

San Dieguito

Union High School District

710 Encinitas Blvd.
Encinitas, CA 92024-3357
(760) 753-6491
(760) 954-3501 (fax)
www.sduhsd.net

Board of Trustees:

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

Terry King,
Interim Superintendent

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES REGULAR BOARD MEETING

THURSDAY, APRIL 17, 2008
6:30 PM

DISTRICT OFFICE BOARD ROOM 101
710 ENCINITAS BLVD, ENCINITAS, CA. 92024

Welcome to the meeting of the San Dieguito Union High School District Board of Trustees.

PUBLIC COMMENTS

If you wish to speak regarding an item on the agenda, please complete a blue 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, please state your name, address, and organization before making your presentation.

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. If you wish to speak under Public Comments, please follow the same directions (above) for speaking to agenda items. Complaints or charges against an employee are not permitted in an open meeting of the Board of Trustees.

In the interest of time and order, presentations from the public are limited to three (3) minutes per person, per topic. 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 others in attendance.

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.

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*.

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.

CELL PHONES/PAGERS

As a courtesy to all meeting attendees, please set cellular phones and pagers to silent mode and engage in conversations outside the meeting room.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please FAX the office of the District Superintendent at (760) 943-3501. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements 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 the meeting in appropriate alternative formats for persons with a disability.

Canyon Crest Academy
Carmel Valley MS
Diegueño MS
Earl Warren MS
La Costa Canyon HS
North Coast Alternative HS
Oak Crest MS
San Dieguito Adult Education
San Dieguito HS Academy
Sunset HS
Torrey Pines HS

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR BOARD MEETING

AGENDA

THURSDAY, APRIL 17, 2008
6:30 PM

DISTRICT OFFICE BOARD ROOM 101
710 ENCINITAS BLVD., ENCINITAS, CA. 92024

PRELIMINARY FUNCTIONS(ITEMS 1 – 6)

1. Call to Order; Public Comments Regarding Closed Session Items6:00 PM

2. Closed Session 6:05 PM

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 Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents (3)
Employee Organizations: San Dieguito Faculty Association / Classified School Employees Association

C. Conference with legal counsel to discuss current or potential litigation (2 cases)

3. Regular Meeting / Open Session6:30 PM

4. Pledge of Allegiance

5. Report Out of Closed Session

6. Approval of Minutes of the Board Workshops of March 12th, March 20th, and April 3rd, 2008, and the Regular Board Meeting of March 20th, 2008, as shown in the attached supplements.

Motion by _____, second by _____, to approve the Minutes of all Board Workshops and the Regular Board meeting, as shown.

NON-ACTION ITEMS(ITEMS 7 – 10)

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.

7. Reports and Updates, Student Board Members

8. Reports and Updates, Board of Trustees

9. Superintendent's Reports, Briefings and Legislative Updates Terry King

10. Carmel Valley Middle School Update..... Michael Grove, Principal

CONSENT AGENDA ITEMS.....(ITEMS 11 – 15)

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

11. SUPERINTENDENT

- A. ACCEPTANCE OF GIFTS AND DONATIONS, AS SHOWN IN THE ATTACHED SUPPLEMENT.
- B. APPROVAL OF FIELD TRIP REQUESTS, AS SHOWN IN THE ATTACHED SUPPLEMENT.

12. HUMAN RESOURCES

A. APPROVAL OF PERSONNEL REPORTS

Approval of matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:

- 1. Approval of Certificated and/or Classified Personnel Reports as shown in the attached supplement.

B. APPROVAL/RATIFICATION OF AGREEMENT

No agreements submitted.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

No agreements submitted.

14. PUPIL SERVICES

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS

No NPS/NPA contracts submitted.

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Eric R. Dill, Stephen G. Ma, or Terry King to execute the agreements:

- 1. Institute for Child and Family Development to provide assessment and treatment services for Reactive Attachment Disorder (RAD), during the period April 1, 2008 through June 30, 2008, at the rate of \$130.00 per hour, to be expended from the General Fund/Restricted 06-00.

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Eric R. Dill, Stephen G. Ma, or Terry King to execute the agreements:

1. Balboa Ambulance Service, Inc. to provide medical standby coverage during the Torrey Pines High School graduation ceremony on June 12, 2008, at the rate of \$100.00 per hour, to be expended from the General Fund 03-00.
2. Carlsbad Unified School District for extracurricular transportation services to be provided by the Transportation Department, on April 18, 2008 and May 23, 2008, to be reimbursed at the rate of \$3.86 per mile plus the driver's hourly rate (or at the applicable overtime rate) for driver standby.
3. San Diego County Superintendent of Schools/County Office of Education to provide credential services for Adult Education teachers, during the period July 1, 2008 through June 30, 2009, for an amount not to exceed \$306.00, to be expended from the Adult Education Fund 11-00.
4. Retriever Payment Systems, Inc. and ACH Direct, Inc. to provide credit card processing/merchant services and check clearing/merchant services, respectively, for the Transportation Department bus pass program, during the period April 18, 2008 until terminated in writing by either party, at the credit card discount rate of 1.99%, \$0.20 per transaction, and \$20.00 monthly fee, and the check clearing rate of \$0.05 per transaction and \$9.95 monthly fee, to be expended from the General Fund/Restricted 06-00, and authorize Eric R. Dill or Stephen G. Ma to sign all pertinent documents.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

No amendment to agreements submitted.

C. AWARD OF CONTRACTS

Award the following contracts and authorize Eric R. Dill or Stephen G. Ma to execute all pertinent documents:

1. Recreation Masters, Inc. for the Outdoor Fitness Equipment & Installation at Carmel Valley Middle School and Oak Crest Middle School project B2008-15, for an amount of \$55,000.00, to be expended from the General Fund/Restricted 06-00.
2. Urban Tree Care, Inc. for the Tree Maintenance, Trimming, & Removal at District Locations unit cost contract B2008-13, during the period May 1, 2008 through April 30, 2009, with options to renew two additional one-year periods, at the unit prices listed on the attachment, to be expended from the fund to which the project is charged.

D. APPROVAL OF CHANGE ORDERS

No change orders submitted.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

No construction projects submitted.

F. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRAN) FOR 2008-09

Adopt the attached resolution for Tax and Revenue Anticipation Notes (TRAN) for fiscal year 2008-09.

G. AUTHORIZATION TO OPEN CHECKING ACCOUNT / TRANSPORTATION DEPARTMENT / CREDIT CARD SERVICES

Authorize the opening of a checking account for the Transportation Department to accept credit card payments for transportation fees.

H. ADOPTION OF RESOLUTION / AUTHORIZED AGENT TO SIGN SCHOOL ORDERS

Adopt the attached resolution designating Terry King or David R. Bevilaqua or Stephen G. Ma to sign school orders (commercial warrants), effective April 18, 2008 through June 30, 2008.

I. ADOPTION OF RESOLUTION / TERMINATION OF RETIREMENT PLAN

Adopt the attached resolution Terminating the Profit Sharing Retirement Plan, effective April 18, 2008.

J. APPROVAL OF BUSINESS REPORTS

1. Purchase Orders
2. Instant Money
3. Membership Listing

ROLL CALL VOTE FOR CONSENT AGENDA(ITEMS 11 – 15)

Board of Trustees:

Student Advisory Board Members:

- ____ Joyce Dalessandro
- ____ Linda Friedman
- ____ Barbara Groth
- ____ Beth Hergesheimer
- ____ Deanna Rich

- ____ Meredith Adams, La Costa Canyon
- ____ Chloe Deis-Groff, San Dieguito Academy
- ____ Kaylee Falvo, Sunset
- ____ Ilana Newman, Torrey Pines
- ____ Kelly Kean, Canyon Crest Academy

DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 22)

16. APPROVAL OF PROPOSED BOARD POLICY REVISIONS, #1330/AR-1, "*COMMUNITY RELATIONS, PUBLIC USE OF DISTRICT FACILITIES*" AND DELETION OF #1330/AR-2 & AR-3, "*USE FEE SCHEDULE*"
Motion by _____, second by _____, to approve proposed Board Policy Revisions, #1330/AR-1 and *delete* #1330/AR-2 & AR-3, as presented.
17. APPROVAL OF NEW BOARD POLICY PROPOSAL, CLASS DESCRIPTION, #4216.3-09.3, "*DIRECTOR OF STUDENT INFORMATION SERVICES*", AND PROPOSED ALLOCATION ON MANAGEMENT SALARY SCHEDULE, AS SHOWN IN THE ATTACHED SUPPLEMENT.
Motion by _____, second by _____, to approve New Board Policy #4216.3-09.3, Class Description, and Proposed Allocation on Management Salary Schedule, as presented.
18. APPROVAL OF NEW BOARD POLICY PROPOSAL, CLASS DESCRIPTION, #4216.3-03.3, "*DIRECTOR OF PLANNING AND FINANCIAL MANAGEMENT*", AND PROPOSED ALLOCATION ON MANAGEMENT SALARY SCHEDULE, AS SHOWN IN THE ATTACHED SUPPLEMENT.
Motion by _____, second by _____, to approve New Board Policy #4216.3-03.3, Class Description #6200.1/AR.1, and Proposed Allocation on Management Salary Schedule, as presented.
19. APPROVAL OF LEGISLATIVE ACTION NETWORK PLATFORM, 2008, AS SHOWN IN THE ATTACHED SUPPLEMENT.
Motion by _____, second by _____, to approve the Legislative Action Network Platform, 2008, as presented.
20. APPROVAL OF RESOLUTION DESIGNATING MAY 14, 2008, AS DAY OF THE TEACHER, AS SHOWN IN THE ATTACHED SUPPLEMENT.
Motion by _____, second by _____, to approve *Day of the Teacher* Resolution as presented.
21. COMMUNITY FACILITIES DISTRICT No. 94-2 / ANNEXATION No. 2 / ADOPTION OF RESOLUTION OF ANNEXATION (Annexation of certain portions of La Costa Oaks / Real Estate Collateral Management Co. – Carlsbad)
 - a) Public Hearing
 - b) Moved by _____, second by _____, to adopt the attached Resolution of the Board of Trustees of the San Dieguito Union High School District Acting as the Legislative Body of the San Dieguito Union High School District Community Facilities District No. 94-2.
22. APPROVAL OF RESOLUTION OF LAYOFF AND/OR REDUCTIONS IN ASSIGNMENT, AS SHOWN IN THE ATTACHED SUPPLEMENT.
Motion by _____, second by _____, to approve the attached Resolution of Layoff, as presented.

INFORMATION ITEMS..... (ITEMS 23 - 33)

- 23. Business Services Update Steve Ma, Associate Superintendent
- 24. Labor Compliance Program Annual Report 2008, Reporting Period March 1, 2007 through February 29, 2008
- 25. Educational Services Update Rick Schmitt, Associate Superintendent
- 26. Review of Math Textbook Adoption Rick Schmitt, Associate Superintendent
This item is being presented as for first reading and will be resubmitted for Board approval on May 1, 2008.
- 27. Work Experience Plan Application Rick Schmitt, Associate Superintendent
This item is being presented as for first reading and will be resubmitted for Board approval on May 1, 2008.
- 28. Human Resources Update Terry King, Associate Superintendent
- 29. Public Comments
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. (See Board Agenda Cover Sheet)
- 30. Future Agenda Items
- 31. Adjournment to Closed Session (if scheduled)

CLOSED SESSION (if required)

- 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 Section 54957.8.
Agency Negotiators: Superintendent and Associate Superintendents (3)
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
 - C. Conference with legal counsel to discuss current or potential litigation (2 cases)
- 32. Report from Closed Session (if required)
 - 33. Adjournment of Meeting

*The next regularly scheduled Board Meeting will be held on **May 1, 2008, at 6:30 PM** in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.*

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San Dieguito Adult Education
San Dieguito HS Academy
Sunset HS
Torrey Pines HS

**BOARD OF TRUSTEES
SPECIAL MEETING**

MINUTES

WEDNESDAY, MARCH 12, 2008

A Special Meeting of the Governing Board of the San Dieguito Union High School District took place on Wednesday, March 12, 2008, at the District Office, 710 Encinitas Blvd, Encinitas, California.

Board Members in Attendance

Ms. Groth was not in attendance; all other Board Members were present.

Administrators in Attendance

Peggy Lynch, Ed. D., Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Rick Schmitt, Associate Superintendent, Educational Services
John Addleman, Financial Analyst, SDUHSD
Becky Banning, Recording Secretary

Guests in Attendance

Glen Casterline
Ralph Holmes
Masood Sohaili

1. CALL TO ORDER – President Hergesheimer called the meeting to order at 4:30 PM.

2. ADOPTION OF RESOLUTION AS DESCRIBED BELOW:

The Board met to consider approval of a restructuring of the San Dieguito Public Facilities Authority \$91,125,000 Revenue Refunding Bonds, Series 2006, which restructure included changing the interest rate mode payable with respect to the bonds.

It was moved by Ms. Dalessandro, seconded by Ms. Friedman, to approve the above item as written.

3. ADJOURNMENT OF MEETING – The meeting was adjourned at 5:45 PM.

Linda Friedman, Board Clerk

Date

Terry King, Interim Superintendent

Date

San Dieguito

Union High School
District

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SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

MINUTES

FACILITIES BOARD WORKSHOP

THURSDAY, MARCH 20, 2008

A Special Facilities Workshop of the Governing Board of the San Dieguito Union High School District took place on Thursday, March 20, 2008, at 3:30 PM, at the District Office, 710 Encinitas Blvd, Encinitas, California.

Board Members in Attendance

All Board Members were in attendance at this meeting.

Administrators in Attendance

Peggy Lynch, Ed.D, Superintendent
Kenneth Noah, Superintendent, (Pending), SDUHSD
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Rick Schmitt, Associate Superintendent, Educational Services
John Addleman, Financial Analyst, SDUHSD
Becky Banning, Recording Secretary

Guests in Attendance

Masood Sohaili (via teleconference)
Craig Underwood
Glen Casterline
Lauren Spiegel (via teleconference)
Ralph Holmes

PRELIMINARY FUNCTIONS

1. CALL TO ORDER

President Hergesheimer called the meeting to order at 3:30 PM to receive public comments. There were no public comments.

INFORMATION ITEM

2. BOND UPDATE

Dr. Lynch and Mr. Steve Ma introduced representatives from BondLogistix and De La Rosa & Co, Investment Bankers, who gave a current market analysis overview and addressed the restructuring bond options being considered by the District.

3. DEVELOPMENT OF FACILITIES ACTION PLAN – DOLINKA GROUP

Representatives from the Dolinka Group, (demographics services) presented an overview of a Facilities Action Plan and addressed the purpose and philosophy of the plan. They also reviewed suggested timelines for future Board workshops – an 8-session process – in order to develop and implement a final action plan.

4. ADJOURNMENT OF MEETING – The meeting was adjourned at 5:30 PM.

Linda Friedman, Board Clerk

Date

Terry King, Interim Superintendent

Date

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Torrey Pines HS

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT MINUTES OF THE BOARD OF TRUSTEES AT A REGULAR MEETING

THURSDAY, MARCH 20, 2008

SDUHSD DISTRICT OFFICE

BOARD RM 101

PRELIMINARY FUNCTIONS (AGENDA ITEMS 1 – 6)

1. Call to Order / Public Comments (Agenda Item 1)
There were no comments from the public presented.

2. CLOSED SESSION(AGENDA ITEM 2)

President Beth Hergesheimer called the meeting to order at 6:00 PM on Thursday, March 20, 2008, to receive public comments on the closed session agenda items. There were no public comments, and the Board convened to closed session in the small board room to discuss:

- A. 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. Labor-related issues with Labor Negotiators, pursuant to Government Code Section 54957.8
Agency Negotiators: Superintendent and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
- C. Conference with legal counsel to discuss current or potential litigation
- D. Consideration and/or deliberation of student discipline matters

REGULAR MEETING / OPEN SESSION

Members in Attendance

All Board of Trustees members were in attendance.

Student Members present were Meredith Adams, La Costa Canyon; Ilana Newman, Torrey Pines High School; Kelly Kean of Canyon Crest Academy; and Chloe Deis-Groff, San Dieguito Academy.

Administrators Present

Peggy Lynch, Ed.D., Superintendent
Kenneth Noah (Incoming Superintendent)
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Rick Schmitt, Associate Superintendent, Educational Services
Russ Thornton, Executive Director, Facilities
Craig Lewis, Principal, La Costa Canyon
Becky Banning, Recording Secretary

3. Reconvene / Call to Order (AGENDA ITEM 3)

The regular meeting of the Board of Trustees was called to order at 6:30 PM by President Beth Hergesheimer.

4. Salute to Flag (Agenda Item 4)

Student Board Member Kelly Kean led the salute to the flag.

5. Report Out of Closed Session..... (Agenda Item 5)

The Board took action during closed session to approve a stipulated expulsion of student #1201019, as recommended. The Board also took action to amend employment contracts for the associate superintendents as follows: Terry King, Interim Superintendent – stipend of \$2000 per month from April 5, 2008 through June 30, 2008; Steve Ma, Associate Superintendent of Business – stipend of \$1000 per month from April 5, 2008 through June 30, 2008; Rick Schmitt, Associate Superintendent of Educational Services – stipend of \$1000 per month from April 5, 2008 through June 30, 2008.

6. Approval of Minutes (Agenda Item 6)

It was moved by Dee Rich, seconded by Ms. Friedman, that the Minutes of the meeting of March 6, 2008, be approved as written. ***Motion unanimously carried.***

NON-ACTION ITEMS (AGENDA ITEMS 7 - 10)

7. Recognition of Outgoing Superintendent / Board Member Reports (Agenda Item 7)

A. Recognition of Outgoing Superintendent

Dr. Karen LaBonte, on behalf of County Superintendent Dr. Randy Ward, presented Dr. Lynch with a Proclamation in her honor. Dr. LaBonte highlighted some of Dr. Lynch’s county-wide accomplishments, such as being the founding member of the San Diego County Achievement Gap Task Force, co-chairing the ACSA Region 18 Superintendents organization, being selected as one of four people representing the county, to speak at a recent high-profile press conference, and taking on a leadership role among leaders, both county and state-wide. Dr. LaBonte referred to her as a courageous spokesperson and summarized by thanking Dr. Lynch for her contribution to public education and for “literally raising the bar”.

Board President Beth Hergesheimer also thanked Dr. Lynch for her leadership and presented her with a bouquet of flowers and an inscribed crystal paperweight on behalf of the Board.

B. Board Reports / Updates

Prior to the Board Updates, President Hergesheimer introduced and welcomed incoming Superintendent Mr. Kenneth Noah and his wife, Kim Noah, both present at this meeting.

Ms. Dalessandro attended the Torrey Pines Foundation fundraising event, “Pump Up the Volume”; a Solana Beach City/School Liaison meeting; a scholarship awards committee meeting where she assisted with scoring student essays; Dr. Lynch’s retirement reception; and an Open House for incoming Superintendent Mr. Kenneth Noah.

Ms. Friedman attended the Board workshops regarding bond updates; the annual Torrey Pines Foundation event; and the receptions for Dr. Lynch and Mr. Noah.

Ms. Groth attended the Torrey Pines Foundation event; a San Diego County School Boards Association committee meeting; a workshop on fraud featuring presentations by Attorney Dan Shinoff and former FBI private investigator Mr. Bob Price; visited San Dieguito Academy’s Career Day where she spoke to a group of students about school

Board careers; and attended a public health meeting in San Marcos where the topic was student health awareness. Ms. Groth also reminded Board members of the upcoming "Honoring Our Own" Awards Dinner o April 30th, sponsored by ACSA and San Diego County School Boards Association where she serves as President.

Ms. Rich attended the local LAN meeting; the various Board workshops; the receptions for Dr. Lynch and Mr. Noah, and also welcomed Mr. Noah and his wife to the district.

Ms. Hergesheimer informed the Board about a letter that is pending distribution to the schools, regarding LAN and encouraging representation at future meetings; attended an International Baccalaureate meeting; the receptions for Dr. Lynch and Mr. Noah; and a track meet at La Costa Canyon High School.

- 8. Student Board Member Reports (Agenda Item 8)
All students present reported on current events and pending activities at their respective schools.

- 9. Superintendent's Reports, Briefings and Legislative Updates (Agenda Item 9)
Dr. Lynch reminded the Board of an upcoming Encinitas City Council meeting on March 26th, where area superintendents plan to approach council members about supporting the districts' state budget opposition; reviewed a list of calendar dates showing preliminary schedules for the Associate Superintendents for the next three months; and reviewed a flyer recently distributed by Friends of North County, a coalition of community members in La Costa Valley that have concerns about some district-owned property in the same community. Dr. Lynch read a prepared statement in response to this flyer, which will be posted on the district's website and distributed electronically through "Connect Ed", the District's outgoing notification system.
Dr. Lynch concluded by thanking the Board for their support throughout her tenure and said she knew they would be an outstanding Board for Ms. King and Mr. Noah.

- 10. Update, La Costa Canyon HighCraig Lewis, Principal
Mr. Lewis began his presentation by commending Sarah McNary, from La Costa Canyon, for being selected as the District's Teacher of the Year for 2008. He also welcomed Mr. Noah, reassuring him that this will be the best district he's ever served.
Mr. Lewis updated the Board on La Costa Canyon's current academic achievements and goals, and reported on the progress of student connection activities, character development, staff development, integrated technology, and communication efforts.
The Board thanked Mr. Lewis for his presentation.

CONSENT AGENDA ITEMS.....(AGENDA ITEMS 11 – 15)

It was moved by Ms. Friedman, seconded by Ms. Dalessandro, that all consent agenda items listed below be approved as written. ***Motion unanimously carried.***

11. SUPERINTENDENT

- A. ACCEPTANCE OF GIFTS AND DONATIONS, AS SHOWN IN THE ATTACHED SUPPLEMENT.
- B. APPROVAL OF FIELD TRIP REQUESTS, AS SHOWN IN THE ATTACHED SUPPLEMENT.

12. HUMAN RESOURCES

- A. APPROVAL OF PERSONNEL REPORTS
Approval of matters pertaining to employment of personnel, salaries, leaves of absence, resignations, changes in assignments, extra duty assignments, and consultant services:
Approval of Certificated and/or Classified Personnel Reports as shown in the attached supplement.

B. APPROVAL/RATIFICATION OF AGREEMENT

Approve/ratify entering into the following agreement and authorize Eric R. Dill or Stephen G. Ma to execute the agreement:

1. Axiom Advisors & Consultants, Inc. for Bargaining Hunter licensing and online subscriber services for salary research purposes, during the period March 21, 2008 through June 30, 2009, to be paid for by the San Diego County Office of Education.

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

No agreements submitted.

14. PUPIL SERVICES

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS

Approve entering into the following non-public school/non-public agency master contracts, to be funded by the General Fund/Restricted 06-00, and authorize Eric R. Dill or Stephen G. Ma to execute all pertinent documents pertaining to this contract, contingent upon receipt of the signed documents and verification of insurance coverage:

1. Progressus Therapy, during the period March 1, 2008 through June 30, 2008.

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Eric R. Dill, Stephen G. Ma, or Peggy Lynch to execute the agreements:

1. Dwayne Lizar to provide audiological and speech/language pathology services, during the period March 1, 2008 through June 30, 2008, at the rate of \$125.00 per hour, to be expended from the General Fund/Restricted 06-00.

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Eric R. Dill, Stephen G. Ma, or Peggy Lynch to execute the agreements:

1. Melchior Land Surveying, Inc. to provide land surveying services at Earl Warren Middle School, during the period March 3, 2008 through April 30, 2008, for an amount not to exceed \$4,200.00, to be expended from the General Fund 03-00.
2. Carmel Valley Recreation Center for lease of facilities for the San Dieguito Adult School Senior Fitness Classes, during the period April 16, 2008 through June 13, 2008, for an amount not to exceed \$765.00, to be expended from the Adult Education Fund 11-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

No amendment to agreements submitted.

C. AWARD OF CONTRACTS

Award the following contracts and authorize Eric R. Dill or Stephen G. Ma to execute all pertinent documents:

- 1. Blair Rasmussen Construction for the Earl Warren Middle School Overhang Demolition project B2008-14, for an amount of \$56,670.00, to be expended from the Capital Facilities Fund 25-19.

D. APPROVAL OF CHANGE ORDERS

No change orders submitted.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

No construction projects submitted.

F. APPROVAL OF DEFERRED MAINTENANCE FIVE-YEAR PLAN

Approve the attached 2008-09 Deferred Maintenance Five-Year Plan, as shown in the attached supplement.

G. APPROVAL OF BUSINESS REPORTS

- 1. PURCHASE ORDERS
- 2. INSTANT MONEY
- 3. MEMBERSHIP LISTING
- 4. REPLACEMENT WARRANT

DISCUSSION / ACTION ITEMS..... (AGENDA ITEMS 16 - 18)

- 16. APPROVAL OF PROPOSED BOARD POLICY REVISION, #4216.3-41.6, "CLASS DESCRIPTION FOR GROUNDS MAINTENANCE WORKER/APPLICATOR", AS SHOWN IN THE ATTACHED SUPPLEMENT.

It was moved by Ms. Groth, seconded by Ms. Dalessandro, to approve proposed Board Policy Revision #4216.3-41.6, Class Description, as presented. ***Motion unanimously carried.***

- 17. APPROVAL OF PROPOSED BOARD POLICY REVISIONS, #3250/AR.1, "TRANSPORTATION FEES/HOME TO SCHOOL", AND #3251/6153/AR-2, "TRANSPORTATION SERVICE FEES", AS SHOWN IN THE ATTACHED SUPPLEMENT.

It was moved by Ms. Friedman, seconded by Ms. Rich, to approve proposed Board Policy Revisions, #3250/AR.1 and #3251/6153/AR-2, as presented. ***Motion unanimously carried.***

- 18. PROPOSED BOARD POLICY REVISION, #6200.1/AR.1, "ALTERNATIVE CREDITS TOWARDS GRADUATION", AS SHOWN IN THE ATTACHED SUPPLEMENT.

It was moved by Ms. Dalessandro, seconded by Ilana Newman, to approve proposed Board Policy Revision, #6200.1/AR.1, as presented. ***Motion unanimously carried.***

INFORMATION ITEMS..... (AGENDA ITEMS 19 - 30)

- 19. BUSINESS SERVICES UPDATE..... STEVE MA, ASSOCIATE SUPERINTENDENT

Mr. Ma reported on a meeting with San Dieguito Academy parents regarding the condition of the track field and concerns about its safety, costs for synthetic tracks, and plans for repairs in the summer.

- 20. PROPOSED BOARD POLICY REVISIONS, #1330/AR-1, "COMMUNITY RELATIONS, PUBLIC USE OF DISTRICT FACILITIES" AND #1330/AR-2 & AR-3, "COMMUNITY RELATIONS, USE FEE SCHEDULE".

This item was presented for first reading and will be resubmitted for approval on April 17, 2008.

- 21. EDUCATIONAL SERVICES UPDATE.....RICK SCHMITT, ASSOCIATE SUPERINTENDENT

Mr. Schmitt informed the Board about some Info Nights at Earl Warren and Carmel Valley Middle Schools, for parents of incoming 7th grade students, and stated that Ms. Pedroza, Principal at Earl Warren, has held site tours for parents. He also spoke about some options being considered for flexible start and stop times at some of the sites.

Mr. Schmitt also presented a Strategic Plan Team meeting summary outlining activities, successes and next steps, and gave an update on a recent meeting two Board members, the superintendent, and two principals to review the International Baccalaureate application process.

- 22. HUMAN RESOURCES UPDATE.....TERRY KING, ASSOCIATE SUPERINTENDENT

Ms. King updated the Board on the status of employment lay off notices and elimination of positions for next year, and explained that because the district has slowly been cutting back throughout the past years, no permanent certificated staff would be eliminated. She also announced that Mary Anne Nuskin was selected as principal for Diegueño Middle School, replacing Marilyn Pugh upon her retirement.

- 23. NEW BOARD POLICY PROPOSAL, CLASS DESCRIPTION, #4216.3-09.3, "DIRECTOR OF STUDENT INFORMATION SERVICES", AS SHOWN IN THE ATTACHED SUPPLEMENT.

This item was presented for first reading and will be resubmitted for Board approval on April 17, 2008.

- 24. NEW BOARD POLICY PROPOSAL CLASS DESCRIPTION, #4216.3-03.3, "DIRECTOR OF PLANNING AND FINANCIAL MANAGEMENT", AS SHOWN IN THE ATTACHED SUPPLEMENT.

This item was being presented for first reading and will be resubmitted for Board approval on April 17, 2008.

- 25. LEGISLATIVE ACTION NETWORK PLATFORM, 2008, AS SHOWN IN THE ATTACHED SUPPLEMENT.

This item was being submitted for first reading and will be resubmitted for Board approval on April 17, 2008.

- 26. PUBLIC COMMENTS

There were no public comments presented at this meeting.

- 27. FUTURE AGENDA ITEMS(AGENDA ITEM 27)

There were no future agenda items discussed.

- 28. ADJOURNMENT TO CLOSED SESSION.....(AGENDA ITEM 28)

The Board adjourned to Closed Session.

- 29. REPORT OUT OF CLOSED SESSION.....(AGENDA ITEM 29)

There was nothing further to report out of Closed Session.

- 30. ADJOURNMENT OF MEETING.....(AGENDA ITEM 30)

There being no further business, the meeting was adjourned at 7:47 PM.

Linda Friedman, Clerk

_____/_____/_____
Date

Terry King, Interim Superintendent

_____/_____/_____
Date

San Dieguito

Union High School District

710 Encinitas Blvd.
Encinitas, CA 92024-3357
(760) 753-6491
www.sduhdsd.net

Board of Trustees:

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

Interim Superintendent:

Terry King

Canyon Crest Academy
Carmel Valley MS
Diegueno MS
Earl Warren MS
La Costa Canyon HS
North Coast Alternative HS
Oak Crest MS
San Dieguito Adult Education
San Dieguito HS Academy
Sunset HS
Torrey Pines HS

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES FACILITIES BOARD WORKSHOP

MINUTES

THURSDAY, APRIL 3, 2008

A Facilities Workshop of the Governing Board of the San Dieguito Union High School District took place on Thursday, April 3, 2008, at the District Office, 710 Encinitas Blvd, Encinitas, California.

Board Members in Attendance

All Board Members were present.

Administrators in Attendance

Peggy Lynch, Ed. D., Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
John Addleman, Financial Analyst, SDUHSD
Becky Banning, Recording Secretary

Guests in Attendance

Ralph Holmes
Masood Sohaili
Chris Lynch
Craig Underwood

1. CALL TO ORDER – President Hergesheimer called the meeting to order at 2:00 PM.

INFORMATION ITEMS

2. Bond Update – The Board met to receive further updates on the status of the bond restructuring options and to consider future steps.
3. The meeting was adjourned at 3:15 PM.

Linda Friedman, Board Clerk

Date

Terry King, Interim Superintendent

Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 31, 2008

BOARD MEETING DATE: April 17, 2008

**PREPARED AND
SUBMITTED BY:** Terry King, Interim Superintendent

SUBJECT: ACCEPTANCE OF GIFTS AND DONATIONS

.....

EXECUTIVE SUMMARY

The district administration is requesting acceptance of gifts and donations to the district as shown on the following report.

RECOMMENDATION:

The administration recommends that the Board accept the gifts and donations to the district as shown on the following report.

FUNDING SOURCE:

Not applicable

PL/bb

**DONATIONS REPORT
SDUHSD BOARD MEETING
April 17, 2008**

Donation	Purpose	Donor	Donated To: (Teacher, Dept, Site)	
		Name / Foundation	Department	School Site
\$1,981.14	Laptop for Counseling Department	EWMS PTSA	Counseling	EWMS
\$746.99	Glass Kiln for the Art Department	EWMS PTSA	Art Department	EWMS
\$148.96	School Supplies	Target/Take Charge of Education	All Departments	EWMS
\$45.19	School Supplies	Albertsons	All Departments	EWMS
\$420.81	School Supplies	Target/Take Charge of Education	All Departments	TPHS
\$7,650.00	Athletic Trainer Fee	LCC ASB	PE	LCC
\$1,000.00	Mike Marvil's class (Learning Center)	LCC Foundation	Special Education	LCC
\$3,000.00	Assist with the purchase of band instruments and curriculum	CVMS Music Boosters	Music Program	CVMS
\$1,595.00	Allows more students access to more curricular help via the Internet.	CVMS PTSA	Library/Media Center's Student	CVMS
\$1,100.00	Assist with supplies/repairs of equipment	CVMS PTSA	Math Department	CVMS
\$100.00	Assist with purchase of classroom curriculum and supplies for the TAP Program	CVMS PTSA	Special Education	CVMS
\$990.29 (two checks: \$862.93 & \$127.36)	School Supplies	Target/Take Charge of Education	All Departments	SDA
\$130.00	School Supplies	AT&T United Way Giving Campaign	All Departments	SDA
\$466.50	School Supplies	Target/Take Charge of Education	All Departments	CCA
\$8,000.00	Towards payment of Athletic Trainer	SDA Foundation Athletic Council	PE	SDA
\$1,715.40	SDA Theater Tech Donation (towards Scott Grabau's salary)	SDA Foundation	V&P Arts	SDA
\$108.00 (two checks for \$54.00 ea)	School Supplies	Edison Employee Contribution campaign	All Departments	SDA
\$121.06	School Supplies	WaMu	All Departments	CCA

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 31, 2008

BOARD MEETING DATE: April 17, 2008

**PREPARED AND
SUBMITTED BY:** Terry King, Interim Superintendent

SUBJECT: APPROVAL / RATIFICATION OF
FIELD TRIPS

.....

EXECUTIVE SUMMARY

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

RECOMMENDATION:

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

FUNDING SOURCE:

As listed on attached report.

TK/bb

**FIELD TRIP REPORT
SDUHSD BOARD MEETING
April 17, 2008**

Date(s) of Field Trip	Site	Sponsor, Last Name	First Name	Team / Club	Total # Students	Total # Chaperones	Purpose / Conference Name	City	State	Loss of Class Time	* \$ Cost
04/24/08-04/27/08	LCC	Sandknop	Marc	Tennis	1	1	Ojai CIF Tennis Tournament	Ojai	CA	2 days	N/A
09/19/08-09/21/08	LCC	McDougall	Pat	Varsity Volleyball	12	3	Girls varsity volleyball tournament	Las Vegas	NV	1 day	N/A
10/31/08 - 11/01/08	LCC	McDougall	Pat	Varsity Volleyball	12	2	Girls varsity volleyball tournament	Redondo Beach	CA	1 day	N/A
05/23/08-05/26/08	TPHS	Killmar	Nona	Varsity Academic Team	9	1	National Academic Quiz Tournament Championships	Chicago	IL	1 day	N/A
07/09/08-07/12/08	CCA	Williams	Erica	ASB	5	1	CADA Leadership Camp	Santa Barbara	CA	N/A	N/A
07/26/08-07/28/08	CCA	Williams	Erica	ASB	35	5	ASB Retreat	Palomar Mtn.	CA	N/A	N/A
11/22/08 - 11/30/08	LCC	Weigand	Marsi	Dance	20	5	Career education, technical skills, history & culture of dance	NY	NY	N/A	N/A

* Dollar amounts are listed only when 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: April 1, 2008

BOARD MEETING DATE: April 17, 2008

**PREPARED AND
SUBMITTED BY:** Terry King, Interim Superintendent

SUBJECT: APPROVAL OF CERTIFICATED and
CLASSIFIED PERSONNEL

EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

Certificated

Employment
Leave of Absence
Resignation

Classified

Employment
Change in Assignment
Resignation

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Employment

1. **Catherine V. Chiu**, 67% Temporary Teacher for the remainder of the 2007-08 school year, effective 4/14/08 through 6/12/08.

Leave of Absence

1. **Michelle Anderson**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
2. **Tamara Austin**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
3. **Tabitha Barry**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
4. **Janet Berend**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
5. **Jason Berend**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
6. **L. Marie Black**, Teacher, 60% Unpaid Leave of Absence (40% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
7. **Janice Blackwell**, Teacher, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program, for the 2008-09 school year, effective 8/19/08 through 6/12/09.
8. **Heather Bowman**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
9. **Bethany Britt**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
10. **Abigail Brown**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
11. **Dianne Brown**, Teacher, 80% Unpaid Leave of Absence (20% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
12. **Suzanne Brown**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
13. **Lisa Caston**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
14. **Ann Cerny**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
15. **Michelle Challis-Hall**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
16. **Lynn Chapman**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
17. **Yen-Yen Chiu**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
18. **Hilary Crain**, Teacher, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program, for the 2008-09 school year, effective 8/19/08 through 6/12/09.

19. **Rebecca Dahl**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
20. **Kari DiGiulio**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
21. **Elizabeth Dowe**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
22. **Robin Duncan**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
23. **Carol Esquenazi**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
24. **Michael Estrin**, Teacher, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program, for the 2008-09 school year, effective 8/19/08 through 6/12/09.
25. **Bryn Faris**, Teacher, 67% Unpaid Leave of Absence (33% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
26. **Lucia Franke**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
27. **Mary Fritsch**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
28. **Beverly Fruto**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
29. **Karen Geaslin**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
30. **Marilyn Giess**, Teacher, 20% Unpaid Leave of Absence (80% assignment) as part of the District-approved STRS Reduced Workload program, for the 2008-09 school year, effective 7/01/08 through 6/30/09.
31. **Anne-Marie Godfrey**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
32. **Lisa Goldberg**, Library-Media Specialist Teacher, 20% Unpaid Leave of Absence (80% assignment) as part of the District-approved STRS Reduced Workload program, for the 2008-09 school year, effective 8/19/08 through 6/12/09.
33. **Deirdre Gomez**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
34. **Melissa Griffen**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
35. **Angela Groseclose**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
36. **Lucinda Honselaar**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
37. **Carrie Hubbard**, School Psychologist, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
38. **Nancy Hurley**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
39. **Sandra Irwin**, Teacher, 40% Unpaid Leave of Absence (60% assignment) as part of the District-approved STRS Reduced Workload program, for the 2008-09 school year, effective 7/01/08 through 6/30/09.
40. **Jacquelyn Karney**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
41. **Anastasia Kokkinis**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.

42. **Joy Kuemmerle**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
43. **Carrie Land**, Teacher, 67% Unpaid Leave of Absence (33% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
44. **Jill Lax**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
45. **Carolyn Lee**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for Semester I of the 2008-09 school year, effective 8/19/08 through 1/23/09. She plans to resume 100% assignment Semester II, effective 1/26/09.
46. **Jill Lenc**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
47. **Maura Leonard**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
48. **Candace Leone**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
49. **Melinda Lewis**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
50. **Emily Longiaru**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
51. **Shanon Marek**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
52. **Tracy McCabe**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
53. **Anne Meigs**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
54. **Heather Michel**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
55. **Nan Mijares**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
56. **Sarah Morawa**, Teacher, 60% Unpaid Leave of Absence (40% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
57. **Sylwia Nelson**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
58. **Blaze Newman**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 4th quarter of the 2007-08 school year, effective 4/14/08 through 6/12/09.
59. **Blaze Newman**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
60. **Alison Oden**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
61. **Paige Pennock**, Teacher, 80% Unpaid Leave of Absence (20% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
62. **Donald Quinn**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
63. **MaryAnn Rall**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
64. **Catherine Ramos**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
65. **Enid Robert**, Teacher, 60% Unpaid Leave of Absence (40% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.

66. **Johanna Salem**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
67. **Sarah Schirripa**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 and 2009-10 school years, effective 8/19/08 through 6/30/10.
68. **Lisa Schneider**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
69. **Leanne Schwartz**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
70. **Jill Seidenverg**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
71. **Melissa Shayegan**, Teacher, 100% Unpaid Leave of Absence for the 2008-09 school year, effective 8/19/08 through 6/12/09.
72. **Randy Sims**, Teacher, 80% Unpaid Leave of Absence (20% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
73. **Diana Spragg**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
74. **Eileen Sullivan**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
75. **Jennifer Turfler**, Teacher, 20% Unpaid Leave of Absence (80% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
76. **Kyle White**, 80% Teacher, 80% Unpaid Leave of Absence (full assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
77. **Juliana Yaeger**, Teacher, 40% Unpaid Leave of Absence (60% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
78. **Ronette Youmans**, Teacher, 33% Unpaid Leave of Absence (67% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.
79. **Gail Zides**, Teacher, 60% Unpaid Leave of Absence (40% assignment) for the 2008-09 school year, effective 8/19/08 through 6/12/09.

Resignation

1. **Barbara Chernus-Monk**, Teacher currently on approved unpaid leave of absence for the 2007-08 school year, resignation from employment, effective 6/12/08.
2. **Paul Washburn**, Teacher, resignation from employment at the conclusion of the 2007-08 school year, effective 6/12/08.

dr

4/17/08

certbdagenda

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

Change in Assignment

1. **Webb, Robert**, from 100% Custodian to 100% Warehouse Delivery Worker, effective 3/19/08

Resignation

1. **Pavlovich, Margaret**, Instructional Assistant-Bilingual, resigning for the purpose of retirement effective 6/12/08

mh
4/20/08
classbdagenda

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Bruce Cochrane, Executive Director
Pupil Services

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: Approval/Ratification of Independent
Contractor Agreement

EXECUTIVE SUMMARY

The attached Independent Contractor Agreements Report summarizes one contract that provides services for the Special Education Program and Special Education Students for the 2007-2008 school year.

RECOMMENDATION

Approve/ratify entering into an Independent Contractor Agreement as shown on the attached report and authorize Eric Dill to execute all pertinent documents pertaining to this agreement, contingent upon receipt of the signed documents and verification of insurance coverage.

FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$2,000.00

PL/ddb
Attachment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENTS 2007-2008

Date: April 17, 2008

Contract Effective Dates	Independent Contractor	Description of Services	Number of Students (Estimate)	Fee
4-1-08 To 6-30-08	Institute for Child and Family Development	Assessment & Treatment for Reactive Attachment Disorder (RAD)	1	\$130.00/hour Estimate: \$2,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 10, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Superintendent/Business

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACTS/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes two contracts totaling \$306.00, 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.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORT

Date: 04-17-08

<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>
06/12/08	Balboa Ambulance Service, Inc.	Provide medical standby coverage during the Torrey Pines High School graduation ceremony	General Fund 03-00	\$100.00 per hour
04/18/08 – 05/23/08	Carlsbad Unified School District	Extracurricular transportation services to be provided by the Transportation Department	N/A	To be reimbursed at the rate of \$3.86 per mile plus driver's hourly rate
07/01/08 – 06/30/09	San Diego County Superintendent of Schools/County Office of Education	Provide credential services for Adult Education teachers	Adult Education Fund 11-00	\$306.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 10, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Superintendent/Business

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: APPROVAL OF AGREEMENTS

EXECUTIVE SUMMARY

During recent discussions, the Board of Trustees expressed its desire to provide more options to parents for payment of bus pass fees. Subsequently, the Transportation Department interviewed credit card processing companies with school district experience who could provide these services for both in-person and online transactions through the District's website. The selected company, Retriever Payment Systems/ACH Direct, will be able to provide merchant services which will allow parents to pay bus pass fees either in full or in installments through a secure website or in-person. Payments will be wired to a District account, less transaction fees. There will also be a modest charge for designing the secure webpage.

RECOMMENDATION:

Approve entering into agreements with Retriever Payment Systems, Inc. and ACH Direct, Inc. to provide credit card processing/merchant services and check clearing/merchant services, respectively, for the Transportation Department bus pass program, during the period April 18, 2008 until terminated in writing by either party, at the credit card discount rate of 1.99%, \$0.20 per transaction, and \$20.00 monthly fee, and the check clearing rate of \$0.05 per transaction and \$9.95 monthly fee, and authorize Eric R. Dill or Stephen G. Ma to sign all pertinent documents.

FUNDING SOURCE:

General Fund/Restricted 06-00



20405 SH 249
Suite 700
Houston, TX
800-376-3399

MERCHANT APPLICATION

Agenda Board Packet, 04-17-08
First National Bank
Omaha
Member Bank for Visa and MasterCard
402-633-2900
RPSI.0706.129.103.TAB

Merchant's Business Name (Legal): San Diegoito Union High School District						
Section 1 VISA/MASTERCARD SCHEDULE OF FEES DISCOUNT: <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly We reserve the right to move the merchant from monthly discount to daily discount.						
Card Acceptance Options: <input type="checkbox"/> Debit Card Only <input type="checkbox"/> Other Cards <input checked="" type="checkbox"/> All Cards						
BUSINESS TYPE <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Supermarket <input type="checkbox"/> Lodging <input type="checkbox"/> Car Rental <input type="checkbox"/> Mail/Telephone Order <input checked="" type="checkbox"/> Internet <input type="checkbox"/> Fuel <input type="checkbox"/> Other -						
SUB-BUSINESS TYPE <input type="checkbox"/> Purchase Card <input type="checkbox"/> ARU <input type="checkbox"/> Emerging Markets <input type="checkbox"/> Cash Advance <input type="checkbox"/> Card Present / Key Entered <input type="checkbox"/> Health Care						
		RETAIL *		MOTO **		Special Processing
	Discount Rate %	Transaction Fee €	Discount Rate %	Transaction Fee €		
Qualified ₁	1.77 %	+ \$0.20	1.99 %	+ \$0.20	<input type="checkbox"/> MOTO CR <input type="checkbox"/> MOTO DB <input type="checkbox"/> MOTO CR / DB <input type="checkbox"/> Small Ticket / QPS <input type="checkbox"/> Large Ticket <input type="checkbox"/> Debit Only <input type="checkbox"/> Utility <input type="checkbox"/> Utility / Conv. Fee <input type="checkbox"/> Other _____	
Mid-Qualified ₂	+ 1.29 %	+ \$0.	N/A	N/A		
Non-Qualified ₃	+ 1.03 %	+ \$0.	+ 1.29 %	+ \$0.		
<p>7. Applies to bankcard transactions where an authorization is obtained, the authorization amount exactly matches the transaction amount, additional data required by Visa and MasterCard is provided, and where (i) FOR RETAIL, card is swiped, the terminal transmits all of the magnetic stripe data, transaction date is within one (1) day of authorization date, and deposit (batch) date is within two (2) days of transaction date; or (ii) FOR MOTO, including voice authorized, key-entered consumer card sales, commercial cards and purchasing cards accepted by merchants, authorization date is within seven (7) days of transaction date and deposit (batch) date is within two (2) days of the transaction date. The discount rate is applied to gross sales dollar volume. Transaction fees are charged for all transactions (as defined in the Merchant Processing Agreement).</p> <p>2. RETAIL ONLY: (i) MasterCard corporate face-to-face transactions, and (ii) key-entered bankcard transactions where the authorization exactly matches the sale amount, transaction date is within one (1) day of authorization date and, for Visa only, AVS ZIP match is obtained. In both cases, additional data required by Visa and MasterCard must be provided, and deposit date must be within two (2) days of transaction date. THIS IS ADDED TO THE RETAIL QUALIFIED RATE FOR DISCOUNT RATE AND TRANSACTION FEE.</p> <p>3. All bankcard transactions which do not fall within one of the categories listed above, for which an authorization is obtained and deposit date is within seven (7) days of transaction date (for Visa) or 30 days of transaction date (for MasterCard). THIS IS ADDED TO THE MID-QUALIFIED RATE (FOR RETAIL) OR QUALIFIED RATE (FOR MOTO) FOR DISCOUNT RATE AND TRANSACTION FEE.</p> <p>* These Rewards Cards transactions will be categorized in Mid-Qualified category. ** These Rewards Cards transactions will have an incremental .11% (11 Basis Points) added to Qualified and/or Non-Qualified categories.</p>						
Section 2 DEBIT Available for face to face transactions. If the Discount Rate below is left blank, the discount rate for such qualified transactions set forth above will apply. ***This fee is in addition to the transaction fee set forth above, Schedule of Fees.						
Apply for service: <input type="checkbox"/> PIN-BASED <input type="checkbox"/> NON PIN-BASED		Debit PIN-Based: <input type="checkbox"/> Both		Debit NON PIN-Based: Monthly Fee: _____ %	\$ _____	Supplemental Fee***
<p>*** This fee is the same as the transaction fee for Visa/MasterCard or 30¢ if left blank and transaction fee is zero.</p> <p>** Fees are assessed for every occurrence of the event. Please refer to the Merchant Processing Agreement for more information on each charge.</p> <p>** Internet/Gateway Fees are charged in addition to other transaction fees listed.</p>						
Section 3 OCURRENCE FEES						
Monthly Fee		Authorization Fee*			Miscellaneous Fee	
Statement Fee	5.00 /month	Voice Authorization	\$ 0.75 /each	Retrieval / Chargeback*	\$ 15.00 /each	
Statement Fee Additional Location	/month	Batch ^{††}	/each	Return ACH*	\$ 25.00 /each	
<input type="checkbox"/> RPSI Service Package	\$ 5.95 /month	Amex Transaction ^{††}	/each	Early Termination	\$ 250.00 /each	
<input type="checkbox"/> RPSI Gold Service Package	\$ 11.95 /month \$ 68.80 /semi annual	Discover Transaction ^{††}	/each	<input type="checkbox"/> MyMerchantData.com	\$ 10.00 /per month /per location	
Internet Hosting	15.00 /month	Internet Transaction ^{††**}	0.05 /each	<input type="checkbox"/> Annual Fee	/charged in the month of	
Wireless Service	/month /per terminal	Wireless Transaction ^{††}	/each			
Minimum Bill	\$ 0.00 /month	<input type="checkbox"/> ARU Transaction	\$ 0.50 /each			
Section 4 CHECK / ACH SERVICES By signing Merchant Agreement, Merchant agrees to accept Retriever Check Services pursuant to, and to be bound by, the terms and conditions for Retriever Check products acceptance as stated in the Merchant Processing Agreement or as provided by Retriever Check services provider, GETI, or other service provider. Merchant must be approved by Retriever Check and its service provider, GETI, or by other service provider. **Check Recovery: An inactivity Fee of \$5.00 per month may be charged after 6 months of inactivity.						
Discount Rate:	Transaction Fee: .30	Statement Fee: 3.95	# of Checks Monthly: 15	Average Amount: 75.00	Monthly Minimum: \$25.00	Largest Check Amount: 400.00
<input type="checkbox"/> Check Conversion w/Guarantee <input type="checkbox"/> Check Conversion w/o Guarantee <input type="checkbox"/> ARC Lockbox <input type="checkbox"/> Retriever Check Recovery Service ++ <input type="checkbox"/> Quick Service Program <input type="checkbox"/> Paper Check Guarantee <input type="checkbox"/> Recurring ACH debit All non-collectible checks should be (select one): <input type="checkbox"/> Forwarded to Third party collection Agency; or <input type="checkbox"/> Returned to merchant						
See the Auxiliary Services on Page 2 for third party fees that may be assessed according to the third party terms and conditions.						
<p>Transaction Fees stated in Section 3 are in addition to American Express and Discover discount fees as stated in their Terms and Conditions. DEPENDING ON HOW YOU DO BUSINESS, ADDITIONAL FEES MAY BE ASSESSED. THE MERCHANT PROCESSING AGREEMENT CONTAINS A DESCRIPTION OF ALL SUCH FEES. I acknowledge that I need an Imprinter to get imprints of cards that will not swipe. Auxiliary products listed may not be available depending on the terminal chosen by Merchant. By its execution hereof, each party below agrees to the terms and conditions set forth in this Merchant Application and the Merchant Processing Agreement (collectively, the "Merchant Agreement"). Merchant hereby acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges and agrees that RPS and Member Bank is in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider. Merchant certifies that all information provided herein is true, correct and complete. Merchant hereby authorizes RPS and Member Bank or its agents to pull credit bureau and criminal background checks on the Merchant and its principals and to update such information periodically throughout the term of service of the Merchant Agreement. The Merchant Agreement represents the entire agreement between the parties regarding the subject matter hereof. Merchant represents that it has not relied on any representations, warranties, or covenants of the Independent Sales Representative, and Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party.</p>						
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED BY RPS. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.						
MERCHANT		RPSI, INC. d/b/a RETRIEVER PAYMENT SYSTEMS			MEMBER BANK	
Signature	Signature may be evidenced by facsimile	Signature	Signature may be evidenced by facsimile	Signature	Signature may be evidenced by facsimile	
X						
Name (please print)		Name (please print)		Name (please print)		
Date		Date		Date		
<p>PERSONAL GUARANTEE: In consideration of the undertakings of RPS contained in the Merchant Agreement, the undersigned, ("Guarantor"), being interested in the business and success of Merchant and to induce RPS to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to RPS, together with all costs, expenses and attorney's fees incurred by RPS in connection with any actions, inactions, or defaults of Merchant. The liability of Guarantor shall not be affected by any settlement, modification, release, waiver, discharge or variation of terms of any obligation of Merchant, of Guarantor, or any other person or by any failure of RPS to exercise or enforce any of its rights against Merchant. Guarantor hereby waives notice of acceptance of guarantee, notice of demand, prosecution of collection, all exemption and homestead laws and all setoffs and counterclaims. This guarantee shall be governed by and construed in accordance with the laws of the State of Texas. Guarantor agrees, in the event of any dispute regarding this guarantee, the courts of the State of Texas shall have and be vested with personal jurisdiction over Guarantor. Any lawsuit or other action arising directly or indirectly out of this guarantee shall be litigated exclusively in a State or Federal court located in Harris County, Texas. The Guarantor waives any right to require RPS to proceed against other persons or Merchant or to require Merchant to comply with Merchant Agreement. This is a guarantee of payment and not of collection. This is a continuing guarantee and shall remain in effect until one hundred-eighty (180) days after receipt by RPS of written notice by Guarantor terminating or modifying the same. The termination of the Merchant Agreement or this guarantee shall not release Guarantor from liability with respect to any obligations incurred prior to the effective date of termination. No termination of this guarantee shall be effected by the dissolution of Merchant, by any change in legal status of Merchant or any change in the relationship between Merchant and Guarantor. This guarantee shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor and RPS.</p>						
Authorized Signature of Guarantor: (Do Not Include Title) Signature may be evidenced by facsimile		Social Security #:	Name of Guarantor: (Do Not Include Title)		Date of Signature:	
X						
IMPORTANT DISCLOSURE Merchant further acknowledges receipt of Retriever Documentation which includes Merchant Processing Agreement. VERSION GEN.0706						
MEMBER BANK: First National Bank of Omaha One First National Center 16th and Dodge Street Omaha, NE 68102 ph:402-633-2900		IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.				
IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations.		The responsibilities listed above do not supercede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.				
Merchant Authorized Signature: Signature may be evidenced by facsimile				Merchant Legal Name (please print)		
X						
Address:		City:	State:	Zip:		
RPSI, Inc. d/b/a Retriever Payment Systems is a registered ISO/MSP of First National Bank of Omaha. Omaha, NE					Page 1 of 3	

Group #: S2085 Associate: Chain: MID#: MCC Code: 8299 Quote#: School Bank # or Merchant Association #: B1064AA

Section 5 BUSINESS INFORMATION

Business Legal Name: San Dieguito Union High School District # of Locations:

Business Name (DBA): (If "same" or an equivalent entry is indicated in this blank, then such entry shall be deemed to be the same as "Business Legal Name".)

Business Website: sduhsd.net Business E-Mail Address:

Business Location Address: 1142 Bonita Drive Contact Name: Dan Love

City: Encinitas State: CA Zip: 92024 Phone #: 760-753-8298 Fax #: 760-633-1645

(If different from location address.)

Business Billing Address: 710 Encinitas Blvd.

City: Encinitas State: CA Zip: 92024 Phone #: 760-753-6491 Fax #: 760-943-3521

Section 6 OWNERSHIP INFORMATION

Ownership: Sole Prop. Corp. LLC Non-Profit Partnership Municipality Title: Tax ID#: 95-6002787 D & B#:

Owner/Officer/Principal Name: DOB: Phone #: SSN #:

Home Address : City: State: Zip:

Section 7 SITE INSPECTION INFORMATION By the signature below, signatory verifies that (i) he/she has physically inspected the Business Premises or a site inspection will be supplied by the third party site inspection vendor; and that (ii) the information stated in this Merchant Agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT.

Location Type: Retail Store Front Office Building Industrial Building Residence Trade Show

Does business appear as represented? Yes No Is business open and operating? Yes No

Third party site inspection? No Yes By:

Sales Group / Representative ID Number: S2085

Sales Organization: Firstline Application Date: Sales Rep Signature:

Inventory/Shipments:
 Is inventory sufficient for business type? Yes No
 Are goods and services delivered at the time of sale? Yes No
 Goods and services charged to credit cards on Order Shipment
 If goods are shipped, is a Fulfillment House used? Yes** No
 ** If YES, complete Fulfillment House form, Section 14.

Section 8 BUSINESS PROFILE AND ASSUMPTIONS

Type of Goods/ Service Sold: SCHOOL Open Date:

Describe your return policy: Date of Current ownership:

Annual Volume:	Face to Face:	%	Card Swipe:	%	B to B:	%
	MOTO:	%		%		%
Average Ticket:	Internet:	%	Card Imprint:	%	B to C:	%
	Int'l Sales:	%		%		%
Highest Ticket:	Total:	100 %	Total:	100 %	Total:	100 %

Seasonal Sales: Yes No High Volume Months: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Add'l. Location 1st LOC MID#
 Ownership or legal Entity Change CLOSE EXISTING MID#
 Visa/MasterCard currently accepted
 Never Accepted Bank Cards
 Processor Change How many processing statements are you including? _____

Section 9 FUNDS TRANSFER INFORMATION Please supply voided check or preprinted bank letter

Standard ACH Other - Premium In accordance with the terms set out in the Merchant Processing Agreement, transfer funds to/from the account as delineated. If nothing is checked, MERCHANT will receive Standard ACH.

Routing #: ACH can be performed by the following entities: Member Bank, Retriever or any authorized agent of Retriever or any Third Party Service Provider with whom you have contracted.

Account #: The ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals.

Section 10 AUXILIARY SERVICES The Auxiliary Services will be provided to Merchant and funded by independent third party service providers not by RPS or Member. RPS makes no warranty with respect to these services.

**American Express: New Existing Acct #: Discount Rate: %

**American Express: Franchise Name: Franchise CAP #: Discount Rate: %

† Discover New Existing Acct #: Membership Fee: \$.10 Trans Fee

JCB Acct #: Voyager: New EBT FCS Acct #: An EBT service rider is required upon application submission.

**By signing the Merchant Agreement, I represent that the information I have provided on the application is complete and accurate. I understand that the terms and conditions for American Express Card acceptance ("terms and conditions") will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept the American Express Card by American Express Travel Related Services Company, Inc. By accepting the American Express Card for the purchase of goods and/or services, I agree to be bound by the terms and conditions. A \$5 monthly flat fee is mandatory for MOTO/Internet/Home based businesses.

† Discover Card : I understand the terms and conditions for Discover Card acceptance ("terms and conditions") will be sent to the business entity indicated above.

PATRIOT ACT REQUIREMENTS

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Please read your Merchant Processing Agreement carefully, the provisions of which govern your relationship with Retriever. For conversion merchants only: This is a copy of the information on which your merchant processing conversion is based. A copy of the Merchant Processing Agreement (the "Agreement") under which this relationship will be conducted is also attached. Please be aware that the downloading of your terminal or sending a transaction by you to Retriever and FNBO for processing constitutes agreement that you ("Merchant") agree to be bound and are therefore bound, to the terms on the enclosed Merchant Processing Agreement.

Group #: S2085 Associate: Chain: MID#: MCC Code: 8299 Quote#: School Bank # or Merchant Association #: B1064AA

Merchant's Business Name (Legal):

Section 11 EQUIPMENT SETUP Network : Global East Global Central Paymentech Vital Bypass Email Setup Docs to:

Equipment Type	Application	QTY	Order From
Terminal: AuthorizeNet			<input type="checkbox"/> RPS <input type="checkbox"/> ISO
Third Party Software*:	VER.		<input type="checkbox"/> RPS <input type="checkbox"/> ISO
Printer:			<input type="checkbox"/> RPS <input type="checkbox"/> ISO
PIN Pad:	Exchange <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> RPS <input type="checkbox"/> ISO
Check Reader:			<input type="checkbox"/> RPS <input type="checkbox"/> ISO

Imprinter: Yes No *Third party vendor w/access to cardholder and transactional data: Yes No -- If YES, complete Third Party Vendor form, Section 13.

Tips <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Server#'s <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Tables #'s <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bar Tab <input type="checkbox"/> Yes <input type="checkbox"/> No Split Dial <input type="checkbox"/> Yes <input type="checkbox"/> No Purchase Card/Level2 <input type="checkbox"/> Yes <input type="checkbox"/> No Invoice # Prmpt <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Auto-Close Time <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Multi Merchant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Store N Forward <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Pre-dialing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Dial Type <input checked="" type="checkbox"/> Tone <input type="checkbox"/> Pulse PBX Code <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 8 <input type="checkbox"/> 9	AVS (Street # & Zip) <input type="checkbox"/> Yes <input type="checkbox"/> No AVS (Zip Only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Last-4 digits <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CVV2 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Debit <input type="checkbox"/> Yes <input type="checkbox"/> No Cash Back Max Amt \$ _____	Passwords: All <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Void <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Return <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Settlement <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other _____
Wireless ESN#:		
Wireless MAN#:		

Comments:

Section 12 SHIPPING INSTRUCTIONS Required ONLY if ordered through RPSI

Ship To: Merchant Location ISO Location Other 1-3 Day Over Night Priority Ground Saturday

Attn:

Address:

Address:

City:

State: Zip: Phone #:

Special Instructions:

Payment From Merchant Will Be:
 Lease Check
 Cash Money Order / Cashier Check
 Visa MC Disc Amex
 Credit Card #: _____ Exp Date: _____

Section 13 THIRD PARTY VENDOR DATA This section is for reporting third-party vendors that have access to merchant's data.

Software vendor #1:

DBA Name:

Address:

City: State: Zip:

Phone Number: Fax Number:

Email address:

Contact Name:

Merchant data to which this vendor has access:

Section 14 FULFILLMENT HOUSE DATA This section is for reporting fulfillment house(s) used by the merchant during the regular course of business.

Fulfillment House #1:

% of total shipments by this vendor:

Address:

City: State: Zip:

Phone Number: Fax Number:

Email address:

Contact Name:

Comments:

RPSI.0706.129.103.TAB



Merchant Services Application and Agreement

MERCHANT INFORMATION

DBA NAME/OUTLET NAME: San Dieguito Union High School District		LEGAL NAME (IF DIFFERENT THAN DBA):	
PHYSICAL STREET ADDRESS (NO P.O. BOX): 710 Encinitas Blvd.		LEGAL ADDRESS:	
CITY, STATE, ZIP: Encinitas, CA 92024		CITY, STATE, ZIP:	
DBA PHONE: 760-753-6491	FAX: 760-943-3521	CORP. PHONE:	FAX:
CONTACT NAME AT THIS ADDRESS: E-MAIL:		CONTACT NAME AT THIS ADDRESS: E-MAIL:	
CUSTOMER SERVICE PHONE # (REQUIRED FOR ALL MERCHANTS): 760-753-8298		WEB SITE ADDRESS (REQUIRED FOR INTERNET MERCHANTS): sduhsd.net	

BUSINESS PROFILE (PLEASE INCLUDE BUSINESS FORMATION DOCUMENTS WITH APPLICATION)

TYPE OF OWNERSHIP:			
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP GENERAL/LIMITED	<input type="checkbox"/> LIMITED LIABILITY CORP.	<input type="checkbox"/> TAX EXEMPT/NON-PROFIT
<input type="checkbox"/> CLOSELY HELD CORP.	<input type="checkbox"/> PUBLICLY HELD CORP.	<input checked="" type="checkbox"/> GOVERNMENT (FED/STATE/LOCAL)	<input type="checkbox"/> OTHER:
YEARS IN BUSINESS: 73	# OF LOCATIONS:	LENGTH OF CURRENT OWNERSHIP: 73	FEDERAL TAX ID/SSN: 95-6002787
LOCATION OF BUSINESS: <input checked="" type="checkbox"/> OFFICE SUITE <input type="checkbox"/> RETAIL STOREFRONT <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> OTHER (SPECIFY):			
TYPE OF GOODS/SERVICE(S) YOU SELL: education/transportation		INTENDED USE OF ACH DIRECT'S SERVICE(S): bus passes	
HAS BUSINESS OR ANY PRINCIPAL BEEN TERMINATED AS A VISA/MC MERCHANT (TMF)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HAS MERCHANT OR ANY PRINCIPAL DISCLOSED HEREIN FILED BANKRUPTCY OR BEEN SUBJECT TO INVOLUNTARY BANKRUPTCY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, EXPLAIN:			

BUSINESS BANK INFORMATION (ATTACH VOIDED CHECK AND TWO MONTHS STATEMENTS TO THIS APPLICATION -- NO DEPOSIT SLIPS)

SETTLEMENT BANK ACCOUNT INFORMATION	
TRANSIT ROUTING/ABA NUMBER (NINE DIGITS):	DDA/CHECKING ACCOUNT #:
ALTERNATE BANK ACCOUNT FOR BILLING (IF DIFFERENT THAN SETTLEMENT ACCOUNT)	
TRANSIT ROUTING/ABA NUMBER (NINE DIGITS):	DDA/CHECKING ACCOUNT #:

OWNER/OFFICER INFORMATION (MUST BE GREATER THAN 50.1% OWNERSHIP - USE ADDITIONAL OWNER/OFFICER FORMS IF NECESSARY)

PRIMARY OWNER/OFFICER NAME:		% OWNERSHIP:		OWNER/OFFICER NAME:		% OWNERSHIP:	
SOCIAL SECURITY #:		TELEPHONE #:		SOCIAL SECURITY #:		TELEPHONE #:	
ADDRESS:		CITY:		ADDRESS:		CITY:	
STATE:	ZIP:	YEARS THERE:	OWN/RENT:	STATE:	ZIP:	YEARS THERE:	OWN/RENT:
DRIVER'S LICENSE #:		DATE OF BIRTH:		DRIVER'S LICENSE #:		DATE OF BIRTH:	
E-MAIL ADDRESS:				E-MAIL ADDRESS:			

PLEASE REMIT APPLICATION TO: (OVERNIGHT DELIVERY RECOMMENDED)

BE SURE TO INCLUDE THE FOLLOWING MATERIALS:

- VOIDED CHECK FROM THE ACCOUNT TO BE USED FOR THE SETTLEMENT OF FUNDS (SETTLEMENT ACCOUNT)
- COPY OF TWO (2) MONTHS BANK STATEMENTS FROM THE SAME ACCOUNT AS THE VOIDED CHECK
- BUSINESS FORMULATION DOCUMENTS (DBA, ARTICLES OF INCORPORATION, ETC)

FOR OFFICE USE ONLY

ISO ID: _____ SIC: _____ SALES REP: _____



Merchant Services Application and Agreement

ECHECK/ACH PROCESSING (COMPLETE IF APPLICABLE)

ACH PROCESSING FEES

MONTHLY STATEMENT: \$ 9.95 PER ITEM: \$ 0.25 RETURNED FEE: \$ 1.00 DISCOUNT FEE: 0.00 %

ESTIMATED MONTHLY VOLUME

	FOR DEBIT TRANSACTIONS (SALES)		FOR CREDIT TRANSACTIONS (REFUNDS/COMMISSIONS/DIRECT DEPOSIT)
MONTHLY VOLUME:	\$ _____		MONTHLY VOLUME: \$ _____
AVERAGE TICKET:	\$ _____		AVERAGE TICKET: \$ _____
MAXIMUM TICKET:	\$ _____		MAXIMUM TICKET: \$ _____

TRANSACTION TYPES

_____ % FACE-TO-FACE (PPD/CCD/BOG/POP)	_____ % SINGLE
_____ % INTERNET ORDER (WEB)	_____ % RECURRING
_____ % MAIL ORDER (ARC)	100 % TOTAL
_____ % TELEPHONE ORDER (TEL)	
_____ % FAX (PPD/CCD)	
100 % TOTAL	

NSF FEE REBATE PROGRAM

DO NOT COLLECT NSF FEES COLLECT \$ 25.00 PER NSF ITEM 30 % REBATE

VERIFICATION/AUTHENTICATION SERVICES (CHECK ALL THAT APPLY)

ATM VERIFY \$ 0.25 /ITEM NCN VERIFY \$ 0.15 /ITEM ID VERIFY \$ 0.39 /ITEM

CREDIT CARD PROCESSING (CHECK ALL THAT APPLY)

MASTERCARD/VISA: NEW ACCOUNT REQUESTED EXISTING IF EXISTING, PROVIDER: TSYS NOVA FIRST DATA GLOBAL

IF NOVA, FIRST DATA OR GLOBAL: BIN#: _____ TERMINAL ID (TID) #: _____ MID #: _____

IF TSYS: BIN#: _____ TERMINAL ID (TID) #: _____ AGENT #: _____ CHAIN #: _____ STORE #: _____ TERMINAL #: _____

DISCOVER: NEW ACCOUNT REQUESTED EXISTING - MID# _____

AMERICAN EXPRESS: NEW ACCOUNT REQUESTED EXISTING - MID # _____

PRODUCTS UTILIZED (CHECK ALL THAT APPLY)

VIRTUAL TERMINAL TRANSPORTER WEBPAY SOFT TERMINAL
 DIRECT INTERFACE/API DIRECT BILLING OTHER - SPECIFY _____

OTHER FEES (COMPLETE IF APPLICABLE)

GATEWAY MONTHLY: \$ 9.95 GATEWAY PER TRANSACTION: \$ 0.05 ONE-TIME SETUP FEE: \$ 99.00
CHARGEBACK FEE: \$ 15 MONTHLY MINIMUM: \$ 0.00

PERSONAL GUARANTY

I/We hereby guarantee to ACH Direct, its successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Merchant Services Application and Agreement (the "Agreement"), including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Agreement, whether arising before or after termination of the Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Agreement, unless specifically discharged or amended. I/We understand that my/our obligations are independent of Merchant's obligations. I/We understand that I/we have no right to enforce a remedy which ACHD now has or may later have against Merchant nor to participate in security now or later held by ACHD. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Agreement by Merchant, and all other notices or demands regarding the Agreement. I/We agree to promptly provide to ACH Direct any information reasonably requested by ACH Direct from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We have read, understand, and agree to be bound by the Terms & Conditions provided to Merchant and those terms and conditions contained in the Merchant Application and Agreement.

SIGNATURE OF GUARANTOR _____, an individual NAME PRINTED _____ DATE _____

SIGNATURE OF WITNESS _____, an individual NAME PRINTED _____ DATE _____

MERCHANT AUTHORIZATION AND ACCEPTANCE OF TERMS AND CONDITIONS

This Merchant Services Application and Agreement ("MSAA"), along with the Terms and Conditions attached hereto, serves as the Merchant Agreement by and between ACH Direct, Inc. ("ACHD") and the Merchant named above ("Merchant" "you"). A copy of the Terms and Conditions, version number v07.07, has been provided to you. As a duly authorized signatory of Merchant, the undersigned certifies the following: 1) You have received a copy of the Terms & Conditions and that Merchant agrees to be bound by all terms and conditions contained therein and as may be modified or amended in compliance with those terms; 2) You understand that IF MERCHANT SUBMITS A TRANSACTION TO ACHD HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE MERCHANT SERVICES TERMS & CONDITIONS; 3) All information provided in this MSAA and supporting documents is true and accurate; 4) Merchant authorizes ACHD to debit and/or credit the account(s) listed above, or other accounts maintained by Merchant, for any amounts owed in accordance with the MSAA and the Terms and Conditions; 5) Merchant authorizes ACHD to order a credit report on Merchant and/or any affiliate that is listed on the MSAA or any supporting document; 6) Merchant will use the Verification and/or Authentication Services provided by ACHD for a purpose that is permissible under section 604(a) of the Fair Credit Reporting Act and that Merchant will follow proper procedures for adverse action notification to its customers, as provided in Appendix B to the Terms and Conditions.

SIGNATURE:	DATE:	SIGNATURE:	DATE:
PRINTED NAME:	TITLE:	PRINTED NAME:	TITLE:

MERCHANT SERVICES TERMS AND CONDITIONS

1. DEFINITIONS.

Unless otherwise defined herein or in Appendix A attached hereto, all capitalized terms used in these Terms and Conditions have the meaning assigned to those terms in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES, USE, LICENSE.

ACH Direct, Inc. ("ACHD") and its affiliates provide verification, customer identification, credit card processing and Automated Clearing House ("ACH") services (the "Services") to ACHD's customers ("Merchant(s)") engaged in the business of selling goods or services. ACHD will provide the Services selected by Merchant on the Merchant Services Application and Agreement ("MSAA"). Subject to these Terms and Conditions, ACHD hereby grants to Merchant a non-exclusive and non-transferable license to access and use ACHD's products and services contracted for under the MSAA and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by ACHD. Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise notified by ACHD. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of ACHD's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in these Terms and Conditions or the MSAA shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to ACHD's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of ACHD, whether or not specifically recognized or perfected under applicable law. ACHD shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing ACHD products or services and/or any new programs, upgrades, modifications or enhancements developed by ACHD in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in ACHD by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to ACHD all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements. All reference to any of ACHD's service marks, trademarks, patents or copyrights, or those of ACHD's partners or

vendors, shall be made in compliance with the requirements of Appendix C.

4. ACH PROCESSING SERVICES.

a. Description of Services - ACHD shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network. For Debit Entries, ACHD shall first send a debit transaction through its ODFI to the ACH Network which is then forwarded to the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with ACHD's ODFI. After any applicable hold time, ACHD will submit to the end-of-day settlement process any items that have not been returned or rejected. For Credit Entries, ACHD will submit all Credit Entries to the end-of-day settlement process. ACHD shall then schedule these items to be sent through its ODFI to the ACH Network which is then forwarded to the Receiver's account after the expiration of any applicable hold time.

b. Accepting ACH Transactions - ACHD shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's processing. ACHD is responsible only for processing Transactions that are received by ACHD in the proper format, pre-approved by ACHD and on a timely basis.

c. Modifying ACH Transactions - At Merchant's request, ACHD will make reasonable efforts to reverse, modify, or delete an entry after it has been submitted by Merchant prior to being submitted to the ACH Network. All requests must be made in writing, signed by an individual pre-authorized by Merchant to make such requests and faxed or delivered to ACHD. Merchant agrees that ACHD will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of ACHD's failure to accomplish the requested modification or deletion before the Transaction has been submitted to the ACH Network. Further, Merchant acknowledges that once a Transaction is submitted to the ACH Network, it cannot be modified or deleted.

d. Rejecting or Returning ACH Transactions - ACHD may delay or reject any Transaction without prior notification to Merchant for any reason permitted or required under the Rules or Regulations or if, ACHD has reason to believe such Transaction is fraudulent or improperly authorized. ACHD shall have no liability to Merchant by reason of the rejection of any such Entry. ACHD shall make available to Merchant details related to the receipt of any returned or rejected Entries from the ACH Network and shall credit or charge such Entries to the end-of-day settlement process. Unless Merchant receives notification that an entry has been returned or rejected, Merchant should consider the item as paid. ACHD may, but shall have no obligation to retransmit a returned or rejected Transaction.

e. Processing Limits - ACHD may impose a cap on the dollar amount of Transactions it will process for Merchant. These limits may be changed by ACHD from time to time, upon notice to Merchant. If Merchant exceeds the established limits, ACHD may temporarily

suspend Transaction processing or temporarily hold the funds that are in excess of the established limits.

f. Holding of Funds - The standard hold time of Merchant's funds for Debit and Credit Entries is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by ACHD and supporting documents. ACHD may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request. Should ACHD observe any irregular Transaction or fraudulent activity by Merchant, or as required by law, ACHD reserves the right to place a longer hold time without prior written notice to Merchant.

g. Security Deposit - Should ACHD determine that a security deposit or "Reserve" is required, such deposit shall be established through an addendum to the MSAA, signed by both parties and may be revised based on periodic review of Merchant's transaction volumes, amounts and return ratios. This Reserve shall be used by ACHD to offset any returned items or charge-backs that ACHD is unable to collect from Merchant's Settlement account or other means as prescribed herein. Merchant hereby grants a security interest in any such Reserve funds held by ACHD to secure Merchant's existing and future obligations to ACHD under these Terms and Conditions and the MSAA. The Reserve funds shall be held by ACHD for ninety (90) calendar days beyond the date of the last item processed by ACHD on Merchant's behalf. In the event ACHD has reason to believe that Merchant has acted in a fraudulent manner or has not obtained proper authorization, ACHD may extend the hold on Merchant's Reserve funds up to the maximum time allowed by law.

h. Settlement and Finality - At the close of each Business Banking Day, ACHD will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, ACHD will initiate a Settlement Entry to Merchant's Settlement Account. Positive totals will result in a Credit Entry to Merchant's Settlement Account; negative totals will result in a Debit Entry to Merchant's Settlement Account. In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at ACHD's discretion.

i. Receiver Authorization. Merchant shall obtain authorization from Receiver prior to requesting a debit and/or credit to Receiver's account. Merchant shall retain proof of Receiver's authorization for a period of two (2) years after receipt of the authorization, or for the appropriate period designated by any applicable Rules or Regulations and shall provide such proof of authorization to ACHD or its ODFI upon request. If Merchant fails to provide such proof within five (5) Business Banking Days, ACHD may impose a fine of up to \$100 per occurrence. Merchant shall cease initiating Transactions to a Receiver immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver only upon receiving new authorization from Receiver.

j. ACH Chargebacks. Merchant will be charged a chargeback fee on a per occurrence basis, for every ACH Chargeback (defined in Appendix A) posted to Merchant's account. Additionally, ACHD will regularly monitor Merchant's chargebacks. Using limits established by NACHA as a standard for review, ACHD reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed

allowable limits in any given calendar month. ACHD will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services. In compliance with the Rules, Merchant authorizes ACHD to provide to ODFI and NACHA Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits in any given calendar month.

k. Ceasing Activities. Merchant shall cease initiating Transactions immediately upon receipt of any actual or constructive notice of Receiver's termination or revocation of authority. Additionally, Merchant shall not re-submit any Transaction unless it is returned for insufficient funds (R01) or uncollected funds (R09) or unless a new authorization is obtained from Receiver.

5. ACCOUNT VERIFICATION SERVICES.

If utilizing ACHD's verification and authentication services ("Verification Services"), Merchant will submit a verification transaction inquiry to ACHD. ACHD will then process the transaction and provide Merchant the results of the verification inquiry.

a. Types of Verification Services. Depending on the services Merchant has registered for, as well as the level of participation by the account holder's financial institution, the transaction may be processed through one or more of the following types of verification:

1) *ATMVerify*[®] Level I - Verify whether or not the account number inquired upon is in good standing as of the time of the inquiry, and whether or not sufficient funds exist within the specified account to cover the amount specified as part of the verification transaction.

2) *ATMVerify*[®] Level II - Verify the current status of the banking account as of the last reported Business Banking Day, as reported by the participating financial institution.

3) *NCNVerify*[™] - Verify whether or not the account number inquired upon is currently listed in one or more national databases of bad check writers.

b. DISCLAIMER. None of ACHD's Verification Services can verify that the name provided by Merchant as the account holder matches the actual owner of the account number submitted by Merchant.

c. PERMISSIBLE USES. IN ADDITION TO COMPLIANCE WITH FAIR CREDIT REPORTING ACT REQUIREMENTS AS REFERRED TO IN APPENDIX B ATTACHED HERETO, MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES.

d. No Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification inquiries received from ACHD except as required by applicable law or to perform its obligations under this Agreement.

e. Representation by Merchant. Each request for data through the Verification Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSAA and that use is in compliance with the permissible uses under the FCRA and U.S. Code sections listed in these Terms and Conditions and attached Appendices; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in Appendix B to the Terms and Conditions attached hereto; and (iv) Merchant acknowledges it has

implemented security measures to prohibit the unauthorized access to the information provided.

f. **Audit.** Merchant agrees to cooperate fully with ACHD in conducting a review of Merchant's use of the Verification Services to verify that Merchant is using the services in compliance with this Agreement.

g. **Immediate Termination.** ACHD reserves the right to immediately terminate Merchant's access to the Verification Services should ACHD have reason to believe that Merchant is using the Verification Services for a purpose other than a permissible use.

6. CUSTOMER IDENTIFICATION SERVICES.

If utilizing ACHD's ID Verify Services, Merchant will submit a request to ACHD for verification of consumer information. ACHD will use its best efforts to verify the information provided by comparing that information against various national databases of consumer information records. ACHD will then provide the results of its investigation to Merchant.

a. **Permissible Uses.** Merchant agrees it will ONLY use this service to effectuate one or more of the following, in accordance with the Gramm-Leach-Bliley Act and 16 CFR Part 313.14, 15:

- 1) To protect against or prevent actual or potential fraud; unauthorized transactions, claims, or other liability.
- 2) For required institutional risk control or for resolving consumer disputes or inquiries.
- 3) To persons holding a legal or beneficial interest relating to the consumer.
- 4) To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- 5) To comply with Federal, State or local laws, rules and other applicable legal requirements.
- 6) As necessary to effect, administer, or enforce a transaction that a consumer requests or authorizes.

b. **Prohibited Business Activities.** Merchant confirms that it is NOT involved in any of the following business activities:

- 1) Investigative companies including private investigators and detective agencies except those licensed for - and exclusively practicing, investigative work for employment purposes.
- 2) Bail bond companies.
- 3) Any company or individual listed in the EVS/ACHD Customer Alert Notifications.
- 4) Dating Services.
- 5) Internet people locator services to locate lost loves, friends, family members, or for personal reasons, such as dating.
- 6) Adoption search firms.
- 7) Diet centers.
- 8) Credit clinics; credit repair companies; and credit counseling firms.
- 9) Media agencies; news agencies; and journalists.
- 10) Businesses operating out of a residence except as provided by ACHD policy.
- 11) Any fraudulent or illegal activity, such as identity theft, harassment, stalking.
- 12) Any company or individual who is known to have been involved in credit fraud, or other unethical business practices.

7. RECEIVING REPORTS AND TRANSACTION FILES.

Merchant is responsible for communicating with ACHD's Host Processing System to receive daily reports and/or transaction files. ACHD is under no obligation to transmit this data to Merchant.

8. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the MSAA, and as those fees may be amended by ACHD from time to time in accordance with these Terms and Conditions. Said fees shall be due and payable by Merchant within thirty days' (30) of receipt of services unless otherwise agreed upon between the parties. Fees will differ depending on type of services and/or level of services Merchant has requested and may be modified by ACHD upon a minimum of thirty (30) days' written notice to Merchant. ACHD is authorized to obtain payment for these fees and any other amounts due under the MSAA, including late fees, by directly debiting Merchant's specified bank account(s). A \$25.00 fee shall be assessed for any return of a debit processed to Merchant's account. Failure to pay any amount due to ACHD within the time period or on the terms set forth in this section shall constitute a material breach of the MSAA and these Terms and Conditions by Merchant. ACHD shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, ACHD may elect to terminate Merchant's access to the Services in accordance with Section 24 below. Further, ACHD shall have the right to offset against any amount payable by ACHD to Merchant under any provision of these Terms and Conditions, any amounts owed ACHD by Merchant, or any damages sustained by ACHD as a result of Merchant's violation, breach or non-performance of its obligations under these Terms and Conditions. In the event the funds in Merchant's designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to ACHD upon demand and through alternative means. Unless otherwise agreed upon, ACHD may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

9. TAXES.

Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of ACHD's products and services, excluding, however, any taxes payable by ACHD as a result of income earned by ACHD hereunder. Merchant shall reimburse ACHD should ACHD be charged for any tax obligation of Merchant. Merchant shall hold ACHD harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

10. NSF FEE REBATE PROGRAM.

Merchant may request that ACHD collect the NSF fee, allowable under the laws of Merchant's domiciliary state, from a designated Receiver upon any return of an ACH transaction from that Receiver either for Insufficient Funds (NSF) or Uncollected Funds. ACHD shall rebate Merchant a percentage of any such funds collected from Receiver, as established on the MSAA..

11. INVESTIGATIVE REPORT.

Merchant is on notice that an investigative or Consumer Report may be made in connection with the MSAA. Merchant authorizes ACHD or any Credit Bureau or any

Credit Reporting Agency employed by ACHD or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the MSAA or for the purpose of obtaining services from ACHD. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the MSAA.

12. VOLUME AND FINANCIAL RE-EVALUATION.

ACHD reserves the right to re-evaluate Merchant's financial position at its own discretion throughout the course of ACHD's business relationship with Merchant. Such re-evaluation may result in modification of the fee structure, reserve amount, applicable discount fees or termination of the agreement between Merchant and ACHD in accordance with these Terms and Conditions.

13. CONFIDENTIALITY.

Merchant acknowledges that the products, services and information relating to ACHD's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to ACHD (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to ACHD. As such, if ACHD becomes aware of Merchant's breach or threatened breach of this Section 13, ACHD may suspend any and all rights granted to Merchant under the MSAA and these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to ACHD.

14. REPRESENTATIONS AND WARRANTIES.

a. ACHD's Representations and Warranties. ACHD represents and warrants to Merchant that:

- 1) ACHD's agreement to provide its products and services to Customer and to perform the Services hereunder does not violate any agreement or obligation between ACHD and any third party.
- 2) To the best of ACHD's knowledge, none of the products or services being provided to Merchant under the MSAA will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 3) To the best of ACHD's knowledge, none of its products or services violates any international, federal, state, or local law or regulation relating to individual privacy.
- 4) When executed and delivered by ACHD, the agreement with Merchant will constitute the legal, valid, and binding obligation of ACHD, enforceable in accordance with its terms.

b. Merchant's Representations and Warranties.

Merchant understands and agrees that ACHD's ODFI is a third party beneficiary of Merchant's representations and warranties herein. Merchant represents and warrants to ACHD that:

- 1) Merchant's agreement to license ACHD's products and services and to engage ACHD to perform the Services hereunder does not violate any agreement or obligation between Merchant and any third party.
- 2) To the best of Merchant's knowledge, neither any information delivered by Merchant to ACHD in support of the MSAA and these Terms and Conditions nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 3) None of the activities for which Merchant has engaged the services of ACHD shall violate any international, federal, state, or local law or regulation relating to individual privacy. Neither Merchant nor any of its affiliates will use the ACHD products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations.
- 4) When executed and delivered by Merchant, the agreement with ACHD will constitute the legal, valid, and binding obligation of Merchant, enforceable in accordance with its terms.
- 5) If applicable, Merchant represents and warrants that with respect to all ACH Transactions originated by ACHD on behalf of Merchant that (i) each Receiver has authorized the debiting and/or crediting of its account (ii) each Transaction is for an amount agreed by the Receiver and (iii) each Transaction is in all other respects properly authorized (iv) Merchant shall provide proof of authorization for any Transaction to ACHD upon request within five (5) Business Banking Days.

15. INDEMNIFICATION.

Merchant bears all responsibility for its own employees' actions while in Merchant's employ. Merchant shall indemnify and hold harmless ACHD and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any action of Merchant, its agents or employees in connection with any Transaction subject to these Terms and Conditions. Further Merchant acknowledges that ACHD may rely solely on identifying numbers provided by Merchant to determine the bank and account in question for each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name. Merchant shall indemnify ACHD for any losses, liabilities, costs or expenses ACHD or any third party suffers or incurs as a result of an incorrect account or other identification. All disputes between Merchant and its Receiver(s) relating to any Transaction will be settled by and between Merchant and Receiver. Merchant agrees that ACHD bears no responsibility or involvement in any such dispute.

16. LEGAL AND REGULATORY COMPLIANCE.

Merchant is solely responsible for ensuring that Merchant's policies and procedures meet the requirements of the Rules and Regulations, including Rules provisions for self-auditing. ACHD bears no responsibility for any lack of compliance with these Rules and Regulations by Merchant and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees not to initiate entries that violate the laws of the United States, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Merchant's responsibility to obtain information regarding OFAC enforced sanctions. Merchant may obtain further information from the OFAC Compliance Hotline at (800) 540-OFAC.

17. RULES AND REGULATIONS VIOLATIONS.

Merchant shall reimburse ACHD for any fines or loss of funds imposed on ACHD for any violation of the Rules or Regulations by Merchant. ACHD shall provide Merchant written notice of any such fine. In the event Merchant fails to comply with this remedy within thirty (30) days' of notice, Merchant shall be assessed a fee of \$100.00 per item in violation of the Rules or Regulations, in addition to any fees imposed by NACHA, ODFI or any other governmental or legal authority. Assessment of such additional fee will in no way limit ACHD's right to pursue action under Section 4j above, or to obtain other remedies available under applicable law.

18. LIMITS OF LIABILITY.

a. Errors of Others - ACHD shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which ACHD may receive or transmit information, and no such entity shall be deemed an agent of ACHD.

b. Damages Waiver - ACHD shall not be liable to Merchant or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the MSAA and these Terms and Conditions, whether or not (i) any claim for these damages is based on tort or contract; or (ii) ACHD knew or should have known the likelihood of such damages occurring under the circumstances. Merchant shall not assert any such claim against ACHD or its subsidiaries or affiliated companies or their respective officers, directors, or employees. ACHD's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to ACHD during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.

c. ODFI Liability - Merchant understands and agrees that ACHD has full and exclusive power to provide ODFI with directions on Merchant's behalf. ODFI has no liability whatsoever for ACHD's acts, omissions or representations and is not responsible for any loss caused by ACHD. ACHD is not an agent of ODFI and has no authority to act or make commitments on behalf of ODFI. ODFI will not be monitoring ACHD's transactions in respect of Merchant's funds. All Merchant complaints and claims arising out of the MSAA shall be made solely

to ACHD. IN NO EVENT SHALL ODFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, NOR SHALL ODFI HAVE LIABILITY IN ANY EVENT IN EXCESS OF THE FEES IT RECEIVES FOR HANDLING MERCHANT'S TRANSACTIONS. Merchant agrees that these limitations are reasonable given the fact that no compensation is being paid to ODFI by Merchant.

19. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Merchant shall regularly and promptly review all Transactions and other communications from ACHD and shall immediately notify ACHD upon discovery of any and all discrepancies between Merchant's records and those provided by ACHD, the ODFI or Merchant's bank, or with respect to any transfer that Merchant believes was made without proper authorization. Upon notification by Merchant, ACHD will use its best efforts to reverse the Transaction notified of. However, Merchant acknowledges that the Transaction may have progressed beyond ACHD's ability to control by the time of such notice and under such circumstances, Merchant accepts full responsibility for all losses, liabilities, costs or expenses Merchant, ACHD or any third party suffers or incurs as a result of ACHD's inability to reverse the transaction.

20. ACHD SERVICE POLICY.

Merchant acknowledges and understands that ACHD does not warrant that the Services will be uninterrupted or error free and that ACHD may occasionally experience delays or outages due to disruptions that are not within ACHD's control. Any such interruption shall not be considered a breach of the MSAA by ACHD. ACHD shall use its best efforts to remedy any such interruption in service as quickly as possible.

21. DISCLAIMER OF WARRANTIES.

Except as otherwise specifically provided herein, ACHD's products and services are provided hereunder "As Is" without warranty of any kind. Except as otherwise specifically provided herein, to the maximum extent permitted by law, ACHD expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the ACHD products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the ACHD products or services, whether made by employees of ACHD or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by ACHD for any purpose, or give rise to any liability of ACHD whatsoever.

22. FORCE MAJEURE.

Neither party shall be liable for, or be considered in breach of or default under the MSAA on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

23. TERM AND TERMINATION.

The MSAA shall have an initial term of one (1) year from and after the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides thirty (30) days' written notice of termination to the other party. Merchant agrees and acknowledges that should the MSAA be terminated for any reason prior to the expiration of the initial term of one (1) year, Merchant shall be assessed an early termination fee of \$99.00, payable to ACHD along with any and all other financial obligations due ACHD in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination). An exception to this early termination fee will be made should Merchant terminate without cause within the first 30 calendar days of the initial term.

ACHD may immediately terminate the MSAA without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if ACHD reasonably determines that Merchant has violated any term, condition, covenant, or warranty of the MSAA or Terms and Conditions; (iii) if ACHD determines in its sole discretion that Merchant has abused its privileges under the MSAA; or (iv) ACHD determines that the type of business in which Merchant is engaged is or becomes an industry or business that ACHD is prohibited from providing its services to.

Upon the effective date of termination of the MSAA, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by ACHD on behalf of Merchant (whether before or after such termination) shall survive termination. Promptly upon termination of the MSAA for any reason, Merchant shall return or destroy, as requested by ACHD, all materials pertaining to the Services, including all copies thereof.

24. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in these Terms and Conditions, ACHD reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by ACHD, by reason of any applicable Rule or Regulation.

25. ASSIGNMENT.

The rights granted under the MSAA and these Terms and Conditions are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of ACHD, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with ACHD and grounds for termination of the MSAA. ACHD may assign its rights and obligations under the MSAA without the approval of Merchant, but shall provide notice of such assignment to Merchant.

26. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

27. LEGAL FEES.

In the event of any dispute arising out of or related to the MSAA or these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

28. GENERAL PROVISIONS.

The agreement between the parties hereto shall be binding on the parties only upon execution of the MSAA by an authorized representative of both parties. The MSAA shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the MSAA or these Terms and Conditions. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. The MSAA along with these Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Except as otherwise provided for herein, these Terms and Conditions shall not be modified or amended except in writing signed by the parties hereto and specifically referring to these Terms and Conditions. The MSAA may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

29. MERCHANT AUTHORIZATION.

The MSAA and these Terms and Conditions become an effective agreement when signed by an authorized representative(s) of Merchant and ACHD. Further, Merchant agrees to notify ACHD of any important changes in the information provided in the MSAA or any attachments thereto. Merchant acknowledges notification that all payments by check will be converted to an ACH payment and electronically deposited to ACHD's bank account. If any payment is returned unpaid Merchant authorizes ACHD to electronically debit the item and an additional \$25.00 processing fee from Merchant's account provided in the MSAA.

APPENDIX A DEFINITIONS

ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions - All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate - a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

ACH Chargeback - Any ACH item which is returned designated with the following return codes: R05, R07, R10, R29 and R51.

Business Banking Day - Monday through Friday, normal operating hours, excluding Federal holidays.

Credit Entry - An ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry - An ACH Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.

ODFI - Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ACHD and then forwards these Transactions (defined below) to the ACH Network.

Originator - A Merchant who has contracted with ACHD to initiate ACH entries, on their behalf, to the ACH Network.

RDFI - Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receivers - An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).

Regulations - All federal, state and local regulations that govern Internet business, consumer information and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210.

Returned Entries - Any Transaction returned or rejected by ACHD, ODFI or RDFI.

Settlement Account - An account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.

Settlement Entry - a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ACHD at the end of each Business Banking Day.

Transactions - Any transfer of data or information from Merchant to ACHD in a format pre-approved by ACHD, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

APPENDIX B
FAIR CREDIT REPORTING ACT REQUIREMENTS

1. The following is a list of permissible uses for the data received through ACH Direct's Verification and Authentication Services (the "Services") in accordance with section 604(a) of the Fair Credit Reporting Act ("FCRA"):

- 1) In response to a court order or Federal grand jury;
- 2) In accordance with the written instructions of the consumer to whom the information relates;
- 3) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;
- 4) For employment purposes;
- 5) In connection with the underwriting of insurance involving the consumer;
- 6) To determine the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
- 7) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation;
- 8) Otherwise having a legitimate business need for the information, including:
 - a) in connection with a business transaction that is initiated by the consumer;
 - b) to review an account to determine whether the consumer continues to meet the terms of the account.
- 9) For use by state and local officials in connection with the determination of child support payments, modifications or enforcement thereof.

2. Representations by Merchant. Each request for data through the Services shall constitute a representation, warranty and certification by Merchant that the data (a) shall be used and disclosed only in accordance with the provisions of the MSAA, the Terms and Conditions and this Appendix B, and in accordance with any applicable Rules or laws; and (b) shall be used solely for the intended use as provided in the MSAA. ACHD reserves the right to immediately terminate Merchant's access to the Services should ACHD have reason to believe that Merchant is using the Services for a purpose other than a permissible use as provided for in Section 5 and 6 of the Terms and Conditions and this Appendix B. Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

3. In compliance with FCRA requirements, Merchant is hereby instructed to provide to any and all customers whose payments are declined by Merchant based upon information received from ACHD, a means through which the customer may investigate and challenge non-acceptance of the payment. Merchant shall provide a notice of such procedure to its declined customers in writing, in a form substantially similar to the following:

"We regret to inform you that we were unable to accept your payment based on financial account information received from the below named company:

ACH Direct, Inc.
500 W. Bethany Drive, Suite 200
Allen, Texas 75013
866-290-5400, Option 2
or ask for Customer Service - Verification Services

You have the right to be told the nature of the financial account information that was provided by this company upon making a written request to the company at the contact information provided above within sixty (60) days of receipt of this notification. "

APPENDIX C TRADEMARK USAGE GUIDELINES

1. ACH Direct list of trademarks:



PaymentsGateway™
VirtualTerminal™
SoftTerminal™
DirectBilling™
ATMVerify®
IDVerify™
ATMCheck®
DirectRecovery™
Transporter™

2. Only a graphic provided by ACH Direct may be used to display the ACH Direct logo.
3. The required font for all ACH Direct trademarks, including the ACH Direct logo is Verdana
4. The appropriate designation (™ or ®) must be used at least the first time an ACH Direct trademark (including the name "ACH Direct") appears in a publication, but need not be used each time the trademark is used in a publication if it is used in a way that the reader is clearly placed on notice. Use the following standards to decide when and how to designate a trademark:
 - a. If there are multiple uses of the trademark throughout a publication, an explanatory note on the cover sheet or title page of the publication in the following format will be sufficient:

"ACH Direct is a trademark of ACH Direct, Inc., used under license" or
(when registered) "ACH Direct is a registered trademark of ACH Direct, Inc., used under license"
 - b. The note described in (a) above may not always be appropriate, particularly if the document is such that portions of it may be used separately without reference to its beginning. If so, use the following guidelines:
 - i. Display a trademark each time it appears in a table of contents, a chapter or section heading, or a picture or figure caption.
 - ii. Mark a trademark the first time it is used in each part of a publication, which is likely to be independently referenced.
 - iii. If in doubt, use additional markings rather than fewer.
 - c. Always mark the trademark on covers of publications, in advertisements and press releases.
 - d. If in doubt, mark the trademark the first time it is used on each page of copy.
5. How to use the ACH Direct logo correctly:
 - Maintaining consistency in the use of the ACH Direct logo is essential for protecting the value of the ACH Direct brand.
 - Do not redraw or alter the logo in any way
 - Do not attempt to recreate the logo with a similar font
 - Only one logo should appear on any surface of your design
 - Do not use multiple repeated logos close together to form patterns, chains or borders of any kind
 - Do not use the ACH Direct logo as a bullet point
 - Do not use the logo as a background for text or headings
 - Make sure there is enough clear space around the logo; provide minimum ½ inch white space on all sides (exceptions must be approved in advance of use by ACH Direct)
 - If displaying ACH Direct logo on printed material and in color, appropriate PMS colors must be maintained (color numbers: 429 and 555)
 - Logo may be displayed only in appropriate colors or black
 - Logo cannot be "reversed out" or displayed on a colored background

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Supt./Business

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: AWARD OF CONTRACT

EXECUTIVE SUMMARY

Three bids were received for the Outdoor Fitness Equipment & Installation at Carmel Valley Middle School and Oak Crest Middle School project B2008-15. The bid submittals were reviewed by District staff for compliance and determination of the lowest responsive and responsible bidder. A summary of the bid results is attached.

RECOMMENDATION:

Award a contract for the Outdoor Fitness Equipment & Installation at Carmel Valley Middle School and Oak Crest Middle School project B2008-15 to Recreation Masters, Inc., for an amount of \$55,000.00, and authorize Eric R. Dill or Stephen G. Ma to execute all pertinent documents.

FUNDING SOURCE:

General Fund/Restricted 06-00

Project: Outdoor Fitness Equipment & Installation at CVMS & OCMS B2008-15

BIDDER	BID AMOUNT	BID BOND	DESIGNATION OF SUBS	NON-COLLUSION
Zasqueta Contractors, Inc.	\$56,489.00	x	x	x
Recreation Masters, Inc.	\$55,000.00	x	x	x
Tri-Group Construction & Development, Inc.	\$81,990.00	x	x	x

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Supt./Business

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: AWARD OF CONTRACT

EXECUTIVE SUMMARY

Three bids were received for the Tree Maintenance, Trimming, & Removal at District Locations unit cost contract B2008-13. This is a one year, unit cost contract with options to renew two additional one year periods. The bid submittals were reviewed by District staff for compliance and determination of the lowest responsive and responsible bidder. A bid summary and a listing of the unit prices are attached.

RECOMMENDATION:

Award a contract for the Tree Maintenance, Trimming, & Removal at District Locations unit cost contract B2008-13 to Urban Tree Care, Inc., during the period May 1, 2008 through April 30, 2009, with options to renew two additional one year periods, at the unit prices listed on the attachment, and authorize Eric R. Dill or Stephen G. Ma to execute all pertinent documents.

FUNDING SOURCE:

Fund to which the project is charged

Project: Tree Maintenance, Trimming, and Removal at District Locations B2008-13

BIDDER	BID FORM/ SHEET	BID BOND	STATEMENT OF EXPERIENCE	NON- COLLUSION	WORKER'S COMP CERTIFICATE
Urban Tree Care, Inc.	X	X	X	X	X
Great Scott Tree Service, Inc.	X	X	X	X	X
Tree Pros, Inc.	X	X	X	X	X

Tree Care

ATTACHMENT B (Bid Price Sheet)

The District shall pay Contractor for the described services as follows:

Indicate per unit charges for performing District tree trimming maintenance, removal, and stump grinding work in accordance with the appropriate trunk diameter and height.

TREE MAINTENANCE (Service Requests)				
All Species	Diameter			
	0-4"	5-12"	13-24"	25" +
Train	14.00	34.00	54.00	75.00
Raise Only	14.00	34.00	54.00	85.00
Standard Pruning	18.00	37.00	82.00	185.00
Removal	35.00	85.00	108.00	300.00
TREE MAINTENANCE (Grid or Section Pruning)				
All Species	Small 0-4"	Medium 5-12"	Large 13-24"	XLarge 25"
Train	14.00	34.00	54.00	75.00
Raise Only	14.00	34.00	54.00	85.00
Standard Pruning	18.00	37.00	82.00	185.00
Removal	35.00	85.00	108.00	300.00
Palm Maintenance (Service Requests)				
Washingtonia Robusta	Height			
		0-20'	21-40'	41' +
Trim Only		35.00	50.00	85.00
Trim and Skin		35.00/12.00 PER FOOT SKIN	50.00/12.00 PER FOOT SKIN	85.00/15.00 PER FOOT SKIN
Remove		200.00	425.00	750.00
Washingtonia Filifera				
		0-20'	21-40'	41' +
Trim Only		40.00	55.00	80.00
Trim and Skin		40.00/12.00 PER FOOT SKIN	55.00/12.00 PER FOOT SKIN	80.00/15.00 PER FOOT SKIN
Remove		225.00	475.00	800.00

*Incl
 cost*

Phoenix Canariensis		Height		
		0-20'	21-40'	41' +
Trim Only		75.00	175.00	225.00
Skin and Ball		300.00	500.00	750.00
Remove		450.00	750.00	1200.00
All Other Species of Palm Trees		Height		
		0-20'	21-40'	41' +
Trim Only		35.00	45.00	55.00
Remove		175.00	250.00	350.00
Other Services				
Cost to Remove Stump and Backfill				\$ <u>5.00</u> Per Inch
Minimum Service Charge for Emergency Work				\$ <u>60.00</u> Per Hour
Root Pruning		Per Foot		
		0-100'	100-1000'	1000 +
Prune Sidewalk or Curbside to 12" Depth		18.00	16.00	14.00
Additional charge to Provide and Install Root Barrier				\$ <u>Ø</u> Per Job
Diagnosis - Arborist Reports				
All Professional Services				\$ <u>Ø</u> Per Hour

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 4, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Steve Ma, Assoc. Superintendent, Business
David R. Bevilaqua, Exec. Director of Finance

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: ADOPT RESOLUTION FOR TAX & REVENUE
ANTICIPATION NOTES (TRAN) FOR FISCAL YEAR
2008-09

EXECUTIVE SUMMARY

Tax and Revenue Anticipation Notes (TRAN) are available to governmental agencies as a source of revenue to meet temporary cash flow shortages. San Diego County school districts have issued a pooled TRAN for many years. San Dieguito Union High School District, (SDUHSD), participated in prior years.

With delayed payments from the state, SDUHSD once again will qualify for participation in the San Diego County pooled TRAN.

With Board approval of this resolution SDUHSD will participate in the 2008-09 pooled TRAN. Funds will be placed in the County Treasury and invested at maximum return when not being used for cash flow. The maximum amount is \$8,000,000 for a period not to exceed 13 months, beginning July 1, 2008.

RECOMMENDATION:

It is recommended that the Board adopt the resolution for Tax and Revenue Anticipation Notes for fiscal year 2008-09.

FUNDING SOURCE: General Fund (03-00 & 06-00)

RESOLUTION OF SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2008-
2009 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2008
TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN
AMOUNT NOT TO EXCEED \$8,000,000 AND PARTICIPATION IN THE
SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE
ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF
SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

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

WHEREAS, the Board of Trustees (the “Board”) has determined that the sum not to exceed \$8,000,000 (the “Principal Amount”) is needed for the requirements of the San Dieguito Union High School District (the “District”), a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received or held by the District attributable to its fiscal year ending June 30, 2009 (the “Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2008 Tax and Revenue Anticipation Notes (the “Notes”);

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

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

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

WHEREAS, the District desires to authorize the issuance of the Notes in two series, with an initial issuance of a first series of notes (the "Series A Note") in the month of July, 2008 and an authorization to issue and sell a second series of notes (the "Series B Note") prior to January 1, 2009;

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

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts and the County (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Series A Note marketed together with some or all of the notes issued by other school districts and the County participating in the Program; and, in the event that a comparable Program exists at the time District issues its Series B Note, to participate in such Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District;

WHEREAS, KNN Public Finance, as financial advisor to the participating school districts (the "Financial Advisor"), together with the underwriter appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures Note Participations comprising each Series and (ii) possibly other features, all of which the District hereby authorizes the Financial Advisor to determine;

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

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

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

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note and the notes issued by other Issuers in such Series; and (ii) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note and such notes as may be issued by other participating Issuers, if the District Officer determines

at the time of issuance of the Series B Note that participation in such Program is in the best financial interests of the District;

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

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

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

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Series A Note and the notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement, which shall be in substantially the same form as the purchase agreement presented to this meeting (the “Purchase Agreement”); and

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

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

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

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow

on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received or held by the District attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of two series of the Notes in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2008 Tax and Revenue Anticipation Note, Series A" and the District's "2008 Tax and Revenue Anticipation Note, Series B," to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature not more than 13 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America.

The Series A Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act; and likewise, the Series B Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Series B Note that participation in such Program is in the best financial interests of the District.

Notwithstanding the foregoing, the issuance of the Series B Note shall be subject to the following conditions:

(1) Receipt of confirmation from Moody's Investors Service and Standard & Poor's (each an "Agency") (if such respective rating agency rated the Series A Note) that the issuance of the Series B Note will not cause a reduction or withdrawal in such Agency's rating on the Series A Note; and

(2) Receipt of an opinion of Bond Counsel to the effect that the interest on the Series B Note is excludable from gross income for federal income tax purposes.

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

Section 4. Sale of Notes; Delegation. The Series A Note as evidenced and represented by the Note Participations shall be sold to the Underwriter appointed in Section 21 pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved. The Chief Financial Officer, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a "County Officer") are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Series A Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Series A Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Series A Note. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

The Series B Note shall be sold to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement (the Series B Purchase Agreement"), as part of the Program or separately, upon determination and written direction of the District Officer. The County Officer is hereby authorized and directed to execute and deliver the Series B Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Series B Note Rate shall not exceed 12% per annum, and that the Underwriter's discount on the Series B Note, when added to other costs of issuance of the District, shall not exceed 1.0% of the amount of the Series B Note.

Section 5. Program Approval. The Series A Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and

represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Series A Note in the proportion that the face amount of the Series A Note bears to the total aggregate face amount of the Series A Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent, the Assistant Superintendent for Business, the Business Manager or Chief Financial Officer of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a "District Officer") is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the District Officer following execution by the County Officer of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default. The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Financial Advisor and the Underwriter are hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

The District Officer is hereby authorized and directed to provide the Financial Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

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

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 8 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

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

Owners of Note Participations, to the extent of their interest in the Series A Note, shall be treated as owners of the Series A Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Series A Note. The District hereby recognizes the right of the Owners acting directly or

through the Trustee to enforce the obligations and covenants contained in the Series A Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Series A Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

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

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of the Series A Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Series A Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Series A Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Series A Note.

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

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

If the District Officer does not elect to participate in a Program to pool the Series B Note with notes of other issuers, then proceeds of the sale of the Series B Note, shall be deposited in a separate fund of the District hereby designated the "Series B 2008 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Series B Proceeds Fund") which account shall be established with the County Treasurer-Tax Collector at the time of issuance of the Series B Note.

All moneys in the Series B Proceeds Fund shall be invested in the County of San Diego Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Series B Proceeds Fund. Amounts in the Series B Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

Section 8. Source of Payment. The Principal Amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Notes and the amount, if any owed the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the “Pledged Revenues”) which are received or held by the District and are attributable to the Repayment Fiscal Year, and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms “Unrestricted Revenue” and “Pledged Revenues” shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Notes is set aside and used for said special purpose; and provided further, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof.

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

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Notes at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six and the amount of Pledged Revenues required to be deposited on any one Repayment Date shall not exceed 80% of the principal and interest due on the Notes at maturity. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to

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

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

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

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

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

Section 9. Execution of Notes. The County Officer shall be authorized to execute the Notes by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Notes by manual or facsimile signature and to affix the seal of the County to the Notes either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Notes to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

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

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

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

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

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

modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Notes plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Notes (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

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

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

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

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

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or

(ii) in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

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

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

(N) The District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

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

(P) As of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2007-2008 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to the Repayment Fiscal Year prior to the issuance of the Notes.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2007-2008 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2008-2009 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

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

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Notes under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Notes or any other funds of the District which would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2008, including the Notes, is not reasonably expected to exceed \$5,000,000, *provided* that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, **or in the alternative**, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Notes will be expended no later than the day that is six months after the respective dates of issuance of the Notes so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

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

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

Section 12. Events of Default and Remedies.

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

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

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or

the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

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

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

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

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

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

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

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

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Notes) which may appear necessary or desirable to

collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

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

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

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Notes when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Notes on the day on which it matures. Payment of the Notes shall be in accordance with the terms of the Notes and this Resolution.

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

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

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

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

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Notes and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Notes and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

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

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

Section 20. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other

consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Financial Advisor and Underwriter. KNN Public Finance, is hereby appointed Financial Advisor for the District in connection with the Program, and the officers of the District are authorized to execute an agreement for financial advisory services with such firm. Citigroup Global Markets Inc., together with such co-underwriters, if any, identified in the Purchase Contract, is hereby appointed as underwriter for the Program.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Effective Date. This Resolution shall take effect from and after its date of adoption.

[Attach form of Certification of the Clerk of the Board with respect to the Resolution, if desired (such form of Certification is not required.)]

EXHIBIT A

FORM OF NOTES

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2008 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{*/}

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$8,000,000

FOR VALUE RECEIVED, the San Dieguito Union High School District (the “District”), located in the County of San Diego, California (the “County”), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof

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

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

upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

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

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2009 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received or held by the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor, as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

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

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

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

COUNTY OF SAN DIEGO

By _____
Chief Financial Officer

Countersigned

By _____
Clerk of the Board of Supervisors

[STATEMENT OF INSURANCE]^{*/}

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

SECRETARY'S CERTIFICATE

I, Terry King, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly held at the regular meeting place thereof on the 17th day of April, 2008, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 710 Encinitas Blvd, Encinitas, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

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

Dated: April 17, 2008

Secretary of the Board

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Steve Ma, Assoc. Superintendent, Business
David R. Bevilaqua, Exec. Director of Finance

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: AUTHORIZATION TO OPEN CHECKING ACCOUNT /
TRANSPORTATION DEPARTMENT / CREDIT CARD
SERVICES

EXECUTIVE SUMMARY

There have been many requests by parents to pay home to school transportation fees with credit cards. District administration is working with Mission Federal Credit Union (MFCU) to accept credit card payments from parents.

MFCU requires a separate checking account for credit card payments. Cash in this clearing account will then be deposited in the County Treasury via the usual deposit permit process.

RECOMMENDATION:

It is recommended that the Board authorize the opening of a checking account for the Transportation Department to accept credit card payments for transportation fees. The account is to be named San Dieguito Union High School District, Transportation Clearing Account.

FUNDING SOURCE:

N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Joann Schultz, Executive Assistant
Stephen G. Ma, Assoc. Supt., Business Services

SUBMITTED BY: Terry King, Acting Superintendent

SUBJECT: ADOPTION OF RESOLUTION / AUTHORIZED
AGENT TO SIGN SCHOOL ORDERS

EXECUTIVE SUMMARY

Various sections of Education Code require the Board of Trustees to pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. Due to the retirement of Peggy Lynch, the attached resolution will authorize Terry King as Acting Superintendent, to sign school orders (commercial warrants) along with David R. Bevilaqua and Stephen G. Ma, for the remainder of the 2007/08 school year.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution designating Terry King or David R. Bevilaqua or Stephen G. Ma to sign school orders (commercial warrants), effective April 18, 2008 through June 30, 2008.

SM/js
Attachment

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS
(COMMERCIAL WARRANTS)**

San Dieguito Union High School District, San Diego County ON MOTION OF member _____, seconded by member _____, effective April 18, 2008 through June 30, 2008.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, **Terry King or David R. Bevilaqua or Stephen G. Ma** be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

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

PASSED AND ADOPTED by said Governing Board on _____, 2008, by the following vote:

AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

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

Secretary of the Governing Board

Manual signature(s) of authorized person(s): Facsimile signature(s), if app: (Rubber Stamp)

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Stephen G. Ma
Associate Superintendent, Business

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: ADOPTION OF RESOLUTION /
TERMINATION OF RETIREMENT PLAN

EXECUTIVE SUMMARY

The retirement plan was put in place in 2001 through Keenan and Associates. Since the plan is no longer needed, it is recommended that the plan be terminated.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution Terminating the Profit Sharing Retirement Plan, effective April 18, 2008.

FUNDING SOURCE:

Not applicable.

js

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
Resolution
Termination of Profit Sharing Retirement Plan**

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

WHEREAS, California Government Code Section 53224 authorizes school districts to make contributions to retirement plans for certain designated employees; and

WHEREAS, the District had provided retirement benefits, through a Profit Sharing Plan, to designated employees of the District under such a plan; and

WHEREAS, the "Board" now deems it desirable and in the best interests of the School District to terminate this Profit Sharing Retirement Plan;

THEREFORE, IT IS RESOLVED that the "Board" hereby terminates the Profit Sharing Retirement Plan designed for certain designated employees of the District effective April 18, 2008.

RESOLVED FURTHER that the District shall "vest" all participants in the Profit Sharing Plan's contributions; and

RESOLVED FURTHER that the "Board" hereby appoints Keenan & Associates as the contract administrator to assist the District towards the implementation of the Profit Sharing Plan's termination, and

RESOLVED FURTHER that the "Board" hereby authorizes and directs Beth Hergesheimer to take the following actions:

- A. Execute all documents necessary in order to terminate the Plan.

Such documentation is to be executed by: Beth Hergesheimer

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Stephen G. Ma
Associate Superintendent, Business

SUBMITTED BY: Terry King, Acting 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

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

js
Attachments

SAN DIEGUITO UNION HIGH
FROM 03/11/08 THRU 03/31/08

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
283219	03/11/08	03	C D W G.COM	014	MATERIALS AND SUPPLI	\$485.14
283220	03/11/08	03	GALE - A CENGAGE LEA	005	LIC/SOFTWARE	\$80.81
283221	03/11/08	03	PENN STATE	005	MATERIALS AND SUPPLI	\$447.77
283222	03/11/08	03	B AND H PHOTO-VIDEO-	005	MATERIALS AND SUPPLI	\$942.44
283223	03/11/08	03	SWEETWATER SOUND	014	EQUIPMENT	\$7,219.25
283224	03/11/08	03	COMPUTER PROTECTION	035	REPAIRS BY VENDORS	\$1,850.00
283225	03/11/08	06	GUIDED DISCOVERIES,	005	FEES - ADMISSIONS, T	\$2,120.00
283226	03/11/08	03	EDUCATIONAL RESOURCE	005	LIC/SOFTWARE	\$353.72
283227	03/12/08	06	S J MEDIA SYSTEMS	005	MATERIALS AND SUPPLI	\$190.66
283228	03/12/08	03	B AND H PHOTO-VIDEO-	014	MATERIALS AND SUPPLI	\$2,303.48
283229	03/12/08	03	HARLAND TECHNOLOGY S	035	REPAIRS BY VENDORS	\$985.76
283230	03/12/08	03	DELL COMPUTER CORPOR	005	MAT/SUP/EQUIP TECHNO	\$1,219.37
283231	03/12/08	03	PALOS SPORTS, INC.	012	MATERIALS AND SUPPLI	\$1,246.72
283232	03/12/08	03	NASCO MODESTO	012	MATERIALS AND SUPPLI	\$1,230.54
283233	03/12/08	06	DELL COMPUTER CORPOR	005	NON CAPITALIZED EQUI	\$2,999.68
283234	03/12/08	03	JUNIOR LIBRARY GUILD	005	BOOKS OTHER THAN TEX	\$969.75
283235	03/12/08	03	MELCHIOR LAND SURVEY	025	PROF/CONSULT./OPER E	\$4,200.00
283236	03/12/08	03	FRONTIER FENCE COMPA	025	REPAIRS BY VENDORS	\$1,388.80
283237	03/12/08	11	SILVERSTONE, MONTY	009	MATERIALS AND SUPPLI	\$188.35
283238	03/12/08	06	ORANGE COUNTY DEPT O	024	TEST SCORING	\$7,514.65
283239	03/12/08	06	TWENTY FIRST CENTURY	024	PROF/CONSULT./OPER E	\$1,377.00
283240	03/12/08	06	TORREY PINES HIGH SC	024	MATERIALS AND SUPPLI	\$1,000.00
283241	03/12/08	06	GALE - A CENGAGE LEA	012	LIC/SOFTWARE	\$100.00
283242	03/12/08	06	IVERSON, SHERYL	030	OTHER SERV.& OPER.EX	\$700.00
283243	03/12/08	06	KANE, JEFF AND/OR DO	030	OTHER SERV.& OPER.EX	\$1,000.00
283244	03/12/08	06	MORIARTY, JIM AND/OR	030	PAY IN LIEU OF TRANS	\$5,000.00
283245	03/12/08	03	FREE FORM CLAY & SUP	014	MATERIALS AND SUPPLI	\$667.26
283246	03/12/08	06	MCGUIRE, GWEN AND/OR	030	OTHER SERV.& OPER.EX	\$2,000.00
283247	03/12/08	06	PEPPER OF LOS ANGELE	024	MATERIALS AND SUPPLI	\$4,000.00
283248	03/12/08	06	BACH COMPANY	005	MATERIALS AND SUPPLI	\$75.58
283249	03/12/08	03	SAN DIEGUITO UHSD CA	026	MATERIALS AND SUPPLI	\$47.41
283250	03/13/08	06	SARGENT WELCH SCIENT	013	MATERIALS AND SUPPLI	\$8,165.14
283251	03/13/08	06	SOUTHLAND INSTRUMENT	013	NON CAPITALIZED EQUI	\$2,736.29
283252	03/13/08	06	FLINN SCIENTIFIC INC	013	NON CAPITALIZED EQUI	\$4,166.42
283253	03/13/08	03	SUPPLY MASTER INC	010	MATERIALS AND SUPPLI	\$54.31
283254	03/13/08	03	BACH COMPANY	010	MATERIALS AND SUPPLI	\$143.92
283255	03/13/08	03	PROED CO	030	MATERIALS AND SUPPLI	\$494.55
283256	03/13/08	11	ACCUSHARP OF SO CALI	009	OTHER SERV.& OPER.EX	\$113.14
283257	03/14/08	03	XEROX CORPORATION	010	DUPLICATING SUPPLIES	\$633.57
283258	03/14/08	03	OFFICE DEPOT	010	MATERIALS AND SUPPLI	\$120.07
283259	03/14/08	06	PREMIUM RESOURCES	010	MATERIALS AND SUPPLI	\$743.69
283260	03/14/08	06	WILSON, H W CO	010	MATERIALS AND SUPPLI	\$380.00
283261	03/14/08	11	ADVANTIDGE	009	REPAIRS BY VENDORS	\$250.00
283262	03/14/08	06	FLINN SCIENTIFIC INC	013	MATERIALS AND SUPPLI	\$4,687.76
283263	03/14/08	03	GRAINGER, WW INC	013	MATERIALS AND SUPPLI	\$518.82
283264	03/14/08	06	FISHER SCIENTIFIC EM	013	MATERIALS AND SUPPLI	\$4,378.37
283265	03/14/08	06	BAUDVILLE INC	010	MATERIALS AND SUPPLI	\$95.16
283266	03/14/08	03	GREAT SCOTT TREE SER	025	OTHER SERV.& OPER.EX	\$593.25
283267	03/14/08	03	GREAT SCOTT TREE SER	025	OTHER SERV.& OPER.EX	\$3,922.02
283268	03/14/08	03	GLOBAL EQUIPMENT COM	008	MATERIALS AND SUPPLI	\$126.23
283269	03/14/08	03	COMPUSOURCE/ADB ENTE	010	MATERIALS AND SUPPLI	\$123.91
283270	03/14/08	03	SCHOOLMART.COM	010	MATERIALS AND SUPPLI	\$39.75
283271	03/14/08	03	OFFICE DEPOT	010	MATERIALS AND SUPPLI	\$11.29
283272	03/14/08	03	GOPHER SPORT	010	MATERIALS AND SUPPLI	\$229.40
283273	03/14/08	03	DELL COMPUTER CORPOR	025	MATERIALS AND SUPPLI	\$266.14

SAN DIEGUITO UNION HIGH
FROM 03/11/08 THRU 03/31/08

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
283274	03/14/08	06	SARGENT WELCH SCIENT	013	NON CAPITALIZED EQUI	\$7,285.97
283275	03/14/08	06	STOTT PILATES	013	MATERIALS AND SUPPLI	\$1,117.00
283279	03/14/08	06	PACIFIC COAST LIGHTI	004	NON CAPITALIZED EQUI	\$1,144.47
283280	03/14/08	06	TROXELL COMMUNICATIO	013	MATERIALS AND SUPPLI	\$2,034.06
283282	03/14/08	06	CORPORATE EXPRESS	013	NON CAPITALIZED EQUI	\$270.50
283283	03/14/08	06	WOODWIND & BRASSWIND	013	NON CAPITALIZED EQUI	\$2,855.00
283284	03/14/08	06	B AND H PHOTO-VIDEO-	013	NON CAPITALIZED EQUI	\$5,686.34
283285	03/14/08	06	EDUCATIONAL RESOURCE	013	LIC/SOFTWARE	\$1,292.66
283286	03/14/08	06	FREE FORM CLAY & SUP	013	MATERIALS AND SUPPLI	\$1,211.72
283287	03/14/08	06	CARTOON SUPPLIES	013	MATERIALS AND SUPPLI	\$536.23
283288	03/14/08	06	BEST BUY GOVT AND ED	013	MATERIALS AND SUPPLI	\$113.14
283290	03/14/08	03	GOLDBLATT, STACEY	010	PROF/CONSULT./OPER E	\$200.00
283291	03/14/08	03	BOWKER, R R	010	LIC/SOFTWARE	\$511.51
283292	03/14/08	06	OFFICE DEPOT	013	MATERIALS AND SUPPLI	\$107.70
283293	03/14/08	03	OFFICE DEPOT	030	OFFICE SUPPLIES	\$220.22
283294	03/17/08	06	WOODWIND & BRASSWIND	004	NON CAPITALIZED EQUI	\$2,549.35
283295	03/17/08	06	PEPPER OF LOS ANGELE	004	MATERIALS AND SUPPLI	\$749.77
283296	03/17/08	06	MAKE MUSIC INC	004	MATERIALS AND SUPPLI	\$214.57
283297	03/17/08	03	OCE IMAGISTICS INC.	005	REPAIRS BY VENDORS	\$538.75
283298	03/17/08	06	SEHI-PROCOMP COMPUTE	004	MATERIALS AND SUPPLI	\$392.32
283299	03/18/08	06	SEARS COMMERCIAL SAL	030	MATERIALS AND SUPPLI	\$734.99
283300	03/18/08	11	PATHWAY COMMUNICATIO	035	MATERIALS AND SUPPLI	\$645.27
283301	03/18/08	06	GRAYBAR ELECTRIC CO	030	MATERIALS AND SUPPLI	\$195.40
283302	03/18/08	06	CA AIR COMPRESSOR CO	028	NON CAPITALIZED EQUI	\$2,982.84
283303	03/18/08	06	PROED CO	012	MATERIALS AND SUPPLI	\$355.61
283304	03/18/08	06	RIVERSIDE PUBLISHING	012	MATERIALS AND SUPPLI	\$105.98
283305	03/18/08	06	COMMUNICATION SALES	024	MATERIALS AND SUPPLI	\$363.88
283306	03/18/08	03	COUNTY OF SAN DIEGO	037	FEES - ADMISSIONS, T	\$399.00
283307	03/18/08	03	HARCOURT ASSESSMENT	013	MATERIALS AND SUPPLI	\$399.90
283308	03/18/08	06	SAN DIEGO CO SUPERIN	024	CONFERENCE,WORKSHOP,	\$40.00
283309	03/18/08	06	HARCOURT ASSESSMENT	010	MATERIALS AND SUPPLI	\$1,141.58
283310	03/18/08	03	SAX ARTS & CRAFTS	003	NON CAPITALIZED EQUI	\$724.39
283311	03/18/08	06	CENTER FOR AUTISM RE	030	OTHER SERV.& OPER.EX	\$1,200.00
283312	03/18/08	06	SAX ARTS & CRAFTS	012	NON CAPITALIZED EQUI	\$1,790.77
283313	03/18/08	06	JIST PUBLISHING	013	MATERIALS AND SUPPLI	\$408.59
283314	03/19/08	06	BLICK, DICK (DICK BL	004	MATERIALS AND SUPPLI	\$733.48
283316	03/19/08	06	YELLOWSTONE BOYS & G	030	OTHER SERV.& OPER.EX	\$305.00
283317	03/19/08	03	SAN DIEGO, CITY OF	005	MATERIALS AND SUPPLI	\$117.66
283318	03/19/08	06	ARTISTIC PIANOS	024	NON CAPITALIZED EQUI	\$6,465.00
283319	03/19/08	03	SAN DIEGUITO TROPHY	020	MATERIALS AND SUPPLI	\$53.88
283320	03/19/08	03	SAN DIEGO POSTAL	001	REPAIRS BY VENDORS	\$2,654.00
283321	03/19/08	03	QUALITY FLOORS BY GE	025	REPAIRS BY VENDORS	\$1,965.00
283322	03/19/08	03	SAN DIEGO PROJECT HE	037	REPAIRS BY VENDORS	\$320.00
283323	03/19/08	06	BRICKLEY, LORI	010	PROF/CONSULT./OPER E	\$400.00
283324	03/20/08	03	COMPETITIVE EDGE	035	MATERIALS AND SUPPLI	\$1,288.69
283325	03/20/08	03	OCE IMAGISTICS INC.	005	NON CAPITALIZED EQUI	\$3,563.29
283326	03/20/08	03	WESTERN MICRO GRAPHI	030	REPAIRS BY VENDORS	\$3,000.00
283327	03/20/08	03	FLINN SCIENTIFIC INC	012	MATERIALS AND SUPPLI	\$149.15
283328	03/20/08	03	OFFICE DEPOT	026	MATERIALS AND SUPPLI	\$45.38
283329	03/20/08	06	COMPUSOURCE/ADB ENTE	033	MATERIALS AND SUPPLI	\$149.23
283330	03/21/08	06	DELTA EDUCATION	012	MATERIALS AND SUPPLI	\$186.05
283331	03/21/08	06	ROYAL BUSINESS GROUP	030	PRINTING	\$84.05
283332	03/21/08	03	N T I GROUP, INC., T	035	LIC/SOFTWARE	\$44,452.80
283333	03/21/08	06	P C I EDUCATIONAL PU	012	BOOKS OTHER THAN TEX	\$223.67
283334	03/21/08	06	TEACHER DIRECT	012	BOOKS OTHER THAN TEX	\$68.44

SAN DIEGUITO UNION HIGH
FROM 03/11/08 THRU 03/31/08

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
283335	03/24/08	06	PROGRESSUS THERAPY	030	OTHER CONTR-N.P.A.	\$38,640.00
283336	03/24/08	06	LIZAR, DWAYNE	030	PROF/CONSULT./OPER E	\$2,000.00
283337	03/24/08	03	HARCOURT ASSESSMENT	012	MATERIALS AND SUPPLI	\$735.87
283338	03/24/08	03	STAPLES STORES	005	MATERIALS AND SUPPLI	\$48.65
283339	03/24/08	03	ACADEMIC SUPPLIER	005	MATERIALS AND SUPPLI	\$55.64
283340	03/24/08	03	OXFORD UNIVERSITY PR	005	LIC/SOFTWARE	\$425.61
283341	03/24/08	03	NETSHOPS, INC.	005	MATERIALS AND SUPPLI	\$215.48
283342	03/24/08	06	RIVERSIDE PUBLISHING	005	MATERIALS AND SUPPLI	\$178.98
283343	03/24/08	03	CORPORATE EXPRESS	030	OFFICE SUPPLIES	\$155.85
283344	03/24/08	06	STANFIELD, JAMES COM	013	MATERIALS AND SUPPLI	\$1,882.82
283345	03/24/08	03	L R P PUBLICATIONS	030	OFFICE SUPPLIES	\$231.73
283346	03/24/08	06	SEHI-PROCOMP COMPUTE	005	MATERIALS AND SUPPLI	\$164.61
283347	03/25/08	03	GRAYBAR ELECTRIC CO	035	OFFICE SUPPLIES	\$300.15
283348	03/25/08	03	AMAZON.COM	003	MATERIALS AND SUPPLI	\$104.28
283349	03/25/08	03	MACGILL DISCOUNT SCH	003	MATERIALS AND SUPPLI	\$245.38
283350	03/25/08	11	CENGAGE LEARNING	009	TEXTBOOKS	\$822.43
283351	03/25/08	11	PBD, INC.	009	BOOKS OTHER THAN TEX	\$1,100.96
283352	03/25/08	11	SAN DIEGO CO SUPERIN	009	OTHER SERV.& OPER.EX	\$293.00
283353	03/25/08	03	NATL MIDDLE SCHOOLS	012	DUES AND MEMBERSHIPS	\$219.00
283354	03/25/08	03	HOME DEPOT	005	MATERIALS AND SUPPLI	\$484.88
283355	03/25/08	03	SAN DIEGUITO TROPHY	020	MATERIALS AND SUPPLI	\$15.78
283356	03/25/08	06	SCHOLASTIC INC	004	MATERIALS AND SUPPLI	\$133.90
283357	03/25/08	03	FILIPPI'S PIZZA GROT	025	MATERIALS AND SUPPLI	\$130.00
283358	03/25/08	03	PAULEY EQUIPMENT COM	025	REPAIRS BY VENDORS	\$1,332.00
283359	03/25/08	06	TWENTY FIRST CENTURY	024	PROF/CONSULT./OPER E	\$9,189.00
283360	03/25/08	06	ALLOY INTERACTIVE IN	024	LIC/SOFTWARE	\$864.00
283361	03/25/08	03	EXPRESS PRINT	005	PRINTING	\$3,448.00
283362	03/25/08	06	TWENTY FIRST CENTURY	024	OTHER SERV.& OPER.EX	\$2,400.00
283364	03/25/08	03	PRO SOUNDS UNLIMITED	013	OTHER SERV.& OPER.EX	\$1,850.00
283365	03/25/08	25-19	MODULAR BUILDING CON	025	IMPROVEMENT	\$183.17
283366	03/25/08	03	COSTCO CARLSBAD	025	MATERIALS AND SUPPLI	\$400.00
283367	03/26/08	06	D A D ASPHALT	025	OTHER SERV.& OPER.EX	\$8,465.00
283368	03/26/08	06	WINSTON SCHOOL OF SA	030	OTHER CONTR-N.P.S.	\$12,526.58
283369	03/26/08	03	JUNIOR LIBRARY GUILD	005	BOOKS OTHER THAN TEX	\$216.55
283370	03/26/08	03	DATA MANAGEMENT INC	004	OFFICE SUPPLIES	\$497.48
283371	03/26/08	03	SUCCESSORIES, LLC	004	MATERIALS AND SUPPLI	\$287.57
283372	03/26/08	03	JACKNOB CORPORATION	025	BLDG.-REPAIR MATERIA	\$83.70
283374	03/26/08	03	FREDRICKS ELECTRIC I	025	REPAIRS BY VENDORS	\$7,168.00
283375	03/26/08	03	PAXTON/PATTERSON	008	MATERIALS AND SUPPLI	\$361.29
283376	03/26/08	03	CORPORATE EXPRESS	008	MATERIALS AND SUPPLI	\$381.35
283377	03/26/08	06	HIGHSMITH CO INC	008	MATERIALS AND SUPPLI	\$184.14
283378	03/26/08	13	ONE STOP TONER AND I	010	MATERIALS AND SUPPLI	\$50.21
283379	03/26/08	13	PACIFIC GOLF CARS	005	NON CAPITALIZED EQUI	\$3,771.25
283380	03/26/08	03	PAXTON/PATTERSON	008	MATERIALS AND SUPPLI	\$89.65
283381	03/26/08	06	FREE FORM CLAY & SUP	004	MATERIALS AND SUPPLI	\$152.75
283382	03/26/08	03	ONE STOP TONER AND I	004	MATERIALS AND SUPPLI	\$43.09
283383	03/26/08	06	MC MASTER-CARR SUPPL	033	MATERIALS AND SUPPLI	\$543.27
283384	03/26/08	06	J AND R KEY HARDWARE	004	MATERIALS AND SUPPLI	\$386.89
283385	03/26/08	06	BARNES & NOBLE BOOKS	010	MATERIALS AND SUPPLI	\$146.11
283386	03/26/08	03	EDUCATIONAL ROBOT	008	REPAIRS BY VENDORS	\$195.76
283387	03/26/08	03	RENAISSANCE LEARNING	008	MATERIALS AND SUPPLI	\$260.97
283388	03/26/08	03	BARRETT ROBINSON INC	004	MATERIALS AND SUPPLI	\$828.94
283389	03/26/08	03	CREATIVE THERAPY STO	008	MATERIALS AND SUPPLI	\$278.60
283390	03/26/08	03	PORTLAND DOOR CONTRO	025	BLDG.-REPAIR MATERIA	\$568.75
283391	03/26/08	03	ONE STOP TONER AND I	013	MATERIALS AND SUPPLI	\$215.46

SAN DIEGUITO UNION HIGH
FROM 03/11/08 THRU 03/31/08

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
283392	03/26/08	03	SAN DIEGUITO TROPHY	010	MATERIALS AND SUPPLI	\$248.90
283393	03/26/08	03	EXPRESS PRINT	035	PRINTING	\$3,167.85
283394	03/26/08	06	GRANT-LINK	033	LIC/SOFTWARE	\$1,000.00
283395	03/26/08	13	PROMOSTITCH, INC	031	MATERIALS AND SUPPLI	\$1,036.26
283396	03/26/08	13	CORPORATE EXPRESS	031	MATERIALS AND SUPPLI	\$34.61
283398	03/26/08	06	FREDRICKS ELECTRIC I	025	MATERIALS AND SUPPLI	\$2,016.00
283399	03/26/08	03	FREDRICKS ELECTRIC I	025	MATERIALS AND SUPPLI	\$2,911.25
283400	03/26/08	03	FLINN SCIENTIFIC INC	004	MATERIALS AND SUPPLI	\$246.15
283401	03/26/08	03	CYBERGUYS (E-FILLIAT	004	MATERIALS AND SUPPLI	\$221.14
283402	03/26/08	03	CORPORATE EXPRESS	025	OFFICE SUPPLIES	\$196.35
283403	03/26/08	06	EDCO DISPOSAL CORPOR	033	RENTS & LEASES	\$240.00
283404	03/26/08	11	BARNES & NOBLE BOOKS	009	MATERIALS AND SUPPLI	\$1,237.40
283405	03/26/08	03	PLAZA PHOTO	010	MATERIALS AND SUPPLI	\$1,000.00
283406	03/26/08	03	WAXIE SANITARY SUPPL	021	CUSTODIAL SUPPLIES	\$185.93
283407	03/26/08	06	TROXELL COMMUNICATIO	004	NON CAPITALIZED EQUI	\$1,250.83
283408	03/26/08	03	ONE STOP TONER AND I	010	MATERIALS AND SUPPLI	\$506.34
283409	03/26/08	03	AMAZON.COM	010	MATERIALS AND SUPPLI	\$29.91
283410	03/26/08	03	CORPORATE EXPRESS	006	MATERIALS AND SUPPLI	\$989.75
283411	03/26/08	03	MULTIMEDIA LEARNING	008	MATERIALS AND SUPPLI	\$72.88
283412	03/26/08	03	SOUTHLAND TECHNOLOGY	008	MATERIALS AND SUPPLI	\$1,288.58
283413	03/26/08	03	ALPHA GRAPHICS	010	PRINTING	\$70.04
283414	03/26/08	03	HERFF JONES	013	OFFICE SUPPLIES	\$200.00
283415	03/26/08	03	SAN DIEGUITO TROPHY	013	OFFICE SUPPLIES	\$450.40
283417	03/26/08	03	SEASIDE HEATING AND	025	REPAIRS BY VENDORS	\$2,030.00
283418	03/26/08	03	BARNES & NOBLE BOOKS	008	MATERIALS AND SUPPLI	\$102.58
283419	03/26/08	03/06	RENAISSANCE LEARNING	008	MATERIALS AND SUPPLI	\$225.20
283420	03/26/08	03	LIBRARY VIDEO COMPAN	008	MATERIALS AND SUPPLI	\$688.74
283421	03/26/08	03	MCBEE SYSTEMS, INC.	022	PRINTING	\$129.59
283422	03/26/08	06	B AND H PHOTO-VIDEO-	013	NON CAPITALIZED EQUI	\$964.36
283423	03/26/08	03	GEN TEC SOLUTIONS IN	037	HAZARDOUS WASTE DISP	\$4,605.00
283424	03/27/08	03	CORPORATE EXPRESS	005	DUPLICATING SUPPLIES	\$2,499.80
283425	03/27/08	03	FRONTIER FENCE COMPA	025	REPAIRS BY VENDORS	\$3,559.00
283426	03/27/08	03	FRONTIER FENCE COMPA	025	REPAIRS BY VENDORS	\$870.40
283427	03/27/08	03	FRY'S	008	MATERIALS AND SUPPLI	\$300.00
283428	03/27/08	03	HERFF JONES	013	OFFICE SUPPLIES	\$1,632.41
283429	03/27/08	03	JOSTENS, INC.	005	MATERIALS AND SUPPLI	\$1,214.30
283430	03/27/08	03	WORLD RESEARCH COMPA	005	MATERIALS AND SUPPLI	\$210.18
283431	03/27/08	03	B AND H PHOTO-VIDEO-	005	MATERIALS AND SUPPLI	\$29.09
283432	03/27/08	03	ACADEMIC SUPPLIER	012	MATERIALS AND SUPPLI	\$83.30
283433	03/27/08	03	OFFICE DEPOT	005	MATERIALS AND SUPPLI	\$249.94
283434	03/28/08	03	RAPHAEL'S PARTY RENT	005	RENTS & LEASES	\$1,390.00
283435	03/28/08	06	SEARS COMMERCIAL SAL	030	NON CAPITALIZED EQUI	\$798.50
283436	03/28/08	03	CORPORATE EXPRESS	005	OFFICE SUPPLIES	\$64.71
283437	03/28/08	03	CORPORATE EXPRESS	014	MATERIALS AND SUPPLI	\$58.43
283438	03/28/08	03	CORPORATE EXPRESS	026	MATERIALS AND SUPPLI	\$35.69
283439	03/28/08	03	CORPORATE EXPRESS	026	MATERIALS AND SUPPLI	\$310.37
283440	03/28/08	03	ANNENBERG MEDIA	005	BOOKS OTHER THAN TEX	\$35.33
283441	03/28/08	06	B S N/SPORT SUPPLY G	005	MATERIALS AND SUPPLI	\$56.89
283442	03/28/08	06	EVERBIND/MARCO BOOK	005	MATERIALS AND SUPPLI	\$274.91
283443	03/31/08	06	STAGE LIGHTING STORE	014	NON CAPITALIZED EQUI	\$2,806.80
283444	03/31/08	06	SOLANA BEACH SCHOOL	030	OTHER SERV.& OPER.EX	\$90.00
283445	03/31/08	06	PSYCHOLOGICAL & EDUC	030	PROF/CONSULT./OPER E	\$200.00
680075	03/18/08	03	CORPORATE EXPRESS	001	STORES	\$635.66
680076	03/18/08	03	OFFICE DEPOT	001	STORES	\$348.72
680077	03/18/08	03	SOUTHWEST SCHOOL/OFF	001	STORES	\$318.78

SAN DIEGUITO UNION HIGH
FROM 03/11/08 THRU 03/31/08

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
680078	03/18/08	03	WAXIE SANITARY SUPPL	001	STORES	\$358.81
680079	03/19/08	03	SOUTHWEST PLASTIC BI	001	STORES	\$643.81
680080	03/25/08	03	WESCO DISTRIBUTION	001	STORES	\$362.04
680081	03/27/08	03	SOUTHLAND ENVELOPE C	001	STORES	\$1,061.88
680082	03/31/08	03	CORPORATE EXPRESS	001	STORES	\$2,620.14
780096	03/19/08	03	FREE FORM CLAY & SUP	014	REPAIRS BY VENDORS	\$375.00
780108	03/25/08	06	LAPTOPS PLUS - USA	035	REPAIRS BY VENDORS	\$85.00
780111	03/19/08	06	DION INTERNATIONAL	028	REPAIRS BY VENDORS	\$2,576.25
780113	03/12/08	03	FREE FORM CLAY & SUP	014	MATERIALS AND SUPPLI	\$113.08
780117	03/20/08	03	ONE STOP TONER AND I	035	REPAIRS BY VENDORS	\$350.62
780119	03/19/08	06	SNAP ON INDUSTRIAL	028	OTHER TRANSPORT.SUPP	\$43.42
780120	03/26/08	03	SUPERIOR READY MIX	025	BLDG.-REPAIR MATERIA	\$400.00
780121	03/19/08	06	OCEANSIDE TRANS UNLI	028	REPAIRS BY VENDORS	\$2,831.51
780122	03/26/08	06	BRODINGS BATTERY WHS	028	MATERIALS-REPAIRS	\$179.89
780123	03/25/08	03	H D SUPPLY WATERWORK	025	MATERIALS AND SUPPLI	\$258.47
780124	03/26/08	06	ADVANCED DIESEL INJE	028	MATERIALS-REPAIRS	\$90.67
880049	03/12/08	06	BIOCOM	022	CONFERENCE,WORKSHOP,	\$675.00
880050	03/19/08	06	FRANKLIN COVEY-REGIS	022	CONFERENCE,WORKSHOP,	\$373.45
880051	03/19/08	06	SAN DIEGO CO SUPERIN	022	CONFERENCE,WORKSHOP,	\$400.00
880052	03/25/08	06	SAN DIEGO CO SUPERIN	022	CONFERENCE,WORKSHOP,	\$5,400.00
880053	03/25/08	03	SAN DIEGO CO SUPERIN	022	CONFERENCE,WORKSHOP,	\$1,600.00
980062	03/12/08	25-18	GEOCON INCORPORATED	025	NEW CONSTRUCTION	\$3,742.27
REPORT TOTAL						\$369,556.68

INSTANT MONEY REPORT FOR THE PERIOD 03/11/08 THROUGH 03/31/08

<i>Check #</i>	<i>Vendor</i>	<i>Amount</i>
10350	SDCSPCA	\$50.00
10351	FEDEX	\$183.24
10352	FEDEX	\$200.00
10353	FEDEX	\$200.00
	<i>Total</i>	\$633.24

Individual Membership Listings
For the Period of February 26, 2008 through March 10, 2008

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
Michael Grove	National Middle Schools Association	\$219.00

San Dieguito Union High School District

INFORMATION FOR BOARD OF TRUSTEES

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 31, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Russell L. Thornton,
Executive Director of Operations
Stephen G. Ma,
Associate Superintendent, Business

SUBMITTED BY: Terry King, Acting Superintendent

SUBJECT: APPROVAL OF PROPOSED BOARD
POLICY REVISIONS #1330/AR-1
"COMMUNITY RELATIONS, PUBLIC USE OF
DISTRICT FACILITIES", and DELETE
#1330/AR-2 & AR-3 "USE FEE SCHEDULE"

EXECUTIVE SUMMARY

Proposed changes to the above cited policies and regulations went before the Board on March 20, 2008 for review. Board policy #1330/AR-1 will incorporate the Use Fee Schedules identified in AR-2 & AR-3 resulting in the deletion of AR-2 & AR-3.

RECOMMENDATION:

It is recommended that the Board approve the proposed Board Policy revisions to #1330/AR-1, "Community Relations, Public Use of District Facilities", and *delete* Board Policy #1330/AR-2 & AR-3, "Use Fee Schedule", as shown in the attached.

FUNDING SOURCE:

Not applicable.

RLT:cr

COMMUNITY RELATIONS

PROPOSED

1330/AR-1

PUBLIC USE OF DISTRICT FACILITIES

The following procedures and regulations regarding public use of District facilities are created in order to:

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds, and protect school facilities. If necessary, a person may be designated to supervise this task.
3. Ensure that the use of facilities or grounds is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.

Subject to Board Policies and Administrative Regulations, school facilities and grounds shall be available as a civic center to citizens residing in the District and community groups located in or whose membership includes District residents. As used in this regulation, "community group" is defined as a group of citizens, parent-teacher associations, parent foundations, scouting organizations, farmers' organizations, school-community advisory councils, senior citizens' organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities whose membership is comprised of residents of the District. Community groups may use school facilities and grounds for the following purposes:

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Administrative Regulation Issued: December 5, 1985

Administrative Regulation Revised: March 7, 1991

Administrative Regulation Revised: June 6, 1996

Administrative Regulation Revised: June 21, 2001

Administrative Regulation Revised: September 4, 2003

Administrative Regulation Draft: **March 20, 2008**

COMMUNITY RELATIONS

PROPOSED

1330/AR-1

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization.
4. Child care programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief of denomination.
7. A community youth center.
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
9. Other purposes deemed appropriate by the Governing Board.

School facilities and grounds may not be used for any of the following activities:

1. Use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or interferes with the regular conduct of school or school work.
3. Any use which is discriminatory in the legal sense or according to Board Policy.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Administrative Regulation Issued: December 5, 1985

Administrative Regulation Revised: March 7, 1991

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Administrative Regulation Revised: June 21, 2001

Administrative Regulation Revised: September 4, 2003

Administrative Regulation Draft: March 20, 2008

COMMUNITY RELATIONS

PROPOSED

1330/AR-1

4. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances on school property.
5. Any use of school facilities in areas, such as offices or computer rooms, containing records and confidential information.
6. Use of science rooms and other rooms containing hazardous chemicals or equipment that can not be used safely without special knowledge or skills.

Each school is responsible for scheduling the use of its school facilities and grounds. A calendar of activities scheduled for all school facilities and grounds is maintained at each school site. The purpose of the calendar is to provide meaningful information and to facilitate effective scheduling.

Reservation of Facilities and Grounds

When not in use for school programs, or undergoing maintenance, school facilities and grounds will generally be reserved for community use on a first-come, first-served basis.

In order to reserve the use of district-owned facilities or grounds, application must be made in writing on the approved form. Any persons applying for use of school property on behalf of any society, group or organization shall be either an officer or president of the Applicant organization or shall present a written authorization from the group to make the application.

Application Procedure for Individual School Use

An Applicant may request the use of a facility by phone or in person at each school site. The following procedure is observed when a request is made:

1. Determine eligibility of the Applicant under Board Policy and ensure that the use of facilities or grounds is not inconsistent with the use of the school facilities or grounds

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for school purposes and does not interfere with the regular conduct of school work.

2. Determine the availability of the facility by checking the calendar of activities and reserving it for use.
3. Inquire of Applicant the services and equipment required with use.
4. Inform Applicant of charges, insurance requirements, or any special requirements needed and secure a completed application. An application will be considered complete when it has been signed by the Applicant or an authorized representative of an Applicant organization, a certificate of insurance is attached, and all fees have been collected.
5. Application will be forwarded to the Principal for consideration and permit authorization.
6. When permit is granted, **a copy must be carried at all times by the user and presented upon demand. Failure to present a valid permit may result in immediate revocation of facility use privileges.**~~copies of the Application and Permit for Community Use of School Facilities or Grounds form are distributed as follows:~~

- ~~White copy — school office~~
- ~~Yellow copy — Maintenance/Operations~~
- ~~Pink copy — school custodian~~
- ~~Goldenrod copy — Applicant~~

School groups are to utilize a school facility request form for scheduling the use of school facilities or grounds after regular school hours. This form, signed by the faculty sponsor or chaperon, is to be submitted to the school principal or his/her designee who checks the school calendar of events to see if the facility is available.

Conflicts

Should there be any conflict of facility use between community organizations, every effort will be made to make alternative arrangements. If alternate accommodations are not possible, the

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principal or designee may use his/her discretion to resolve disputes. If each group has presented a complete application for facility use and is able to comply with the Use Fee Schedule and insurance requirements, the following additional factors may be taken into consideration:

1. Potential benefit to the school, the District, its students, or the community
2. The intended use of the facility and reasonable anticipated wear and tear
3. Ability to provide adequate custodial, grounds, technical, or other staff to comply with the request
4. Each group's history of using the facility, including, but not limited to:
 - Compliance with or abuse of the District's policies, procedures, rules, and regulations concerning facility use
 - Wear and tear on the facility
 - Timely payment of fees
 - Consecutive years of use

Any permit may be revoked without previous notice where conflicting dates have resulted or where need of the property for public school purposes has subsequently developed. For other causes, permits may be revoked at any time upon reasonable notice.

Conditions of Use

All rules and regulations of the Board and provisions of the Education Code are to be observed strictly by those using school property and facilities and grounds.

1. In the event of a change of plans, notice of cancellation must be given to the school 48 hours before the date of intended use in order to avoid financial obligation for all charges involved.
2. Upon receipt of notice that a permit has been issued to a non-school group for use, a regular employee will be assigned to open the building, etc., be in charge during the use, and to

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- close the building after the use. **(Staffing requirements can not be waived and shall be charged at the prevailing rates published herein. Weekend and holiday staffing rates will be charged at the prevailing overtime rate.)** The school district employee in charge of the building or grounds within or upon which any meeting may be held is empowered to take all necessary means to enforce the policies of the Board of Trustees, Administrative Regulations, and any applicable school rules.
3. An organization granted the use of school buildings or grounds may be permitted to use district equipment which is integral to the facility; i.e., projection screen, scoreboard, public address system.
 4. Persons or organizations using school premises, including a stage or stage equipment, shall not be permitted to remove or displace furniture, apparatus or equipment except when premises are under supervision of the school custodian in charge. Full details of equipment and personnel needed must be furnished in advance on the request for facilities or grounds.
 5. The school district employee in charge shall not permit any individual or group to use any room or part of the school, which is not requested and reserved in advance.
 6. School facilities shall not be used for commercial purposes on Sundays or holidays without special authorization by the Board.

Cafeteria Use

When the cafeteria cooking facilities are requested, the cafeteria supervisor will be notified in order that appropriate personnel may be assigned to open the kitchen and supervise the use of the equipment. **(Staffing requirements can not be waived and shall be charged at the prevailing rates published herein. Weekend and holiday staffing rates will be charged at the prevailing overtime rate.)** Commercial caterers are not allowed the use of lunchroom facilities. Any breakage, damage or loss of equipment shall be paid for by the organization using the kitchen facilities. Cost shall be established, and the organization invoiced by the Business Office. No children shall be allowed in the kitchen area. The cash

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registers cannot be used to record sales.

Payment for Use

Charges shall be determined from the Use Fee Schedule at the time the permit is issued. Fees must be paid at the school office at the time the application is made unless other arrangements have been made.

USE FEE SCHEDULE

The following fee schedule shall apply to groups for which charges are applicable for the use of district facilities and grounds as provided by Board policy. Use of all district facilities and grounds are subject to a 2-hour minimum reservation, **except where otherwise noted.**

1. The use of school facilities is granted without charge for school-sponsored activities and to student clubs whose activities are directly related to or for the benefit of District schools. School-sponsored activities are those that are organized/advised and supervised by District staffs that are being paid by the District for organizing/advising and supervising the activity.
2. **The District recognizes and appreciates the fundraising activities conducted by School-Connected Organizations on behalf of District schools. Use of school facilities is granted without charge to School Connected Organizations for their official activities, except as noted in Section 3 below.**
 - a. **School-Connected Organizations are the official, recognized parent groups and educational foundations organized and operating under District oversight as provided for in Board Policies 1230 and 1231. School-Connected Organizations exist solely for the benefit of District schools. The official School-Connected Organizations are:**
 - i. **Canyon Crest Academy Foundation**
 - ii. **La Costa Canyon High School Foundation**
 - iii. **San Dieguito Academy Foundation**
 - iv. **Torrey Pines High School Foundation**

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- v. Carmel Valley Middle School Parent-Teacher-Student Association
 - vi. Diegueño Middle School Parent-Teacher-Student Association
 - vii. Earl Warren Middle School Parent-Teacher-Student Association
 - viii. Oak Crest Middle School Foundation
- b. School-Connected Organization activities are those which are organized, supervised, and insured by the organization, and its employees, contractors, and volunteers with any revenue from the activity collected by the organization's representatives and deposited in its private bank accounts.
3. School-Connected Organizations will be subject to the following charges:
- a. All custodial expenses incurred as a result of the activity according to rates listed in the official Facility Use Fee Schedule
 - b. In accordance with California Interscholastic Federation San Diego Section bylaw 600.2, all use of school athletic facilities and equipment by School-Connected Organizations for the purpose of Outside Season of Sport camps, clinics, tournaments, etc conducted in CIF sports in which the school competes are subject to the same charges and fees applicable to all outside groups. No special treatment or favoritism must be shown to applicant School-Connected Organizations, coaches, or athletes, and all applicable procedures for facility use rental as described in this administrative regulation must be followed.
4. Activities sponsored by groups and organizations other than the District, **its student clubs, or official School-Connected Organizations** are considered to be outside activities and subject to the charges identified below, even if the organizer is employed by the District in another capacity.
52. All groups granted facility use under the Civic Center Act shall be charged for the District's direct costs, as determined by the Superintendent or designee. If the group

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granted facility use will charge an admission or solicit contributions and the net receipts are not to be expended for charitable purposes or for the welfare of the District's students, then it shall be charged Fair Rent Use as defined below. As used in this section, "direct costs" include those costs of supplies, utilities, custodial services, services of any other District employees, and salaries paid District employees necessitated by the organization's use of school facilities and grounds.

63. Groups granted facility use under the Civic Center Act shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students. Fair rent value shall include the direct costs as defined above, plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

74. Any group, corporation, or organization not entitled to use under the Civic Center Act may be charged fair rental value when use of school facilities or grounds is granted.

~~Facility use fees shall be divided between the Facilities Maintenance Department (one third) and the school site (two thirds) to cover their operating expenses.~~

Protection of District Assets

Community groups, **School-Connected Organizations**, ~~of~~ or persons using school facilities or grounds shall be liable for any injury, death, or other damages resulting from its negligent acts, errors or omissions, or willful or malicious actions during such use and shall defend and indemnify the District from any loss, claim, suit, action, demand, or expense, including attorney's fees and costs. The community group or person shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

Prior to the approval of the application and Permit for Use of School the applicant shall submit to the Superintendent or designee, a certificate of insurance for comprehensive general liability insurance with a minimum limit of \$1,000,000 per

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occurrence. Except where exempt by law, groups shall be required to include the "San Dieguito Union High School District, its Board of Trustees, officers, employees, and agents, both individually and collectively" as additional insured by endorsement on their liability policies.

The Superintendent or designee may require a hold harmless agreement and/or higher insurance limits when warranted by the type of activity or the specific facility being used.

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**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 FEE SCHEDULE FOR GENERAL FACILITY USE**

<u>FACILITY USE</u>	<u>DIRECT COST</u>	<u>COMMERCIAL USE</u>	<u>COMMENTS</u>
CLASSROOM (Basic)	\$ 20.00/hr.	\$ 60.00/ hr.	
CLASSROOM (Specialty)	\$ 30.00/hr.	\$ 80.00/ hr.	
CAFETERIA (Dining Room Only)	\$ 40.00/hr.	N/A	
DINING ROOM with Kitchen Includes Food Service Supervisor	\$ 80.00/hr.	N/A	
GYMNASIUM Playing Floor Only	\$ 75.00/ hr. \$300.00/ day	\$ 150.00/ hr. \$1250.00/ day	Plus Custodial Cost (2 hr. minimum)
Floor & Locker room	\$100.00/ hr. \$400.00/ day	\$ 250.00/ hr. \$2500.00/ day	Plus Custodial Cost (2 hr. minimum)
PLAYING FIELDS	\$ 25.00/ hr. \$100.00/ day	\$ 50.00/ hr. \$ 300.00/ day	Plus 2 hr. clean up for day use
Baseball Field (Varsity)	\$ 40.00/ hr. \$200.00/ day	\$ 75.00/ hr. \$ 500.00/ day	Plus 2 hr. clean up for day use
Football Stadium	\$ 75.00/ hr., (4 hr min.) \$500.00/ day	\$ 250.00/ hour (4 hr min.) \$1500.00/ day	4 hr. clean up
Football Stadium with lights	\$125.00/ hr.	\$ 300.00/ hr.	4 hr. clean up
Locker Room/Restroom	\$ 25.00/ hr. \$200.00/ day	\$ 100.00/ hr. \$ 750.00/ day	
Concession	\$ 25.00/ hr. \$200.00/day	\$ 100.00/ hr. \$750.00/day	
PARKING LOT	\$ 75.00/ day	\$ 250.00/ day	Plus 2 hr. clean up
MULTI-PURPOSE ROOM(S)	\$ 50.00/ hr.	\$ 150.00/ hr.	Plus 2 hr. clean up
HARD COURTS	\$ 10.00/ hr. \$ 50.00/ day	\$ 25.00/ hr. \$ 150.00/ day	
TENNIS COURTS	\$ 50.00/ hr.	\$ 150.00/ hr.	Plus 2 hr. clean up

~~Custodial Rate: \$30.00 per hour
 Grounds Rate: \$30.00 per hour~~

FACILITY USE	DIRECT COST		COMMERCIAL USE		COMMENTS
	Proposed	Current	Proposed	Current	
Classroom (Basic)	\$35/hr 2 Hr Min	\$20/hr	\$80/hr	\$60/hr	
Classroom (Specialty)	\$45/hr 2 Hr Min	\$30/hr	\$100/hr	\$80/hr	
Multi-Purpose Room (Crest Hall, Mustang Center, etc.)	\$75/hr 2 Hr Min	\$50/hr	\$175/hr	\$150/hr	Custodial charged at actual rental hours + one
Kitchen w/Nutrition Services Staff	\$80/hr 4 Hr Min	\$80/hr 4 Hr Min	\$150/hr 4 Hr Min	N/A	Must be operated & sanitized by district personnel
Performing Arts/Theaters					
PAC - MS House Lights/Microphone Only	\$125/hr 2 Hr Min	N/A	\$250/hr	N/A	Plus minimum custodial charge of 3 hours.
PAC - MS With Theater Tech	\$125/hr 2 Hr Min	N/A	\$250/hr	N/A	Plus minimum custodial charge of 3 hours and Theater Tech for sound board/lights operation.
VPAC - HS House Lights/Microphone Only Plus \$300 Day of Production	\$150/hr 2 Hr Min	\$70/hr	\$400/hr 2 Hr Min	\$200/hr	Plus minimum custodial charge of 3 hours.
VPAC - HS Requires Theater Tech Plus \$300 Day of Production	\$150/hr 2 Hr Min	\$70/hr	\$400/hr 2 Hr Min	\$200/hr	Plus minimum custodial charge of 3 hours and Theater Tech for sound board/lights operation.
Amphitheater (Outdoor)	\$75/hr 2 Hr Min	N/A	\$175/hr 2 Hr Min	N/A	Plus minimum custodial charge of 3 hours.
Black Box Theater Requires Theater Tech	\$100/Hr 2 Hr Min	N/A	\$200/hr 2 Hr Min	N/A	Plus minimum custodial charge of 3 hours.
Athletics (Fields & Courts)					
Multi-Purpose Fields	\$50/hr \$250/Day	\$25/hr \$100/Day	\$100/hr \$500/Day	\$50/hr \$300/Day	Plus minimum custodial charge of 3 hours & field lining costs
Baseball (Varsity)	\$75/hr \$350/Day	\$40/hr \$200/Day	\$125/hr \$1000/Day	\$50/hr \$500/Day	Plus minimum custodial charge of 3 hours.

~~Custodial Rate: \$30.00 per hour~~
~~Grounds Rate: \$30.00 per hour~~

FACILITY USE	DIRECT COST		COMMERCIAL USE		COMMENTS
	Proposed	Current	Proposed	Current	
Athletics (Fields & Courts)					
Gymnasium	\$125/hr \$600/Day	\$100/hr \$400/Day	\$300/hr \$3000/Day	\$250/hr \$2500/Day	Plus minimum custodial charge of 3 hours.
Auxiliary Gymnasium	\$75/hr \$350/Day	N/A	\$175/hr \$1750/Day	N/A	Plus minimum custodial charge of 3 hours.
Stadium (Grass) Daylight Use 4 Hr Min	\$100/hr \$650/Day Daylight Use	\$75/hr \$500/Day	\$250/hr \$1500/Day Daylight Use	\$250/hr \$1500/Day	Plus minimum custodial charge of 3 hours.
Stadium (Grass) with Lights 4 Hr Min	\$175/hr	\$125/hr	\$300/hr 4 Hr Min	\$300/hr	Plus minimum custodial charge of 3 hours
Stadium (Turf) Daylight Use 4 Hr Min	\$175/hr \$1200/Day Daylight Use	\$150/hr	\$550/hr \$3000/Day Daylight Use	\$500/hr	Plus minimum custodial of 3 hours
Stadium (Turf) with Lights	\$225/hr	\$200/hr	\$575/hr	\$550/hr	Plus minimum custodial of 3 hours
Concession Stands	\$25/hr \$200/Day	\$25/hr \$200/Day	\$100/hr \$750/Day	\$100/hr \$750/Day	
Hard Courts	\$50/Half Day \$100/Day	\$10/hr \$50/Day	\$100/Half Day \$200/Day	\$25/hr \$100/Day	
Tennis Courts (Per Court)	\$25/hr/court	\$50/hr \$200/Day	\$50/hr/court	\$25/hr \$1000/Day	Group rentals are 2 hour minimum (# courts x rate)
Parking Lots	\$100/Half Day \$200/Day	\$75/Day	\$200/Half Day \$350/Day	\$250/Day	

Staffing Conditions/Charges:

Staffing requirements for facilities use can not be waived. Rates as follows:

Custodian \$42/hr; Grounds Keeper \$48/hr; Nutrition Services \$44/hr; Theater Tech \$43/hr.

Facility use permits must be carried by the renter at all times while on campus and presented on demand. Failure to present permits upon demand may result in revocation of privileges.

~~Custodial Rate: \$30.00 per hour~~
~~Grounds Rate: \$30.00 per hour~~

~~COMMUNITY RELATIONS~~

DELETE POLICY

1330/AR-2

~~USE FEE SCHEDULE~~

~~The following fee schedule shall apply to groups for which charges are applicable for the use of district facilities as provided by Board policy. Use of the David H. Thompson Performing Arts Center is subject to a 4-hour minimum reservation.~~

FACILITY	DIRECT COST	COMMERCIAL USE
David H. Thompson Performing Arts Center	\$70/hour (4 hr min.) \$300 day of performance in addition to hourly rate. Plus 4 hr clean up OR \$3,750 one week rental (fee includes rehearsal time and performance day)	\$200/hour(4 hr min.) \$600 day of performance in addition to hourly rate. Plus 4 hr clean up ————OR \$7,500 one week rental (fee includes rehearsal time and performance day)

~~The rental of the David H. Thompson Performing Arts Center includes use of the theater space, lobby area, box office, concession stand, dressing rooms, two microphones, lectern, the general auditorium lights and lighting for the stage area and custodian. Rental hours during the weekdays are limited to 3:00 p.m. to 10:00 p.m.~~

~~INSURANCE~~

~~A certificate of insurance designating San Dieguito Union High School District as additional named insured, evidencing commercial general liability in the amount of \$1,000,000 (one million dollars), per occurrence. Said certificate of insurance, with confirmation of district's additional insured status, shall be filed with the superintendent, school principal, or his/her designee at La Costa Canyon High School, before use is made of theater.~~

~~FEE DEPOSIT~~

~~All fees collected for use of the David H. Thompson Performing Arts Center will be deposited in a separate account with the district to be used to defray costs associated with the maintenance and upkeep of the facility~~

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~~COMMUNITY RELATIONS~~

DELETE POLICY

1330/AR-3

USE FEE SCHEDULE

In addition to the regulations and procedures contained in ~~1330/AR-1~~
Public use of District Facilities, the following regulations shall apply to users of Torrey Pines High School stadium:

The following fee schedule shall apply to groups for which charges are applicable for the use of District facilities as provided by Board policy. Use of the Torrey Pines High School stadium is subject to a 4 hour minimum reservation.

FACILITY	DIRECT COST	COMMERCIAL	COMMENTS
TPHS Stadium	\$150/hour —(4 hr min.) \$1,000 per day	\$500/hour —(4 hr min.) \$3,000 per day	Plus \$120 (4hr custodial —cleanup)
Stadium with —lights	\$200/hour	\$550/hour	
Locker Room/ —Restroom	\$25/hour or \$200 per day	\$100/hour \$750 per day	
Concession	\$25/hour or \$200 per day	\$100/hour \$750 per day	

The rental of the Torrey Pines stadium includes the use of parking lots. The use of associated facilities (Locker room, concession) will be an additional fee according to the above fee schedule.

FEE DEPOSIT

Fees collected for the Torrey Pines stadium will be deposited in a separate account, which the District will use exclusively to replace the field and track surface at the end of its useful life.

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San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Frederick Labib-Wood
Director of Classified Personnel

SUBMITTED BY: Terry King
Interim Superintendent

SUBJECT: Adoption of Proposed New Board
Policy 4216.3-09.3 Class Description for
Director of Student Information
Services and Salary Allocation

EXECUTIVE SUMMARY

This item is on the Agenda for second reading and adoption.

Over the past two years, there has been a substantial reduction in positions in the Educational Services Department due to budget constraints and reorganization of the Department. These positions include:

- Multi-Media Technicians district-wide
- Project Specialist
- Administrative Secretary
- Testing Assistant – Bilingual
- Director of Instructional Support

These actions have saved the district over \$530,811 in salaries and benefits over the last two years.

After completion of the first two years of the Aeries student information system, an assessment has been made to restructure the management responsibilities and program activities in Educational Services to plan, manage, direct, and control activities of this system and other activities directly related to improving student achievement. Therefore, the District is recommending the creation of a new director position (Director of Student Information Services).

At its regular meeting of April 8, 2008, the Personnel Commission will consider the recommendation to allocate this new management classification at a proposed new range on management salary schedule:

Step 1 \$76,982 Step 2 \$80,829 Step 3 \$84,871 Step 4 \$89,113
maintaining a reasonable internal relationship between this class and existing classified management positions such as Director of Transportation and Director of Nutrition Services whose range is:

Step 1 \$85,604 Step 2 \$89,882 Step 3 \$94,377 Step 4 \$99,040.

RECOMMENDATION:

That the Board adopt the proposed new policy and approve allocation to the recommended level on the management salary schedule.

FUNDING SOURCE:

District General Fund.

Attachment

CLASSIFIED PERSONNEL

4216.3-09.3

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For Board Agenda 4/17/2008

DIRECTOR OF STUDENT INFORMATION SERVICES**OVERALL JOB PURPOSE STATEMENT:**

Under the direction of the Executive Director of Curriculum and Assessment, the Director of Student Information Services coordinates the analysis of assessment and student achievement data; manages and ensures the accuracy of the student information system as it relates to attendance, transcripts, grading, residency, standardized testing, college entrance testing, and Federal and State reporting; provides leadership in establishing district norms in student data reporting; collects and identifies student achievement data to be used by the District to assess the effectiveness of instructional programs; provides technical expertise and assistance to school site and District administration to assist them in identifying and analyzing identify and analyze the most useful student data for their application in improving to be used to improve the quality of classroom instruction as well as in assessing to assess the effectiveness of District-wide instructional programs.

DISTINGUISHING CHARACTERISTICS

The Director of Student Information Services is a single-position, management classification responsible for planning, directing, supervising and controlling a District-wide program that ensures the integrity, comprehensiveness, accuracy, responsiveness, and applicability of all elements of the student information data system to support the District's information needs with respect to attendance, to the quantitative assessment of the effectiveness of District instructional programs, and to reporting mandates and requirements of Federal, State and local agencies.

ESSENTIAL FUNCTIONS

- * Plan, direct & supervise the collection, maintenance, and integrity of student and staff data necessary to prepare, verify, and submit reports to Federal and State agencies and other entities for the purposes of complying with applicable laws, rules and procedures to ensure general and special funding for District programs.
- * Develop and implement training to District and site level staff (classified, administrators, and teachers) on all elements of data query using the student information system (Aeries) for the purpose of introducing them to school and student data, data analysis, and facilitation of query

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DIRECTOR OF STUDENT INFORMATION SERVICES

activities for use of data at sites, in departments, and district-wide.

- * Plan, direct, and implement a program of data analysis and interpretation of standardized testing (e.g. STAR, AP, ACT, SAT, SAT II, and benchmark assessments) for the purpose of communicating performance data to site administrators and teachers for their use in analyzing student achievement and the effectiveness of instructional programs.
- * ~~Design and present training to administrators and teachers for the purpose of enhancing their utilization of test data and for developing benchmark test development and applying test results to educational programs.~~
- * Monitors the efficiency and effectiveness of site personnel who carry out data management functions at the sites (e.g., registrars, attendance staff, etc.) for the purpose of providing site managers with work performance data pertinent to their evaluation of site staff.
- * Develop policies and procedures on use of student information system (Aeries) to ensure efficient and effective use of information for daily operations and for testing of students.
- * Develop, and ensure application and adherence to, District-wide standards for data management to ensure consistency, accuracy and equity in the collection, retention, use and interpretation of information for academic records (e.g. course values on transcripts, interpretation of transcripts, updates from UC and CSU systems) by registrars and other site personnel who process student information.
- * Represent the District to the Articulation Analysis Department in the Office of the President of the University of California (UC) and the California State University (CSU) for the purpose of evaluating District course offerings and ensuing approval of UC/CSU for new course offerings.
- * Attends meetings conducted by the State and the County Office of Education for the purpose of ensuring District adherence to new requirements and protocols and for system planning and data exchange with outside agencies.

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DIRECTOR OF STUDENT INFORMATION SERVICES

- * Conducts performance evaluations of immediate staff for the purpose of adhering to performance evaluation schedules, developing staff and maintaining work standards.
- * Conducts selection interviews and training for the purpose of replacing staff at turnover and developing new hires.

OTHER JOB FUNCTIONS

- * Performs other related duties as assigned to ensure the efficiency and effectiveness of the work unit.

JOB REQUIREMENTS: Minimum Qualifications**Skills, Knowledge and/or Abilities Required:**

SKILLS are required to perform multiple, highly complex, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: directing the preparation and maintenance of accurate records and complex information systems (e.g., Aeries, CSIS, OCR, WASC, CBEDS); operating standard office equipment; using pertinent software applications; applying techniques of data gathering and analysis to the assessment of instructional programs; applying principles of supervision and management.

KNOWLEDGE is required perform advanced math including statistical calculations; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes:

Laws, policies, regulations, and procedures for the collection, maintenance, and processing of student information;

Data warehousing, especially techniques, methods, systems and terminology of student data management, collection, maintenance, analysis, and reporting;

Conceptual design process.

Database design and management of SQL.

Programming in SQL.

Documentation standards, including procedures and definitions for metadata.

CLASSIFIED PERSONNEL

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For Board Agenda 4/17/2008

DIRECTOR OF STUDENT INFORMATION SERVICES

Legal responsibilities and restrictions as they apply to access control and privileges for security.

Principles and practices of effective training, supervision, leadership and program management.

Interpersonal skills appropriate to occasion and using tact, patience and courtesy.

ABILITY is required to schedule a number of activities, meetings, and/or events; routinely gather, collate, and/or classify data; and use job-related equipment.

Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using standardized methods.

Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize a variety of types of job-related equipment.

In working with others, independent problem solving is required to analyze issues and create action plans.

Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant.

Specific abilities required to satisfactorily perform the functions of the job include:

working with detailed information/data;

communicating with diverse groups;

maintaining confidentiality;

meeting deadlines and schedules;

setting priorities;

analyzing laws and regulations;

use pertinent software applications to accomplish program requirements.

Responsibilitiyt

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; directing other persons within a small work unit; and supervising the collection and analysis of student data for multiple sites. Utilization of significant resources from other work units is sometimes required to perform the job's functions. There is some opportunity to significantly impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional

CLASSIFIED PERSONNEL

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For Board Agenda 4/17/2008

DIRECTOR OF STUDENT INFORMATION SERVICES

lifting, carrying, pushing, and/or pulling; some climbing and balancing; some stooping, kneeling, crouching, and significant fine finger dexterity. Generally the job requires 60% sitting, 20% walking, and 20% standing. The job is performed under minimal temperature variations and in a generally hazard-free environment.

Education and Experience

Education and experience equivalent to a Bachelor's Degree in business, public or educational administration, mathematics, management information systems, or related, plus three years full-time experience working directly with student information systems. Additional qualifying experience may be substituted for the educational requirement on the basis of one year of experience for 30 semester/45 quarter units.

Required Testing Pre-employment proficiency test.

Certificates Valid California Class C Driver's License & Evidence of Insurability.

Clearances Criminal Justice Fingerprint/Background Clearance and Tuberculosis Clearance.

Continuing Education/Training Ongoing as appropriate to maintain currency in student information systems management.

FLSA Status: Exempt Salary Range: Management

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Frederick Labib-Wood
Director of Classified Personnel

SUBMITTED BY: Terry King
Interim Superintendent

SUBJECT: Adoption of proposed New Board
Policy 4216.3-03.3 Class Description for
Director of Planning and Financial
Management and Salary Allocation

EXECUTIVE SUMMARY

This item is on the Agenda for second reading and adoption.

Over the past two years, there has been a substantial reduction in management positions as a result of retirements. The eliminated / unfilled positions include:

- Not filling the Director of Purchasing when Nettie March retired.
- Not filling the Director of Risk Management after Eric Dill was promoted to Executive Director of Business Services.
- Not filling the Grounds Supervisor position after Doug Johnsen retired.
- Not filling the Director of Facilities Planning position after Steve Ma was promoted to the Associate Superintendent of Business Services.

These actions have saved the district approximately \$845,096 in salaries and benefits over the last two years.

In reviewing the planning function and the need for additional financial management work (i.e. internal audit), the District is recommending the creation of a new director position (Director of Planning and Financial Management). The development of the Facilities Action Plan over the next 6-9 months will clearly highlight the need for an enhanced planning function in the future as funding issues are resolved.

At its regular meeting of April 8, 2008, the Personnel Commission will consider the recommendation to allocate this new management classification at a proposed new range on management salary schedule:

Step 1 \$76,982 Step 2 \$80,829 Step 3 \$84,871 Step 4 \$89,113
maintaining a reasonable internal relationship between this class and existing classified management positions such as Director of Transportation and Director of Nutrition Services whose range is:

Step 1 \$85,604 Step 2 \$89,882 Step 3 \$94,377 Step 4 \$99,040.

RECOMMENDATION:

That the Board adopt the proposed new policy and approve allocation to the recommended level on the management salary schedule.

FUNDING SOURCE:

District General Fund, Categorical Funds and Special Funds.

Attachment

CLASSIFIED PERSONNEL**4216.3-03.3**1¹⁶ of 165

For Board Agenda 4/17/2008.

DIRECTOR OF PLANNING & FINANCIAL MANAGEMENT**OVERALL JOB PURPOSE STATEMENT:**

Under the general direction of the Associate Superintendent/Business, the Director of Planning and Financial Management, plans, organizes, directs, and controls the District's internal auditing program and the District's planning program including Mello-Roos bond and tax collection for facility project funding; conducts examinations of the District's fiscal and operational records, processes, systems, procedures, and internal controls including compliance reviews of Federal, State, local and private grants and special, categorically funded programs; performs economy and efficiency audits and special analyses; prepares written audit reports and recommends appropriate improvements to financial systems and to operational processes.

DISTINGUISHING CHARACTERISTICS

The Director of Planning & Financial Management is a single-position management classification responsible for planning, directing, and supervising programs to conduct ongoing facilities and program planning, to maintain capital financing, and to ensure internal auditing of financial and operational programs. To accomplish program objectives, this classification identifies and develops data sources for projecting future trends; designs, implements, and monitors data collection and program auditing systems and activities; and develops and prepares reports and recommendations for District action.

ESSENTIAL FUNCTIONS

- * Plans, directs and administers the District's Mello-Roos bond program for the purpose of monitoring monthly auctions, analyzing debt service payments, and coordinating with counterparty, credit agencies, and other financial consultants, and for accounting for the use of bond proceeds.
- * Administers the District's nine Community Facilities Districts (CFD) for the purpose of ensuring that appropriate taxes are levied and collected, coordinating completion of all compliance reports, and processing annexations when appropriate.
- * Directs the activities of the District's developer fee program for the purpose of ensuring timely and accurate collections,

CLASSIFIED PERSONNEL**4216.3-03.3**

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For Board Agenda 4/17/2008.

DIRECTOR OF PLANNING & FINANCIAL MANAGEMENT

appropriate accounting of collections and expenditures, and preparation and submission of all compliance and needs reports.

- * Represents the District to the Office of Public School Construction, the State Department of Education, the County Office of Education and other agencies for the purpose of presenting, garnering support for and gaining funding and approval for facilities projects.
- * Reviews mitigation and developer agreements for the purpose of determining appropriate rates, methods, and amounts of special taxes and fees.
- * Coordinates activities and projects with the staffs of county and city governments and with developers to determine the impact of development on the District's plans for school facilities and for gaining necessary financial agreements from developers to secure the District's interests.
- * Coordinate information sharing and decision-making processes with elementary districts for the purpose of resolving issues of the impact of projects and proposed developments and for developing a coordinated response on planning issues affecting all districts.
- * Develops and coordinates studies and projections of District enrollment to ensure accurate information on which to base plans for future use and maintenance of all facilities.
- * Directs and coordinates District student attendance accounting activities to ensure accurate and timely attendance reporting to support the general fund revenue.
- * Plans, directs, organizes, and controls the District's internal audit program.
- * Establishes policies and standards for auditing activities.
- * Conducts internal audits.
- * Develops and maintains audit procedures manuals.
- * Directs the examination of, and examines, financial records, procedures, operational accounting systems, and organizational units for the purpose of determining compliance applicable

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For Board Agenda 4/17/2008.

DIRECTOR OF PLANNING & FINANCIAL MANAGEMENT

standards, government laws and regulations, requirements of funding agencies, contractual obligations and District policies.

- * Develops and implements a comprehensive audit program for the purpose of evaluating management controls over all financial activities, including examining and reporting on the effectiveness of management in meeting goals, safeguarding assets, and ensuring compliance with established policies and procedures.
- * Prepares written reports of findings and recommended improvements.
- * Conducts special audits and studies as directed for the purpose of ensuring compliance, developing improvements to financial and other management systems.
- * Provides technical assistance to management, faculty, and staff for the purpose of improving systems of accountability and control and determining compliance with recommendations of auditors.
- * Establishes and maintains processes to monitor management's compliance and adherence with recommended changes.
- * Conducts selection interviews and training for the purpose of replacing staff at turnover and developing new hires.
- * Conducts performance evaluations of immediate staff for the purpose of adhering to performance evaluation schedules, developing staff and maintaining work standards.

OTHER JOB FUNCTIONS

- * Performs other related duties as assigned to ensure the efficiency and effectiveness of the work unit.

ESSENTIAL JOB REQUIREMENTS - QUALIFICATIONS**Skills, Knowledge and/or Abilities Required:**

SKILLS are required to perform multiple, highly complex, technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to

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DIRECTOR OF PLANNING & FINANCIAL MANAGEMENT

satisfactorily perform the functions of the job include: directing the preparation and maintenance of accurate records and complex information systems; operating standard office equipment; using pertinent software applications; applying techniques of data gathering and analysis, trend projections and auditing methods; applying principles of supervision and management.

KNOWLEDGE is required to perform advanced math; review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes:

- Legal provisions for residential project approvals including EIR'S and mitigation;
- Facility financing methods, procedures and requirements;
- State codes and regulations and district policies;
- Uniform building codes;
- Methods and terminology used in contracting, real estate transactions, insurance and accounting;
- Methods, procedures and techniques of financial and program auditing and evaluating efficiency and effectiveness of management controls and compliance with program requirements.

ABILITY is required to schedule a number of activities, meetings, and/or events; routinely gather, collate, and/or classify data; and use job-related equipment.

Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using standardized methods.

Ability is also required to work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes; and utilize a variety of types of job-related equipment.

In working with others, independent problem solving is required to analyze issues and create action plans.

Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant.

Specific abilities required to satisfactorily perform the functions of the job include:

- working with detailed information/data;
- communicating with diverse groups;

CLASSIFIED PERSONNEL

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For Board Agenda 4/17/2008.

DIRECTOR OF PLANNING & FINANCIAL MANAGEMENT

maintaining confidentiality;
 meeting deadlines and schedules;
 setting priorities;
 analyzing laws and regulations;
 using pertinent software applications.

Establishing and maintaining processes to monitor, control, and ensure compliance with changes.

Responsibility

Responsibilities include: working independently under broad organizational guidelines to achieve unit objectives; directing other persons within a small work unit; and supervising the use of funds for multiple departments. Utilization of significant resources from other work units is sometimes required to perform the job's functions. There is some opportunity to significantly impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some climbing and balancing; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 70% sitting, 15% walking, and 15% standing. The job is performed under minimal temperature variations and a generally hazard free environment.

Education and Experience

A combination of job related experience and training equivalent to a Bachelor's degree in business, public or educational administration or related field and at least two years of professional-level experience beyond the Bachelor's degree level in State school construction funding programs, school business management, city or county planning related to schools, and/or financial management experience that includes auditing and analysis of financial management systems and program operations.

Required Testing Pre-employment proficiency test.

Certificates Valid California Class C Driver's License & Evidence of Insurability

Clearances Criminal Justice Fingerprint/Background Clearance
 Tuberculosis Clearance

CLASSIFIED PERSONNEL

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For Board Agenda 4/17/2008.

DIRECTOR OF PLANNING & FINANCIAL MANAGEMENT

Continuing Education/Training Ongoing as appropriate to maintain currency in school financial planning, auditing, and development.

FLSA Status Exempt Salary Range Management

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 3, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED AND SUBMITTED BY: Terry King, Interim Superintendent

SUBJECT: LAN PLATFORM, 2008

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EXECUTIVE SUMMARY

The San Dieguito Legislative Action Network has drafted and approved the attached Legislative Platform for 2008. It was brought to you to seek your input and support at the meeting of March 20, 2008. The Platform will be shared with the North Coast Education Legislative Action Network.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the San Dieguito LAN Legislative Platform.

FUNDING SOURCE:

Not applicable

PL/bb

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

LEGISLATIVE ACTION NETWORK

2008 Legislative Platform

- Reject the Governor's proposed budget as unacceptable and inadequate (State)
- Support full funding per Proposition 98 (State)
- Fully fund Special Education at the 40% level in federal law and prohibit the State from retaining those funds (Federal & State)
- Increase State funding per the adequacy studies of 2006-2007. Southern California will not be 46th in the nation in per pupil spending (State)
- Encourage reconsideration of Proposition 13, the Vehicle License Fee, sales tax, etc. as revenue generators (State)
- Address relief for districts experiencing declining enrollment (State)
- Annually reimburse all school districts for mandated costs (State)
- Continue efforts with the federal government to address escalating requirements of NCLB, which already strain limited resources (Federal)

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Terry King
Associate Superintendent, Human Resources

SUBMITTED BY: Terry King, Interim Superintendent

SUBJECT: RESOLUTION DECLARING MAY 14, 2008
AS THE "DAY OF THE TEACHER"

EXECUTIVE SUMMARY

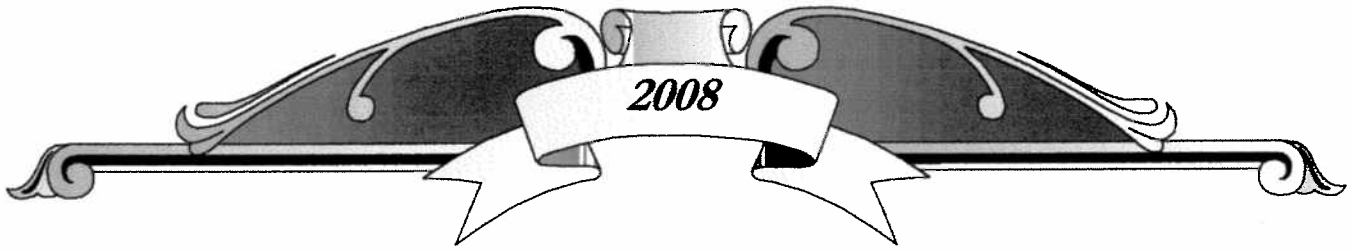
The California State Legislature adopted the 2nd Wednesday in May of each year as the "Day of the Teacher" by passage of SB 1552 (Campbell) in 1986.

On behalf of the more the 550 certificated employees in the San Dieguito Union High School District, this is an opportunity to join the State Legislature and other school boards to honor the important services of the districts' certificated employees by adopting a resolution declaring March 14, 2008 as "The Day of the Teacher." A resolution is attached for adoption by the Board of Trustees.

RECOMMENDATION: It is recommended that the Board of Trustees adopt the attached resolution.

FUNDING SOURCE: N/A

Attachment



SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

RESOLUTION DESIGNATING MAY 14, 2008 AS
DAY OF THE TEACHER

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of teachers; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, teachers are a source of caring, concern, counseling, empathy, warmth and love; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance; and

WHEREAS, teachers in the San Dieguito Union High School District have made a crucial difference in the lives of students in the District;

NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees joins with the California Parent Teacher Association in declaring May 14, 2008 as "Day of the Teacher."

PASSED AND ADOPTED this 17th day of April 2008 at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

Beth Hergesheimer, President
San Dieguito UHSD Board of Trustees

Joyce Dalessandro, Vice-President

Linda Friedman, Clerk

Barbara Groth, Member

Deanna Rich, Member



San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 28, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: John Addleman, Facilities Planning Analyst
Stephen G. Ma, Assoc. Supt. of Business Services

SUBMITTED BY: Terry King, Acting Superintendent

SUBJECT: COMMUNITY FACILITIES DISTRICT NO.
94-2/ Annexation No. 2 / ADOPTION OF
RESOLUTION OF ANNEXATION (Annexation
of certain portions of La Costa Oaks / Real Estate
Collateral Management Co. – Carlsbad)

EXECUTIVE SUMMARY

At the March 6, 2008 Board meeting, the Board adopted a "Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 94-2. Authorizing the Levy of a Special Tax and Calling an Election" in order to annex those portions of La Costa Oaks now residing within the boundaries of the San Dieguito Union High School District into the Community Facilities District. The annexation comes as a result of the transfer of property between San Marcos Unified School District and Encinitas Union Elementary School District completed in the Fall of 2005, and the owner's desire to keep the development uniform. The property to be annexed is located in the Oak Crest MS/La Costa Canyon HS attendance area. At this Board meeting, it is necessary to hold a public hearing allowing comments from the public regarding the annexation, and adopt the attached Resolution which determines that the prior proceedings were valid, that written protests were not filed, fewer than twelve registered voters are registered to vote, and request the Election be conducted by the Election Official on May 6, 2008.

RECOMMENDATION:

It is recommended that the Board a) Hold a Public Hearing, allowing comments from the public on the Board's intention to annex the property into Community Facilities District No. 94-2, and

- b) Adopt the attached Resolution of the Board of Trustees of the San Dieguito Union High School District Acting as the Legislative Body of the San Dieguito Union High School District Community Facilities District No. 94-2.

FUNDING SOURCE:

Not applicable.

Enclosures: Resolution of Annexation, Schedule, Map of Boundaries, and Registrar of Voters Certification

**RESOLUTION OF ANNEXATION OF THE BOARD OF TRUSTEES OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
ACTING AS THE LEGISLATIVE BODY OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 94-2**

WHEREAS, the Board of Trustees (the “Board”) of San Dieguito Union High School District Community Facilities District No. 94-2 (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, consisting of Sections 53311, et seq., of the California Government Code (the “Act”); and

WHEREAS, the Board, acting as the legislative body of the District, adopted a Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 94-2, Authorizing the Levy of a Special Tax and Calling an Election stating its intention to annex certain territory into the District (the “Annexed Territory No. 2”) and calling a special election for May 6, 2008 (the “Election”); and

WHEREAS, the Board held a public hearing as required by law relative to the annexation of the proposed territory into the District on April 17, 2008 (the “Hearing”); and

WHEREAS, at the Hearing all persons desiring to be heard on all matters pertaining to the annexation of the proposed territory into the District, the levy of the special tax, the proposed bond issue and the types of facilities to be financed by the District were heard and a full and fair hearing was held; and

WHEREAS, at the Hearing evidence was presented to the Board on the matters before it.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Board finds and determines that all prior proceedings in connection with the annexation of the Annexed Territory No. 2 into the District were valid and in conformity with the Act. This determination shall be final and conclusive upon all persons.

Section 2. Written protests against the proposed annexation of the Annexed Territory No. 2 into the District have not been filed by either (i) 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the territory of the District or within the Annexed Territory No. 2, or (ii) the owners of one-half or more of the land within the District or within the Annexed Territory No. 2.

Section 3. The Board hereby finds and determines that there are fewer than twelve registered voters registered to vote within the territory of the Annexed Territory No. 2.

Section 4. The Election Official conducting the Election (the "Election Official") is hereby requested to continue to take any and all steps necessary for the holding of the Election consistent with the Resolution of Intention.

Section 5. The Secretary of the Board is hereby directed to transmit a copy of this Resolution to the Election Official no later than three days from the date thereof.

Section 6. The members of the Board and their authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and agreements and do perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

ADOPTED, SIGNED AND APPROVED, this 17th day of April, 2008.

BOARD OF TRUSTEES OF THE
SAN DIEGUITO UNION HIGH
SCHOOL DISTRICT ACTING AS
THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES
DISTRICT NO. 94-2.

By: _____
Title: President

ATTEST:

By: _____
Title: Recording Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

ss

I, Beth Hergesheimer, President of the Board of Trustees of the San Dieguito Union High School District (the “Board”) do hereby certify that the foregoing Resolution was duly adopted by the Board of said San Dieguito Union High School District at a meeting of said Board held on the 17th day of April, 2008, and that it was so adopted by the following vote:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSTAIN: MEMBERS: _____

ABSENT: MEMBERS: _____

President of the Board of Trustees

**COMMUNITY FACILITIES DISTRICT NO. 94-2
ANNEXATION NO. 2
La Costa Oaks North
(Portions related to boundary change)
Rancho Santa Fe Rd, Carlsbad**

ANNEXATION SCHEDULE

March 6, 2008 Board Meeting

Adopt Resolution of Intention

March 14, 2008

Deadline to record map

April 10, 2008

Deadline to Publish Notice of Public Hearing

April 17, 2008 Board Meeting*

Public Hearing

Adopt Resolution of Annexation

May 6, 2008*

Special Election

May 15, 2008 Board Meeting

Certify Election Results

May 20, 2008

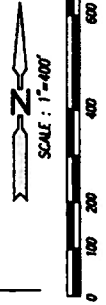
Deadline to record Notice of Special Tax Lien

*Dates specifically identified in the Resolution of Intention that would take additional Board action to change/amend.

ITEM 21

**AMENDED
 MAP OF BOUNDARIES OF COMMUNITY
 FACILITIES DISTRICT No. 94-2
 ANNEXATION No. 2**

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

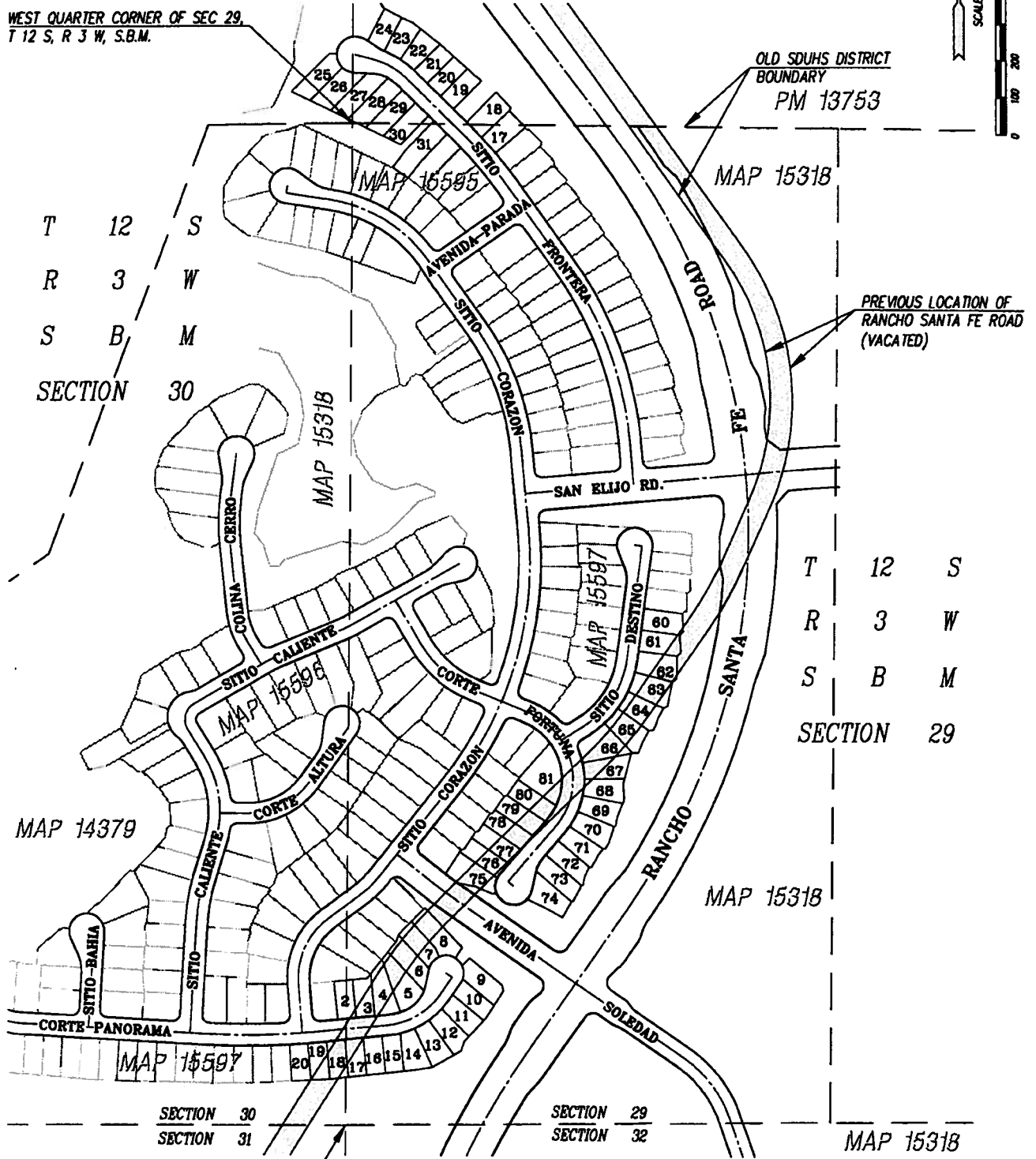


WEST QUARTER CORNER OF SEC. 29,
 T 12 S, R 3 W, S.B.M.

OLD SDUHS DISTRICT
 BOUNDARY
 PM 13753

T 12 S
 R 3 W
 S B M
 SECTION 30

T 12 S
 R 3 W
 S B M
 SECTION 29



SOUTHWEST CORNER OF SEC. 29,
 T 12 S, R 3 W, S.B.M.

SOWARDS & BROWN ENGINEERING
 CONSULTING ENGINEERS
 2187 NEWCASTLE AVENUE SUITE 108
 CARLEFF BY THE SEA, CA. 92007
 TEL. 760/438-8800 FAX 760/438-8803

JOB No: 08-009

DATE: 2.26.08

P:\ANNEXATION\08-009



County of San Diego

Deborah Seiler
Registrar of Voters

REGISTRAR OF VOTERS

5201 RUFFIN ROAD, SUITE 1, SAN DIEGO, CALIFORNIA 92123-1693

OFFICE: (858) 565-5800
(858) 570-1061
TDD: (858) 694-3441
FAX: (858) 694-2955
Location Code: S50
Mail Stop: 034

State of California }
 }ss
County of San Diego }

SUBJECT: Registered voter count within the boundaries of the area(s) described as:

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 94-2
Annexation No. 2**

As an authorized deputy for the Registrar of Voters, in and for the County of San Diego, State of California, I do hereby certify that I have examined the Affidavits of Registration on file in my office, and from such examination, as nearly as can be determined, do hereby certify there are 0 registered voters residing within the inquired area as of:

- the last date official registration totals were sent to the Secretary of State
- March 14, 2008 the date requested by requestor
- the date the deputy performed the research

DEPUTY: Nellie D. Munoz
Registrar of Voters Department
GIS/Cartographics Section



Deputy Signature

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Sue Koehnen
Director of Human Resources

SUBMITTED BY: Terry King
Interim Superintendent

SUBJECT: Resolution, Layoff of Two Classified
Employee/ Positions for Fiscal Year
2008-2009

EXECUTIVE SUMMARY

The current State budget crisis is disrupting special funding that has been available in the past for various programs.

One position at Canyon Crest Academy and one position in the ROP Program at San Dieguito Academy are being funded by grants. The funding for these grants will not be available for 2008-09. In accordance with Education Code 45117 and the Personnel Commission Rules, employees in specially funded programs subject to layoff at the end of the school year shall be given written notice of the impending layoff and their rights on or before April 29th of that year. The few other classified positions that are grant funded have been reviewed and it has been determined that those funds will still be available in 2008-09.

The District has informed CSEA of this situation and will be negotiating the effects of the resulting layoff.

The purpose of this recommended Board action is to initiate the process of deleting the identified positions and ensuring implementation of all layoff rights for the affected incumbents.

RECOMMENDATION: It is recommended that the Board of Trustees approve and adopt the attached resolution.

Attachments

BOARD OF TRUSTEES
OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Resolution Re: Layoff

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

WHEREAS, a reduction in the number of classified employees is required due to lack of funds within the District anticipated for the 2008-2009 school year; and

WHEREAS, applicable provisions of the Education Code, the Master Agreement between the Board of Trustees and the California School Employees Association and its Chapter 241, and the rules and regulations of the Personnel Commission of the San Dieguito Union High School District require notice to the employees that they may be laid off or reduced in assignment, as well as notification of their rights of displacement, if any, and reemployment rights; and

WHEREAS, the Board of Trustees desires that the Superintendent implement the layoffs and/or reductions in assignment consistent with these requirements;

NOW, THEREFORE, BE IT RESOLVED that this Board hereby initiates the layoffs of the following positions and the corresponding employee effective June 30, 2008 as indicated:

01 Secretary, as follows:

01 position eliminated 0.4875 FTE School Term+10 01 employee

01 Instructional Assistant, as follows:

01 position eliminated 0.1000 FTE School Term 01 employee

BE IT FURTHER RESOLVED that the Superintendent determines the order of layoff pursuant to Education Code Section 45308 and gives all appropriate notices to affected employees pursuant to the applicable provisions of the Education Code, the Master Agreement between the Board of Trustees and the California School Employees Association and its Chapter 241, and the rules and regulations of the Personnel Commission of the San Dieguito Union High School District.

PASSED AND ADOPTED by the Board of Trustees of the San Dieguito Union High School District of San Diego County, California on the _____ day of _____, 2008 by the following vote:

AYES:	_____	_____	NOES:	_____
	_____	_____		_____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 10, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Eric R. Dill, Executive Director, Business Services
Steve Ma, Associate Superintendent/Business

SUBMITTED BY: Terry King
Acting Superintendent

SUBJECT: LABOR COMPLIANCE PROGRAM ANNUAL
REPORT 2008

EXECUTIVE SUMMARY

Under the rules and regulations of the Labor Compliance Program, the Board of Trustees is to be presented with an annual report of activities in this program. The District reported that there were two contracts involving the Labor Compliance Program during the period March 1, 2007 through February 29, 2008.



3840 Rosin Court
Suite 200
Sacramento, CA 95834
916-567-2500
Fax: 916-924-9764

Labor Compliance Program Annual Report 2008

Prepared For:

San Dieguito Union High School District
710 Encinitas Boulevard
Encinitas, CA 92024

DIR Approval Date: March 30, 2003

Reporting Period: March 1, 2007 - February 29, 2008

Prepared By:

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Introduction

In accordance with Assembly Bill ("AB") 1506, the San Dieguito Union High School District ("School District") submitted a Labor Compliance Program ("LCP") and was initially approved by the Department of Industrial Relations ("DIR") on March 30, 2003 ("Effective Date").

The San Dieguito Union High School District has retained the services of Parsons Brinckerhoff (PB) to implement the School District's DIR approved LCP. Accordingly, PB has reviewed payroll reports, conducted site interviews, participated in outreach programs, and performed other services related to the implementation of the LCP of the School District.

The Annual Report consists of the following sections:

Section I

This section lists the contracts awarded by the School District and their total construction value.

Section II

This section identifies the number, description, and total value of contracts that were awarded and are exempt from the requirements of the LCP pursuant to Section 1771.5(a) of the Labor Code.

Section III

This section summarizes the amount of penalties and forfeitures imposed and withheld, or recovered in a court of competent jurisdiction, on those projects of the School District that require implementation of its LCP.

Section IV

This section identifies (i) the wages due to employees resulting from the failure by contractors to pay prevailing wage rates, (ii) the amount withheld from money due to contractors, and (iii) the amount recovered by action in a court of competent jurisdiction.

Section V

This section contains a certification of compliance with California Code of Regulations as defined under 2 C.C.R. Section 18701 and 8 C.C.R. Section 16426(a)(2), (3) and (5).

Section VI

This section contains a certificate from the Labor Compliance Officer of the School District and the Labor Compliance Administrator from PB regarding the contents of the Annual Report.



I. **Contracts Awarded**

The San Dieguito Union High School District has awarded contracts or has had continuing construction over the past year for the below project(s) which use funds received from the Kindergarten-University Public Education Facilities Bond Act of 2002 or 2004 ("State Funds") or will be eligible to receive reimbursement from State Bonds in the future. Table 1 lists the name of the project(s) and the total value of the contracts awarded by the School District.

TABLE 1

PROJECT NAME	VALUE OF CONTRACT
Canyon Crest HS / Pacific Highlands	\$53,871,570.00
San Dieguito Media Center / Library	\$3,661,168.00
TOTAL NUMBER OF PROJECTS	TOTAL VALUE OF CONTRACTS
2	\$57,532,738.00



II. Exempt Contracts Awarded

There were no contracts awarded by the School District which were exempt from the requirements of payment of prevailing wages pursuant to Section 1771.5(a) of the Labor Code.

III. Penalties and Forfeitures Imposed and Withheld

Article V of the LCP of the School District identifies the six (6) violations for imposing and withholding forfeitures and penalties. The six (6) violations are:

1. Failure to comply with prevailing wage requirements
2. Falsification of payroll records, misclassification of work, and/or failure to accurately report hours of work
3. Failure to submit certified payrolls
4. Failure to pay fringe benefits
5. Failure to pay the correct apprentice rates and/or misclassification of workers as apprentices
6. Taking of kickbacks.

Any listed violations have been corrected by the contractors, therefore the School District has not had to impose or withhold any forfeitures or penalties on those projects for which the LCP is being implemented.

IV. Summary of Wages Due to Employees

A summary of wages due employees resulting from failure by contractors to pay prevailing wage rates, the amount withheld from money due the contractors, and the amount recovered by action in any court of competent jurisdiction.

There were no wages due employees that were not resolved after initial notification nor money withheld from the contractor that have not been paid.

V. Certification of Private Entity Operating 3rd Party Labor Compliance

In accordance with California Code of Regulations Section 18701, PB certifies compliance with conflict of interest disclosure requirements by employees and consultants who participate in making governmental decisions.

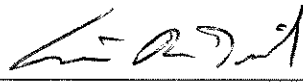
Additionally, the information requested in California Code of Regulations Section 16426(a)(2), (3) and (5) has been supplied to the Department of Industrial Relations at the time of initial approval of PB's own Labor Compliance Program on May 12, 2003. PB certifies that the information on record with the DIR has not changed and is still in compliance with the requirements of Section 16426.



VI. Certificate of 3rd Party Labor Compliance Officer

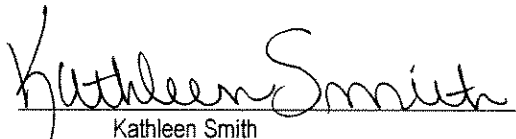
I, the District Representative of the San Dieguito Union High School District, hereby certify that the information set forth in this Annual Report is true and correct to the best of my knowledge. Additionally, I authorize our 3rd party labor compliance program administrators, Parsons Brinckerhoff, to submit this annual report on my behalf.

3-14-08
Date


Eric R. Dill
San Dieguito Union High School District

I, the Labor Compliance Representative of Parsons Brinckerhoff, hereby certify that the information set forth in this Annual Report is true and correct to the best of my knowledge. Additionally, I have or will be submitting this Annual Report to the California Department of Industrial Relations.

3/10/08
Date


Kathleen Smith
Parsons Brinckerhoff
Labor Compliance Administrator

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 10, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Rick Schmitt, Associate Superintendent/Educational Services

SUBMITTED BY: Terry King, Interim Superintendent

SUBJECT: MATH TEXTBOOK ADOPTION

EXECUTIVE SUMMARY

Every seven years, major academic departments are given an opportunity to adopt new textbooks. This is the year of the Math adoption.

The Math adoption process began in August under the leadership of the Math Department Coordinator, Brian Shay. All math teachers were given an opportunity to participate in the review process. Mr. Shay shared the process and progress with the Parent Curriculum Advisory Committee, which was also given an opportunity to review the texts. On April 1, a community "Textbook Preview Night" was held. The entire community was invited to attend to review the books and provide feedback. Publishers of textbooks and programs under consideration were present to answer questions from community members.

After the Math department reached agreement, Mr. Shay met again with the Parent Curriculum Advisory Committee and discussed and shared the department's recommendations.

On February 20, 2008, Mr. Shay presented the department recommendation to the District Coordinating Council. Council members had an opportunity to review the texts. The Coordinating Council approved the selection and recommended that the Board of Trustees approve the materials for adoption.

Attached you will find a list of materials recommended for adoption.

RECOMMENDATION:

This item is submitted for information and review on April 17. The item will be resubmitted for action at the meeting scheduled for May 1, 2008.

FUNDING SOURCE:

State Instructional Materials Funding

SDUHSD Mathematics Textbook Adoption, 2008 Final Mathematics Department Recommendation

Course Title	Book Title	Publisher	Author & Copyright
Pre Algebra Essentials	Pre-Algebra	Prentice Hall	Charles, et. al., 2009
Pre Algebra	Pre-Algebra	Prentice Hall	Charles, et. al., 2009
Pre Algebra Honors	Mathematics, Course 2, Structure and Method	McDougall Littell	Dolciani, et. al., 2008
Algebra Readiness (MS)	Algebra Readiness	Prentice Hall	Charles, et. al., 2009
Algebra Readiness (HS)	Algebra Readiness	Glencoe	Price, 2008
Algebra I	Algebra 1	Prentice Hall	Bellman, et. al., 2009
Algebra I Honors	Algebra 1	McDougall Littell	Dolciani, et. al., 1992
Geometry	Geometry	Prentice Hall	Bass, et. al., 2009
Geometry Honors	College Geometry	Pearson Prentice Hall	Musser, et. al., 2 nd Edition, 2008
Algebra II	Algebra 2	McDougall Littell	Larson, et. al., 2008
Algebra II Honors/Trigonometry	Algebra and Trigonometry	Thomson Brooks/Cole	Stewart, 2 nd Edition, 2007
Math Analysis with Trigonometry (formerly Pre Calculus)	Pre Calculus	Prentice Hall	Blitzer, 3 rd Edition, 2007
Pre Calculus Honors	Calculus I with Pre Calculus	Houghton Mifflin	Larson, 2 nd Edition, 2006
Calculus (all levels)	Calculus, Early Transcendentals	Thomson Brooks/Cole	Stewart, 6 th Edition, 2007
Statistics	Elementary Statistics	Pearson Prentice Hall	Triola, 10 th Edition, 2007
AP Statistics	The Practice of Statistics	W.H. Freeman	Yates, et. al., 3 rd Edition, 2008
Linear Algebra	Elementary Linear Algebra	Wiley	Anton, 8 th Edition, 2000
Discrete Math	For All Practical Purposes	W.H. Freeman	Comap, 7 th Edition, 2006

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 20, 2008

BOARD MEETING DATE: April 17, 2008

PREPARED BY: Rick Schmitt
Associate Superintendent/Educational Services

SUBMITTED BY: Terry King, Interim Superintendent

SUBJECT: APPROVAL OF WORK EXPERIENCE PLAN
APPLICATION

EXECUTIVE SUMMARY

As part of federal and state laws, the California Labor Code, and the California Education Code, the District is required to submit to the Board for approval a Work Experience Education Plan.

The following plan has been reviewed and approved by the SDUHSD work experience teachers.

RECOMMENDATION:

This item is being submitted for a first read and will be resubmitted for action at the May 1, 2008 meeting.

FUNDING SOURCE:

Not applicable.

**SECONDARY DISTRICT PLAN FOR
WORK EXPERIENCE EDUCATION (WEE) APPLICATION**

San Dieguito Union High School District

Local Education Agency (LEA)

CDS

710 Encinitas Blvd

LEA Address: Street

Encinitas, CA

City

92024

Zip Code

Place an "X" in the appropriate box(es) to identify the conditions under which WEE will operate.

	Exploratory WEE	General WEE	Vocational WEE
Regular School	[X]	[X]	[]
Summer School	[]	[x]	[]

(Each student not to exceed a total of 40 credits. See assurance # 13)

Assurances for Work Experience Education (WEE)

In addition to complying with appropriate federal and state laws, *California Labor Code*, *California Education Code*, and *California Code of Regulations*, Title V, Work Experience Education, the district agrees to the following assurances:

1. **District Plan:** The district plan for Work Experience Education (WEE) has been approved and adopted by the local governing board. (EC §51762 & CCR, Title V § 10070)
2. **Responsibility for District Plan:** The Work Experience Education teacher-coordinator shall implement and/or comply with the assurances contained herein. The school district administration is responsible for those assurances outside the purview of the WEE teacher coordinator (e.g. Assurances 14, 15, 17, and 18).
3. **Credential:** The WEE teacher-coordinator possesses a valid secondary-level credential, has two years of occupational experience outside the field of education, and has knowledge of the educational purposes, standards, laws, and regulations regarding WEE. (EC §51762 & CCR, Title V § 10075)
4. **Enrollment in WEE:**
 - 4.a. The WEE teacher-coordinator approves students for enrollment in WEE (EC §51760)
 - 4.b. At the time of enrollment, students are at least 16 years of age (EC §51760.3(a))

Exceptions:

 - Students in grade 11 or higher. (EC §51760.3(a)(i))

- Students enrolled in Exploratory WEE may be 12 years of age and in the middle school. (Title V § 1007 1 (c))
 - Principal may certify exemption. (EC §51760.3(a)(2)(3))
 - WEE may be identified on the IEP. (EC §51760.3(a)(4))
5. Minimum Day: The minimum day for students is three periods totaling at least 180 minutes in duration (including WEE). (EC §46144)
- Exceptions:
- Continuation high school students (EC §46145)
 - Graduating WEE students in the last semester of their senior years (EC §46147)
6. Pupil/Teacher-Coordinator Ratio: The pupil/teacher-coordinator ratio in WEE does not exceed 125 pupils per one full-time equivalent certificated WEE teacher-coordinator. Only duties and time directly related to the operation of WEE are considered when determining the pupil/teacher-coordinator ratio (EC §46300(b))
- Exceptions:
- Ratio may be waived by the State Board of Education. (EC §46300(b))
7. Related Classroom Instruction:
- 7.a. The WEE teacher-coordinator is responsible for preparing and conducting related classroom instruction (EC §51760, §51762.5(b) & CCR, Title V § 10073)
- 7.b. Related classroom instruction or guidance for each semester and type of WEE is conducted by the WEE teacher-coordinator a minimum equivalent of one instructional period per week offered in sessions scheduled intermittently throughout the semester. (EC §51760.3(b))
8. Course Description: The **district course description**, with major units of instruction for each semester and for each type of Work Experience Education offered **is attached** (CCR, Title V § 10073)
9. Work Sites:
- 9.a. The WEE teacher-coordinator identifies, selects, and/or approves work sites. (EC §51762.5(a) & CCR, Title V § 10072)
9. b. A minimum of two on site contacts per semester with a supervisor at each work site and minimum of one on site contact during the summer school session is mandated for completion by the WEE teacher coordinator. (CCR, Title V § 10074)
10. Training Agreement: A written formal training agreement identifying the responsibilities of the school district, employer, parent (or legal guardian), and student is developed for each WEE student. (EC § 51762.5(p) & CCR, Title V § 10071) The following are a part of the formal training agreement:
- 10.a. The student objectives to be accomplished at the work site (CCR, Title V § 10071)
- 10.b. The work site offers a reasonable probability of continuous employment for the student during the period for which the student is enrolled in WEE. (EC § 51760 & § 51762.5)
- 10.c. The employer has adequate equipment, materials, and other facilities to provide appropriate learning opportunities. (EC § 51760 & CCR, Title V § 10072)

- 10.d. Work conditions will not endanger the health, safety, welfare, or morals of the student (EC § 49116, § 51762 & CCR, Title V § 10072)
- 10.e. The employer provides adequate adult supervision to ensure that:
 - (1) The Exploratory WEE student is provided opportunities to observe and sample a variety of conditions of work to ascertain his/her interests and suitability for occupations being explored.
 - (2) The General WEE student is provided opportunities to gain occupational skills.
 - (3) The Vocational WEE student is provided opportunities to reinforce and extend the job skills and knowledge learned through the school career/vocational education instructional program (CCR, Title V § 10071 & § 10072)
- 10.f. The employer, as required by law, provides Workers' Compensation Insurance coverage whenever there is an employee/employer relationship. Students enrolled in Exploratory WEE are provided Workers' Compensation Insurance through the local school district.(EC § 51768, § 51769 & CCR, Title V § 10071)
- 10.g. The employer maintains student's hourly work records and cooperates in rating his/her achievement at the work site. (EC § 51762.5 & CCR, Title V § 10072)
- 10.h. The employer assures the district that he/she does not discriminate on the basis of race, creed, color, sex, or religion. (EC § 51760.3(c)) & CCR, Title V § 10071)
- 11. Work Permits: All work permits for students enrolled in WE are issued or verified by the WEE teacher-coordinator. (EC § 49110)
 - 11.a. **The District will limit regular work permits to a maximum of 36 hours per week. (Board Approval of this Plan)**
 - 11.b. **The District will limit students enrolled in WE to a maximum of 48 hours per week. (Board Approval of this Plan)**
 - 11.c. **The District will allow the maximum hours to be worked during vacation to be 48.**
 - 11.d. **During the regular school year, all students wishing to obtain a work permit must be passing all classes they are currently enrolled in. If a student receives a failing mark, the permit will be placed on probation. The student will have the next grading period to improve any failing marks. If the student receives a failing mark while on probation, their work permit will be revoked for the period it takes for the student to improve all failing grades and meet the requirements of this provision. (Board Approval of this Plan)**
- 12. Exploratory WEE: For each student enrolled in Exploratory WEE, a limit on the number of hours of observation is established at each observation site. (CCR, Title V § 10071(c))
- 13. Granting Credit: A student satisfactorily completing WEE program requirements may earn a maximum of 40 semester credits made up of one or a combination of two or more of the following:
 - (1) Exploratory WEE - Ten (10) semester credits for each semester with a maximum of forty (40) semester credits.
 - (2) General WEE - Ten (10) semester credits for each semester with a maximum of forty (40) semester credits.

14. Professional Development: A provision is made for WEE professional development for new and continuing a teacher-coordinators and other support personnel in WEE, to ensure the quality of the WEE program. (EC § 51762)
15. Clerical Services & Records: A provision is made for clerical services to assist the professional in meeting the goals and objectives of Work Experience Education and to assure the accuracy, completeness, and quality of the records. The district shall maintain records including:
 - 15.a. Type of WEE in which each student is enrolled, where the student is employed, the type of job held or observation sites and hours of rotation. (EC § 51762.5)
 - 15.b. Work permit issued, if applicable. (EC § 49110) Note: Not required for Exploratory WEE.
 - 15.c. Employer's report of student's hourly work record and performance on the job. (EC § 51762.5)
 - 15.d. Report of employer consultations. (EC § 51762.5 & CCR, Title V § 10074)
 - 15.e. Ratings of each student, including his/her grade. (EC § 51760.3 & § 51762.5)
 - 15.f. Formal training agreement for each employer and student that describes the responsibilities of the employer, student, school, and parent (legal guardian). (EC § 51762.5 & CCR, Title V § 10071)
16. Summer School: Work Experience Education during the summer is conducted in the same time period as the rest of the approved summer school and conforms to all appropriate federal and state laws, *California Labor Code*, *California Education Code*, and *California Code of Regulations*, Title 5 rules and regulations applicable to Work Experience Education.
17. Civil Rights Act: Work Experience Education covered by this plan shall be in compliance with Title VI and Title VII of the Civil Rights Act of 1964 and with Title 5 of the California Code of Regulations. (EC § 51762)
18. Nondiscrimination: Work Experience Education covered by this plan shall be in compliance with Title IX (Nondiscrimination on the Basis of Sex) of the Education Amendments of 1972. (EC § 51762)

I hereby certify that to the best of my knowledge the provisions for Work Experience Education outlined in the attached plan meet all California Department of Education requirements.

District Superintendent
(Please type or print)

Signature

Date

Designee (Attach authorization)
(Please type or print)

Signature

Date

Designee Address

City

Zip Code

Local Governing Board Approved:

Date

PERSON PREPARING APPLICATION

Jim Anthony
Work Experience Coordinator
Torrey Pines High School
3710 Del Mar Heights Rd.
San Diego, CA 92130
858-755-0125 x2101
james.anthony@sduhsd.net

Brian Baum
Work Experience Coordinator
Canyon Crest Academy
5951 Village Center Loop Rd.
San Diego, CA 92130
858-350-0253 x4144
brian.baum@sduhsd.net

FOR STATE USE ONLY

Approved by:

Date

Phone

E-mail:

All copies must bear the **original signature** of the district superintendent or designee.

Submit three (3) copies of the plan to:

Work Experience Education Office
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814
(916) 323-5087
FAX (916) 322-1757

Course of Study for Work Experience Education

Course Title:	Work Experience Education	Curricular Area:	Career Technical Education
Schools:	Torrey Pines High La Costa Canyon High Canyon Crest Academy San Dieguito Academy	Length:	One semester/year
Grade Level:	11 and 12	Credits:	Up to 10 per semester, 40 maximum in program
		Prerequisite:	Must be at least 16 years of age Must be employed
		Prepared by:	Jim Anthony, Brian Baum

Course Description

Work Experience Education is an elective class that combines paid employment with classroom instruction. Students attend their own jobs during the week, and also attend a class session once a week at school. Students will develop: positive work habits and attitude, self-confidence, job skills, and a personal portfolio which can be used to locate, secure, and retain employment in the community.

Students must have teacher-approved, legal employment while enrolled in this elective. Course grade and credit is earned by completion of the course requirements which include attending class, submitting paycheck stubs, keeping monthly time reports, completing class assignments, submitting required forms, and maintaining employment.

The course curriculum includes: how to get a job, keep a job, leave a job, economic awareness, and career awareness. Students will develop a portfolio, which shows the abilities, knowledge, and skills achieved. Students will receive a course certificate upon completion of the portfolio and two semesters of Work Experience Education.

General Goals and Requirements of Course

Work Experience Education is designed to give students credit for a learning experience. It is part of their total education, which will prepare them for full-time employment and adult responsibilities.

The uniqueness of offering credit for a learning experience off-campus in a community classroom enables students to gain a greater variety of learning. Students should realize that it is a privilege to leave campus and have a recognized on-the-job learning situation. Work Experience Education students must accept certain responsibilities along with the benefits of this program.

Student Requirements to Be Properly Enrolled

- Students must have a job.
- Students must be at least 16 years of age.
- Students must turn in a signed *Training Agreement* and complete the *Student Data Sheet, Individual Training Plan, and Employee Evaluation Form.*
- Students must have a current *Work Permit*, if under 18 years of age.

Course of Study for Work Experience Education

Steps Necessary to Complete Enrollment

1. Students will take the *Work Experience Education* packet home for employer and parent's signature.
2. If under 18 years of age, to obtain a Work Permit students will need a *Request for Work Permit (B1-1)* form signed by parents and employer. Students over 18 years of age do not require a Work Permit.
3. All forms will be completed, signed, and returned to the Work Experience Office within one week of enrolling in the program. The Request for Work Permit application should also be returned to the Work Experience teacher after the employer has completed and signed their portion of the form. Pre-enrolled students will be dropped from the class, if these requirements are not met.
4. Students will pick-up their Work Permit from the Work Experience teacher, sign it, and take the permit to their employer. At this point, their enrollment is complete.

Adopted Textbook

None

CDE Work Experience Education Program and Framework / Curriculum Standards

Goals

1: Employment Cycle – Students will demonstrate job seeking skills, skills for keeping and advancing on a job, and demonstrate skills for making a positive impression when leaving a job.

2: Economic Awareness – Students will understand wage systems, payroll deductions, taxation, insurance benefits, basic business operations and personal money management.

3: Career Development – Students will demonstrate an awareness of career opportunities and will utilize the career decision making process to identify career choices and develop a plan for achieving career goals.

Standards

1.0 Job Seeking Skills

Students understand the steps of the hiring process and demonstrate ways to successfully obtain employment.

- 1.1 Students understand basic labor laws and know how to contact government agencies when necessary.
- 1.2 Students will demonstrate knowledge of resources available including internet based web sites to locate employment opportunities.
- 1.3 Students will understand how to properly compose and format a business letter and are able to compose one, such as a resume cover letter and/or an interview thank you letter.
- 1.4 Students will demonstrate how to appropriately complete job applications.

Course of Study for Work Experience Education

- 1.5 Students understand and know how to create a properly formatted resume and reference sheet.
- 1.6 Students will create a “Portfolio” that demonstrates skills and experiences for use when seeking employment.
- 1.7 Students know how to identify and demonstrate effective job interview skills and techniques.
- 1.8 Students will identify and practice appropriate responses to potential interview questions.
- 1.9 Students will identify discriminatory practices related to that employment process including recognition of inappropriate interview questions and will practice actions/responses to such situations.
- 1.10 Students know the appropriate documents that can be presented to the employer for federal “I-9” form immediately after being hired.

2.0 Understanding the Workplace and Keeping a Job

Students understand employer expectations, responding to supervisor’s evaluations and taking steps to improve job performance. Students recognize and respond appropriately to various workplace salutations to create effective and safe work environment.

- 2.1 Students understand basic labor laws including safety regulations, sexual harassment, employment contracts, union agreements, etc.
- 2.2 Students understand employer expectations of employees and will review their own performance evaluations to identify areas of improvement and plan steps for improvement.
- 2.3 Students know the common reasons why employees are fired and are able to identify steps taken to avoid being fired.
- 2.4 Students recognize and discuss laws, issues, and ethical practices relating to workplace privacy involving: communications, internet usage, workplace searches, video camera surveillance, personnel files, etc.
- 2.5 Students can identify the most common workplace accidents and steps to take to avoid these personally hazardous situations.
- 2.6 Students understand and know how to respond to crime at work with emphasis on personal safety.
- 2.7 Students know how to recognize sexual harassment when it occurs and know the appropriate actions that needs to be taken to have a non-offensive work environment.

Course of Study for Work Experience Education

2.8 Students learn how to develop a plan for obtaining pay raises and/or promotions.

2.9 Students will identify situations at work that require ethical actions and decision making. Examples are: reasons for missing work, reporting actions of others to supervisors, issues of honesty, etc.

3.0 Leaving a Job

Students understand their legal rights when leaving a job and demonstrate skills for making a positive impression upon terminating their employment.

3.1 Students understand basic labor laws pertaining to leaving a job including the legal concept of “Wrongful Termination”.

3.2 Students know how to create a properly formatted letter of resignation from their job.

4.0 Wages, Taxation, Benefits, Money Management

Students understand their paycheck including common deductions/taxation; financial aspects of business operations; and exhibit knowledge of personal financial management.

4.1 Students use and demonstrate the purpose and effect of a W-4 Form for income tax withholding.

4.2 Given a W-2 Form and a Federal Income Tax 1040EZ Form, students know how to read their W-2 and use the information to complete the 1040EZ to file a basic tax return

4.3 Students recognize and can discuss the most common deductions on a paycheck stub.

4.4 Students will identify, describe and differentiate forms of compensation and benefits including required insurance such as: State Disability, Worker’s Compensation, Unemployment, Social Security and Medicare as well as understand other forms of insurance the employees may obtain.

4.5 Students demonstrate a basic understanding of personal money practices (budgets, banking) including the establishment and use of credit.

4.6 Students understand and can identify operational business issues which may include revenues, expenses, employee scheduling, product pricing, etc.

Course of Study for Work Experience Education

5.0 Career Selection, Investigation and Planning

Students will evaluate their interests and skills to identify careers for investigation, culminating in development of a personal career plan.

- 5.1 Utilizing interest, aptitude, skills, and values assessments, students will identify careers for investigation that fit their personal profile.
- 5.2 Students will use a variety of resources such as those found in print, the internet, and software based programs to investigate employment trends and hiring projections or careers of interest.
- 5.3 Students will demonstrate knowledge of resources available to access wage/salary information relating to personal careers of interest.
- 5.4 Students will investigate training/education requirements for careers of interest as well as fees and entrance requirements of educational organizations.
- 5.5 Students will develop a written career plan identifying related employment opportunities, hiring/wage projections, and training/education requirements.

Grading Criteria

Students receive a letter grade for Work Experience Education. Students will earn a grade in Work Experience Education based on assignments completed, class participation, and employer evaluation.

Grading will be based on the following criteria:

- Students must remain enrolled and attend class regularly during the period of employment.
- Students must report immediately to the employer and/or Work Experience teacher any job change, illness, or unsatisfactory working conditions.
- Students must cooperate with the employer and Work Experience teacher at all times.
- Students must maintain satisfactory grades in all schoolwork (see "Other Important Information").
- Students must have a Student Data Sheet on file.
- Students must have a Training Agreement on file.

Grades will be determined by:

- Employee evaluation (completed during employer/teacher visits)
- Satisfactorily complete all related instruction and assignments (including "Hour" requirements set forth by the district)
- Class participation (points earned while attending class)

Credit will be determined by:

- The maximum number of credits that can be earned is based upon the Variable Credit requirements, including the option of Double Credit (up to 10 credits maximum per semester)
- Students must work a minimum of 18 hours per credit

Course of Study for Work Experience Education

- Students must turn in paycheck stubs on a regular basis.
- The Work Experience teacher will work with the school registrar and counseling to issue grades and credits in a timely manner.

Other Important Information

- A minor student enrolled in Work Experience Education may obtain a special “work experience” work permit. This permit will allow the student to work a maximum of 48 hours per week and/or eight hours per day while school is in session.
- Minor students enrolled in the San Dieguito Union High School District will only be allowed to work between the hours of 5:00 a.m. and 12:30 a.m. while school is in session.
- The definition of “school in session” is any week in which a student must attend school one day.
- In the San Dieguito Union High School District a minor student issued a “regular” work permit is allowed to work a maximum of 4 hours per day Monday through Thursday; 8 hours per day Friday, Saturday, and Sunday; for a maximum of 36 hours per week.
- Students enrolled in Work Experience Education must maintain satisfactory grades in all schoolwork. If upon enrollment, or any subsequent grading period, a student receives an “F” grade in any course while enrolled in Work Experience Education, the student will be placed on Work Experience probation. The student will have until the next grading period to improve the “F” grade. If a student has an “F” grade in **any** course for the grading period immediately following the grading period in which the student was placed on Work Experience probation, the student will be dropped from their Work Experience Education class. The student will not be allowed to enroll in Work Experience Education until the next open enrollment period in which the student has no “Fs” in the previous grading period. This policy does not apply to summer school Work Experience Education and for a grading period in which a transfer student is enrolled in Work Experience Education (a transfer student is a student from a different district). A continuing student with multiple failing grades will not be allowed to enroll in Work Experience Education.
- Summer school Work Experience Education will be similar to the regular school year Work Experience Education class with the exception of only one employer visit/evaluation.

Course of Study for Work Experience Education

WEE STANDARDS ALIGNED CURRICULUM - 1AB			
	FIRST SEMESTER LESSONS - 1A	WORK EXPERIENCE STANDARDS	LANGUAGE ARTS STANDARDS
1	Registration and Enrollment	4.0	W 2.5
2	Orientation/Course Requirements	3.0, 3.1	W 2.5
3	Labor Laws Affecting Minors	2.1, 2.4, 3.1	R 2.1, 2.3, 2.6
4	Labor Laws - Sexual Harassment	2.1, 2.2, 2.3, 3.1	R 2.1, 2.3, 2.6
5	Values Assessment Survey	1.7, 1.8, 2.2	R 2.0
6	Aptitude & Skills Assessment	1.9, 2.2	R 2.0
7	Career Assessment	1.7, 1.9, 5.1	R 2.0
8	Job Outlook - Employment Projections	1.10, 5.2	R 2.1, 2.3, 2.6, W 1.3
9	Earning a Living Wage	1.10, 2.8, 5.3	R 2.1, 2.3, 2.6, W 1.3
10	Career Paths	5.0	R 2.1, 2.3, 2.6, W 1.3
11	Income Taxes - History and Preparation	4.1, 4.2, 4.3	R 2.1, 2.3, 2.6, W 1.7
12	Attitude & Reliability Survey - Employer Expectations	1.8, 2.2, 2.4	R 2.0
13	Work Situations/Service, Teaming Survey	2.4, 2.5, 2.7, 2.9	R 2.0
14	Don't Get Fired! - Employer Expectations	1.10, 2.3	R 2.0, 2.6, 3.2, LS 1.1
15	Privacy in the Workplace	2.4	R 2.0, 2.6
16	Job Safety/Worker's Rights	2.1, 2.4, 2.9	R 2.0, 2.6
17	Letter of Resignation/Rights Upon Termination	1.10, 3.0	R 2.0, W 1.1, 1.3
18	Course Evaluation	3.0, 4.0	W 1.3
SECOND SEMESTER LESSONS - 1B			
1	Registration and Enrollment	4.0	W 2.5
2	Orientation/Course Requirements	3.0, 3.1	W 2.5
3	Labor Law/Hazardous Occupations	2.1, 2.4, 3.1	R 2.1, 2.3, 2.6
4	Tax Withholding/W-4 Forms/Payroll Deductions	4.1, 4.3, 4.4	R 2.1, 2.3
5	Portfolio Assignment	1.2, 1.3, 1.5, 1.6	W 1.0, 1.1, 2.6
6	Understanding the Internet	1.2	R 2.3, 2.6, LS 1.14
7	Resume - Reference - Personal Statement	1.1, 1.3, 1.5	W 2.5, 2.6, WO 1.0
8	Employment Applications - Cover Letter	1.3, 1.5	W 2.5, 2.6, WO 1.0
9	Employment Interview Skills	1.7, 1.9	R 2.0, LS 1.6-1.9, 2.0, 2.1
10	Interview Questions & Discrimination/Thank You	1.7, 1.9	LS 1.0, 1.4, 1.5, 1.6, 1.8, 1.14, 2.1, 2.2
11	You're Hired! Forms i-9 & W-4, Background Check	1.10, 2.1, 4.1	R 2.1, 2.3
12	Fringe Benefits - Legislated	2.1	R 2.1, 2.3, 2.6
13	Fringe Benefits - Optional	2.1	R 2.1, 2.3
14	Insurance Benefits	2.1, 4.4	R 2.1, 2.3
15	Retirement Benefits/Social Security	2.1, 4.4	R 2.3, 2.6
16	Budgets/Credit/Banking	4.5, 4.6	R 2.1, 2.3, 2.6
17	Portfolio Assignment	1.2, 1.3, 1.5, 1.6	LS 2.1, 2.2, 2.4
18	Course Evaluation	3.0, 4.0	W 1.3

Course of Study for Work Experience Education

WEE STANDARDS ALIGNED CURRICULUM - 2AB			
	THIRD SEMESTER LESSONS - 2A	WORK EXPERIENCE STANDARDS	LANGUAGE ARTS STANDARDS
1	Registration and Enrollment	4.0	W 2.5
2	Orientation/Course Requirements	3.0, 3.1	W 2.5
3	Labor Laws/Hazardous Occupations	2.1, 2.4, 3.1	R 2.1, 2.3, 2.6
4	Labor Laws/Sexual Harassment	2.1, 2.2, 2.3, 3.1	R 2.1, 2.3, 2.6
5	Portfolio Assignments	1.2, 1.3, 1.5, 1.6	W 2.5, 2.6
6	Advanced Resume Formats	1.1, 1.3, 1.5	W 2.5, 2.6, WO 1.0
7	Employment Applications Online	1.2, 1.4	W 2.5
8	Pre-Employment Screening & Equal Employment Opportunities	1.0	R 2.1, 2.3
9	Interviews and Follow-Up	1.7, 1.9	R 2.0, LS 1.6-1.9, 2.0, 2.1
10	Employment Documents	4.3	R 2.0, 2.1, 2.3
11	Portfolio Assignments	1.2, 1.3, 1.5, 1.6	W 1.0, 1.1, 1.3, 1.5, 1.7, 1.9, 2.5, WO 1.0-1.3,
12	Opportunities for Advancement	2.8	R 2.0, 2.1, 2.4, 2.5, LS 1.6, 2.1, 2.2
13	Alcohol and Drug Policy/Testing	2.4	R 2.1, 2.3, 2.6
14	Workplace Violence - Dealing with Crime	2.6	R 2.0, 2.1, 2.3, W 1.7, LS 2.2
15	Letter of Resignation/Rights Upon Termination	1.10, 3.0	W 1.1, 1.3, 1.7, 2.5
16	Wrongful Termination	3.1	R 2.0, 2.1, 2.3, 2.4, 2.6
17	Income Taxes - Federal and State	4.2	R 2.0, 2.1, 2.3, 2.6, W 1.7
18	Course Evaluation	3.0, 4.0	W 1.3
FOURTH SEMESTER LESSONS - 2B			
1	Registration and Enrollment	4.0	W 2.5
2	Orientation/Course Requirements	3.0, 3.1	W 2.5
3	Tax Withholding/W-4 Forms/Payroll Deductions	4.1, 4.3, 4.4	R 2.1, 2.3, 2.6, W 1.7
4	State & Federal Income Taxes - Preparation	4.2	R 2.1, 2.3, 2.6, W 1.7
5	Aspects of Management	2.0, 4.6	R 2.1, 2.3, W 1.1, 1.3, 1.5, 1.7, 1.9, 2.5, WO 1.0-1.3
6	Fringe Benefits	2.1	LS 1.0, 2.5, 2.6, WO 1.0-1.3
7	Business Day-to-Day Operations Class Projects	2.0, 4.6	W 1.0, 1.1, 1.3, 1.5, 1.7, 1.9, 2.5, WO 1.0-1.3, LS 1.0
8	Business Day-to-Day Operations Class Projects	2.0, 4.6	same of 7 above
9	Business Project Presentations/Business Situations	2.9, 4.6	same of 7 above
10	Auto/Household/Life/Home Insurance	4.5	R 2.0, 2.1, 2.3, 2.4
11	Current Workplace Issues or Class Speaker	2.4, 2.5, 2.9	R 2.1, 2.3, 2.4, LS 1.14
12	Financial Planning - Banking/ATM/Checking	4.5	R 2.1, 2.3, W 1.7, 2.6
13	Tax Shelter/Money Market/Credit Card/Disclosure	4.5	R 2.1, 2.3, W 1.7, 2.6
14	Budgets/Expenses	4.5	R 2.1, 2.3, W 1.7, 2.6
15	Municipal Services	4.5	R 2.1, 2.3, W 1.7, 2.6

Course of Study for Work Experience Education

			W 1.0, 1.1, 1.3, 1.5, 1.7, 2.5, 2.6, WO 1.0-1.3, LS 1.0, 1.4, 1.5, 1.6, 1.7, 1.8
16	Presentations of Projects	2.0, 4.6	
17	Presentations of Projects	2.0, 4.6	same as 16 above
18	Course Evaluation	3.0, 4.0	W 1.3

San Dieguito Union High School District

Work Experience Education

Guidelines and Required Forms

The State Department of Education and the San Dieguito District have set up certain requirements that must be met before a student can be enrolled in Work Experience Education (WEE).

ENROLLMENT REQUIREMENTS: A student must be 16 years old. A student must have a job that meets current Industrial Welfare Commission Industry and Occupation Orders (minimum or training wage) before enrolling in WEE. In order to earn the maximum credits allowed per semester, a student must work an average of 10 hours per week. A student must meet the school's minimum day enrollment requirement. A student will be enrolled in a single WEE course and earn up to 10 credits per semester. Consult with a school counselor concerning home period options.

PACKET: Each semester a new packet is required. This includes a *Student Data Sheet, Training Agreement, Individual Training Plan, Employee Evaluation Form, Letter to Employer, and Work Permit application* (when applicable). Enrollment is NOT complete until this packet is completed and turned in to the Work Experience instructor. A student can be dropped from the course if this is not completed in the specified time frame.

CHECK STUBS/TIME SHEETS: A student must have their work hours recorded each time they are paid. If a student is paid by check, they bring the check stub to the Work Experience teacher.

RELATED INSTRUCTION: Grades are earned by a combination of hours worked, participation in the program, AND completing all required related instruction. During each class session the student will be expected to do the written assignment given by the teacher. Different topics will be covered related to working and employment.

CLASS SESSIONS: State law requires students to attend one class session each week. There are NO exceptions. If a student is absent from a class they MUST make it up. Consult with the WEE instructor to find out how to make up classes. The student will receive a lower grade for classes and assignments not made up.

CREDITS: A student may earn as many as 10 credits each semester, but not more than 40 credits in WEE while in high school.

WEE WORK PERMITS: A special WEE work permit can be obtained by the student enrolled in WEE. This entitles them to be allowed to work an additional 12 hours per week. The student must submit a new Request for Work Permit (B1-1) to the WEE teacher to obtain this permit.

Training Agreement

[copy available to signatory parties upon request]

School: _____ Semester: **Fall** **Spring** **Summer**

Last Name _____ First Name _____

Social Security Number _____ DOB _____ Age _____

Employer _____ Supervisor's Name _____

Employer's Address _____ City _____ Zip Code _____

RESPONSIBILITIES OF THE STUDENT:

It shall be the responsibility of the student enrolled in this program to:

- a. Follow all school and job rules.
- b. Maintain regular attendance and satisfactory grades (no F's) in ALL classes.
- c. Maintain satisfactory performance on the job.
- d. Develop skills of increasing value to the employer.
- e. Notify the employer in advance whenever there is an unavoidable absence.
- f. Turn in time sheets or check stubs each pay period to the Work Experience teacher.
- g. Notify the Work Experience teacher if the job is terminated.
- h. Attend Related Instruction classes and complete assignments as required.

Student Signature Date

RESPONSIBILITIES OF THE PARENT:

It shall be the responsibility of the parent to:

- a. Approve the student's job and enrollment in the Work Experience Education program.
- b. Accept the responsibility for transportation of the student to and from the job and the Related Instruction class.
- c. Accept the responsibility for liability, if incurred. (The district will not authorize nor be held responsible for the mode of transportation.)
- d. Assist and encourage the student to carry out the duties and responsibilities of the job and Work Experience Education program.

Parent Signature Date

RESPONSIBILITIES OF THE SCHOOL:

It shall be the responsibility of the school to:

- a. Inform the student of program rules and regulations and issue a work permit, if applicable, for the approved training site.
- b. Verify the student is eligible to enroll in Work Experience Education.
- c. Ensure that the student is properly enrolled in Work Experience Education in the district's computer system.
- d. Observe the student's place of employment and consult with the employer regarding evaluation of student performance.
- e. Determine the student's grade by a combination of job performance and class performance.
- f. Work with the student, parent, and employer to resolve any problems that might arise.

WEE Teacher Signature Date

RESPONSIBILITIES OF THE EMPLOYER:

It shall be the responsibility of the employer to:

- a. Instruct the student in rules, regulations, and duties of the job.
- b. Abide by State and Federal Laws/Regulations pertaining to employment.
- c. Provide adequate supervision for student and assist him/her to progress.
- d. Discuss job performance of the student with the program teacher and complete the program written evaluations.
- e. Confer with the teacher regarding the student about pertinent problems pertaining to the job.
- f. Provide adequate insurance, including Worker's Compensation Insurance.
- g. Maintain a copy of the student's valid work permit, if applicable.
- h. Provide a workplace setting that is not discriminatory on the basis of race, color, sex, religion, national origin, handicap, or age.

Employer Signature Date

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT WORK EXPERIENCE PROGRAM - INDIVIDUAL TRAINING PLAN

LAST	FIRST	BIRTHDATE	STUDENT ID	GRADE
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ADDRESS	CITY	ZIP CODE	TELEPHONE	COUNSELOR
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NAME OF BUSINESS	TELEPHONE	JOB SITE SUPERVISOR
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ADDRESS	CITY	ZIP CODE	JOB DESCRIPTION
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TEACHER	DATE ENROLLED	DATE TERMINATED	TOTAL HRS PER WEEK
---------	---------------	-----------------	--------------------

DATE	VERIFIED BY:
------	--------------

SIGNATURE OF WORK EXPERIENCE TEACHER

COMMENTS:

INDIVIDUAL TRAINING PLAN

NOTE TO EMPLOYER: This training plan is required prior to enrollment for all Work Experience Education students. If the student continues in the Program for a second semester the next individual training plan will be brought to the worksite by the Work Experience Education Teacher.

Possible work activities performed this semester (actual tasks)

1. _____
2. _____
3. _____
4. _____

Possible concepts and observations done this year (concepts learned at the worksite)

1. _____
2. _____
3. _____
4. _____

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
Education through Work Experience / Internship
Work Experience / Internship Student Rating Form

Student _____

Year _____

School _____

1st Quarter _____

2nd Quarter _____

Employer _____

3rd Quarter _____

4th Quarter _____

Supervisor's Name _____

Instructions: Please check one statement in each category that best describes your student-learner's attitude and performance. Additional comments are welcome! After you have completed this rating form please return to your student-learner.

LIST STUDENT'S JOB DUTIES: _____

1. PUNCTUALITY

- ALWAYS ON TIME
- USUALLY ON TIME
- FREQUENTLY LATE: No. of days _____

6. RELATIONS WITH OTHERS

- IS CONSIDERATE OF OTHERS
- SHOULD BE MORE CONSIDERATE
- HAS BEEN DISCOURTEOUS / RUDE

2. ATTENDANCE

- OUTSTANDING
- SELDOM ABSENT
- FREQUENTLY LATE: No. of day's _____

7. INITIATIVE

- INITIATES TASKS; IS SELF-DIRECTED
- REQUIRES NORMAL DIRECTION
- NEEDS CONSIDERABLE DIRECTION

3. PERSONAL APPEARANCE

- ALWAYS APPROPRIATE
- OCCASIONALLY NOT APPROPRIATE
- APPEARANCE NEEDS TO BE DISCUSSED

8. WORK SAFETY

- OBSERVES ALL SAFETY RULES
- USUALLY OBSERVES SAFETY RULES
- IS CARELESS IN WORK HABITS

NOTE WHY: _____

9. JOB PERFORMANCE

- IS ACCURATE
- USUALLY ACCURATE
- OUTPUT IS UNSATISFACTORY

4. ATTITUDE TOWARDS LEARNING

- IS ENTHUSIASTIC; COOPERATIVE
- GENERALLY COOPERATIVE
- RELUCTANT TO DO MORE THAN REQUIRED

OVERALL RATING

- 5 EXCELLENT
- 4 GOOD
- 3 AVERAGE
- 2 IMPROVEMENT NEEDED
- 1 UNSATISFACTORY

5. ATTITUDE TOWARD SUPERVISION

- PROFITS BY SUGGESTIONS
- DIFFICULTY ACCEPTING SUGGESTIONS
- DOES NOT ACT ON SUGGESTIONS

SINCE YOUR STUDENT-LEARNER'S PREVIOUS RATING, HE/SHE HAS:

IMPROVED REMAINED THE SAME BECOME LAX FIRST RATING

ADDITIONAL COMMENTS IF APPLICABLE: _____

CHECK IF YOU WOULD LIKE ME TO CONTACT YOU

SIGNATURE _____ DATE _____