

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

AGENDA

REGULAR MEETING – MAY 8, 2019 – 6 P.M.

BOARD OF EDUCATION

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

FRANCISCO ESCOBEDO, Ed.D.
SECRETARY/SUPERINTENDENT



THIS MEETING IS BEING RECORDED

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

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IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

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

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COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Chula Vista Elementary School District, in compliance with the Americans with Disabilities Act and Government Code Section 54953.2, provides special accommodations to individuals who may need assistance with access, attendance, and/or participation in Board meetings, including alternative formats for agendas, documents constituting agenda packets, and materials distributed during public meetings. Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at (619) 425-9600, Extension 1300, for specific information on resources or programs that may be available for such accommodations. Please call at least 48 hours in advance of meetings and five days in advance of scheduled services and activities. Translation and services for the Hearing Impaired are also available.

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AGENDA AND DISTRIBUTION OF WRITINGS TO MEMBERS OF THE PUBLIC

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

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EQUAL OPPORTUNITY EMPLOYER

The Chula Vista Elementary School District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District's programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. (CVESD Board Policy 0410.) The District office that monitors compliance is the Human Resource Services and Support Office, 84 East J Street, Chula Vista, CA 91910, phone (619) 425-9600, Ext 1340. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resource Office.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

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

AGENDA BOARD OF EDUCATION

Regular Meeting

May 8, 2019

6 P.M.

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

ORDER OF BUSINESS

1. OPENING PROCEDURES

*Opening
Procedures*

- A. Call to Order
- B. Roll Call
 - Members Present:
 - Members Absent:
 - Others Present:
- C. Pledge of Allegiance Led by Students from Heritage, Hilltop Drive, Los Altos, Otay, Parkview, Veterans, and Vista Square Elementary Schools

2. APPROVE AGENDA (Action)

Approve Agenda

Motion: _____, Second: _____, Vote: _____

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

*Presentations/
Awards*

- A. Presentation of Newly Hired and Promoted Employees
- B. Report on District Cohort Schools: Heritage, Hilltop Drive, Los Altos, Otay, Parkview, Veterans, and Vista Square Elementary for the 2017-18 School Year
- C. Report on Dual Language Immersion Instructional Programs

4. COMMUNICATIONS TO THE BOARD OF EDUCATION

*Communications
to the Board*

- A. Chula Vista Classified Employees Organization
- B. Chula Vista Educators

5. ORAL COMMUNICATIONS*Oral
Communications*

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

6. APPROVE CONSENT CALENDAR (Action)*Consent
Calendar*

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

*Motion:*_____, *Second:*_____, *Vote:*_____

- A. Adopt Board of Education Meeting Minutes: Regular Meeting April 17, 2019
- B. Adopt Resolution Celebrating the 100-Year Anniversary of Sheet Metal, Air, Rail, and Transportation Local 206
- C. Approve and/or Ratify Human Resources Items A Through I
- D. Approve Agreement with the San Diego County Superintendent of Schools as the Authorized Agent for the San Diego County Schools Risk Management Joint Powers Authority for Participation in the Employee Assistance Service for Education Program for the Period of July 1, 2019, Through June 30, 2020
- E. Approve Agreement with the San Diego County Superintendent of Schools as the Authorized Agent for the San Diego County Schools Risk Management Joint Powers Authority for Participation in the United States Department of Transportation Drug Testing Program for the Period of July 1, 2019, Through June 30, 2020
- F. Approve Memorandum of Understanding with the California Association for Bilingual Education for the Binational Project GLAD® Professional Development Learning Program for Teachers for the Period of June 1 Through December 31, 2019
- G. Approve Agreements with the San Diego County Office of Education for Participation and Services in the Outdoor Education Program for the Period of July 1, 2019, Through June 30, 2020

- H. Approve Agreement with the San Diego County Office of Education for Participation in the Science Outreach Program for the Period of July 1, 2019, Through June 30, 2020
- I. Authorize Agreements with Independent Contractors and Nonpublic Agencies to Provide Educationally Related Services for Students with Exceptional Needs for the 2019-20 School Year
- J. Approve Memorandum of Understanding with Robert L. Mueller Charter School for the Period of July 1, 2019, Through June 30, 2024
- K. Adopt Resolution to Establish Temporary Interfund Transfers of Special or Restricted Fund Monies for Fiscal Year 2019-20
- L. Adopt Resolution Requesting Temporary Transfer of Funds for Fiscal Year 2019-20
- M. (1) Authorize Designated Personnel of the Chula Vista Elementary School District to Execute Documents on Behalf of the District for Fiscal Year 2019-20;

(2) Adopt Resolutions Authorizing Designated Agents of the Chula Vista Elementary School District to Act on Behalf of the District for Fiscal Year 2019-20; and

(3) Adopt Resolution Authorizing the San Diego County Office of Education Credentials Department to Release Credential-Held Warrants to Chula Vista Elementary School District Employees for Fiscal Year 2019-20
- N. Approve Premier Support Agreement with Microsoft Corporation Through SHI International Corp. as a Large Account Reseller of Microsoft Corporation Software for the Period of June 28, 2019, Through June 27, 2020
- O. Authorize Staff to Enter Into a Volume License Agreement with Microsoft Corporation Through SHI International Corp. as a Large Account Reseller of Microsoft Corporation Software for the Period of June 1, 2019, Through May 31, 2020
- P. Adopt Resolution Authorizing Utilization of City of San Diego Proposal No.10089315-18-K, Fuel, Awarded to SC Commercial, LLC, dba The SoCo Group, for Purchasing Various Gasoline and Diesel Fuels for the Period of May 1, 2019, Through April 30, 2024
- Q. Approve Renewal of Bid No. 15/16-5 for Phone System Maintenance with ATEL Communications, Inc., for the Period of July 1, 2019, through June 30, 2020

- R. Approve Award of Bid No. 18/19-7 to Diamond Jack Enterprises, Inc.; Food 4 Thought, LLC.; and Gold Star Foods for Produce Products for the Period of July 1, 2019, Through June 30, 2020
- S. Approve Renewal of Bid No. 18/19-8 to Galasso's Bakery for Bread Products for the Period of July 1, 2019, Through June 30, 2020
- T. Approve Renewal of Proposal No. 15/16-6 with Verizon Wireless for Cellular Phone Services for the Period of July 1 Through December 31, 2019
- U. Approve Renewal of Contract with AT&T Utilizing the State of California CALNET 3 Statewide Contract A, No. C3-A-12-10-TS-01, for Subcategories 1.1, 1.4, and 1.6 for Telecommunication Services for the Period of July 1, 2019, Through June 30, 2020
- V. Approve Amendment No. 3 to Purchase Agreement and Escrow Instructions for Village 3 Elementary School Site (School No. 47)
- W. Accept Donation
- X. Approve Annual Requests for Use of District Facilities from Nonprofit and Community Organizations, Clubs, and Associations; and Certain Commercial Organizations for the Period of July 1, 2019, Through June 30, 2020
- Y. Approve and/or Ratify Inservice/Travel Requests
- Z. Approve and/or Ratify Requests for Use of District Facilities

7. PUBLIC HEARINGS

Public Hearings

None

8. ADMINISTRATIVE ACTION ITEMS

*Administrative
Action Items*

- A. Adopt Initial Collective Negotiations Proposal from the Chula Vista Elementary School District to the Chula Vista Educators

*Motion:*_____, *Second:*_____, *Vote:*_____

- B. Approve Submission of Declaration of Need for Fully Qualified Educators for the 2019-20 School Year

*Motion:*_____, *Second:*_____, *Vote:*_____

- C. Adopt Resolution of the Board of Education of the Chula Vista Elementary School District, San Diego County, California, Authorizing

the Issuance of 2019 General Obligation Bond Anticipation Notes, and Actions Related Thereto

*Motion:*_____, *Second:*_____, *Vote:*_____

- D. Adopt Resolution of the Chula Vista Elementary School District Authorizing the Borrowing of Funds for Fiscal Year 2019-20 and the Issuance and Sale of One or More Series of 2019 Tax and Revenue Anticipation Notes Therefore, in an Amount Not to Exceed \$50,000,000; Authorizing Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program; and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes

*Motion:*_____, *Second:*_____, *Vote:*_____

9. FIRST AND SECOND READINGS, BOARD POLICIES, ADMINISTRATIVE REGULATIONS, AND BOARD BYLAWS

First and Second Readings

- A. First Reading/Possible Adoption/Approval: Board Policy and Administrative Regulation 3260 (New), Business and Noninstructional Operations, Fees and Charges

*Motion:*_____, *Second:*_____, *Vote:*_____

- B. First Reading/Possible Adoption: Board Policy 3312.2 (New), Business and Noninstructional Operations, Educational Travel Program Contracts

*Motion:*_____, *Second:*_____, *Vote:*_____

- C. (1) First Reading/Possible Revision: Board Policy 3320, Business and Noninstructional Operations, Claims and Actions Against the District

- (2) First Reading/Possible Approval: Administrative Regulation 3320 (New), Business and Noninstructional Operations, Claims and Actions Against the District

*Motion:*_____, *Second:*_____, *Vote:*_____

- D. Delete Board Policy 3420, Business and Noninstructional Operations, Accounts Receivable Collection

*Motion:*_____, *Second:*_____, *Vote:*_____

- E. Delete Board Policy 3450, Business and Noninstructional Operations, Money in School Buildings

*Motion:*_____, *Second:*_____, *Vote:*_____

- F. First Reading/Possible Revision: Board Policy 3452, Business and Noninstructional Operations, Student Activity Funds

*Motion:*_____, *Second:*_____, *Vote:*_____

- G. (1) First Reading/Possible Revision: Board Policy 3530, Business and Noninstructional Operations, Insurance Management

- (2) First Reading/Possible Approval: Administrative Regulation 3530 (New), Business and Noninstructional Operations, Risk Management/Insurance

*Motion:*_____, *Second:*_____, *Vote:*_____

10. GENERAL INFORMATION ITEMS/REPORTS

*Information
Items/Reports*

- A. Report Calendar to Board of Education

- B. Report on Robert L. Mueller Charter School's Compliance with Renewal Petition Conditions of Approval

11. BOARD COMMUNICATIONS

*Board
Communications*

12. SUPERINTENDENT'S COMMUNICATION

*Superintendent's
Communication*

13. ADJOURN TO CLOSED SESSION

Closed Session

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

Government Code Section 54957: Public Employee Discipline/Dismissal/Release

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2019011037 for Student No. 412487

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2019021029 for Student No. 863414

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2019030035 for Student No. 155349

14. RECONVENE TO OPEN SESSION

Open Session

15. ADJOURNMENT

Adjournment

THE NEXT REGULAR MEETING OF THE BOARD OF EDUCATION OF THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT IS SCHEDULED ON WEDNESDAY, MAY 29, 2019, AT 6 P.M.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

ITEM TITLE:

Pledge of Allegiance Led by Students from Heritage, Hilltop Drive, Los Altos, Otay, Parkview, Veterans, and Vista Square Elementary Schools

_____ **Action**

_____ **X** _____ **Information**

BACKGROUND INFORMATION:

The following students will lead the Pledge of Allegiance at the May 8, 2019, Board of Education meeting.

- Ares Aispuro (Parkview)
- Alessandra Ciela Barrett (Los Altos)
- Saif Ilyas (Veterans)
- Rozalynn Lopez (Hilltop Drive)
- Erick Ramos (Otay)
- Victoria Takaki (Heritage)
- Bera Mora (Vista Square)

School administrators will accompany the students to the meeting.

ADDITIONAL DATA:

None.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

This is an information item.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Report on District Cohort Schools: Heritage, Hilltop Drive, Los Altos, Otay, Parkview, Veterans, and Vista Square Elementary for the 2017-18 School Year

 Action

 X **Information**

BACKGROUND INFORMATION:

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

ADDITIONAL DATA:

Tonight, Principal Lead Marissa Allan and Principals Monica Castillo, Dr. Shawna Codrington, Ruth Díaz de León, Santos Gonzalez, Angela Rosendale, and Bill Willis will provide an oral overview of how their cohort works interdependently with school site staffs, community members, and District staff to support Local Control and Accountability Plan (LCAP) goals. They will share the cohort work towards two priority areas within the LCAP:

- Pupil Achievement.
- Student Social-Emotional Wellness.

A copy of the report is attached as Exhibit A.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

This is an information item.



Heritage, Hilltop Drive, Los Altos,
Otay, Parkview, Veterans, and
Vista Square Elementary Schools

Presentation to the Board of Education
May 8, 2019



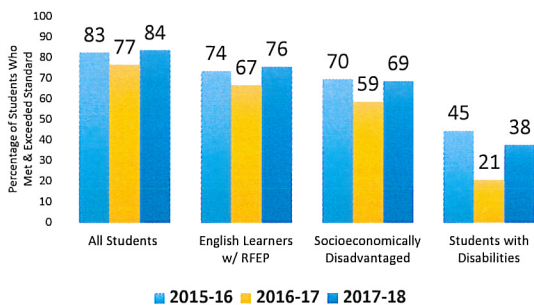
Heritage Elementary
English Language Arts

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above				ALL EL w/ RFEP	
High 10 points above to less than 45 points above					
Medium 5 points below to less than 10 points above					
Low More than 5 points below to 70 points below					SWD
Very Low More than 70 points below					

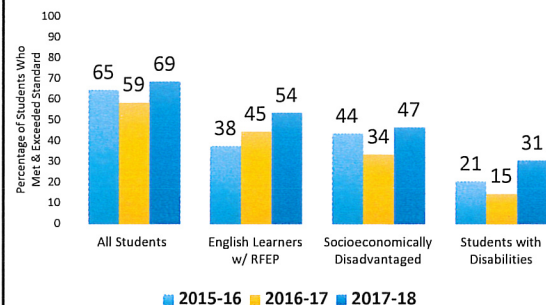
Heritage Elementary
Mathematics

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above				EL w/ RFEP	ALL
Medium 25 points below to zero					
Low More than 25 points below to 95 points below				SWD	
Very Low More than 95 points below					

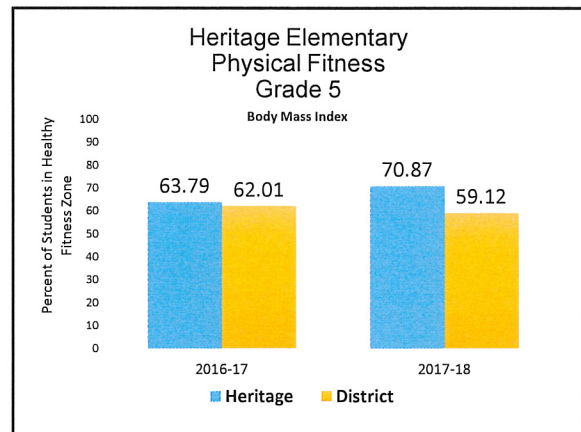
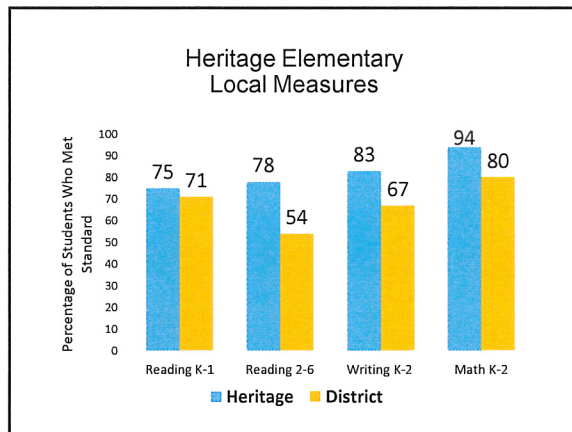
Heritage Elementary
CAASPP ELA Year-To-Year Comparison



Heritage Elementary
CAASPP Math Year-To-Year Comparison



Agenda Item 3.B.
May 8, 2019
Exhibit A

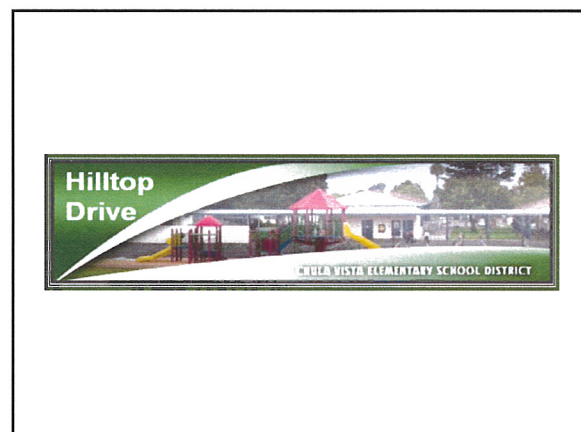


Schoolwide:

- Year 3 Implementation of Restorative Practices
 - PD by SDCOE's Anthony Ceja
- Peace Patrol
- Heritage High Fives for Staff
- Great Kindness Challenge by Student Council
- MTSS/PBIS
 - Quarterly Expectation Assemblies

In the classroom:

- Sanford Harmony
 - Meet up, Buddy Up Circle
- Integrating Core Literature
 - Freak the Mighty
- MTSS/PBIS



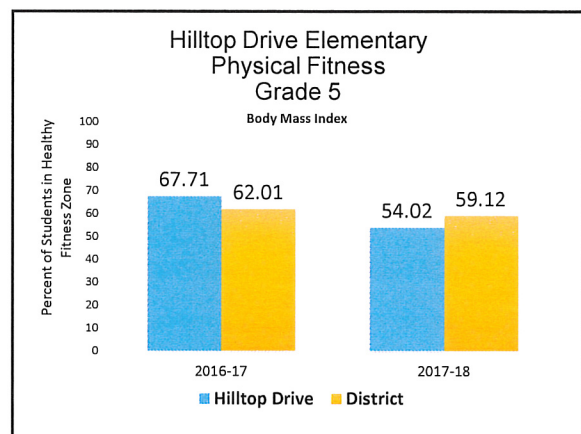
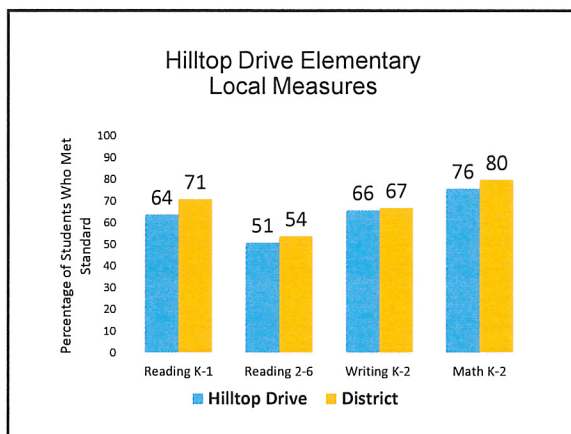
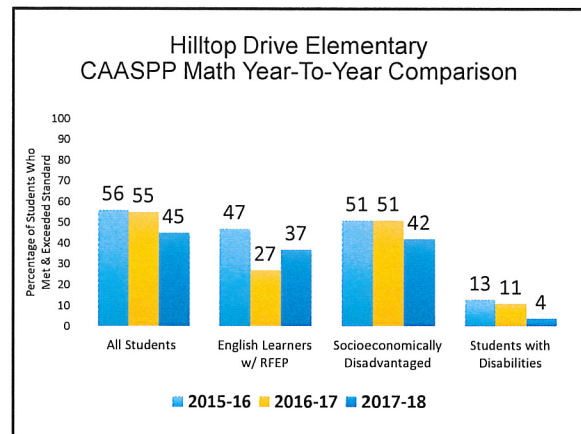
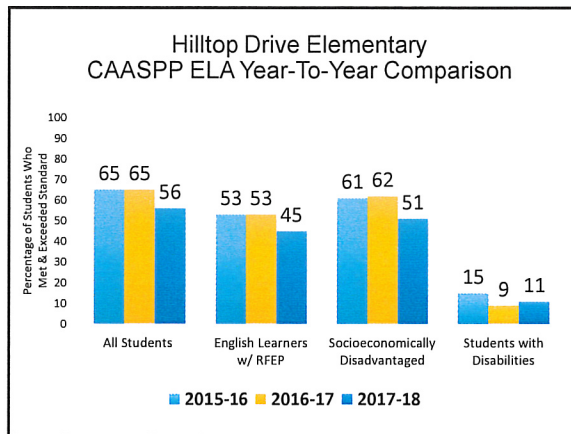
Hilltop Drive Elementary English Language Arts

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above					
High 30 points above to less than 45 points above					
Medium 5 points below to less than 10 points above	ALL				
Low More than 5 points below to 70 points below	EL w/ RFEP				
Very Low More than 70 points below	SWD				

Hilltop Drive Elementary Mathematics

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above					
Medium 25 points below to zero	ALL				
Low More than 25 points below to 95 points below	EL w/ RFEP				
Very Low More than 95 points below		SWD			

Agenda Item 3.B.
May 8, 2019
Exhibit A







- Sanford Harmony
 - MeetUp/BuddyUp
 - Daily Community Circles
- Family Fitness Nights
- Monthly Virtue Assemblies
- MTSS/PBIS initiatives
- Social Worker Interns

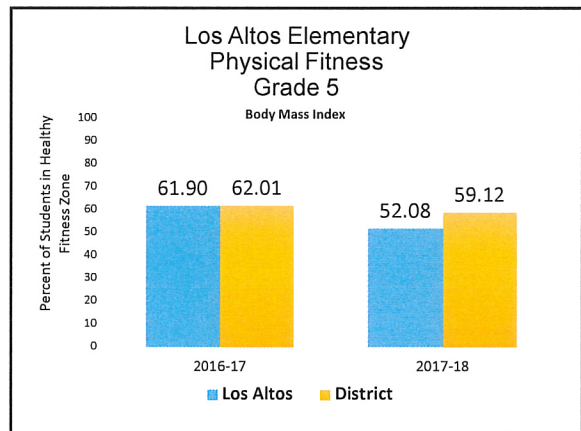
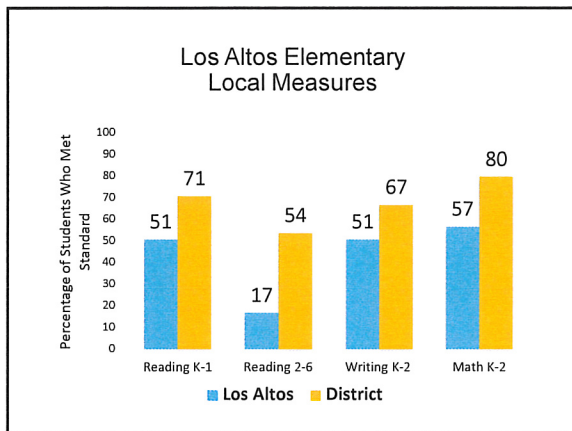
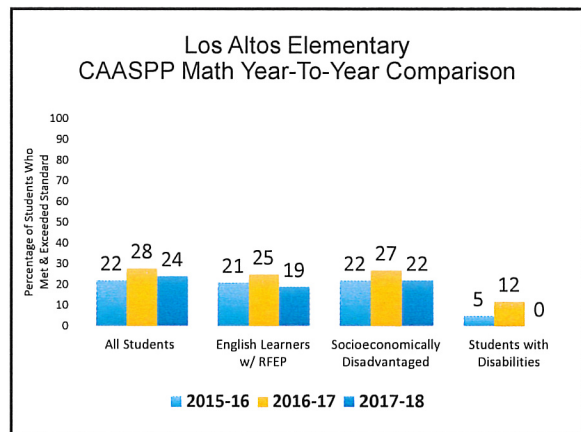
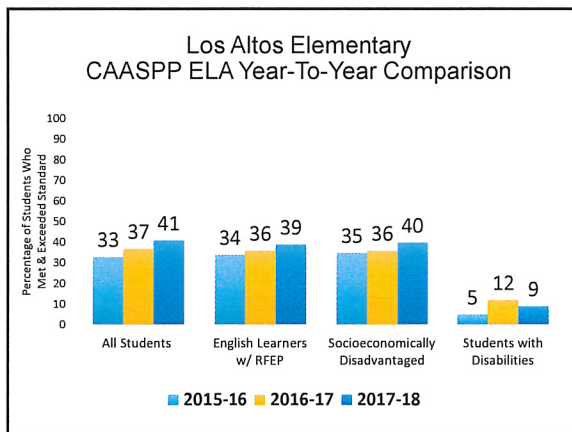




Agenda Item 3.B.
May 8, 2019
Exhibit A

Los Altos Elementary English Language Arts					
LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above					
High 10 points above to less than 45 points above					
Medium 5 points below to less than 10 points above					
Low More than 5 points below to 70 points below			ALL EL w/ RFEP		
Very Low More than 70 points below					

Los Altos Elementary Mathematics					
LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above					
Medium 25 points below to zero					
Low More than 25 points below to 95 points below		ALL EL w/ RFEP			
Very Low More than 95 points below					



Agenda Item 3.B.
May 8, 2019
Exhibit A



- Caring Actors for Peace
- Student Council
- Peer Mentoring
- Dinosaur School



Los Altos Lions



- Community Service
- MTSS Committee
- Sanford Harmony
- Restorative Practices



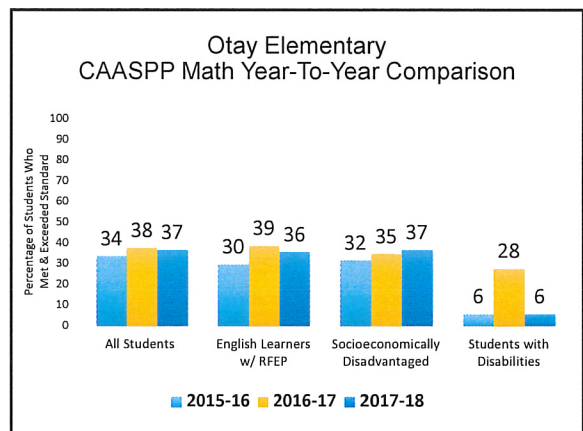
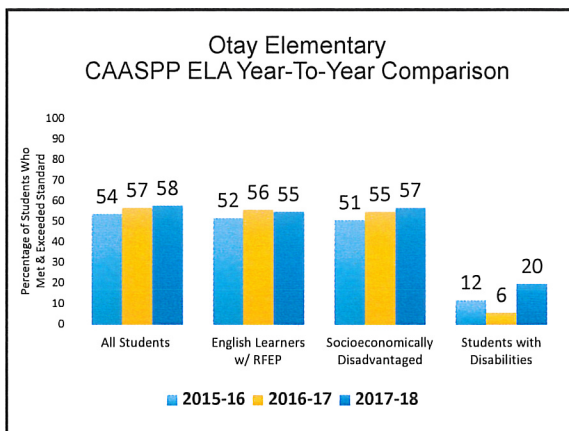


**Otay Elementary
English Language Arts**

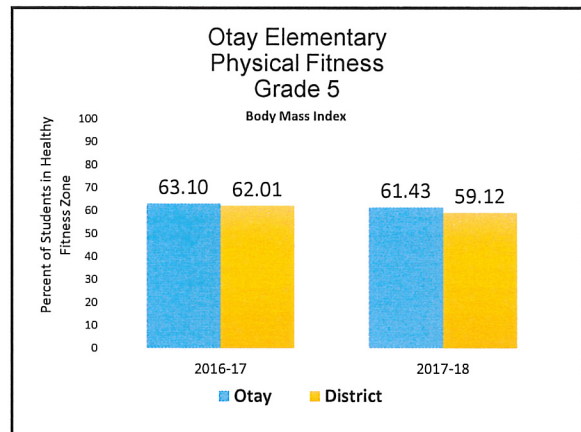
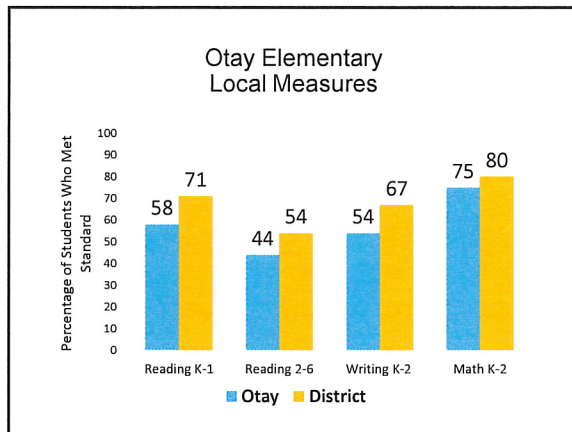
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Very High 45 or more points above					
High 10 points above to less than 45 points above			ALL		
Medium 5 points below to less than 10 points above		EL w/ RFEP			
Low More than 5 points below to 70 points below					
Very Low More than 70 points below					SWD

**Otay Elementary
Mathematics**

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above					
Medium 25 points below to zero					
Low More than 25 points below to 95 points below		ALL EL w/ RFEP			
Very Low More than 95 points below	SWD				



Agenda Item 3.B.
May 8, 2019
Exhibit A

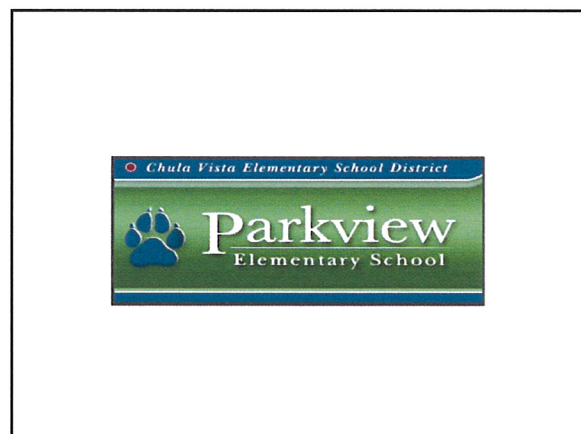


Mindfulness-Based SEL

OTAY Falcons

- Restorative practices (3 years in)
- DAILY Designated SEL:**
 - MindUP, Zones of Regulation, Sanford Harmony
 - Peace corners
 - Class meetings
- Mindfulness- Inner Explorer**
- DAILY Integrated SEL:**
 - Trauma-Informed Practices
 - Brain-focused learning
 - MTSS behavior expectation

Full time counselor
Safe School Ambassadors, Girl Power, Boys Club, Pep-Rallies (Unity day, Kindness, Testing Motivation)
Staff Zen Den- Staff Shout Out Wall- Staff raffles



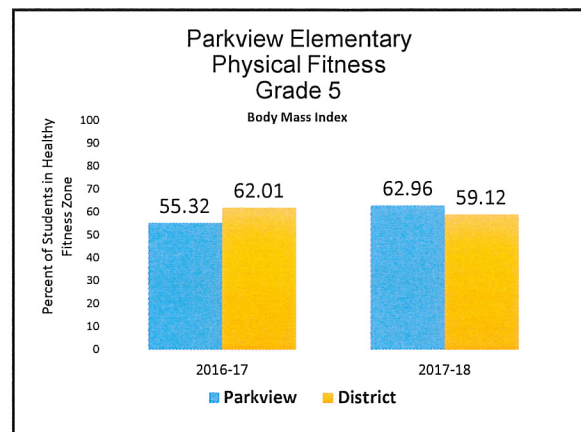
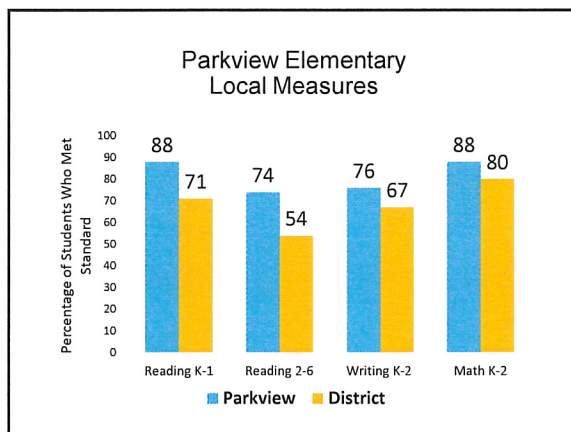
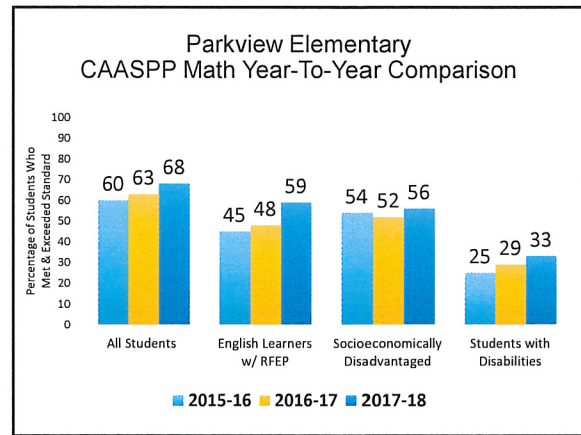
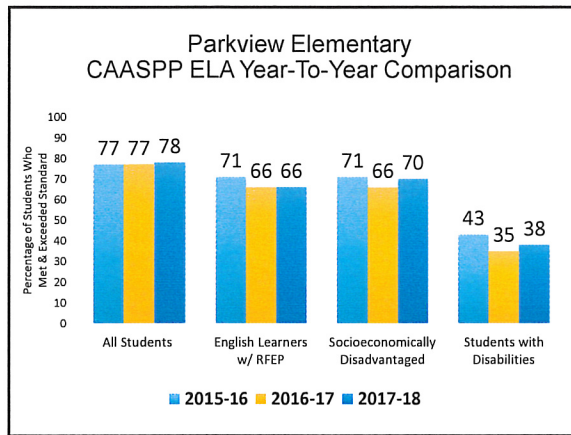
Parkview Elementary English Language Arts

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above				ALL	
High 10 points above to less than 45 points above				EL w/ RFEP	
Medium 5 points below to less than 10 points above					
Low More than 5 points below to 70 points below					
Very Low More than 70 points below					

Parkview Elementary Mathematics

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above				EL w/ RFEP	ALL
Medium 25 points below to zero					
Low More than 25 points below to 95 points below					
Very Low More than 95 points below					

Agenda Item 3.B.
May 8, 2019
Exhibit A



Social-Emotional Learning

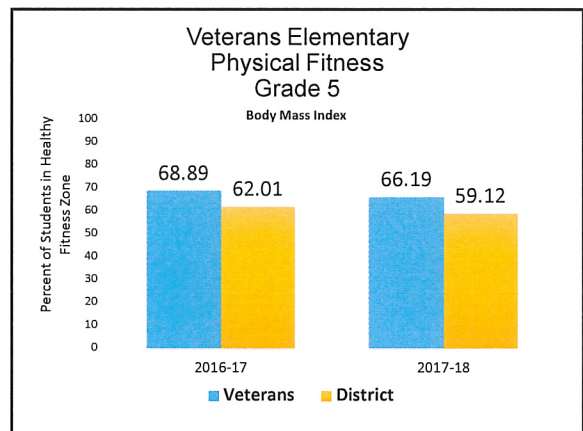
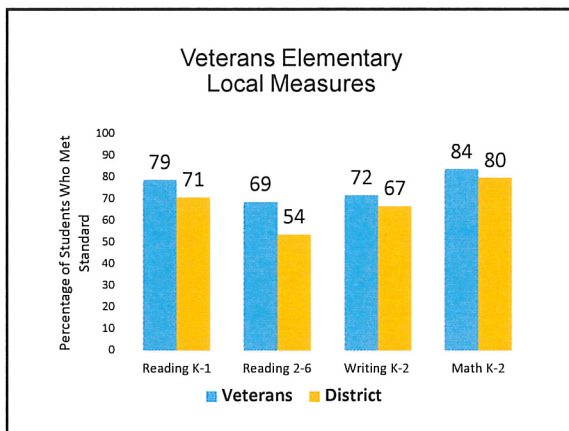
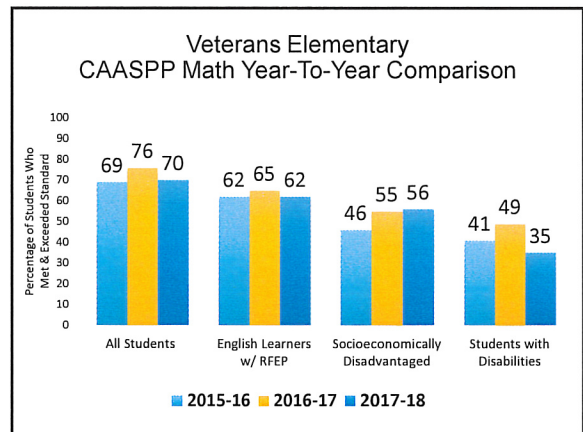
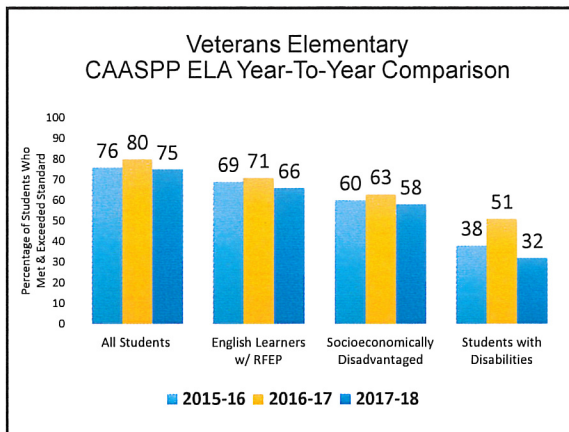
- Year 1 Implementation of Restorative Practices
- Sanford Harmony
- Parkview P.R.I.D.E
- Harmony Room
- Parkview Praise
- Empty the Cup
- MTSS Behavior Expectation Video



Agenda Item 3.B.
May 8, 2019
Exhibit A

Veterans Elementary English Language Arts					
LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above		ALL			
High 10 points above to less than 45 points above	EL w/ RFEP				
Medium 5 points below to less than 10 points above					
Low More than 5 points below to 70 points below	SWD				
Very Low More than 70 points below					

Veterans Elementary Mathematics					
LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above	EL w/ RFEP	ALL			
Medium 25 points below to zero					
Low More than 25 points below to 95 points below	SWD				
Very Low More than 95 points below					



Agenda Item 3.B.
May 8, 2019
Exhibit A



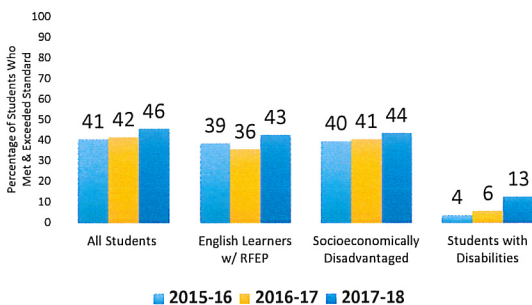
Vista Square Elementary
English Language Arts

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above					
High 10 points above to less than 45 points above					
Medium 5 points below to less than 10 points above					
Low More than 5 points below to 70 points below				ALL EL w/ RFEP	
Very Low More than 70 points below					SWD

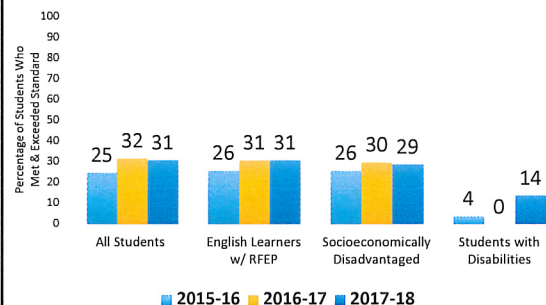
Vista Square Elementary
Mathematics

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above					
High zero points to less than 35 points above					
Medium 25 points below to zero					
Low More than 25 points below to 95 points below				ALL EL w/ RFEP	SWD
Very Low More than 95 points below					

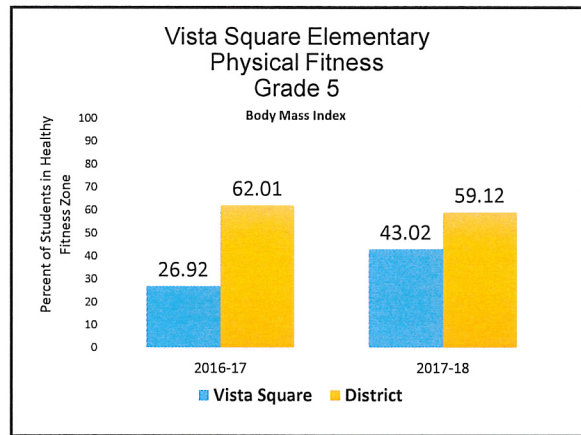
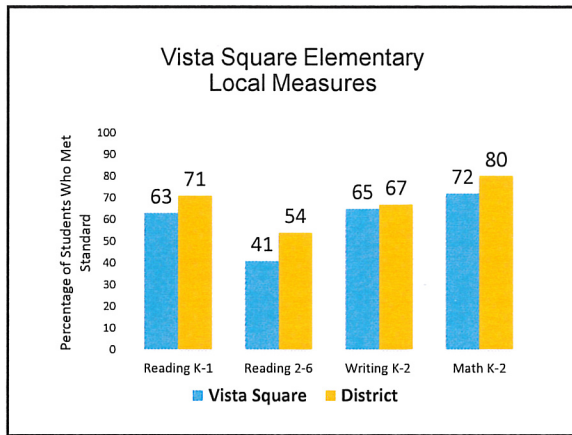
Vista Square Elementary
CAASPP ELA Year-To-Year Comparison



Vista Square Elementary
CAASPP Math Year-To-Year Comparison



Agenda Item 3.B.
May 8, 2019
Exhibit A



Nobody rides this ship, we all row!






- Restorative Practices SDCOE
- Sanford Harmony
- *PBIS Walks Schoolwide*
- Character Awards
- Success Assemblies
- Viking Treasure Tickets
- *Zen Den (Staff)*
- WOW Journal
- Dinosaur School
- Social Workers
- Trauma Informed Practices

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Report on Dual Language Immersion Instructional Programs

_____ **Action**

_____ **X** _____ **Information**

BACKGROUND INFORMATION:

A year ago, then California State Superintendent of Public Instruction Tom Torlakson launched Global California 2030, a bold initiative. Global California 2030 aims to vastly expand the teaching and learning of world languages and the number of students proficient in more than one language over the next 12 years. Currently, twenty District schools have Dual Language Immersion instructional programs, including 5,878 students who represent 20 percent of the total enrollment.

ADDITIONAL DATA:

Tonight, Language Development staff members will share information on District Global California 2030 efforts. They will provide an overview of programs, professional development, and work of the Biliteracy Leads, and detail the development of a three-year plan to strengthen current programs and to support the initiative.

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

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

This is an information item.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

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

MINUTES BOARD OF EDUCATION

Regular Meeting

April 17, 2019

6 P.M.

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

ORDER OF BUSINESS

1. OPENING PROCEDURES

*Opening
Procedures*

A. Call to Order

President Humphrey called the meeting to order at 6 P.M.

B. Roll Call

Members Present:

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

Members Absent:

None.

Others Present:

Dr. Francisco Escobedo, Superintendent
Mr. Oscar Esquivel, Deputy Superintendent
Dr. Jeffrey Thiel, Asst. Supt., Human Resources
Dr. Matthew Tessier, Asst. Supt., Innovation and Instruction
Mr. Anthony Millican, Director, Communications and Community Development
Mrs. Laura Casas, Communications Supervisor
Mrs. Soreli M. Norton, Asst. to the Supt. and Board of Education
Mrs. Araceli Vargas, Administrative Assistant II

C. Pledge of Allegiance Led by Students from Clear View, EastLake, Halesrest, Harborside, Thurgood Marshall, Corky McMillin, and Olympic View Elementary Schools

Students Victoria Cox (Marshall) and Riley Vining (McMillin) led the Pledge of Allegiance. Victoria and Riley joined fellow students

Victoria Farías (EastLake), Anthony Moreno (Harborside), Fernanda Orozco Okhuysen (Olympic View), Aidan Sweeny (Clear View), and Fatima Villanueva (Halecrest) in sharing what they are grateful for at their respective schools.

School administrators accompanied the students to the meeting. The artwork displayed in the Dr. Lowell J. Billings Board Room was prepared by Clear View, EastLake, Halecrest, Harborside, Marshall, McMillin, and Olympic View.

President Humphrey thanked the students, commended them for being so confident and articulate, and presented each with a Certificate of Appreciation and a stylus pen with the District's name.

2. APPROVE AGENDA (Action)

Motion: FARÍAS, Second: BUNKER, Vote: UNANIMOUS

Approve Agenda

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

*Presentations/
Awards*

A. Presentation of Newly Hired and Promoted Employees

Dr. Thiel introduced and welcomed new employee Student Attendant Calypso Ceja (Palomar).

B. Recognition of District Students Selected for The San Diego Museum of Art's Young Art 2019: *Breaking Traditions* Exhibition

Dr. Escobedo said The San Diego Museum of Art holds a biennial student competition and that submissions from Hilltop Drive Students Elliott Travis and Elizabeth Vega were selected. The artwork was professionally framed and is on exhibition at the museum through May 12. Dr. Escobedo presented a PowerPoint that showed the student artwork. He also commended Visual and Performing Arts Teacher Jean Westfall, who entered the students in the competition. The students were not in attendance and Dr. Escobedo said he would visit the school to present them with Certificates of Recognition.

C. Recognition of Chula Vista Safety Patrol Colonel and Lieutenant Colonels

Dr. Tessier said the Chula Vista Police Department (CVPD) advises the Safety Patrol in 42 District schools. He added that, every year, each of the schools selects a Major based on a set of specific criteria; then a panel interviews the Majors and selects one of them to be promoted to the rank of Colonel and a few to be promoted to the rank of Lieutenant Colonel. Dr. Tessier stated that this year, a panel comprising CVPD School Resource Officers selected Major Victoria

Cox (Marshall) as Colonel and Cameron Asaro (Chula Vista Hills), Aaron Hernandez (Discovery Charter), and Katarina Righellis (Veterans) as Lieutenant Colonels.

Principals Dr. Monica Loyce (Marshall), Vanessa Lerma (Chula Vista Hills), and Angela Rosendale (Veterans) introduced their respective students, saying a short statement about each of them. Aaron was not able to attend the meeting; Dr. Tessier said he would ensure Aaron is recognized at school.

President Humphrey presented each with a Certificate of Recognition and a stylus pen with the District name.

D. Recognition of 2018-19 District Classified Employee of the Year and District Classified Employee of the Year Honorees

Dr. Thiel said the District is proud for the job its very dedicated classified staff does, adding that this year, a total of 20 schools and one department participated in the Classified Employee of the Year program. He said that a committee comprising Chula Vista Classified Employees Organization (CVCEO) and District representatives had the difficult job of selecting a Classified Employee of the Year (who will represent the District at the county level) and two Honorees. Principal Chris Vickers (Casillas) introduced Honoree Shawn Duncan and Principal Vanessa Lerma (Chula Vista Hills) introduced Honoree Ania Gobbi. Principal Joseph Prosapio (Daly Academy) introduced Classified Employee of the Year Maria Arroyo. Dr. Thiel also announced that Ms. Arroyo was selected as San Diego County Employee of the Year and showed a plaque with her name that will be displayed in the District lobby for a full year.

President Humphrey congratulated and presented each of the employees with a Certificate of Recognition. She also presented Ms. Arroyo with her county award.

E. Recognition of 2018-19 District Teachers of the Year

Dr. Tessier said this year, three Teachers of the Year were selected to represent the District at the county level. He commented that the selection process is very rigorous and the committee had a difficult job of choosing only three of so many excellent educators. Dr. Tessier announced the three District Teachers of the Year: Jennifer "Jen" Mathis (Allen), Margaret Rabine (Clear View), and George Ratcliff (Casillas). Principals Sisi Garcia (Allen), Erin Mahoney (Clear View), and Chris Vickers (Casillas) introduced their respective teachers and said a few words about them. Dr. Tessier also recognized all past District Teachers of the Year who were in the audience.

President Humphrey congratulated the teachers and presented each of them with a Certificate of Recognition.

F. Report on District Cohort Schools: Clear View, EastLake, Halecrest, Harborside, Thurgood Marshall, Corky McMillin, and Olympic View Elementary for the 2017-18 School Year

Dr. Tessier introduced Principal Lead Erin Mahoney (Clear View), who presented cohort members—Principals Dr. Eric Banatao (EastLake), Amber MacDonald (Halecrest), Lisa Forehand (Harborside), Dr. Monica Loyce (Marshall), Cynthia Orr (McMillin), and Lisa Lines (Olympic View) and Associate Principals Kim Callado (Harborside) and Crystal Sutton (McMillin). The group reported on cohort and individual school efforts to support Local Control and Accountability Plan (LCAP) goals, CAASPP results, and cohort work to further students' social-emotional and physical development.

Board Members thanked the presenters, commended them on their efforts, and remarked on several portions of the report.

President Humphrey recessed the meeting at 7:15 P.M. and reconvened at 7:25 P.M.

4. COMMUNICATIONS TO THE BOARD OF EDUCATION

*Communications
to the Board*

A. Chula Vista Classified Employees Organization

CVCEO President Peter Zeitler thanked Dr. Thiel and Jorge Mora for their help with the Classified Employee of the Year, saying one of his goals is to have more participation. Mr. Zeitler remarked that Ms. Arroyo is amazing, as are Ms. Duncan and Ms. Gobbi. He highlighted the work that is done at Daly Academy and said working for the District is being part of a family dedicated of educating children.

Mr. Zeitler thanked everyone for their support and the well wishes for his son, who the previous Monday received a kidney transplant from his wife. Said both are doing well and on the way to recovering. He also wished his wife a happy birthday.

Mr. Zeitler said the District is moving forward with computer donations and thanked Dr. Tessier, Mr. Villanueva, and Instructional Technology staff for making it happen. He also thanked Purchasing Manager Ann Pering for her assistance.

B. Chula Vista Educators

Chula Vista Educators (CVE) President Susan Skala said it was nice to see all the employees and students honored and that it brings home what a family the District is.

Ms. Skala expressed concerns regarding interpretation of CVE's bargaining agreement on displaced teachers. She also requested

clarification regarding certain employees who work at charter schools, asking if they are in fact District employees. In addition, Ms. Skala spoke about assorted grievances.

Dr. Escobedo answered a variety of questions from Board Members regarding some of the issues brought up by Ms. Skala.

5. ORAL COMMUNICATIONS

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

None.

6. APPROVE CONSENT CALENDAR (Action)

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

Before approval of the Consent Calendar, Board Member Bunker requested the minutes of the special Board meeting held on March 23, 2019, be amended to reflect that she was present. Board Member Tamayo motioned to approve the Consent Calendar with the amendment.

Motion: TAMAYO, Second: FARIAS, Vote: UNANIMOUS

- A. Adopt Board of Education Meeting Minutes: Regular Meeting April 17, 2019
- B. Approve and/or Ratify Human Resources Items A Through K **2018-19.79**
- C. Adopt Resolution in Recognition of Classified School Employees and Designating May 19-25, 2019, as *Classified School Employee Week* in the Chula Vista Elementary School District **2018-19.80**
- D. Adopt Resolution in Recognition of School Nurses and Designating May 8, 2019, as *School Nurse Day* in the Chula Vista Elementary School District **2018-19.81**
- E. Adopt Resolution in Recognition of Teachers and Designating May 8, 2019, as *Day of the Teacher* in the Chula Vista Elementary School District **2018-19.82**

- F. Adopt Resolution Designating May 12-18, 2019, as *National Charter Schools Week* in the Chula Vista Elementary School District **2018-19.83**
- G. Review and Accept Quarterly Report to the San Diego County Office of Education on *Williams* Complaints for the Period of January Through March 2019
- H. Approve Agreement with the City of Chula Vista to Conduct Community Outreach for New Loma Verde Recreation and Aquatic Center Planning for the Period of April 18 Through July 31, 2019
- I. Adopt Resolution Approving Chula Vista Elementary School District's 2018-19 Education Protection Account Expenditures **2018-19.84**
- J. Approve Award of Prime Bid Package Nos. 3, 5, and 8 to Various Contractors for the Modernization/Renovation of Sunnyside Elementary School in the Amount of \$3,046,886
- K. Approve Facilities Use and Lease Agreement with Leonardo da Vinci Health Sciences Charter School for Use of Relocatable Classrooms and Shared Spaces at Karl H. Kellogg Elementary School for the Period of July 1, 2019, Through June 30, 2021
- L. Adopt Resolution Authorizing Utilization of Texas School District Region XIV Education Service Center Contract No. 02-27 for Janitorial Supplies, Equipment, Maintenance, and Repair-Related Products Awarded to Waxie Enterprises, Inc., for the Period of May 1, 2019, Through April 30, 2022 **2018-19.85**
- M. Adopt Resolution Authorizing Utilization of Texas Region 8 Education Service Center Contract No. 171106 Awarded to Mac to School dba Tech to School to Purchase Equipment and Services As Needed for the Period of April 18, 2019, Through January 26, 2021 **2018-19.86**
- N. Adopt Resolution Authorizing Utilization of Prince William County Public Schools Cooperative Bid No. R-TC-17006, Representing U.S. Communities, Awarded to Amazon Services, LLC, for Purchases As Needed, Through January 18, 2022 **2018-19.87**
- O. Approve Overnight Study Trip for Fifth Grade Students from Los Altos Elementary School to the Star of India on May 9-10, 2019
- P. Approve Overnight Study Trips for Fourth Grade Students from Lilian J. Rice Elementary School to the Star of India on May 21-22 and May 22-23, 2019
- Q. Approve Overnight Study Trip for Sixth Grade Students from Valle Linda Elementary School to the Vex Robotics World Championship in Louisville, Kentucky, from April 27 to May 1, 2019

- R. Ratify Purchase Orders, Warrants, and Checks Written/Issued Through March 29, 2019 **2018-19.88**
- S. Approve and/or Ratify Inservice/Travel Requests **2018-19.89**
- T. Approve and/or Ratify Requests for Use of District Facilities **2018-19.90**

7. PUBLIC HEARINGS

- A. Conduct Public Hearing to Receive Input on the Initial Collective Negotiations Proposal from the Chula Vista Elementary School District to Chula Vista Educators for the 2019-20 School Year

Dr. Thiel said a public hearing is required to receive input on the initial collective negotiations proposal from the District to CVE for the 2019-20 school year. He added the two articles being sunshined are Article 51 Health and Article 52 Wages.

President Humphrey opened the public hearing and asked if anyone wished to be heard.

Ms. Skala spoke on this item.

President Humphrey closed the public hearing.

- B. Conduct Public Hearing to Receive Input on the Initial Collective Negotiations Proposal from Chula Vista Educators to the Chula Vista Elementary School District for the 2019-20 School Year

Dr. Thiel said this is a public hearing on the proposal from CVE to the District and that it lists the same two articles.

President Humphrey opened the public hearing and asked if anyone wished to be heard. No one spoke. President Humphrey closed the public hearing.

8. ADMINISTRATIVE ACTION ITEMS

None.

9. FIRST AND SECOND READINGS, BOARD POLICIES, ADMINISTRATIVE REGULATIONS, AND BOARD BYLAWS

- A. First Reading/Possible Adoption: Board Policy 3000, Business and Noninstructional Operations, Concepts and Roles

Mr. Esquivel said the District wishes to update this Board Policy (BP) with current practices and following California School Boards Association (CSBA) templates.

Board Member Bunker requested two amendments on Page 4 of the BP. One to reflect that the Board shall be informed whenever District programs may be endangered by a lack of funds and a second one to reflect the Board will receive complete information from the Superintendent on all matters relating to the District's financial operations. Board Member Tamayo motioned to adopt the BP with the requested amendment.

Motion: TAMAYO, Second: FARÍAS, Vote: UNANIMOUS

- B. First Reading/Possible Adoption/Approval: Board Policy and Administrative Regulation 3470 (New), Business and Noninstructional Operations, Debt Issuance and Management

Mr. Esquivel said although this is a new BP, the information was previously included in BP 3100. This aligns the BP with CSBA's numbering system.

Motion: BUNKER, Second: HUMPHREY, Vote: UNANIMOUS

- C. First Reading/Possible Revision: Administrative Regulation 6174, Instruction, Education for English Learners

Dr. Tessier said revisions reflect California Department of Education (CDE) direction on new criteria for reclassification of English Learners: That ELs in Kindergarten through Grade 12 have an overall score of 4 in the English Language Proficiency Assessments for California. Dr. Tessier said the revisions were shared with principals and with CVE and that everyone agreed with the changes.

Motion: REYES, Second: FARÍAS, Vote: UNANIMOUS

10. GENERAL INFORMATION ITEMS/REPORTS

*Information
Items/Reports*

- A. Report Calendar to Board of Education

Dr. Reyes congratulated Valle Lindo's Robotics team for making it to the world competition in Kentucky. He said he received some calls from parents sharing a concern regarding the entrance fee and asked how it would be resolved. Dr. Escobedo said he had not heard about the issue but the District would ensure it is resolved.

11. BOARD COMMUNICATIONS

*Board
Communications*

Mrs. Bunker:

- Said the meeting was exciting because of the recognitions. Stated that, even though each person being recognized said thank you, it really is the Board who thanks them for their work and for being an example. Said she appreciates the work each District employee does.
- Thanked everyone who attended the meeting.

Mr. Farías:

- Thanked everyone for attending and staying at the meeting.
- Remarked that the District is a beacon of light because of everyone who works here. Said it is amazing that even though there are some disagreements, everyone gets back to continue working for the benefit of students and thanked Ms. Skala and CVE Vice President Rosi Martinez.

Mrs. Humphrey:

- Thanked the Human Resources Division, CVE, and CVCEO for the classy substitute reception. Said it is a nice way to say thank you to people who have a really hard job.
- Said she went to Otay to see the Guitar in the Classroom program and asked Dr. Ciriza to explain the program. It is a partnership with Guitars in the Classroom through which the organization provides music professional development for teachers and administrators and in turn participants receive supplies (in this case an ukulele and music materials).
- Shared that she visited Clear View, which is an amazing school. Recounted a story that brought her to tears about a special education student with cerebral palsy who just received a new chair. Said the student's father carried the child on his back all the way from Honduras across the border and is now going through the paperwork in order to get a job. Added that the school is doing a lot to help the student.
- Commented that she met with the people from WestEd who are gathering information on the District, saying that it was very nice being invited—as Board President—to have lunch with them and to talk about the District. Added the group was very excited when she shared the Board comprised educators, which is very rare and special and part of the success of the District—because each Board Member cares so deeply about students. Ended by saying it was an honor being part of the study and to brag about all the good things the District is doing.

Dr. Reyes:

- Enjoyed reading to the students at Castle Park and hopes to read to more students next year.

12. SUPERINTENDENT'S COMMUNICATION

*Superintendent's
Communication*

Dr. Escobedo:

- Remarked that what President Humphrey did not say is that she is a "movie star," as WestEd filmed her for a podcast the organization will create to share with other districts.
- Commented that the role of the Board is critical, as the Board sets the tone on what happens in the District and District schools. Said WestEd, the California Collaborative for Educational Excellence, and California Department of Education (CDE), want to capture what makes the District functional. Made an analogy to an organism, where each part has a role and when one does not work well, it affects all the other parts. Mentioned that CDE wants to highlight what makes up a healthy organization and said

the group did a great job. Stated they will create some type of report to highlight best practices at all levels, which will be shared with dysfunctional districts to help them heal and become better. Finished by saying it will be a very interesting journey.

13. ADJOURN TO CLOSED SESSION

Closed Session

President Humphrey adjourned to closed session at 8:10 P.M. in accordance with the following:

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

Government Code Section 54957: Public Employee Discipline/Dismissal/Release

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2018110733 for Student No. 304048

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2019010094 for Student No. 307404

Government Code Section 54956.9(d)(1): Conference with Legal Counsel – Existing Litigation in Office of Administrative Hearings, Case No. 2019011105 for Student No. 911980

14. RECONVENE TO OPEN SESSION

Open Session

President Humphrey reconvened to open session at 9:02 P.M. with all Board Members.

Clerk Reyes announced that in closed session, the Board:

Approved a settlement agreement in Office of Administrative Hearings, Case No. 2018110733 for Student No. 304048.

Motion: BUNKER, Second: HUMPHREY

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

Noes: NONE, Abstain: NONE

Approved a settlement agreement in Office of Administrative Hearings, Case No. 2019010094 for Student No. 307404.

Motion: FARIAS, Second: TAMAYO

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

Noes: NONE, Abstain: NONE

Approved a settlement agreement in Office of Administrative Hearings,
Case No. 2019011105 for Student No. 911980.

Motion: FARÍAS, Second: REYES

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

Noes: NONE, Abstain: NONE

15. ADJOURNMENT

Adjournment

President Humphrey adjourned the meeting at 9:02 P.M.

Francisco Escobedo, Ed.D., Secretary

Eduardo Reyes, Ed.D., Clerk

THE NEXT REGULAR MEETING OF THE BOARD OF EDUCATION OF THE
CHULA VISTA ELEMENTARY SCHOOL DISTRICT IS SCHEDULED ON
WEDNESDAY, MAY 8, 2019, AT 6 P.M.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

ITEM TITLE:

Adopt Resolution Celebrating the 100-Year Anniversary of Sheet Metal, Air, Rail, and Transportation Local 206

 X Action

 Information

BACKGROUND INFORMATION:

Organized sheet metal workers in San Diego date back to at least 1902, with two different organizations; the Amalgamated Association of Tin and Sheet Metal Workers and the Amalgamated Sheet Metal Workers International Association (ASMWIA).

After a series of mergers and other changes, ASMWIA granted San Diego's sheet metal workers a charter as Local 561 in 1918. In 1919, ASMWIA reissued a new charter as Local 206. In 1924, ASMWIA absorbed the chandelier, brass, and metal workers, and changed its name to Sheet Metal Workers' International Association (SMWIA). In 2012, SMWIA merged with the United Transit Union, forming the International Association of Sheet Metal, Air, and Rail and Transportation Workers (SMART).

ADDITIONAL DATA:

SMART Local 206 has provided sheet metal and heating, ventilation, and air conditioning services to San Diego and Imperial Counties for over a century and continue to proudly offer the highest trained and best skilled and equipped sheet metal workers to the local community.

The attached resolution congratulates SMART Local 206 on its 100th year anniversary of dedicated service to California, commends it for its vital role in the history of the state, and conveys sincere best wishes for its continued success.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Celebrating the 100-Year)
Anniversary of Sheet Metal, Air, Rail,)
and Transportation Local 206)

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

WHEREAS, contractors and members of Sheet Metal, Air, Rail, and Transportation (SMART)) Local 206 have distinguished themselves throughout history for their part in constructing some of San Diego's most recognizable landmarks, such as the San Onofre Nuclear Generating Station, Qualcomm Stadium, Petco Park, the San Diego County Central Courthouse, and the San Diego Convention Center; and

WHEREAS, with a history dating as early as the beginning of the twentieth century, the Local 206 origins can be traced back to October 1902, when the San Diego Local Union 276 was granted its charter by the Amalgamated Sheet Metal Workers' International Association; Local 276 members met at the Labor Temple within the A.O.F. Hall at the intersection of H and 6th Streets in downtown San Diego, which is still in use today; and

WHEREAS, forced to reorganize in 1918 after Local 276 lost its charter the previous year, San Diego's sheet metal workers received a new charter as Local 561; reissued a new charter as Local 206 in 1919, the Union has provided sheet metal and later heating, ventilation, and air conditioning services to San Diego and Imperial Counties for over a century and continue to proudly offer to homeowners, developers, and general contractors the highest trained and best skilled and equipped sheet metal workers to the local community; and

WHEREAS, it is through the tireless efforts of unions such as SMART Local 206 that the state and nation may attribute its lasting infrastructure, thriving economy, and persistent stability, factors that have come to define the culture and values of the United States; and

NOW, THEREFORE, BE IT RESOLVED that the Chula Vista Elementary School District Board of Education congratulates SMART Local 206 on its 100th year anniversary of dedicated service to the State of California, commends it for the vital role it has played in the history of this State, and conveys sincere best wishes for its continued success in the years ahead.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at its regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

Approve and/or Ratify Human Resources Items A Through I

 X **Action**

 Information

BACKGROUND INFORMATION:

A. NEW EMPLOYMENT

Crystal Allmon, Noon Duty Supervisor, 1 hour per day, 5 days per week, Range 5, Step 1, \$12.02 per hour plus 2 percent, effective April 10, 2019

Monique Camacho, Noon Duty Supervisor, 2.5 hours per day, 5 days per week, Range 5, Step 1, \$12.02 per hour plus 2 percent, effective April 15, 2019

Barbara Carrillo, Resource Specialist, 185 days, Class VI, Step 6, salary \$70,798, effective July 18, 2019

Yolanda Miller, Bus Driver, 5.6 hours per day, 5 days per week, Range 26, Step 4, \$22.48 per hour, effective April 22, 2019

Marcos Vargas-Blanco, Bus Driver, 5.12 hours per day, 5 days per week, Range 26, Step 4, \$22.48 per hour, effective April 22, 2019

B. LEAVE OF ABSENCE

Alicia Davis, Resource Teacher, effective May 17, 2019

Courtney Demchuk, Teacher, effective May 28, 2019

Augusto Ejanda II, Teacher, effective April 22, 2019

Shannon Fischer, LSH Specialist, effective July 18, 2019

Christopher Houck, Principal, effective April 29, 2019

Margaret Huggins Rubin, Teacher, effective March 1, 2019

Eryn Kane, Instructional Assistant-Special Education, effective May 6, 2019

Geri Little, Teacher, effective April 29, 2019

Cyrene Pamittan, Permit Teacher, effective April 18, 2019

Rachel Porter, Special Education Teacher, effective May 1, 2019

Vanessa Praggastis, Teacher, effective June 7, 2019

Deborah Pye, Resource Specialist, effective July 18, 2019

Melissa Rogers, Teacher, effective May 3, 2019

San Juanita Salamat, Resource Specialist, effective April 8, 2019

Marissa Stillie, Teacher, effective May 7, 2019

Sarah Stone, Teacher, effective April 24, 2019

Adriana Verduzco, Instructional Assistant-Special Education, effective May 2, 2019

C. PROMOTION

Elizabeth Miranda, from Noon Duty Supervisor to CNS I, 3 hours per day, 5 days per week, Range 12, Step 1, \$14.07 per hour, effective April 23, 2019

D. JOB DESCRIPTION

Early Intervention Program Specialist-Mental Health

Instructional Services Textbook Technician

E. REASSIGNMENT

Employee No.: 1072019215 reassignment to classroom teaching position

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

Leonard Rojas, from Carpenter/Glazier, Range 37 to Lead Carpenter/Glazier, Range 39, effective July 1, 2018

G. RESIGNATION

Yvette Albee, Instructional Assistant, effective June 6, 2019

Elsa De Anda, Instructional Assistant, effective April 10, 2019

Elena Laguna, Special Education Teacher, effective June 6, 2019

David Munoz, Principal, effective June 29, 2019

Dory Reed, Teacher, effective June 15, 2019

Grace Smith, Teacher, effective June 15, 2019

Sayetzy Vejar, School Health Clerk, effective March 1, 2019

Ana Wade, CNS I, effective April 18, 2019

H. RETIREMENT

Deborah Boerbaitz, District Social Worker, effective June 28, 2019

Christopher Fite, Teacher, effective June 5, 2018

Minviluz Haines, Teacher, effective June 7, 2019

Nancy Kerwin, Director of Student, Family, Community, and Instruction effective June 29, 2019

Rosa Lozano, Instructional Assistant-Special Education, effective August 31, 2019

Michalene Martucci, Teacher, effective June 7, 2019

Kathleen Sedillo, Teacher, effective June 7, 2019

I. CONSULTANTS

Academic Entertainment, Inc., will provide The Ultimate Human Board Game assembly program at Sunnyside. Services will be provided May 16, 2019. The sum not to exceed \$1,795 will be paid from Reimbursable Account funds.

American Orff-Schulwerk Association will provide District music teachers a 10-day Orff Schulwerk certification to support student learning through music. District music teachers will be joined by music teachers from around San Diego County and beyond in high-quality training led by nationally recognized Orff-certified trainers. Services will commence July 1 and

continue through July 12, 2019. The sum not to exceed \$20,400 will be paid from Title IV – Student Support and Academic Enrichment funds.

The Arc of San Diego will provide services including, but not limited to, cleaning the interior of District buses. Services will commence July 1, 2019, and continue through June 30, 2020. The sum not to exceed \$3,837.31 per month will be paid from Transportation funds.

Chris Rubio Productions provided a percussion movement assembly program with an emphasis on music at Sunnyside. Services were provided May 1, 2019. The sum not to exceed \$850 will be paid from Reimbursable Account funds.

On November 14, 2018, the Board approved a contract in the amount of \$10,000 with Coast Music Therapy to provide music therapy services. An amendment is required for additional services. This amendment will increase the contract in the amount of \$2,500. The amended contract sum not to exceed \$12,500 will be paid from Special Education, Special Day Class-Moderate/Severe funds.

On July 11, 2018, the Board approved a contract in the amount of \$6,500 with Dyslexia Training Institute to provide tutorial and consultation services. An amendment is required for additional services. This amendment will increase the contract in the amount of \$3,500. The amended contract amount not to exceed \$10,000 will be paid from Special Education, Special Day Class-Moderate/Severe funds.

McGrath Consulting Group will provide leadership support to the principal and teachers at Tiffany. Services will take place as follows:

May 29, 2019, through June 30, 2019. The sum not to exceed \$4,500 will be paid from Title I funds.

July 29, 2019, through June 30, 2020. The sum not to exceed \$4,500 will be paid from Title I funds.

Ninyo & Moore will provide DSA geotechnical, special inspections, and materials testing services for Sunnyside's Summer 2019 Modernization Project. The sum not to exceed \$106,650 will be paid from Capital funds.

On July 11, 2018, the Board approved a contract in the amount of \$4,000 with Pedro Olvera to provide psychoeducational assessment and consultation services, including Individualized Education Program meetings and reports. An amendment is required for additional services. This amendment will increase the contract in the amount of \$3,000. The amended contract sum not to exceed \$7,000 will be paid from District Psychological Services funds.

On February 13, 2019, the Board approved a contract in the amount of \$1,600 with PUCKidz, Inc., to provide lacrosse instructional services for the STRETCH program at Finney and Montgomery. An amendment is required for additional services. This amendment will increase the contract by \$2,000. The amended contract sum not to exceed \$3,600 will be paid from After School Education and Safety funds.

The Regents of the University of California, San Diego, SIO, Birch Aquarium provided outreach programs on sealife at Hedenkamp. Services commenced April 15 and continued through April 17, 2019. The sum not to exceed \$2,760 will be paid from Reimbursable Account funds.

Ruhnau Clarke, will provide architectural and engineering design services for new DSA pre-approved steel lunch structure for Valley Vista. The sum not to exceed \$27,500 will be paid from Capital funds.

Ruhnau Clarke, will provide architectural and engineering design services for expanding the parking area at Harborside. The sum not to exceed \$22,000 will be paid from Capital funds.

On November 16, 2016, the Board approved an agreement with SchoolDude for the EventEssentials Pro Facilities Use Cost Recovery Program. The Agreement allows for automatic annual renewal unless a written request is received by SchoolDude for non-renewal. District staff recommends renewing the Agreement for 2019-20 at a cost of \$18,862.17. This is an increase of \$898.19 from the 2018-19 renewal rate of \$17,963.98. Renewal fees will be recovered through annual facility use rental fees.

ADDITIONAL DATA:

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

STAFF RECOMMENDATION:

Recommend approval and/or ratification.

CERTIFICATED JOB DESCRIPTION

EARLY INTERVENTION PROGRAM SPECIALIST-MENTAL HEALTH

JOB SUMMARY:

Under the supervision of the Director of Early Education, assumes delegated responsibilities for student mental health services. Assists students with adjustment and behavior modification techniques that facilitate participation in a school setting. Teaches and models positive behavior management techniques and strategies to both children and families. Develops individualized treatment plan for families and observes, collects, and analyzes data pertaining to treatment plans across multiple settings. Maintains accurate data and documentation, and develops progress reports.

ESSENTIAL JOB FUNCTIONS:

- Coordinates program implementation.
- Trains and supervises program staff.
- Conducts intakes and determines treatment plans for students and families.
- Provides case management and oversight.
- Performs and supervises data collection and analysis.
- Writes comprehensive reports supported by program data.
- Provides parent education.
- Coordinates and facilitates adult support groups.
- Provides community outreach and conducts marketing and recruitment.
- Maintains confidentiality of all information related to students and families.
- Performs other duties as assigned.

ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS:

- **Education:**
Master's Degree in Counseling, Marriage and Family Therapy, Psychology, Social Work, or related field, including all courses needed to meet credential requirements.
- **Experience:**
Five years of successful experience in psychology, mental health, and/or behavior support in an educational setting. Experience in a leadership or supervisory role. Skilled in data collection and analysis. Experience designing and providing professional development and training.

- **Personal Qualities:**

Initiative, ability to provide leadership to new and experienced staff, and effective oral and written communication skills.

Ability to collaborate with school personnel, program providers, and community organizations to analyze issues and concerns and propose solutions; to establish and maintain effective organization, community, and public relationships; and to provide exemplary presentations.

Appearance, grooming, and personality that establish a desirable example for students and their families. Ability to meet District standards for physical and mental health. Above average recommendations from current and past supervisors who have observed the personal characteristics and performance in working with students, families, and peers.

Willingness to participate in required training, which may include out-of-state travel.

Flexibility of schedule; may be required to work evenings.

INSTRUCTIONAL SERVICES TEXTBOOK TECHNICIAN

JOB SUMMARY:

Under the general supervision of the Director of Professional Development and Academic Coaching, independently performs a variety of duties including ordering, distributing, and inventorying textbooks Districtwide; works with schools to adjust textbook inventory based on increased or decreased enrollment; and assists personnel in Instructional Technology and Media Services with related work. Accepts and inventories shipments of materials from vendors; works with warehouse personnel to unpack and deliver books and materials; and creates pallets of material for shipment to schools.

ESSENTIAL JOB FUNCTIONS:

- Coordinates and maintains Districtwide instructional materials and inventory through the District's textbook ordering system.
- Manages current information of instructional materials, including pricing.
- Monitors pricing for accuracy and makes adjustments in the school District textbook ordering system.
- Packs and transfers materials to schools and vendors.
- Inventories, processes, shelves, and palletizes books and materials.
- Processes requests for instructional materials.
- Orders instructional materials, library books, and general supplies.
- Follows-up with vendors to address issues related to delivery, pricing, and product quality.
- Maintains purchase order files.
- Trains personnel on ordering and processing of instructional materials and inventory.
- Provides assistance to school library staff (when necessary).
- Assists in the processing of materials for the school library media center and Instructional Technology and Media Services. (when necessary).
- Coordinates vendor and school site deliveries of both old and new instructional material.
- Provides support to special programs and projects such as Special Opportunities Session, school site modernization, summer inventory, and other departmental programs and/or committees as needed.
- Performs other related duties as assigned.

ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS:

- Evidence of successful experience with bookkeeping and statistical records; and experience using computers and software databases.
- High school diploma or AA degree, including or supplemented by course(s) in library science or accounting or equivalent training or experience.
- Knowledge of word processing and use of spreadsheets and correct English usage.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

Approve Agreement with the San Diego County Superintendent of Schools as the Authorized Agent for the San Diego County Schools Risk Management Joint Powers Authority for Participation in the Employee Assistance Service for Education Program for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

Employee Assistance Service for Education (EASE) program, which is managed by the San Diego County Schools Risk Management Joint Powers Authority (JPA) and MHN a Health Net Company™, provides services to school and college districts throughout San Diego County as well as the County Office of Education. EASE assists District employees (as well as their families), who have personal problems that negatively affect their job performance. Personal problems may stem from and include, but are not limited to, physical or mental illness; alcoholism; drug abuse; and marital, family, legal, or financial stress.

District employees have enjoyed access to the EASE program and the District wishes to enter into an agreement with the San Diego County Superintendent of Schools as the authorized agent for the JPA to continue participation in the program. The effective period of the agreement is July 1, 2019, through June 30, 2020.

ADDITIONAL DATA:

A copy of the agreement is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

The EASE participation fee for the effective period is seventy-two cents (\$0.72) per month, per monthly salaried employee, plus a two-percent surcharge for JPA general administration. The cost will be paid from the respective funding source of each eligible employee.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

Approve Agreement with the San Diego County Superintendent of Schools as the Authorized Agent for the San Diego County Schools Risk Management Joint Powers Authority for Participation in the United States Department of Transportation Drug Testing Program for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

The United States Department of Transportation (DOT), Federal Motor Carrier Safety Administration mandates all employers who require that some or all of its employees have and utilize a commercial driver's license as part of their employment to implement a controlled substance and alcohol testing program. The program must meet the requirements of the Controlled Substances and Alcohol Use and Testing Rule, Code of Federal Regulations, Title 49 Part 382.

The San Diego County Schools Risk Management Joint Powers Authority (JPA) manages a DOT program. The District, who falls under this mandate, wishes to enter into an agreement with the San Diego County Superintendent of Schools as the authorized agent for the JPA to participate in the JPA's DOT program. The agreement would be effective for the period of July 1, 2019, through June 30, 2020.

ADDITIONAL DATA:

A copy of the agreement is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

The District will pay a monthly fee equal to the charges for DOT drug testing services rendered, which vary depending on the exam provided by the testing service provider, plus a two-percent surcharge for JPA general administration. The cost will be paid from the General fund.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Approve Memorandum of Understanding with the California Association for Bilingual Education for the Binational Project GLAD® Professional Development Learning Program for Teachers for the Period of June 1 Through December 31, 2019

 X Action

 Information

BACKGROUND INFORMATION:

The California Association for Bilingual Education (CABE), in partnership with Sistema Educativo Estatal de Baja California and the District, will lead a Binational Project GLAD® Professional Development Learning Program for teachers. CABE will train and certify teachers in the latest language Guided Language Acquisition Design (GLAD) strategies in English and Spanish. The program aims to equip teachers of English and Spanish learners with tools to support their academic language development in English and Spanish. With nearly 50,000 transnational students who travel back and forth across the border, teachers will learn about Mexico's educational system and the transnational students we share. Teachers will develop high levels of academic Spanish through the collaboration with Spanish native speaking teachers and delivery of all training content in Spanish.

ADDITIONAL DATA:

Part one of the project will take place during the week of June 10 at the Grand Hotel in Tijuana, Baja California, Mexico. Two Valley Vista Elementary School teachers will attend as part of the teacher cohort.

Part two of the project will take place at Valley Vista Elementary School during the week of November 4. Valley Vista will host the teacher cohort in two second-grade classrooms, one in English and one in Spanish, for modeling GLAD strategies.

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

FISCAL IMPACT/FUNDING SOURCE:

Two Valley Vista teachers will attend the program. Registration for one teacher is complimentary and the second teacher receives a \$500 discount. The registration will be reduced to \$3,000 from \$3,500 and will be paid from Title III funds.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Approve Agreements with the San Diego County Office of Education for Participation and Services in the Outdoor Education Program for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) operates the Outdoor Education Program, which allows Grade 6 students to stay four or five days at a designated site where they are provided with hands-on learning opportunities that incorporate the Next Generation Science Standards and Common Core State Standards. The program's curriculum includes life science, biology, botany, earth science, geology, meteorology, astronomy, outdoor skills, recreation activities, and crafts.

The SDCOE requests districts to sign an agreement for each of their participating schools. These agreements allow for scheduling and other necessary preparations for use of outdoor education facilities. The agreements require the District to guarantee payment for a minimum number of students (in this case 516) to cover instructional fees, food, and lodging at SDCOE facilities. These agreements do not change the obligation of the individual schools to provide funding for participating students.

ADDITIONAL DATA:

A total of 607 students from the schools listed below are expected to participate in the Outdoor Education Program during the period of July 1, 2019, through June 30, 2020.

- Arroyo Vista Charter
- Clear View
- Halecrest
- Juarez-Lincoln
- Liberty
- Greg Rogers
- Silver Wing

Copies of the agreements are available for review in the Office of the Executive Director of Curriculum and Instruction Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

The cost of the program is covered by students, fundraisers, and site-based funds. A discounted rate will apply to the percentage of students who have been identified as socioeconomically disadvantaged at individual schools. Program fees are listed below.

Description	Cost
Five-day program	\$330 per student
Four-day program	\$280 per student

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Approve Agreement with the San Diego County Office of Education for Participation in the Science Outreach Program for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

The San Diego County Office of Education coordinates the Science Outreach Program, which includes the Green Machine, the Splash Science Mobile Lab, and the Marine Science Floating Lab.

The Green Machine curriculum aligns with the California Science Content Standards for Kindergarten through Grade 4. It consists of a presentation that describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.

The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for Grades 4 through 6. It consists of hands-on learning opportunities for students at multiple learning stations—watershed and storm drains, water conservation, San Diego estuary, and microscope.

The Marine Science Floating Lab program consists of half-day field trips on San Diego Bay with hands-on science instruction and materials.

District schools may want to take advantage of these field trip opportunities. In order for the District to participate, an agreement approved by the Board of Education is required. The agreement does not obligate the District but allows schools to participate should they choose to do so.

ADDITIONAL DATA:

A copy of the agreement is available for review in the Office of the Executive Director of Curriculum and Instruction Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

The participation fee for the Green Machine is \$510 per trip, serving up to four one-hour classes of up to 30 students each.

The participation fee for the Splash Science Mobile Lab is \$740 per trip, serving up to four one-hour classes of up to 36 students each.

The participation fee for the Marine Science Floating Lab is \$730 per morning trip and \$690 per afternoon/twilight trip, serving up to 40 people on one of two boats.

Schools utilize site-based funds to finance the field trips.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Authorize Agreements with Independent Contractors and Nonpublic Agencies to Provide Educationally Related Services for Students with Exceptional Needs for the 2019-20 School Year

 X Action

 Information

BACKGROUND INFORMATION:

Direct services (e.g., Speech Language Pathologists) are provided by independent contractors and nonpublic agencies (NPAs) only when the District is unable to provide those services with contracted District personnel.

The Department of Special Education and Instruction Services and Support wishes to execute contracts with the independent contractors and NPAs to provide educationally related services to students with exceptional needs during the 2019-20 school year.

ADDITIONAL DATA:

The attached Exhibit "A" provides a list of contractors that District staff anticipates will be needed to provide services during the 2019-20 school year.

The Department of Special Education and Instruction Services and Support anticipates the need to establish contracts with additional independent contractors and NPAs for 2019-20. However, those independent contractors and NPAs are still going through the approval and rate negotiation process with the San Diego County Office of Education. Therefore, those contracts will be submitted for Board approval at a later date. Additionally, in the event that a contract is projected to exceed the approved amount, an amended contract will be submitted to the Board for approval.

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

FISCAL IMPACT/FUNDING SOURCE:

The estimated cost for these services for the 2019-20 school year is approximately \$762,300. Costs will be paid from Special Education monies and the General Fund.

STAFF RECOMMENDATION:

Recommend authorization.

EXHIBIT “A”

Independent Contractors and NPAs for Students with Exceptional Needs July 1, 2019 Through June 30, 2020

Contractor	Type of Service	Not to Exceed
Brain Learning	Neuropsychology	\$ 80,000
Children’s Occupational Therapy	Occupational Therapy	\$ 5,000
Coast Music Therapy	Music Therapy	\$ 12,500
Daniel & Davis Optometry	Vision	\$ 4,000
Danielle Nahas	Neuropsychology	\$ 10,000
Deaf Community Services	Translation and Interpretation	\$ 7,000
Dyslexia Training Institute	Tutorial	\$ 6,500
Integral Psychological Services	Psychology	\$ 2,800
Jill Weckerly	Neuropsychology	\$ 13,000
Kids In Harmony	Psychology	\$ 3,500
Marjorie Block	Occupational Therapy	\$ 3,000
Pack & Bienes	Vision	\$ 30,000
Pedro Olvera	Psychology	\$ 7,000
PT In Motion	Physical Therapy	\$ 25,000
Robert Gray	Neuropsychology	\$ 10,500
Specialized Therapy Services	Speech	\$ 5,000
Speech Tree	Speech	\$ 12,000
SPOT Kids	Speech and Occupational Therapy	\$ 10,000
Steven Feifer	Professional Development	\$ 4,000
University of California, San Diego	Medical Consultation	\$ 10,000
Verbal Behavior Associates	Behavior Support	\$500,000
Vocal T.R.A.C.K.	Speech	\$ 1,500

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Approve Memorandum of Understanding with Robert L. Mueller Charter School for the Period of July 1, 2019, Through June 30, 2024

 X Action

 Information

BACKGROUND INFORMATION:

The existing charter for Robert L. Mueller Charter School expires on June 30, 2019. A petition was submitted to the District's Board of Education seeking renewal of the charter for a five-year term from July 1, 2019, through June 30, 2024. Mueller is a Grades TK-12 charter school with three programs.

- Mueller Charter School (Transitional Kindergarten-Grade 5)
- Mueller Charter School Leadership Academy (Grades 6-8)
- Bayfront Charter High School (Grades 9-12)

The petition for renewal of Mueller's charter was approved by the Board at its meeting on December 5, 2018, subject to specific conditions of approval. As a condition of approval, by June 30, 2019, the "Mueller Charter School Agreement" dated June 18, 2002, must be updated to the approval of the District, in consultation with Mueller's administration as follows:

- (a) To reflect any requirements of charter schools enacted into law since Mueller's Charter was last renewed.
- (b) To reasonably comprehensively describe Mueller's existing governance, administration, and operational status instead of the materially revised governance proposed without descriptions of accompanying administrative and operational changes that would also be required for the change proposed to governance.

Following the Board's conditional approval of Mueller's renewal petition, District administration, with assistance from the District's legal counsel, worked with Mueller's leadership to draft a Memorandum of Understanding (MOU) that will replace the original Agreement. The MOU outlines the clauses governing

Mueller's and the District's respective fiscal and administrative responsibilities, legal relationships, and the operation of the charter school.

The MOU satisfies the above-referenced conditions of approval of Mueller's renewal petition. It would be effective for the period of July 1, 2019, through June 30, 2024, unless terminated earlier in accordance with the MOU terms.

ADDITIONAL DATA:

A copy of the MOU is available for review in the Office of the Executive Director of Technology and Instruction Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

The District expects to receive approximately \$2,100,000 from chargeback services provided to Mueller during the 2018-19 school year.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Adopt Resolution to Establish Temporary Interfund Transfers of Special or Restricted Fund Monies for Fiscal Year 2019-20

 X Action

 Information

BACKGROUND INFORMATION:

Certain District funds may experience negative cash balances during fiscal year 2019-20 in order to meet ongoing operational expenses. Such deficits are usually temporary in nature, but a positive fund balance needs to be maintained by a temporary transfer of monies from other fund(s). Staff is recommending Board adoption of the attached resolution for fiscal year 2019-20. This will expedite the processing of transfers between District funds without a negative impact on services.

Education Code Section 42603 allows for the temporary transfer of monies between funds for the payment of obligations so long as the transfer is repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred.

ADDITIONAL DATA:

Supporting documentation is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

All transfers initiated in fiscal year 2019-20 will be repaid in accordance with the provisions of Education Code Section 42603.

STAFF RECOMMENDATION:

Recommend adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution to Establish Temporary)
Interfund Transfers of Special or)
Restricted Fund Monies for Fiscal)
Year 2019-20)

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

WHEREAS, the Governing Board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation to be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Chula Vista Elementary School District, in accordance with the provisions of Education Code Section 42603, authorizes for fiscal year 2019-20 the temporary transfer of monies between District funds provided that all transfers are approved by the Superintendent or his designee.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chula Vista Elementary School District
Resolution No.
Page 2

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Adopt Resolution Requesting Temporary Transfer of Funds for Fiscal
Year 2019-20

 X Action

 Information

BACKGROUND INFORMATION:

In addition to participating in the 2019-20 San Diego County Tax and Revenue Anticipation Notes (TRANs) Program to offset the irregular timing of property tax revenue receipts and State revenue apportionments during the year, the District seeks to have an additional option for cash borrowing. Adopting the attached Resolution will authorize the County Treasurer of San Diego to make a temporary transfer of funds available to the District in order to protect against cash deficits. The District may request funds in an amount not to exceed 85 percent of estimated secured taxes to be accrued for fiscal year 2019-20. The District has not requested funds from the County for many years, but seeks to have cash options available.

ADDITIONAL DATA:

Supporting documentation is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

This Resolution will enable the District to protect against temporary cash deficits by requesting a temporary transfer of funds from the County Treasurer if all other funds are exhausted. If funds are accessed, interest will be charged on the temporary transfer at the current rate being earned by county funds.

STAFF RECOMMENDATION:

Recommend adoption.

**CHULA VISTA ELEMENTARY
SCHOOL DISTRICT**

RESOLUTION NO. _____

Resolution Requesting)
Temporary Transfer of Funds))
for Fiscal Year 2019-20)

COUNTY OFFICE USE ONLY

Date of Transfer	Amount of Transfer	Available Balance
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

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

WHEREAS, the California Constitution, Article XVI, Section 6, and Education Code Section 42620 or 85220 provide that the County Treasurer shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for operational purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the Governing Board of the county to make such temporary transfer; such temporary transfer of funds shall not exceed 85 percent of taxes accruing to the district, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the taxes accruing to such district before any other obligation of the district is met from such taxes; and

WHEREAS, on June 19, 2019, the Board of Education of the Chula Vista Elementary School District will adopt a final budget for this District for fiscal year 2019-20 pursuant to the provisions of Education Code Section 42127 or 70901, and taxes accruing to the District for said fiscal year are estimated to be \$103,557,331; and

WHEREAS, taxes accrued to this District during fiscal year 2018-19 are estimated at \$103,749,067; and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code Section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the County Treasurer of San Diego to make a temporary transfer from the funds in his custody to this District during fiscal year 2019-20 to meet obligations incurred for operational purposes in the amount of:
 - (a) \$17,604,746 for the period from July 1 until August 31 not to exceed 17 percent of the authorized limit.
 - (b) \$88,023,731 after August 31 but not to exceed a total of 85 percent of taxes accruing to the District. This amount represents the total available temporary transfer approved by the Board of Education for fiscal year 2019-20 inclusive of the 17 percent shown in (a) above.
2. If directed by the Board of Supervisors, funds will be transferred to this District by the County Treasurer of San Diego in sums as requested by the District Superintendent and certified by him to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. The Secretary to this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chula Vista Elementary School District
Resolution No.
Page 3

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

- (1) Authorize Designated Personnel of the Chula Vista Elementary School District to Execute Documents on Behalf of the District for Fiscal Year 2019-20;
- (2) Adopt Resolutions Authorizing Designated Agents of the Chula Vista Elementary School District to Act on Behalf of the District for Fiscal Year 2019-20; and
- (3) Adopt Resolution Authorizing the San Diego County Office of Education Credentials Department to Release Credential-Held Warrants to Chula Vista Elementary School District Employees for Fiscal Year 2019-20

 X Action

 Information

BACKGROUND INFORMATION:

In accordance with various sections of the Education Code dealing with business matters, the Board of Education may authorize certain District personnel to execute documents on behalf of the District. Following is a list of specific documents and appropriate personnel recommended for authorization for fiscal year 2019-20.

- | | |
|---|--------------------------------------|
| (a) Personnel authorized to sign for property purchased from the State Education Agency. | Francisco Escobedo
Oscar Esquivel |
| (b) Personnel authorized to sign Purchase Orders, Cafeteria Deposits, Certifications of Advance of Funds, Requisitions on County Auditor for Warrants on Trust Funds, Wire Transfers, and Checks on the Cafeteria Account, Camp and Welfare Fund Account, Clearing Account, Health Insurance, Student Organizations, and Workers' Compensation Insurance. | Francisco Escobedo
Oscar Esquivel |

- | | | |
|-----|--|--------------------------------------|
| (c) | Personnel authorized to enter into contracts for public projects up to \$175,000 under California Public Contract Code Section 22030 Subject to California Uniform Public Construction Cost Accounting Act Procedures (PCC Sections 22001/22032) Pursuant to Resolution No. 2015-16.56 | Francisco Escobedo
Oscar Esquivel |
| (d) | Personnel authorized to enter into <i>emergency</i> contracts under California Public Contract Code Section 22030 Subject to California Uniform Public Construction Cost Accounting Act Procedures (PCC Section 22035/22050) Pursuant to Resolution No. 2015-16.56 and must report on the contract to the Board at each subsequent meeting until the contract is complete. | Francisco Escobedo
Oscar Esquivel |

It is requested that the Board of Education adopt the following series of resolutions designating authorized agents of the District for fiscal year 2019-20.

- | | | |
|-----|--|---|
| (a) | Resolution Authorizing Designated Agents to Act on Behalf of the District to Sign Federal and State Applications and Reports for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel |
| (b) | Resolution Authorizing Designated Agents to File an Application and to Sign Program Assurances Under Public Law 81-874 for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel |
| (c) | Resolution Authorizing Designated Agents to Enter into Contracts with the Child Development Division, California Department of Education, for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel |
| (d) | Resolution Designating Authorized Agents to Issue Duplicate Warrants for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel |
| (e) | Resolution Designating Authorized Agents to Receive Mail and Pick Up Warrants at the San Diego County Office of Education for Fiscal Year 2019-20. | Oscar Esquivel
Theresa Villanueva
Esperanza Carrasco
Bernadette Faustino |

- | | | |
|-----|--|--|
| (f) | Resolution Designating Authorized Agents to Sign Payroll Payment Orders for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel |
| (g) | Resolution Designating Authorized Agents to Sign School Orders (Commercial Warrants), Contracts, and Grant Applications for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel |
| (h) | Resolution Designating Revolving Cash Fund and Alternative Revolving Cash Fund Custodian and Designating Authorized Agents to Sign Checks for Fiscal Year 2019-20. | Francisco Escobedo
Oscar Esquivel |

In addition, the San Diego County Office of Education (SDCOE) has requested that the Board adopt a resolution authorizing the SDCOE Credentials Department to release credential-held warrants to District employees. This allows an employee to pick up his/her own warrant from the SDCOE once the employee has provided the required credential paperwork. This Resolution will be effective for fiscal year 2019-20.

ADDITIONAL DATA:

Copies of resolutions are attached.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend authorization and adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Authorizing Designated Agents)
to Act on Behalf of the District to Sign)
Federal and State Applications and Reports)
for Fiscal Year 2019-20)

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

IT IS RESOLVED AND ORDERED that:

Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel

are hereby authorized to execute applications for and on behalf of the Chula Vista Elementary School District, a public entity established under the laws of the State of California, and to file them in the Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or state financial assistance under the Natural Disaster Assistance Act.

IT IS FURTHER RESOLVED that the Chula Vista Elementary School District, a public entity established under the laws of the State of California, hereby authorizes its agents to provide to the State Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chula Vista Elementary School District
Resolution No.
Page 2

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

RESOLUTION NO.

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Agenda Item 6.M.
May 8, 2019

RESOLUTION NO.

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Agenda Item 6.M.
May 8, 2019

RESOLUTION NO. _____

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Agenda Item 6.M.
May 8, 2019

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Designating Authorized Agents)
to Receive Mail and Pick Up Warrants at)
the San Diego County Office of Education)
for Fiscal Year 2019-20)

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

IT IS RESOLVED AND ORDERED that:

The authorized agent to receive mail from the Accounting Section for fiscal year 2019-20 is Oscar Esquivel, Deputy Superintendent; and

The authorized persons to pick up warrants from the San Diego County Office of Education (other than the mail addressee) for fiscal year 2019-20 are Theresa Villanueva, Director of Fiscal Services and Support; Esperanza Carrasco, Payroll Manager; Bernadette Faustino, Accounting Manager, and Paula Rians, Payroll Supervisor. Additional authorized persons include delivery drivers Miguel Huevo, Evon Martinson, Raymond Reyes, Alexis Robles, Nathan Saragosa, and Jose Verduzco; and payroll employees Mary Miles and Elsa Verdin.

Mail Hold Consortium

☐ ☒ ☐ Monthly payroll warrants each and every month.

☐ ☒ ☐ Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions to the foregoing list of authorized persons shall be submitted in writing by Oscar Esquivel, Deputy Superintendent, to the San Diego County Office of Education.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

Manual Signatures of Authorized
Persons

Facsimile Signatures (if applicable)

Oscar Esquivel

N/A

Theresa Villanueva

N/A

Bernadette Faustino

N/A

Chula Vista Elementary School District
Resolution No.
Page 3

Manual Signatures of Authorized
Persons

Facsimile Signatures (if applicable)

_____ Esperanza Carrasco	_____ N/A
_____ Paula Rians	_____ N/A
_____ Miguel Huezo	_____ N/A
_____ Evon Martinson	_____ N/A
_____ Mary Miles	_____ N/A
_____ Raymond Reyes	_____ N/A
_____ Alexis Robles	_____ N/A
_____ Nathan Saragosa	_____ N/A
_____ Elsa Verdin	_____ N/A
_____ Jose Antonio Verduzco	_____ N/A

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Designating Authorized)
Agents to Sign Payroll Payment)
Orders for the Fiscal Year 2019-20)

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

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100, et seq., Chapter 8, Division 4, Title I of the Government Code, the following persons be and are hereby designated for fiscal year 2019-20 to ascertain and certify that each employee of the Chula Vista Elementary School District has taken the oath of allegiance:

Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

Manual Signatures of Authorized
Persons

Facsimile Signatures (if applicable)

Francisco Escobedo

Oscar Esquivel

Matthew Tessier

Jeffrey Thiel

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Designating Authorized Agents to)
Sign School Orders (Commercial Warrants),)
Contracts, and Grant Applications for Fiscal)
Year 2019-20)

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

IT IS RESOLVED AND ORDERED that pursuant to the provisions of
Education Code Section 42632 or 85232:

Francisco Escobedo
Oscar Esquivel
Matthew Tessier
Jeffrey Thiel

are hereby authorized to sign school orders (commercial warrants), contracts, and
grant applications for fiscal year 2019-20 in the name of the Chula Vista
Elementary School District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that these motions shall stand and that all
additions and deletions shall be submitted in writing to the San Diego County Office
of Education.

PASSED AND ADOPTED by the Board of Education of the Chula Vista
Elementary School District, County of San Diego, State of California, this 8th day
of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Designating Revolving)
Cash Fund and Alternative Revolving)
Cash Fund Custodian and Designating)
Authorized Agents to Sign Checks for)
Fiscal Year 2019-20)

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

WHEREAS, the expeditious purchase of services and/or materials makes it necessary that a Revolving Cash Fund and an Alternative Revolving Cash Fund be established for use by the Chief Accounting Officer of the District; and

WHEREAS, the Revolving Cash Fund and the Alternative Revolving Cash Fund were approved by the County Superintendent of Schools pursuant to Education Code Section 42800; and

WHEREAS, Oscar Esquivel is the Chief Accounting Officer of the Chula Vista Elementary School District and accepts the Revolving Cash Fund and the Alternative Revolving Cash fund as being in good order and fully reconciled to his satisfaction.

IT IS RESOLVED AND ORDERED that:

Francisco Escobedo
Oscar Esquivel

are authorized to sign checks on the Revolving Cash Fund and the Alternative Revolving Cash Fund for fiscal year 2019-20 for and on behalf of the Chula Vista Elementary School District.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

Manual Signatures of Authorized
Persons

Facsimile Signatures

Francisco Escobedo

Oscar Esquivel

RESOLUTION NO. _____

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Agenda Item 6.M.
May 8, 2019

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Premier Support Agreement with Microsoft Corporation Through SHI International Corp. as a Large Account Reseller of Microsoft Corporation Software for the Period of June 28, 2019, Through June 27, 2020

 X Action

 Information

BACKGROUND INFORMATION:

The District makes use of Microsoft software to provide essential instructional and business software services to students and staff. These software services are hosted on District servers as well as the Microsoft Azure Cloud. The Student Information System and Financial System databases, Voice Over Internet Protocol, Information System and Financial System databases, Voice Over Internet Protocol phone system, Azure Identity Management (SSO), Office 365 email, teams, One-Drive storage management, districtwide anti-virus, email filtering services, mobile device management, Azure backup and recovery service, and intranet websites are among the applications supported by Microsoft software.

The complexity of these products requires that, at times, District technical staff must contact Microsoft experts to resolve functional issues or consult about implementation/deployment of products. Approval of the Microsoft Premier Support Agreement through SHI International Corp. will provide for expedited access to the most experienced Microsoft software engineers and help ensure that assistance is delivered in a timely manner.

ADDITIONAL DATA:

A copy of the agreement is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

Cost of services provided through the Microsoft Premier Support Agreement are projected to be \$105,855.20 for 2018-19, and are projected to be \$80,152.80 in 2019-20. Fees will be paid from the General Fund.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Authorize Staff to Enter Into a Volume License Agreement with Microsoft Corporation Through SHI International Corp. as a Large Account Reseller of Microsoft Corporation Software for the Period of June 1, 2019, Through May 31, 2020

 X Action

 Information

BACKGROUND INFORMATION:

The Chula Vista Elementary School District (District) purchases Microsoft software licenses on an ongoing basis to install Microsoft software on computers and servers used by students, teachers, and support staff. This software is required to facilitate instructional and administrative functions. Licenses are installed and used at all school sites, the Education Service and Support Center, and the District Corporate Yard.

A volume license agreement allows the District to centralize new software purchases and upgrades. This enables the Information Technology Services Department to distribute and manage licenses, freeing school sites and departments from allocating funds that would have to be spent on Microsoft software upgrades. In addition, a volume license agreement streamlines tracking of license use throughout the District by allowing installation and use of Microsoft licensed software on all District computers and servers from a single pool. Through the volume license agreement, the District acquires up-to-date Microsoft software for all its computers and servers, taking advantage of better features at a lower cost per unit.

As a member of the California Educational Technology Professionals Association (CETPA), the District is able to piggyback and participate in the CETPA Microsoft Strategic Alliance (CAMSA) Program supported by SHI International Corp. (SHI). This is a statewide purchasing contract with Microsoft for the Educational Enrollment Solution (EES) Program. CETPA conducted a rigorous and competitive Request for Proposals process to engage with a large account reseller and selected SHI to provide reseller services. This contract serves as a master purchasing vehicle for private and public school districts throughout California and

provides Kindergarten through Grade 12 (K-12) school districts with aggressive pricing, service, and support for EES Microsoft licensing.

ADDITIONAL DATA:

Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

Individual K-12 educational organizations pay CAMSA prices based on the number of what the CAMSA contract defines as knowledge workers. "A knowledge worker is any employee who uses a product or qualified device for the benefit of the institution." The CAMSA contract allows the District to pay at Level C pricing, granted only to institutions with 10,000 or more knowledge workers. That translates to a 20 percent reduction from Level A, which is what the District would pay otherwise.

The cost of the CAMSA volume license agreement for 2019-20 will be \$399,925.90. This is \$136,036.40 more compared to the 2018-19 cost of \$263,889.50, a 34% increase. The primary reason for the increase is an upgrade in the license from Level A3 to Level A5 to provide additional cyber protection of District electronic information. In recent years the risk of data and identify theft has gone up dramatically. The additional cost will pay for the purchase of advanced security and protection services licenses, such as advanced threat analytics that may identify malicious content not detectable by traditional scanning techniques, and more automated blocks when user accounts are compromised. Due to the increase in the number and sophistication of electronic crime and fraud, there is a need to implement ways to make it more difficult to compromise employee and student credentials used to access district online assets. Costs will be paid from the General Fund.

STAFF RECOMMENDATION:

Recommend authorization.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Adopt Resolution Authorizing Utilization of City of San Diego Proposal No. 10089315-18-K, Fuel, Awarded to SC Commercial, LLC, dba The SoCo Group, for Purchasing Various Gasoline and Diesel Fuels for the Period of May 1, 2019, Through April 30, 2024

 X Action

 Information

BACKGROUND INFORMATION:

The City of San Diego conducted a formal proposal process for the purchase of various gasoline and diesel fuels. The proposal submitted by The SoCo Group was determined to have been the most responsive/responsible proposal received by the City of San Diego. As a result of the evaluation performed, the City of San Diego awarded Proposal No. 10089315-18-K, Fuel, to The SoCo Group on April 8, 2019. The proposal included a Piggyback Clause to allow local government agencies to purchase fuels at the same price and upon the same terms and conditions as the awarding agencies pursuant to Sections 20118 and 20652 of the Public Contract Code of California.

The proposal will be used to purchase fuel from The SoCo Group for the District's bus fleet and white fleet.

ADDITIONAL DATA:

Copies of Proposal No. 10089315-18-K and contract documents are available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

The District spent \$368,185 in 2017-18 on fuel, which was paid through the General Fund. To date, the District has spent \$285,365 on fuel for 2018-19. Pricing for the District is based on the daily published rate for fuel, as identified by the Oil Price Information Service (OPIS).

STAFF RECOMMENDATION:

Recommend adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution Authorizing Utilization)
of City of San Diego Proposal)
No. 10089315-18-K, Fuel, Awarded to)
SC Commercial, LLC, dba The SoCo)
Group, for the Purchase of Various)
Gasoline and Diesel Fuels for the)
Period of May 1, 2019 through)
April 30, 2024)

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

WHEREAS, the City of San Diego has conducted a cooperative proposal process for various gasoline and diesel fuels that allows the Chula Vista Elementary School District to purchase or contract under the proposal as an eligible agency pursuant to Sections 20118 and 20652 of the Public Contract Code of California; and

WHEREAS, SC Commercial, LLC, dba The SoCo Group (The SoCo Group), agrees to provide the various gasoline and diesel fuels to the Chula Vista Elementary School District under the terms and conditions of the City of San Diego Request for Proposal No. 10089315-18-K, Fuel; and

WHEREAS, this Board has determined it to be in the best interest of the District to contract with The SoCo Group to meet the needs of the Chula Vista Elementary School District.

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED that participation by the Chula Vista Elementary School District in the City of San Diego Proposal No. 10089315-18-K awarded to The SoCo Group, is hereby authorized and approved and is subject to all terms, conditions, and documents as specified in the City of San Diego proposal documents.

BE IT FURTHER RESOLVED, ORDERED, AND DECLARED that Francisco Escobedo, Superintendent and Secretary to the Board of Education of the Chula Vista Elementary School District, or his designee is hereby authorized to execute the necessary contract documents with The SoCo Group.

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Renewal of Bid No. 15/16-5 for Phone System Maintenance with ATEL Communications, Inc., for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

On May 18, 2016, the Board awarded Bid No. 15/16-5 to ATEL Communications, Inc. (Atel). In May 2017, the contract was renewed for an additional term. During the previous two terms, ATEL provided certified technical support and repairs to the District's NEAX 2400 IMX and the NEC 2000 IVX phone switches, the Octel Serenade Voice Mail System, and the Mutare Scheduler.

Renewal of this contract will allow continued support of the NEC Corporation NEAX 2400 and 2000 Private Branch Exchange (PBX) phone switches that service the Education Services and Support Center (District Office) and 16 schools on the Legacy NEC System. A migration plan has been developed to replace the current NEC system at all sites and the District Office by 2020-21. This is the third renewal term allowed under the contract.

ADDITIONAL DATA:

Copies of the agreement are available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

ATEL Communications, Inc., will not impose any increase in the cost per site, for the 2019-20 term. The annual cost for services is estimated at \$15,300 and will be paid through the General Fund.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Award of Bid No. 18/19-7 to Diamond Jack Enterprises, Inc.; Food 4 Thought, LLC.; and Gold Star Foods for Produce Products for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

Bid No. 18/19-7 for Produce Products was advertised and distributed to nine vendors. Bids were received from five vendors and read aloud at the bid opening held on April 10, 2019. The bid was awarded in two sections, Section A-Fresh and Prepared Fruits and Vegetables; and section B-Farm to School, California Grown Fruits.

After review of the bid documents the District is making the following recommendations: for Section A, Gold Star Foods, Inc., and for Section B, Diamond Jack Enterprises, Inc.; Food 4 Thought, LLC; and Gold Star Foods. Section A was awarded by lowest overall total, and Section B was awarded by line item due to various vendors' ability to obtain the farm fresh fruits. The Child Nutrition Services Department will place orders to fulfill fruit and vegetable product needs as part of the District's National School Lunch and School Breakfast Programs. In addition, the District's produce needs may be subsidized by the United States Department of Agriculture (USDA) Fresh Fruit And Vegetables Ordering Receipt System (FFAVORS) program, that is run by each State.

ADDITIONAL DATA:

Copies of the bid documents are available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

All produce products delivered under this contract will be paid from Child Nutrition Services funds. Bid No. 18/19-7 results are below:

Section A - Fresh and Prepackaged Fruits and Vegetables

Vendor	Bid Amount
Gold Star Foods, Inc.	\$279,940.40
Diamond Jack Enterprises, Inc.	308,270.00
Family Tree Produce, Inc.	321,894.00
Sunrise Produce Company	323,119.60
Food 4 Thought, LLC	No Bid This Section

Section B - California Grown - Farm-to-School

Item	Lowest Cost Vendor	Unit of Measure	Qty.	Cost Per Unit
Apples	Food 4 Thought, LLC	Each	342,000	\$0.199
Grapes	Gold Star Foods	Case	100	\$24.95
Kiwi	Gold Star Foods	Each	10,000	\$0.17
Mandarins	Food 4 Thought, LLC	Each	10,000	\$0.175
Nectarines	Gold Star Foods	Each	20,000	\$0.22
Oranges	Diamond Jack Enterprises, Inc.	Case	100	\$16.50
Peaches	Diamond Jack Enterprises, Inc.	Each	20,000	\$0.22
Pears	Gold Star Foods	Each	10,000	\$0.17
Plums	Gold Star Foods	Each	10,000	\$0.20
Watermelon	Food 4 Thought, LLC	Each	9,200	\$3.58

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Award of Bid No. 18/19-8 to Galasso's Bakery for Bread Products for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

Bid No. 18/19-8 for Bread Products was advertised and distributed to six vendors. Bids were received from two vendors and read aloud at the bid opening held on April 10, 2019. Galasso's Bakery submitted the lowest responsive, responsible bid for the delivery of all fresh bread products. The Child Nutrition Services Department will place daily orders, excluding Wednesdays, to fulfill bread product needs as part of the District's National School Lunch and School Breakfast Programs.

ADDITIONAL DATA:

Copies of the bid documents are available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

All bread products (Hoagie Rolls, Hamburger Buns, Hot Dog Buns, and Dinner Rolls) delivered under this contract will be paid from Child Nutrition Services funds. Bid results are below:

Vendor	Bid Amount
Galasso's Bakery	\$75,470.00
Gold Star Foods	81,200.00

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Renewal of Proposal No. 15/16-6 with Verizon Wireless for Cellular Phone Services for the Period of July 1 Through December 31, 2019

 X Action

 Information

BACKGROUND INFORMATION:

At its February 17, 2016, meeting the Board of Education approved award of Proposal No. 15/16-6 to Verizon Wireless, utilizing the National Association of State Procurement Officials (NASPO) Value Point (NVLPT) Contract No. 1907 and the State of California's participating Addendum NO. 7-10-70-16.

The District currently receives service for 85 cellular lines, 16 broadband devices and internet connectivity for 11 iPad/tablet devices. Verizon Wireless is the District's current cellular phone service provider. Extension of this contract will allow end users the ability to utilize current equipment, enable services to continue without interruption, and provides end users with an extensive coverage area.

ADDITIONAL DATA:

A copy of the proposal received is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

The estimated charges for services in 2018-19 are projected to be approximately \$40,000. The costs may increase or decrease in 2019-20, which will be determined by the District's service needs.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Renewal of Contract with AT&T Utilizing the State of California CALNET 3 Statewide Contract A, No. C3-A-12-10-TS-01, for Subcategories 1.1, 1.4, and 1.6 for Telecommunication Services for the Period of July 1, 2019, Through June 30, 2020

 X **Action**

 Information

BACKGROUND INFORMATION:

At its February 12, 2014, meeting the Board of Education authorized the Chula Vista Elementary School District to utilize the State of California CALNET 3 Statewide contract for Telecommunication Services.

The District utilizes three of the six subcategories that were awarded under the CALNET 3 contract, the subcategories are as follows:

- Subcategory 1.1, Dedicated Transport
- Subcategory 1.4, Long Distance
- Subcategory 1.6, Legacy Telecommunications

The District currently receives services under these subcategories through AT&T. An extension of this contract will allow the District to provide uninterrupted service to our school sites and district office.

ADDITIONAL DATA:

A copy of the CALNET 3 contract is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

The estimated annual cost for services provided by AT&T is \$ 243,000 and will be paid through the General Fund.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Amendment No. 3 to Purchase Agreement and Escrow Instructions for Village 3 Elementary School Site (School No. 47)

 X Action

 Information

BACKGROUND INFORMATION:

On March 8th, 2017 the Board adopted a Resolution to Approve Real Property Acquisition by the Chula Vista Elementary School District from HomeFed Village III Master, LLC, for School Site No. 47 and to Authorize Related Actions. Adoption of the Resolution also approved the Purchase Agreement and authorized the Superintendent, or his designee, to execute the Purchase Agreement and take other actions necessary to complete the acquisition of the site.

The original Purchase Agreement provided that the District would complete its due diligence and either approve or disapprove the proposed school site by December 3, 2017. The due diligence process requires an extensive review by the California Department of Education (CDE) and the Department of Toxic Substance Control (DTSC). As a result, the CDE and DTSC requirements typically extend the due diligence process. On December 6, 2017, the Board approved Amendment No. 1 to the Purchase Agreement to extend the due diligence period by one year and thirty (30) days to January 2, 2019, in order to give the District until the end of such extension period to complete its investigations and/or other actions required in order to move forward with the purchase of proposed School Site No. 47.

Due to DTSC and CDE requirements, the District did not expect to complete its investigations and/or other actions required before the extension provided in Amendment No. 1 expired. On November 14, 2018, the Board approved Amendment No. 2 in order to extend the due diligence period until 5:00 p.m. Pacific time on, June 30, 2019.

The District now expects that the DTSC will require a Supplemental Site Investigation. This will not allow the District to complete its due diligence by June 30, 2019. Therefore, the District is now seeking approval to amend the Purchase Agreement (Amendment No. 3) in order to extend the due diligence period until 5:00 PM Pacific time on December 31, 2019.

ADDITIONAL DATA:

Copies of the Purchase Agreement, Amendments, and additional information are available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

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

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Accept Donation

 X Action

 Information

BACKGROUND INFORMATION:

On April 10, 2019, members from the Fredericka Club at Fredericka Manor met with Superintendent Francisco Escobedo and presented a donation of \$1,000 to the District. The Fredericka Club has expressed that these funds be used to benefit the Visual and Performing Arts music program.

ADDITIONAL DATA:

District staff will write a letter of appreciation for the above donation.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend acceptance.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve Annual Requests for Use of District Facilities from Nonprofit and Community Organizations, Clubs, and Associations; and Certain Commercial Organizations for the Period of July 1, 2019, Through June 30, 2020

 X Action

 Information

BACKGROUND INFORMATION:

Each year, the District receives numerous requests for use of facilities from nonprofit and community organizations, clubs, and associations, as well as commercial organizations wishing to offer after-school enrichment programs to students for a fee. It is recommended that the Board approve the attached Community List and Commercial Organizations List for use of facilities for the 2019-20 school year. Requests from new organizations and/or other organizations such as church groups, homeowners associations, and private citizens will continue to be presented to the Board for approval as they are received.

ADDITIONAL DATA:

The Community List is attached as Exhibit "A." The Commercial Organizations List is attached as Exhibit "B". Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend approval.

EXHIBIT "A"

Nonprofit and Community Organizations, Clubs, and Associations Annual Requests for Use of District Facilities July 1, 2019, Through June 30, 2020

- American Cancer Society
- American Diabetes Association
- American Red Cross
- Bonita Vista Vocal Music Foundation
- Boy Scouts of America
- Boys & Girls Clubs
- California Retired Teachers Association
- California Fitness Fun
- Calvary Chapel Chula Vista
- Champion Youth Outreach Programs, Inc.
- Child Development Associates
- **Child Evangelism Fellowship**
- Christian Youth Theater (CYT)
- **Christi's Advanced Dance**
- Chula Vista, City of
- Chula Vista Classified Employees Organization
- Chula Vista Community Collaborative
- Chula Vista Educators
- Community Health Centers
- **Council for Teaching Filipino Language and Culture**
- **County of San Diego**
- Del Sol Congregation of Jehovah's Witnesses
- Drama Kids San Diego
- Ed Ladder, The
- Family Resource Centers
- Fit Kids America, Inc.
- Girl Scouts of America
- Girls on the Run San Diego
- Gloria World Mission
- Heartlight Dance/San Diego
- **High Tech High School**
- **Horizon Christian Fellowship**
- **Interactions for Peace**
- **Jewish Family Services**
- Kaiser Permanente
- Kiwanis International
- Mad Science of San Diego
- **Montgomery HS Jr. Aztecs**
- National School District
- National Youth Sports
- Optimist International
- Parent Clubs
- Parent-Teacher Associations
- Parent-Teacher Clubs
- Parent-Teacher Organizations
- Promise Neighborhood
- **Real Life Church San Diego**
- Registrar of Voters, San Diego County
- Restored Church of South Bay
- Rotary International
- **SANDAG (San Diego Association of Governments)**
- San Diego, City of
- San Diego, County of
- San Diego Association of Governments
- San Diego Blood Bank
- San Diego State University
- San Diego Youth Symphony Community Opus Project
- San Ysidro School District
- Scripps Health
- Senior Community Centers of San Diego
- Sonshine Haven
- South Bay Community Services
- South Bay Family YMCA
- South Bay Union School District
- Southpoint Church
- Southwestern Community College
- Spanish Academy
- Special Olympics
- Sports for Exceptional Athletes
- St. Rose of Lima Church
- **Stemdude Foundation, Inc.**
- Sweetwater Union High School District
- Toastmasters International, Inc.
- University of California, San Diego
- University of San Diego
- Youth Sports Leagues, Local (AYSO, Little League, PopWarner/PeeWee Football, Girls Softball, etc.)
- YMCA of San Diego County
- Zumba by Guadalupe Guzman

EXHIBIT "B"

Commercial Organizations Offering After-School Enrichment Programs Annual Requests for Use of District Facilities July 1, 2019, Through June 30, 2020

- Academic Chess
- Adult Sports Leagues
- After School Chess Club
- After School Homework Club
- Apple Student Tours
- Aram Studios (Music)
- **Art Shed Kids**
- Brilliant Foreign Language Education
- Cabo Homeowners Association
- Charlene's Dance and Cheer
- Core Club
- Eastlake Karate
- First Service Residential (Sedona HOA)
- Golf Squad
- Kids Like Clay
- **Life Touch**
- Junior Builder Academy
- Marie Zhivago
- Misa's Nerium International
- **Miss Amy's Yoga**
- Mountain Lake Chess Camp
- **Neisha's Dance Academy**
- One-on-One Basketball
- **Play-Well TEKnologies**
- Pride Martial Arts
- PUCKidz, Inc.
- **Robo Think Chula Vista**
- San Diego Science Alliance
- **Self-Discovery, Inc.**
- Smart Mind Robotics
- Soccer Shots East/South San Diego
- Student Impact
- Super Soccer Stars
- ThoughtSTEM LLC
- **Ukelele Club**
- **Yoga with Erin Barker**
- **Yoga Rascals**
- Your Court Tennis
- Youth Tennis San Diego

* Organizations in bold type are new.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve and/or Ratify Inservice/Travel Requests

 X Action

 Information

BACKGROUND INFORMATION:

See attached listing.

ADDITIONAL DATA:

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

FISCAL IMPACT/FUNDING SOURCE:

See attached listing.

STAFF RECOMMENDATION:

Recommend approval and/or ratification.

INSERVICE/TRAVEL REQUESTS

Individual	Event	Destination	From	To	Est'd Cost	Funding	CVESD Location
Esquivel, O	Budget Perspectives: 2019-20 May Revision Workshop	San Diego	05/21/19	05/21/19	\$0	None	Business Services
Faustino, B	Budget Perspectives: 2019-20 May Revision Workshop	San Diego	05/21/19	05/21/19	\$0	None	Business Services
Stone, S	FBI Range Day Presentations	San Diego	04/19/19	04/19/19	\$26	District Admin	Business Services
Stone, S	USD Emergency Operations Center Functional Exercise	San Diego	04/24/19	04/24/19	\$20	District Admin	Business Services
Stone, S	InfraGard Education Sector Resource Fair	San Diego	05/01/19	05/01/19	\$20	District Admin	Business Services
Sullivan, T	Putting It All Together Session	San Diego	04/24/19	04/24/19	\$29	District Admin	Business Services
Villanueva, T	Putting It All Together Session	San Diego	04/24/19	04/24/19	\$29	District Admin	Business Services
Villanueva, T	Budget Perspectives: 2019-20 May Revision Workshop	San Diego	05/21/19	05/21/19	\$0	None	Business Services
Barton, A	Code.org Computer Science Fundamentals Workshop	San Diego	04/18/19	04/18/19	\$0	None	EastLake
Clayton, C	Code.org Computer Science Fundamentals Workshop	San Diego	04/18/19	04/18/19	\$146	Site Control	EastLake
Johnston, T	Code.org Computer Science Fundamentals Workshop	San Diego	04/18/19	04/18/19	\$146	Site Control	EastLake
Forehand, L	Intro to Restorative Justice Training...Using Circles Effectively	San Diego	05/08/19	05/09/19	\$100	LCAP	Harborside
Carroll, R	Greater San Diego Rdng Assoc 2019 Literacy Awards Lnchn	San Diego	05/11/19	05/11/19	\$65	District Admin	Instructional Services
Ciriza, G	Greater San Diego Rdng Assoc 2019 Literacy Awards Lnchn	San Diego	05/11/19	05/11/19	\$65	District Admin	Instructional Services
Fogaren, E	Digging Deeper Into MTSS Practices Conference	Nw Orleans, LA	04/10/19	04/12/19	\$1,233	District Admin	Instructional Services
Fogaren, E	Chula Vista Chamber of Commerce First Friday Breakfast	Chula Vista	05/03/19	05/03/19	\$20	District Admin	Instructional Services
Mahoney, E	Greater San Diego Rdng Assoc 2019 Literacy Awards Lnchn	San Diego	05/11/19	05/11/19	\$65	District Admin	Instructional Services
Maldonado, A	Chula Vista Chamber of Commerce First Friday Breakfast	Chula Vista	05/03/19	05/03/19	\$20	District Admin	Instructional Services
Stoneburg, M	Greater San Diego Rdng Assoc 2019 Literacy Awards Lnchn	San Diego	05/11/19	05/11/19	\$65	District Admin	Instructional Services
Sweeney, S	Greater San Diego Rdng Assoc 2019 Literacy Awards Lnchn	San Diego	05/11/19	05/11/19	\$65	District Admin	Instructional Services
Reyes, M	2019 General and Special Education Conference	San Diego	05/10/19	05/10/19	\$235	Title I	Lauderbach
Grisier, C	CABE Scholarship Awards Breakfast	Chula Vista	05/04/19	05/04/19	\$10	Site Control	Liberty
Caguioa, J	Health and Physical Advisory Meeting	San Diego	04/30/19	04/30/19	\$172	LCAP	Marshall/McMillin
Miller, D	2019 Annual Visible Learning Conference	Las Vegas, NV	07/06/19	07/10/19	\$1,873	Title I	Rogers
Perezchica, T	2019 Annual Visible Learning Conference	Las Vegas, NV	07/06/19	07/10/19	\$1,873	Title I	Rogers
Ridgels, J	2019 Annual Visible Learning Conference	Las Vegas, NV	07/06/19	07/10/19	\$1,873	Title I	Rogers
Scott, T	2019 Annual Visible Learning Conference	Las Vegas, NV	07/06/19	07/10/19	\$1,099	Title I	Rogers
Sheppy, B	2019 Annual Visible Learning Conference	Las Vegas, NV	07/06/19	07/10/19	\$1,873	Title I	Rogers
Humphrey, L	CSBA Delegate Assembly Meeting	Sacramento	05/17/19	05/19/19	\$932	District Admin	Supt/Board Member
Faddis, T	CTC Think Tank	Sacramento	05/22/19	05/22/19	\$443	District Admin	Supt/Special Assignment
Faddis, T	2019 Annual Visible Learning Conference	Las Vegas, NV	07/06/19	07/10/19	\$1,241	Wallace Fndtn	Supt/Special Assignment

*Estimated cost per participant. Funds may vary by site for this event

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

INSERVICE/TRAVEL REQUESTS

Individual	Event	Destination	From	To	Est'd Cost	Funding	CVESD Location
Cabotage, O	Summer Reading Institute 2019	Santa Ana	06/16/19	06/20/19	\$968	Title I	Tiffany
Garcia, L	Summer Reading Institute 2019	Santa Ana	06/16/19	06/20/19	\$968	Title I	Tiffany
Jones, A	Anxiety in Young People Workshop	National City	05/31/19	05/31/19	\$25	Title I	Tiffany
Loyola, E	Summer Reading Institute 2019	Santa Ana	06/16/19	06/20/19	\$968	Title I	Tiffany
Price, C	Summer Reading Institute 2019	Santa Ana	06/16/19	06/20/19	\$968	Title I	Tiffany
Randolph, J	Summer Reading Institute 2019	Santa Ana	06/16/19	06/20/19	\$968	Title I	Tiffany
Ruize, J	Summer Reading Institute 2019	Santa Ana	06/16/19	06/20/19	\$968	Title I	Tiffany
Boston, D	2019 General and Special Education Conference	San Diego	05/08/19	05/10/19	\$499	Title I	Vista Square
Cepeda, P	2019 General and Special Education Conference	San Diego	05/08/19	05/10/19	\$499	Title I	Vista Square
Gil, L	2019 General and Special Education Conference	San Diego	05/08/19	05/10/19	\$499	Title I	Vista Square
Lorick, S	2019 General and Special Education Conference	San Diego	05/08/19	05/10/19	\$499	Title I	Vista Square
Tucker, G	2019 General and Special Education Conference	San Diego	05/08/19	05/10/19	\$499	Title I	Vista Square
Various Participants	Innovation in Education Awards	San Diego	05/22/19	05/22/19	*\$85	District Admin	Various Locations

*Estimated cost per participant. Funds may vary by site for this event

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

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Approve and/or Ratify Requests for Use of District Facilities

 X Action

 Information

BACKGROUND INFORMATION:

Site	Requested by	Facility/Time/Date/Purpose	Fees per Hour
Juarez-Lincoln	Montgomery High School Jr. Aztecs	Basketball Court Wednesdays, 3:15 – 4:45 pm April 17, 2019 to June 1, 2019 Co-ed Basketball Practice	No Fee
Veterans	Ukelele Club (Mr. Ford)	Classrom Mondays, Weekly, 2:30-4:00 pm April 22 – June 5, 2019 Ukelele Class	\$9.00

ADDITIONAL DATA:

Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

Facilities use permit fees are deposited into the District's General Fund.

STAFF RECOMMENDATION:

Recommend approval and/or ratification.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

Adopt Initial Collective Negotiations Proposal from the Chula Vista Elementary School District to the Chula Vista Educators

 X Action

 Information

BACKGROUND INFORMATION:

At its meeting on April 17, 2019, the Board of Education conducted a public hearing to receive input on the Collective Negotiations Proposal (Initial Proposal) from the District to Chula Vista Educators.

ADDITIONAL DATA:

The Initial Proposal is attached for approval. Additional information is available for review in the Office of the Assistant Superintendent for Human Resources Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend adoption.

**Initial Proposal from the Chula Vista Elementary School District
to Chula Vista Educators
April 17, 2019**

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 *et seq.*), the Chula Vista Elementary School District (“District”) sunshines the following articles for collective bargaining with the Chula Vista Educators (“Association” or “CVE”).

Article #	Article
51	Health
52	Wages

The District reserves the right to add to, delete from, amend, or modify its proposal during the meeting and negotiation process; to address related articles; and to correct grammatical and typographical errors throughout the entire contract.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

Approve Submission of Declaration of Need for Fully Qualified Educators for the 2019-20 School Year

 X Action

 Information

BACKGROUND INFORMATION:

Because of the statewide shortage of qualified and competent teachers, the state has provided a means for California school districts to hire teachers who are not fully credentialed in their area(s) of teaching. In some districts, this may be general education, mathematics, science, or CLAD/BCLAD teachers.

The District is currently able to successfully recruit and retain fully credentialed teachers in all areas except special education and BCLAD teachers. Thus, there are times when the District enters into partnerships with universities to hire teachers who are in the process of fulfilling the requirements for their special education credential. In order to permit the District to hire these teachers, the Board of Education is required to approve an annual Declaration of Need for Fully Qualified Educators.

ADDITIONAL DATA:

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

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend approval.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Adopt Resolution of the Board of Education of the Chula Vista Elementary School District, San Diego County, California, Authorizing the Issuance of 2019 General Obligation Bond Anticipation Notes, and Actions Related Thereto

 X Action

 Information

BACKGROUND INFORMATION:

In November 2018, local voters approved Measure VV with a 67.75% yes vote, a \$150 million general obligation bond that will provide funds to renovate and modernize facilities, upgrade security and safety infrastructure, implement energy saving measures and improve technology access within the Chula Vista Elementary School District's (District's) 46 schools, Education Services and Support Center, and Transportation Yard. Improvements and enhancements at District facilities will provide equitable resources for all students and staff.

In order to proceed with planned District modernization projects and other needed capital improvement projects, the District is requesting authorization of not-to-exceed \$60,000,000 in Bond Anticipation Notes (BANs) to fund the projects over the next few years. The BANs are short-term borrowings, and are expected to be repaid with a general obligation bond issuance under Measure VV in 2023.

Pursuant to Chapter 1 of Title 1, Division 1, Part 10, of the Education Code of the State of California, entitled "Bonds of School Districts and Community College Districts" (the "Act"), and in particular pursuant to the authority set forth in Section 15150 of the Act, the governing board of a school district may, by resolution, upon such terms and conditions as it shall prescribe, issue notes, on a negotiated or competitive-bid basis, maturing within a period not-to-exceed five years from the date of initial issuance thereof, in anticipation of the sale of general obligation bonds authorized at the time the notes are issued.

The District deems it in the best interest of the District to authorize, for the purpose of funding the acquisition, construction and improvement of school facilities and related equipment in accordance with Measure VV, the issuance of a series of such notes, designated as the "Chula Vista Elementary School District (San Diego County, California) 2019 General Obligation Bond Anticipation Notes", in a

principal amount not-to-exceed sixty million dollars (\$60,000,000), and at interest rates not to exceed the maximum prescribed by law.

ADDITIONAL DATA:

Stradling Yocca Carlson & Rauth will provide legal services as bond counsel, and Dale Scott & Company, Inc., will provide financial advisory services.

Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

Proceeds of the general obligation bond BANs will be deposited into a General Obligation Bond Building Fund to be held by the San Diego County Treasurer and be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities as further described in the full text ballot proposition submitted to voters. No money will be used for administrator or teacher salaries or other school operating expenses. The BANs are projected to be repaid with the issuance of a general obligation bond Pursuant to Measure VV in 2023.

STAFF RECOMMENDATION:

Recommend adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution of the Board of)
Education of the Chula Vista)
Elementary School District,)
San Diego County, California,)
Authorizing the Issuance of)
2019 General Obligation Bond)
Anticipation Notes, and Actions)
Related Thereto)

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

WHEREAS, a duly called election was held in the Chula Vista Elementary School District (the "District"), San Diego County (the "County"), State of California on November 6, 2018 (the "Bond Election") and thereafter canvassed pursuant to law; and

WHEREAS, at the Bond Election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds (the "Bonds") of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$150,000,000 and payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

WHEREAS, pursuant to Chapter 1 of Title 1, Division 1, Part 10, of the Education Code of the State of California, entitled "Bonds of School Districts and Community College Districts" (the "Act"), and in particular pursuant to the authority set forth in Section 15150 of the Act, the governing board of a school district may, by resolution, upon such terms and conditions as it shall prescribe, issue notes, on a negotiated or competitive-bid basis, maturing within a period not-to-exceed five years from the date of initial issuance thereof, in anticipation of the sale of general obligation bonds authorized at the time the notes are issued; and

WHEREAS, the proceeds from the sale of such notes shall be used only for authorized purposes of the anticipated bonds; and

WHEREAS, at this time the Board of Education (the "Board") of the District deems it in the best interests of the District to authorize, for the purpose of funding the acquisition, construction and improvement of school facilities and

related equipment in accordance with the Authorization, the issuance of a series of such notes, designated as the “Chula Vista Elementary School District (San Diego County, California) 2019 General Obligation Bond Anticipation Notes” (the “Notes”), in a principal amount not-to-exceed sixty million dollars (\$60,000,000), and at interest rates not to exceed the maximum prescribed by law;

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by its municipal advisor with respect to the Notes, as set forth in Exhibit B hereto, and the requirements of Section 5852.1 have been satisfied;

WHEREAS, pursuant to the Act, in the event that the sale of Bonds does not occur prior to the maturity of the Notes, the Board shall direct the Authorized Officers (as defined herein) of the District, in order to repay the Notes then maturing, to cause renewal notes (the “Renewal Notes”) to be issued to repay the Notes and interest thereon;

WHEREAS, Renewal Notes may not be issued after the sale of the Bonds in anticipation of which the original Notes are being issued and the total amount of the Notes or Renewal Notes thereof issued and Outstanding may not at any time exceed the total amount of the unsold Bonds of the Authorization; and

WHEREAS, if the Notes shall be payable five years from the date of the issuance of the Notes, such that the District is unable to issue Renewal Notes under the Act, then the Notes shall be payable from the proceeds of the sale of Bonds or from other funds of the District lawfully available for the purpose of repaying the Notes, including State grants; and

WHEREAS, the District desires to establish a Building Fund (defined herein) in which proceeds of the Notes will be deposited; and

WHEREAS, the District desires to establish a Debt Service Fund (defined herein) into which shall be deposited, as further described herein, any premium received by the District from the sale of the Notes, premium and proceeds from the sale of any Renewal Notes, premium and certain proceeds received from the sale of Bonds issued to repay the Notes or Renewal Notes, as applicable, and any proceeds of the *ad valorem* tax levied to pay interest on the Notes, if any; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District or notes in anticipation thereof, and the indebtedness of the District, including this proposed issue of Notes and the Bonds, is within all limits prescribed by law;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT DOES HEREBY, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Certain Definitions. As used in this Resolution, the terms set forth below shall have meanings ascribed to them (unless otherwise set forth in the Purchase Agreement or the Official Statement described herein):

“Accreted Interest” means, with respect to Capital Appreciation Notes, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

“Accretion Rate” means, unless otherwise provided in the Purchase Agreement, that rate which, when applied to the Denominational Amount of a Capital Appreciation Note, and compounded semiannually on each February 1 and August 1 (commencing on August 1, 2019 unless otherwise provided in the Purchase Agreement), produces the Maturity Value on the maturity date.

“Accreted Value” means, as of the date of calculation, with respect to Capital Appreciation Notes, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2019 (unless otherwise provided in the Purchase Agreement) at the stated Accretion Rate thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

“Authorized Officers” means the Superintendent, President of the Board, the Deputy Superintendent, or an authorized designee thereof.

“Beneficial Owner” means, when used in reference to book-entry Notes registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Notes pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

“Bond Register” means the books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Notes shall be recorded.

“Capital Appreciation Notes” means those Notes the interest component of which is compounded semiannually on each February 1 and August 1, commencing on August 1, 2019 (unless otherwise provided in the Purchase Agreement) to maturity.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Certificate” means that certain contractual undertaking originally executed by the District in connection with the issuance of the Notes, pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and as it may be amended from time to time in accordance with the terms thereof.

“Current Interest Notes” means those Notes the interest on which is payable semiannually on each Note Payment Date specified for such Notes as designated, and maturing in the years and in the amounts set forth, in the Purchase Agreement.

“Denominational Amount” means the initial principal amount of Capital Appreciation Notes.

“Depository” means the securities depository acting in such capacity for the Notes pursuant to the provisions hereof.

“DTC” means the Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository.

“Holder” or **“Owner”** means the registered owner of a Note as set forth on the registration books maintained by the Paying Agent.

“Information Services” means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District or the Paying Agent may select.

“Maturity Value” means the Accreted Value of any Capital Appreciation Note on its maturity date.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successor and assigns or, if such corporation shall be dissolved or liquidated or no longer shall perform the functions of a securities rating agency, such other nationally recognized securities rating agency as may be designated by the District.

“Note Payment Date” means (unless otherwise provided by the Purchase Agreement), February 1 and August 1 of each year commencing August 1, 2019 with respect to the interest on the Current Interest Notes; August of each year with respect to the principal payments on the Current Interest Notes; and, with respect to the Capital Appreciation Notes, the stated maturity dates thereof.

“Official Statement” means the Official Statement for the Notes described herein.

“Outstanding” means, when used in reference to the Notes, as of any date, Notes theretofore issued or thereupon being issued pursuant to this Resolution, except: (i) Notes cancelled at or prior to such date, (ii) Notes in lieu of or in substitution for which other Notes shall have been delivered, or (iii) Notes for the payment of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity date of such Notes) in accordance with Section 19 hereof.

“Paying Agent” means the County of San Diego acting through the Office of the Treasurer-Tax Collector, or a successor thereto, acting as authenticating agent, bond registrar, transfer agent and paying agent for the Notes.

“Permitted Investments” means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) the Local Agency Investment Fund of the California State Treasurer, (iv) State and Local Government Series Securities, (vi) a guaranteed investment contract meeting the requirements of the County investment policy, and (vii) the San Diego County Treasurer’s Pooled Investment Fund.

“Principal” or **“Principal Amount”** means, with respect to any Note, the initial principal amount or Denominational Amount thereof.

“Purchase Agreement” means the note purchase agreement or similar contract by and between the District and the Underwriter relating to the sale and delivery of the Notes. To the extent the Notes are sold pursuant to more than one Purchase Agreement, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

“Record Date” means the 15th day of the month preceding each Note Payment Date.

“S&P” means S&P Global Ratings, its successor and assigns, or if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency as may be designated by the District.

“Transfer Amount” means, with respect to any Outstanding Current Interest Note, the principal amount, and with respect to any Outstanding Capital Appreciation Note, the Maturity Value.

“Treasurer” means the Treasurer-Tax Collector of the County, or other similar officer.

“Underwriter” means Morgan Stanley & Co. LLC.

Section 2. Appointment of Paying Agent. This Board does hereby appoint the County of San Diego, acting through the Office of the Treasurer-Tax Collector, to act as the Paying Agent for the Notes. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Notes may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Section 3. Authorization of Issuance of Notes; Terms Thereof. The Board hereby determines to and authorizes the issuance of not-to-exceed \$60,000,000 principal amount of Notes pursuant to Section 15150 of the Act; to be numbered R-1 (and consecutively upward in order of issuance if more than one Note is registered); to be dated the date of delivery thereof; to mature on one or more dates set forth in the Purchase Agreement described in Section 13 below within a period not-to-exceed five years from the date of delivery and on a day on which banks in New York or California are open for business; to bear or accrete interest (as applicable) at the rate or rates determined at the time of sale of the Notes, but in no instance in excess of the rate or yields permitted by law, and payable on one or more dates as specified in the Purchase Agreement. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the designated office of the Paying Agent.

The Notes may be issued in one or more series, with appropriate series designation if more than one series of notes is issued, and further as any combination of Current Interest Notes and Capital Appreciation Notes. The Notes shall be issued as fully registered notes registered as to both principal and interest, in denominations of (i) \$5,000 principal amount or any integral multiple thereof (with respect to the Current Interest Notes) or (ii) \$5,000 Maturity Value or any integral multiple thereof (with respect to Capital Appreciation Notes).

Each Current Interest Note shall bear current, periodic interest from the Note Payment Date next preceding the date of authentication thereof unless it is authenticated as of the 16th day next preceding any Note Payment Date to that Note Payment Date, inclusive, in which event it shall bear interest from such Note Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its date of delivery. Interest shall be payable

on the respective Note Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Notes will not pay interest on a current basis. The Capital Appreciation Notes shall accrete in equal daily amounts from their date of delivery at their respective Accretion Rates per annum, compounded semiannually on February 1 and August 1 of each year as provided in the Purchase Agreement. The approximate Accreted Value of the Capital Appreciation Notes on such dates shall be set forth in the table of Accreted Value attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value table and the Accreted Value caused to be calculated by the District, if any, by application of the definition of Accreted Value set forth in Section 1 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Note.

Section 4. No Levy of Tax for Payment of Interest on the Notes. The District does not intend to levy on taxable property within the District *ad valorem* taxes during the period the Notes are Outstanding to pay the interest due on the Outstanding Notes when due and the Notes are not secured by or payable from *ad valorem* taxes.

Section 5. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures, and with any further changes thereto necessary to correct or cure any defect, inconsistency, ambiguity or omission therein. The Notes shall be initially registered in the name of "Cede & Co." as nominee of DTC, and shall be evidenced by one or more notes in the aggregate initial Principal Amount of the Notes. DTC is hereby appointed Depository for the Notes. Registered ownership may not thereafter be transferred except as set forth in Section 6 hereof. There shall be simultaneously delivered with each Note, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation respecting the validity of said Notes and, immediately following such legal opinion, a certificate executed with the manual or facsimile signature of the Clerk of the Board of Education, said certificate to be in substantially the following form:

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

[Manual/Facsimile Signature]
Clerk of the Board of Education

Section 6. Transfer and Exchange of Notes. Subject to the provisions of Section 7 hereof, the registration of any Note may, in accordance with its terms, be transferred, upon the Bond Register kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note or Notes shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note or Notes, for a like tenor, maturity and Transfer Amount. The Paying Agent shall require the Owner of a Note requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The District may require the Owner requesting such registration of transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration of transfer. The Paying Agent may treat the registered Owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this Resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 7 hereof, Notes may be exchanged at the office of the Paying Agent in authorized denominations and in a like aggregate Transfer Amount. The Paying Agent shall require the payment by the Owner of a Note requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Paying Agent may require the Owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent or the District with respect to such exchange.

Section 7. Use of Depository.

(a) The Notes may be initially registered as provided in Section 5 hereof. In such event, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any Substitute Depository designated pursuant to clause (ii) of this Section 7 (a "Substitute Depository"); provided, that any successor of Cede & Co., as nominee of DTC or a Substitute Depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any Substitute Depository not objected to by the Paying Agent, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (2) a determination by the District to substitute another Depository for DTC (or its successor) because DTC or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as Depository; provided, that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or Substitute Depository or its successor) from its functions as Depository, or (2) a determination by the District to remove DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section 7, upon receipt of the Outstanding Notes by the Paying Agent, together with a request of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such request of the District. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 7, upon receipt of the Outstanding Notes by the Paying Agent together with a request of the District to the Paying Agent, new Notes shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such a request of the District. Thereafter, Notes shall be transferred pursuant to Section 6 hereof.

(c) The District and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the

Paying Agent shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any Beneficial Owners of the Notes and neither the District nor the Paying Agent will have any responsibility or obligations, legal or otherwise, to the Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except for the Owner of any Notes.

(d) So long as the Outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 8. Deposit of Note Proceeds.

(a) The purchase price received from the Underwriter pursuant to the Purchase Agreement, to the extent of the Principal Amount thereof, shall be paid to the Treasurer to the credit of the fund of the District hereby created and established and to be known as the "Chula Vista Elementary School District Election of 2018 General Obligation Bonds Building Fund" (the "Building Fund"), which fund shall be kept separate and distinct from all other County funds, and those proceeds deposited therein shall be used solely for the purpose for which the Notes are being issued, provided that such proceeds shall be applied solely to authorized purposes of the Bond Election. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. The County shall have no responsibility for assuring the proper use by the District of funds on deposit in the Building Fund. At the election of the District, the Building Fund may be established as a subaccount of, or otherwise combined with, any fund established by the County for the purpose of holding proceeds of any bonds, Notes or Renewal Notes issued pursuant to the Authorization.

(b) The purchase price received from the Underwriter pursuant to the Purchase Agreement, to the extent of accrued interest or net original issue premium, shall be paid to the Paying Agent and kept separate and apart in the fund hereby created and established and to be designated as the "Chula Vista Elementary School District 2019 Bond Anticipation Notes Debt Service Fund" (the "Debt Service Fund"), and which fund shall be used only for payment of principal of and interest on the Notes, and for no other purpose. Any proceeds of Bonds or Renewal Notes received by the District and other funds of the District lawfully

available for the purpose of repaying the Notes shall be deposited into the Debt Service Fund or otherwise applied to pay the principal of and interest due on the Notes. Any amounts on deposit in the Debt Service Fund are hereby irrevocably pledged to the repayment of the Notes. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Notes not needed for the authorized purposes set forth herein for which the Notes are being issued shall be transferred to the Debt Service Fund and applied as provided for in this Section 8.

If, after payment in full of the Notes, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the debt service fund of any outstanding Bonds or Renewal Notes issued under the Authorization.

(c) There is hereby created and established the "Chula Vista Elementary School District 2019 General Obligation Bond Anticipation Notes Costs of Issuance Fund" (the "Costs of Issuance Fund") which shall be accounted for separately and distinctly from all other District funds and accounts. At the time of issuance of the Notes, an Authorized Officer may direct that the Costs of Issuance Fund be held in the County treasury or by The Bank of New York Mellon Trust Company, as a fiscal agent, or by another fiscal agent selected by an Authorized Officer and may transfer, or cause to be transferred, to the Costs of Issuance Fund from the amount that would have been deposited to the Building Fund an amount not to exceed two percent (2.0%) of the initial Principal Amount of the Notes issued. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Officer of the District, solely to pay Costs of Issuance.

Notwithstanding any of the foregoing, the provisions of this Section 8 as they relate to the application of any proceeds from the sale of the Bonds may be amended by the Purchase Agreement so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act and other laws applicable to the Bonds.

Section 9. Investment of Proceeds of the Notes; Tax Covenants.

(a) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments pursuant to applicable law and the County investment policy. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment.

(b) The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, so long as any of the Notes are Outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be “arbitrage bonds.”

Furthermore, the District will not make any use of the proceeds of the Notes or any other funds of the District, or take or omit to take any other action, that would cause the Notes to be “private activity bonds” within the meaning of Section 141 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Notes are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Notes. In furtherance of the foregoing tax covenants of this Section 8, the District covenants that it will comply with the instructions and requirements of the Tax Certificate to be executed and delivered by the District on the date of issuance of the Notes, which are incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Notes.

If required by the Tax Certificate executed upon the issuance of the Notes, the District will establish with the County a Rebate Fund for purposes of paying any rebate owed under the Code.

Section 10. Payment of Notes.

(a.) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from proceeds of the sale of any Renewal Notes, Bonds, or from other funds of the District lawfully available for the purpose of repaying the Notes, including State grants. The District covenants that, prior to the maturity of the Notes, it shall issue or cause to be issued either Bonds or Renewal Notes in an amount sufficient to pay the principal and interest due on the Notes and, if it is unable to issue Bonds or Renewal Notes in such amount, it will use its best efforts to identify other lawfully available funds, including State grants or the proceeds of other obligations, including certificates of participation, to repay the Notes, together with interest thereon.

(b.) Issuance of Renewal Notes. In the event that the sale of the Bonds does not occur prior to the maturity of the Notes, and if the Notes are payable at a fixed time less than five years from the date of issuance of the Notes, the District shall cause Renewal Notes to be issued for the purpose of paying the Notes. The renewal of such Notes may not occur after the sale of Bonds in anticipation of which the Notes were issued.

The total amount of the Notes and Renewal Notes issued and Outstanding may not at any time exceed the total amount of the unsold Bonds of the Authorization.

(c.) Maximum Term of Renewal Notes. Any Renewal Notes shall be payable at a fixed time not more than five years from the date of the original issuance of the Notes.

Section 11. Execution of Notes. The President of the Board, or a designated deputy thereof, is hereby authorized to sign the Notes manually or by facsimile signature, and the Secretary or Clerk of the Board, or a designated deputy thereof, is hereby authorized to countersign the Notes manually or by facsimile signature and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Note is manually signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. If the Paying Agent delivers temporary

Notes, it shall execute and deliver definitive Notes in an equal aggregate Principal Amount or Maturity Value of authorized denominations, when available, and thereupon the temporary Notes shall be surrendered to the Paying Agent. Until so exchanged, the temporary Notes shall be entitled to the same benefits hereunder as definitive Notes.

Section 12. Redemption.

(a) Terms of Redemption. The Notes shall be subject to redemption prior to maturity as provided in the Purchase Agreement.

(b) Selection of Notes for Redemption. Whenever provision is made hereunder for the optional redemption of Notes and less than all outstanding Notes are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Notes for redemption as so directed, and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Notes for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Note to be redeemed in part shall be in a Principal Amount of \$5,000, or any integral multiple thereof, and the portion of any Capital Appreciation Note to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof.

(c) Notice of Redemption. The Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Notes (or portions thereof). Each Redemption Notice shall specify (a) the Notes or designated portions thereof (in the case of redemption of the Notes in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption shall be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Notes to be redeemed, (f) the Note numbers of the Notes to be redeemed in whole or in part and, in the case of any Note to be redeemed in part only, the portion of the Principal Amount of such Note to be redeemed, and (g) the original issue date, interest rate or Accretion Rate and stated maturity date of each Note to be redeemed in whole or in part.

The Paying Agent shall take the following actions with respect to each such Redemption Notice: (a) at least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Notes designated for redemption so long as the Notes are registered in the name of the Depository, or its nominee, in such manner

as complies with the requirements of the Depository, and otherwise by registered or certified mail, postage prepaid, to the Owners at their addresses appearing on the bond register; (b) at least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Information Services; and (c) provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided hereunder shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Notes. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Notes shall bear or include the CUSIP number, if any, identifying, by issue and maturity, the Notes being redeemed with the proceeds of such check or other transfer.

(d) Rescission of Notice of Redemption. With respect to any notice of optional redemption of Notes (or portions thereof) as described above, unless upon the giving of such notice such Notes or portions thereof shall be deemed to have been defeased as described in Section 19 of this Resolution, such notice shall state that such redemption shall be conditioned upon the receipt by an independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the principal or Accreted Value of, and premium, if any, and interest on, such Notes (or portions thereof) to be redeemed, and that, if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Notes shall be subject to redemption on such date and the Notes shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such notice in the same manner as such notice was originally provided.

(e) Partial Redemption of Notes. Upon the surrender of any Note redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Note or Notes of like tenor and maturity and of authorized denominations equal in Transfer Amount to the unredeemed portion of the Note surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(f) Effect of Notice of Redemption. If notice of redemption is given as described above, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) has been set aside as described in Section 19 hereof, the Notes to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, moneys for the optional redemption of all the Notes to be redeemed, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if Redemption Notice thereof shall have been given as described above, then from and after such redemption date, interest on the Notes to be redeemed shall cease to accrue and become payable. All money held for the redemption of Notes shall be held in trust for the account of the Owners of the Notes to be so redeemed.

(g) Notes No Longer Outstanding. When any Notes (or portions thereof), which have been duly called for redemption prior to maturity pursuant to the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Notes or portions thereof, and, if applicable, accrued interest thereon the date fixed for redemption, all as provided in the Resolution, then such Notes shall no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

Section 13. Purchase Agreement. The Notes shall be sold at a negotiated sale, which is hereby determined to provide more flexibility in the timing of the sales therefor, an ability to implement such sales in a shorter time period, an increased ability to structure the Notes to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Notes to potential purchasers prior to their sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The form of Purchase Agreement, by and between the District and the Underwriter, substantially in the form presented to this meeting and on file with the Clerk of the Board is hereby approved. The

Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Agreement substantially in the form presented to this meeting, with such changes therein, deletions therefrom and modifications thereto as the officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum true interest cost on the Notes shall not exceed the maximum rate allowed by law and that the Underwriter's discount, excluding original issue discount and costs of issuance to be paid by the Underwriter, shall not exceed ____% of the principal amount of the Notes. The Authorized Officers, each alone, are hereby further authorized to determine the maximum principal amount of Notes to be specified in the Purchase Agreement, up to \$60,000,000, and to accept or reject the purchase price proposed by the Underwriter subject to the limitations set forth above.

Section 14. Authorization of Preliminary Official Statement and Official Statement. The Preliminary Official Statement relating to the Notes, substantially in the form on file with the Clerk of the Board, is hereby approved. The Authorized Officers, each alone, are hereby further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Notes and shall be directed to deliver copies of any final Official Statement to the purchasers of the Notes in accordance with the terms of the Purchase Agreement. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

Section 15. Continuing Disclosure Certificate. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The form of the Continuing Disclosure Certificate appended to the Preliminary Official Statement is hereby approved, and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Continuing Disclosure Certificate substantially in such form, with such changes therein, deletions therefrom and modifications thereto as the officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

Any Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not constitute a default hereunder or result in acceleration of the Notes.

Section 16. Supplemental Resolution; Amendment.

(a) The provisions of this Resolution, and the rights and obligations of the District and of the Owners of the Notes issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate principal amount of the Outstanding Notes, exclusive of Notes, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Note, affected, reduce the principal amount of any Note, reduce the interest rate payable thereon, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) The provisions of this Resolution, and the rights and obligations of the District and of the Owners of the Notes, issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners (i) to add additional covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect; (ii) to add additional limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect; (iii) to confirm as further assurance any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; (iv) to cure any ambiguity or omission, or cure to correct any defect or inconsistent provision in this Resolution; or (v) to amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not adversely affect the interests of the Owners of the Notes.

(c) Any act done pursuant to a modification or amendment consented to as provided in Section 16(a) above shall be binding upon the Owners of all the Notes and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Section 17. Resolution To Constitute Contract. In consideration of the purchase and acceptance of any and all of the Notes authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Notes, as applicable; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Notes, as applicable, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other note or bond, as applicable.

Section 18. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Notes which remain unclaimed for one (1) year after the date when such Notes have become due and payable and moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Notes become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of the Notes shall look only to the District for the payment of such Notes; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Notes, at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 19. Defeasance. All or any portion of the Notes may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, if required, is sufficient to pay all Notes designated for defeasance, including the Accreted Value or Maturity Value thereof, at or before their maturity date, as applicable; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with any amounts transferred from the Debt Service Fund or other cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge all Notes designated for defeasance (including all principal or Accreted Value thereof, interest thereon and redemption premium, if any) at or before their maturity date;

Then, notwithstanding that any of such Notes shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Notes shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Notes not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the

right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

Section 20. Delivery of Notes; Further Actions. The proper officials of the District are hereby authorized and directed to deliver the Notes to the Underwriter in accordance with the Purchase Agreement. All actions heretofore taken by the officials and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officials of the District are hereby authorized and directed, for and in the name and on behalf of the Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution.

Section 21. Legislative Determinations; Other Actions.

(a) The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the District have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

(b) In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the Municipal Advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Notes, (b) the sum of all fees and charges paid to third parties with respect to the Notes, including an estimate of the costs of issuance, (c) the amount of proceeds of the Notes expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest

paid or funded with proceeds of the Notes, and (d) the sum total of all debt service payments on the Notes calculated to the final maturity of the Notes plus the fees and charges paid to third parties not paid with the proceeds of the Notes. The Board finds and determines that the provisions of Government Code Section 5852.1 have been satisfied with respect to the authorization of the Notes. Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Agreement or the Official Statement.

(c) Stradling Yocca Carlson & Rauth, a Professional Corporation has been appointed to act as Bond Counsel and Disclosure Counsel to the District in connection with the issuance of the Notes. Dale Scott & Co. has appointed to act as Municipal Advisor to the District in connection with the issuance of the Notes. Morgan Stanley & Co. LLC is appointed to act as the Underwriter in connection with the issuance of the Notes.

Section 22. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

Section 23. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED, AND APPROVED this 8th day of May 2019.

BOARD OF EDUCATION OF THE CHULA
VISTA ELEMENTARY SCHOOL DISTRICT

By: _____
Laurie K. Humphrey, President

Attest:

Eduardo Reyes, Clerk
Board of Education
Chula Vista Elementary School District

PASSED AND ADOPTED by the Board of Education of the Chula Vista Elementary School District, County of San Diego, State of California, this 8th day of May 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the Office of said Board.

Secretary to the Board of Education

EXHIBIT A

(Form of Current Interest Note)

Registered No. 1

\$ _____

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT
(SAN DIEGO COUNTY, CALIFORNIA)
2019 GENERAL OBLIGATION BOND ANTICIPATION NOTE**

Rate of
Interest: Dated Date: Maturity Date: CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, Chula Vista Elementary School District (the "District"), San Diego County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the principal office of the San Diego County Treasurer, as Paying Agent (the "Paying Agent") the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date, and interest thereon until the Principal Amount is paid or provided for, at the Rate of Interest stated above, on February 1 and August 1 of each year (the "Note Payment Dates"), commencing August 1, 2019. This Note will bear interest from the Note Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Note Payment Date to the Note Payment Date, inclusive, in which event it shall bear interest from such Note Payment Date, or unless it is authenticated on or before July 15, 2019, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars (\$ _____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted on May 8, 2019 under and by authority of Sections 15150 *et seq.*, Chapter 1 of Title 1, Division 1, Part 10 of the Education Code of the State of California (the "Act"), and, in particular, pursuant to the authority set forth in Section 15150 of the Act, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from the proceeds of the sale of general obligation bonds authorized at a duly called election held in the District on November 6, 2018 and thereafter canvassed pursuant to law, or of any bond anticipation notes in renewal of the Notes, or from other funds of the District lawfully available for the purpose of repaying the notes, including State grants. Interest on the Notes shall also be payable from the *ad valorem* tax levied to pay such interest thereon.

This Note is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the Paying Agent in San Diego, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except this Note shall not be transferred or exchanged later than the fifteenth day prior to the maturity date hereof. Upon such transfer, a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

IN WITNESS WHEREOF, the District has caused this Note to be executed by the President of its Board of Education by manual or facsimile signature and countersigned by the Secretary by manual or facsimile signature this ____ day of _____, 20__.

**CHULA VISTA ELEMENTARY SCHOOL
DISTRICT**

By: _____ (Facsimile Signature)
President of the Board of Education

COUNTERSIGNED:

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the Note Resolution referred to herein which has been authenticated and registered on _____, 20__.

By: SAN DIEGO COUNTY TREASURER, as
Paying Agent

Authorized Signatory

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

(Facsimile Signature)

[Secretary to/Clerk of] the Board of Education

_____ ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

(Form of Capital Appreciation Note)

Registered No. ____

\$_____

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT
(SAN DIEGO COUNTY, CALIFORNIA)
2019 GENERAL OBLIGATION BOND ANTICIPATION NOTE**

Accretion Rate:

Dated Date:

Maturity Date:

CUSIP:

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

FOR VALUE RECEIVED, Chula Vista Elementary School District (the "District"), San Diego County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the principal office of the San Diego County Treasurer (the "Paying Agent") the Maturity Value specified above, in lawful money of the United States of America, on the Maturity Date as specified above, such Maturity Value comprising the Denominational Amount and interest accreting thereon, compounded semiannually on February 1 and August 1 of each year commencing August 1, 2019, at the Accretion Rate specified above to such Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being referred to herein as the "Accreted Value") increased in equal daily amounts on the basis of a 360-day year or twelve 30-day months. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Dollars (\$_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted on May 8, 2019 under and by authority of Sections 15150 *et seq.*, Chapter 1 of Title 1, Division 1, Part 10 of the Education Code of the State of California (the "Act"), and, in particular, pursuant to the authority set forth in Section 15150 of the Act, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from the proceeds of the sale of general obligation bonds authorized at a duly called election held in the District on November 6, 2018 and thereafter canvassed pursuant to law, or of any bond anticipation

notes in renewal of the Notes, or from other funds of the District lawfully available for the purpose of repaying the notes, including State grants. Interest on the Notes shall also be payable from the *ad valorem* tax levied to pay such interest thereon.

This Note is transferable by the registered owner hereof in person or by his or her attorney duly authorized in writing at the Paying Agent in San Diego, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except this Note shall not be transferred or exchanged later than the fifteenth day prior to the maturity date hereof. Upon such transfer, a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Unless this certificate is presented by an authorized representative of DTC to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co. has an interest herein.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the District has caused this Note to be executed by the President of its Board of Education by manual or facsimile signature and countersigned by the Secretary by manual or facsimile signature this ____ day of _____, 20__.

**CHULA VISTA ELEMENTARY SCHOOL
DISTRICT**

By: _____ (Facsimile Signature)
President of the Board of Education

COUNTERSIGNED:

(Facsimile Signature)
[Secretary to/Clerk of] the Board of Education

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the Note Resolution referred to herein which has been authenticated and registered on _____, 20__.

By: SAN DIEGO COUNTY TREASURER, as
Paying Agent

Authorized Signatory

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

[Secretary to/Clerk of] the Board of Education

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

NOTE: The signature to the assignment must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

EXHIBIT B

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Notes in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Notes to be sold is \$60,000,000 (the "Estimated Principal Amount"). Based on the Estimated Principal Amount, the following good faith estimates are provided:

(a) True Interest Cost of the Notes. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Notes is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Notes, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Notes, is 2.60%.

(b) Finance Charge of the Notes. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Notes is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Notes, which means the sum of all fees and charges paid to third parties, is \$343,000, of which \$250,000 is for costs of issuance to be paid from Bond proceeds and \$93,000 is Underwriter's discount.

(c) Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Notes is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Notes, less the finance charge of the Notes paid from Note proceeds, which amount is estimated to be \$343,000, and any reserves or capitalized interest to be paid or funded with proceeds of the Notes, which amount is \$0, is \$59,657,000.

(d) Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Notes is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Notes, plus the finance charge for the Notes as described in (b) above not paid with the proceeds of the Notes, calculated to the final maturity of the Notes, is \$66,600,000 (\$0 of which will be paid for from capitalized interest).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Notes issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Notes being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Notes sold being different from the

Estimated Principal Amount, (c) the actual amortization of the Notes being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Notes being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Notes and the actual principal amount of Notes sold will be determined by the District based on the timing of the need for proceeds of the Notes and other factors. The actual interest rates borne by the Notes will depend on market interest rates at the time of sale thereof. The actual amortization of the Notes will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Adopt Resolution of the Chula Vista Elementary School District Authorizing the Borrowing of Funds for Fiscal Year 2019-20 and the Issuance and Sale of One or More Series of 2019 Tax and Revenue Anticipation Notes Therefore in an Amount Not to Exceed \$50,000,000; Authorizing Participation in the San Diego County and School District Tax and Revenue Anticipation Note Program; and Requesting the Board of Supervisors of the County to Issue and Sell Said Notes

 X Action

 Information

BACKGROUND INFORMATION:

The attached Resolution will authorize the issuance of Tax and Revenue Anticipation Notes (TRANS) in an amount not to exceed \$50,000,000. TRANS are short-term borrowings authorized under Section 53850 of the California Government Code that are used to provide funding for District expenditures. This is a necessary source of funds due to the intermittent nature of property tax revenues. The District has determined it best to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program where all participating school districts and counties will simultaneously issue TRANS that will be marketed together.

ADDITIONAL DATA:

A copy of the resolution is attached. Additional information is available for review in the office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

It is anticipated that the TRANS will yield net interest earnings as well as provide a source of funds for ongoing District expenditures. The TRANS will be repaid within the 2019-20 fiscal year after local property tax revenues are received.

STAFF RECOMMENDATION:

Recommend adoption.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. _____

Resolution of the Chula Vista Elementary School)
District Authorizing the Borrowing of Funds for Fiscal)
Year 2019-20 and the Issuance and Sale of One or)
More Series of 2019 Tax and Revenue Anticipation)
Notes Therefore in an Amount Not to Exceed)
\$50,000,000, Authorizing Participation in the San)
Diego County and School District Tax and Revenue)
Anticipation Note Program, and Requesting the)
Board of Supervisors of the County to Issue and Sell)
Said Notes)

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

WHEREAS, school districts and the County of San Diego (the "County") are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the legislative body (the "Board") of the school district specified in Section 22 hereof (the "District") has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the "Principal Amount") is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts, and other moneys to be received, accrued, or held by the District and provided for or attributable to its fiscal year ending June 30, 2020 (the "Repayment Fiscal Year"); and

WHEREAS, the District hereby determines to borrow for the purposes set forth above the Principal Amount by the issuance of one or more series of its 2019 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note"); and

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow on the District's behalf the Principal Amount by the issuance of the Note; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount when added to the interest payable thereon does not exceed 85 percent of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys of the District provided for or attributable to the Repayment Fiscal Year and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof); and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts, or other moneys for the Repayment Fiscal Year; and

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions; and

WHEREAS, the financial advisor to the participating school districts (the "Financial Advisor") appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (the "Underwriter"), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the "Note Participations," the "Series," and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations

comprising each Series, and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine; and

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") between such Issuers and the banking institution named therein as trustee (the "Trustee"); and

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material; and

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series; and

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any, if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District; and

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by the District or by the other Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider; and

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined; and

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Board or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the County Officer, as hereinafter defined, of the Pricing Confirmation; and

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations, and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement), and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, all Predefault Obligations, and the Issuer's Reimbursement Obligations, if any; and

WHEREAS, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4; and

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program.

NOW, THEREFORE, the Board hereby finds, determines, declares, and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct, and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District solely for the purpose of anticipating taxes, income, revenue, cash receipts, and other moneys to be received, accrued, or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 et seq. of the Act, designated the District's "2019 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12 percent per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation

of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100 percent) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Chief Financial Officer, or in the absence of such officer his or her assistant, the County Treasurer-Tax Collector, or in the absence of such officer his or her assistant, and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall

approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12 percent per annum and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1 percent of the amount of the Note; *provided further*, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement hereinafter mentioned and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument, if any, referred to in the Pricing Confirmation and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the President of the Board of the District, the Superintendent, the Deputy Superintendent, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be

considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, payable by the District, negative and affirmation covenants of the District, and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum, or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion, and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the "Rule"), unless otherwise exempt, but is subject to revision, amendment, and completion in a final official statement, private offering memorandum, or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any, or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any

material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations and, therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations, and Reimbursement Obligations (to the extent not payable under the Note) (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof), or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses, and Predefault

Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefore from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof, including the right to enforce the obligations and covenants contained in this resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this resolution, and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance

of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District, and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys which are received, accrued, or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note and the amount, if any owed the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued, or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts, and other moneys of the District lawfully available therefore (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys which are generally available for the payment of current expenses and other obligations of the District. The Note holders, Owners, and Credit Provider shall have a first lien and charge on such Unrestricted

Revenues as herein provided which are received, accrued, or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment

Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note and, to the extent provided in the Trust Agreement, the Credit Provider. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider, if any.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies

then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately, and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations, or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues, provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the outstanding Note, and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note by manual or facsimile signature, and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such

officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the resolution and enter into and perform its obligations under the Purchase Agreement, and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and (ii) the District has full legal right, power, and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the resolution, and the execution and delivery of the Purchase Agreement, Trust Agreement, and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, bylaws, or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly, and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly, and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Credit Provider, if any, the Financial Advisor, and the Underwriter (or owner of the Series of Note Participations in the event of a private placement) promptly

upon adoption, copies of such final budget and of any subsequent revisions, modifications, or amendments thereto, and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed 85 percent of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year, all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85 percent of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85 percent of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation, and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter and the Credit Provider, if any, and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement), the Trustee, and the Credit Provider, if any, promptly from time to time, such information regarding the operations, financial condition, and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this resolution or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling, or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this resolution will constitute legal, valid, and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases, and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this resolution are true and correct and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection, and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this resolution and the Note.

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District, if any, the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to fiscal year 2017-18 or fiscal year 2018-19 within the meaning of Section 42133 of the Education Code of the State of California, or (2) if the District does then have a negative or qualified certification applicable to fiscal year 2017-18 or fiscal year 2018-19 within the meaning of Section 42133 of the Education Code of the State of California, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for fiscal year 2018-19 in at least the minimum amount recommended and will fund its Reserve for Economic Uncertainties for fiscal year 2019-20 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(R) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, a "private

activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases but excluding private activity bonds) issued and to be issued by the District during calendar year 2019, including the Note, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities or, in the alternative, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable.

(B) Failure by the District to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this resolution for a period of fifteen (15) days after written notice, specifying such failure and

requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration.

(C) Any warranty, representation, or other statement by or on behalf of the District contained in this resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this resolution or the Purchase Agreement or in connection with the Note is false or misleading in any material respect.

(D) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within thirty (30) days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect its and the Owners' interests.

(E) The District files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law.

(F) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation, or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect its and the Owners' interests.

(G) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity plus all other amounts due hereunder, and upon notice to the District, the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar, and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note, when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District

hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar, and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note pursuant to the terms and conditions of this resolution. All actions heretofore taken by the officers and agents of the County, the District, or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed, and ratified, and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements, and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action, or proceeding at law or in equity in any court of competent jurisdiction and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefore as set forth in Section 8 hereof, and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and

statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85 percent of the estimated remaining uncollected taxes, income, revenue, cash receipts, and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note, and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the Governing Board of the District is hereby directed to submit one certified copy each of this resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County, and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties") against any and all losses, claims, damages, or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance, and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters and that Bond Counsel has represented, is representing, or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, and financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to the District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict

of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government Financial Strategies, Inc., to serve as Financial Advisor for the District in connection with the Program and to execute an agreement for financial advisory services with such firm.

Section 22. Resolution Parameters.

(A) Name of District: Chula Vista Elementary School District.

(B) Maximum Amount of Borrowing: \$50,000,000.

(C) Authorized District Representatives:

- (1) Superintendent.
- (2) Deputy Superintendent.
- (3) Assistant Superintendent for Human Resources Services and Support.

Section 23. Severability. In the event any provision of this resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Effective Date. This resolution shall take effect from and after its date of adoption.

SECRETARY'S CERTIFICATE

I, Francisco Escobedo, Secretary to the Board of Education of the Chula Vista Elementary School District of San Diego County, California, do hereby certify as follows:

The foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 8th day of May 2019 of which meeting all of the members of said Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 84 East "J" Street, Chula Vista, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office. The foregoing resolution is a full, true, and correct copy of the original resolution adopted at said meeting and entered in said minutes; said resolution has not been amended, modified, or rescinded since the date of its adoption; and the same is now in full force and effect.

Date

Secretary to the Board of Education

EXHIBIT A

FORM OF NOTES

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
COUNTY OF SAN DIEGO, CALIFORNIA
2019 TAX AND REVENUE ANTICIPATION NOTE, SERIES */

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
<u> </u> % (Total of principal and interest due on Note at maturity) ^{**/}	<u> </u> % (Total of principal and interest due on Note at maturity) ^{**/}	<u> </u> % (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$

FOR VALUE RECEIVED, the Chula Vista Elementary School District (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year,

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited, and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed, and given pursuant to and by authority of certain resolutions of the Governing Boards of the District and the County duly passed and adopted heretofore, under, and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts, and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the fiscal year ending June 30, 2013 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued, or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefore, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the

District is not pledged to the payment of the principal or interest on this Note.

The County, the District, and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District, and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things, and acts required to exist, to have happened, and to have been performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: _____
Chief Financial Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

[STATEMENT OF INSURANCE]*/

*/ To be used only if Credit Instrument is a policy of municipal bond insurance.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

First Reading/Possible Adoption: Board Policy and Administrative Regulation 3260 (New), Business and Noninstructional Operations, Fees and Charges

 X Action

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs) to align to current practices while ensuring alignment to applicable laws as noted in BPs and ARs created by the California School Boards Association (CSBA). During this process, a number of current BPs and ARs have been identified for revision or deletion and others have been identified for adoption.

BP and AR 3260, Business and Noninstructional Operations, Fees and Charges, is being proposed to ensure that District procedures are in accordance with state and federal guidelines and requirements. While reviewing Board Policies and ARs created by CSBA, the District determined that additional policies and regulations would provide clarification regarding current practices while ensuring alignment to applicable laws.

ADDITIONAL DATA:

Copies of BP and AR 3260 are attached. Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend adoption.

Business and Noninstructional Operations

FEES AND CHARGES

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for student participation in the District educational program are made available to students at no cost.

No student shall be required to pay a fee, deposit, or other charge for participation in an educational activity which constitutes an integral fundamental part of the District educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of students' families and their ability to pay.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3553 - Free and Reduced Meals)

(cf. 5143 - Insurance)

(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not prevent the District from soliciting for donations, conducting fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent/designee shall emphasize that participation of students, parents/guardians, District employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The District shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. The District also shall not remove or threaten to remove from a student any privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 – Fundraising, Solicitations)

(cf. 3290 - Gifts, Grants, and Bequests)

Business and Noninstructional Operations

FEES AND CHARGES (Continued)

The Superintendent/designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

(cf. 4131 - Professional Development)

Complaints

A complaint alleging District noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the District procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the District finds merit in the complaint, the Superintendent/designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the District annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

Collection of Debt

The Superintendent/designee shall, in accordance with law, recover any debt owed to the District as a result of unpaid permissible student fees approved by the Board. However, the District shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)

Business and Noninstructional Operations

FEES AND CHARGES (Continued)

1. Denying full credit for any class assignment.
2. Denying full and equal participation in any classroom activity.
3. Denying access to the library or other on-campus educational facilities.
4. Denying or withholding grades.
5. Denying or withholding a diploma.
6. Limiting or barring participation in an extracurricular activity, club, or sport.
7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony.

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services
8250 Child care and development services for children with disabilities
8263 Child care eligibility
8422 21st Century High School After School Safety and Enrichment for Teens programs
8482.6 After School Education and Safety programs
8760-8774 Outdoor science, conservation, and forestry programs
17453.1 District sale or lease of Internet appliances or personal computers to parents of students
17551 Property fabricated by students
19910-19911 Offenses against libraries
32033 Eye protective devices
32221 Insurance for athletic team member
32390 Fingerprinting program
35330-35332 Excursions and field trips
35335 School camp programs
38080-38086.1 Cafeteria establishment and use
38120 Use of school band equipment on excursions to foreign countries

Business and Noninstructional Operations

FEES AND CHARGES (Continued)

39801.5 Transportation for adults
39807.5 Payment of transportation costs
39837 Transportation of students to places of summer employment
48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
49014 Public School Fair Debt Collection Act
49065 Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
49557.5 Unpaid school meal fees
51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant foreign nationals
56504 School records; students with disabilities
60410 Students in classes for adults

GOVERNMENT CODE

6253 Request for copy; fee

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 8

1184 Nonimmigrant students

COURT DECISIONS

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Hartzell v. Connell (1984) 35 Cal. 3d 899

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Policy
Adopted:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

Business and Noninstructional Operations

FEES AND CHARGES

When approved by the Governing Board, the Superintendent/designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the District to pay the cost of the insurance for any team member who is financially unable to pay. (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions. (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds. (Education Code 35330)

(cf. 6153 - Field Trips)

4. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee. (Education Code 35335)
5. Reimbursement to the District for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students. (Education Code 17551)
6. Home-to-school transportation and transportation between regular, full-time day schools and programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, the District provides a waiver based on financial need, and an

Business and Noninstructional Operations

FEES AND CHARGES (Continued)

exemption is made for any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education. (Education Code 39807.5)

(cf. 6159 - Individualized Education Program)

7. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the District's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the District provides access to the school district educational network for families who cannot afford it. (Education Code 17453.1)
8. Actual cost of furnishing copies of any student records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies. (Education Code 49065, 56504)

(cf. 5125 - Student Records; Confidentiality)

9. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records. (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)

(cf. 5020 – Parent-Guardian Rights and Responsibilities)

10. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law. (Education Code 38084)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Funds)

(cf. 3553 - Free and Reduced Meals)

(cf. 3554 - Other Food Sales)

Business and Noninstructional Operations

FEES AND CHARGES (Continued)

11. In accordance with law, replacement cost or reimbursement for lost or willfully damaged District books, supplies, or property, or for District property loaned to a student that the student fails to return. (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

12. Tuition for District school attendance by an out-of-state or out-of-country resident. (Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.1 - District Residency)

13. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law. (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care)

14. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, or 21st Century Community Learning Center (21st CCLC), provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the District knows the student is a homeless or foster youth. (Education Code 8422, 8482.6)

(cf. 6173.1 - Education for Foster Youth)

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent/designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference District policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the District shall provide a receipt to the parent/guardian. (Education Code 49014)

Business and Noninstructional Operations

FEES AND CHARGES (Continued)

The Superintendent/designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

**Regulation
Approved:**

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California**

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

First Reading/Possible Adoption: Board Policy 3312.2 (New), Business and Noninstructional Operations, Educational Travel Program Contracts

 X Action

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs) to align to current practices while ensuring alignment to applicable laws as noted in BPs and ARs created by the California School Boards Association (CSBA). During this process, a number of current BPs and ARs have been identified for revision or deletion and others have been identified for adoption.

The Board of Education believes that field trips and other travel opportunities are a valuable tool in supporting classroom instruction and providing enrichment opportunities for students. BP 3312.2, Business and Noninstructional Operations, Educational Travel Program Contracts, has been created to identify the District's responsibility to contract with qualified persons, partnerships, corporations, or other entities for educational travel services, and to establish procedures for selecting the highest quality vendor, taking into account safeguards for student safety, quality of educational program, and fiscal integrity.

ADDITIONAL DATA:

A copy of Board Policy 3312.2 is attached. Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend adoption.

Business and Noninstructional Operations

EDUCATIONAL TRAVEL PROGRAM CONTRACTS

The Governing Board believes that field trips and other travel opportunities are a valuable tool in supporting classroom instruction and enrich students' learning about places, cultures, and events. The District may contract with a qualified person, partnership, corporation, or other entity for educational travel services. Any such contract shall be submitted to the Board for approval and/or ratification.

(cf. 3312 - Contracts)

(cf. 3541.1 - School-Related Trips)

(cf. 6153 - Field Trips)

The Superintendent/designee shall establish procedures for selecting the highest quality vendor, taking into account safeguards for student safety, quality of the educational program, and fiscal integrity.

The Superintendent/designee shall ensure that each contract is in writing and includes all of the following: (Business and Professions Code 17554)

1. The travel organization's name; trade or business name; business address; business telephone number; and a 24-hour emergency contact telephone number, pager, voice mail, or other method of 24-hour communication.
2. A detailed description of:
 - a) Services to be provided as part of the program.
 - b) Agreed cost for the services.
 - c) Whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage; the policy number and issuer; and the name, address, and telephone number of the person or organization able to verify coverage.
 - d) Any additional costs to students.
 - e) Any experience and/or training requirements to be met by the educational travel organization's staff who will accompany students on the educational travel program.

Business and Noninstructional Operations

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

3. The educational program being contracted for, including a copy of all materials to be provided to students.
4. The number of times the educational travel program or a substantially similar educational travel program has been conducted by the organization and the number of students who completed the program.
5. The length of time the organization has either been arranging or conducting educational travel programs, and, at the option of the organization, other travel services with substantially similar components.
6. The name of each owner, officer, general partner, or sole proprietor of the organization.
7. Whether any owner or principal of the organization has had any judgment entered against him/her, made a plea of nolo contendere, or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract.

Legal Reference:

EDUCATION CODE
35160 Authority of boards
35160.1 Broad authority of school districts
BUSINESS AND PROFESSIONS CODE
17540 Travel promoters
17550.9 Definition of travel services
17552-17556.5 Educational travel organizations

Policy

Adopted:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

Page 3 of 3
Agenda Item 9.B.
May 8, 2019

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

- (1) First Reading/Possible Revision: Board Policy 3320, Business and Noninstructional Operations, Claims and Actions Against the District
- (2) First Reading/Possible Approval: Administrative Regulation 3320 (New), Business and Noninstructional Operations, Claims and Actions Against the District

 X Action

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs). During this process, a number of current BPs and ARs have been identified for revision or deletion and others have been identified for addition.

BP 3320, Business and Noninstructional Operations, Claims and Actions Against the District is being presented to update and improve the District's processes and practices.

AR 3320, Business and Noninstructional Operations, Claims and Actions Against the District, is being proposed to ensure that District procedures are in accordance with state and federal guidelines and requirements. While reviewing BPs and ARs created by the California School Boards Association, the District determined that information previously contained in the corresponding BP is now incorporated into the proposed AR.

ADDITIONAL DATA:

Copies of the proposed revisions to the BP is attached. Additional information is available for review in the Office of the Human Resources Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend revision and approval.

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

The Governing Board desires to conduct District operations in a manner that minimizes risk, protects District resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the ~~d~~District shall be presented to and acted upon in accordance with the following procedures the Government Claims Act or other applicable state or District procedures, as well as the District's joint powers authority (JPA) agreement or other insurance coverage. ~~Compliance with these procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in Government Code 900 et seq.~~

(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with District-established procedures consistent with the manner and time limitations specified in the accompanying Administrative Regulation, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935)

Upon notice to the District of a claim, the Superintendent/designee shall take all necessary steps to protect the District's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent/designee the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the District's JPA agreement or insurance coverage.

Time Limitations

- ~~1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Codes 905, 911.2)~~

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

- ~~2. Claims for money or damages as authorized in Government Code 905 and not included in paragraph 1 above shall be filed not later than one year from the date the cause of action accrues. (Government Codes 905, 911.2)~~
- ~~3. Claims for money or damages specifically excepted from Government Code 905 shall be filed not later than six months after the accrual of the cause of action. (Government Codes 905, 911.2, 935)~~

Late Claims

~~Claims under paragraphs 1. and 3. above which are filed outside the specified time limitations must be accompanied by an application to file a late claim. Such claim and application to file a late claim must be filed not later than one year after the accrual of the cause of action. If a claim under paragraphs 1. or 3. is filed later than six months after the accrual of the cause of action and is not accompanied by the application, the Board or Superintendent or designee shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.~~

~~The application shall state the reason for the delay in presenting the claim. The Board shall grant or deny the application within 45 days after it is presented. By mutual agreement of the claimant and the Board, this 45-day period may be extended by written agreement made before the expiration of such period. If the Board does not take action on the application within 45 days, it shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement.~~

~~If the application to present a late claim is denied, the claimant shall be given proper notice. (Government Codes 911.3, 911.4, 911.6, 911.8, 912.2, 935)~~

Delivery and Form of Claim

~~A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented when delivered to the office of the~~

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

~~Superintendent/designee, or deposited in a post office, sub post office, substation, mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the district office with postage paid. (Government Codes 915, 915.2)~~

~~Claims may be submitted on the district claim form or as prescribed in Section 910 and 910.2 of the Government Code. (Government Codes 910, 910.2, 910.4)~~

~~Notice of Claim Insufficiency~~

~~The Superintendent or designee shall review all claims for sufficiency of information. The Superintendent or designee may, within 20 days of receipt of claim, either personally deliver or mail to claimant a notice stating deficiencies in the claim presented. If such notice is delivered or sent to claimant, the Board shall not act upon the claim until at least 15 days after such notice is sent. (Government Codes 910.8, 915.4)~~

~~Amendments to Claim~~

~~Claims may be amended within the above time limits or prior to final action by the Board, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim.~~

~~Within 45 days after the presentation or amendment of a claim, the Board (or Superintendent or designee, if delegated this authority) shall take action on the claim. (Government Code 912.4) This time limit may be extended by written agreement before the expiration of the 45-day period or before legal action is commenced or barred by legal limitations. (Government Code 912.4) The Superintendent or designee shall transmit to the claimant a notice of action taken. (Government Code 913)~~

~~Action on Claim~~

~~If no action is taken within the prescribed time limits, the claim shall be deemed to have been rejected and the claimant notified in accordance with Government Code 913. (Government Code 945.6)~~

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

~~The Superintendent or designee may take action on claims that do not exceed \$50,000. Prior to taking action, the Superintendent shall notify the Board. (Government Code 935.4)~~

Retroactivity of this Policy

~~This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.~~

Roster of Public Agencies

~~The Superintendent or designee shall annually verify that all information regarding the school district and the Board is filed accurately with the Roster of Public Agencies in the office of the Secretary of State and the County Clerk. The verified information shall include name of the District, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary and other members of the Board. **Within ten (10) days of any change in the name of the District, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent/designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)**~~

Legal Reference:

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as result of childhood sexual abuse

GOVERNMENT CODE

800 Cost in civil actions

810-996.6 Claims and actions against public entities

6500-6536 Joint exercise of powers

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

COURT DECISIONS

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Policy

Adopted: 11/13/90

Revised: 02/10/04

Revised:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Time Limitations

The following time limitations apply to claims against the District:

- 1. Claims for money or damages relating to any cause of action which is governed by a statute or regulation, including childhood sexual abuse and other causes of action specifically excepted from the Government Claims Act by Government Code 905, shall be filed in accordance with the governing statute or regulation. (Government Code 905, 935)**
- 2. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 but which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)**
- 3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 911.2)**
- 4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)**

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the District office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the District office with postage paid, or when otherwise actually received in the District office or by the Board secretary or clerk. (Government Code 915, 915.2)

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Upon receipt of a claim against the District pursuant to the Government Claims Act, the Superintendent/designee shall promptly provide written notice to the District's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent/designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant.
2. The post office address to which the person presenting the claim desires notices to be sent.
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim.
5. The name(s) of the District employee(s) causing the injury, damage, or loss if known.
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case.
7. The signature of the claimant or the person acting on his/her behalf.

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board/designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

For claims under items 2. and 3. in the "Time Limitations" section, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board/designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the District was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the District and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

Business and Noninstructional Operations

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the District, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the District and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the District but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the District or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board/designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Regulation
Approved:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Delete Board Policy 3420, Business and Noninstructional Operations, Accounts Receivable Collection

 X Action

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs) to align to current practices while ensuring alignment to applicable laws as noted in BPs and ARs created by California School Boards Association. During this process, a number of current BPs and ARs have been identified for revision or deletion and others have been identified for adoption.

BP 3420, Business and Noninstructional Operations, Accounts Receivable Collection, is obsolete and recommended for deletion. The information in BP 3420 that is still relevant is addressed in BP 3100, Budget, and proposed new BP 3260, Fees and Charges.

ADDITIONAL DATA:

A copy of BP 3420 is attached. Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend deletion.

Business and Noninstructional Operations

ACCOUNTS RECEIVABLE COLLECTION

The Governing Board recognizes that collecting accounts receivable (A/R) balances is critical to the financial health of the District. A/R includes balances owed by parents, public organizations, private citizens, and other agencies and businesses.

The Superintendent or designee shall develop reasonable and reliable methods for collecting A/R balances. These procedures will be developed in accordance with Board policies and accepted business practices.

The Board expects that all appropriate resources will be utilized to collect A/R funds owed to the District. Collection procedures will include timely notification and follow up.

To the extent that is permissible under Education Code, the District reserves the right to discontinue any relationship with any delinquent debtor.

The Superintendent or designee shall review the status of District collection efforts on a quarterly basis and keep the Governing Board updated on these efforts.

Legal Reference:

EDUCATION CODE

35161-35162 Local educational agencies, powers and duties

41017 Accounting regulations, budget controls, and audits

49500-49505 Pupil and personnel health, meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49540-49546 Child Care Food Program

49547-49548.3 Comprehensive nutrition services

49550-49561 Meals for needy pupils in kindergarten and grades 1 to 12

49570 National School Lunch Act

Policy
Adopted: 12/11/07

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

Delete Board Policy 3450, Business and Noninstructional Operations, Money in School Buildings

 X Action

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs) to align to current practices while ensuring alignment to applicable laws as noted in BPs and ARs created by the California School Boards Association. During this process, a number of current BPs and ARs have been identified for revision or deletion and others have been identified for adoption.

BP 3450, Business and Noninstructional Operations, Money in School Buildings, is obsolete and recommended for deletion. The information in BP 3450 that is still relevant is addressed in BP 3452, Student Activity Funds.

ADDITIONAL DATA:

A copy of BP 3450 is attached. Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend deletion.

Business and Noninstructional Operations

MONEY IN SCHOOL BUILDINGS

Money collected by district employees and by student organizations shall be handled with good and prudent business procedures. All money collected shall be receipted and accounted for and directed without delay to the proper location of deposit.

In no case shall money be left overnight in schools except in safes provided for safekeeping of valuables, and even then no more than a few dollars should be kept.

Legal Reference:

EDUCATION CODE

- 48933 Deposit or investment of student funds
- 48936 Additional uses of student funds
- 48937 Supervision and audit of student funds
- 48938 Trustee for funds of unorganized student body

Policy
Adopted: 11/13/90

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Business Services and
Support

ITEM TITLE:

First Reading/Possible Revision: Board Policy 3452, Business and
Noninstructional Operations, Student Activity Funds

 X Action

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs). During this process, a number of current BPs and ARs have been identified for revision or deletion, and others have been identified for addition.

BP 3452 is being presented to update and improve the District processes and practices regarding student activity funds.

ADDITIONAL DATA:

A copy of BP 3452 is attached. Additional information is available for review in the Office of the Deputy Superintendent.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend revision.

Business and Noninstructional Operations

STUDENT ACTIVITY FUNDS

Student organizations may raise and spend money in order to promote the general welfare, morale, and educational experiences of the students. Student funds shall finance worthwhile activities which go beyond those provided by the District. Minutes shall be kept of student organization meetings and shall properly reflect all financial activities.

(cf. 1321 – Fundraising Solicitations)

(cf. 3260 - Fees and Charges)

(cf. 3554 - Other Food Sales)

Fundraising Events

At the beginning of each school year, each principal or designee shall submit to the Superintendent/designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent/designee shall review the proposed events and determine whether the events contribute to the educational experience and are not in conflict with or detract from the school's educational program. When reviewing the proposed events, the Superintendent/designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board Policy, and Administrative Regulation.

(cf. 1321 – Fundraising, Solicitations)

(cf. 3530 – Insurance Management)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

Management of Funds

Student funds shall be managed in accordance with sound business procedures designed to encourage the largest possible educational return to students without sacrificing the safety of funds or exposing students to undue responsibility or unnecessary routine.

The Superintendent/designee shall develop internal control procedures to safeguard the student organization assets, promote the success of fundraising ventures, provide reliable financial information, and reduce the risk

Business and Noninstructional Operations

STUDENT ACTIVITY FUNDS (Continued)

of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

Student funds shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designated official, the certificated employee who is the student organization advisor, and a student organization representative. (Education Code 48933)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. **The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent/designee at the beginning of the school year.** The Superintendent/designee shall periodically review the organizations' general financial structures and accounting procedures.

Funds derived from the student body shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designed official, the certificated employee who is the student organization advisor, and a student organization representative. (Education Code 48933)

The Board shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from District funds. (Education Code 41020)

(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Money In School Buildings

Money collected by District employees and by student organizations shall be handled with good and prudent business procedures. All money collected shall be receipted and accounted for and directed without delay to the proper location of deposit.

Business and Noninstructional Operations

STUDENT ACTIVITY FUNDS (Continued)

In no case shall money be left overnight in schools except in safes provided for safekeeping of valuables, and even then no more than a few dollars should be kept.

Legal Reference:

EDUCATION CODE

41020 Requirement for annual audit

48930-48938 Student body organization

Policy

Adopted: 11/13/90

Reviewed:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Human Resources
Services and Support

ITEM TITLE:

- (1) First Reading/Possible Revision: Board Policy 3530, Business and Noninstructional Operations, Insurance Management
- (2) First Reading/Possible Approval: Administrative Regulation 3530 (New), Business and Noninstructional Operations, Risk Management/Insurance

 X **Action**

 Information

BACKGROUND INFORMATION:

The District continues to review and evaluate Board Policies (BPs) and Administrative Regulations (ARs). During this process, a number of current BPs and ARs have been identified for revision or deletion and others have been identified for addition.

BP 3530, Business and Noninstructional Operations, Insurance Management, is being presented to update and improve the District's processes and practices.

AR 3530 (New), Business and Noninstructional Operations, Risk Management/Insurance, is being proposed to ensure that District procedures are in accordance with state and federal guidelines and requirements. While reviewing BPs and ARs created by the California School Boards Association, the District determined that the addition of this AR will clarify the District's position on insurance coverage and risk management practices.

ADDITIONAL DATA:

Copies of the proposed revisions to the BP and the proposed AR are attached. Additional information is available for review in the Office of the Human Resources Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

Recommend revision and approval.

Business and Noninstructional Operations

RISK MANAGEMENT/INSURANCE MANAGEMENT

The Governing Board/designee shall establish a risk management program that uses effective safety and loss control practices. The District shall strive to keep its liability minimum and its insurance premiums as low as possible while maintaining adequate protection. To determine the most economical means of insuring the District consistent with required services, the Superintendent/designee shall annually review the District's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means. maintain an adequate insurance program to protect the district against loss which may occur due to the many normal and usual hazards which a public school system faces and to carry additional insurance, when needed, to protect the district against specific and unusual hazards which may be incurred, from time to time, in the various operations of the district.

The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgement of the Board, such action becomes desirable for the best interests of the District.

To attempt to minimize the District's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent/designee shall ensure that these policies and related procedures are enforced fairly and consistently.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3320 - Claims and Actions Against the District)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11- Sexual Harassment)

(cf. 4132/4232/4332- Publication or Creation of Materials)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4158/4258/4358- Employee Security)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6162.6 - Use of Copyrighted Materials)

(cf. 9260 - Legal Protection)

Business and Noninstructional Operations

RISK MANAGEMENT/INSURANCE MANAGEMENT (continued)

~~(cf. CTA/CSEA Negotiated Agreements)~~
~~(cf. 4154 - Health and Welfare Benefits)~~
~~(cf. 5143 - Student Insurance)~~

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to district

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:

35208 Liability insurance

35211 Driver training civil liability insurance

35213 Reimbursement for loss, destruction or damage of personal property

35214 Liability self-insurance

35331 Medical or hospital service for students on field trip

~~39601 Furnishing, repairing, insuring and renting of school property~~

39837 Transportation of pupils to places of summer employment

41021 Requirement for employees' indemnity bonds

44873 Qualifications for physician (liability coverage)

49470-49474 District medical services and insurance

GOVERNMENT CODE

820.9 Board members not vicariously liable for injuries caused by district

989-991.2 Local public entity insurance

LABOR CODE

3200-4855 Workers' compensation

Policy:

Adopted: 11/13/90

Revised:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

Business and Noninstructional Operations

RISK MANAGEMENT/INSURANCE

Risk Management

The Superintendent/designee shall take action to:

1. Identify the risks inherent in the operation of District programs.
2. Assess the above risks and keep records of accidents, losses and damage.
3. Mitigate risks through loss control and safety-related activities.
4. Determine the extent to which risks should be assumed by the District or covered by the purchase of insurance or pooling with other districts.

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees may be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

(cf. 1240 - Volunteer Assistance)
(cf. 1330 - Use of District Facilities)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3430 - Investing)
(cf. 3440 - Inventories)
(cf. 3512 - Equipment)
(cf. 3514 - Environmental Safety)
(cf. 3515 - Recovery for Property Loss or Damage)
(cf. 3516 - Emergency Procedures Plan)
(cf. 3541.1 - School-Related Trips)
(cf. 4212.42 - Controlled Substances and Alcohol Testing Program)
(cf. 4019.43 - Universal Precautions)
(cf. 4057- Employee Safety)
(cf. 5131.1 - Bus Conduct)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Disease)

Business and Noninstructional Operations

RISK MANAGEMENT/INSURANCE (continued)

(cf. 5142 - Safety)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - Field Trips)
(cf. 9260 - Legal Protection)

Insurance

Insurance coverage shall include, but may not be limited to:

1. Liability insurance (Education Code 35200-35214).
2. Fire insurance for buildings, equipment and vehicles (Education Code 17565).
3. Workers' compensation insurance. (Labor Code 3700)
4. Fidelity bond insurance. (Education Code 41021)

A suitable bond indemnifying the District against loss shall be purchased for employees responsible for handling District funds and may be purchased for employees responsible for handling District property. The District shall bear the cost of this bonding. (Education Code 41021)

(cf. 1330 - Use of District Facilities)
(cf. 4057.1 - Work-Related Injuries)
(cf. 5143 - Insurance)
(cf. 9260 - Legal Protection)

Regulation
Approved:

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
Chula Vista, California

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Superintendent's Office

ITEM TITLE:

Report Calendar to Board of Education

_____ **Action**

_____ **X** _____ **Information**

BACKGROUND INFORMATION:

<u>TOPIC</u>	<u>REPORT BY</u>	<u>TENTATIVE DATE</u>
Review of the Governor's May Revise and Forecast of District Economic Standing	Business Services and Support	May 2019
Conduct Public Hearing on the District's Local Control and Accountability Plan	Instructional Services and Support	May 2019
Report by and Recognition of District Parent Leaders	Instructional Services and Support	June 2019
Conduct Public Hearing and Adopt 2019-20 Proposed Budget	Business Services and Support	June 2019

ADDITIONAL DATA:

None.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

This is an information item.

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

GOVERNING BOARD AGENDA ITEM

Prepared by: Instructional Services
and Support

ITEM TITLE:

Report on Robert L. Mueller Charter School's Compliance with Renewal Petition
Conditions of Approval

_____ **Action**

_____ **X** _____ **Information**

BACKGROUND INFORMATION:

The existing charter for Robert L. Mueller Charter School expires June 30, 2019. A petition was submitted seeking renewal of the charter for a five-year term from July 1, 2019, through June 30, 2024. Mueller comprises three programs:

- Mueller Charter School (Transitional Kindergarten-Grade 5)
- Mueller Charter School Leadership Academy (Grades 6-8)
- Bayfront Charter High School (Grades 9-12)

The petition for the renewal of Mueller's charter was approved at the meeting December 5, 2018, Board meeting, subject to specific conditions of approval. One of the conditions of approval stated that by June 30, 2019, Mueller cooperate with the District to revise the charter as follows:

- (a) To reflect Mueller's current operations, and any new legal requirements of charter schools that have become effective since Mueller's last renewal was approved.
- (b) To remove the language providing the option for Mueller to become its own local educational agency for purposes of special education.

Following the Board's conditional approval, District administration, with assistance from the District's legal counsel, worked with Mueller's leadership on the charter. Together, they made the necessary revisions in order to satisfy the above-referenced conditions of approval.

ADDITIONAL DATA:

A copy of Mueller's revised charter, for the renewal term commencing on July 1, 2019, is available for review in the Office of the Executive Director of Technology and Instruction Services and Support.

FISCAL IMPACT/FUNDING SOURCE:

None.

STAFF RECOMMENDATION:

This is an information item.