CORP	MAINTENANCE CONTAINER	0100	3,640.00
0000000368	10/19/2015	CDW GOVERNMENT	CHROMEBOOK	0100	317.88
0000000369	10/19/2015	US GAMES/BSN SPORTS	PLAYGROUND EQUIPMENT	0100	176.90
0000000370	10/20/2015	SUPREME SCHOOL SUPPLY COMPANY	ATTENDANCE SUPPLIES	0100	168.97
0000000372	10/21/2015	GST	PROJECTION SCREEN	0100	124.02
0000000373	10/22/2015	RIVERSIDE PUBLISHING CO.	RESOURCE FORMS	0100	72.76
0000000374	10/26/2015	DEMCO, INC	LIBRARY SUPPLIES	0100	71.38
0000000375	10/28/2015	DEVINE, NICOLE	PARENT TRANSPORATION-SP ED	0100	3,957.15
0000000376	10/29/2015	JOLLY TECHNOLOGIES INC.	SAFETY SUPPLIES	0100	129.80

COMMERCIAL WARRANT REPORT OCTOBER 2015

Supplier ID	Supplier	Date	Amount	Description
A00001	A&R FOODS DISTRIBUTORS	10/5/2015	390.90	CAFETERIA FOOD
B00120	BCM MECHANICAL SERVICE	10/5/2015	1,088.16	MAINTENANCE REPAIR
G00070	GALASSO'S BAKERY	10/5/2015	70.11	BAKERY SERVICE
G00383	GREGG PROVENCAL SERVICE	10/5/2015	270.60	CAFETERIA REPAIR
P00995	PZA GUY, INC.	10/5/2015	912.00	CAFETERIA FOOD - PIZZA
S00130	SAN DIEGO COUNTY SUPERINTENDENT	10/5/2015	100.00	REGISTRATION FEES
S01161	SUNRISE PRODUCE	10/5/2015	673.25	CAFETERIA PRODUCE
U00401	US FOODS	10/5/2015	6,805.20	CAFETERIA FOOD
0000000005	GINNY PRIEST	10/8/2015	109.83	REIMB SCIENCE SUPPLIES
0000000034	PAMELA HANSEN	10/8/2015	345.68	HUCK FINN REIMB
0000000052	IMPERIAL SPRINKLER SUPPLY	10/8/2015	65.27	CUSTODIAL SUPPLIES
0000000067	REPUBLIC SERVICES	10/8/2015	485.94	TRASH & RECYCLING SERVICE
0000000118	FRONTLINE TECHNOLOGIES GROUP, LLC	10/8/2015	510.00	ABSENT MGMT
0000000122	EXPRESS PIPE & SUPPLY CO, INC	10/8/2015	414.37	CUSTODIAL SUPPLIES
0000000123	DOOR SERVICE & REPAIR INC.	10/8/2015	1,468.00	MAINTENANCE REPAIR
0000000132	KIMBERLEY CARRASCO	10/8/2015	121.77	REIMB FOR HUCK FINN
A00420	APPLE INC.	10/8/2015	9,142.58	COMPUTERS/TECHNOLOGY
B00120	BCM MECHANICAL SERVICE	10/8/2015	238.00	MAINTENANCE REPAIR
B00185	BLACKBOARD INC.	10/8/2015	4,386.20	SCHOOLWIRES CONNECT SERVICE
C00091	CA DEPARTMENT OF EDUCATION	10/8/2015	62.40	COMMODITY DELIVERY FEES
C00370	CHEVRON USA INC.	10/8/2015	201.05	SPECIAL ED/TRUCK FUEL
C00590	COUNTY OF SAN DIEGO	10/8/2015	502.00	HAZARD MATERIAL DISPOSAL
D00120	DIAMOND ENVIRONMENTAL SERVICES	10/8/2015	992.96	GREASE INTERSEPT& MONTHLY SERVICE
E00168	EDUPOINT EDUCATIONAL SYSTEMS	10/8/2015	750.00	REGISTRATION FEES FORCECE BO
G00245	GOLDEN STATE TIRE	10/8/2015	137.03	TIRE REPAIR SERVICE
H00110	HAL'S SPORT SHOP	10/8/2015	177.92	SPORTS SUPPLIES
K00140	KEY DATA SYSTEMS	10/8/2015	500.00	DATA REPORT RETAINER
L00585	LOZANO SMITH, LLP	10/8/2015	1,205.74	ATTORNEY SERVICES
N00800	NVLS PROFESSIONAL SERVICE, LLC	10/8/2015	875.00	E-RATE CONSULTANT
O00101	OFFICE DEPOT, INC.	10/8/2015	355.94	SUPPLIES
P00213	PARKHOUSE TIRE, INC	10/8/2015	868.82	BUS TIRES
S00950	SPEECH SERVICES, INC	10/8/2015	4,111.25	SPEECH CONSULTANT
Z00200	ZOOLOGICAL SOCIETY SAN DIEGO	10/8/2015	300.59	BACK TO SCHOOL MEETING
H00500	HOLLANDIA DAIRY	10/9/2015	1,862.57	MILK, JUICE, DAIRY PRODUCTS
W00270	WELLS FARGO BD OPERATIONS	10/9/2015	2,521.69	HARGRAVE CREDIT CARD PAYMENT
W00271	WELLS FARGO BD OPERATIONS	10/9/2015	237.91	SIFUENTES CREDIT CARD PAYMENT
W00272	WELLS FARGO	10/9/2015	293.05	CREDIT CARD PAYMENT BOSTROM
W00275	WELLS FARGO	10/9/2015	10,106.92	CREDIT CARD PAYMENT BROWN
0000000071	CALVIN CHRISTIAN	10/12/2015	85.00	CROSS COUNTRY MEET FEE
0000000127	AURELIO AGUILAR	10/13/2015	120.00	LANDSCAPE CLEANUP
0000000133	PINERY CHRISTMAS TREES	10/19/2015	300.00	PRE-SCHOOL FIELD TRIP
B00119	BATES NUT FARM	10/19/2015	535.00	FIELD TRIP
C00282	CASBO	10/19/2015	25.00	MEMBERSHIP DUES
0000000086	S D COUNTY OFFICE OF EDUCATION	10/23/2015	1,972.54	RETIREE BENEFITS
0000000095	ERRIN ARNOLD	10/23/2015	335.04	REIMB HARVEST NIGHT
0000000137	JULIE CARROLL	10/23/2015	306.31	REMB MEDIA CONFERENCE/SUPPLIES
O00285	HEATHER OSHINSKI	10/23/2015	40.59	REIMB SUPPLIES
P00491	PITNEY BOWES/PURCHASE POWER	10/23/2015	200.00	POSTAGE
C00260	CANON SOLUTIONS AMERICA, INC.	10/26/2015	2,031.91	LEASE PAYMENT/SERVICE COPIER
C00438	CITY OF ESCONDIDO	10/26/2015	1,050.94	WATER PAYMENT
H00530	HOME DEPOT	10/26/2015	348.63	CUSTODIAL SUPPLIES

COMMERCIAL WARRANT REPORT OCTOBER 2015

M00382	MITEL LEASING	10/26/2015	481.69	PHONE LEASE PAYMENT
S00140	SAN DIEGO GAS & ELECTRIC	10/26/2015	21,032.28	GAS & ELECTRIC SERVICE
V00060	VERIZON WIRELESS	10/26/2015	72.40	PHONE SERVICE
0000000092	SHAINA MILLER	10/27/2015	549.37	REIMB FOR HARVEST DAY
0000000122	EXPRESS PIPE & SUPPLY CO, INC	10/27/2015	24.67	CUSTODIAL SUPPLIES
0000000131	SAFETY VISION LLC	10/27/2015	840.39	SP ED VAN CAMERA
0000000134	UPLAND SOUND SHOP	10/27/2015	225.00	SP ED VAN CAMERA INSTALL
0000000138	TRACY LAVINE	10/27/2015	195.58	REIMB MILEAGE
0000000139	ELIZABETH LAVINE	10/27/2015	41.40	REIMB MILEAGE ARTS EMPOWER
0000000140	REBECCA PFAFF	10/27/2015	162.92	REIMB HARVEST NIGHT
A00148	ADAIR STRIPING, INC.	10/27/2015	785.00	LABOR, MATERIALS, & EQUIPMENT
A00420	APPLE INC.	10/27/2015	845.10	TECHNOLOGY
A00475	AR VERTABRATE PEST CONTROL	10/27/2015	1,025.00	PEST CONTROL
A00540	ASSOCIATION OF CALIFORNIA	10/27/2015	375.00	REGISTRATION FOR MARK BURROUGH
A00601	AT&T	10/27/2015	109.53	TELEPHONE SERVICE - OPTIMAN
B00120	BCM MECHANICAL SERVICE	10/27/2015	260.31	MAINTENANCE REPAIR
C00091	CA DEPARTMENT OF EDUCATION	10/27/2015	140.40	COMMODITY DELIVERY FEE
C00282	CASBO	10/27/2015	875.00	CASBO CBO SYMPOSIUM
C00544	COMM USA	10/27/2015	1,054.35	OFFICE COMMUNICATION
D00098	DELL MARKETING L.P.	10/27/2015	7,222.68	TECHNOLOGY
D00158	DISCOUNT SCHOOL SUPPLY	10/27/2015	214.75	KIDS CLUB SUPPLIES
E00142	EDUCATIONAL DATA SYSTEMS	10/27/2015	248.44	CELDT PRE-ID SET-UP FEE
G00200	GLASER & BAILEY AWARDS, INC	10/27/2015	30.00	AWARDS
G00290	GRAINGER	10/27/2015	9.96	CUSTODIAL SUPPLIES
K00080	MARCIA KELLY	10/27/2015	20.56	REIMB POSTAGE
M00504	MUSIC K-8	10/27/2015	70.35	VAPA SUPPLIES
N00050	NASCO MODESTO	10/27/2015	542.90	RED BARN ART SUPPLIES
O00101	OFFICE DEPOT, INC.	10/27/2015	1,175.79	SUPPLIES
P00326	PELLETS, INC.	10/27/2015	203.50	LARGE BARN OWL PELLETS
R00100	RADY CHILDREN'S HOSPITAL-	10/27/2015	1,050.79	SCHOOL NURSE CONSULTING/SUPERV
R00300	REVOLVING CASH FUND	10/27/2015	240.00	REIMB REVOLVING CASH
R00398	RIVER FIRE & SECURITY	10/27/2015	448.00	ALARM SYSTEM REPAIR
S00130	SAN DIEGO COUNTY SUPERINTENDENT	10/27/2015	1,189.40	PRINTING/COPIES
S00502	SCHOLASTIC INC.	10/27/2015	431.79	LIBRARY BOOKS
S00672	SEHI COMPUTER PRODUCTS, INC.	10/27/2015	84.65	PRINTER SUPPLIES
S00798	SMART & FINAL	10/27/2015	352.39	PRESCHOOL & DELAC SNACKS
S01080	STATE BOARD OF EQUALIZATION	10/27/2015	5.94	BUS FUEL TAX
S01082	STATE OF CALIFORNIA	10/27/2015	32.00	FINGER PRINTING FEES
U00280	UNITED PARCEL SERVICE	10/27/2015	15.21	POSTAGE FEES
V00150	VIRCO	10/27/2015	167.94	CLASSROOM CHARIS
V00218	VISTA HILL-COMMUNITY SERVICE	10/27/2015	5,013.00	COUNSELING SERVICE
W00200	WAXIE SANITARY SUPPLY	10/27/2015	1,155.42	CUSTODIAL SUPPLIES
0000000102	SOLIAANT HEALTH, INC.	10/28/2015	3,382.50	SCHOOL OCCUPATIONAL THERAPIST
I00502	INTRADATA, INC.	10/28/2015	199.00	QUIZZ LIST SUBSCRIPTION
0000000141	NICOLE DEVINE	10/29/2015	320.85	SPECIAL ED MILEAGE REIMB.



Prepared For	SAN PASQUAL UNION SCHOOL SHANNON L HARGRAVE
Account Number	
Statement Closing Date	09/23/15
Days in Billing Cycle	29
Next Statement Date	10/23/15

Credit Line	\$15,750
Available Credit	\$13,228

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

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Payment Information

New Balance	\$2,521.69
Current Payment Due	\$50.00
Current Payment Due Date	10/14/15

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		\$1,748.64
Credits	-	\$265.18
Payments	-	\$1,748.64
Purchases & Other Charges	+	\$2,786.87
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$2,521.69

☒ APPROVED

Phonda Brown

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	9.750%	.02671%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

Effective immediately, the address you've been sending your payment to has changed.
Please send all future payments to:

Payment Remittance Center
PO Box 6426
Carol Stream, IL 60197-6426

In order to ensure on time payments, you must use this address for all future payments.

See reverse side for important information.



Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
08/25	08/26	24512397EE7Z70ALD	RAYMOND ALLYN BUSINESS SAN MARCOS CA		2,489.94
08/27	08/27	24692167F00SW01SR	Amazon.com AMZN.COM/BILL WA		63.71
08/28	08/28	24692167G00FV31M0	Amazon.com AMZN.COM/BILL WA		233.22
09/03	09/03	74692167N007DLJ8X	OFFICEFURNITURE.COM 800-933-0053 WI	100.00	
09/09	09/09	74692167W005XRABJ	OFFICEFURNITURE.COM 800-933-0053 WI	165.18	
09/15	09/15	7485620830A93NQHY	Branch Payment - Check	1,748.64	

Wells Fargo News

Here's why the chip card is right for your business. With a chip-enabled Wells Fargo business credit card you get:

Enhanced Security - the encrypted microchip significantly reduces the risk of counterfeit card fraud.

Increased Acceptance - you can use the card everywhere you use your current card, including chip-enabled payment terminals around the world.

Continued ease of use - the card can still be used at merchants with magnetic stripe terminals as well.

To request a chip card for your business today, please call us at 1-800-225-5935, 24 hours a day, 7 days a week.

Prepared For	SAN PASQUAL UNION SCHOOL RAYMUNDO SIFUENTES
Account Number	
Statement Closing Date	09/23/15
Days in Billing Cycle	29
Next Statement Date	10/23/15

Credit Line	\$3,000
Available Credit	\$2,140

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

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Payment Information

New Balance	\$237.91
Current Payment Due	\$25.00
Current Payment Due Date	10/14/15

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	+	\$237.91
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$237.91

☒ APPROVED

Andrea Brown

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	10.240%	.02805%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

Effective immediately, the address you've been sending your payment to has changed.
Please send all future payments to:

Payment Remittance Center

PO Box 6426

Carol Stream, IL 60197-6426

In order to ensure on time payments, you must use this address for all future payments.

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>
09/02	09/02	24767897N4Y7EMKBK	AC AUTOMOTIVE ESCONDIDO CA		150.00
09/15	09/15	2422443832ZY2SQEB	HAWTHORNE COUNTRY ESCONDIDO CA		74.47
09/22	09/22	2476501892E01KRJH	DUGMORE & DUNCAN 7819272137 MA		13.44

Wells Fargo News

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Increased Acceptance - you can use the card everywhere you use your current card, including chip-enabled payment terminals around the world.

Continued ease of use - the card can still be used at merchants with magnetic stripe terminals as well.

To request a chip card for your business today, please call us at 1-800-225-5935, 24 hours a day, 7 days a week.

Prepared For	SAN PASQUAL UNION SCHOOL CECILIA Q BOSTROM
Account Number	
Statement Closing Date	09/23/15
Days in Billing Cycle	29
Next Statement Date	10/23/15

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

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Credit Line	\$1,000
Available Credit	\$706

Payment Information

New Balance	\$293.05
Current Payment Due	\$25.00
Current Payment Due Date	10/14/15

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		\$1,018.01
Credits	-	\$0.00
Payments	-	\$1,018.01
Purchases & Other Charges	+	\$293.05
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$293.05

☒ APPROVED

Shonda Brown

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	10.240%	.02805%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

Effective immediately, the address you've been sending your payment to has changed.
Please send all future payments to:

Payment Remittance Center

PO Box 6426

Carol Stream, IL 60197-6426

In order to ensure on time payments, you must use this address for all future payments.

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>
08/28	08/28	24801977G0RAPBMNF	STARBUCKS EGIFTCARD 877-850-1977 ME		20.00
08/30	08/30	24445747K2XH0EGJM	OFFICE DEPOT #2304 ESCONDIDO CA		30.23
09/11	09/11	24801977Y0RNA21RF	STARBUCKS EGIFTCARD 877-850-1977 ME		10.00
09/15	09/15	2444574832XH64GPH	OFFICE DEPOT #2304 ESCONDIDO CA		30.22
09/15	09/15	246921682006MQ662	TM *TICKETMASTER TICKT 619-220-8497 CA		181.10
09/15	09/15	7485620830A93LXMP	Branch Payment - Check	1,018.01	
09/16	09/16	24692168300M1RJH8	TM *TICKETMASTER TICKT 619-220-8497 CA		21.50

Wells Fargo News

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Enhanced Security - the encrypted microchip significantly reduces the risk of counterfeit card fraud.

Increased Acceptance - you can use the card everywhere you use your current card, including chip-enabled payment terminals around the world.

Continued ease of use - the card can still be used at merchants with magnetic stripe terminals as well.

To request a chip card for your business today, please call us at 1-800-225-5935, 24 hours a day, 7 days a week.

Prepared For	SAN PASQUAL UNION SCHOOL RHONDA M BROWN
Account Number	
Statement Closing Date	09/23/15
Days in Billing Cycle	29
Next Statement Date	10/23/15

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

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Credit Line	\$15,750
Available Credit	\$5,643

Payment Information

New Balance	\$10,106.92
Current Payment Due	\$202.00
Current Payment Due Date	10/14/15

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	-	\$221.30
Payments	-	\$6,723.60
Purchases & Other Charges	+	\$17,051.82
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$10,106.92

☒ APPROVED

Rhonda Brown

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	10.240%	.02805%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

AN OVERLIMIT FEE WAS ASSESSED WHEN YOUR ACCOUNT BALANCE
EXCEEDED THE ESTABLISHED CREDIT LIMIT ON 09/11/15.

See reverse side for important information.

WELLS
FARGO

Important Information

Effective immediately, the address you've been sending your payment to has changed.

Please send all future payments to:

Payment Remittance Center

PO Box 6426

Carol Stream, IL 60197-6426

In order to ensure on time payments, you must use this address for all future payments.

Transaction Details

W
F
N
U

& Item was transferred from lost/stolen account

Trans	Post	Reference Number	Description	Credits	Charges
08/26	08/26	&F5921007G000IXFRL	Amazon.com AMZN.COM/BILL WA		69.66
08/26	08/26	&F5921007G000IXFRL	Amazon.com AMZN.COM/BILL WA		221.30
08/26	08/26	&F5921007G000IXFRL	WALMART.COM 800-966-6546 AR		1,534.31
08/26	08/26	&F5921007G000IXFRL	OVR*O.CO/OVERSTOCK.COM 800-8432446 UT		291.84
08/27	08/27	0000000000ATNEWA	BALANCE TRANSFER 4856 2003 0036 4554		6,723.60
09/02	09/02	24692167M00TYS76F	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		507.92
09/03	09/03	24071057PWPQ80H64	ALL SPORTS UNIFORMS 877-8953537 GA		529.80
09/03	09/03	&F5921007T000IXFRL	Amazon.com AMZN.COM/BILL WA	221.30	
09/04	09/04	24071057TWPAG5KYA	ALL SPORTS UNIFORMS 877-8953537 GA		779.70
09/05	09/05	24431067R2DAHWWG0K	TARGET.COM * 800-591-3869 MN		103.99
09/05	09/05	24692167R0052J1HX	Amazon.com AMZN.COM/BILL WA		38.70
09/05	09/05	24692167R006LN7VV	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		921.58
09/06	09/06	24431067T2E02M6PR	AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA		46.95
09/08	09/08	24258027VLD3TLZHD	BANGOR CORK 610-759-0320 PA		34.01
09/08	09/08	24492157VJH88Q280	BZCONF AEMEGA15 BUSYCONF.COM VA		325.00
09/08	09/08	24692167V00RWFJXB	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		23.56
09/09	09/09	24761977X610MRMGB	SCRIPPS SPELLING BEE 513-977-3822 OH		136.00
09/10	09/10	24692167X00XJ6XE5	WWW.NEWEGG.COM 800-390-1119 CA		3,968.30
09/11	09/11	24231687Z8B4TLKFZ	IAT INTERACTIVE 914-273-2233 NY		173.75
09/11	09/11	24692167Y00EJ6BPR	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		62.30
09/11	09/11	24692167Y000JEFZN	VERNIER SOFTWARE & TEC 503-277-2299 OR		62.84
09/15	09/15	7485620830A93M471	Branch Payment - Check	6,723.60	
09/18	09/18	2443105865SEJ31JB	MONOPRICE INC 909-989-6887 CA		82.71
09/21	09/21	2449398895SYKH7KW	CALIFORNIANS DEDICATED T 925-570-1181 CA		375.00
09/23	09/23	OVERLIMIT FEE	Will reverse out per wells 10/6/15		39.00

Wells Fargo News

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Continued ease of use - the card can still be used at merchants with magnetic stripe terminals as well.

To request a chip card for your business today, please call us at 1-800-225-5935, 24 hours a day, 7 days a week.

SAN PASQUAL UNION SCHOOL DISTRICT
Williams Settlement Legislation
Quarterly Report Summary

Quarterly Uniform Complaint Report Summary

District Name: San Pasqual Union School District

Quarter covered by this report: July – Sept 2015

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Totals	0	0	0

Shannon Hargrave, Superintendent

Quarterly Report of Chief Financial Officer Regarding Disclosure of District Investments ENDING SEPTEMBER 2015

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ending, the funds of the San Pasqual Union School District were invested as provided below and shown in detail on the attached exhibits. This portfolio complies with the current statement of investment policy.

Exhibit A

Local Agency Investment Fund (LAIF)	\$0.00
FDIC-Insured Accounts in Banks and Savings and Loan Assoc.	\$0.00
San Diego County Treasury Investment Pool	
General Fund	\$798,499.19
Revolving Cash.....	\$1,000.00
Cafeteria Fund	\$26,557.95
Deferred Maintenance	\$178,784.74
Special Reserve Other than Cap Outlay	\$218,546.55
Capital Facilities	\$235,632.28
Special Reserve Capital Outlay Project.....	\$250,131.66
Other Enterprise Fund (Preschool/Kids Club)....	\$152,800.52
 Total.....	 \$1,861,952.89

Exhibit B

Securities, Investments and Funds \$25,000 or greater (Other than those shown in Exhibit A)	\$0.00
--	--------

TOTAL\$1,861,952.89

I, Shannon Hargrave, Superintendent of the San Pasqual Union School District, hereby certify that the information contained in this report is accurate and correct to the best of my knowledge.

Shannon Hargrave, Superintendent

Date

**CALIFORNIA SCHOOLS
VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION
(VEBA)**

**PARTICIPATION AGREEMENT
(NON-COLLECTIVE BARGAINING UNIT)**

This **PARTICIPATION AGREEMENT** ("Agreement"), is entered into by and between the **CALIFORNIA SCHOOLS VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION** ("VEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501(c)(9), and the **SAN PASQUAL UNION SCHOOL DISTRICT** of San Diego County, California ("District").

RECITALS

- A. **WHEREAS**, the San Diego County Office of Education and several public school employee unions have established VEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of California School Districts and their dependents; and
- B. **WHEREAS**, the District wishes to participate in VEBA for the provision of health and welfare benefits for its employees,

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The term of this Agreement shall begin January 1, 2016, and shall continue in effect until terminated pursuant to Section 8 of this Agreement.
- 2. **Incorporation of Agreement Establishing the VEBA and VEBA Administrative Policies and Procedures.** The parties agree to be bound by the terms contained in the documents entitled "Restated Agreement and Declaration of Trust Establishing the Southern California Schools Voluntary Employees Benefits Association" ("VEBA Establishment Agreement"), and VEBA Administrative Policies and Procedures, incorporated herein by this reference.
- 3. **Plan Changes.** VEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of VEBA are not adequate in the judgment of the Directors of VEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District is provided at least forty-five (45) days advance written notice of such changes.

4. **Selection of Benefit Plans and Election Forms.**

- a. A VEBA-approved benefits plan shall be selected by the District and a Benefit Plan Election Form ("Election Form"), attached as **Exhibit A** and incorporated into this Agreement as if fully set forth here. Coverage shall not commence until the completed Election Form is submitted to VEBA.
- b. The choices specified in the Election Form may be changed by delivering to VEBA an executed, amended Election Form. All changes will become effective the first day of the second calendar month following receipt by VEBA, unless VEBA is able to implement any changes earlier or unless the first day of a later month is specified in the amended Election Form.
- c. If the District employees are required to pay a portion of the contribution, the District is solely responsible for the collection of the employee contributions. The District is responsible for payment to VEBA of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.
- d. The District will be notified in writing of applicable rates and benefit and eligibility rules changes at least forty-five (45) days prior to their effective date.
- e. The District shall attach as Exhibit B, District eligibility provisions for VEBA review and approval. The provisions of this Agreement, the VEBA Establishment Agreement, the benefit plans, and the Uniform Eligibility Rules of VEBA shall supersede any conflicting provisions of any District policies or practices

5. **Contribution and Reports.**

- a. The District shall prepare and submit to the VEBA, in a format acceptable to the VEBA, a list of all current employees covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible. To ensure that identification cards and enrollment materials are received by the employee prior to the coverage effective date, accurate and complete enrollment materials are due to the VEBA by the 15th of the month prior to the coverage effective date. New hire information should be transmitted to the VEBA Administrator as soon as completed.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly or tenthly basis as agreed to by the VEBA and the District and designated herein, in the amount per employee specified for each employee included on the monthly list referred to in Section 5(a) of this Agreement.
- c. Due to contractual terms with VEBA's carriers, contributions to the VEBA are due on the first day of the coverage month as follows:
 - i. Contributions for Kaiser plans shall be considered delinquent if not received by the 15th day of the month in which the contributions were first due.

- ii. For all other plans, contributions shall be considered delinquent if not received by the 20th day of the month in which the contributions were first due.

Liquidated damages shall be charged to delinquent contributions in the amount of 2% of the unpaid balance.

- d. Actual amounts to be contributed, pursuant to this section, are set out as an attachment to this schedule and are labeled **Exhibit C**. Unless otherwise modified by VEBA according to the terms of Section 4 of this Agreement, a revised Exhibit C shall be forwarded annually by VEBA to the District for incorporation into this Agreement.
6. **Distribution of Materials.** The District agrees to distribute to employees, enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
7. **COBRA Duties and Indemnification.** The District understands and agrees that it will assume complete responsibility for administering COBRA continuation benefits for employees and eligible dependents in accordance with the requirements of Public Health Service Act § 2202, 42 U.S.C. 300bb and following, and will completely indemnify and hold harmless VEBA with regard to same. These duties include, but are not limited to, the provision of an initial COBRA notice to each Participant and his or her spouse and eligible dependents, and the provision of subsequent COBRA notices upon the occurrence of qualifying events. Also, the District shall notify VEBA of termination, reduction in hours, or death of any employee, as required by law.
8. **Termination.**
- a. The District may terminate its participation in VEBA by providing written notice to VEBA not less than ninety (90) calendar days prior to the end of the plan year.
 - b. VEBA may terminate this Agreement if the District fails to fulfill its obligations under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the VEBA demanding payment.
 - c. Following termination of this Agreement, VEBA shall be responsible for payment of eligible claims of covered individuals incurred on or before the termination date only in accordance with the terms and specifications of the VEBA Establishment Agreement and of each applicable Plan.
 - d. The parties acknowledge that after termination of participation, neither the District nor its employees shall retain any right or interest in the VEBA Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the VEBA Fund upon their withdrawal from participation.

9. **Waiver of Claims.** The District hereby waives any claim against the Directors, agents or employees of VEBA for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities under the VEBA Establishment Agreement or this Agreement.
10. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.
11. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect with the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
12. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

If to the VEBA:

California Schools VEBA
c/o California VEBA Administrator
8885 Rio San Diego Drive, Suite 301
San Diego, CA 92108

If to the District:

San Pasqual Union School District
c/o Shannon Hargrave, Superintendent
15305 Rockwood Road
Escondido, CA 92027

13. **Board Ratification.** This Agreement shall not be effective until it has been ratified by the governing board of the District and verification of such ratification is provided to VEBA.

CALIFORNIA SCHOOLS VEBA

By: _____
George McGregor
California VEBA Administrator

Dated: _____

SAN PASQUAL UNION SCHOOL DISTRICT

By: Shannon Hargrave
Shannon Hargrave
Superintendent

Dated: 11-2-15

DATE OF SCHOOL BOARD RATIFICATION: _____

**CALIFORNIA SCHOOLS
VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION**

Exhibit A

**BENEFIT PLAN ELECTION FORM
(NON-COLLECTIVE BARGAINING UNIT)**

This **BENEFIT PLAN ELECTION FORM** ("Election Form") is submitted to the California Schools Voluntary Employees Benefits Association ("VEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501(c)(9), by the SAN PASQUAL UNION SCHOOL DISTRICT of San Diego County, California, ("District")

Pursuant to the terms of the Agreement executed between the parties, the following information represents the benefit plan election information for the District. The benefit plan election may only be changed in accordance with Paragraph 4 of the Agreement.

EFFECTIVE DATE

The Effective Date of Participation of the District and Union in the VEBA shall be January 1, 2016.

PLAN YEAR

The first plan year shall begin on the effective date and end on December 31, 2016.

All subsequent plan years shall begin on January 1 of each year and end on the next following December 31.

PAYMENTS

Payments made to VEBA shall be made on a tenthly basis.

PLAN ELECTIONS

United Healthcare Performance HMO, Package D
Kaiser 20

**CALIFORNIA SCHOOLS
VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION**

ELIGIBILITY

**DISTRICT SHALL ATTACH BENEFITS ELIGIBILITY PROVISIONS FOR VEBA
BOARD REVIEW AND APPROVAL.**



**CALIFORNIA SCHOOLS
VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION (VEBA)**

**PARTICIPATION AGREEMENT
(COLLECTIVE BARGAINING UNIT)**

This **PARTICIPATION AGREEMENT** ("Agreement"), is entered into by and between the **CALIFORNIA SCHOOLS VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION** ("VEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501(c)(9), and the **SAN PASQUAL UNION SCHOOL DISTRICT** of San Diego County, California ("District"), and the **SAN PASQUAL ELEMENTARY TEACHERS ASSOCIATION** ("Union").

RECITALS

- A. **WHEREAS**, the San Diego County Office of Education and several public school employee unions have established the VEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of California School Districts and their dependents; and
- B. **WHEREAS**, the District and the Union have entered or will enter into an agreement which provides for participation in the VEBA for the provision of health and welfare benefits for employees represented by the Union; and
- C. **WHEREAS**, the VEBA wishes to enter into an agreement with the District and the Union to provide health and welfare benefits while maintaining strict neutrality in any current or future collective bargaining negotiations between the District and the Union.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The initial term of this Agreement shall begin January 1, 2016, and shall continue in effect until terminated pursuant to Section 9 of this agreement.
- 2. **Incorporation of Agreement Establishing the VEBA and VEBA Administrative Policies and Procedures.** The parties agree to be bound by the terms contained in the documents entitled "Restated Agreement and Declaration of Trust Establishing the Southern California Schools Voluntary Employees Benefits Association" ("VEBA Establishment Agreement"), and VEBA Administrative Policies and Procedures, incorporated herein by this reference.

3. **Agreement.**

- a. As a condition of participation in the VEBA, the District and the Union will agree between them to comport with the provisions of the VEBA Establishment Agreement and this Agreement and, in the absence of such modification, hereby agree that the specific provisions of the VEBA Establishment Agreement and this Agreement shall supersede any terms of the collective bargaining agreement, as it relates to plans covered under this Agreement, which conflict with either Agreement.
- b. This Agreement shall not take effect until the District and the Union provide the VEBA with a copy of the current collective bargaining agreement and the provisions of the agreement providing for participation in the VEBA are approved by the VEBA. The District and the Union shall immediately provide the VEBA with copies of any changes in the collective bargaining agreement relative to participation in the VEBA.

4. **Plan Changes and Waiver of Duty to Bargain for Plan Changes.**

- a. The VEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the VEBA are not adequate in the judgment of the Directors of the VEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District is provided at least forty-five (45) calendar days advance written notice of such changes.
- b. The District and the Union agree to waive during their participation in the VEBA any right to bargain under Government Code section 3540 et seq., concerning the benefit plans offered by the VEBA, the insurers, or the claim administration for existing health and welfare benefits which are and shall be determined by the VEBA, but do not waive as a result of this Agreement the right to bargain concerning the contribution rate to the VEBA, the termination of participation in the VEBA, or benefits not provided by the VEBA.

5. **Selection of Benefit Plans and Election Forms.**

- a. A VEBA-approved benefits plan shall be selected in accordance with the terms of the agreement between the District and the Union and a Benefit Plan Election Form ("Election Form"), attached as **Exhibit A** and incorporated into this Agreement as if fully set forth here, shall be submitted to the VEBA prior to the effective date of this Agreement.
- b. The choices specified in the Election Form may be changed by delivering to the VEBA an executed, amended Election Form. All changes will become effective the first day of the second calendar month following receipt by the VEBA, unless the VEBA is able to implement any changes earlier or unless the first day of a later month is specified in the amended Election Form.
- c. If the collective bargaining agreement between the District and the Union requires employees to pay a portion of the contribution, the District is solely responsible for the collection of the employee contributions. The District is responsible for payment

to the VEBA of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.

- d. The District and the Union will be notified in writing of applicable rates and benefit and eligibility rules changes at least forty-five (45) days prior to their effective date.
- e. The District and the Union shall attach as **Exhibit B**, District/Union eligibility provisions for VEBA review and approval. The provisions of this Agreement, the VEBA Establishment Agreement, the benefit plans, and the Uniform Eligibility Rules of VEBA shall supersede any conflicting provisions of any District/Union policies or practices.

6. **Contribution and Reports.**

- a. The District shall prepare and submit to the VEBA, in a format acceptable to the VEBA, a list of all current employees covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible. To ensure that identification cards and enrollment materials are received by the employee prior to the coverage effective date, accurate and complete enrollment materials are due to the VEBA by the 15th of the month prior to the coverage effective date. New hire information should be transmitted to the VEBA Administrator as soon as completed.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly or tenthly basis as agreed to by the VEBA and the District and designated herein, in the amount per employee specified for each employee included on the monthly list referred to in Section 6(a).
- c. Due to contractual terms with VEBA's carriers, contributions to the VEBA are due on the first day of the coverage month as follows:
 - i. Contributions for Kaiser plans shall be considered delinquent if not received by the 15th day of the month in which the contributions were first due.
 - ii. For all other plans, contributions shall be considered delinquent if not received by the 20th day of the month in which the contributions were first due.

Liquidated damages shall be charged to delinquent contributions in the amount of 2% of the unpaid balance.

- d. Actual amounts to be contributed, pursuant to this section, are set out as an attachment to this Agreement and are labeled **Exhibit C**. Unless otherwise modified by the VEBA, according to the terms of Section 4, a revised Exhibit C shall be forwarded by the VEBA to the District, annually, for incorporation into this Agreement.

7. **Distribution of Materials.**

The District agrees to distribute to employees, enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.

8. **COBRA Duties and Indemnification.**

The District understands and agrees that it will assume complete responsibility for administering COBRA continuation benefits for employees and eligible dependents in accordance with the requirements of Public Health Service Act § 2202, 42 U.S.C. 300bb and following, and will completely indemnify and hold harmless VEBA with regard to same. These duties include, but are not limited to, the provision of an initial COBRA notice to each Participant and his or her spouse and eligible dependents, and the provision of subsequent COBRA notices upon the occurrence of qualifying events. Also, the District shall notify VEBA of termination, reduction in hours, or death of any employee, as required by law.

9. **Termination.**

- a. The District and the Union may terminate their participation in the VEBA by providing notice to the VEBA ninety (90) days prior to the end of the plan year. In the event of the expiration of the agreement providing for participation in this VEBA, participation must be continued to the end of the plan year. Notification of such termination due to expiration must be provided to the VEBA by the District and the Union not less than (90) calendar days prior to the end of the plan year.
- b. The VEBA may terminate this Agreement if the District or the Union fails to fulfill its obligations under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) calendar days after service of a written notice from the VEBA demanding payment.
- c. Following termination of this Agreement, the VEBA shall be responsible for payment of eligible claims of covered individuals incurred on or before the termination date only in accordance with the terms and specifications of the VEBA Establishment Agreement and of each applicable Plan.
- d. The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the VEBA Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the VEBA Fund upon their withdrawal from participation.

10. **Waiver of Claims.** The District and the Union hereby waive any claim against the Directors, agents or employees of the VEBA for any loss, cost or expenses, including reasonable attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities under the VEBA Establishment Agreement or this Agreement.

11. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.

12. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect with the invalid provision or application, and to this end the provisions of this

Agreement are declared to be severable.

13. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

If to the VEBA:

California Schools VEBA
c/o California VEBA Administrator
8885 Rio San Diego Drive, Suite 301
San Diego, CA 92108

If to the District:

San Pasqual Union School District
c/o Shannon Hargrave, Superintendent
15305 Rockwood Road
Escondido, CA 92027

If to the Union:

San Pasqual Elementary Teachers Association
15305 Rockwood Road
Escondido, CA 92027

13. **Board Ratification.** This Agreement shall not be effective until it has been ratified by the governing board of the District and verification of such ratification is provided to the VEBA.

CALIFORNIA SCHOOLS VEBA

By: _____
George McGregor
California VEBA Administrator

Dated: _____

SAN PASQUAL ELEMENTARY SCHOOL DISTRICT

By: Shannon Hargrave
Shannon Hargrave
Superintendent

Dated: 11-2-15

SAN PASQUAL ELEMENTARY TEACHERS ASSOCIATION

By: KR Beeunas
Kenneth Beeunas
Chapter President

Dated: 11-2-15

DATE OF SCHOOL BOARD RATIFICATION: _____

**CALIFORNIA SCHOOLS
VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION**

**BENEFIT PLAN ELECTION FORM
(COLLECTIVE BARGAINING UNIT)**

This **BENEFIT PLAN ELECTION FORM** ("Election Form") is submitted to the CALIFORNIA SCHOOLS VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION ("VEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501(c)(9), by the SAN PASQUAL UNION SCHOOL DISTRICT of San Diego County, California ("District") in accordance with any relevant agreement with the SAN PASQUAL ELEMENTARY TEACHERS ASSOCIATION ("Union").

Pursuant to the terms of the Agreement executed between the parties, the following information represents the benefit election information for the District, selected in accordance with the terms of the agreement between the District and the Union. The benefit plan election may only be changed in accordance with Paragraph 5 of the Agreement.

EFFECTIVE DATE

The Effective Date of Participation of the District and Union in the VEBA shall be January 1, 2016.

PLAN YEAR

The first plan year shall begin on the effective date and end on December 31, 2016.

All subsequent plan years shall begin on January 1 of each year and end on the next following December 31.

PAYMENTS

Payments made to VEBA shall be made on a tenthly basis.

PLAN ELECTIONS

United Healthcare Performance HMO, Package D
Kaiser 20

**CALIFORNIA SCHOOLS
VOLUNTARY EMPLOYEES BENEFITS ASSOCIATION**

ELIGIBILITY

**DISTRICT/UNION SHALL ATTACH BENEFITS ELIGIBILITY PROVISIONS FOR
VEBA BOARD REVIEW AND APPROVAL.**

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

16870 WEST BERNARDO DRIVE, SUITE 330
SAN DIEGO, CALIFORNIA 92127-1671
(858) 485-9526

FAX (858) 485-9412
WWW.AALRR.COM

CERRITOS

(562) 653-3200

FRESNO

(559) 225-6700

IRVINE

(949) 453-4260

PASADENA

(626) 583-8600

PLEASANTON

(925) 227-9200

RIVERSIDE

(951) 683-1122

SACRAMENTO

(916) 923-1200

OUR FILE NUMBER:

005492.00001
13141104.1

June 11, 2015

PRIVILEGED AND CONFIDENTIAL

Shannon Hargrave, Superintendent
San Pasqual Union School District
15305 Rockwood Road
Escondido, CA 92027-6700

Re: Agreement for Special Services

Dear Shannon:

Please find enclosed for your consideration the proposed Agreement for Special Services between the District and our firm for the period 2015-2016.

We are proposing a modest rate increase during the term of this Agreement, which still remains very competitive.

Subject to approval, please sign the agreement where indicated and return to my attention. Once received, we will forward a fully executed copy for your records.

If you have any questions or concerns, please do not hesitate to call me directly.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Gerald A. Conradi

GAC/mln
Enclosure

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2015, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SAN PASQUAL UNION SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2015, through June 30, 2016. For the period July 1, 2015, through June 30, 2016, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$235.00
Partners/Senior Counsel	\$230.00
Senior Associates	\$220.00
Associates	\$220.00
Electronic Technology Litigation Specialist	\$220.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$160.00
Paralegals/Legal Assistants	\$155.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest

of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

VI. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/ superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

VIII. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

IX. DURATION

This Agreement shall be effective July 1, 2015, through June 30, 2016, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

X. EXECUTION DATE

This Agreement is entered into this ____ day of _____, 2015.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
GERALD A. CONRADI

“District”

SAN PASQUAL UNION SCHOOL DISTRICT

Dated: _____

By: _____

October 21, 2015

San Pasqual Union School District
15305 Rockwood Road
Escondido, CA 92027

Christy White, CPA

Michael Ash, CPA

Heather Rubio

SAN DIEGO
LOS ANGELES
SAN FRANCISCO/BAY AREA

Corporate Office:
348 Olive Street
San Diego, CA 92103

toll-free: 877.220.7229
tel: 619.270.8222
fax: 619.260.9085
www.christywhite.com

*Licensed by the California
State Board of Accountancy*

We are pleased to confirm our understanding of the services we are to provide San Pasqual Union School District for the fiscal years ending June 30, 2016, 2017 and 2018. We will audit the financial statements of the governmental activities and the major fund, which collectively comprise the basic financial statements, of San Pasqual Union School District as of and for the fiscal year years ending June 30, 2016, 2017 and 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement San Pasqual Union School District's basic financial statements. As part of our engagement, we will apply certain limited procedures to San Pasqual Union School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.

We have also been engaged to report on supplementary information other than RSI that accompanies San Pasqual Union School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedules and/or information as required by the State Controller's Office.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of the accounting records of San Pasqual Union School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that San Pasqual Union School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will prepare a report related to state programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements contained in the *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. The scope of the non-audit services does not constitute an audit conducted under *Government Auditing Standards*.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the San Pasqual Union School District and the respective changes in financial position in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of San Pasqual Union School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2016	\$ 8,950
June 30, 2017	\$ 9,125
June 30, 2018	\$ 9,300

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the District during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2016, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2018 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA
Partner
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of San Pasqual Union School District.

Signature

Title

Date

WALDEN UNIVERSITY

Walden University Richard W. Riley College of Education and Leadership Letter of Agreement for Licensure Programs

Directions: Complete this letter agreement electronically, using the Tab key to move to the next field. Email the form with your fields completed to fieldexperience@waldenu.edu.

This agreement is entered into for the Richard W. Riley College of Education and Leadership's Licensure Programs at Walden University, hereinafter referred to as the "UNIVERSITY" and San Pasqual Unified School District, hereinafter referred to as the "SCHOOL."

The purpose of this agreement is to guide and direct a working relationship between the UNIVERSITY and the SCHOOL in providing clinical practice experiences ("field experience") as required by the Minnesota Board of Teaching, Minnesota Board of School Administrators, or the Ohio Board of Regents and Ohio State Board of Education, and in accordance with Walden University's state-approved licensure programs: Master of Arts in Teaching Program, Reading K-12 Endorsement Program, and the Educational Leadership and Administration Principal Preparation Programs.

As outlined in each program handbook, the UNIVERSITY requires Candidates to complete student teaching or field experiences. These experiences are described in each program handbook, and are bound by the terms of this letter of agreement.

ACTIVITIES AND SERVICES

The UNIVERSITY requests qualified mentors to provide activities and services for the Candidates, to act as "cooperating teachers" for Candidates in the Master of Arts in Teaching program, "host teachers" for Candidates in the Reading K-12 Endorsement program, or "principal mentors" for Candidates in the Educational Leadership and Administration programs. The qualifications for "cooperating teachers" are listed in EXHIBIT A, the qualifications for "host teachers" are listed in EXHIBIT B, and the qualifications for "principal mentors" are listed in EXHIBIT C.

ROLES AND RESPONSIBILITIES

The Candidate shall be responsible for the following:

1. Honoring the time schedule established between the SCHOOL, UNIVERSITY, and Candidate.
2. Following the existing SCHOOL curriculum and policies, and all SCHOOL and classroom rules and procedures, including FERPA guidelines for confidentiality of student information.
3. Fulfilling the expectations and policy of both the SCHOOL personnel and the UNIVERSITY, as described in each program handbook (including completing a Teacher Performance Assessment for Master of Arts in Teaching candidates).
4. Conducting him/herself in a professional manner.
5. Accepting constructive feedback and engaging in regular self-appraisal.
6. Adhering to the Code of Ethics for Minnesota Teachers (rule 8700.7500, subpart 2), for candidates in the Master of Arts in Teaching and Reading K-12 Endorsement programs. The Code of Ethics for Minnesota Teachers is listed in EXHIBIT D.
7. Adhering to the Minnesota Code of Ethics for School Administrators (rule 3512.5200, subpart 2), for candidates in the Minnesota-approved Educational Leadership and Administration programs. The Minnesota Code of Ethics for School Administrators is listed in EXHIBIT E.

4. The parties agree to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.
5. In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the School is an educational institution with a legitimate educational interest in the educational records of the Candidate participating in the Program and to the extent that access to Candidate's records are required by the School in order to carry out the Program.
6. The parties agree that Candidate will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, sexual orientation or other legally protected status.

ELECTRONIC SIGNATURES

SCHOOL Administrator Signature:

Name:

Title:

By checking the box below and providing my email address as an authentication, I am providing an electronic signature certifying that the below statement is true.

☒ I agree to adhere to the information provided in this Letter of Agreement. Today's Date: *(mm/dd/yyyy)*

Email address: _____ *(provides authentication for electronic signature; must match the email address on file with Walden University)*

UNIVERSITY Administrator Signature:

Name: Janet Williams

Title: Associate Dean, Richard W. Riley College of Education and Leadership

By checking the box below and providing my email address as an authentication, I am providing an electronic signature certifying that the below statement is true.

☒ I agree to adhere to the information provided in this Letter of Agreement. Today's Date: 10/16/15
(mm/dd/yyyy)

Email address: janet.williams4@waldenu.edu *(provides authentication for electronic signature; must match the email address on file with Walden University)*

Richard W. Riley College of Education and Leadership Policy on Electronic Signatures

Walden's licensure program manages field experience placement processes in a nearly paperless environment, which requires reliance on verifiable electronic signatures, as regulated by the Uniform Electronic Transactions Act. Legally, an "electronic signature" can be the person's typed name, email address, or any other identifying marker. An electronic signature is just as valid as a written signature as long as both parties have agreed to conduct the transaction electronically. The licensure program staff will verify any electronic signatures that do not originate from a password-protected source (i.e., an email address officially on file with Walden).

EXHIBIT B

The Host Teacher (Reading K-12 Endorsement)

The host teacher is a licensed teacher who is responsible for supervising the Candidate during clinical experiences. The host teacher provides opportunities for the candidate to observe his/her classroom and fulfill the clinical experience course assignments.

Host Teacher qualifications:

- A valid CA teaching license, or the equivalent
- Recommendation by the site principal or director

School will provide names of Host Teacher(s) to Walden.

EXHIBIT D

Code of Ethics for Minnesota Teachers

All Walden University Candidates are expected to abide by the following Code of Ethics for Minnesota Teachers (rule 8700.7500, subpart 2) while at their placement sites. The standards of professional conduct include the following:

- A. A teacher shall provide professional education services in a nondiscriminatory manner.
- B. A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.
- C. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- D. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- E. A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.
- F. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- G. A teacher shall not deliberately suppress or distort subject matter.
- H. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- I. A teacher shall not knowingly make false or malicious statements about students or colleagues.
- J. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

EXHIBIT F

Licensure Code of Professional Conduct for Ohio Educators

All Walden University Principal Candidates enrolled in the Ohio-approved principal preparation programs are expected to abide by the following Licensure Code of Professional Conduct for Ohio Educators while at their placement sites. The principles of professional conduct include the following:

1. Educators behave in a professional manner, realizing that one's actions reflect directly on the status and substance of the profession.
2. Educators maintain a professional relationship with all students at all times, both in and outside the classroom.
3. Educators accurately report information required by the local board of education or governing board, state education agency, federal agency, or state or federal law.
4. Educators adhere to federal, state, and local laws and statutes regarding criminal activity.
5. Educators comply with state and federal laws related to maintaining confidential information.
6. Educators serve as positive role models and do not use, possess, or unlawfully distribute illegal or unauthorized drugs.
7. Educators ensure that school property, public funds, or fees paid by students or the community are used in the best interest of students and not for personal gain.
8. Educators fulfill all of the terms and obligations in their employment contract.

**NOTICE OF DECEMBER 2015
ORGANIZATIONAL MEETING OF THE GOVERNING BOARD**

Complete and submit no later than **November 20, 2015**, to:

Peg Marks
Legal Services, Room 609
San Diego County Office of Education
Email: pmarks@sdcoe.net
Fax: (858) 541-0697

School District: San Pasqual Union School District

Date of Organizational Meeting: December 8, 2015
(Date between December 4 and December 18 inclusive)

Time of Meeting: 5:30 p.m.

Clerk/Secretary to the Governing Board

Date



SAN DIEGO COUNTY OFFICE OF EDUCATION

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

September 30, 2015

To: Clerks of Governing Boards
Chief Administrative Officers

From: Randolph E. Ward, Ed.D. 
County Superintendent of Schools

Re: Organizational Meetings of Governing Boards

The Education Code requires that governing boards hold an annual organizational meeting for the purpose of electing officers and establishing dates of regular meetings. The following information and the attached forms are provided to assist you in fulfilling your district's legal requirements in connection with this meeting. Please note that regular business of the Board may be conducted at this meeting.

Date of Annual Organizational Meeting

Education Code sections 35143 and 72000(c)(2) provide that:

- The governing board of each school and community college district shall hold an annual organizational meeting. In 2015, the meeting must be held on a date between **December 4 and December 18**, inclusive.
- The day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to December 4, unless otherwise provided by rule of the governing board.
- The board shall notify the County Superintendent of Schools of the day and time selected.
- If the board fails to select a day and time for the annual organizational meeting, the County Superintendent of Schools shall designate the day and time of the meeting and shall notify all members and members-elect in writing.
- Within 15 days prior to the date of the annual organizational meeting, the clerk of the board shall provide written notice of the meeting to board members and members-elect.

Prior to November 20, 2015, please complete and return to the San Diego County Office of Education the *Notice of December 2015 Organizational Meeting of the Governing Board* provided on page 4.

Service and Leadership for Student Achievement

Board of Education

Mark C. Anderson

Guadalupe Gonzalez

Alicia Muñoz

Gregg Robinson

Richard P. Shea

Election of Board Officers

- Education Code section 35022 specifies that every school district governing board consisting of five or more members shall elect at its organizational meeting a president from among its members. The governing board of a school district shall also elect one of its members as clerk of the district. [EC § 35143]
- Education Code section 72000(c)(2) provides that the governing board of a community college district shall organize by electing a president, from its members, and a secretary.

Board Meeting Dates

- Education Code sections 35140 and 72000(c)(4) require that the governing board shall fix the time and place for its regular governing board meetings.
- In 2016, the annual organizational meeting must be scheduled on a date between, **December 2 and 16**, inclusive.
- Government Code sections 6700 and 6702 establish the following holidays in California:
 1. Every Sunday
 2. January 1st
 3. The third Monday in January, known as Dr. Martin Luther King, Jr. Day
 4. February 12th, known as Lincoln Day
 5. The third Monday in February, Washington Day
 6. March 31st, known as Cesar Chavez Day
 7. The last Monday in May, Memorial Day
 8. July 4th, Independence Day
 9. The first Monday in September, Labor Day
 10. September 9th, known as Admission Day
 11. The second Monday in October, known as Columbus Day
 12. November 11th, known as Veterans Day
 13. December 25th
 14. Good Friday from 12 noon until 3:00 p.m.*
 15. Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday
 16. Every Saturday from noon to midnight
- Government Code section 6701 provides that if January 1, February 12, March 31, July 4, September 9, November 11, or December 25 falls upon a Sunday, the Monday following is a holiday. If November 11 falls upon a Saturday, the preceding Friday is a holiday.

*Subsection declared unconstitutional in case of Mandel v. Hodges (1976).

STATEMENT OF FACTS, ROSTER OF PUBLIC AGENCIES FILING

Form NPSF 405 (Rev 04/2015)

Following the organizational meeting, a *Statement of Facts, Roster of Public Agencies Filing* must be completed, signed, dated, and filed as follows:

- **Annually** with the San Diego County Clerk, even if there is no change in the governing board or district information.

Send to: San Diego County Clerk
Attention: Teresa Dutra
P.O. Box 121750
San Diego, CA 92112-1750

- **Within ten days of any change** in the officers of the board or the names or addresses of governing board members or school districts. The Secretary of State requires that the specific nature of the update be stated, e.g., "change of officers," "address change" (not "annual update" or "organizational meeting").

Send to: Secretary of State
P.O. Box 942870
Sacramento, CA 94277-2870

and

San Diego County Clerk
Attention: Teresa Dutra
P.O. Box 121750
San Diego, CA 92112-1750

- **Copies of all filings to:** Peg Marks
Legal Services, Room 609
San Diego County Office of Education
Email: pmarks@sdcoe.net
Fax: (858) 541-0697

A copy of the [Statement of Facts, Roster of Public Agencies Filing](#) is provided for your use and is also available for completing and printing on the Secretary of State's website.



State of California Secretary of State

STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING (Government Code section 53051)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐ Update ☐

(Office Use Only)

Legal name of Public Agency: _____

Nature of Update: _____

County: _____

Official Mailing Address: _____

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): _____

Name: _____ Address: _____

Secretary or Clerk (Indicate Title): _____

Name: _____ Address: _____

Members:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [_____]

_____ Date

ADDRESS [_____]

_____ Signature

CITY/STATE/ZIP [_____]

_____ Typed Name and Title

Statement of Facts, Roster of Public Agencies Filing

- Government Code section 53051 requires that the Secretary of State and the clerk of each county establish and maintain a Roster of Public Agencies. This roster is a public record.
- The governing body of each public agency shall file with the Secretary of State and with the San Diego County Clerk a *Statement of Facts, Roster of Public Agencies Filing*. This requirement includes school and community college districts, county offices of education, and JPA boards. It is recommended that charter schools consult their legal counsel to determine whether filing of this form is appropriate.
- Within ten days after any change in the facts required on this form, an amended statement must be submitted as required by law.
- The accurate and timely filing of this form provides additional protections to districts in lawsuits filed under the California Tort Claims Act.

Please complete and submit the *Statement of Facts, Roster of Public Agencies Filing* according to the instructions on page 5. The form is provided as page 6 of this letter and is also available online.

This letter is available on the Legal Services page of the San Diego County Office of Education website. If you have questions regarding any of the information provided above, contact Peg Marks, Legal Services Analyst, at (858) 292-3746 or via e-mail to pmarks@sdcoe.net.

REW:mm

cc: Executive Assistants to Governing Boards