

September 15, 2005

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 ENCINITAS BLVD., ENCINITAS, CA 92024
BOARD OF TRUSTEES MEETING
BOARD AGENDA COVER SHEET

Welcome to the Board of Trustees Meeting . . .

COMMENTS ON AGENDA ITEMS

If you wish to speak regarding an item on the agenda, please complete a blue speaker slip located at the sign-in desk and present it to the Secretary to the Board prior to the start of the meeting. When the Board President invites you to the podium, state your name, address, and organization before making your presentation.

CONSENT CALENDAR

All matters listed under Consent are those on which the Board has previously deliberated or which can be classified as routine items of business. An administrative recommendation on each item is contained in the agenda supplements. There will be no separate discussion of these items prior to the time the Board of Trustees votes on the motion unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent items.

To address an item on the consent calendar, please follow the procedure described under *Comments on Agenda Items*.

PUBLIC COMMENTS

Persons wishing to address the Board on any school related issue not elsewhere on the agenda are invited to do so under the "Public Comments" item. In the interest of time and order, presentations from the public are limited to three (3) minutes per person and the total time for non-agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, complete a blue speaker's slip and follow the directions for speaking to agenda items. Complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.

CLOSED SESSION

The Board will meet in Closed Session to consider qualified matters of litigation, employee negotiations, student discipline, employee grievances, personnel qualifications, or real estate negotiations which are timely.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, including auxiliary aids or services, in order to participate in the public meetings of the district's governing board, please contact the office of the district superintendent by sending a written request to the district office at 710 Encinitas Boulevard, Encinitas, California, 92024, or by faxing the request to (760) 943-3501. Notification by letter or fax 72 hours prior to the meeting will enable the district to make reasonable arrangement to ensure accommodation and accessibility to this meeting. Upon request, the district shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

**AGENDA FOR
REGULAR MEETING
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES**

September 15, 2005

District Office/Board Conference Room 101

6:30 p.m. - Regular Meeting

710 Encinitas Blvd., Encinitas, CA

1. Call to Order – 6:00 p.m.
2. Public Comments Regarding Closed Session Items
3. **Closed Session – 6:05 p.m.**
 - a. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
 - b. Conference with Labor Negotiators, pursuant to Government Code Sections 3549.1 and 54957.6.
Agency negotiators: Superintendent
Associate Superintendent/Instruction and
Associate Superintendent/Human Resources
Associate Superintendent/Business Services
Employee organizations: San Dieguito Faculty Association/
Classified School Employees Association
 - c. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.

6:30 p.m. - REGULAR MEETING

4. Pledge of Allegiance
5. Report Out of Action Taken in Closed Session
6. Approval of Minutes 6A. Moved by _____, second by _____, that the minutes of the Regular Meeting of September 1, 2005, be approved as written.

NON-ACTION ITEMS

- 7A. Correspondence - Communications received by the Board are available for public review at the District Office at 710 Encinitas Boulevard in Encinitas. Board correspondence is distributed to each Board member and the superintendent along with the agenda.
- 7B. Oath of Office/New Student Board Member
- 7C. Report/Student Board Members
- 7D. Trustee Reports
- 7E. Superintendent's Report and Legislative Update
- 7F. Technology Report

ACTION AGENDA - CONSENT ITEMS (See supplements)

Upon invitation by the President, anyone who wishes to discuss a Consent Item should come forward to the lectern, state his/her name, address and the Consent Item number.

HUMAN RESOURCES

8. PERSONNEL

Approve matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services as listed in the attached supplement.

SUPERINTENDENT

9. ACCEPTANCE OF GIFTS

Accept gifts, as shown in the attached supplement.

10. APPROVAL OF FIELD TRIPS

Approve field trips, as shown in the attached supplement.

11. APPROVAL OF AMENDMENT OF EMPLOYMENT CONTRACT

Approve the Fourth Amendment of Employment Contract for the Superintendent with the San Dieguito Union High School District, as shown in the attached supplement.

BUSINESS

12. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Simonetta March to execute the agreements:

- a) Save a Life Educators, Inc. to provide CPR/First Aid training to bus drivers, on August 25, 2005, for an amount not to exceed \$1,710.00, to be expended from the General Fund/Restricted 06-00.
- b) UCSD Sports Facilities for lease of facilities for the Torrey Pines High School Boys Water Polo Program, during the period August 17, 2005 through October 6, 2005, for an amount not to exceed \$5,106.00, to be expended from the General Fund 03-00 and reimbursed by the Torrey Pines High School Foundation.
- c) City of Oceanside Parks & Recreation Department for lease of facilities for La Costa Canyon High School Boys Water Polo Program, during the period August 17, 2005 through September 9, 2005, for an amount not to exceed \$1,560.00, to be expended from the General Fund 03-00 and reimbursed by the La Costa Canyon High School Foundation.
- d) Magdalena Ecke YMCA for lease of facilities for La Costa Canyon High School Boys Water Polo Program, during the period September 6, 2005 through November 30, 2005, for an amount not to exceed \$4,400.00, to be expended from the General Fund 03-00 and reimbursed by the La Costa Canyon High School Foundation.
- e) Match Point of San Diego to provide tennis court maintenance services at San Dieguito High School Academy, Torrey Pines High School, and La Costa Canyon High School, during the period September 5, 2005 through June 30, 2006, for an estimated amount of \$3,810.00, to be expended from the General Fund 03-00 and partially reimbursed by the Torrey Pines High School Foundation.

13. APPROVAL OF CHANGE ORDERS/CCA

Approve Change Order Number 6 to the following bid packages for the Canyon Crest Academy project, to be expended from Mello Roos funds, State School Building Fund 35-00, and Other Building Fund 21-09, and authorize Simonetta March to execute the change orders:

- a) Combination Bid Packages 2 & 24 (site utilities, plumbing) – Peltzer Plumbing, Inc., increasing the contract amount by \$24,546.00.
- b) Bid Package #4 (reinforcing, cast-in-place concrete, precast concrete, membrane waterproofing, chain link fence) – T.B. Penick & Sons, Inc., increasing the contract amount by \$4,070.00.
- c) Bid Package #5 (masonry & veneer system) – New Dimension Masonry, Inc., increasing the contract amount by \$12,410.00.
- d) Bid Package #6 (structural steel, metal deck, miscellaneous metals, decorative metal fencing & gates) – McMahon Steel Co., Inc., increasing the contract amount by \$13,919.00.
- e) Bid Package #7 (rough carpentry) – Rocky Coast Framers, Inc., increasing the contract amount by \$5,844.00.
- f) Bid Package #8 (finish carpentry, plastic laminate and wood casework, laboratory furniture equipment) – K & Z Cabinet Co., Inc., increasing the contract amount by \$40,596.00.
- g) Bid Package #9 (roofing) – J.P. Witherow Roofing Co., Inc., increasing the contract amount by \$2,712.00.
- h) Bid Package #10 (sheet metal & roof accessories) – Challenger Sheet Metal, decreasing the contract amount by \$39.00.
- i) Bid Package #11 (glass and glazing, aluminum store front and pass through windows) – Perfection Glass Company, increasing the contract amount by \$15,239.00.
- j) Combination Bid Packages 12 & 14 (lath & plaster, drywall, metal studs, doors, frames, hardware, coiling doors, insulation, fireproofing, acoustical ceilings, fabric & vinyl wrapped wall panels, marker boards, protective wall covering & operable walls) – Standard Drywall, Inc., increasing the contract amount by \$78,264.00.
- k) Bid Package #15 (flooring-resilient flooring and carpet) – Pro Installations, Inc., d/b/a Spectra Contract Flooring, decreasing the contract amount by \$110.00.
- l) Bid Package #17 (paint & wall coverings) – RBE, increasing the contract amount by \$905.00.
- m) Bid Package #18 (specialties) – Inland Acoustics, Inc., increasing the contract amount by \$1,272.00.
- n) Bid Package #19 (theater equipment) – Inland Acoustics, Inc., increasing the contract amount by \$18,559.00.
- o) Bid Package #21 (food service equipment) – FSE, Inc., increasing the contract amount by \$1,237.00.
- p) Bid Package #25 (HVAC & fire protection) – Control Air Conditioning Corp., increasing the contract amount by \$15,710.00.
- q) Bid Package #26 (electrical) – Steiny & Co., Inc., increasing the contract amount by \$45,259.00.

14. APPROVAL OF CHANGE ORDERS

Approve change order number 1 to the following projects and authorize Simonetta March to execute the change orders:

- a) American Wrecking, Inc. for the demolition of modular buildings at Torrey Pines

High School and Earl Warren Middle School project B2006-05, increasing the contract time by 23 calendar days and decreasing the contract amount by \$500.00.

15. ACCEPTANCE OF CONSTRUCTION PROJECTS

Accept the following projects as complete, pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Recorders Office:

- a) Demolition of modular buildings at Torrey Pines High School and Earl Warren Middle School B2006-05 project, contract entered into with American Wrecking, Inc.

16. ADOPTION OF RESOLUTION AUTHORIZING SALE OF SURPLUS PERSONAL PROPERTY AND INSTRUCTIONAL MATERIALS

Adopt the attached resolution authorizing the administration to sell surplus property on an as needed basis during the course of the 2005-06 fiscal year.

17. ADOPTION OF RESOLUTION AUTHORIZING THE USE THE SAN DIEGO COUNTY FRINGE BENEFIT CONSORTIUM / TAX SHELTER ANNUITY MASTER VENDOR LIST

Adopt the attached resolution authorizing the use of the San Diego County Schools Fringe Benefits Consortium FBC Master Vendor List, as shown in the attached supplement.

18. AUTHORIZATION TO TRANSFER BANKING ACCOUNT

Authorize the following account at Mission Federal Credit Union: San Dieguito High School Academy – Associated Student Body.

19. APPROVAL OF BUSINESS REPORTS

- a) Purchase Orders
- b) Instant Money
- c) Membership Listing
- d) 2004 Bond Release

Moved by _____, second by _____, that the above Consent Agenda items be approved.

A roll call vote is necessary.

-----END OF CONSENT AGENDA ITEMS-----

DISCUSSION AGENDA/ACTION ITEMS

RESOLUTION/SUFFICIENCY OF INSTRUCTIONAL MATERIALS

20.

PUBLIC HEARING/
ADOPTION OF RESOLUTION
SUFFICIENCY OF
INSTRUCTIONAL MATERIALS
20a.

ADOPTION OF RESOLUTION
SUFFICIENCY OF
INSTRUCTIONAL MATERIALS
20b.

Moved by _____, second by _____, to adopt the resolution determining that the school district has sufficient instructional materials for each pupil in the following areas: Mathematics, Science, History-Social Science, Reading/language arts, including the English language development component of an adopted program, Health, and Foreign Language, as shown in the attached supplement.

APPROVAL OF JOINT POWERS
AGENCY / SAN DIEGUITO
TRANSPORTATION
COOPERATIVE AGREEMENT
21.

Moved by _____, second by _____, to approve the Joint Powers Agency / San Dieguito Transportation Cooperative Agreement, during the period September 1, 2005 through August 31, 2006, and authorize Peggy Lynch to execute the final agreement in substantially the form presented to the Board with such changes as the superintendent deems necessary.

APPROVAL OF
SALARY ADJUSTMENT/SDFA
22.

Moved by _____, second by _____, to approve a salary increase of 5.61% for the certificated bargaining unit, as agreed in the Collective Bargaining Agreement with San Dieguito Faculty Association (SDFA), retroactive to July 1, 2005, and to adopt Board Policies 4141, "Certificated Salary Schedule" and 4143, "Extra-Curricular Salaries" as shown in the attached supplements.

APPROVAL OF
SALARY ADJUSTMENT/
NON-REPRESENTED GROUPS
a) Supervisory Employees
b) Confidential Employees
c) Management Employees
d) Superintendents
23.

Moved by _____, second by _____, to approve a salary increase of 5.61% for the following non-represented employees, retroactive to July 1, 2005, and adopt the Board Policies reflecting the above salary increase, as follows:
a) Policy 4541, "Supervisory Employees' Salary Schedule"
b) Policy 4241.2, "Confidential Employees' Salary Schedule"
c) Policy 4341.1, "Management Employees' Salary Schedule"
d) Superintendents (per contracts)

24. CLOSED SESSION

- a. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
- b. Conference with Labor Negotiators, pursuant to Government Code Sections 3549.1 and 54957.6.

Agency negotiators: Superintendent
Associate Superintendent/Instruction and

- Associate Superintendent/Human Resources
Associate Superintendent/Business Services
Employee organizations: San Dieguito Faculty Association/
Classified School Employees Association
- c. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.

INFORMATION ITEMS (see supplements)

25. Business Services Update
26. Curriculum and Instruction Update
27. Human Resources Update
28. Resolution - The California Live Within Our Means Act – Proposition 76
29. PUBLIC COMMENTS
(See *Board Agenda Cover Sheet*)
30. Future Agenda Items
31. Adjournment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
710 ENCINITAS BLVD., ENCINITAS, CA 92024

BOARD OF TRUSTEES MEETING

MINUTES

The meeting of the Board of Trustees of the San Dieguito Union High School District was called to order at 5:00 p.m. on Thursday, September 1, 2005, by President Groth.

PUBLIC COMMENTS

There were no public comments.

REGARDING

CLOSED SESSION ITEMS

2.

The Board recessed to Closed Session to discuss:

- a. Superintendent's evaluation
- b. To consider potential readmission of expelled student
- c. To consider potential student expulsion, pursuant to Government Code section 48900
- d. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957 (limited to consideration of the appointment, employment, evaluation of performance, discipline/release, dismissal of a public employee or to hear "complaints or charges brought against such employee by another person or employee unless the employee requests a public session").
- e. To discuss potential litigation, pursuant to Government Code Sections 3549.1 and 54957.6.

The Board returned to an Open Session in the District Office Board Room, 710 Encinitas Boulevard, Encinitas, California, at 6:30 p.m.

CALL TO ORDER

President Groth called the regular meeting to order at 6:30 p.m. Members and guests were led in the Pledge of Allegiance to the Flag.

Members Present

Barbara Groth, President
Linda Friedman, Vice President
Deanna Rich, Clerk
Joyce Dalessandro
Beth Hergesheimer

Administrators Present

Peggy Lynch, Ed.D., Superintendent
Penny Cooper-Francisco, Associate. Supt./Instruction
Eric Hall, Associate Superintendent/Business

Terry King, Associate Superintendent/Human Resources
Joann Redman, Recording Secretary

Student Board Members Present

Danny Belch, Torrey Pines High School
Robert Dowling, La Costa Canyon High School

Student Board Members Absent

Kelly Kean, Canyon Crest Academy
Kathy Rabii, San Dieguito High School Academy

Guests

Katie Bendix	Jim Stewart	Alissa Koller
Jessica Roth	Phyllis Rosenbaum	Nick Sidney
Danielle Jobin	Jen Bannirs	Ashley Carrick

REPORT OF ACTION TAKEN
IN CLOSED SESSION
5.

The Board took action in closed session to approve the readmission of Student #814774 and to approve the stipulated expulsion of student #755272.

The vote was 5-0.

APPROVAL OF MINUTES
6A.

Moved by Mrs. Friedman, seconded by Mrs. Rich, that the minutes of the Regular Meeting of August 18, 2005, be approved with minor changes.

AYES: Dalessandro, Friedman, Hergesheimer, Rich, Groth

ADVISORY VOTE: Belch

NOES: None

ABSENT: None

Motion unanimously carried.

NON-ACTION ITEMS

REPORT/STUDENT
BOARD MEMBER
7B.

Danny Belch, Torrey Pines High School, reported on:

- Back to School Dance
- Back to School Night
- Attended an ASB conference at Stanford University this summer

Robert Dowling, La Costa Canyon High School, reported on:

- Introduced Katie Bendix as the new student board representative for La Costa Canyon HS
- Registration this summer with “Taking Care of Business Days”
- 1st day of classes
- ASB is planning a dance
- New grade level competitions throughout the year
- Homecoming planning
- 1st week of school

TRUSTEE REPORTS
7C.

Mrs. Dalessandro reported on attending the:

- Back to School Classified Inservice
- Visit at teacher inservice at La Costa Canyon HS
- CSEA picnic

Mrs. Friedman reported on attending the:

- Solana Beach Library at Earl Warren MS to honor former Senator Dede Alpert
- The 5 architectural proposed models for the SDA Visual & Performing Arts facility

Mrs. Rich reported on attending the:

- CSEA picnic
- Solana Beach Library presentation to honor former Senator Dede Alpert
- SDA proposed architectural models for the Visual & Performing Arts facility

Mrs. Hergesheimer reported on attending the:

- CSEA picnic
- Rancho Santa Fe Community Day
- Solana Beach Library presentation to honor former Senator Dede Alpert
- SDA proposed architectural models for the Visual & Performing Arts facility

Mrs. Groth reported that she had done the above as well.

SUPERINTENDENT’S REPORT
AND LEGISLATIVE UPDATE
7D.

Dr. Lynch shared information regarding the proposed special education legislation AB1662, which has been revised. Dr. Lynch also reported on legislation related to L.A. Unified and the mayor’s role and the potential future effect on school districts.

Dr. Lynch reported on the following upcoming activities:

- Back to School Nights next week @ 6:00 p.m.:
 - Tuesday – Canyon Crest Academy
 - Wednesday – La Costa Canyon HS
 - Thursday – Carmel Valley MS
- September 6 – MAEGA Dinner @ Tony's Jacal 5-8 p.m.
- Models on display @ SDA for the proposed Visual & Performing Arts facility
 - September 9 – Jury Review & Dinner
 - September 10 – Architectural presentations all day long
- September 11 – Memorial services for Carol Sigelman
- September 22 – Mira Costa College signing ceremony

**ACTION AGENDA/
CONSENT ITEMS**

Moved by Mrs. Dalessandro, seconded by Mrs. Friedman, that items #8-14 be approved as written.

AYES: Dalessandro, Friedman, Hergesheimer, Rich, Groth

ADVISORY VOTE: Belch, Dowling

NOES: None

ABSENT: None

Motion unanimously carried.

PERSONNEL

CERTIFICATED PERSONNEL
8A.

Employment

Kevin Byrne, 100% Temporary Teacher for the 2005-06 school year, effective 8/22/05 through 6/16/06; Amy Johnson, 100% Temporary Teacher for the 2005-06 school year, effective 8/22/05 through 6/16/06; Kathleen Meng, 100% Temporary Teacher for the 2005-06 school year, effective 8/22/05 through 6/16/06; Shelby Policastri, 100% Temporary Teacher for the 2005-06 school year, effective 8/22/05 through 6/16/06; Virginia Serna, 100% Probationary Coordinator of Special Education in the 2005-06 school year, effective 8/23/05.

Change in Assignment

Ashley Bitner, Temporary Teacher, Change in Assignment from 40% to 60% for the 2005-06 school year, effective 8/22/05 through 6/16/06; Tina Hernandez, Temporary Teacher, Change in Assignment from 80% to 100% for Semester I/2005-06 school year, effective 8/22/05 through 1/25/06; Elise Ochendusko, Temporary Teacher, Change in Assignment from 80% to 100% for the 2005-06 school year, effective 8/22/05 through 6/16/06.

CLASSIFIED PERSONNEL
8B.

Employment

Caron, Diane, Office Assistant, effective 8/22/05; Chan, Margaret, Nutrition Services Assistant I, effective 8/22/05; Columb, Janet, Nutrition Services Assistant I, effective 8/22/05; Eddings, Deborah, Nutrition Services Assistant I, effective 8/22/05; Roberts, Caroline, Administrative Secretary, effective 8/15/05; Rodriguez, Cesar, Computer Support Technician, effective 8/22/05.

Change in Assignment

Castro, Adalberto, from Custodian to Custodian-Floater, effective 8/12/05; Crain, Eric, from Warehouse Delivery Worker to Warehouse Stores Worker, effective 8/1/05 through approximately 10/18/05; DelVal, Amador, from Grounds Maintenance Worker I to Grounds Maintenance Equipment Operator, effective 8/8/05 through approximately 9/30/05; DelVal, Rick, from Warehouse Stores Worker to Warehouse Supervisor, effective 8/1/05 through approximately 10/18/05; Doyle, Therese, from 48.75% Instructional Assistant SpEd to 100% Office Assistant, effective 8/15/05; Hayes, Michael, from Skilled Maintenance Worker to Lead Maintenance Worker I, effective 8/19/05; Magana, Carlos, from Custodian to Custodian-Floater, effective 8/15/05; Potter, Kathy, from Human Resources Technician to Executive Assistant, effective 7/25/05 through 8/1/05; Snedeker, Steve, from Custodian to Custodian-Floater, effective 8/11/05; Umphrey, Dale, from Skilled Maintenance Worker to Lead Maintenance Worker, effective 8/18/05.

Resignation

Boatner, Patricia, Instructional Assistant SpEd (SH), effective 8/22/05.

INSTRUCTION

APPROVAL/RATIFICATION OF AGREEMENTS

9.

The Board approved/ratified entering into the following agreement and authorized Simonetta March to execute the agreement:

- a) Carolyn Perino to provide consulting and facilitating services for the District Strategic Plan and GATE Program, during the period October 10, 2005 through May 2, 2006, for an amount not to exceed \$6,000.00, to be expended from the General Fund 03-00.

BUSINESS

APPROVAL/RATIFICATION OF AGREEMENTS

10.

The Board approved/ratified entering into the following agreements and authorized Simonetta March to execute the agreements:

- a) Bert's Office Trailers for lease of trailer at the transportation site, during the period August 17, 2005 through November 18, 2005, for an amount not to exceed \$1,000.00, to be expended from the Special Reserve/Capital Project Fund 40-00.
- b) Frog's Club One for lease of facilities for the Canyon Crest Academy Water Polo Program, during the period August 15, 2005 through September 5, 2005, for an amount not to exceed \$1,440.00, to be expended from the General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation.
- c) Carmel Valley Swimming Pool for lease of facilities for the Canyon Crest Academy Water Polo Program, during the period September 6, 2005 through November 10, 2005, for an amount not to exceed \$5,516.00, to be expended from the General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation.
- d) Bargaining Hunter to provide licensing and online subscriber services for salary research purposes, during the period September 1, 2005 through June 30, 2006, for an amount not to exceed \$3,682.00, to be expended from the General Fund 03-00.
- e) Geocon, Inc. to provide a limited geotechnical investigation for the La Costa Canyon High School Track & Field Renovation, during the period September 1, 2005 through December 31, 2005, for an amount not to exceed \$6,250.00, to be expended from the General Fund 03-00 and reimbursed by the La Costa Canyon High School Foundation.

- f) Melchior Land Surveying, Inc. to provide land surveying services for the La Costa Canyon High School Track & Field Renovation, during the period August 1, 2005 through October 30, 2005, for an amount not to exceed \$5,520.00, to be expended from the General Fund 03-00 and reimbursed by the La Costa Canyon High School Foundation.

APPROVAL OF CHANGE ORDERS

11.

The Board approved change order number 1 to the following projects and authorized Simonetta March to execute the change orders:

- a) Chambers, Inc. dba Roof Construction for Replacing the Gymnasium Roof at Torrey Pines High School project B2005-35, increasing the contract time by 4 calendar days and decreasing the contract amount by \$15,000.00.
- b) Stevens Construction for the Underfloor & Drainage Repairs at the Sunset High School project B2006-06, increasing the contract time by 9 calendar days and decreasing the contract amount by \$160.00.

ACCEPTANCE OF CONSTRUCTION PROJECTS

12.

The Board accepted the following projects as complete, pending the completion of a punch list, and authorized the administration to file a Notice of Completion with the County Records Office:

- a) Replace Gymnasium Roof at Torrey Pines High School B2005-35, contract entered into with Chambers, Inc., dba Roof Construction.
- b) Underfloor & Drainage Repair at Sunset High School B2006-06, contract entered into with Stevens Construction.

AUTHORIZATION TO TRANSFER BANKING ACCOUNTS

13.

The Board authorized the administration to transfer the following accounts to Mission Federal Credit Union:

- a) San Dieguito Union High School District – Torrey Pines High School – Associated Student Body Account

APPROVAL OF BUSINESS REPORTS

14.

The Board approved the following business reports:

- a) Purchase Orders – 260631-760020
- b) Instant Money – 10055-10057
- c) 2004 Bond Release – 8/23/05

DISCUSSION AGENDA/ACTION ITEMS

APPROVAL OF INTERAGENCY
AGREEMENT / MIRA COSTA COLLEGE
15.

Dr. Lynch reported that this is a unique opportunity to work with Mira Costa College in order to support students who have not passed the CAHSEE. With this agreement, the students would receive a Mira Costa High School diploma.

Motion by Dalessandro, seconded by Mrs. Rich, to approve the Inter-Agency Agreement among Mira Costa Community College District, Carlsbad Unified School District, Oceanside Unified School District and San Dieguito Union High School District for the 2005-06 school year, as shown in the attached supplement.

AYES: Dalessandro, Friedman, Hergesheimer,
Rich, Groth

ADVISORY VOTE: Belch, Dowling

NOES: None

ABSENT: None

Motion unanimously carried.

NAMING OF VISUAL & PERFORMING
ARTS FACILITY / SDA
16.

Dr. Lynch reported that a request was received from the San Dieguito HS Academy administration to name the proposed Visual & Performing Arts facility after Clayton Liggett, a former teacher. This request is supported by many staff members as well as community members. After reviewing board policy, Dr. Lynch indicated that a committee is to be formed which includes members of staff, students, administration and the community which will review the request and make a recommendation to the Superintendent. The Board requested that the committee be formed and a recommendation be brought back to a future meeting.

CLOSED SESSION
17.

Closed session was already completed.

INFORMATION ITEMS

BUSINESS SERVICES UPDATE 18.

Mr. Hall reported on the following items:

- The opening of school enrollment is 12,088 students as of today.
- Active projects this summer included portables at Carmel Valley MS; science labs at Carmel Valley MS and Torrey Pines HS; and the opening of new classrooms and food service area at Canyon Crest Academy.

CURRICULUM AND INSTRUCTION UPDATE 19.

Mrs. Cooper-Francisco reported that the opening of school ran smoothly. Holding the Taking Care of Business Days before school started helped make it a smooth opening.

HUMAN RESOURCES UPDATE 20.

Ms. King reported that highly qualified teachers have been hired and the staffing looks good at the school sites.

PUBLIC COMMENTS 21.

There were no public comments.

FUTURE AGENDA ITEMS 22.

There were no future agenda items.

CLOSED SESSION 17.

There was no further closed session.

ADJOURNMENT 23.

There being no further business to come before the Board, the meeting was adjourned at 6:51 p.m.

Deanna Rich, Clerk

Peggy Lynch, Ed.D., Superintendent

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 8, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Terry King JK
Associate Superintendent/Human Resources

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF CERTIFICATED AND
CLASSIFIED PERSONNEL

EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

Certificated

Employment
Change in Assignment
Leave of Absence

Classified

Employment
Change in Assignment
Resignation

RECOMMENDATION:

It is recommended that the Board approve the attached Certificated Personnel Actions.

FUNDING SOURCE:

General Fund

AGENDA ITEM # 8

PERSONNEL LIST

CERTIFICATED PERSONNEL

Employment

1. **Alice Beebe**, 100% Temporary Teacher for the 2005-06 school year, effective 8/30/05 through 6/16/06.
2. **Kevin Czechowski**, 100% Temporary Teacher for the 2005-06 school year, effective 8/30/05 through 6/16/06.

Change in Assignment

1. **Ashley Bitner**, Temporary Teacher, Change in Assignment from 60% to 80% for the remainder of the 2005-06 school year, effective 8/30/05 through 6/16/06.

Leave of Absence

1. **Anne Marie Godfrey**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the remainder of the 2005-06 school year, effective 8/30/05 through 6/16/06.
2. **Maura Leonard**, Teacher, Rescind previously-approved request for 40% Unpaid Leave of Absence (60% assignment) for the 2005-06 school year, and revise to 20% Unpaid Leave of Absence (80% assignment) for the remainder of the 2005-06 school year, effective 8/30/05 through 6/16/06.
3. **Alison Oden**, Teacher, Rescind previously-approved request for 40% Unpaid Leave of Absence (60% assignment) for the 2005-06 school year, and revise to 20% Unpaid Leave of Absence (80% assignment) for the 2005-06 school year, effective 8/22/05 through 6/16/06.

CLASSIFIED PERSONNEL

Employment

1. **Gutierrez, Guadalupe**, Instructional Assistant SpEd (SH), effective 8/30/05
2. **Hernandez, Laura**, Receptionist-Bilingual (Spanish), effective 8/22/05
3. **Rankin, Marjorie**, Office Assistant, effective 8/29/05
4. **Wilson, Gabrielle**, Instructional Assistant SpEd, effective 8/30/05
5. **Young, Katherine**, Instructional Assistant SpEd (SH), effective 8/24/05

Change in Assignment

1. **Cook, Jerret**, from Instructional Assistant SpEd to Instructional Assistant SpEd (SH), effective 8/30/05
2. **Flores, Eulogio**, from layoff status to Custodian, effective 8/22/05
3. **Gutierrez, Hector**, from Campus Supervisor-Middle School to Media Support Specialist, effective 8/22/05 through 11/05/05
4. **Miller, Dennis**, from Maintenance Worker II, to Painter, effective 7/1/05 through 8/12/05
5. **Rey, Eduina**, from Office Assistant to Instructional Assistant SpEd (SH), effective 8/30/05
6. **Sleeper, Richard**, from Maintenance Worker II, to Painter, effective 7/1/05 through 8/12/05

Resignation

1. **Buck, Curtis**, Tutoring Center Specialist, effective 8/25/05
2. **Hoyt, Diane**, Receptionist, effective 8/25/05

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 6, 2005

BOARD MEETING DATE: September 15, 2005

**PREPARED AND
SUBMITTED BY:** Peggy Lynch, Ed.D.,
Superintendent



SUBJECT: ACCEPTANCE OF GIFTS/DONATIONS

EXECUTIVE SUMMARY

The district administration is requesting acceptance of gifts/donations to the district, as shown on the attached report.

RECOMMENDATION:

The administration recommends that the Board accept the gifts/donations to the district, as shown on the attached list.

FUNDING SOURCE:

Not applicable

PL/sg
Attachments

AGENDA ITEM: 9

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

GIFTS/DONATIONS REPORT

Date: **September 15, 2005**

<u>Gift/ Donation</u>	<u>Name of Donor</u>	<u>Donor's Intent for Gift</u>	<u>Department/ Staff Member</u>	<u>Site</u>
\$5,105.40	TPHS Foundation	Pool rental for Boys' Water Polo	P.E.	TPHS
\$240.00	TPHS Foundation	Ballet bar for dance room	P.E.	TPHS
\$2,976.00	TPHS Foundation	Edline Program		TPHS
\$4,757.00	TPHS Foundation	Mini-grant for Roto Trim, Adobe License	Admin.	TPHS
\$433.86	United Way		DNO - \$69.00, SDA - \$93.00, TPHS - \$127.00, Sunset - \$21.00, CCA - \$8.00 CVMS - \$115.00	
\$30.00	Edison Matching Gift Program		SDA - \$30.00	SDA
\$630.00	SDA Foundation	Classroom supplies and materials for Woods class	Applied Tech.	SDA
\$160.00	SDA Foundation	Classroom supplies and materials for Auto class	Applied Tech.	SDA

<u>Gift/ Donation</u>	<u>Name of Donor</u>	<u>Donor's Intent for Gift</u>	<u>Department/ Staff Member</u>	<u>Site</u>
\$435.00	SDA Foundation	Classroom supplies and materials for the Metals class	Applied Tech.	SDA
\$150.00	SDA Foundation	For Science Department	Science Dept.	SDA
\$1,383.65	SDA Foundation	Classroom supplies for the Art Department	Fine Arts	SDA
\$280.00	SDA Foundation	Facility rental fees for Skate P.E.	P.E. Dept.	SDA
\$197.03	SDA Foundation	For the Library/Media Center	Library/Media Center	SDA
Spray booth and misc. electrical equipment, air filter	Julie Robin		Administration	SDA

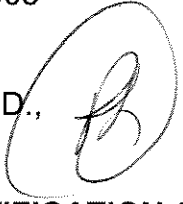
San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 6, 2005

BOARD MEETING DATE: September 15, 2005

**PREPARED AND
SUBMITTED BY:** Peggy Lynch, Ed.D.,
Superintendent 

SUBJECT: APPROVAL/RATIFICATION OF FIELD TRIPS

EXECUTIVE SUMMARY

The district administration is requesting approval/ratification of the out-of-state or overnight field trips, as shown on the attached report.

RECOMMENDATION:

The administration recommends that the Board approve/ratify the out-of-state and overnight field trips, as shown on the attached report.

FUNDING SOURCE:

See attached report.

PL/sg
Attachments

AGENDA ITEM: 10

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

FIELD TRIP REPORT

Date: **September 15, 2005**

<u>Date of Field Trip</u>	<u>School</u>	<u>Name of Sponsor and Team/Club, etc.</u>	<u>Number of Students/Chaperones</u>	<u>Name and Purpose of Conference/Competition</u>	<u>Location</u>	<u>Loss of Class Time</u>	<u>Cost *</u>
11/10-11/13/05	SDA	SDA Journalism and Yearbook Students	20/3	To attend the National Scholastic Association/Journalism Education Association Convention	Chicago, IL	1 class	N/A
4/20-4/23/05	SDA	SDA Journalism and Yearbook Students	20/3	To attend the National Scholastic Association/Journalism Education Association Convention	San Francisco, CA	1 class	N/A
10/1-10/2/05	SDA	Kerri Leonard SDA Speech & Debate Team	30/1 chap. for every 6-8 students	To attend the CSU Speech & Debate Tournament	CSU Long Beach, CA	None	N/A
11/4-11/5/05	SDA	Kerri Leonard SDA Speech & Debate Team	30/	To attend a Speech & Debate Tournament	USC, Los Angeles	1 day	N/A
11/12-11/13/05	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/1 chap. for every 6-8 students	To attend a Speech & Debate Tournament	Damien High School	None	N/A
12/9-12/10/05	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ 1 chap. To every 6-8 students	To attend a Speech & Debate Tournament	Cypress College	1 day	N/A
1/6-1/8/06	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ /1 chap. To every 6-8 students	To attend a Speech & Debate Tournament	CSU Fullerton	1 day	N/A

1/20/- 1/21/06	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ 1 chap. To every 6-8 students	To attend a Speech & Debate Tournament	La Mirada High School	1 day	N/A
2/17/- 2/20/06	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ 1 chap. To every 6-8 students	To attend a Speech & Debate Tournament	UC Berkeley	None	N/A
3/31- 4/1/06	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ 1 chap. To every 6-8 students	To attend a Speech & Debate Tournament - National Quals.	TBA	1 day	N/A
4/21- 4/23/06	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ 1 chap. To every 6-8 students	To attend a Speech & Debate Tournament	Sierra College	2 days	N/A
1/13/- 1/14/05	SDA	Kerri Leonard SDA Speech & Debate Team	Varies/ 1 chap. To every 6-8 students	To attend a Speech & Debate Tournament	Arizona State University	1 day	N/A
10/1/- 10/2/05	LCC	Krista deBoer LCC Speech & Debate Team	100/10	To attend a Speech & Debate Tournament	CSU Long Beach	None	N/A
11/4/- 11/5/05	LCC	Krista deBoer LCC Speech & Debate Team	15/1-2	To attend a Speech & Debate Tournament	USC Los Angeles	1 day	N/A
11/12/- 11/13/05	LCC	Krista deBoer LCC Speech & Debate Team	25/2	To attend a Speech & Debate Tournament	San Bernardino Red Roof Inn	None	N/A
12/9/- 12/10/05	LCC	Krista deBoer LCC Speech & Debate Team	75/3	To attend a Speech & Debate Tournament	Cypress College	1 day	N/A

1/6/- 1/8/06	LCC	Krista deBoer LCC Speech & Debate Team	60/3	To attend a Speech & Debate Tournament	CSU Fullerton	1 day	N/A
1/20/- 1/21/06	LCC	Krista deBoer LCC Speech & Debate Team	60/3	To attend a Speech & Debate Tournament	La Mirada High School	1 day	N/A
2/17/- 2/20/06	LCC	Krista deBoer LCC Speech & Debate Team	20/2	To attend a Speech & Debate Tournament	UC Berkeley	None	N/A
4/20/- 4/23/06	LCC	Krista deBoer LCC Speech & Debate Team	10/1	To attend a Speech & Debate Tournament	Sierra College	2-3 days	N/A
1/13/- 1/15/06	LCC	Krista deBoer LCC Speech & Debate Team	20/1	To attend a Speech & Debate Tournament	Arizona State University	1 day	N/A
3/31/- 4/1/06	LCC	Krista deBoer LCC Speech & Debate Team	20/2	To attend a Speech & Debate Tournament	TBA	1 day	N/A

* Dollar amounts are listed only with district/site funds are being spent. Other activities are paid for by student fees or ASB funds.


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 8, 2005

BOARD MEETING DATE: September 15, 2005

**PREPARED AND
SUBMITTED BY:** Peggy Lynch, Ed.D.,
Superintendent 

SUBJECT: Approval of Amendment/
Superintendent's Contract

EXECUTIVE SUMMARY

Attached is an Amendment to the Agreement between the San Dieguito Union High School District Board of Education and Peggy A. Lynch, Superintendent. Approval of this amendment would make the term of the agreement a four-year term, commencing August 1, 2005, and ending August 1, 2009, and modifications to the contract as attached.

RECOMMENDATION:

It is recommended that the Board approve the Second Amendment to the Agreement between San Dieguito Union High School District Board of Education and Peggy A. Lynch, Superintendent, making the term of the agreement four years commencing August 1, 2005, and ending August 1, 2009, and modifications to the contract as attached.

FUNDING SOURCE:

Not applicable.

PL/sg
Attachments

AGENDA ITEM: 11

**AMENDMENT OF SEPTEMBER 15, 2005
TO AGREEMENT BETWEEN
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION AND PEGGY A. LYNCH, SUPERINTENDENT**

This Amendment to the Agreement between San Dieguito Union High School District Board of Education and Peggy A. Lynch, Superintendent, (the Agreement) is made and entered into this 15th day of September 2005.

WITNESSETH

WHEREAS, the Board of Trustees and Dr. Peggy A. Lynch entered into the Agreement for employment of Dr. Lynch as the District Superintendent accepted by the Superintendent by her signature dated May 17, 2001; and

WHEREAS, the Board of Trustees and Dr. Peggy A. Lynch entered into a new Agreement for employment of Dr. Lynch as the District Superintendent accepted by the Superintendent by her signature dated October 16, 2003 (hereafter sometimes referred to as "the Agreement"); and

WHEREAS, the Board of Trustees and Dr. Lynch desire to amend the provisions of the Agreement at Sections 1, 5, 10 and 19, respectively entitled, "Term of Agreement," "Health Benefits," "Automobile and Expenses," and "Renewal of Agreement;" and

WHEREAS, pursuant to the provisions of Education Code section 35031 the Superintendent may be elected for a term of no more than four years; and

WHEREAS, the Board of Trustees desires to reemploy the Superintendent for a term of four years; and

WHEREAS, the Superintendent desires to be reemployed for a term of four years as provided in the Agreement and this Amendment; and

WHEREAS, the Board of Trustees desires to compensate the Superintendent with respect to certain benefits identified in this Amendment to the Agreement;

NOW THEREFORE, based on the mutual agreement of the Board of Trustees and Dr. Lynch, the Agreement is amended as follows:

1) Section 1. TERM OF AGREEMENT in the Agreement and amendments to the Agreement is omitted in its entirety and replaced with the following provision:

1. TERM OF AGREEMENT The Board hereby employs and the Superintendent agrees to be employed as San Dieguito Union High School District Superintendent of Schools for a term of four (4) years commencing August 1, 2005, and ending August 1, 2009, subject to the terms and conditions herein set forth.

2) Section 5. HEALTH BENEFITS in the Agreement and amendments to the Agreement is revised by omitting Section 5.3 in its entirety and replacing it with the following provision:

5.3 In addition to the compensation described in Article 4, the Superintendent and her spouse shall also be provided with the Health and Welfare Benefits identified in this Section 5, exclusive of the flexible spending account funds, from the date of her retirement until she becomes eligible for Medicare coverage and as to her spouse from the date of her retirement until her spouse becomes eligible for Medicare coverage. Should the Superintendent take another position which makes her eligible for group health and welfare benefits, specifically group health benefits and dental insurance coverage, from another employer, the provisions of this Section 5.3 shall not apply. Provided however, if only group health benefits are available to the Superintendent and her spouse from another employer, the District shall not be responsible to provide the Superintendent and her spouse group health coverage under this Agreement but shall provide group dental insurance coverage; if only dental insurance is available to the Superintendent and her spouse from another employer, the District shall not be responsible to provide the Superintendent and her spouse dental insurance coverage under this Agreement but shall provide group health benefits.

After her eligibility for Medicare the Superintendent shall be entitled to participate in the District's group medical and dental coverage offered by the District to its certificated management employees, provided that the cost of such group coverage shall be borne by the Superintendent or her spouse. After his eligibility for Medicare the Superintendent's spouse also shall be entitled to participate in the District's group medical and dental coverage offered by the District to the spouses of its certificated management

employees, provided that the cost of such group coverage shall be borne by the Superintendent or her spouse.

3) Section 10. AUTOMOBILE AND EXPENSES in the Agreement and amendments to the Agreement is omitted in its entirety and replaced with the following provision:

10. AUTOMOBILE AND EXPENSES The Board shall provide the Superintendent with a combined automobile and expense allocation of Seven Hundred and Fifty Dollars (\$750) per month to be paid effective July 1, 2005, through the term of the contract for reasonable expenses incurred while performing her day-to-day duties and obligations on behalf of the San Dieguito Union High School District.

4) Section 19. RENEWAL OF AGREEMENT in the Agreement and amendments to the Agreement is omitted in its entirety and replaced with the following provision:

19. RENEWAL OF AGREEMENT The Board may, but is not required to notify the Superintendent of its intent to renew this Agreement. The notification shall be in writing and delivered no later than January 1, 2009. If the Board fails to or chooses not to notify the Superintendent of its intention to renew this agreement on or before the above date, the Agreement shall automatically expire on its stated expiration date, and this Agreement provision shall constitute the required notice pursuant to Education Code Section 35031.

IN WITNESS WHEREOF, the parties hereto execute this Amendment of September 15, 2005, to be effective on the date of approval of the Board of Trustees.

Peggy A. Lynch

Board of Trustees
San Dieguito Union High School District

By _____
Barbara Groth, Board President

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 7, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Simonetta March, Director of Purchasing/Whs.
Steve Ma, Executive Director of Business Services
Eric Hall, Associate Superintendent/Business

SUBMITTED BY: Peggy Lynch, Ed.D.,
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACTS/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes five contracts totaling \$16,586.00, or as noted on the attachment.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contracts, as shown in the attached Professional Services Report.

FUNDING SOURCE:

As noted on attached list.

AGENDA ITEM: 12

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Date: 09-15-05

<u>Contract Effective Dates</u>	<u>Consultant/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
8/25/05	Save a Life Educators	Provide CPR/First Aid Training to bus drivers	General Fund/Restricted 06-00	\$1,710.00
8/17/05 – 10/06/05	UCSD Sports Facilities	Lease of facilities for Torrey Pines High School Boys Water Polo Program	General Fund 03-00 to be reimbursed by TPHS Foundation	\$5,106.00
8/17/05 – 9/09/05	City of Oceanside Parks & Recreation Department	Lease of facilities for La Costa Canyon High School Boys Water Polo Program	General Fund 03-00 to be reimbursed by LCC Foundation	\$1,560.00
9/06/05 – 11/30/05	Magdalena Ecke YMCA	Lease of facilities for La Costa Canyon High School Boys Water Polo Program	General Fund 03-00 to be reimbursed by LCC Foundation	\$4,400.00
9/5/05 – 6/30/05	Match Point of San Diego	Provide tennis court maintenance services at San Dieguito High School Academy, Torrey Pines High School, and La Costa Canyon High School; agreement allows for additional services if requested by the site's Athletic Director or Adult Education program	General Fund 03-00 and partially reimbursed by TPHS Foundation	\$3,810.00


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 6, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: 
John Addleman, Facilities Planning Analyst
Steve Ma, Exec. Director of Business Services
Eric J. Hall, Assoc. Supt. of Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF CHANGE ORDER #6/
CANYON CREST ACADEMY

EXECUTIVE SUMMARY

District staff and Barnhart Construction continue to manage the construction of Canyon Crest Academy in line with the budget. The total dollar amount associated with change order #6 to the attached bid packages is \$279,280.00. The changes are being funded by two previously identified contingency funds set up in the budget. The first is a 5% District Contingency, and the second is a 2.5% Construction Contingency. The balance remaining in the District Contingency fund after approval is \$593,762.00. The balance remaining in the Construction Contingency after approval is \$785,151.00.

The single largest item included in change order #6 is the build-out of space in Building A3 previously shown as shell space. In change order #6, the amount to convert from shell space to Art classroom space is \$149,911.00. Other changes of note in change order #6 are:

- a) An additional amount of \$18,559 for the conversion of two classrooms in Building F into the Black Box Practice Theatre.
- b) \$16,688 to provide fireproofing to the roof framing and to the underside of the gym deck as required by code, but not noted on plans.
- c) \$13,175 to provide additional fiber optic runs from the multimedia and editing rooms in Building F to the IDF room.

RECOMMENDATION:

APPROVAL OF CHANGE ORDERS/CCA

Approve Change Order Number 6 to the following bid packages for the Canyon Crest Academy project, to be expended from Mello Roos funds, State School Building Fund 35-00, and Other Building Fund 21-09, and authorize Simonetta March to execute the change orders:

- a) Combination Bid Packages 2 & 24 (site utilities, plumbing) – Peltzer Plumbing, Inc., increasing the contract amount by \$24,546.00.
- b) Bid Package #4 (reinforcing, cast-in-place concrete, precast concrete, membrane waterproofing, chain link fence) – T.B. Penick & Sons, Inc., increasing the contract amount by \$4,070.00.
- c) Bid Package #5 (masonry & veneer system) – New Dimension Masonry, Inc., increasing the contract amount by \$12,410.00.
- d) Bid Package #6 (structural steel, metal deck, miscellaneous metals, decorative metal fencing & gates) – McMahon Steel Co., Inc., increasing the contract amount by \$13,919.00.
- e) Bid Package #7 (rough carpentry) – Rocky Coast Framers, Inc., increasing the contract amount by \$5,844.00.
- f) Bid Package #8 (finish carpentry, plastic laminate and wood casework, laboratory furniture equipment) – K & Z Cabinet Co., Inc., increasing the contract amount by \$40,596.00.
- g) Bid Package #9 (roofing) – J.P. Witherow Roofing Co., Inc., increasing the contract amount by \$2,712.00.
- h) Bid Package #10 (sheet metal & roof accessories) – Challenger Sheet Metal, decreasing the contract amount by \$39.00.
- i) Bid Package #11 (glass and glazing, aluminum store front and pass through windows) – Perfection Glass Company, increasing the contract amount by \$15,239.00.
- j) Combination Bid Packages 12 & 14 (lath & plaster, drywall, metal studs, doors, frames, hardware, coiling doors, insulation, fireproofing, acoustical ceilings, fabric & vinyl wrapped wall panels, marker boards, protective wall covering & operable walls) – Standard Drywall, Inc., increasing the contract amount by \$78,264.00.
- k) Bid Package #15 (flooring-resilient flooring and carpet) – Pro Installations, Inc., d/b/a Spectra Contract Flooring, decreasing the contract amount by \$110.00.
- l) Bid Package #17 (paint & wall coverings) – RBE, increasing the contract amount by \$905.00.
- m) Bid Package #18 (specialties) – Inland Acoustics, Inc., increasing the contract amount by \$1,272.00.
- n) Bid Package #19 (theater equipment) – Inland Acoustics, Inc., increasing the contract amount by \$18,559.00.

- o) Bid Package #21 (food service equipment) – FSE, Inc., increasing the contract amount by \$1,237.00.
- p) Bid Package #25 (HVAC & fire protection) – Control Air Conditioning Corp., increasing the contract amount by \$15,710.00.
- q) Bid Package #26 (electrical) – Steiny & Co., Inc., increasing the contract amount by \$45,259.00.

FUNDING SOURCE:

Mello Roos, State School Building Fund 35-00, Other Building Fund 21-09

Enclosures: Change Order Log

**San Dieguito Union High School District
Canyon Crest Academy
Change Order Log
September 6, 2005**

Item #	Date		FF#	Contractor	Bid Pkg	Description	Reason	Amount
	T/Contractor	Bd App'd						
6.01	Misc.		18	Peltzer Plumbing	2, 24	Above and below ground acid waste and gas piping deletions for building C, and workstation revisions for both buildings C & D	Value Engineering	(\$17,918.00)
6.02	7/15/2005		207, 323	Peltzer Plumbing	2, 24	A3 building changes	District requested program chages to Building A3	\$39,772.00
6.03	4/26/2005		283	Peltzer Plumbing	2, 24	Fan coil #4 on Building C Room 115 required a condensate drain line	Mechancial Engineer/Condensate drain line required for fan coil	\$1,579.00
6.04	5/23/2005		220	TB Penick	4	Delete traffic topp from spec. 07571 at 2nd level balconies at plaza decks around A3, A209, and gym patio	Architect/Traffic topping not required at designated locations	(\$8,041.00)
6.05	4/8/2005		260	TB Penick	4	Building B weight room redesign	District requested relocation of weight room	\$6,433.00
6.06	5/19/2005		287	TB Penick	4	Modify CMU wall & electrical at the A2 building amphitheater for outdoor sound system	District requested additions to amphitheater	\$1,416.00
6.07	7/11/2005		299	TB Penick	4	Precast sill installation trade between New Dimension and T.B. Penick	Contractors/No cost change trade of scope between contractors	(\$11,971.00)
6.08	1/4/2005		349	TB Penick	4	T&M for temporary shoring of metal deck	Contractors/Certain metal deck spans required shoring for concrete placement	\$15,776.00
6.09	6/17/2005		349	TB Penick	4	T&M for hand digging of A3 footings by Geogrid wall	Contractors/Geogrid wall and A3 building footings were too close together (50% split)	\$457.00
6.10	6/5/2005		287	New Dimension Masonry	5	Modify CMU wall & electrical at the A2 building ampitheater for outdoor sound system	District requested additions to amphitheater	\$439.00
6.11	7/11/2005		299	New Dimension Masonry	5	Precast sill installation trade between New Dimension and T.B. Penick	Contractors/No cost change trade of scope between contractors	\$11,971.00
6.12	4/29/2005		107b	McMahon Steel	6	A2 Performing Arts Auditorium handrail additions for change in seating configuration	District requested changes to A2 building theater	\$1,945.00
6.13	11/19/2004		233	McMahon Steel	6	Stair #1 at Building A1: Columns at framing required modifications	Architect/Required modifications to alleviate dimensional conflicts between structural and architectural to reinforce stairs	\$1,273.00
6.14	4/29/2005		243	McMahon Steel	6	Added fencing north of Building G stair	District requested added fencing to be able to close off area	\$3,902.00
6.15	2/25/2005		251	McMahon Steel	6	North stairs at Buildings C, D, & E: Stair stringer attachment at CMU and deck	Architect/Required modifications to alleviate dimensional conflicts between structural and architectural	\$6,799.00
6.16	12/27/2004		112	Rocky Coast Framers	7	Curbs for exhaust fans and electrical transformers	Architect/Curbs were detailed incorrectly on architectural roof plans	\$5,210.00
6.17	6/28/2005		318	Rocky Coast Framers	7	Shaped nailers at Building A1 on mechanical walls at upper roof area	Construction Manager/Some locations included a detail for nailers, and some did not	\$634.00
6.18	6/20/2005		202	K&Z Cabinets	8	Add filler panels and end panels at Buildings C&D and remake epoxy tops at science classrooms	Architect/Cabinet modifications required due to plumbing locations that were not changed	\$1,672.00
6.19	8/15/2005		207	K&Z Cabinets	8	A3 building changes: casework including cabinets, display cases, shelving, etc.	District requested program chages to Building A3	\$38,924.00
6.20	1/28/2005		240	JP Witherow	9	Sheet metal pan changed to 3 ply built up roof with cap sheet at Building F	Construction Manager/Cost offset by credit for sheet metal and is an improved roof	\$2,712.00
6.21	7/27/2005		215	Challenger Sheet Metal	10	Connection to fill gap at elevated concrete decks & soffit below	Architect/6" studs did not work together with design. Had to use 4" studs leaving a gap between deck & wall (Part of deck coating issues)	\$1,181.00

6.22	6/29/2005		240	Challenger Sheet Metal	10	Sheet metal pan changed to 3 ply built up roof with cap sheet at Building F	Construction Manager/Improved roofing application at no extra cost to owner	(\$2,712.00)
6.23	2/18/2005		244	Challenger Sheet Metal	10	Provide suspended exterior stucco at breezeway A221, Building A1 and modify ceiling light fixtures for recessed installation	District/Aesthetic improvement over exposed ceiling	\$1,147.00
6.24	5/4/2005		284	Challenger Sheet Metal	10	Install sheet metal closure panel in balcony wall building E	Architect/Needed to meet code (no openings larger than 4" on guardrails)	\$345.00
6.25	6/27/2005		207	Perfection Glass	11	A3 Building changes	District requested program changes to Building A3	\$14,416.00
6.26	3/18/2005		261a	Perfection Glass	11	Added ticket window at Building B	District requested additional ticket window at Building B	\$542.00
6.27	4/25/2005		279	Perfection Glass	11	Delete one A1 Building library window at A116	Architect/Window was not installed	(\$447.00)
6.28	7/15/2005		330	Perfection Glass	11	At A1 library window area and referenced details provide WR Grace 40 Mil "Ice & Water" shield	Architect/Improved waterproofing detail around windows	\$728.00
6.29	12/22/2004		196	Standard Drywall	12,14	Revise walls at wheelchair lift in Building A2	Architect/Required modifications for wheelchair lift	\$1,324.00
6.30	4/23/2005		207	Standard Drywall	12,14	A3 Building changes	District requested program changes to Building A3	\$47,364.00
6.31	4/5/2005		223	Standard Drywall	12,14	At Building A1, provide door at A121 to health clinic A123 & provide hardware to match A108	District requested interior access into health clinic	\$858.00
6.32	2/21/2005		244	Standard Drywall	12,14	Provide suspended exterior stucco at breezeway A221, Building A1	District/Aesthetic improvement from exposed ceiling	\$10,841.00
6.33	5/2/2005		248a	Standard Drywall	12,14	At gym building delete wall and door between ASB offices & ASB classroom	District requested change	(\$3,107.00)
6.34	4/5/2005		260	Standard Drywall	12,14	Redesign of Building B weight room floor	District requested to change weight room location	\$856.00
6.35	4/5/2005		261a	Standard Drywall	12,14	Add ticket window at Building B (Frame)	District requested to have an additional ticket window at Building B	\$789.00
6.36	6/20/2005		278	Standard Drywall	12,14	At gym building delete steel gate and fence at stairs from grade to second floor	District requested change	(\$133.00)
6.37	6/20/2005		285a	Standard Drywall	12,14	Revise gate hardware, delete panic hardware & security plate, add signs, and cane bolts	District requested change	(\$1,198.00)
6.38	6/21/2005		307	Standard Drywall	12,14	Provide 1 hour sprayed-on fireproofing to roof framing and underside of deck at gym	Architect/Areas required fireproofing but did not have it called out on the contract documents (code issue)	\$16,688.00
6.39	8/2/2005		335	Standard Drywall	12,14	Provide Rapid Set Eisenwall Plaster at A1 breezeway	Construction Manager/Accelerate schedule	\$2,305.00
6.40	7/23/2004		125	Standard Drywall	12,14	Added 1 hour rated shaft wall soffit for fire damper installation by AC #8 & 9 in Building D	Architect/Fire smoke damper installation locations conflicted with rated wall and required penetrations through fire rated wall. Cost is offset by deduct to Control Air for this work.	\$1,677.00
6.41	4/7/2005		207	Spectra Contract Flooring	15	A3 Building changes/Revision to flooring in classrooms A205 & A207	District requested program changes to Building A3	(\$110.00)
6.42	4/26/2005		277	RBE, Inc.	17	At production studio F210: Paint walls to underside of roof deck	Architect/Improved finishes for exposed areas above pipe grid ceiling	\$905.00
6.43	4/22/2005		207,285a	Inland Acoustics	18	A3 Building changes including added signs at gates	District requested program changes to Building A3 and gate hardware modifications	\$1,272.00
6.44	3/11/2005		155a	Inland Acoustics	19	Building F Room 105 & 106 Conversion into Practice Theatre Black Box room	District program change for Building F classrooms	\$18,559.00
6.45	3/24/2005		261a	FSE, Inc.	21	Add ticket window at Building B with stainless steel counter	District requested additional ticket window at Building B	\$2,231.00
6.46	5/27/2005		294	FSE, Inc.	21	Delete 3 Hot/Cold Carts and add miscellaneous equipment	Food Service request for equipment changes	(\$994.00)

6.47	6/14/2005	107b	Control Air	25	A2 Performing Arts Auditorium Modifications covering added standpipes at stage	District/DSA - District requested changes to theater caused more fire sprinkler requirements per DSA review	\$9,042.00
6.48	6/3/2005	155b	Control Air	25	Delete Economizer/Power Exhaust from Building F	Mechanical Engineer/Economizer and power exhaust were not required for design	(\$514.00)
6.49	6/6/2005	203a	Control Air	25	21 student restrooms and 5 storage rooms with light switch interlocked with exhaust fans (365 day time clocks) & capping 18 faculty restrooms	District requested specific switching capabilities for exhaust fans	\$6,897.00
6.50	6/3/2005	263	Control Air	25	Coordinate with SDI installation of batt insulation at underside of HVAC roof units	District felt the noise was too high in certain classrooms with HVAC units overhead	\$712.00
6.51	6/3/2005	275	Control Air	25	Relocate return air at A1 faculty workroom	Mechanical Engineer/Correct return aire system	\$1,250.00
6.52	7/23/2004	125	Control Air	25	Added 1 hour rated shaft wall soffit for fire damper installation by AC #8 & 9 in Buidling D	Architect/Fire smoke damper installation locations conflicted with rated wall and required penetrations through fire rated wall. Cost is offset by add to Standard Drywall for this work.	(\$1,677.00)
6.53	5/5/2005	207	Steiny and Co.	26	A3 Building changes	District requested program changes to Building A3	\$8,273.00
6.54	4/15/2005	267	Steiny and Co.	26	Provide data drops at LCD and wall mounted TV's	Electrical Engineer/Data drops were required for LCD and wall mounted TV's	\$8,832.00
6.55	4/12/2005	273	Steiny and Co.	26	At Building B stairwells, provide battery back-up capable fixture instead of S4	Electrical Engineer/Battery back up capable light fixture required by code at stairwells	\$2,177.00
6.56	6/7/2005	277	Steiny and Co.	26	At production studio F210: Provide wall mounted lights	Architect/Wall mounted lights required to avoid conflict with pipe grid ceiling	\$2,579.00
6.57	6/6/2005	287	Steiny and Co.	26	Modify CMU wall & electrical at the A2 building ampitheater for outdoor sound system	District requested additions to the A2 Building Amphitheater	\$3,982.00
6.58	5/25/2005	288	Steiny and Co.	26	At A1 Building room 219: Remove 2 data racks and provide 2 server frames	District request to work with current server configurations	\$1,068.00
6.59	6/8/2005	301	Steiny and Co.	26	Provide power and ground at MDF	Electrical Engineer/District requested additional data connections	\$853.00
6.60	7/1/2005	312	Steiny and Co.	26	At kitchen in Building F: Provide power and water hook-up for coffee, mixer, and ice machines	Food Services requested additional power for additional equipment	\$4,320.00
6.61	7/5/2005	314	Steiny and Co.	26	Provide fiber optic in multimedia and editing rooms of Building F to IDF	District requested additional fiber optic runs	\$13,175.00
Subtotal Change Order #6							\$279,280.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 2, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Simonetta March, Director of Purch./Whs.
Steve Ma, Executive Director of Business Services
Eric Hall, Associate Supt./Business

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF CHANGE ORDER/AMERICAN
WRECKING, INC.

EXECUTIVE SUMMARY

American Wrecking, Inc. has completed Demolishing the Modular Buildings at Torrey Pines High School and Earl Warren Middle School project. They completed the work within the allotted time. However, the contractor unintentionally damaged the South Football Field camera at Torrey Pines High School. The Staff and Contractor agreed to deduct the repair charges from the total cost of the contract. Therefore, the contract amount will be decreased by \$500.00. Additionally, for administrative purposes, the completion date needs to be extended to coincide with the Board's acceptance date.

RECOMMENDATION:

It is recommended that the Board approve Change Order Number 1 to the Demolishing of Modular Buildings at Torrey Pines High School and Earl Warren Middle School project B2006-05, contract entered into with American Wrecking, Inc., increasing the contract time by 23 calendar days and decreasing the contract amount by \$500.00, and authorize Simonetta March to execute the change order.

FUNDING SOURCE:

N/A

CHANGE ORDER

PROJECT:

Demolish Modular Buildings at Torrey Pines High School
and Earl Warren Middle School
B2006-05

CHANGE ORDER #1

DISTRICT:

San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024

CONTRACTOR:

American Wrecking, Inc.
2459 Lee Avenue
South El Monte, CA 91733

The contract is changed as follows:

Reduction of contract by the amount repair to South Football Field camera at Torrey Pines High School	\$500.00
Contract time extension	23 calendar days

The contract sum was	\$54,700.00
Net change by previously approved change orders	0
The contract sum prior to this change order was	\$54,700.00
The contract sum will be increased/ <u>decreased</u> by this change order in the amount of	\$500.00
The new contract sum, including this change order will be	\$54,200.00
The contract time will be increased by (23) calendar days	
The date of substantial completion as of the date of this change order, therefore, is September 15, 2005	

CONTRACTOR American Wrecking, Inc.	OWNER San Dieguito Union High School District	ARCHITECT RNT Architects, Inc.
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By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Simonetta March, Director of Purch./Whs.
Steve Ma, Executive Director of Business Services
Eric Hall, Associate Supt./Business

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: ACCEPTANCE OF CONSTRUCTION
PROJECT/AMERICAN WRECKING, INC.

EXECUTIVE SUMMARY

American Wrecking, Inc. has completed Demolishing the Modular Buildings at Torrey Pines High School and Earl Warren Middle School project. In order to file a Notice of Completion with the County Recorder's Office, Board of Trustees' acceptance of the project is required.

RECOMMENDATION:

It is recommended that the Board accept Demolishing the Modular Buildings at Torrey Pines High School and Earl Warren Middle School project B2006-05, contract entered into with American Wrecking, Inc., as complete pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Recorder's Office.

FUNDING SOURCE:

Not applicable

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 6, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Simonetta March, Director of Purch./Whs.
Steve Ma, Executive Director of Planning Services
Eric Hall, Associate Superintendent/Business

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: RESOLUTION AUTHORIZING SALE OF SURPLUS
PERSONAL PROPERTY & INSTRUCTIONAL
SUPPLIES

EXECUTIVE SUMMARY

During the course of every year personal property items (equipment, supplies, textbooks, etc.) become surplus or obsolete to the District. These items are gathered by warehouse personnel for the purpose of disposal by public sale. A detailed listing of property will be maintained and available for review in the Purchasing/Warehousing Department. The list will be posted on the intranet for possible utilization by another site. The sale or disposal of personal property is authorized pursuant to Education Code Sections 17545 through 17549.

In years past one or two surplus sales were held to dispose of items. Items that become surplus would be stored, often times losing value by age, exposure to the elements, and/or losing current market appeal. A solution to this problem would be for the Board of Trustees to adopt the attached resolution allowing for the sale of personal property on an as needed basis during the course of the current fiscal year.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution authorizing the Administration to sell surplus property on an as needed basis during the course of the 2005-06 fiscal year.

FUNDING SOURCE:

General Fund 03-00

RESOLUTION AUTHORIZING SALE OF SURPLUS PROPERTY AND INSTRUCTIONAL MATERIALS

On motion of Member _____, seconded by Member _____, the following resolution is adopted by the Governing Board of the San Dieguito Union High School District of San Diego County, California.

WHEREAS, this District, in the County of San Diego, is now the owner of obsolete textbooks, equipment, and/or instructional materials that are no longer needed by the District for its use; and

WHEREAS, Education Code Section 17545 allows the Governing Board of any school district to sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it is unsatisfactory, or not suitable for school use; the sale shall not be held until notice has been given by posting in at least three public places in the district for not less than two weeks, or by publication for at least once a week for a period of not less than two weeks in a newspaper published in the district and having a general circulation there; the property shall be sold to the highest responsible bidder, or all bids shall be rejected; and

WHEREAS, Education Code Section 17545 allows the Governing Board to conduct any sale of personal property by means of a public auction conducted by employees of the district or other public agencies, or by contract with a private auction firm; and

WHEREAS, Education Code Section 17546 allows for any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, to be donated to any charitable organization deemed appropriate by the Board, sold at a private sale without further advertising, or disposed of in the local public dump; and

WHEREAS, Education Code 60510, Disposal of Surplus or Undistributed Obsolete Instructional Materials, allows for the governing board of any school district to donate these materials to (a) any governing board, county free library or other state institution, (b) any public agency of any territory or possession of the United States, (c) any non profit charitable organization, or (d) to children or adults in the State of California, or a foreign country if the purpose is to increase the general literacy of the people, or to sell them for a nominal price for use within the State of California to any organization which agrees to use such materials solely for educational purposes,

NOW THEREFORE, BE IT RESOLVED that bids for this surplus equipment shall be received and/or shall be sold by means of a public auction, as allowed by the Education Code, and that following the sale or auction, any remaining items will be disposed of in the heretofore described manner.

PASSED AND ADOPTED by said Governing on September 15, 2005, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Peggy Lynch, Secretary of the Governing Board of the San Dieguito Union High School District, County of San Diego, California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at the regular meeting held at its regular place of meeting on September 15, 2005, which resolution is on file in the office of said Board.

Secretary, Board of Trustees
San Dieguito Union High School District

Date


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 2, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Eric J. Hall, Assoc. Superintendent/Business Services & David R. Bevilaqua, Executive Director of Finance 

SUBMITTED BY: Peggy Lynch, Ed.D. Superintendent

SUBJECT: **ADOPTION OF RESOLUTION AUTHORIZING THE USE OF THE SAN DIEGO COUNTY FRINGE BENEFIT CONSORTIUM / TAX SHELTERED ANNUITY MASTER VENDOR LIST**

EXECUTIVE SUMMARY

In accordance with existing Internal Revenue Services regulations, the District has certain compliance requirements to certify before Tax Sheltered Annuity (TSA) contracts are valid. The Fringe Benefit Consortium (FBC) verifies compliance with companies on their approved list.

As a member of the FBC, it is in the best interest of San Dieguito Union High School District, the employees, and the San Diego County Superintendent of Schools to accept the FBC TSA Master Vendor List.

RECOMMENDATION:

That the Board adopt the attached resolution authorizing the use of the San Diego County Fringe Benefit Consortium Tax Sheltered Annuity master vendor list, as shown in the attached supplement.

FUNDING SOURCE: N/A

San Dieguito Union High School District
RESOLUTION AUTHORIZING FBC MASTER VENDOR LIST OFFERED
THROUGH THE SAN DIEGO AND IMPERIAL COUNTY SCHOOLS
FRINGE BENEFIT CONSORTIUM 457/403(b), 401(a) PLAN

WHEREAS, it is determined to be in the best interest of the San Dieguito Union High School District, Superintendent of Schools ("County Office of Education"), and employees to accept the approval of the FBC Tax Sheltered Annuity (TSA) Master Vendor List to allow them to enhance their retirement through a San Diego County Fringe Benefit Consortium sponsored plan.

WHEREAS, the San Dieguito Union High School District has made such a plan available to its employees, and

WHEREAS, it is intended that such a plan comply with the requirements IRC Section 457/403(b), 401(a) Plan to its employees;

WHEREAS, it is also understood that San Dieguito Union High School District will accept any amendments to the FBC Master Vendor List as the FBC endeavors to coordinate with CalSTRS 403bCompare registered vendors.

NOW THEREFORE, BE IT RESOLVED that:

The San Diego County Schools Fringe Benefits Consortium FBC Master Vendor List is approved and adopted by the District and the Superintendent's Designee is authorized and directed to act on behalf of the District in all matters pertaining to the plan.

PASSED AND ADOPTED this the _____ day of _____ 2005, at the regular meeting of the San Dieguito Union High School District, Board of Education.

Signature, Clerk of the Board of Education


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 6, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: David R. Bevilaqua, Exec. Dir. of Finance
Eric J. Hall, Assoc. Supt. of Business Services 

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: AUTHORIZE TRANSFER OF BANKING
ACCOUNT

EXECUTIVE SUMMARY

San Dieguito High School Academy Associated Student Body has voted to close the existing checking account at California Bank and Trust and open an account at Mission Federal Credit Union.

RECOMMENDATION:

It is recommended that the Board authorize the following account at Mission Federal Credit Union:

San Dieguito Union High School District – San Dieguito High School Academy -
Associated Student Body Account

FUNDING SOURCE:

N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 7, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Eric J. Hall, Associate Superintendent, Business

SUBMITTED BY: Peggy Lynch, Ed.D., Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

- a) Purchase Orders
- b) Instant Money
- c) Membership Listing
- d) 2004 Bond Release

RECOMMENDATION:

It is recommended that the Board approve the following business reports: a) Purchase Orders, b) Instant Money, c) Membership Listing, and d) 2004 Bond Release.

FUNDING SOURCE:

Not applicable

jr
Attachments

AGENDA ITEM: 19 A-D

SAN DIEGUITO UNION HIGH
 FROM 08/24/05 THRU 09/06/05

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
260818	08/24/05	03	SOFTCHOICE CORPORATI	005	LIC/SOFTWARE	\$2,162.56
260819	08/24/05	21-09	SARGENT WELCH SCIENT	014	MATERIALS AND SUPPLI	\$5,226.95
260820	08/24/05	21-09	WARDS	014	MATERIALS AND SUPPLI	\$4,412.09
260821	08/24/05	21-09	FISHER SCIENTIFIC EM	014	MATERIALS AND SUPPLI	\$3,145.47
260822	08/24/05	21-09	CAROLINA BIOLOGICAL	014	MATERIALS AND SUPPLI	\$7,796.39
260823	08/24/05	03	CART MART INC	005	REPAIRS BY VENDORS	\$215.50
260824	08/24/05	21-09	CALUMET PHOTOGRAPHIC	014	NON CAPITALIZED EQUI	\$22,347.35
260825	08/24/05	21-09	BLICK, DICK (DICK BL	014	MATERIALS AND SUPPLI	\$8,125.98
260826	08/24/05	21-09	BLICK, DICK (DICK BL	014	MATERIALS AND SUPPLI	\$13,635.37
260827	08/25/05	06	SCHOLASTIC INC	014	MATERIALS AND SUPPLI	\$42,667.50
260828	08/25/05	21-09	B AND H PHOTO-VIDEO-	014	MATERIALS AND SUPPLI	\$743.26
260829	08/25/05	21-09	FREE FORM CLAY & SUP	014	EQUIPMENT	\$32,508.18
260830	08/25/05	21-09	SMITH, DANIEL ART SU	014	NON CAPITALIZED EQUI	\$642.14
260831	08/25/05	03/06	SAN DIEGO COUNTY (CO	021	LEGAL EXP-BUSINESS	\$16,500.00
260832	08/25/05	21-09	AUDIO VIDEO SUPPLY I	014	NON CAPITALIZED EQUI	\$2,581.69
260833	08/25/05	21-09	TROXELL COMMUNICATIO	014	MATERIALS AND SUPPLI	\$2,480.89
260834	08/25/05	03	PARHAM & ASSOCIATES	021	LEGAL EXP-PERSONNEL	\$15,000.00
260835	08/25/05	06	ERIC FREEDUS CLIENT	030	LEGAL EXPENSE	\$65,000.00
260836	08/25/05	03	BEST COMPUTER SUPPLI	010	OFFICE SUPPLIES	\$51.40
260837	08/25/05	21-09	SEHI-PROCOMP COMPUTE	014	MATERIALS AND SUPPLI	\$91.72
260838	08/25/05	21-09	SARGENT WELCH SCIENT	014	MATERIALS AND SUPPLI	\$115,460.27
260839	08/25/05	21-09	DEMCO INC	014	NON CAPITALIZED EQUI	\$1,788.62
260840	08/25/05	21-09	BRODHEAD GARRETT	014	NON CAPITALIZED EQUI	\$13,922.54
260841	08/25/05	03	EXPRESS PRINT	024	PRINTING	\$2,402.83
260842	08/25/05	06	COMPUSOURCE/ADB ENTE	003	MATERIALS AND SUPPLI	\$51.18
260843	08/25/05	03	HARCOURT ASSESSMENT	004	MATERIALS AND SUPPLI	\$1,408.29
260844	08/25/05	03	HARCOURT ASSESSMENT	004	MATERIALS AND SUPPLI	\$181.34
260845	08/25/05	03	MIND GARDEN	008	MATERIALS AND SUPPLI	\$176.63
260846	08/25/05	06	BROWN INDUSTRIES INC	028	OTHER TRANSPORT.SUPP	\$95.70
260847	08/25/05	03	ROYAL BUSINESS CARDS	014	MATERIALS AND SUPPLI	\$252.14
260848	08/25/05	21-09	SEHI-PROCOMP COMPUTE	014	MATERIALS AND SUPPLI	\$1,659.35
260849	08/25/05	21-09	CYBERGUYS (E-FILLIAT	014	MATERIALS AND SUPPLI	\$51.50
260851	08/25/05	03	J R COMMERCIAL CLEAN	025	REPAIRS BY VENDORS	\$117.69
260852	08/25/05	11	THOMSON LEARNING DIS	009	BOOKS OTHER THAN TEX	\$2,151.13
260853	08/25/05	11	COSTCO CARLSBAD	009	MATERIALS AND SUPPLI	\$300.00
260854	08/25/05	03	VERIZON CELLULAR - S	020	COMMUNICATIONS-TELEP	\$840.00
260855	08/25/05	03	PEPPER OF LOS ANGELE	013	MATERIALS AND SUPPLI	\$86.15
260857	08/25/05	21-09	AREY JONES EDUCATION	014	NON CAPITALIZED EQUI	\$51,241.59
260858	08/26/05	03	ROYAL BUSINESS CARDS	010	PRINTING	\$188.56
260860	08/26/05	06	C I S I	024	MATERIALS AND SUPPLI	\$122.75
260861	08/26/05	03	OFFICE DEPOT	013	OFFICE SUPPLIES	\$55.99
260862	08/26/05	03	IRRIGATOR TECH	025	DUES AND MEMBERSHIPS	\$100.00
260863	08/26/05	03	FLAGSHIP FLAGS	025	CUSTODIAL SUPPLIES	\$180.25
260864	08/26/05	03	PRECISION CONCRETE C	025	OTHER SERV.& OPER.EX	\$944.53
260865	08/26/05	03	CREATIVE FENCE COMPA	025	REPAIRS BY VENDORS	\$510.81
260866	08/26/05	03	PRECISION CONCRETE C	025	OTHER SERV.& OPER.EX	\$4,457.03
260867	08/26/05	03	INGOLD TRACTOR SERVI	025	OTHER SERV.& OPER.EX	\$3,500.00
260868	08/26/05	06	MUSEUM OF TOLERANCE	024	FEES - ADMISSIONS, T	\$1,344.00
260869	08/26/05	06	OFFICE DEPOT	010	MATERIALS AND SUPPLI	\$73.94
260870	08/26/05	03	ALPHA GRAPHICS	010	PRINTING	\$173.68
260871	08/26/05	03	VERIZON CELLULAR - S	035	MATERIALS AND SUPPLI	\$50.00
260872	08/26/05	06	GRAYBAR ELECTRIC CO	024	MATERIALS AND SUPPLI	\$576.35
260873	08/26/05	03	NET VERSANT/SOUTHERN	025	REPAIRS BY VENDORS	\$992.71
260874	08/26/05	03	ESCHOOL NEWS	035	MATERIALS AND SUPPLI	\$50.00
260875	08/26/05	03	NOVELL INC	035	LIC/SOFTWARE	\$1,380.80

SAN DIEGUITO UNION HIGH
FROM 08/24/05 THRU 09/06/05

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
260876	08/26/05	21-09	DELL COMPUTER CORPOR	014	NON CAPITALIZED EQUI	\$127,682.51
260877	08/26/05	03	SOFTCHOICE CORPORATI	035	LIC/SOFTWARE	\$452.16
260878	08/26/05	06	HEWLETT PACKARD CORP	035	MAT/SUP/EQUIP TECHNO	\$1,058.11
260879	08/26/05	11	XEROX CORPORATION	009	REPAIRS BY VENDORS	\$449.38
260880	08/26/05	03	SEHI-PROCOMP COMPUTE	005	MAT/SUP/EQUIP TECHNO	\$835.12
260881	08/26/05	03	OFFICE DEPOT	026	OFFICE SUPPLIES	\$280.14
260882	08/26/05	03	PEPPER OF LOS ANGELE	012	MATERIALS AND SUPPLI	\$2,500.00
260883	08/26/05	03	WOODWIND & BRASSWIND	012	NON CAPITALIZED EQUI	\$2,000.00
260884	08/26/05	03	WINDSMITH, THE	012	REPAIRS BY VENDORS	\$300.00
260885	08/26/05	03	MULTI HEALTH SYSTEMS	030	MATERIALS AND SUPPLI	\$121.28
260887	08/26/05	03	WESTERN PSYCHOLOGICA	004	MATERIALS AND SUPPLI	\$373.06
260888	08/26/05	03	WESTERN PSYCHOLOGICA	008	MATERIALS AND SUPPLI	\$308.17
260889	08/26/05	03	WESTERN PSYCHOLOGICA	014	MATERIALS AND SUPPLI	\$373.06
260890	08/26/05	03	HARCOURT ASSESSMENT	014	MATERIALS AND SUPPLI	\$1,002.35
260891	08/26/05	03	HARCOURT ASSESSMENT	008	MATERIALS AND SUPPLI	\$520.91
260892	08/26/05	03	HARCOURT ASSESSMENT	008	MATERIALS AND SUPPLI	\$674.25
260893	08/26/05	03	RIVERSIDE PUBLISHING	004	MATERIALS AND SUPPLI	\$680.89
260894	08/29/05	25-19	STANDARD ELECTRONICS	025	NEW CONSTRUCTION	\$8,200.00
260895	08/29/05	03	A G S	004	MATERIALS AND SUPPLI	\$185.97
260896	08/29/05	03	HARCOURT ASSESSMENT	004	MATERIALS AND SUPPLI	\$330.36
260897	08/29/05	06	MURDOCH, WALRATH & H	028	PROF/CONSULT./OPER E	\$14,400.00
260898	08/29/05	03	A G S	004	MATERIALS AND SUPPLI	\$295.46
260899	08/29/05	03	A G S	014	MATERIALS AND SUPPLI	\$176.55
260900	08/29/05	03	CORPORATE EXPRESS	030	OFFICE SUPPLIES	\$259.55
260901	08/29/05	06	MCNULTY, LORRAINE	030	OTHER SERV.& OPER.EX	\$4,000.00
260902	08/29/05	06	HARCOURT ASSESSMENT	003	MATERIALS AND SUPPLI	\$75.36
260903	08/29/05	03	OFFICE DEPOT	030	OFFICE SUPPLIES	\$49.54
260904	08/29/05	06	STANFIELD, JAMES COM	030	MATERIALS AND SUPPLI	\$2,349.11
260905	08/29/05	06	I E P RESOURCES	004	MATERIALS AND SUPPLI	\$45.02
260906	08/29/05	06	ABILITATIONS	003	MATERIALS AND SUPPLI	\$572.24
260907	08/29/05	06	SEHI-PROCOMP COMPUTE	030	MATERIALS AND SUPPLI	\$165.94
260908	08/29/05	06	ALPHA SMART INC	030	SOFTWARE/DP SUPPLIES	\$1,110.59
260909	08/29/05	03	OFFICE DEPOT	022	OFFICE SUPPLIES	\$393.32
260910	08/29/05	03	SAN DIEGO DIGITAL SO	012	MATERIALS AND SUPPLI	\$1,280.00
260911	08/29/05	13	XEROX CORPORATION	031	RENTS & LEASES	\$2,705.04
260912	08/29/05	03	EDUCATIONAL INNOVATI	012	MATERIALS AND SUPPLI	\$147.27
260913	08/29/05	03	OFFICE DEPOT	003	MATERIALS AND SUPPLI	\$47.50
260914	08/30/05	03	OFFICE DEPOT	008	MATERIALS AND SUPPLI	\$53.88
260915	08/30/05	03	COSTCO CARLSBAD	008	MATERIALS AND SUPPLI	\$161.63
260916	08/30/05	06	GLENCOE-MACMILLAN/MC	014	TEXTBOOKS	\$9,605.56
260917	08/30/05	25-19	T M P SERVICES	025	NEW CONSTRUCTION	\$3,360.00
260918	08/30/05	06	PERFORMANCE RESOURCE	003	MATERIALS AND SUPPLI	\$231.12
260919	08/30/05	06	NASCO FITNESS FUNDAM	003	MATERIALS AND SUPPLI	\$212.87
260920	08/30/05	06	WESTED	024	MATERIALS AND SUPPLI	\$450.00
260921	08/30/05	03	VERIZON CELLULAR - S	013	COMMUNICATIONS-TELEP	\$300.00
260922	08/30/05	06	PRENTICE HALL/REGENT	005	TEXTBOOKS	\$4,518.77
260923	08/30/05	03	TROXELL COMMUNICATIO	013	MATERIALS AND SUPPLI	\$46.03
260924	08/30/05	06	DAWN SIGN PRESS	013	TEXTBOOKS	\$7,938.42
260925	08/30/05	03	VERIZON CELLULAR - S	024	COMMUNICATIONS-TELEP	\$500.00
260926	08/30/05	06	SAN DIEGUITO UHSD CA	024	MATERIALS AND SUPPLI	\$1,250.00
260927	08/30/05	06	MCDOUGAL LITTEL	012	MATERIALS AND SUPPLI	\$457.70
260928	08/30/05	03	BUTLERS MILL INC	025	GARDENING SUPPLIES	\$993.99
260929	08/30/05	03	APEX DRUM CO INC	025	GROUNDS-REPAIR MATER	\$339.38
260930	08/30/05	03	HYDROSCAPE PRODUCTS	025	NON CAPITALIZED EQUI	\$1,025.14
260931	08/30/05	03	SIMPLEX-GRINNELL	025	BLDG.-REPAIR MATERIA	\$418.07

SAN DIEGUITO UNION HIGH
FROM 08/24/05 THRU 09/06/05

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
260932	08/30/05	03	SUNDOWN LIGHTING INC	025	REPAIRS BY VENDORS	\$832.30
260933	08/30/05	06	HARRIS COMMUNICATION	013	TEXTBOOKS	\$7,008.19
260934	08/30/05	11	SCANTRON CORPORATION	009	OFFICE SUPPLIES	\$136.12
260935	08/30/05	11	PRINTERY, THE	009	PRINTING	\$153.11
260936	08/30/05	11	PRINTERY, THE	009	PRINTING	\$69.07
260937	08/30/05	03	BLICK, DICK (DICK BL	008	MATERIALS AND SUPPLI	\$1,655.22
260938	08/30/05	03	IMAGINETICS	013	MATERIALS AND SUPPLI	\$167.79
260939	08/30/05	03	LANE STANTON VANCE L	013	MATERIALS AND SUPPLI	\$2,000.00
260941	08/30/05	06	TENCER LASER & COMPU	008	MATERIALS AND SUPPLI	\$80.81
260942	08/30/05	03	FLINN SCIENTIFIC INC	012	MATERIALS AND SUPPLI	\$36.62
260943	08/30/05	03	SNAP ON INDUSTRIAL	005	MATERIALS AND SUPPLI	\$437.52
260944	08/30/05	03	WORKOUT4LIKE, LLC.	005	RENTS & LEASES	\$5,700.00
260945	08/30/05	03	SNAP ON INDUSTRIAL	005	MATERIALS AND SUPPLI	\$283.34
260946	08/30/05	06	DALAGERS SHARPENING	028	MATERIALS-REPAIRS	\$1,500.00
260947	08/30/05	03	SAN DIEGO DIGITAL SO	012	REPAIRS BY VENDORS	\$1,920.00
260948	08/30/05	40	GEOCON INCORPORATED	025	IMPROVEMENT	\$605.00
260949	08/30/05	03	FITNESS SUPPLY & SER	005	REPAIRS BY VENDORS	\$390.00
260950	08/30/05	03	LIBRARY VIDEO	012	MATERIALS AND SUPPLI	\$267.36
260951	08/30/05	03	INTEGRATED OFFICE SY	022	REPAIRS BY VENDORS	\$39.00
260952	08/30/05	03	XEROX CORPORATION	036	RENTS & LEASES	\$3,322.20
260953	08/30/05	03	XEROX CORPORATION	022	RENTS & LEASES	\$5,149.44
260954	08/30/05	06	FLEETWASH, INC.	028	PROF/CONSULT./OPER E	\$1,200.00
260955	08/30/05	03	PAX BUSINESS SYSTEMS	022	REPAIRS BY VENDORS	\$84.50
260956	08/30/05	03	EDLINE	005	LIC/SOFTWARE	\$2,976.00
260957	08/30/05	03	DATA QUICK	036	LIC/SOFTWARE	\$1,564.53
260958	08/30/05	03	SAN DIEGUITO UHSD CA	014	MATERIALS AND SUPPLI	\$1,500.00
260959	08/30/05	03	XEROX CORPORATION	001	RENTS & LEASES	\$24,815.64
260960	08/30/05	03	XEROX CORPORATION	005	RENTS & LEASES	\$54,684.24
260961	08/31/05	03	SAN DIEGO CITY SCHOO	026	FINGERPRINTING	\$6,500.00
260962	08/31/05	03	DEPT OF CRIMINAL JUS	026	FINGERPRINTING	\$10,000.00
260963	08/31/05	06	HOUGHTON MIFFLIN COM	014	TEXTBOOKS	\$28,695.80
260964	08/31/05	06	PRENTICE HALL/REGENT	013	TEXTBOOKS	\$5,648.47
260965	08/31/05	06	PRENTICE HALL/REGENT	014	TEXTBOOKS	\$2,683.29
260966	08/31/05	06	THOMSON LEARNING DIS	005	MATERIALS AND SUPPLI	\$606.09
260967	08/31/05	06	NAPA AUTO PARTS	033	MATERIALS AND SUPPLI	\$32.33
260968	08/31/05	11	NORTH COUNTY TIMES	009	ADVERTISING	\$126.30
260969	08/31/05	11	NORTH COUNTY TIMES	009	ADVERTISING	\$139.30
260970	08/31/05	06	JOSEPHINE INSTITUTE	004	CONFERENCE, WORKSHOP,	\$795.00
260971	08/31/05	06	GRANET, DR. DAVID B.	030	PROF/CONSULT./OPER E	\$1,000.00
260972	09/01/05	06	CA DEPT OF EDUCATION	028	CONFERENCE, WORKSHOP,	\$500.00
260973	09/01/05	06	SCHOOL SERVICES OF C	032	CONFERENCE, WORKSHOP,	\$420.00
260974	09/01/05	11	IMAGISTICS - SUPPLIE	009	OFFICE SUPPLIES	\$36.00
260975	09/01/05	06	SAN DIEGUITO ALLIANC	024	MATERIALS AND SUPPLI	\$1,025.00
260976	09/01/05	11	TRI BEST VISUAL DISP	009	MATERIALS AND SUPPLI	\$267.22
260977	09/01/05	03	SCHOOL HEALTH CORPOR	013	MEDICAL SUPPLIES	\$109.59
260978	09/01/05	03	CAMEO PAPER	025	CUSTODIAL SUPPLIES	\$189.23
260979	09/01/05	03	MISSION JANITORIAL S	025	CUSTODIAL SUPPLIES	\$436.12
260980	09/01/05	03	GATEWAY BUSINESS	013	MAT/SUP/EQUIP TECHNO	\$25,938.66
260981	09/01/05	21-09	GRIZZLY INDUSTRIAL	014	MATERIALS AND SUPPLI	\$51.50
260982	09/01/05	03	OFFICE DEPOT	022	OFFICE SUPPLIES	\$386.92
260983	09/01/05	03	OFFICE DEPOT	026	OFFICE SUPPLIES	\$430.99
260984	09/01/05	03	DAVIS DEMOGRAPHICS &	036	LIC/SOFTWARE	\$1,023.63
260985	09/01/05	03	NYSTROM	014	MATERIALS AND SUPPLI	\$652.92
260986	09/01/05	21-09	NYSTROM	014	MATERIALS AND SUPPLI	\$5,683.79
260987	09/01/05	03	PBS HOME VIDEO	014	MATERIALS AND SUPPLI	\$59.77

SAN DIEGUITO UNION HIGH
FROM 08/24/05 THRU 09/06/05

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
260988	09/01/05	03	INTEGRATED OFFICE SY	001	REPAIRS BY VENDORS	\$39.00
260989	09/01/05	03	XEROX CORPORATION	013	REPAIRS BY VENDORS	\$672.00
260990	09/01/05	25-19	FISHER SCIENTIFIC EM	001	MATERIALS AND SUPPLI	\$5,286.26
260992	09/02/05	03	MAGDALENA ECKE FAMIL	005	RENTS & LEASES	\$4,000.00
260993	09/02/05	13	BROWN BAG SANDWICH C	031	PURCHASES FOOD	\$10,000.00
260994	09/02/05	06	SAN DIEGO CO SUPERIN	010	CONFERENCE,WORKSHOP,	\$90.00
260995	09/02/05	06	WEST COACH CORPORATI	028	MATERIALS-REPAIRS	\$750.00
260996	09/02/05	03	SCHOOL NURSE SUPPLY	012	MEDICAL SUPPLIES	\$70.14
260997	09/02/05	03	SMITH, LOZANO	030	CONFERENCE,WORKSHOP,	\$750.00
260998	09/02/05	03	IPARADIGMS LLC	005	LIC/SOFTWARE	\$2,800.00
261000	09/06/05	03	ONE STOP TONER AND I	013	OFFICE SUPPLIES	\$140.05
261001	09/06/05	03	GOPHER SPORT	013	MATERIALS AND SUPPLI	\$2,770.47
261002	09/06/05	11	ORACLE CORP GOVT SUP	009	LIC/SOFTWARE	\$711.15
261005	09/06/05	03	BARNES & NOBLE BOOKS	008	MATERIALS AND SUPPLI	\$500.00
261006	09/06/05	40	BERT'S OFFICE TRAIL	025	IMPROVEMENT	\$901.04
261007	09/06/05	03	FROG'S CLUB ONE, CAR	014	RENTS & LEASES	\$1,440.00
261008	09/06/05	25-18	WAUSAU TILE	025	IMPROVEMENTS	\$6,151.26
261009	09/06/05	03	L B CONCRETE	025	REPAIRS BY VENDORS	\$4,400.00
261010	09/06/05	03	C A S H	025	CONFERENCE,WORKSHOP,	\$110.00
261011	09/06/05	06	SAN DIEGO CO SUPERIN	032	CONFERENCE,WORKSHOP,	\$90.00
261012	09/06/05	06	SAN DIEGO CO SUPERIN	032	CONFERENCE,WORKSHOP,	\$1,275.00
261013	09/06/05	21-09	GRAINGER, WW INC	025	NON CAPITALIZED EQUI	\$7,542.50
261014	09/06/05	03	OFFICE DEPOT	022	OFFICE SUPPLIES	\$511.81
261015	09/06/05	03	A J MADISON, INC.	020	MATERIALS AND SUPPLI	\$410.90
261016	09/06/05	25-19	FISHER SCIENTIFIC EM	012	MATERIALS AND SUPPLI	\$1,706.01
261017	09/06/05	25-19	FISHER SCIENTIFIC EM	012	NON CAPITALIZED EQUI	\$836.14
261018	09/06/05	25-19	NASCO WEST INC	012	MATERIALS AND SUPPLI	\$34.91
261019	09/06/05	25-19	SOUTHLAND INSTRUMENT	012	MATERIALS AND SUPPLI	\$3,090.79
261020	09/06/05	03	D.A.D. ASPHALT	025	REPAIRS BY VENDORS	\$11,400.00
660014	08/25/05	03	CORPORATE EXPRESS	001	STORES	\$884.54
660015	08/25/05	03	XEROX CORPORATION	001	STORES	\$18,726.95
660016	08/25/05	03	EXPRESS PRINT	001	STORES	\$603.40
660017	08/25/05	03	BEST COMPUTER SUPPLI	001	STORES	\$6,094.76
660018	08/25/05	03	XEROX CORPORATION	001	STORES	\$6,174.08
660019	08/29/05	03	WAXIE SANITARY SUPPL	001	STORES	\$1,373.04
660020	08/29/05	03	PIONEER STATIONERS I	001	STORES	\$717.87
660021	08/29/05	03	OFFICE DEPOT	001	STORES	\$928.91
660022	09/01/05	03	WESCO DISTRIBUTION	001	STORES	\$1,346.88
660023	09/01/05	03	OFFICE DEPOT	001	STORES	\$1,336.01
660024	09/06/05	03	CAMEO PAPER	001	STORES	\$80.98
660025	09/06/05	03	OFFICE DEPOT	001	STORES	\$2,865.91
660026	09/06/05	03	SOUTHWEST SCHOOL/OFF	001	STORES	\$99.65
760022	08/25/05	03	INDIANA PLUMBING SUP	025	BLDG.-REPAIR MATERIA	\$48.58
760026	08/26/05	03	COLLINS PACIFIC PLUM	025	REPAIRS BY VENDORS	\$500.00
760028	08/30/05	03	SETON - DEPT BW-3	025	BLDG.-REPAIR MATERIA	\$127.54
760029	08/30/05	03	ESCONDIDO METAL SUPP	025	BLDG.-REPAIR MATERIA	\$50.66
760030	08/30/05	03	TRANE COMPANY-SAN DI	025	BLDG.-REPAIR MATERIA	\$510.14
REPORT TOTAL						\$983,450.81

INSTANT MONEY REPORT FOR THE PERIOD 08/24/05 THROUGH 09/06/05

<i>Check #</i>	<i>Vendor</i>	<i>Amount</i>
10058	P C MAGAZINE	\$39.97
10059	CA DEPT OF REAL ESTATE	\$150.00
	<i>Total</i>	<u>\$189.97</u>

INDIVIDUAL MEMBERSHIP LISTINGS
FOR THE PERIOD AUGUST 9, 2005 – SEPTEMBER 6, 2005

September 6, 2005

<u>Staff Member Name</u>	<u>Organization</u>	<u>Amount</u>
Eric J.Hall, Business Services Simonetta March, Purchasing/Whs. Steva Ma, Facilities Planning	C A S H	\$815.00
Russell Thornton, Maintenance & Operations	C A S H	\$190.00
Johnnie Toler, Gordon Hein. Maintenance & Operations	Irrigator Tech	\$100.00
TOTAL		\$ 1,105.00

San Dieguito Union High School District Special Tax History

Fiscal Year	CFD	Total Parcels Taxed	Total Levy Special Taxes	Special Taxes Collected	Amount Uncollected	Delinquency %
1995-96	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	94	\$37,600.00	\$37,600.00	\$0.00	0.00%
	Total	102	\$44,000.00	\$44,000.00		0.00%
1996-97	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	117	\$47,600.00	\$47,400.00	\$200.00	0.42%
	Total	125	\$54,000.00	\$53,800.00	\$200.00	0.37%
1997-98	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	332	\$162,800.00	\$160,600.00	\$2,200.00	1.35%
	94-3	15	\$17,158.00	\$15,522.00	\$1,636.00	9.53%
	95-1	118	\$162,450.00	\$115,425.00	\$47,025.00	28.95%
	Total	473	\$348,808.00	\$297,947.00	\$50,861.00	14.58%
1998-99	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	782	\$464,400.00	\$460,400.00	\$4,000.00	0.86%
	94-3	120	\$57,714.00	\$51,319.00	\$6,395.00	11.08%
	95-1	392	\$400,995.00	\$377,910.00	\$23,085.00	5.76%
	95-2	24	\$19,200.00	\$19,200.00	\$0.00	0.00%
	Total	1326	\$948,709.00	\$915,229.00	\$33,480.00	3.53%
1999-00	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,127	\$718,400.00	\$706,000.00	\$12,400.00	1.73%
	94-3	307	\$120,886.00	\$106,242.00	\$14,644.00	12.11%
	95-1	724	\$739,455.00	\$728,340.00	\$11,115.00	1.50%
	95-2	131	\$104,800.00	\$104,000.00	\$800.00	0.76%
	Total	2,297	\$1,689,941.00	\$1,650,982.00	\$38,959.00	2.31%
2000-01	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,449	\$973,600.00	\$957,600.00	\$16,000.00	1.64%
	94-3	455	\$173,686.00	\$169,069.00	\$4,617.00	2.66%
	95-1	1,143	\$1,325,256.00	\$1,317,561.00	\$7,695.00	0.58%
	95-2	159	\$128,000.00	\$124,000.00	\$4,000.00	3.13%
	99-1	8	\$3,420.00	\$3,420.00	\$0.00	0.00%
	99-3	19	\$10,830.00	\$10,830.00	\$0.00	0.00%
	Total	3,241	\$2,621,192.00	\$2,588,880.00	\$32,312.00	1.23%

San Dieguito Union High School District Special Tax History

2001-02	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,712	\$1,184,000.00	\$1,161,800.00	\$22,200.00	1.88%
	94-3	509	\$218,886.00	\$215,251.00	\$3,635.00	1.66%
	95-1	1,534	\$1,653,804.00	\$1,632,001.50	\$21,802.50	1.32%
	95-2	220	\$176,800.00	\$172,000.00	\$4,800.00	2.71%
	99-1	24	\$23,940.00	\$20,092.50	\$3,847.50	16.07%
	99-2	8	\$4,560.00	\$3,990.00	\$570.00	12.50%
	99-3	69	\$39,330.00	\$38,475.00	\$855.00	2.17%
	Total	4084	\$3,307,720.00	\$3,250,010.00	\$57,710.00	1.74%
2002-03	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,794	\$1,249,600.00	\$1,226,400.00	\$23,200.00	1.86%
	94-3	702	\$366,704.00	\$362,668.00	\$4,036.00	1.10%
	95-1	1,696	\$1,747,260.00	\$1,722,037.50	\$25,222.50	1.44%
	95-2	268	\$214,400.00	\$211,200.00	\$3,200.00	1.49%
	99-1	153	\$135,456.00	\$133,104.75	\$2,351.25	1.74%
	99-2	10	\$5,700.00	\$5,700.00	\$0.00	0.00%
	99-3	85	\$48,450.00	\$47,310.00	\$1,140.00	2.35%
	Total	4716	\$3,773,970.00	\$3,714,820.25	\$59,149.75	1.57%
2003-04	94-1	8	\$6,400.00	\$6,400.00	\$0.00	0.00%
	94-2	1,956	\$1,379,200.00	\$1,369,000.00	\$10,200.00	0.74%
	94-3	855	\$492,704.00	\$483,868.00	\$8,836.00	1.79%
	95-1	1,775	\$1,813,095.00	\$1,795,567.50	\$17,527.50	0.97%
	95-2	283	\$226,400.00	\$222,000.00	\$4,400.00	1.94%
	99-1	283	\$249,019.50	\$244,317.00	\$4,702.50	1.89%
	99-2	12	\$6,840.00	\$6,840.00	\$0.00	0.00%
	99-3	88	\$50,160.00	\$48,450.00	\$1,710.00	3.41%
	Total	5260	\$4,223,818.50	\$4,176,442.50	\$47,376.00	1.12%
2004-05	94-1	8	\$6,400.00	\$6,000.00	\$400.00	6.25%
	94-2	2,169	\$1,549,600.00	\$1,534,600.00	\$15,000.00	0.97%
	94-3	877	\$536,246.00	\$528,683.00	\$7,563.00	1.41%
	95-1	1,853	\$1,872,945.00	\$1,755,232.50	\$117,712.50	6.28%
	95-2	285	\$240,800.00	\$233,600.00	\$7,200.00	2.99%
	99-1	294	\$257,569.50	\$252,867.00	\$4,702.50	1.83%
	99-2	21	\$11,970.00	\$11,400.00	\$570.00	4.76%
	99-3	90	\$51,300.00	\$50,160.00	\$1,140.00	2.22%
	03-1	161	\$163,254.00	\$161,733.00	\$1,521.00	0.93%
		5,758	\$4,690,084.50	\$4,534,275.50	\$155,809.00	3.32%

2004 Bond Release Update

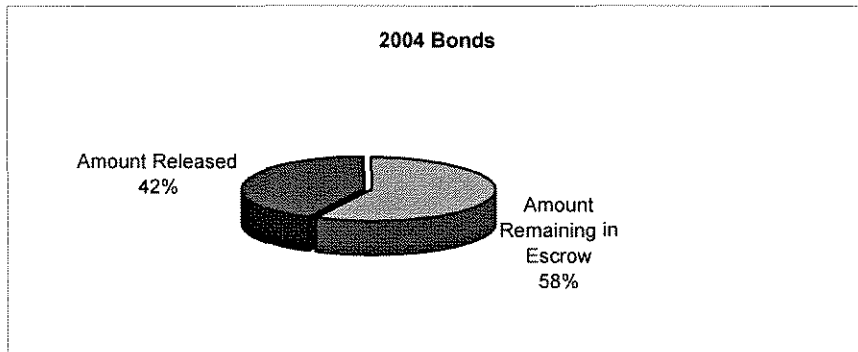
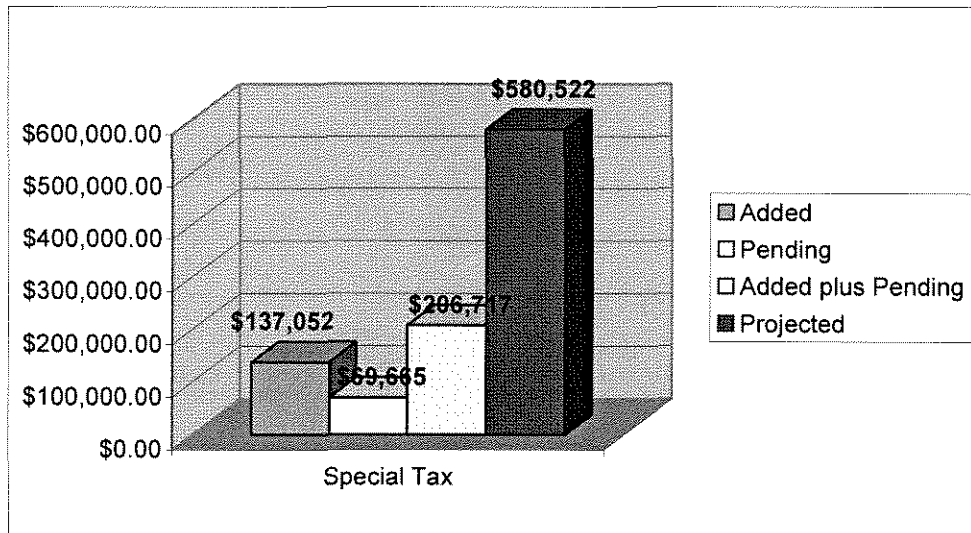
9/7/2005

CFD	Number of Units Permitted ¹	Special Tax Revenue being added to tax roll in FY 05/06	Target Revenue Needed for Projected Draw of \$6.5M ²	% Collected	Pending Permit Revenue ³	Pending plus added Special Tax revenue
94-2	27	\$21,600.00	\$126,610.00	17.1%	\$21,600.00	\$43,200.00
94-3	0	\$0.00	\$2,858.00	0.0%	\$0.00	\$0.00
95-1	28	\$23,940.00	\$0.00	N/A	\$30,780.00	\$54,720.00
95-2	0	\$0.00	\$6,698.00	0.0%	\$5,600.00	\$5,600.00
99-1	0	\$0.00	\$0.00	N/A	\$7,695.00	\$7,695.00
99-2	0	\$0.00	\$29,070.00	0.0%	\$570.00	\$570.00
99-3	4	\$2,280.00	\$11,400.00	20.0%	\$3,420.00	\$5,700.00
03-1	88	\$89,232.00	\$403,886.00	22.1%	\$0.00	\$89,232.00
Totals	147	\$137,052.00	\$580,522.00	23.6%	\$69,665.00	\$206,717.00

¹Includes multifamily

² Per Morgan Stanley/Meyers Group. Also, 95-1 & 99-1 have previously collected enough in 04/05 to meet target goals in 05/06, therefore their target revenue is \$0.00

³District sign off, but permit not yet pulled



Amount Remaining in Escrow	\$24,860,000.00
Amount Released	\$18,302,491.00

Amount Remaining in the Acquisition and Construction Fund	\$1,554,395.77
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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 1, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Penny Cooper-Francisco, Associate Superintendent/
Instruction

SUBMITTED BY: Peggy Lynch, Superintendent

SUBJECT: SUFFICIENCY OF INSTRUCTIONAL MATERIALS

EXECUTIVE SUMMARY

Education Code §60119 requires that the district hold a public hearing and determine through a board resolution whether each pupil in the district has sufficient textbooks and/or instructional materials. Ed. Code §60119 has recently been amended to include a new definition of "sufficient." Sufficiency now includes the core academic courses (mathematics, science, social science and English language arts.) In addition, as part of the Williams settlement agreement, Boards are also asked to determine the sufficiency of instructional materials for foreign language and health courses, and the availability of science laboratory equipment in grades 9-12.

Funding from the State continues to be inadequate. Each year, the district supplements state funds to ensure adequate instructional materials. Based on the combination of district and state funds, all students have been provided with math, science, social science textbooks and English/Language Arts instructional materials. Last year, all students enrolled in foreign language courses were provided with newly adopted textbooks and instructional materials. A new health textbook has been adopted this year. All old health textbooks (1996 adoption) have been replaced.

The district last received state funds specifically for science equipment in the 2000-01 school year. Since that time, parent donations, district contributions and site budgets have been used to purchase, upgrade, and maintain science equipment.

RECOMMENDATION:

It is recommended that the Board declare that sufficient science laboratory equipment, up-to-date textbooks, and instructional materials are present in our district classrooms for use by district staff and students. The attached resolution has been prepared and reviewed by the San Diego County Office of Education Williams Settlement Committee.

FUNDING SOURCE:

Not applicable.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
RESOLUTION**

**SUFFICIENCY OF INSTRUCTIONAL MATERIALS
2005-2006**

On motion of Member _____, Seconded by Member _____, the following resolution is adopted on September 15, 2005:

WHEREAS, in order to receive state instructional materials funds, the Governing Board in a public hearing is required by Education Code Section 60119 to make a determination that every pupil, including English learners, has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework and aligned to State content standards adopted by the State Board of Education: mathematics, science, history-social science, reading/language arts.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum framework adopted by the state board for those subjects.

WHEREAS, the Governing Board shall also determine the availability of sufficient laboratory science equipment for science laboratory courses offered in grades 9 to 12 inclusive.

WHEREAS, "sufficient textbooks or instructional materials," means that each pupil, including English learners, has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines, as required by Education Code Section 60119, that the school district has sufficient instructional materials for each pupil in the following areas:

1. Mathematics
2. Science
3. History-Social Science
4. Reading/language arts, including the English language development component of an adopted program
5. Health
6. Foreign Language

San Dieguito Union High School District

SUPPORTING INFORMATION FOR BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 7, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Anni Mallison, Director of Transportation ^{AK}
Eric J. Hall, Associate Superintendent of
Business Services

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: APPROVAL OF AGREEMENT/
SAN DIEGUITO TRANSPORTATION CO-
OPERATIVE

EXECUTIVE SUMMARY

The San Dieguito Union High School District continues to be a participating member as well as the administering agency for the Transportation Co-operative. The attached agreement outlines the terms and conditions by which the San Dieguito Transportation Cooperative will conduct business with Carlsbad Unified for the period September 1, 2005 through August 31, 2006 to include Carlsbad's 2006 summer school sessions.

RECOMMENDATION:

That the Board approve the Joint Powers Agency / San Dieguito Transportation Cooperative Agreement, during the period September 1, 2005 through August 31, 2006, and authorize Peggy Lynch to execute the final agreement in substantially the form presented to the Board with such changes as the superintendent deems necessary.

FUNDING SOURCE:

Not applicable.

AGENDA ITEM: 21

JOINT POWERS AGENCY AGREEMENT

THE SAN DIEGUITO TRANSPORTATION COOPERATIVE

THIS AGREEMENT is made by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the ADMINISTERING DISTRICT, and the CARLSBAD UNIFIED SCHOOL DISTRICT, hereinafter referred to as the PARTICIPATING SCHOOL DISTRICTS. This Agreement may be revised to include other public entities.

RECITALS

WHEREAS, the ADMINISTERING DISTRICT and the PARTICIPATING SCHOOL DISTRICTS are responsible for the provision of passenger transportation services for their respective student populations; and

WHEREAS, the ADMINISTERING DISTRICT and the PARTICIPATING SCHOOL DISTRICTS desire to reduce the costs associated with the transportation of their respective student populations and to provide such services in the most efficient manner; and

WHEREAS, the ADMINISTERING DISTRICT and the PARTICIPATING SCHOOL DISTRICTS desire to reduce the costs associated with the maintenance, repair, and servicing of school buses and related support vehicles associated with the provision of passenger transportation services to their respective student populations; and

WHEREAS, the ADMINISTERING DISTRICT and the other PARTICIPATING DISTRICTS, with the exception of the Carlsbad Unified School District, entered into an Agreement terminating by its own terms on June 30, 1997, and creating the San Dieguito Transportation Cooperative ("Transportation Cooperative") for the purpose of providing efficient transportation and bus maintenance services for the participating school districts; and

WHEREAS, the ADMINISTERING DISTRICT and the PARTICIPATING DISTRICTS entered into an Amendment to the Agreement whereby Carlsbad Unified School District became a limited member of the San Diego Transportation Cooperative; and

WHEREAS, the ADMINISTERING DISTRICT, the PARTICIPATING DISTRICTS, and the CARLSBAD UNIFIED SCHOOL DISTRICT entered into an Extension to the Agreement, which expires by its own terms on June 30, 1998; and

WHEREAS, the parties to this Agreement desire to form a Transportation Cooperative as a joint powers agency pursuant to Government Code section 6500 et seq. (hereafter referred to as "the Act") and to accept the Carlsbad Unified School District as a full member of the Transportation Cooperative effective July 1, 2001;

WHEREAS, all but the districts of Carlsbad and San Dieguito withdrew their membership effective August 31, 2003.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, the parties agree as follows:

**ARTICLE I
SUBJECT OF THE AGREEMENT**

This Agreement is made pursuant to provisions of the Act, relating to the joint exercise of powers common to public agencies, in this case being the ADMINISTERING DISTRICT and the PARTICIPATING DISTRICTS. The objects of this Agreement are to exercise such powers for the purpose of:

- a) Maintaining a Transportation Cooperative.
- b) Providing efficient and cost effective transportation services for students of the ADMINISTERING DISTRICT and PARTICIPATING DISTRICTS, which include, but are not limited to the following:
 - i) Home-to-school pupil transportation.
 - ii) Educational field trips.
 - iii) School pupil activity trips.
 - iv) Other transportation pupil services authorized by law and approved by any of the parties to this agreement.
- c) The maintenance, repair and servicing of school buses and related support vehicles operated under the terms of this Agreement.
- d) Entering into agreements with other public agencies and entities as permitted by law.

**ARTICLE II
TERM**

This Agreement shall become effective as of September 1, 2005. This Agreement shall continue in full force and effect until August 31, 2006, unless extended by written agreement by all of the parties.

**ARTICLE III
ORGANIZATION**

A. *Creation of the San Dieguito Transportation Cooperative*

There is hereby created pursuant to the Act an agency and public entity to be known as the San Dieguito Transportation Cooperative ("Transportation Cooperative, or COOP"). As provided in Government Code section 6508.1, the debts, liabilities, and obligations of the Transportation Cooperative shall not be the debts, liabilities, and obligations of the ADMINISTERING DISTRICT or the PARTICIPATING DISTRICTS but shall be the debts, liabilities, and obligations of the Transportation Cooperative.

Within thirty (30) days after the effective date of this Agreement or any amendments hereto, the Transportation Cooperative will cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State in the manner set forth in Government Code section 6503.5 of the Act.

B. *Board of Directors*

1. **Organization.** The Transportation Cooperative shall be governed by a Board of Directors, herein called "Board." Each member shall serve as a member of the Board. The membership of the Board shall be as follows:

- A. The District Superintendents or their authorized representatives.
 - B. The Director of Transportation of the Transportation Cooperative, who shall be an employee of the ADMINISTERING DISTRICT.
 - C. The Transportation Cooperative shall be a separate legal entity, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall choose among its members a Chairperson and a Vice-Chairperson.
2. **Compensation.** Members of the Board shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member, if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.
 3. **Appointments.** The Board shall have the power to appoint officers, and the Director of Transportation, who shall be an employee of the ADMINISTERING DISTRICT. The Board hereby delegates the appointment of the Director of Transportation to the ADMINISTERING DISTRICT. The Board shall have the power to appoint independent counsel, consultants, and accountants, as it may deem necessary.
 4. **Delegation of Authority.** The Board shall have the power, to the extent permitted by the Act, or any applicable law, to delegate any of its functions to one or more of the members of the Board, its officers, or agents of the Transportation Cooperative, and to cause any of said members, officers, or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Transportation Cooperative. The Board shall not delegate the review and approval of the annual budget for the Transportation Cooperative.

C. Meetings of the Board of Directors

1. **Regular Meetings.** The Board shall provide for holding regular meetings; provided however, it shall hold at least one (1) regular meeting yearly. The date, hour, and place of the regular meeting(s) shall be established by rules and resolutions to be adopted by the Board. Such rules and resolutions may be amended by the Board.
2. **Special Meetings.** Special meetings of the Board may be called in accordance with the provisions of California Government Code section 54956.
3. **Ralph M. Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950).
4. **Minutes.** The Board shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, have a copy of the minutes forwarded to each member of the Board.
5. **Quorum.** The majority of the voting members of the Board shall constitute a quorum. A quorum of the voting members of the Board is necessary for the transaction of business, except that less than a quorum may adjourn meetings from time to time.
6. **Voting.** Each Board member, except the Director of Transportation, shall have one vote. The Director of Transportation shall not have a vote. A majority vote of the voting members is required to take action.

D. Rules and Regulations

The Board may adopt, from time to time, such bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of the Transportation Cooperative. A copy of the Board's bylaws, rules and resolutions shall be filed with the ADMINISTERING DISTRICT and the PARTICIPATING DISTRICTS.

E. Responsibilities of Board

The Board shall have responsibility for the following:

1. Review and approve the annual budget of the Transportation Cooperative.
2. Formulate policy, program development, and program implementation.
3. Make and enter into contracts.
4. Acquire, hold or dispose of property.
5. Incur debts, liabilities or obligations in the name of the Transportation Cooperative.
6. The power to sue and be sued.
7. Issue Bonds, certificates of participation, and other debt instruments.
8. Provide overall supervision and guidance to the Transportation Cooperative.
9. Hire legal counsel and certified public accountants.
10. Any other responsibilities as contained in the Act.

F. Officers and Employees of the Transportation Cooperative

1. **Director of Transportation.** The Director of Transportation shall be an employee of the ADMINISTERING DISTRICT and will report to the Board. The Director of Transportation will be responsible for administration of the Transportation Cooperative, including, but not limited to, administration of personnel, budget, contracts, and other functions as deemed necessary by the Board.
2. **Treasurer.** Education Code section 41000 et seq. provides that the Treasurer of the ADMINISTERING DISTRICT is the duly appointed and active Treasurer of the County of San Diego. Under Government Code section 6509, the Transportation Cooperative shall be subject to the same restrictions as the ADMINISTERING DISTRICT. Therefore, the Treasurer of the Transportation Cooperative shall be the duly appointed and active Treasurer of the County of San Diego serving ex-officio as Treasurer of the Transportation Cooperative pursuant to Government Code section 6505.5. The Treasurer shall receive, have the custody of and disburse funds upon the warrant or check warrant of the Auditor pursuant to the accounting procedures set forth in Article VIII hereof, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The Treasurer may invest Transportation Cooperative funds in accordance with general law. All interest collected on Transportation Cooperative funds shall be accounted for and posted to the account of such funds.

3. **Auditor.** Government Code section 6505.5, subdivision (e) requires the same public agency to be the Treasurer and Auditor of the Transportation Cooperative. Therefore, the Auditor of the Transportation Cooperative shall be the duly appointed and acting Auditor and/or Comptroller of the County of San Diego serving ex-officio as Auditor of the Transportation Cooperative. The Auditor shall draw warrants or check warrants against the funds of the Transportation Cooperative in the Treasury when the demands are approved by the Board, or such other persons as may be specifically designated for that purpose.
4. **Bonding.** The Transportation Cooperative shall cause its officers, directors, and employees to be bonded as required by the Auditor. Those employees of the ADMINISTERING AGENCY providing services to the Transportation Cooperative pursuant to this Agreement shall be bonded as required by the Auditor.

ARTICLE IV POWERS

A. Nature of Powers

The Transportation Cooperative shall have the power set forth in Article I of this Agreement, namely: Providing efficient and cost effective transportation services for students of the participating parties to this Agreement, and the maintenance, repair, and servicing of school buses and related support vehicles operated under the terms of this agreement. The Transportation Cooperative is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to issue bonds, to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; possess any power authorized by the Act; and generally to do any and all things necessary or convenient to accomplish the purpose set forth in Section I of this Agreement.

B. Restrictions on Powers

Pursuant to Government Code section 6509, the exercise of the aforementioned powers of the Transportation Cooperative shall be subject to the restrictions upon the manner of exercising such powers by a public educational agency having the same status as the ADMINISTERING DISTRICT.

**ARTICLE V
TERMINATION AND DISPOSITION OF ASSETS**

Upon the termination of this Agreement, all property of the Transportation Cooperative both real and personal, except for surplus money, shall vest in the participants to this Agreement as stated herein or as otherwise determined by the Board of Directors, and shall thereafter remain the sole property of those member public school districts. The appropriate officers of the Transportation Cooperative shall execute and deliver to the aforementioned participating public school districts a deed confirming title for record purposes. All aforementioned member public entities shall have full and total rights to return of their contributed buses and other real and personal property purchased by said participating jurisdictions. Any surplus money on hand, after payment of all expenses and liabilities of the Transportation Cooperative, at such time shall be returned to the participants to this Agreement in proportion to the contributions made by each. For purposes of this computation, the aggregate of all monies, property, and the fair value of all services rendered during the entire term, as well as contributions made by the parties prior to the adoption of this Agreement and pursuant to the original Agreement, shall be deemed to constitute the contributions made by each.

A. *Bus Disposition on Termination of the Agreement*

Buses shall be returned to the parties having title to them as provided in Article XV(D). All buses whose titles were acquired by joint effort of the parties hereto, upon dissolution of the entire system shall be returned to the party/parties who purchased them in direct relation to their share of the original purchase of buses for the Transportation Cooperative.

The procedure for disposition of buses acquired by joint effort shall be as follows:

1. For all currently owned buses purchased by joint effort, the total cost contributed by each component district shall be determined to the fullest extent possible based on existing records of both or either the ADMINISTERING DISTRICT or PARTICIPATING DISTRICTS.
2. The grand total of the costs of all buses when originally purchased shall be determined.
3. The grand total of original purchases shall be divided into each party's total contribution to those purchases producing a percentage factor.
4. The current value of the bus fleet, jointly owned, shall be established by a qualified appraisal of each individual bus.
5. The current appraised value grand total shall be multiplied by the percentage factors as found in paragraph V (A)(3) above to produce the total sum due each party hereto as its share of the current jointly owned bus fleet.
6. Agreement as to which buses belong to each party shall be negotiated by each party's representative using the total value due each party and the current appraisal price as the basis for negotiation.

B. *Capital Equipment Items - Disposition On Termination of Agreement*

The procedures for disposition of capital equipment items shall be as follows:

1. The amount paid by each party hereto toward the purchase of each capital outlay item shall be totaled.
2. The total of the original costs of all items purchased shall be ascertained. An inventory of all items exceeding \$500 in cost shall be maintained. The inventory will show the percentage of equity owned by each party and will be distributed annually.

3. The total cost of original purchases shall be divided into the total payments of each party producing a percentage factor for each party hereto.
4. The current value of the capital outlay items shall be ascertained by a qualified appraiser.
5. Amounts due each party shall be calculated on the basis of various percentage factors determined in paragraph V (B) 3 above applied to items exceeding \$500 in cost.
6. Agreement as to which capital outlay items belong to a party shall be negotiated by each party's representative using the total value due a party and the current appraisal price as the basis for negotiation.

Any equipment of \$500 or less value shall remain as property of the ADMINISTERING DISTRICT.

ARTICLE VI MEMBERSHIP IN THE TRANSPORTATION COOPERATIVE

A. Admission of New Parties

It is recognized that public agencies such as federal, state, local public entities, public corporations, and any other public agencies defined in the Act, may wish to participate in and become parties to this Agreement. Additional public agencies may become parties to this Agreement upon such terms and conditions, including, but not limited to, financial contributions, as authorized by law and as provided by the Board and upon the unanimous consent of the Board evidenced by the execution of a written amendment to this Agreement executed by all of the parties, including the additional party.

B. Withdrawal

The withdrawal of any members shall be conditioned as follows:

1. Written notice shall be provided no later than March 1, in the year in which this agreement or subsequent amendments extending the term of this agreement terminate.
2. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by the Transportation Cooperative prior to the effective date of the party's withdrawal, nor any liabilities imposed upon or incurred by the party pursuant to this Agreement prior to the effective date of the party's withdrawal. Withdrawal by a member district shall occur at the beginning of a fiscal year.

ARTICLE VII ACCOUNTS AND REPORTS

A. Accounts

All funds of the Transportation Cooperative shall be strictly accounted for. The Transportation Cooperative, through the Treasurer, shall establish and maintain such funds and accounts as may be required by generally accepted accounting practice. The books and records of the Transportation Cooperative shall be open to inspection at all reasonable times by the participants to this Agreement, any additional parties who become members to this Agreement, and their representatives.

B. Audits

The Auditor of the Transportation Cooperative in cooperation with the ADMINISTERING DISTRICT shall act in accordance with law to cause an independent audit to be made of the books of accounts and financial records of the Transportation Cooperative by a certified public accountant or public accountant in compliance with the provisions of Government Code section 6505 and Education Code section 41023. As provided by Education Code section 41023 the requirements of the audit shall be those prescribed for school districts and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with the participants to this Agreement and the San Diego County Auditor and Controller, the County Superintendent of Schools and any subsequent parties to this agreement.

C. Costs

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Transportation Cooperative and shall be a charge against any unencumbered funds of the Transportation cooperative available for that purpose pursuant to Government Code section 6505.

D. Reports.

The Treasurer of the Transportation Cooperative or the ADMINISTERING DISTRICT as authorized by law, within 3 months after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Board. The Treasurer shall establish suitable funds, furnish financial reports and provide suitable accounting procedures and other duties as may be desirable to carry out the provisions of this Agreement.

**ARTICLE VIII
FUNDS**

The Treasurer of the Transportation Cooperative shall receive, have the custody of and disburse Transportation Cooperative funds pursuant to the accounting procedures developed under Article VII hereof in cooperation with the ADMINISTERING DISTRICT, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

**ARTICLE IX
NOTICES**

Notices and other communications hereunder to the Transportation Cooperative shall be sufficient if delivered to:

Director of Transportation
San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024

Executive Director of Operations
San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024

Associate Supt/Business
San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024

**ARTICLE X
IMMUNITIES**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of the ADMINISTERING DISTRICT and the PARTICIPATING DISTRICTS when performing their respective functions, shall apply to them to the same degree and extent while engaged as members of the Board or otherwise as an officer, agent or other representative of the Transportation Cooperative or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**ARTICLE XI
INDEMNIFICATION**

To the full extent permitted by law, the Board may authorize indemnification by the Transportation Cooperative for any person who is or was a member of the Board, or an officer, employee or other agent of the Transportation Cooperative who is a party or is threatened to be made a party to a proceeding for actions conducted within the scope of their duties or employment against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding.

**ARTICLE XII
CONTRIBUTIONS AND ADVANCES**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Transportation Cooperative by the parties hereto for any of the purposes of this Agreement. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Board and the party making such advance at the time of such advance.

ARTICLE XIII AMENDMENTS

This Agreement shall not be amended, modified, or altered except by a written instrument duly executed by the legislative body of the participating school districts or their duly authorized representative.

ARTICLE XIV SUCCESSOR

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

ARTICLE XV OBLIGATIONS OF THE PARTIES

A. Duty To Cooperate

All parties to this Agreement agree that their governing and administering bodies will cooperate with the Transportation Cooperative and will comply with legal and reasonable requests of the Transportation Cooperative and the Board or officers of the Board to furnish information, data, and documents to the Transportation Cooperative to assist in carrying out the responsibilities and obligations of the Transportation Cooperative, and will direct their officers and employees to likewise cooperate with such reasonable requests. Information, data and documents shall be provided to the Transportation Cooperative on an as needed basis as decided upon by the Board. This information will be provided free of charge unless other provisions are decided upon by the Board.

B. Staff

Except for the transportation employees of the Carlsbad Unified School District, the San Dieguito Union High School District, as the ADMINISTERING DISTRICT, will continue to employ the employees related to transportation and extend them the rights afforded by EERA. The ADMINISTERING DISTRICT shall determine staffing requirements after consultation with the Board. Reimbursement policies not addressed in this Agreement shall be decided upon by the Board.

C. Duties of the Participating Districts.

Each PARTICIPATING DISTRICT shall be responsible for the following:

1. To make available to the ADMINISTERING DISTRICT all school buses owned or leased by it to be used in the performance of this Agreement and during its term.
2. Bring into compliance all such buses which do not meet the requirements of the California Highway Patrol, Motor Carrier Section, at its own expense prior to their incorporation into the program.
3. To furnish to the ADMINISTERING DISTRICT all necessary information as to the number of pupils eligible for transportation, including grade levels, schools of attendance, and places of residence.

4. To work cooperatively with the Transportation Director and the Transportation Cooperative for the establishment and/or adjustment of school opening and closing times to permit, optimum utilization of all buses.
5. Pay for services rendered as provided in this Agreement. For services rendered, the ADMINISTERING DISTRICT shall be allowed to bill and add to such bills five percent (5%) to the total operating expenses as indirect costs. Indirect costs shall serve to reimburse the Administering District for utilities, bus yard expenses, purchasing services, accounting, fiscal and other administrative costs relative to managing the Cooperative's affairs. In lieu of lost interest earnings on Cooperative expenditures, Carlsbad will pay the administering District advance payments on a quarterly basis for transportation services. Such quarterly payments shall be on July 1, October 1, January 1 and on or around June 30. The quarterly advance payments shall be adjusted to account for current year live miles and interim budget adjustments and the June 30 billing shall reconcile the prior quarterly advance payments and actual fiscal year expenses.

In addition, the ADMINISTERING DISTRICT will bill the PARTICIPATING DISTRICTS and add to the expenditure side of the budget as follows:

- a. For the services of a Payroll Analyst of the ADMINISTERING DISTRICT: A percentage of the annual wages of a payroll specialist Range 52 of the ADMINISTERING DISTRICT'S Classified Personnel Salary Schedule based on the percentage of usage by the Transportation Cooperative (Total transportation wages divided by total administering District wages = percentage of usage).
- b. For the Service of the ADMINISTERING DISTRICT'S Personnel Director and Director of Human Resources: A percentage of the annual wages and benefits of the Director of Classified Personnel and Director of Human Resources based on the percentage of usage by the Transportation Cooperative (Total transportation wages divided by total administering District classified personnel wages = percentage of usage). The percentage of the Human Resources and Payroll staff to be charged to the Cooperative is anticipated to be 17.4% and amounts to approximately \$45,110, plus benefits.
- c. Net payment of such bills by the PARTICIPATING DISTRICTS is due to the ADMINISTERING DISTRICT within thirty (30) days from date of invoice; payments made after 30 days are subject to an administrative fee of ten percent (10%) of the overdue amount. Payment past due after 60 days will be subject to an additional 10% fee. The PARTICIPATING DISTRICTS agree to pay the ADMINISTERING DISTRICT in accordance with the formula found in Article XVI.

D. Bus Replacements or Additions and Equipment needed shall be purchased using the following guidelines.

1. The ADMINISTERING DISTRICT shall act as fiscal agent for purchasing, paying for and acquiring title to joint purchase of buses and equipment. Costs to parties hereto for joint purchasing of buses and equipment shall be the percentage calculated in paragraph Article XVI. It is expressly understood that the parties hereto will not be expected to pay the ADMINISTERING DISTRICT any portion of the costs of new buses unless the purchase is authorized by the Board.
2. Title of buses originally provided to the ADMINISTERING DISTRICT upon a party's entry into this agreement shall remain in the name of that party.

3. Reimbursement from the State for replaced buses whose title was acquired prior to a party's entry into this agreement shall remain with the party who holds title.
4. All buses whose title was acquired prior to a party's entry into this Agreement shall be returned to that party upon dissolution or withdrawal from this Agreement.
5. Title of buses purchased by joint effort of the parties hereto shall be in the name of the ADMINISTERING DISTRICT.
6. A party engaged in purchasing a bus upon entry into this Agreement may complete the payment of the bus/buses and retain title or select the option of the ADMINISTERING DISTRICT paying the remaining costs.
7. A District would relinquish the title rights in a bus when that District selects the option of the ADMINISTERING DISTRICT paying the remaining balance.
8. Reimbursement received from the State for buses that were replaced by joint effort of the ADMINISTERING DISTRICT and the PARTICIPATING DISTRICTS shall be disbursed to the purchasing parties in the same percentage ratio as they contributed to original purchase.
9. The ADMINISTERING DISTRICT will not own Carlsbad's buses during the term of this Agreement. Carlsbad will continue to pay lease costs and obtain, maintain and pay for its own insurance coverage and Carlsbad will continue to administer and pay insurance claims with the cooperation of the Transportation Cooperative on the buses it provides to the Transportation Cooperative and which are accepted into service by the Transportation Cooperative. Carlsbad will be responsible to notify its insurance company of the change in location of some of its buses. Liability insurance provided by and paid for by Carlsbad shall name the Transportation Cooperative and the ADMINISTERING DISTRICT as additional insured.
10. The ADMINISTERING DISTRICT staff will service and handle CHP inspections for Carlsbad owned buses. If routine operations, services, and CHP inspections pertaining to the Carlsbad buses reveal a need for bus repairs in excess of two thousand dollars (\$2,000) for any one bus, the costs of such repairs in excess of two thousand dollars (\$2,000) will be paid for by Carlsbad.
11. The existing Carlsbad Bus Driver positions will remain Carlsbad positions, until such time those positions are vacated. Carlsbad shall not replace such vacated positions with Carlsbad employees. Carlsbad will be responsible for such positions and for all costs associated with them including workers' compensation insurance coverage and liability insurance coverage and administration. Carlsbad bus drivers will be supervised by ADMINISTERING DISTRICT staff and will be required to follow the guidelines used by the Transportation Cooperative except as otherwise specified in this Section.
12. Carlsbad drivers will drive the Transportation Cooperative equipment and ADMINISTERING DISTRICT drivers will drive Carlsbad's equipment in accordance with the needs of the Transportation Cooperative to provide efficient service.
13. For the term of this Agreement, bus routes will be created for Carlsbad drivers that will be primarily in the Carlsbad area. Carlsbad drivers will bid on the routes, which are primarily in the Carlsbad area according to their seniority.
14. For the term of this Agreement Carlsbad and the ADMINISTERING DISTRICT will maintain separate seniority rankings for bus drivers.
15. If the services of a bus attendant or attendants are authorized by Carlsbad, the attendant or attendants will be hired by the ADMINISTERING DISTRICT.
16. FTE employees in excess of five (5) positions needed after the commencement date of this Agreement for purposes of fulfilling the transportation needs of Carlsbad will be employees of the ADMINISTERING DISTRICT.

17. Carlsbad will provide copies of appropriate payroll and purchase records to the Transportation Cooperative to assure proper payment for such employees and to accurately identify costs associated with this Agreement.
18. The Transportation Cooperative will dispatch, schedule and supervise all of Carlsbad's field trips which require bus transportation. During the term of this Agreement, Carlsbad drivers will be assigned trips generated by Carlsbad. Those Carlsbad field trips that cannot be handled by Carlsbad drivers will be assigned to drivers in accordance with the rules of the Cooperative's Guidelines routinely used by the Transportation Cooperative.
19. As existing radio and antenna equipment on Carlsbad buses requires replacement, Carlsbad will pay for and will undertake forthwith all of the necessary work and expense to assure that such replacements are undertaken using equipment and work procedures that will assure that radio frequencies and antenna equipment is used that is compatible with Transportation Cooperative bus and equipment radio frequencies and antenna equipment. Carlsbad will assure that its equipment meets the Transportation Cooperative compatibility requirements before its equipment is put into service with the Transportation Cooperative.

E. Duties of the ADMINISTERING DISTRICT.

The ADMINISTERING DISTRICT shall be responsible for the following:

1. Provide regularly scheduled home-to-school and special needs pupil transportation, using school buses owned by the ADMINISTERING DISTRICT and by the parties to this Agreement for all students designated by those parties as being eligible for such service.
2. Establish routes, schedules, and bus stops in conformance with school schedules and policies established by the Transportation Cooperative.
3. Furnish transportation for students or others designated by parties to this agreement for legally authorized educational, athletics, or other trips in available school buses. The PARTICIPATING DISTRICTS requesting such services may make a charge for the use of such buses where permitted by California Education Code section 35330.
4. Provide and maintain such tools, equipment, fuel, oil, tires, repair parts, supplies, services and utilities as may be necessary for the operation, maintenance, repair, servicing, and storage of all pupil transportation vehicles. Acquisition and improvement of facilities shall be provided through separate agreements.
5. Provide and maintain insurance coverage approved by the Board. Liability insurance shall name as additional insured the ADMINISTERING and PARTICIPATING DISTRICTS, their governing boards, officers, agents, and employees collectively and in their individual capacities in connection with any loss or liabilities arising out of the operations under the terms of this Agreement. Such insurance obtained by the ADMINISTERING DISTRICT shall be primary insurance.
6. Prepare an annual budget for approval by the Board.
7. Maintain accounts within the ADMINISTERING DISTRICT'S bookkeeping system to show receipts and expenditures of the Transportation Cooperative.
8. Maintain an inventory of buses and equipment used by the Transportation Cooperative.
9. Provide a billing system for collecting reimbursement payments from the PARTICIPATING DISTRICTS for home-to-school and special needs operating costs, other miles operating costs, replacement and new equipment, and other miscellaneous materials and services provided by the ADMINISTERING DISTRICT.

10. Upon approval of the Transportation Cooperative, contract with other public agencies to furnish bus service.
11. Prepare replacement schedules for buses and equipment.
12. Upon approval of the Transportation Cooperative, contract with consultants for evaluation of the system.
13. Upon approval of the Transportation Cooperative, contract for bus service from private contractors for other miles when buses owned by the Transportation Cooperative, ADMINISTERING DISTRICT, and the PARTICIPATING DISTRICTS are not available.
14. Ensure that all buses, vehicles, equipment, and facilities maintained by ADMINISTERING DISTRICT on behalf of Transportation Cooperative shall comply with all applicable federal and state laws and regulations.
15. Ensure that all records relating to buses, vehicles, equipment, bus drivers, and facilities under the control of the ADMINISTERING DISTRICT pursuant to this Agreement shall be maintained in accordance with federal and state law.

ARTICLE XVI COST ALLOCATION

The cost of home-to-school and special needs transportation to each district will be determined by calculating the ratio of usage of live miles for the current year and applying that ratio to the operating costs of the home-to-school and special needs programs. "Live miles" are defined as miles when students are on board the bus. Each district's ratio of live miles will be calculated no later than September 30, February 28, and May 15 of each fiscal year. The final calculation of live miles will be applied to a final adjustment of annual operating costs for the ADMINISTERING and PARTICIPATING DISTRICTS. Operating costs are defined to include, but are not limited to actual costs plus indirect and interest charges as outlined in Article XV.

Capital

The ratio of usage in the home to school program and special needs as determined by the above formula will be used to determine each district's cost for capital equipment.

ARTICLE XVII INSURANCE-BONDS

The Transportation Cooperative shall at all times maintain responsible insurers worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the Transportation Cooperative and the parties to this Agreement.

**ARTICLE XVIII
MISCELLANEOUS**

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

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supersedes all prior proposals, understandings, and agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

**ARTICLE XIX
PARTIAL INVALIDITY**

If any one or more of the terms, provisions promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Agreement is executed by the parties to this Agreement, acting by and through their designated representatives authorizing such execution.

CARLSBAD UNIFIED SCHOOL DISTRICT

SAN DIEGUITO UNION HIGH SCHOOL

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 7, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED BY: Terry King *JK*
Associate Superintendent/Human Resources

SUBMITTED BY: Peggy Lynch, Ed.D.
Superintendent

SUBJECT: Certificated Salary Schedule Increase

EXECUTIVE SUMMARY

In the fall of 2004, the Board of Trustees approved a 2-year extension to the collective bargaining agreement with the certificated bargaining unit. The contract calls for a salary increase equivalent to the increase in the District's funded Base Revenue Limit. The increase to the 2005-06 Base Revenue Limit including equalization funding amounts to 5.61%, effective 7/01/2005.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 5.61% salary increase for certificated employees, as stipulated in the District's collective bargaining agreement with the San Dieguito Faculty Association, and adopt the attached salary schedules retroactive to July 1, 2005.

FUNDING SOURCE:

General Fund

AGENDA ITEM: 22

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE**

PROPOSED
4141

2005-06

Effective: 7/01/05 (5.61%)

Step	Class I	Class II	Class III	Class IV	Class V	Class VI	Class III	Class IV	Class V	Class VI
	B.A.	B.A. +15 Sem. Hrs.	B.A. +30 Sem. Hrs.	B.A. +45 Sem. Hrs.	B.A. +60 Sem. Hrs. *MA Req'd	B.A. +75 Sem. Hrs. *MA Req'd	B.A. +30 w/Masters Stipend	B.A. +45 w/Masters Stipend	B.A. +60 w/Masters Stipend	B.A. +75 w/Masters Stipend
1	38,351	41,420	44,479	47,550	50,621	53,684	46,192	49,263	52,334	55,397
2	40,659	43,714	46,785	49,860	52,918	55,989	48,498	51,573	54,631	57,702
3	42,956	46,024	49,086	52,157	55,223	58,280	50,799	53,870	56,936	59,993
4	45,260	48,317	51,391	54,457	57,520	60,588	53,104	56,170	59,233	62,301
5	47,553	50,623	53,698	56,757	59,832	62,893	55,411	58,470	61,545	64,606
6	49,866	52,925	55,993	59,065	62,129	65,190	57,706	60,778	63,842	66,903
7	0	55,228	58,294	61,358	64,434	67,484	60,007	63,071	66,147	69,197
8	0	0	62,495	63,667	66,738	69,798	64,208	65,380	68,451	71,511
9	0	0	0	65,974	69,034	72,088	0	67,687	70,747	73,801
10	0	0	0	68,273	71,338	74,391	0	69,986	73,051	76,104
11	0	0	0	70,578	73,641	76,707	0	72,291	75,354	78,420
13	52,129	57,491	64,758	72,841	75,904	78,970	66,471	74,554	77,617	80,683
17	54,392	59,754	67,021	75,104	78,167	81,233	68,734	76,817	79,880	82,946
21	56,655	62,017	69,284	77,367	80,430	83,496	70,997	79,080	82,143	85,209
25	58,918	64,280	71,547	79,630	82,693	85,759	73,260	81,343	84,406	87,472
29	61,181	66,543	73,810	81,893	84,956	88,022	75,523	83,606	86,669	89,735

Masters & Ph.D. Stipends	1,713								
Ed. Specialist	858								
Longevity	2,263								
Hourly Curricular	31.05								
Non-Curricular	27.28								

*Master's Degree is required to enter Classes V and VI for all employees placed on the Certificated Salary Schedule after October 1, 1976.

SEE REVERSE SIDE FOR REGULATIONS

A. REGULATIONS GOVERNING INITIAL PLACEMENT ON THE SALARY SCHEDULE

1. No unit member shall be located beyond the xxxxx line, except those unit members who were beyond the xxxxx line as of October 1, 1970.
2. Credits or units used to advance beyond Class I must be upper division or graduate credits earned after the date the bachelor's degree is granted as recorded on the transcript or diploma. Other official university documents equivalent to an official transcript may be accepted at the discretion of the District.
3. New unit members will be placed on Class I, Step I until all official documentation is received by the District at which time Class and Step placement shall be made retroactive to the unit member's starting date. New unit members have until November 1 of the year of hire or 60 days after the date of hire (whichever is later) to provide official transcripts and other salary placement documentation. If documents are not received by that date, placement will be made based on documents received. The Assistant Superintendent/Personnel may waive this date requirement under extenuating circumstances.
4. All new and current unit members who qualify for advancement in step with two (2) or more years of verifiable public school teaching experience, shall be placed at Step 3 of the appropriate class on the Certificated Salary Schedule. New unit members with less than two (2) years verifiable experience, shall be placed on the appropriate Step (1 or 2).
5. A master's degree or doctorate from a W.A.S.C. or equivalent accredited institution shall be required to enter Class V and VI for all unit members placed on the Certificated Salary Schedule after October 1, 1976.
6. Holders of a master's degree from a W.A.S.C. or equivalent institution in Classes III, IV, V, VI shall receive an additional **\$1,713** per year. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution shall receive an additional **\$1,713** per year. Holders of an Ed. S (Education Specialist) degree shall receive an additional **\$858** per year. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution, who have not received a stipend for a master's

degree, are eligible to receive an additional \$3,426 per year. Holders of both a doctorate and Education Specialist degrees will receive only the additional doctoral stipend.

- 7. A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves bears to the required days of service.

B. RECLASSIFICATION OF THE SALARY SCHEDULE

- 1. For the purpose of class advancement on the salary schedule, written verification of credits which will appear on an official transcript must be submitted to the District Office on a grade card, or a letter from the registrar or course instructor, prior to the first teaching day of any school year. Final transcripts or other official documentation acceptable to the District, verifying the credits must be submitted prior to November 1, otherwise, class advancement will be denied and salary increases provided for class advancement will be relinquished and previously paid increases will be paid back to the District. Unit members planning class changes in the succeeding year must notify the District of their intention PRIOR TO MAY 15; otherwise, class advancement may be denied. Credits for class advancement shall be limited to upper division or graduate work from a W.A.S.C. or equivalent accredited institution. However, a unit member may submit a "Petition for Exception" to the Assistant Superintendent/Personnel for courses or workshops which directly pertain to the individual's assignment. Such petition shall be reviewed by a committee composed of two Association representatives and two District representatives. The decision of the majority of the committee shall be final. The "Petition" must be received by the District Office at least thirty (30) calendar days prior to the first day of the course or workshop. Salary schedule credit shall not be made retroactive for courses or workshops completed prior to June 30, 1993. A master's degree is required to enter Class V and VI for all unit members placed on the Certificated Salary Schedule after October 1, 1976. Class changes will be limited to not more than two per year.

- a. Certificated unit members working part-time contracts will begin accruing credit with the 1990-91 school year. Service earned prior to August 29, 1990, shall not be counted for the purpose of salary reclassification.
 - b. Salary reclassification shall occur at the beginning of the school year.
 - c. Unit members in a paid status less than 75% of a school year will be allocated part-time step credits as per the following formula:
$$\frac{\% \text{ assignment} \times \text{number of days in paid status}}{\text{number of master contract days}}$$
 - d. Such part-time credit will accumulate year to year. When a unit member's credits equal or exceed .75, 1.75, 2.75, etc., the employee will advance on the salary schedule.
 - e. Unpaid leave days do not count in the formula used to determine service credit.
 - f. The District shall provide to the Association by May 15th, a listing of those part-time unit members entitled to salary reclassification the beginning of the next school year.
- 2. No unit member holding an emergency credential shall be advanced beyond Class I on the salary schedule.
 - 3. Effective July 1, 2004, an additional increment of \$2,263 will be granted during the ensuing year to unit members upon completion of the 13th, 17th, 21st, 25th, and 29th year of employment within the District. Part-time unit members shall accumulate longevity in proportion to the time taught per day. This additional increment will be granted with the beginning of the school year nearest the anniversary date.
 - 4. Advanced degrees and longevity bonuses shall be considered as part of the salary when computing salary for part-time assignments.

5. All salaries shall fall within the financial confines of the Certificated Salary Schedule except for those unit members whose prior placement extends beyond the maximum of his/her classifications. Authorized unit members who work longer than the Board adopted teacher's year, shall receive additional compensation.
 6. The advancement on the salary schedule shall be at the rate of one (1) step for each year of experience. If an employee is in a paid status for at least 75% of a full school year, in any given school year, such service shall be considered a year of experience for salary schedule advancement purposes.
- C. The rate of pay for Adult School Teachers, Summer School Teachers, Home Tutors, Driver Training Teachers and curriculum-related workshops and committee work shall be **\$31.05** per hour.
- D. The rate of pay for non-curriculum work shall be **\$27.28** per hour.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

4141

CERTIFICATED SALARY SCHEDULE

2004-05

Effective: 7/01/04 (4.166%)

Step	Class I	Class II	Class III	Class IV	Class V	Class VI	Class III	Class IV	Class V	Class VI
	B.A.	B.A. +15 Sem. Hrs.	B.A. +30 Sem. Hrs.	B.A. +45 Sem. Hrs.	B.A. +60 Sem. Hrs. *MA Req'd	B.A. +75 Sem. Hrs. *MA Req'd	B.A. +30 w/Masters Stipend	B.A. +45 w/Masters Stipend	B.A. +60 w/Masters Stipend	B.A. +75 w/Masters Stipend
1	36,314	39,220	42,116	45,024	47,932	50,832	43,739	46,646	49,553	52,454
2	38,449	41,392	44,300	47,211	50,107	53,015	45,922	48,835	51,731	54,640
3	40,674	43,579	46,479	49,386	52,290	55,184	48,101	51,007	53,913	56,807
4	42,856	45,750	48,661	51,564	54,465	57,370	50,285	53,186	56,088	58,993
5	45,027	47,934	50,846	53,742	56,654	59,552	52,468	55,368	58,276	61,171
6	47,217	50,114	53,019	55,927	58,829	61,727	54,643	57,550	60,452	63,349
7	0	52,294	55,197	58,099	61,011	63,899	56,817	59,720	62,636	65,522
8	0	0	59,175	60,285	63,193	66,090	60,798	61,908	64,815	67,712
9	0	0	0	62,469	65,367	68,259	0	64,092	66,990	69,879
10	0	0	0	64,646	67,549	70,439	0	66,268	69,170	72,060
11	0	0	0	66,829	69,729	72,632	0	68,464	71,350	74,253
13	49,360	54,437	61,318	68,972	71,872	74,775	62,941	70,597	73,493	76,396
17	51,503	56,580	63,461	71,115	74,015	76,918	65,084	72,740	75,636	78,539
21	53,646	58,723	65,604	73,258	76,158	79,061	67,227	74,883	77,779	80,682
25	55,789	60,866	67,747	75,401	78,301	81,204	69,370	77,026	79,922	82,825
29	57,932	63,009	69,890	77,544	80,444	83,347	71,513	79,169	82,065	84,968

Masters & Ph.D. Stipends	1,622								
Ed. Specialist	812								
Longevity	2,143								
Hourly									
Curricular	29.40								
Non-Curricular	25.83								

*Master's Degree is required to enter Classes V and VI for all employees placed on the Certificated Salary Schedule after October 1, 1976.

SEE REVERSE SIDE FOR REGULATIONS

A. REGULATIONS GOVERNING INITIAL PLACEMENT ON THE SALARY SCHEDULE

1. No unit member shall be located beyond the xxxxx line, except those unit members who were beyond the xxxxx line as of October 1, 1970.
2. Credits or units used to advance beyond Class I must be upper division or graduate credits earned after the date the bachelor's degree is granted as recorded on the transcript or diploma. Other official university documents equivalent to an official transcript may be accepted at the discretion of the District.
3. New unit members will be placed on Class I, Step I until all official documentation is received by the District at which time Class and Step placement shall be made retroactive to the unit member's starting date. New unit members have until November 1 of the year of hire or 60 days after the date of hire (whichever is later) to provide official transcripts and other salary placement documentation. If documents are not received by that date, placement will be made based on documents received. The Assistant Superintendent/Personnel may waive this date requirement under extenuating circumstances.
4. All new and current unit members who qualify for advancement in step with two (2) or more years of verifiable public school teaching experience, shall be placed at Step 3 of the appropriate class on the Certificated Salary Schedule. New unit members with less than two (2) years verifiable experience, shall be placed on the appropriate Step (1 or 2).
5. A master's degree or doctorate from a W.A.S.C. or equivalent accredited institution shall be required to enter Class V and VI for all unit members placed on the Certificated Salary Schedule after October 1, 1976.
6. Holders of a master's degree from a W.A.S.C. or equivalent institution in Classes III, IV, V, VI shall receive an additional \$1,622 per year. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution shall receive an additional \$1,622 per year. Holders of an Ed. S (Education Specialist) degree shall receive an additional \$812 per year. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution, who have not received a stipend for a master's

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Board Approved: May 21, 1998

Revised: January 21, 1999

Revised: November 4, 1999

Revised: October 19, 2000

Revised: September 20, 2001

Revised: November 21, 2002

Revised: May 15, 2003

DRAFT Revision: September 23, 2004

degree, are eligible to receive an additional \$3,244 per year. Holders of both a doctorate and Education Specialist degrees will receive only the additional doctoral stipend.

7. A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves bears to the required days of service.

B. RECLASSIFICATION OF THE SALARY SCHEDULE

1. For the purpose of class advancement on the salary schedule, written verification of credits which will appear on an official transcript must be submitted to the District Office on a grade card, or a letter from the registrar or course instructor, prior to the first teaching day of any school year. Final transcripts or other official documentation acceptable to the District, verifying the credits must be submitted prior to November 1, otherwise, class advancement will be denied and salary increases provided for class advancement will be relinquished and previously paid increases will be paid back to the District. Unit members planning class changes in the succeeding year must notify the District of their intention PRIOR TO MAY 15; otherwise, class advancement may be denied. Credits for class advancement shall be limited to upper division or graduate work from a W.A.S.C. or equivalent accredited institution. However, a unit member may submit a "Petition for Exception" to the Assistant Superintendent/Personnel for courses or workshops which directly pertain to the individual's assignment. Such petition shall be reviewed by a committee composed of two Association representatives and two District representatives. The decision of the majority of the committee shall be final. The "Petition" must be received by the District Office at least thirty (30) calendar days prior to the first day of the course or workshop. Salary schedule credit shall not be made retroactive for courses or workshops completed prior to June 30, 1993. A master's degree is required to enter Class V and VI for all unit members placed on the Certificated Salary Schedule after October 1, 1976. Class changes will be limited to not more than two per year.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
Board Approved: May 21, 1998

3/5

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DRAFT Revision: September 23, 2004

- a. Certificated unit members working part-time contracts will begin accruing credit with the 1990-91 school year. Service earned prior to August 29, 1990, shall not be counted for the purpose of salary reclassification.
 - b. Salary reclassification shall occur at the beginning of the school year.
 - c. Unit members in a paid status less than 75% of a school year will be allocated part-time step credits as per the following formula:
$$\frac{\% \text{ assignment} \times \text{number of days in paid status}}{\text{number of master contract days}}$$
 - d. Such part-time credit will accumulate year to year. When a unit member's credits equal or exceed .75, 1.75, 2.75, etc., the employee will advance on the salary schedule.
 - e. Unpaid leave days do not count in the formula used to determine service credit.
 - f. The District shall provide to the Association by May 15th, a listing of those part-time unit members entitled to salary reclassification the beginning of the next school year.
- 2. No unit member holding an emergency credential shall be advanced beyond Class I on the salary schedule.
 - 3. Effective July 1, 2004, an additional increment of \$2,143 will be granted during the ensuing year to unit members upon completion of the 13th, 17th, 21st, 25th, and 29th year of employment within the District. Part-time unit members shall accumulate longevity in proportion to the time taught per day. This additional increment will be granted with the beginning of the school year nearest the anniversary date.
 - 4. Advanced degrees and longevity bonuses shall be considered as part of the salary when computing salary for part-time assignments.

5. All salaries shall fall within the financial confines of the Certificated Salary Schedule except for those unit members whose prior placement extends beyond the maximum of his/her classifications. Authorized unit members who work longer than the Board adopted teacher's year, shall receive additional compensation.
 6. The advancement on the salary schedule shall be at the rate of one (1) step for each year of experience. If an employee is in a paid status for at least 75% of a full school year, in any given school year, such service shall be considered a year of experience for salary schedule advancement purposes.
- C. The rate of pay for Adult School Teachers, Summer School Teachers, Home Tutors, Driver Training Teachers and curriculum-related workshops and committee work shall be \$29.40 per hour.
- D. The rate of pay for non-curriculum work shall be \$25.83 per hour.

PROPOSED

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

4143

EXTRA-CURRICULAR SALARIES

Effective 7/01/05

All paid extra-curricular assignments are for a period of one school year.

CLASS AA

Athletic Director
Activities Director

CLASS III

All other Assistant Coaches, including JV and Frosh Head Coaches
MS Yearbook

CLASS A

Head Varsity Football
Teacher in Charge of Plays*

CLASS IV

Journalism (High School)
Yearbook (High School)

CLASS I

All Head Varsity Coaches (except Varsity Football)
Band Director
Forensics
Academic League
Pep Squad
Drill Team

CLASS V

Academic Decathlon
Middle School Drama**
MS Yearbook (with regular class)

Class II

Varsity Assistant Coaches (athletics)
MS ASB Advisor

CLASS VI

* Dependent upon a minimum of 4 productions per year.

** Dependent upon a minimum of 2 productions per year. One-half stipend for one production.

Experience (Steps)	Class AA	Class A	Class I	Class II	Class III	Class IV	Class V	Class VI
Step 1 (1-4 years)	3,698	3,513	3,144	2,773	2,406	2,033	1,664	1,294
Step 2 (5-7 years)	4,067	3,846	3,495	3,035	2,643	2,235	1,890	1,424
Step 3 (8-10 years)	4,438	4,179	3,796	3,283	2,885	2,572	2,142	1,699
Step 4 (11-19 years)	4,712	4,514	4,094	3,535	3,126	2,818	2,490	1,938
Step 5 (20+ years)	5,042	4,847	4,394	3,771	3,368	3,035	2,705	2,018

Placement on the Stipend Schedule

1. Extra-curricular salary stipend shall be reviewed annually.
2. Placement shall be based on years of experience in the District in each separate extra-curricular assignment (sport or activity) for years service in that extra-curricular assignment.
3. No experience credit shall be granted for outside coaching experience in other districts or the equivalent in the sport to be coached.
4. Placement on the schedule and subsequent payment of the stipend for a particular year/season shall be based on prior years' in-District experience only.
5. An extended season stipend will be given to varsity coaches who participate in CIF playoff competition. The bonus will be computed as 10% of the extra-curricular salary stipend.
6. San Dieguito Union High School District employees will receive a \$200.00 signing bonus.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: April 6, 1989
Policy Revised: April 2, 1992
Policy Revised: June 3, 1993
Policy Revised: May 5, 1994
Policy Revised: June 22, 1995
Policy Revised: May 16, 1996
Policy Revised: January 16, 1997
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Policy Revised: September 20, 2001
Policy Revised: December 18, 2002
Policy Revised: May 15, 2003
Policy Revised: September 23, 2004
Policy Revised: DRAFT October 6, 2005

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

EXTRA-CURRICULAR SALARIES

Effective 7/01/04

All paid extra-curricular assignments are for a period of one school year.

CLASS AA

Athletic Director
Activities Director

CLASS III

All other Assistant Coaches, including JV and Frosh Head Coaches
MS Yearbook

CLASS A

Head Varsity Football
Teacher in Charge of Plays*

CLASS IV

Journalism (High School)
Yearbook (High School)

CLASS I

All Head Varsity Coaches (except Varsity Football)
Band Director
Forensics
Academic League
Pep Squad
Drill Team

CLASS V

Academic Decathlon
Middle School Drama**
MS Yearbook (with regular class)

Class II

Varsity Assistant Coaches (athletics)
MS ASB Advisor

CLASS VI

* Dependent upon a minimum of 4 productions per year.

** Dependent upon a minimum of 2 productions per year. One-half stipend for one production.

Experience (Steps)	Class AA	Class A	Class I	Class II	Class III	Class IV	Class V	Class VI
Step 1 (1-4 years)	3,502	3,326	2,977	2,626	2,278	1,925	1,576	1,225
Step 2 (5-7 years)	3,851	3,642	3,309	2,874	2,503	2,116	1,790	1,348
Step 3 (8-10 years)	4,202	3,957	3,594	3,109	2,732	2,435	2,028	1,609
Step 4 (11-19 years)	4,462	4,274	3,877	3,347	2,960	2,668	2,358	1,835
Step 5 (20+ years)	4,774	4,590	4,161	3,571	3,189	2,874	2,561	1,911

Placement on the Stipend Schedule

1. Extra-curricular salary stipend shall be reviewed annually.
2. Placement shall be based on years of experience in the District in each separate extra-curricular assignment (sport or activity) for years service in that extra-curricular assignment.
3. No experience credit shall be granted for outside coaching experience in other districts or the equivalent in the sport to be coached.
4. Placement on the schedule and subsequent payment of the stipend for a particular year/season shall be based on prior years' in-District experience only.
5. An extended season stipend will be given to varsity coaches who participate in CIF playoff competition. The bonus will be computed as 10% of the extra-curricular salary stipend.
6. San Dieguito Union High School District employees will receive a \$200.00 signing bonus.

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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 8, 2005

BOARD MEETING DATE: September 15, 2005

**PREPARED AND
SUBMITTED BY:** Peggy Lynch, Ed.D.,
Superintendent 

SUBJECT: SALARY ADJUSTMENTS/
NON-REPRESENTED GROUPS

EXECUTIVE SUMMARY

There are three groups of employees who are not represented in the collective bargaining process. The administration has a responsibility to recommend salaries for non-represented groups that are both competitive and within the district's ability to fund.

RECOMMENDATION:

The administration recommends that the attached salary schedules reflecting a 5.61% increase for the non-represented employee groups be approved, retroactive to July 1, 2005.

1. Policy 4541, "Supervisory Employees' Salary Schedule"
2. Policy 4241.2, "Confidential Employees' Salary Schedule"
3. Policy 4341.1, "Management Employees' Salary Schedule"
4. Superintendents (per contracts)

PL/sg
Attachments

AGENDA ITEM: 23

PROPOSED

SUPERVISORY

4541

SUPERVISORY EMPLOYEES' SALARY SCHEDULE - 2005-2006

Revised: Effective 0701/05 - 5.61%

Title	1	2	3	4	5
	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly
Custodial Supervisor	\$54,562	\$57,242	\$60,168	\$63,217	\$66,431
Transportation Supvr.	\$4,547	\$4,770	\$5,014	\$5,268	\$5,536
Nutrition Specialist	\$26.23	\$27.52	\$28.93	\$30.39	\$31.94
Grounds Supervisor					
Maintenance Supervisor	\$59,179	\$62,078	\$65,254	\$68,561	\$72,049
	\$4,932	\$5,173	\$5,438	\$5,713	\$6,004
	\$28.45	\$29.85	\$31.37	\$32.96	\$34.64
Food Service Coordinator	\$42,796	\$45,066	\$47,297	\$49,402	\$52,090
	\$3,566	\$3,756	\$3,941	\$4,117	\$4,341
	\$20.58	\$21.67	\$22.74	\$23.75	\$25.04
Nutrition Services Supervisor	\$35,233	\$37,126	\$38,906	\$40,972	\$42,996
	\$2,936	\$3,094	\$3,242	\$3,414	\$3,583
	\$16.94	\$17.85	\$18.70	\$19.70	\$20.67
Technology Supervisor	\$63,723	\$66,908	\$70,253	\$73,837	\$77,590
	\$5,310	\$5,576	\$5,854	\$6,153	\$6,466
	\$30.64	\$32.17	\$33.78	\$35.50	\$37.30

Food Service Supervisor I position was eliminated on 7/01/97.

All employees on the supervisory salary schedule are governed by the

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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<u>Policy Revised:</u> May 15, 1997	<u>Policy Revised:</u> January 20, 2005
	<u>Policy Revised:</u> DRAFT October 6, 2005 1/2

Classified Merit System Rules and Regulations.

Longevity Benefits

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours of regular employment.

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Policy Revised: January 20, 2005
Policy Revised: DRAFT October 6, 2005 2/2

CURRENT

4541

SUPERVISORY

SUPERVISORY EMPLOYEES' SALARY SCHEDULE - 2004-2005

Revised: Effective 01/01/05 (new titles and ranges - Main. Supv./Tech Supv.)

Title	1	2	3	4	5
	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly
Custodial Supervisor	\$51,664	\$54,201	\$56,972	\$59,859	\$62,902
Transportation Supvr.	\$4,305	\$4,517	\$4,748	\$4,988	\$5,242
Nutrition Specialist	\$24,84	\$26.06	\$27.39	\$28.78	\$30.24
Grounds Supervisor					
Maintenance Supervisor	\$56,035	\$58,780	\$61,788	\$64,919	\$68,222
	\$4,670	\$4,898	\$5,149	\$5,410	\$5,685
	\$26.94	\$28.26	\$29.71	\$31.21	\$32.80
Food Service Coordinator	\$40,523	\$42,672	\$44,785	\$46,778	\$49,323
	\$3,377	\$3,556	\$3,732	\$3,898	\$4,110
	\$19.48	\$20.52	\$21.53	\$22.49	\$23.71
Nutrition Services Supervisor	\$33,361	\$35,154	\$36,839	\$38,796	\$40,712
	\$2,780	\$2,930	\$3,070	\$3,233	\$3,393
	\$16.04	\$16.90	\$17.71	\$18.65	\$19.57
Technology Supervisor	\$60,338	\$63,354	\$66,521	\$69,915	\$73,468
	\$5,028	\$5,280	\$5,543	\$5,826	\$6,122
	\$29.01	\$30.46	\$31.98	\$33.61	\$35.52

Food Service Supervisor I position was eliminated on 7/01/97.

All employees on the supervisory salary schedule are governed by the Classified Merit System Rules and Regulations.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

<u>Policy Adopted:</u> June 20, 1989	<u>Policy Revised:</u> September 4, 1997
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Longevity Benefits

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours of regular employment.

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Policy Revised: January 20, 2005

PROPOSED

CONFIDENTIAL

4241.2

4441.2

CONFIDENTIAL EMPLOYEES' SALARY SCHEDULE - 2005-2006

5.61% effective 7/1/05

Title	1	2	3	4	5
	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly
Executive Asst. to the Superintendent	\$57,275 \$4,773 \$27.54	\$60,181 \$5,015 \$28.93	\$63,124 \$5,260 \$30.35	\$66,334 \$5,528 \$31.89	\$69,668 \$5,806 \$33.49
Executive Asst.	\$50,763 \$4,230 \$24.41	\$53,252 \$4,438 \$25.60	\$55,932 \$4,661 \$26.89	\$58,749 \$4,896 \$28.24	\$61,673 5,139 \$29.65

All employees on the Confidential Salary Schedule are governed by the Classified Merit System Rules and Regulations.

Longevity Benefits

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and/or hours of regular employment.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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<u>Policy Revised:</u> May 16, 1991	<u>Policy Revised:</u> December 14, 2000
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<u>Policy Revised:</u> September 4, 1997	1/1

CURRENT

CONFIDENTIAL

4241.2
4441.2 ✓

CONFIDENTIAL EMPLOYEES' SALARY SCHEDULE - 2004-2005

4.166% effective 7/1/04

Title	1	2	3	4	5
	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly	Annual Monthly Hourly
Executive Asst. to the Superintendent	\$54,233 \$4,519 \$26.07	\$56,984 \$4,749 \$27.40	\$59,771 \$4,981 \$28.74	\$62,810 \$5,234 \$30.20	\$65,967 \$5,497 \$31.71
Executive Asst.	\$48,066 \$4,006 \$23.11	\$50,423 \$4,202 \$24.24	\$52,961 \$4,413 \$25.46	\$55,628 \$4,636 \$26.74	\$58,397 \$4,866 \$28.08

All employees on the Confidential Salary Schedule are governed by the Classified Merit System Rules and Regulations.

Longevity Benefits

An increment of 2.5% salary for a 12 month, eight hours per day, full time employee at the end of 10, 15, 20, 25 and 30 years respectively, of satisfactory service shall be added to the employee's annual salary. The longevity increment for those employees employed less than 12 months or less than eight hours per day will be prorated in accordance with the number of months and/or hours of regular employment.

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- Policy Revised: November 21, 2002
- Policy Revised: May 15, 2003
- DRAFT Revision: September 23, 2004

PROPOSED

4341.1

MANAGEMENT

Management Employees' Salary Schedule 2004-2005 (Effective 7/1/05 - 5.61%)

	Step 1	Step 2	Step 3	Step 4	Work Days	
Principal, High School	109,816	115,171	120,789	126,697	220	
Principal, Middle School	99,627	104,491	109,595	114,953	220	
Principal, Adult School	95,465	100,117	105,000	110,135	215	
Principal, Continuation High School	97,740	102,501	107,497	112,760	215	
Assistant Principal, High School	93,347	97,911	102,706	107,742	210	
Assistant Principal, Middle School	83,549	87,665	91,982	96,516	200	
Assistant Principal, Adult School	76,870	80,572	84,459	88,538	200	
Executive Dir. of Cur. & Assessment	107,198	112,312	117,676	123,313	222	
Executive Dir. of Pupil Serv.	107,198	112,312	117,676	123,313	222	
Director of Instructional Support	98,015	102,805	107,844	113,130	222	
Executive Director Of Finance	93,661	98,344	103,260	108,426	12	Mos.
Executive Director of Business Serv.	93,661	98,344	103,260	108,426	12	Mos.
Executive Director of Operations	93,661	98,344	103,260	108,426	12	Mos.
Director of Classified Personnel	91,991	96,427	101,086	105,979	12	Mos.
Director of Human Resources	91,991	96,427	101,086	105,979	12	Mos.
Coordinator of Special Education	91,255	95,819	100,606	105,633	220	
Director of Educational Technology	91,255	95,819	100,606	105,633	215	
Director of Transportation	84,106	88,310	92,725	97,365	12	Mos.
Director of Financial Services	79,234	83,195	87,355	91,721	12	Mos.
Director of Nutrition Services	79,234	83,195	87,355	91,721	12	Mos.
Director of Purchasing/Warehouse	79,234	83,195	87,355	91,721	12	Mos.
Director of Risk Management Services	79,234	83,195	87,355	91,721	12	Mos.
Dean of Students	76,870	80,572	84,459	88,538	200	
Student Services Specialist	76,870	80,572	84,459	88,538	220	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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Policy Revised: May 15, 2003

Policy Revised: February 6, 2004

Policy Revised: July 15, 2004

Policy Revised: September 23, 2004

Policy Revised: January 20, 2005

Policy Revised: DRAFT October 6, 2005

Credit for previous management experience will be given consideration toward initial placement on the management salary schedule. Twelve days of sick leave for each year shall be allowed each full-time manager during the period of time under active contract with the district.

All classified managers shall be governed by the Classified Merit System Rules and Regulations.

Longevity Benefits - An increment of \$2,332 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours or regular employment.

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Policy Revised: September 23, 2004

Policy Revised: January 20, 2005

Policy Revised: DRAFT October 6, 2005

MANAGEMENT

Management Employees' Salary Schedule 2004-2005 (Effective 1/1/05-new titles and ranges)

	Step 1	Step 2	Step 3	Step 4	Work Days	
Principal, High School	103,983	109,053	114,373	119,967	220	
Principal, Middle School	94,335	98,940	103,773	108,847	220	
Principal, Adult School	90,394	94,799	99,422	104,285	215	
Principal, Continuation High School	92,548	97,056	101,787	106,770	215	
Assistant Principal, High School	88,388	92,710	97,250	102,019	210	
Assistant Principal, Middle School	79,111	83,008	87,096	91,389	200	
Assistant Principal, Adult School	72,787	76,292	79,973	83,835	200	
Executive Dir. of Cur. & Assessment	101,504	106,346	111,425	116,763	222	
Executive Dir. of Pupil Serv.	101,504	106,346	111,425	116,763	222	
Executive Director Of Finance	88,686	93,120	97,775	102,666	12	Mos.
Executive Director of Business Serv.	88,686	93,120	97,775	102,666	12	Mos.
Executive Director of Operations	88,686	93,120	97,775	102,666	12	Mos.
Director of Instructional Support	92,808	97,344	102,115	107,121	222	
Director of Classified Personnel	87,104	91,305	95,716	100,349	12	Mos.
Director of Human Resources	87,104	91,305	95,716	100,349	12	Mos.
Coordinator of Special Education	86,408	90,729	95,262	100,022	220	
Director of Educational Technology	86,408	90,729	95,262	100,022	215	
Director of Transportation	79,638	83,619	87,799	92,193	12	Mos.
Director of Financial Services	75,025	78,776	82,715	86,849	12	Mos.
Director of Nutrition Services	75,025	78,776	82,715	86,849	12	Mos.
Director of Purchasing/Warehouse	75,025	78,776	82,715	86,849	12	Mos.
Director of Risk Management Services	75,025	78,776	82,715	86,849	12	Mos.
Dean of Students	72,787	76,292	79,973	83,835	200	
Student Services Specialist	72,787	76,292	79,973	83,835	220	

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- Policy Revised: May 15, 2003
- Policy Revised: February 6, 2004
- Policy Revised: July 15, 2004
- Policy Revised: September 23, 2004
- Policy Revised: January 20, 2005
- Policy Revised: June 10, 2005

Credit for previous management experience will be given consideration toward initial placement on the management salary schedule. Twelve days of sick leave for each year shall be allowed each full-time manager during the period of time under active contract with the district.

All classified managers shall be governed by the Classified Merit System Rules and Regulations.

Longevity Benefits - An increment of \$2,239 for a 12 month, 8 hours per day, full-time employee at the end of 10, 15, 20, 25 and 30 years in the district, shall be added to the employee's annual salary. The longevity increment of those employees employed less than 12 months or less than 8 hours per day will be prorated in accordance with the number of months and/or hours of regular employment.

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Policy Revised: July 15, 2004

Policy Revised: September 23, 2004

Policy Revised: January 20, 2005

Policy Revised: June 10, 2005


San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 7, 2005

BOARD MEETING DATE: September 15, 2005

PREPARED AND SUBMITTED BY: Peggy Lynch, Ed.D.,
Superintendent 

SUBJECT: SUPERINTENDENTS' SALARIES

EXECUTIVE SUMMARY

The superintendents' salaries, retroactive to July 1, 2005 are as follows:

<u>CURRENT</u>	<u>PROPOSED</u>
<u>Superintendent</u> \$159,014 (no longevities)	<u>Superintendent</u> \$167,936 (no longevities)
<u>Assistant Superintendent/Instruction</u> \$138,720 (inclusive of four longevities)	<u>Assistant Superintendent/Instruction</u> \$146,896 (inclusive of four longevities)
<u>Assistant Superintendent/Business</u> \$136,481 (inclusive of three longevities)	<u>Assistant Superintendent/Business</u> \$146,896 (inclusive of four longevities)
<u>Assistant Superintendent/H.R.</u> \$134,242 (inclusive of two longevities)	<u>Assistant Superintendent/H.R.</u> \$141,970 (inclusive of two longevities)

RECOMMENDATION:

The administration recommends that the Board approve a salary increase of 5.61%, effective July 1, 2005

FUNDING SOURCE:

Not applicable.

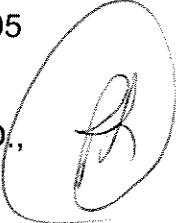
San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: September 8, 2005

BOARD MEETING DATE: September 15, 2005

**PREPARED AND
SUBMITTED BY:** Peggy Lynch, Ed.D.,
Superintendent 

SUBJECT: RESOLUTION IN OPPOSITION TO
"THE CALIFORNIA LIVE WITHIN OUR
MEANS ACT" – PROPOSITION 76

EXECUTIVE SUMMARY

Attached is a resolution in opposition to "The California Live Within Our Means Act" – Proposition 76. The resolution describes the negative effects on education should Proposition 76 be approved by the voters in November, 2005.

RECOMMENDATION:

The administration recommends that the Trustees review the attached resolution and authorize the administration to return the resolution for approval at the October 6, 2005 meeting.

FUNDING SOURCE:

Not applicable.

PL/sg
Attachments

AGENDA ITEM: 28

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO HIGH SCHOOL DISTRICT IN OPPOSITION TO THE CALIFORNIA LIVE WITHIN OUR MEANS ACT-PROPOSTION 76

WHEREAS, California's 6 million students deserve high-quality schools with well-trained educators, small class sizes, quality instructional materials, up-to-date textbooks and dynamic parental support; and

WHEREAS, The California Live Within Our Means Act (Proposition 76) would upset the balance of power between the governor and the legislature by giving the governor the power to both create and declare a fiscal emergency and then to take unilateral budget actions; and

WHEREAS, These actions include multiple mid-year across-the board cuts for all programs including education, thus violation the constitutional priority giver to K-12 by the voters of California and placing K-12 funding at the mercy of the politics of the moment; and

WHEREAS, Proposition 76 would also eliminate basic provisions and guarantees as provided by voters when they passed Proposition 98, including making the 2004-05 reductions to school funding permanent rather than temporary, and eliminating the requirement to restore any reductions to the funding guarantee; and

WHEREAS, Proposition 76 would seriously undermine the continuity and quality of instructional programs by exposing schools to unstable funding and the constant threat of mid year cuts, making it impossible to plan and budget for ongoing spending commitments because of the possibility of spending increases in one year and reductions the next year; and

WHEREAS, Proposition 76 would severely impact the funding base for schools – resulting in as much as \$4 billions (\$600 per student) per year below the minimum funding base required by current law; and

WHEREAS, if Proposition 76 is approved, California would continue its downward spiral from ranking in the top ten in per pupil funding tone of the lowest states in the nation (a recent "Quality Counts 2005" report by Education Week ranks California 44th in the nation); and

WHEREAS, California schools have already suffered \$9.8 billion in cuts and deferrals in the last several years resulting in school closures, increases in class size, layoffs of teachers and support staff, and a shameful shortage of librarians, counselors, nurses, custodians and groundskeepers throughout the state; and

WHEREAS, Proposition 76 breaks several promises made by Governor Schwarzenegger and the legislature to repay and restore minimum Proposition 98 base funding and settle-up funds; and

WHEREAS, the San Dieguito Union High School District has suffered more than \$12 million in cuts over the last four years, including certificated and classified staffing and site funding for materials and supplies; and

WHEREAS, The California Live Within Our Means Act (Proposition 76) is unsound public policy, and unfairly punishes schools and students and undermines the education funding protections voters say they want; now therefore,

BE IT RESOLVED that the Board of Trustees of the San Dieguito Union High School District strongly opposes Proposition 76 on the November 8 special election ballot.

PASSED AND ADOPTED by the Board of Trustees of the San Dieguito Union High School District, Encinitas, California, at a public meeting thereof duly called and held this 15th day of September, 2005.
