



Union High School District

**BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

**Board of Trustees**  
Joyce Dalessandro  
Linda Friedman  
Barbara Groth  
Beth Hergesheimer  
Deanna Rich

**Superintendent**  
Ken Noah

**THURSDAY, APRIL 16, 2009  
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 agenda and 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.

**PUBLIC INSPECTION OF DOCUMENTS**

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board Meeting will be available for review on the district website, [www.sduhsd.net](http://www.sduhsd.net), and/or at the district office. Please contact the [Office of the District Superintendent](#) for more information.

**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 contact the [Office of the District Superintendent](#). 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 Academy • Sunset HS • Torrey Pines HS

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

AGENDA

**THURSDAY, APRIL 16, 2009  
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 ITEMS ..... 5:45 PM
- 2. **CLOSED SESSION** ..... **5:46 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 / California School Employees Association
  - C. Conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).
  - D. Consideration and/or deliberation of student discipline matters. (3 cases)

**3. REGULAR MEETING / OPEN SESSION** ..... **6:30 PM**

- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF MARCH 19, 2009  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Minutes of the March 19<sup>th</sup> Board Meeting, as shown in the attached supplement.

**NON-ACTION ITEMS ..... (ITEMS 7 - 10)**

- 7. SCHOOL REPORTS AND UPDATES .....STUDENT BOARD MEMBERS
- 8. BOARD REPORTS AND UPDATES ..... BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES .....KEN NOAH
- 10. SCHOOL / DEPARTMENT UPDATE..... (NONE SCHEDULED)

**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

Acceptance of Gifts and Donations received, as shown in the attached supplement.

B. APPROVAL OF FIELD TRIP REQUESTS

Approval of all Field Trip Requests submitted, as shown in the attached supplement.

**12. HUMAN RESOURCES**

A. APPROVAL OF PERSONNEL REPORTS

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

1. Certificated and/or Classified Personnel Reports as shown in the attached supplements.

B. APPROVAL /RATIFICATION OF AGREEMENTS

No Agreements Submitted

**13. EDUCATIONAL SERVICES**

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. San Dieguito Union High School District to provide an ROP Instructor to the Los Angeles County Office of Education for the Architectural Development Workshop for the California Industrial and Technology Education Consortium (CITEC) on April 18, 2009, for an amount of \$334.98, to be reimbursed by the Los Angeles County Office of Education.

**14. PUPIL SERVICES**

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

No Contracts Submitted

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Total Vision Care to provide comprehensive developmental optometry services for special education students, during the period March 23, 2009 through June 30, 2009, at the rate of \$115.00 per hour, \$125.00 per progress evaluation, and \$410.00 per visual evaluation, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

No Agreements Submitted

## 15. BUSINESS

### A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. Carmel Valley Recreation Center for lease of facilities for the San Dieguito Adult School senior exercise class, during the period April 20, 2009 through June 12, 2009, for an amount not to exceed \$1,612.65, to be expended from the Adult Education Fund 11-00.
2. Augusoft, Inc. to provide on-line student registration services for the San Dieguito Adult School, during the period July 1, 2009 until terminated in writing by either party, in the amount of \$20,000.00 for license fee, \$7,000.00 for annual subscription fee, and \$300.00 for project start up/management services fee, to be expended from the Adult Education Fund 11-00.
3. Cathedral Catholic High School for lease of facilities for Canyon Crest Academy Swim Team practice, during the period February 23, 2009 through May 19, 2009, for an amount not to exceed \$8,526.00, to be paid for by the Canyon Crest Academy Foundation.
4. San Dieguito Union High School District to serve as the central collection agency of developer fees for the following area feeder elementary school districts: Solana Beach Elementary District, Del Mar Union Elementary District, and Rancho Santa Fe Elementary District, during the period April 17, 2009 until terminated in writing by either party, and be reimbursed by each district the amount of \$25.75 per developer fee transaction.

### B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute the agreements:

1. City of Encinitas for shared cost of a special purpose officer (school resource officer), during the period July 1, 2009 through June 30, 2010, in the amount of \$100,735.00, to be expended from the General Fund/Restricted 06-00.

### C. APPROVAL OF AGREEMENT / CHEVRON ENERGY SOLUTIONS

Approve entering into an Investment Grade Solar Assessment Agreement with Chevron Energy Solutions Company, a Division of Chevron USA, Inc. (Chevron ES), an Energy Services Company ("ESCO") to perform an Investment Grade Solar Assessment ("Solar Assessment") at one or all of the District's school sites, at the rate of \$7,500.00 per site plus reimbursables at cost, during the period April 17, 2009 through October 30, 2009, to be expended from the Capital Facilities Fund 25-19, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the agreement.

### D. APPROVAL OF AGREEMENT / RETRIEVER PAYMENT SYSTEMS

Approve entering into an agreement with Retriever Payment Systems, Inc. to provide credit card processing/merchant services for the Planning and Financial Management Department developer fee collections, during the period April 17, 2009 until terminated in writing by either party, at the credit card discount rate of 2.00%, \$0.20 per transaction, and \$5.00 monthly fee, to be expended from the Capital Facilities Funds 25-18 and 25-19, and Mello Roos Funds, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to sign all pertinent documents.

### E. AWARD OF CONTRACTS

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

1. Western Pump, Inc. for the Install Vapor Recovery System at SDUHSD Transportation Yard project B2009-16, for an amount of \$74,365.00, to be expended from the Capital Facilities Fund 25-19.

F. APPROVAL OF CHANGE ORDERS

No Change Orders Submitted

G. ACCEPTANCE OF CONSTRUCTION PROJECTS

No Construction Projects Submitted

H. APPROVAL OF 2009-2010 DEFERRED MAINTENANCE FIVE-YEAR PLAN

Approve the attached 2009-2010 Deferred Maintenance Five-Year Plan, as shown in the attached supplement.

I. 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:

- \_\_\_\_\_ Joyce Dalessandro
- \_\_\_\_\_ Linda Friedman
- \_\_\_\_\_ Barbara Groth
- \_\_\_\_\_ Beth Hergesheimer
- \_\_\_\_\_ Deanna Rich

Student Board Members:

- \_\_\_\_\_ Meredith Adams, La Costa Canyon
- \_\_\_\_\_ Isabelle Giap, Canyon Crest Academy
- \_\_\_\_\_ Allie Jucha, San Dieguito Academy
- \_\_\_\_\_ Ilana Newman, Torrey Pines
- \_\_\_\_\_ Kaden Strong, Sunset

**DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 24)**

16. APPROVAL OF PROPOSED REVISION TO BOARD POLICY 6200.1 & 6200.1/AR-1, "ALTERNATIVE CREDITS TOWARD GRADUATION"

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Revision to Board Policy 6200.1 & 6200.1/AR-1, "Alternative Credits Toward Graduation", as shown in the attached supplements.

17. ADOPTION OF RESOLUTION DECLARING MAY 13, 2009, AS "DAY OF THE TEACHER"

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to declare May 13, 2009, as "Day of the Teacher" as shown in the attached supplement.

18. COMMUNITY FACILITIES DISTRICT NO. 95-2 / ANNEXATION NO. 14 / ADOPTION OF RESOLUTION OF ANNEXATION / LA COSTA FAIRWAYS / A 10-UNIT CONDOMINIUM SUBDIVISION / PACIFIC MERCANTILE BANK / CARLSBAD

A. PUBLIC HEARING

B. Motion 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. 95-2.

19. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRAN) FOR 2009-10

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the attached Resolution for Tax and Revenue Anticipation Notes (TRAN) for fiscal year 2009-10.

20. APPROVAL OF TRANSFER OF TIER III CATEGORICAL FUNDS

A. PUBLIC HEARING

B. Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the transfer of Tier III Categorical Funds in the amount of \$1,292,426.18 from the General Fund/Restricted to the General Fund/Unrestricted.

- 21. APPROVAL OF COMMUNITY-BASED ENGLISH TUTORING PROGRAM (CBET), 2009-10  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the CBET Application for 2009-10, as shown in the attached supplement.
- 22. APPROVAL OF MODIFIED PASSING SCORES FOR THE CALIFORNIA HIGH SCHOOL EXIT EXAM (CAHSEE), 2008-09  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve Modified CAHSEE Scores for 2008-09 Test Administration, as shown in the attached supplement.
- 23. APPROVAL OF CARL PERKINS CAREER TECHNOLOGY EDUCATION MEMORANDUM OF UNDERSTANDING BETWEEN SDUHSD AND SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Carl Perkins CTE Memorandum of Understanding for an agreement between the San Dieguito Union High School District and San Diego County Superintendent, as shown in the attached supplement.
- 24. ADOPTION OF RESOLUTION OF LAYOFF AND/OR REDUCTIONS IN ASSIGNMENT  
Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt the Resolution of Layoff, as shown in the attached supplement.

**INFORMATION ITEMS..... (ITEMS 25 – 32)**

- 25. BUSINESS SERVICES UPDATE .....STEVE MA, ASSOCIATE SUPERINTENDENT
- 26. HUMAN RESOURCES UPDATE.....TERRY KING, ASSOCIATE SUPERINTENDENT
- 27. EDUCATIONAL SERVICES UPDATE .....RICK SCHMITT, ASSOCIATE SUPERINTENDENT
- 28. 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)
- 29. FUTURE AGENDA ITEMS
- 30. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)

**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 and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).
- D. Consideration and/or deliberation of student discipline matters. (3 cases)
- 31. REPORT FROM CLOSED SESSION (AS NECESSARY)
- 32. ADJOURNMENT OF MEETING

The next regularly scheduled Board Meeting will be held on Tuesday, May 5, 2009, at 6:30 PM in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.



**ITEM 6**

**Board of Trustees**  
Joyce Dalessandro  
Linda Friedman  
Barbara Groth  
Beth Hergesheimer  
Deanna Rich

**Superintendent**  
Ken Noah



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

Telephone (760) 753-6491  
www.sduhsd.net

**Office of the Superintendent**  
Fax (760) 943-3501

**MARCH 19, 2009**

**710 ENCINITAS BLVD  
ENCINITAS, CA 92024**

**DISTRICT OFFICE  
BOARD ROOM #101**

**PRELIMINARY FUNCTIONS..... (ITEMS 1 - 6)**

**1. CALL TO ORDER; PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS ..... (ITEM 1)**

President Dalessandro called the meeting to order at 5:45 PM to receive public comments on Closed Session agenda items. No public comments were presented.

**2. CLOSED SESSION.....(ITEM 2)**

The Board convened to Closed Session at 5:47 PM to:

- A. 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 and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E).

**OPEN SESSION / ATTENDANCE**

BOARD OF TRUSTEES

Joyce Dalessandro  
Linda Friedman  
Barbara Groth  
Beth Hergesheimer  
Deanna Rich

ADMINISTRATORS

Ken Noah, Superintendent  
Terry King, Associate Superintendent, Human Resources  
Steve Ma, Associate Superintendent, Business  
Rick Schmitt, Associate Superintendent, Educational Services  
Alicia Pitrone, Director, Nutrition Services  
Becky Banning, Recording Secretary

STUDENT BOARD MEMBERS

Allie Jucha, San Dieguito Academy  
Kaden Strong, Sunset High School

ITEM 6

- 3. CALL TO ORDER .....(ITEM 3)  
The regular meeting of the Board of Trustees was called to order at 6:32 PM by President Dalessandro.
- 4. PLEDGE OF ALLEGIANCE .....(ITEM 4)  
Board Vice-President Linda Friedman led the Pledge of Allegiance.
- 5. REPORT OUT OF CLOSED SESSION.....(ITEM 5)  
No action was taken during Closed Session.
- 6. APPROVAL OF MINUTES.....(ITEM 6)  
It was moved by Ms. Groth, seconded by Ms. Friedman, that the Minutes of the Regular Board Meeting of March 5<sup>th</sup> be approved as written. **Motion unanimously carried.**

**NON-ACTION ITEMS**.....(ITEMS 7 - 10)

- 7. STUDENT BOARD REPRESENTATIVE REPORTS.....(ITEM 7)  
Student Board Representatives gave updates on events and activities at their schools.
- 8. BOARD OF TRUSTEES UPDATES AND REPORTS.....(ITEM 8)  
Ms. Dalessandro attended a San Diego City / School Liaison Committee Meeting on March 17<sup>th</sup> with San Diego City Councilmember, Ms. Sherri Lightner; a ribbon-cutting ceremony for a new computer cart at the Solana Beach Public Library; a Solana Beach City Council meeting with CALTRANS where safety issues of the Interstate 5 Lomas Santa Fe exit were discussed; and a meeting with Leadership Associates, Inc, (a candidate search firm hired by the Encinitas Union School District Board of Trustees), to provide input regarding desired qualities of the new superintendent.  
Ms. Friedman attended the meeting with Leadership Associates, (as stated above).  
Ms. Groth attended a meeting with the San Diego County School Boards Association on March 18<sup>th</sup>. Mr. Kevin Gordon was the keynote speaker.  
Ms. Hergesheimer reminded the Board of the upcoming meeting of the San Dieguito Alliance for Drug Free Youth on April 3<sup>rd</sup> and offered to represent the Board at the meeting.  
Ms. Rich attended the San Diego City/School Liaison meeting with Ms. Lightner and the Solana Beach City Council meeting with CALTRANS.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES.....(ITEM 9)  
Superintendent Noah reviewed timelines for next budget development steps and requested the Board hold a series of workshops between now and the end of the school year to discuss Facilities and other district budget matters; confirmed a pending Public Facilities Authority Meeting and Facilities Board Workshop on April 16<sup>th</sup>; stated that he and Mr. Ma are in the process of conducting staff meetings at the sites to discuss the budget; and announced the names of all nominees for Teacher of the Year and Classified Employee of the Year, including the nominations of Mr. Brian Shay as SDUHSD’s Teacher of the Year, and Lorraine Leftwick as the District’s Classified Employee of the Year.
- 10. NUTRITION SERVICES UPDATE ..... ALICIA PITRONE, DIRECTOR  
Ms. Pitrone discussed this year’s customer preferences, the department’s budget, food and labor costs, and participation percentages. She also reviewed Breakfast Program Revenue projections for Federal and State reimbursements, and outlined the department’s future goals.



ITEM 6

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

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

**11. SUPERINTENDENT**

A. ACCEPTANCE OF GIFTS AND DONATIONS

Acceptance of Gifts and Donations received, as shown in the attached supplement.

B. APPROVAL OF FIELD TRIP REQUESTS

Approval of all Field Trip Requests submitted, as shown in the attached supplement.

**12. HUMAN RESOURCES**

A. APPROVAL OF PERSONNEL REPORTS

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

1. Certificated and/or Classified Personnel Reports as shown in the attached supplements.

B. APPROVAL /RATIFICATION OF AGREEMENTS

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 Contracts Submitted

B. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

1. West Shield Adolescent Services to provide transporting/escorting services for special education students at risk to residential facilities, during the period December 1, 2008, through June 30, 2009, at the rate of \$81.00 per hour, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

No Agreements Submitted

**15. BUSINESS**

A. APPROVAL/RATIFICATION OF AGREEMENTS

Approve/ratify entering into the following agreements and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah to execute the agreements:

ITEM 6

1. City of Carlsbad Recreation Department for lease of facilities for the La Costa Canyon High School Swim Team, during the period March 20, 2009, through May 8, 2009, for an amount not to exceed \$1,200.00, to be paid for by the La Costa Canyon High School Foundation.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

Approve/ratify amending the following agreements and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the agreements:

1. Fredricks Electric, Inc., for district wide electrical services, extending the contract period from March 15, 2009, to March 14, 2010 without any price increases, to be expended from the fund to which the project is charged.
2. Digital Schools of California, LLC for services-based detailed application software for human resources, budgeting, and payroll management, extending the contract for a two-year period from July 1, 2009, through June 30, 2011, with an annual 5% increase per year as allowed in the contract, to be expended from the General Fund 03-00.

C. APPROVAL OF AGREEMENT / WILKINSON HADLEY & Co., LLP

Approve designation of Wilkinson Hadley & Co., LLP to provide the annual audit covering the 2008-09 school year, in an amount not to exceed \$14,300.00, and additional audits as required, to be billed at the hourly rates stated and charged to the appropriate account.

D. AWARD OF CONTRACTS

No Contracts Submitted

E. ADOPTION OF RESOLUTION / COOPERATIVE BID

Adopt the attached resolution authorizing contracting pursuant to cooperative bid and award documents from the State of California, Department of General Services (DGS), California Multiple Award Schedule (CMAS) Contract for the procurement of fire alarm, fire suppression, and life safety monitoring and inspection services, for an amount not to exceed \$77,126.56 per year plus the one-time State administrative fee of approximately 2.26% of the total cost of the contract, during the period July 1, 2009 through June 30, 2014, to be expended from the General Fund 03-00, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute any necessary documents.

F. APPROVAL OF CHANGE ORDERS

No Change Orders Submitted

G. ACCEPTANCE OF CONSTRUCTION PROJECTS

No Constructions Projects Submitted

H. APPROVAL OF BUSINESS REPORTS

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

ITEM 6

**DISCUSSION / ACTION ITEMS**..... (ITEMS 16 - 17)

16. APPROVAL OF REVISED BOARD MEETING SCHEDULE, 2009

It was moved by Ms. Hergesheimer, seconded by Ms. Friedman, to approve the Revised 2009 Board Meeting Schedule, as shown in the attached supplement. **Motion unanimously carried.**

17. APPROVAL OF REVISED 2009 – 2010 INSTRUCTIONAL CALENDAR

It was moved by Ms. Groth, seconded by Student Board Member Kaden Strong, to approve the Revised 2009-2010 Instructional Calendar, as shown in the attached supplement. **Motion unanimously carried.**

**INFORMATION ITEMS**..... (ITEMS 18 - 26)

18. PROPOSED REVISION TO BOARD POLICY 6200.1 & 6200.1/AR-1, "ALTERNATIVE CREDITS TOWARD GRADUATION" (RICK SCHMITT)

This item was submitted for the first reading and will be resubmitted to the Board for approval on April 16, 2009.

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

Mr. Ma provided the Board with a report and photographs of the district's Environmental Outdoor Lab Program located in La Costa Valley, which is scheduled to be ready for use on March 31<sup>st</sup>. He also gave an update on a Behavior Intervention Plan Settlement Agreement and the Federal Stimulus Package, both of which will bring added funds to the district.

20. HUMAN RESOURCES UPDATE.....TERRY KING, ASSOCIATE SUPERINTENDENT

Ms. King gave an update on temporary teacher employment contracts. She also said the district's Beginning Teachers Support and Assessment Induction Program (BTSA) has been approached by area districts regarding the possibility of joining the program. A district proposal is pending.

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

Mr. Schmitt handed out a list containing Initial Suggested and Required Student Readings for each grade level - 7<sup>th</sup> through 12<sup>th</sup> – for the 2009-10 School Year.

22. PUBLIC COMMENTS – (NONE PRESENTED)

23. FUTURE AGENDA ITEMS – (NONE PRESENTED)

24. ADJOURNMENT TO CLOSED SESSION - - (NOT REQUIRED)

25. REPORT OUT OF CLOSED SESSION – - (NOTHING REPORTED)

26. ADJOURNMENT OF MEETING - The meeting was adjourned at 7:46 PM.

\_\_\_\_\_  
Barbara Groth, Board Clerk

\_\_\_\_\_/\_\_\_\_\_/2009  
Date

\_\_\_\_\_  
Ken Noah, Superintendent

\_\_\_\_\_/\_\_\_\_\_/2009  
Date

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 20, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED AND  
SUBMITTED BY:** Ken Noah, 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 reports.

### RECOMMENDATION:

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

### FUNDING SOURCE:

Not applicable

KN/bb

## ITEM 11A

**DONATIONS REPORT**  
**SDUHSD BOARD MEETING**  
**April 16, 2009**

Donation	Purpose	Donor	Donated To: (Teacher, Dept, Site)	
		Name / Foundation	Department	School Site
\$31,373.42	Donation to replace 29 computers in the Media Center	LCC Foundation	Media Center	LCC
\$2,450.00	Donation check to cover salaries of guests & visiting artists	CCA Foundation	None mentioned	CCA
\$30.00	Donation check for reward gift cards	CCA Foundation	None mentioned	CCA
\$121.26	Donation check for educational needs at TPHS	WaMoola for Schools	None mentioned	TPHS
\$2,500.00	Donation for the Special Education Program	Anonymous	Special Education	SDUHSD
\$122.01	Donation check for educational needs at EWMS	Target	None mentioned	EWMS
\$27.71	Donation check for educational needs at EWMS	Supervalu, Inc.	None mentioned	EWMS
\$328.88	Donation check for educational needs at SDA	WaMoola for Schools	None mentioned	SDA
\$3,431.00	Donation for Theater Tech salary	SDA Foundation	Theater	SDA
\$200.00	Donation check for education needs at SDA	AT Human USA	None mentioned	SDA
\$306.20	Donation check for education needs at TPHS	Target - Take Charge of Education	None mentioned	TPHS
\$396.88	Donation check for education needs at CCA	Target - Take Charge of Education	None mentioned	CCA
\$1,027.87	Donation check for education needs at SDA	Target - Take Charge of Education	None mentioned	SDA
2 fiberglass kettle drums, 32" & 23" (valued at \$1,000)	Donation to the band department	John Wishnuff	Band Department	OCMS

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 20, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED AND  
SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** APPROVAL / RATIFICATION OF  
FIELD TRIPS

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### EXECUTIVE SUMMARY

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

### RECOMMENDATION:

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

### FUNDING SOURCE:

As listed on attached reports.

KN/bb



## ITEM 11B

**FIELD TRIP REPORT  
SDUHSD BOARD MEETING  
April 16, 2009**

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
04/24/09-04/25/09	LCC	Armstrong	Steve	Golf	5	1	Desert Classic Golf Tournament	Holtville	CA	1 day	N/A
05/19/09-05/20/09	LCC	Armstrong	Steve	CIF Golf	8	1	CIF Golf Championships	Warner Springs	CA	1 day	N/A
05/26/09-05/27/09	LCC	Armstrong	Steve	CIF Golf	8	1	CIF Golf Championships	Warner Springs	CA	1 day	N/A
06/02/09-06/03/09	LCC	Armstrong	Steve	CIF Golf	8	1	CIF Golf Championships	Temecula	CA	1 day	N/A
06/08/09-06/11/09	LCC	Armstrong	Steve	CIF Golf	6	1	CIF State Golf Championships	Pacific Grove	CA	3 days	N/A
04/22/09-04/25/09	TPHS	Meigs	Anne	CIF Golf	3	2	CIF Griggs Cup Tennis Tournament	Ventura	CA	2 days	N/A
04/18/09-04/19/09	LCC	Mattison	Carissa	Instrumental Music	49	8	Music clinic with professional musicians at the Disneyland Music Studios	Anaheim	CA	1 day	N/A
06/13/09-06/17/09	TPHS	Killmar	Nona	Varsity Academic Team	5	1	National Tournament of Academic Team Excellence	Orlando	FL	N/A	N/A
04/17/09-04/18/09	TPHS	Falcis-Stevens	Charlenne	Girls Track	10	5	Nationally ranked track meet competition (Mt. Sac Relays)	Los Angeles	CA	1 day	N/A
04/22/09-04/24/09	SDA	Tomasi	Joe	CIF Tennis	2	2	CIF invitational tournament	Ventura	CA	3 days	N/A
09/25/09-09/26/09	LCC	McDougall	Pat	Girls Volleyball	12	4	Varsity Girls Volleyball tournament	Las Vegas	NV	1 day	N/A
10/30/09-10/31/09	LCC	McDougall	Pat	Girls Volleyball	12	4	Varsity Girls Volleyball tournament	Santa Barbara	CA	1 day	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 7, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED AND  
SUBMITTED BY:** Terry King  
Associate Superintendent/Human Resources

**SUBJECT:** APPROVAL OF CERTIFICATED and  
CLASSIFIED PERSONNEL

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### EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

#### Certificated

Employment  
Change in Assignment  
Leave of Absence  
Resignation

#### Classified

Employment  
Change in Assignment

#### RECOMMENDATION:

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

#### FUNDING SOURCE:

General Fund

## PERSONNEL LIST

### CERTIFICATED PERSONNEL

#### Employment

1. **Ashley Bascom**, 100% Temporary Counselor at Torrey Pines for the 2009-10 school year, effective 8/25/09 through 6/18/10.
2. **Andrea Cartwright**, 100% Temporary Teacher (English/Speech) at La Costa Canyon for the 2009-10 school year, effective 8/25/09 through 6/18/10.
3. **Robert Shockney**, 100% Temporary Teacher (Social Science & ASB Director) at Diegueno for the 2009-10 school year, effective 8/25/09 through 6/18/10.

#### Change in Assignment

1. **Heather Lutz**, School Psychologist, Change in Assignment from 60% to 100% beginning in the 2009-10 school year, effective 8/25/09.

#### Leave of Absence

1. **Tamara Austin**, Teacher at Carmel Valley, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
2. **Christopher Black**, Teacher at Canyon Crest Academy, 100% Unpaid Leave of Absence for the 2009-10 school year, effective 8/25/09 through 6/18/10.
3. **Whitney Botron**, Teacher at Earl Warren, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
4. **Dianne Brown**, Teacher at Torrey Pines, 60% Unpaid Leave of Absence (40% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
5. **Ann Cerny**, Teacher at Earl Warren, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
6. **Robin Duncan**, Teacher at Canyon Crest Academy, 33% Unpaid Leave of Absence (67% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
7. **Lucia Franke**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
8. **Anne-Marie Godfrey**, Teacher at Torrey Pines, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
9. **Lucinda Honselaar**, Teacher at Carmel Valley, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
10. **Joy Kuemmerle**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
11. **Jill Lenc**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
12. **Melinda Lewis**, Teacher at Earl Warren, 100% Unpaid Leave of Absence for the 2009-10 school year, effective 8/25/09 through 6/18/10.
13. **Shanon Marek**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
14. **Anne Meigs**, Teacher/Athletic Director at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.

ITEM 12A

15. **Nan Mijares**, Teacher at La Costa Canyon, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
16. **Alison Oden**, Teacher at Diegueno, 20% Unpaid Leave of Absence (80% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
17. **Catherine Ramos**, Teacher at San Dieguito Academy, 33% Unpaid Leave of Absence (67% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
18. **Sarah Schirripa**, Teacher at Torrey Pines, 100% Unpaid Leave of Absence for the 2009-10 school year, effective 8/25/09 through 6/18/10.
19. **M. Nicole Selby**, Teacher at La Costa Canyon, 100% Unpaid Leave of Absence for child rearing purposes, effective 3/20/09 through 4/12/09; Nicole will resume 100% assignment effective 4/13/09.
20. **Deirdre Shannon**, Teacher at Torrey Pines, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
21. **Kyle White**, 80% Perm. Teacher at Canyon Crest Academy, 47% Unpaid Leave of Absence (33% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
22. **Julianna Yaeger**, Teacher at Carmel Valley, 40% Unpaid Leave of Absence (60% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.
23. **Gail Zides**, Teacher at Torrey Pines, 60% Unpaid Leave of Absence (40% assignment) for the 2009-10 school year, effective 8/25/09 through 6/18/10.

**Resignation**

1. **Heather Bowman**, La Costa Canyon Teacher currently on Unpaid Leave of Absence for the 2008-09 school year, Resignation from employment, effective 6/30/09.
2. **Kathleen Chubbic**, Teacher at Diegueno, Resignation for Retirement purposes, effective 6/30/09.
3. **Sandra Irwin**, Teacher at North Coast Alternative HS, Resignation for Retirement purposes, effective 6/12/09.

## **PERSONNEL LIST**

### **CLASSIFIED PERSONNEL**

#### **Employment**

1. **Chanchavac, Manuel**, Custodian (extra help), effective 4/13/09-6/12/09
2. **Cortez, Barbara**, Nutrition Services Assistant I, effective 3/30/09
3. **Cruz, Sarah**, Custodian (extra help), effective 4/13/09-6/12/09
4. **Robinson, Tyler**, At Will Employee, effective 4/15/09–5/27/09

#### **Change in Assignment**

1. **Veraldi, Kathleen**, from Office Assistant to Registrar, effective 3/5/09 – 3/19/09
2. **Solomon, Thea**, from Administrative Assistant to Senior Buyer, effective 6/1/09

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Christina M. Bennett, Director of Purchasing  
Eric R. Dill, Executive Director, Business Services  
Steve Ma, Associate Superintendent/Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL/RATIFICATION OF  
PROFESSIONAL SERVICES CONTRACTS/  
EDUCATIONAL SERVICES

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### EXECUTIVE SUMMARY

The attached Professional Services Report/Educational Services summarizes one contract in an amount not to exceed \$0.00, or as noted on the attachment.

### RECOMMENDATION:

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

### FUNDING SOURCE:

As noted on attached list.



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**EDUCATIONAL SERVICES - PROFESSIONAL SERVICES REPORT**

**Date: 04/16/09**

<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>
04/18/09	Los Angeles County Office of Education (LACOE)	San Dieguito UHSD to provide an ROP Instructor to the LACOE for the Architectural Development Workshop for the California Industrial and Technology Education Consortium	Reimbursed by LACOE	\$334.98

## San Dieguito Union High School District

### INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: March 23, 2009

BOARD MEETING DATE: April 16, 2009

PREPARED BY: Bruce Cochrane, Executive Director  
Pupil Services

SUBMITTED BY: Ken Noah  
Superintendent

SUBJECT: Approval/Ratification of Independent  
Contractor Agreement

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#### **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 2008-2009 school year.

#### **RECOMMENDATION**

Approve/ratify entering into an Independent Contractor Agreement as shown on the attached report and authorize Christina M. Bennett, Eric R. Dill, Stephen G. Ma, or Ken Noah 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 \$3,000.00

KN/ddb  
Attachment

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**INDEPENDENT CONTRACTOR AGREEMENTS 2008-2009**

**Date: April 16, 2009**

Contract Effective Dates	Independent Contractor	Description of Services	Number of Students (Estimate)	Fee
3-23-09 To 6-30-09	Total Vision Care	Comprehensive Developmental Vision Evaluations, Vision Therapy and Progress Evaluations	1 – 2	\$115.00/hr. therapy \$125.00/ea. Prog. Eval. \$410.00/ea. Evaluations Estimate: \$3,000.00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Christina Bennett, Director of Purchasing  
Eric R. Dill, Executive Director, Business Services  
Steve Ma, Associate Superintendent/Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL/RATIFICATION OF  
PROFESSIONAL SERVICES CONTRACTS/  
BUSINESS

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### EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes four contracts totaling \$37,438.65, 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.

ITEM 15A

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**BUSINESS - PROFESSIONAL SERVICES REPORT**

**Date: 04-16-09**

<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>
04/20/09 – 06/12/09	Carmel Valley Recreation Center	Lease of facilities for the San Dieguito Adult School senior exercise class	Adult Education Fund 11-00	\$1,612.65
07/01/09 until terminated in writing by either party	Augusoft, Inc.	Provide on-line student registration services for the San Dieguito Adult School	Adult Education Fund 11-00	\$20,000.00 license fee; \$7,000.00 annual subscription fee; \$300.00 project start up fee
02/23/09 – 05/19/09	Cathedral Catholic High School	Lease of facilities for Canyon Crest Academy Swim Team practice	CCA Foundation	\$8,526.00
04/17/09 until terminated in writing by either party	Solana Beach Elementary District, Del Mar Union Elementary District, and Rancho Santa Fe Elementary District	San Dieguito Union High School District to serve as the central collection agency of developer fees for area feeder elementary school districts	Reimbursed by each district	\$25.75 per developer fee transaction

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 3, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Eric R. Dill, Exec. Dir., Business Services  
Steve Ma, Assoc. Supt., Business

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** APPROVAL OF RENEWAL OF AGREEMENT  
WITH CITY OF ENCINITAS REGARDING  
SHARED COST OF SPECIAL PURPOSE  
OFFICER

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### EXECUTIVE SUMMARY

The District and the City of Encinitas have been in partnership since 2001 to equally share the cost of two school resource officers provided by the San Diego County Sheriff's Department. The deputies serve the four schools in Encinitas. The agreement is renewed annually until terminated by either party. Costs for this program in the early years were offset by federal grants. When grant funding expired, the City and the District opted to continue to contract for this service. Although costs have continued to increase over the years, the District was able to fund this program and maintain the same level of service.

Unfortunately, the Sheriff's Department has passed on a significant increase in its contracted services for 2009-10 at the same time the District and the City are experiencing budget challenges. The school safety categorical funds the District has used to pay for this service are in Tier III, meaning they were subject to mid-year cuts this year and a further reduction next year. The district has not redirected any of these funds to the unrestricted General Fund so that it may continue to fund other school safety related expenses. We have met with the City and they are unable to fully absorb this increase. We have therefore notified the City that due to categorical budget reductions, we must reduce the level of service contracted with the Sheriff's Department by one deputy. The remaining deputy will be responsible for all four schools. This level of service is commensurate with our arrangement with San Diego Police Department where one officer serves three schools. The City is preparing another grant application for federal funds. We are in support of this application and have indicated we would be open to restoring service dependent upon available funding.



ITEM 15B

**RECOMMENDATION:**

It is recommended that the Board approve renewing the agreement with the City of Encinitas for shared cost of a special purpose officer (School Resource Officer), during the period July 1, 2009 through June 30, 2010, in the amount of \$100,735.00, and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute the agreement.

**FUNDING SOURCE:**

General Fund/Restricted 06-00

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 27, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** John Addleman, Director of Planning and  
Financial Management  
Stephen G. Ma, Assoc. Supt. of Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL TO ENTER INTO AGREEMENT /  
INVESTMENT GRADE SOLAR ASSESSMENT /  
CHEVRON ENERGY SOLUTIONS COMPANY

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### EXECUTIVE SUMMARY

On December 5, 2008, the District received three proposals for Solar Power Provider Services. On January 28, 2009, interviews were held to obtain additional information to better select a provider. Staff has conducted additional research through C.A.S.H. and the County Office of Education to determine the best implementation of provider services. At this time, staff recommends the selection of Chevron Energy Solutions Company, a Division of Chevron USA, Inc. as the District's Solar Power Provider and to enter into an Investment Grade Solar Assessment Agreement as the first step in obtaining solar power facilities for our school sites.

### RECOMMENDATION:

It is recommended that the Board approve entering into an Investment Grade Solar Assessment Agreement with Chevron Energy Solutions Company, a Division of Chevron USA, Inc. (Chevron ES), an Energy Services Company ("ESCO") to perform an Investment Grade Solar Assessment ("Solar Assessment") at one or all of the District's school sites, at the rate of \$7,500.00 per site plus reimbursables at cost, during the period April 17, 2009 through October 30, 2009, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to execute the agreement

### FUNDING SOURCE:

Capital Facilities Fund 25-19

## INVESTMENT GRADE SOLAR ASSESSMENT AGREEMENT

This INVESTMENT GRADE SOLAR ASSESSMENT AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ ( ) day of April, 2009 between Chevron Energy Solutions Company, a Division of Chevron USA, Inc. (Chevron ES), an Energy Services Company ("ESCO"), having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104 and San Dieguito Union High School District located at 710 Encinitas Blvd., Encinitas, CA 92024 hereinafter referred to as "Customer", Chevron ES Project # \_\_\_\_\_ . ESCO and Customer may singularly be referred to as "Party" or collectively as "Parties".

### WITNESSETH

WHEREAS, ESCO is a company with experience and technical and management capabilities to provide for the discovery, engineering, packaging, procurement, installation, financing, maintenance and monitoring of Solar Photovoltaic Installations and Energy Conservation Measures at public and private sector; and

WHEREAS, the Customer desires to enter into an Agreement to have ESCO perform an Investment Grade Solar Assessment ("Solar Assessment") in accordance with the standards set forth in Exhibit 1. Upon the satisfactory completion of the Solar Assessment and subject to the Customer's approval, it is the Customer's intent to have the ESCO implement selected Solar Photovoltaic Installations and Energy Conservation Measures (ECM'S) identified in the Solar Assessment. The terms and conditions of the implementation are to be established and agreed upon in a subsequent Solar Services Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is mutually acknowledged, the parties hereto agree as follows:

### 1. ENERGY AUDIT

ESCO agrees to perform an Investment Grade Solar Assessment in accordance with the attached "STANDARDS FOR PERFORMING IVENSTMENT GRADE SOLAR ASSESSMENT." ESCO agrees to complete the Investment Grade Solar Assessment and to present to the Customer a draft report within 75 days from the date of receipt of the following information from the Customer:

1. Three years' worth of actual utility bills for all included utilities, beginning with the most recent month.
2. Copies of all mechanical, architectural and electrical drawings.
3. 8 1/2" x 11" roof plans of all included buildings as site plans for parking lots.

Customer agrees to assist the ESCO in performing the Solar Assessment by providing ESCO, its employees and agents, access to the facilities as deemed necessary by ESCO, providing minor assistance from Customer's staff as available and within staff's capabilities, providing (or causing its energy suppliers to provide, where appropriate) complete and accurate data concerning energy usage and cost for the facilities. Information provided by Customer shall be as available and may not be available in all cases. Customer agrees to work diligently to provide full and accurate information. ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed.

### 2. COMPENSATION TO ESCO

Except as provided for below, within 60 calendar days after ESCO's submission of the final Investment Grade Solar Assessment (IGSA) report, Customer shall compensate ESCO for performance of the Solar Assessment by payment to ESCO of seven thousand five hundred dollars (\$7,500.00) per site as listed Attachment A., plus reimbursable expenses such as soils reports, CEQA, Hazmat investigations, utility incentive fees at cost.

- A. Customer shall have no payment obligations at the time of execution of this Agreement, but acknowledges that the fee indicated above shall be incorporated into the total contract amount in the event ESCO and Customer execute a Solar Services Contract within sixty (60) calendar days, or such longer period as the parties may mutually agree, after submission of the final Investment IGSA) report by ESCO to the Customer. However, if the parties do not execute a Solar Services Contract within sixty (60) calendar days after ESCO's submission of the final IGSA report, or such longer period as the parties may mutually agree, then the assessment fee set forth above shall be immediately due and payable by Customer to ESCO.
- B. Customer and/or ESCO reserve the right to terminate the contract at any time during the comprehensive assessment. If canceled by Customer, costs incurred by ESCO at the date of termination would be prorated based on percentage of completion, and payable by Customer.

ITEM 15C

- C. Should the ESCO determine any time during the Solar Assessment that the projected savings will not support a paid-from-savings project; the Solar Assessment may be terminated by ESCO. In this event, this Agreement shall be canceled and the Customer shall have no obligation to pay any amount to the ESCO.

**3. CONTRACT DOCUMENTS**

The Contract Documents consist of the following, all of which are as fully a part of this Agreement:

- A. This Investment Grade Solar Assessment Agreement.
- B. Standards for Performing the Investment Grade Solar Assessment (Exhibit 1).
- C. Attachment A, Customer Building Inventory.

**4. INSURANCE**

ESCO shall maintain, for the duration of this Agreement, the insurance coverage outlined in A through G below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer on an annual basis, prior to policy expiration, via a Certificate of Insurance or a Self Administered Claims Letter.

- A. Workers' Compensation/Employers Liability for states in which ESCO is not a qualified self-insured. Limits as follows:
  - \* Workers' Compensation - Statutory
  - \* Employers Liability - Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee  
Bodily Injury by disease \$1,000,000 policy limit
- B. Commercial General Liability insurance with limits of:
  - \* \$1,000,000 per occurrence for Bodily Injury and Property Damage
  - \* \$1,000,000 General Aggregate - other than Products/Completed Operations
  - \* \$1,000,000 Products/Completed Operations Aggregate
  - \* \$1,000,000 Personal & Advertising Injury
  - \* \$ 100,000 Fire Damage

Coverage to be written on a Claims-made form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard.

- C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an Occurrence form.
- D. Professional Liability insurance with limits of:
  - \* \$1,000,000 per occurrence
  - \* \$1,000,000 aggregate

Coverage to be written on a Claims-made form.

- E. Excess Liability insurance. Limits as follows:
  - \* \$1,000,000 each occurrence
  - \* \$1,000,000 aggregate

Coverage to be written on a Claims-made form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability.

- F. Policy Endorsements.
  - \* The insurance specified in clause 4.A. above shall contain waivers of subrogation rights against Customer.
  - \* The insurance provided for Commercial General Liability and Auto Liability above shall:
    - (1) include the Customer as an additional insured with respect to Work performed under this Agreement, and

**ITEM 15C**

- (2) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of the Customer.

G. In lieu of any insurances required in this Section, ESCO may self insure hereunder and use a Self Administered Claims Program for this purpose. ESCO will notify Customer in writing 30 days prior to cancellation of the Self Administered Claims Program.

**5. SOLAR SERVICES CONTRACT**

As it is the intent of Customer and ESCO to pursue cost effective energy retrofits of the facilities under a Solar Services Contract, both parties agree to enter into good faith negotiations of a Solar Services Contract immediately following completion of the Solar Assessment. If a Solar Services Contract is not fully executed within 60 calendar days of delivery of the final Comprehensive Energy Analysis, all fees and costs are subject to increase.

**6. COMMODITY MANAGEMENT SERVICES**

To assist ESCO in determining if a commodity management services could be beneficial to Customer, Customer agrees to provide ESCO with the following:

- A. Copies of current supply agreements, including any special electric and/or gas service agreements;
- B. Names of current third party suppliers; and
- C. Financial tools Customer is using to hedge risks associated with energy costs.

**7. INDEPENDENT CONTRACTOR**

ESCO shall perform as an independent contractor under this Agreement. ESCO and its employees or agents are not employees of Customer or the State of \_\_\_\_\_ for any purpose. This Agreement may not be construed to represent the creation of an employer/employee relationship. ESCO shall retain sole discretion in the manner and means of carrying out its activities under this Agreement.

**8. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

ESCO shall comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

**9. LIMITATION OF LIABILITY**

ESCO will not be liable in connection with this contract or any analysis, report, or other deliverables provided hereunder for damages of any kind, including special, indirect, incidental, consequential or punitive damages, however caused, under any theory of liability and regardless of either party's fault. Per section 14 below, Customer is prohibited from utilizing ESCO's Work Product for a period of five years and may incur additional Costs for violating this prohibition. In addition, if Customer uses the information provided hereunder for implementation purposes without the participation of ESCO, Customer agrees to waive and release, and indemnify and hold harmless, ESCO, its subcontractors, and their directors, employees, subcontractors, and agents from any and all liability, claims, damages, losses and/or costs associated with or resulting from such use.

**10. APPLICABLE LAW / SEVERABILITY**

This Agreement is governed by the laws of the State of California. If any term of this Agreement is declared by a court to be illegal or unenforceable, the validity of the other terms shall not be affected, and the rights and obligations of the parties shall be enforced as if the Agreement did not contain that term.

**11. CONFLICTS OF INTEREST**

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Agreement. Likewise, no Party nor any director, employee or agent of any Party, shall without

**ITEM 15C**

prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Agreement, including the expense records of the Party's employees involved in this Agreement, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

**12. CREDITWORTHINESS**

If, at any time, Customer's credit rating falls below investment grade as defined by Moody's Investors Services (or other nationally-recognized independent rating agency), Customer agrees to provide ESCO with current information regarding its creditworthiness upon the request of ESCO. At its sole option, ESCO may then require Customer to provide security satisfactory to ESCO, and the Work may be withheld until such security is received. If Customer deposits the contract amount into a third-party escrow account with an escrow agent and agreement acceptable to ESCO, then the terms of this paragraph are not applicable.

**13. AMENDMENT**

This Agreement may not be amended except by a writing executed by both parties hereto. No oral amendment shall be enforceable, even if supported by new consideration.

**14. WORK PRODUCT**

Customer is prohibited from using the Solar Assessment, any designs or any other work product prepared or produced by ESCO ("Work Product") hereunder as a basis for facility construction or implementation of Solar Photovoltaic Installations or ECM's developed herein by any party other than ESCO for a period of five (5) years after delivery of the IGSA report or the termination of this Agreement. If ESCO determines that Customer has violated this prohibition, ESCO may in its sole discretion, require that Customer pay any and all development costs incurred by ESCO associated with preparing and providing said Work Product ("Costs").

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Agreement.

**Chevron Energy Solutions Company, a Division of  
Chevron U.S.A., Inc.**

**CUSTOMER:  
San Dieguito Union High School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ITEM 15C

**Exhibit 1**

**STANDARDS FOR PERFORMING INVESTMENT GRADE SOLAR ASSESSMENT**

**I. Scope of Work.**

The Solar Assessment shall be performed as described below:

- A. The Customer shall provide and the ESCO shall review in detail documentation, as available, including, but not limited to:
  - 1. Utility company invoices up to five years, with a minimum of three years, beginning with the last available month if available,
  - 2. Utility company demand interval recordings of 15/30 minute electrical demand for characteristic months of the year, where available.
  - 3. Record drawings:
    - a. mechanical
    - b. plumbing
    - c. electrical
    - d. building automation and temperature controls
    - e. structural
    - f. architectural
    - g. modifications and remodels
  - 4. Original construction submittals and factory data (specifications, pump curves, etc.), where available.
  - 5. A list of key contacts at each site, including Customer personnel knowledgeable of the facilities.
  - 6. Roof plans of all buildings as well as information on the age, type and condition of roof
- B. Perform an inspection survey to:
  - 1. Identify the potential locations and type of application for solar photovoltaic installations. Interview key "stakeholders" the facility manager, chief engineer, or others as needed.
  - 2. Identify potential energy conservation measures and opportunities for additional distributed generation technologies.
- C. Prepare a post-inspection status report, consisting of:
  - 1. List of potential sites for solar photovoltaic installations, preliminary layouts, estimated capacity and production.
  - 2. List of potential energy conservation measures
  - 3. Recommendation for terminating or continuing the Solar Assessment. Termination should be recommended if it appears unlikely that a project meeting the agreed cost avoidance commitment in Section 2C of the Solar Assessment Agreement will result from the effort.
- D. Meet with Customer to:
  - 1. Review list of potential sites for solar photovoltaic installations and select sites.
  - 2. Prepare and submit incentive applications for the selected sites.
- E. Perform Comprehensive Site Survey, consisting of:

ITEM 15C

1. Site walk
  2. Shading analysis
  3. Preliminary structural analysis
- F. Utility Analysis and Solar photovoltaic Production Analysis
1. Identify current rate schedule, analyze electrical usage and model load profile for each site
  2. Determine historical site-specific rate escalation
  3. Determine expected solar photovoltaic production curve for proposed sites
  4. Overlay electrical load profile with expected solar photovoltaic production curve to right size the solar photovoltaic system(s) and identify rate restructuring opportunities
- G. Calculate energy savings for identified energy conservation measures. The best method for calculating savings shall be determined by ESCO, and may include using modeling software such as Market Manager or Trace 700, or eQUEST 600, or may involve spreadsheet analysis or other accepted, standard engineering procedures.
- H. Develop and prepare construction costs estimates for solar photovoltaic installations and energy conservation measures.
1. Develop bid packages and run a competitive procurement process:
- K. Prepare a "Budget Analysis" for the different ownership structures and financing options. The Budget Analysis compares the Customer's Business As Usual electric with the Customer's total electric costs over time if the ESCO and Customer enter into a Solar Services Contract to design, install, and monitor the projects proposed in the Investment Grade Solar Assessment.
- L. Meet with Customer to to:
3. Review the proposed scope in the Solar Assessment, and the budget analysis to select the scenario, which is compatible with the Customer's goals; and
- M. Provide to Customer a draft Solar Assessment which shall include:
1. Report:
    - a. Introduction and summary
    - b. A table summarizing the recommended solar photovoltaic installations and energy efficiency measures
    - c. Layouts of the solar photovoltaic installations
    - d. Description of energy conservation measures
    - e. Summary of per meter of utility analysis, baseline, and applicable utility rate escalation
    - f. Budget analysis
    - g. Implementation plan
    - h. Measurement and verification plan
- N. Meet with the Customer to present and discuss the draft Solar Assessment.
- O. In accordance with the wishes of Customer, revise the Solar Assessment.
- P. Submit the final Solar Assessment to Customer.



ITEM 15C

ATTACHMENT (A)

**CUSTOMER SITE INVENTORY**  
(all buildings must be listed)

**SITES INCLUDED IN AUDIT**

Site Name	Address
Diegueno Middle School	2150 Village Park Way, Encinitas, California 92024
Oak Crest Middle School	675 Balour Drive, Encinitas, California 92024
Earl Warren Middle School	155 Stevens Avenue, Solana Beach, CA 92075
Carmel Valley Middle School	3800 Mykonos Lane, San Diego, California 92130
San Dieguito Academy	800 Santa Fe Drive, Encinitas, California 92024
Torrey Pines High School	3710 Del Mar Heights Road, San Diego, California 92130
La Costa Canyon High School	1 Maverick Way, Carlsbad, California 92009
Canyon Crest Academy	5951 Village Center Loop Road, San Diego, California 92130

**BUILDINGS NOT INCLUDED IN AUDIT**

**Building Name**

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 27, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** John Addleman, Director of Planning and  
Financial Management  
Stephen G. Ma, Assoc. Supt. of Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL TO ENTER INTO AGREEMENT /  
CREDIT CARD PROCESSING/MERCHANT  
SERVICES / RETRIEVER PAYMENT SYSTEMS,  
INC.

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### EXECUTIVE SUMMARY

Over the last few years, homeowners and developers have expressed a desire to have the option to pay for developer fees by credit card. The Planning and Financial Management Department has interviewed credit card processing companies with school district experience who could provide these services for in-person transactions only. The selected company, Retriever Payment Systems, Inc. will be able to provide merchant services which will allow individuals to pay school fees by credit card. Payments will be deposited to a District account, less transaction fees. This is the same vendor that the Transportation Department has been using for collection of bus pass fees.

### RECOMMENDATION:

It is recommended that the Board approve entering into an agreement with Retriever Payment Systems, Inc. to provide credit card processing/merchant services for the Planning and Financial Management Department developer fee collections, during the period April 17, 2009 until terminated in writing by either party, at the credit card discount rate of 2.00%, \$0.20 per transaction, and \$5.00 monthly fee, and authorize Christina M. Bennett, Eric R. Dill or Stephen G. Ma to sign all pertinent documents.

### FUNDING SOURCE:

Capital Facilities Fund 25-18, Capital Facilities Fund 25-19, Mello-Roos Prepayment Funds



powered by:  
NPC

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

# MERCHANT APPLICATION

**First National Bank**  
Omaha  
Member Bank for Visa and MasterCard  
402-633-2900 Omaha, NE

RPSI.0608.00.00 TAB

Merchant's Business Name (Legal):

**Section 1**  
**VISA/MASTERCARD/DISCOVER NETWORK SCHEDULE OF FEES**      **DISCOUNT:**  Daily  Monthly      We reserve the right to move Merchant from monthly discount to daily discount.

Card Acceptance Options:  Debit Card Only  Other Cards  All Cards      By signing below, you will automatically be able to accept Discover® cards.

**BUSINESS TYPE**  Retail  Restaurant  Supermarket  Lodging  Car Rental  Mail/Telephone Order  Internet  Fuel  Other -

**SUB-BUSINESS TYPE**  Purchase Card  ARU  Emerging Markets  Cash Advance  Card Present / Key Entered  Health Care

	VISA/MASTERCARD RETAIL*		VISA/MASTERCARD MOTO**		DISCOVER NETWORK*		Special Processing
	Discount Rate %	Transaction Fee ¢	Discount Rate %	Transaction Fee ¢	Discount Rate %***	Transaction Fee ¢***	
<b>Qualified</b> 1	%	+ \$0.	2.00 %	+ \$0.20	Same as V/MC Mid-Qual Fee	Same as Visa/MC	<input type="checkbox"/> MOTO CR <input type="checkbox"/> MOTO DB <input type="checkbox"/> MOTO CR / DB <input type="checkbox"/> Fast Payment Service (FPS) <input type="checkbox"/> Large Ticket  <input type="checkbox"/> Debit Only <input type="checkbox"/> Utility <input type="checkbox"/> Utility / Conv. Fee <input type="checkbox"/> Other _____
<b>Mid-Qualified</b> 2	+ 0.00%	+ \$0.	N/A	N/A	Same as V/MC Mid-Qual Fee	Same as V/MC Mid-Qual Fee	
<b>Non-Qualified</b> 3	+ 0.00%	+ \$0.	+ 0.00 %	+ \$0.	Same as V/MC Non-Qual Fee	Same as V/MC Non-Qual Fee	

1. This category applies to Visa, MasterCard and Discover Network transactions where an authorization is obtained, the authorization amount exactly matches the transaction amount, additional data required by Visa, MasterCard and/or Discover Network 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). 2. RETAIL ONLY: (i) MasterCard corporate face-to-face transactions, (ii) key-entered Visa/MasterCard/Discover Network 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/MasterCard/Discover Network 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. 3. All Visa/MasterCard/Discover Network transactions which do not fall within one of the categories listed above. All International Card transactions will be standardized at the non-qualified category. THIS IS ADDED TO THE MID-QUALIFIED RATE (FOR RETAIL) OR QUALIFIED RATE (FOR MOTO) FOR DISCOUNT RATE AND TRANSACTION FEE. \* Consumer Rewards Card transactions will be standardized in Mid-Qualified category. Commercial Rewards; Visa Signature; MasterCard World Elite; and Discover Network Consumer Credit Premium Card transactions will be standardized in the Non-Qualified category. \*\* All Rewards Card transactions will have an incremental .11% (11 Basis Points) added to Qualified and/or Non-Qualified categories. \*\*\* Unless otherwise indicated above, qualified Discover Network cards will be assessed the MasterCard and Visa Mid-Qualified rate. If NPC or Processor settles your Discover Network Card transactions, the mid-qualified and non-qualified rates for Discover Network transactions will be the same as the mid-qualified and non-qualified rates for your Visa and MasterCard Card transactions. The Transaction Fee is the same as the Visa / MasterCard Transaction Fee, or \$0.30 if the Visa/MasterCard Transaction Fee was left blank on the Merchant Application. See Section 5 for further Clarification on Discover Network.

**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:  PIN-BASED       NON PIN-BASED       Both

Debit PIN-Based:	Monthly Fee:	Transaction Fee:	Debit Non PIN-Based:	Discount Rate:	%	\$	Supplemental Fee†:
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Merchant acknowledges that the Merchant Application consists of 4 pages. Merchant represents and warrants to NPC and Member Bank that it has reviewed all 4 pages of this Merchant Application, and that it acknowledges that NPC and Member Bank may rely on the information contained in this Merchant Application in their evaluation of Merchant. See the Page 2 for additional fees that may be assessed by NPC or the third party provider. Transaction Fees stated in Section 3 are in addition to any fees assessed by American Express. 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, including without limitation the three pages that follow this signature page, 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 NPC 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 in this Merchant Agreement, inclusive of all 3 pages, is true, correct and complete. Merchant hereby authorizes NPC 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date signed by NPC. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT	National Processing Company ("NPC")	MEMBER BANK
Signature (Signature may be evidenced by facsimile) X	Signature (Signature may be evidenced by facsimile)	Signature (Signature may be evidenced by facsimile)
Name (please print)	Name (please print)	Name (please print)
Date	Date	Date

**PERSONAL GUARANTEE:** In consideration of the undertakings of NPC contained in the Merchant Agreement, the undersigned, ("Guarantor"), being interested in the business and success of Merchant and to induce NPC to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to NPC, together with all costs, expenses and attorney's fees incurred by NPC 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 NPC to exercise or enforce any of its rights against Merchant. Each Guarantor hereby waives every kind of notice to which the undersigned might be entitled and agrees that the undersigned's liability shall not be affected by any act or omission of NPC/Member Bank, or indulgence granted by NPC/Member Bank, respecting Merchant; in addition, guarantor specifically 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 Commonwealth of Kentucky. Guarantor agrees, in the event of any dispute regarding this guarantee, the courts of the Commonwealth of Kentucky 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 Jefferson County, Kentucky. The Guarantor waives any right to require NPC 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 NPC 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 NPC.

Authorized Signature of Guarantor (Do Not Include Title) Signature may be evidenced by facsimile X	Social Security #:	Name of Guarantor (Do Not include Title)	Date of Signature:	Merchant Name (Legal Name):
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**IMPORTANT DISCLOSURE**      Merchant further acknowledges receipt of NPC Documentation, which includes Merchant Processing Agreement.      **VERSION GEN.0608**

**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 X	Merchant Legal Name (please print)
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Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Merchant's Business Name (Legal):

**Section 3 OCCURRENCE FEES**

\*\* If left blank, this fee is the same as the transaction fee for Visa/MasterCard or 30¢ if the Visa/MasterCard transaction fee is left blank. \* Fees are assessed for every occurrence of the event. Please refer to the Merchant Processing Agreement for more information on each charge. \*\* Internet/Gateway Fees are charged in addition to other transaction fees listed. In some cases, state laws fix the amounts that may be charged for early termination. Your fee for early termination will be the lesser of the amount shown or the amount limited by state law.

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"/> NPC Service Package	\$ 5.95 /month	Amex Transaction**	/each	Early Termination*	\$ 250.00 /each
<input type="checkbox"/> NPC Gold Service Package	\$ 11.95 /month \$ 68.80 /semi annual	<input type="checkbox"/> ARU Transaction	\$ 0.50 /each	<input type="checkbox"/> MyMerchantData.com	\$ 10.00 /per month /per location
Internet Hosting	\$ 15.00 /month	Internet Transaction**	\$ 0.10 /each	<input type="checkbox"/> Annual Fee	/charged in the month of
Wireless Service	/month /per terminal	Wireless Transaction**	/each	Wireless Activation Fee	
Minimum Bill	\$ 0.00 /month			Discover Access Fee	/per month

**Section 4 CHECK / ACH SERVICES**

By signing Merchant Agreement, Merchant agrees to accept NPC Check Services pursuant to, and to be bound by, the terms and conditions for NPC Check products acceptance as stated in the Merchant Processing Agreement or as provided by NPC Check services provider, GETI, or other service provider. Merchant must be approved by NPC 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.

Statement Fee/ Service:	# of Checks Monthly:	Average Amount:	Monthly Minimum: <b>\$25.00</b>	Largest Check Amount:	Annual Fee: <b>\$59.95</b>	Termination Fee: <b>\$125.00</b>
<input type="checkbox"/> Check Conversion w/Guarantee	Discount Rate:	<input type="checkbox"/> Check Conversion w/o Guarantee	Discount Rate:	<input type="checkbox"/> Quick Service Program	Discount Rate:	<input type="checkbox"/> Paper Check Guarantee
Transaction Fee:		Transaction Fee:		Transaction Fee:		Transaction Fee:
<input type="checkbox"/> ARC/BOC	Transaction Fee:	Batch Fee:	Return Fee:	Reversal Fee:		
<input type="checkbox"/> Monthly Billing	<input type="checkbox"/> NPC Check Recovery Service ++ All non-collectible checks should be (select one):				<input type="checkbox"/> Forwarded to Third party collection Agency, or <input type="checkbox"/> Returned to merchant	

**Section 5 AUXILIARY SERVICES**

**American Express: <input type="checkbox"/> New <input type="checkbox"/> Existing	Acct #:	Discount Rate: %	American Express may assess a transaction fee of \$.10 or \$.15 per item plus the indicated discount rate and a statement fee.
**American Express:	Franchise Name:	Franchise CAP #:	
*Discover Network: <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing	Acct #:	Discount Rates and Transaction Fees are set forth in Section 1. Mid qualified and non-qualified fees are explained below	Discover may assess a Statement Fee (assessed in any month that a Discover Network transaction is processed and Merchant receives a paper statement from Discover Network)
JCB Acct #:	Voyager: <input type="checkbox"/> New	EBT FCS Acct #:	An EBT service rider is required upon application submission.

\*\* By signing this Application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate. I authorize American Express Travel Related Services Company, Inc ("American Express") to verify the information on this Application and to receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express card, the terms and conditions for American Express' Card Acceptance (Terms & Conditions) will be sent to such entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions. A \$5.95 monthly flat fee is mandatory for MOTO/Internet/Home based businesses. American Express services will be provided to Merchant and funded by independent third party service providers not by NPC or Member Bank. Neither NPC nor Member Bank makes any warranty with respect to these services.

**Discover Network Card:** NPC's and Processor's ability to settle your Discover Network transactions depends on the applications and products you selected on the Application. If NPC or Processor settles your Discover Network transactions, (a) you will receive one consolidated statement that will include your Visa, MasterCard and Discover Network transactions; (b) your Discover Network settlement funds will be included with your Visa and MasterCard settlement; (c) you will not have a direct relationship with Discover Network and the terms set forth in the Merchant Processing Agreement for Discover Network transactions will apply; and (d) the mid-qualified and non-qualified rates for your Discover Network Card transactions will be the same as the mid-qualified and non-qualified rates for your Visa and MasterCard Card transactions. If NPC or Processor do not settle your Discover Network transactions, the Discover Network services will be provided and funded by Discover Network not by NPC or Member Bank and I understand the terms and conditions for Discover Network Card acceptance ("terms and conditions") will be sent to the business entity indicated above. Neither NPC nor Member Bank makes any warranty with respect to these services.

**Section 6 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.

**Section 7 COMPLIANCE INFORMATION**

Are you compliant with the Payment Card Industry Data Security Standards? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify Security Assessor and certificate number:  Last Certification Date: _____	Have you been notified by Visa, MasterCard or Discover Network that you may have been the victim of a compromise of cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, have you completed remediation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you store cardholder data?  Paper? <input type="checkbox"/> Yes <input type="checkbox"/> No Electronic? <input type="checkbox"/> Yes <input type="checkbox"/> No Identify all third parties that have access to cardholder data on your behalf: _____
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→ **MERCHANT INITIALS X** ←

Please read your Merchant Processing Agreement carefully, the provisions of which govern your relationship with NPC.



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

**Merchant's Business Name (Legal):**

<b>Section 8 BUSINESS INFORMATION</b>				
Business Legal Name: San Dieguito Union High School District				# of Locations: 1
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: 710 Encinitas Blvd.				Contact Name: John Addleman
City: Encinitas	State: CA	Zip: 92024	Phone #: 760-753-6491	Fax #: 760-943-3508
Business Billing Address: (If different from location address.)				
City:	State:	Zip:	Phone #:	Fax #:

<b>Section 9 OWNERSHIP INFORMATION</b>				
Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Corp. <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Municipality	Title:	Tax ID#: 95-6002787	D & B#:	
Owner/Officer/Principal Name: Eric Dill	DOB: 9-11-68	Phone #: 760-753-6491	SSN #: 489-70-2474	
Home Address :			City:	State: Zip:

<b>Section 10 SITE INSPECTION INFORMATION</b>				
I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):				
<input type="checkbox"/> I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.				
<input type="checkbox"/> A NPC approved third party site inspection vendor will supply a site inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.				
<input type="checkbox"/> I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.				
Location Type: <input type="checkbox"/> Retail Store Front <input checked="" type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building	<b>Inventory/Shipments:</b>			
Does business appear as represented? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is business open and operating? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is inventory sufficient for business type? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Third party site inspection? <input type="checkbox"/> No <input type="checkbox"/> Yes By:	Are goods and services delivered at the time of sale? <input type="checkbox"/> Yes <input type="checkbox"/> No			
PCI Compliance	Goods and services charged to credit cards on <input type="checkbox"/> Order <input type="checkbox"/> Shipment			
Does the Merchant have a <input type="checkbox"/> 3 <sup>rd</sup> party software product (if so, Section 15 must be completed) or <input type="checkbox"/> POS Terminal	If goods are shipped, is a Fulfillment House used? <input type="checkbox"/> Yes** <input type="checkbox"/> No			
Sales Group / Representative ID Number: S2085	** If YES, complete Fulfillment House form, Section 16.			
Sales Organization: Firstline	Application Date:	Sales Rep Signature:		

<b>Section 11 BUSINESS PROFILE AND ASSUMPTIONS</b>				
Type of Goods/ Service Sold: SCHOOL	Open Date:		<input type="checkbox"/> Add'l. Location	
Describe your return policy:	Date of Current ownership:		1 <sup>st</sup> LOC MID#	
Annual Volume (Visa/MC/DN):	Face to Face: %	Card Swipe: %	B to B: 10 %	<input type="checkbox"/> Ownership or legal Entity Change
Average Ticket (Visa/MC/DN):	MOTO: 100 %	Card imprint: %	B to C: 90 %	CLOSE EXISTING MID#
Highest Ticket (Visa/MC/DN):	Internet: %	Total: 100 %	Total: 100 %	<input type="checkbox"/> Visa/MasterCard/Discover Network currently accepted
Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No	High Volume Months: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC	<input type="checkbox"/> Never Accepted Cards		
<input type="checkbox"/> Processor Change				
How many processing statements are you including? _____				
Check if you are a <input type="checkbox"/> franchisee or <input type="checkbox"/> franchisor. If yes, provide the corporate franchise name and address: _____				

<b>Section 12 FUNDS TRANSFER INFORMATION</b>				
Please supply voided check or preprinted bank letter				
<input type="checkbox"/> Standard ACH <input checked="" type="checkbox"/> 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, NPC or any authorized agent of NPC 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.			

ITEM 15D

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

Merchant's Business Name (Legal):

<b>Section 13 EQUIPMENT SETUP</b>		Network : <input type="checkbox"/> Global East <input type="checkbox"/> Global Central <input type="checkbox"/> Paymentech <input type="checkbox"/> Vital <input type="checkbox"/> Buypass		Email Setup Docs to:	
Equipment Type		Application		QTY	Order From
Terminal: Verifone 3200					<input type="checkbox"/> NPC <input type="checkbox"/> ISO
Third Party Software*: VER.					<input type="checkbox"/> NPC <input type="checkbox"/> ISO
Printer:					<input type="checkbox"/> NPC <input type="checkbox"/> ISO
PIN Pad:		Exchange <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> NPC <input type="checkbox"/> ISO
Check Reader:					<input type="checkbox"/> NPC <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 15

Tips <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Server#s <input type="checkbox"/> Yes <input type="checkbox"/> No Tables #s <input type="checkbox"/> Yes <input 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 type="checkbox"/> Yes <input type="checkbox"/> No Auto-Close Time <input type="checkbox"/> Yes <input type="checkbox"/> No Multi Merchant <input type="checkbox"/> Yes <input type="checkbox"/> No Store N Forward <input type="checkbox"/> Yes <input type="checkbox"/> No Pre-dialing <input type="checkbox"/> Yes <input type="checkbox"/> No Dial Type <input type="checkbox"/> Tone <input type="checkbox"/> Pulse PBX Code <input 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 type="checkbox"/> Yes <input type="checkbox"/> No Last-4 digits <input type="checkbox"/> Yes <input type="checkbox"/> No CVV2 <input type="checkbox"/> Yes <input type="checkbox"/> No Debit <input type="checkbox"/> Yes <input type="checkbox"/> No Cash Back Max <input type="checkbox"/> Yes <input type="checkbox"/> No Amt \$ _____	Passwords: All <input type="checkbox"/> Yes <input type="checkbox"/> No Void <input type="checkbox"/> Yes <input type="checkbox"/> No Return <input type="checkbox"/> Yes <input type="checkbox"/> No Settlement <input type="checkbox"/> Yes <input type="checkbox"/> No Other _____
Wireless ESN#:		
Wireless MAN#:		

Comments: Verifone 3200se credit card terminal only \$249.00.

**Section 14  
SHIPPING INSTRUCTIONS** Required ONLY if ordered through NPC

Ship To: <input type="checkbox"/> Merchant Location <input type="checkbox"/> ISO Location <input type="checkbox"/> Other	<input type="checkbox"/> 1-3 Day <input type="checkbox"/> Over Night Priority <input type="checkbox"/> Ground <input type="checkbox"/> Saturday
Attn:	<b>Payment From Merchant Will Be:</b> <input type="checkbox"/> Lease <input type="checkbox"/> Check
Address:	<input type="checkbox"/> Cash <input type="checkbox"/> Money Order / Cashier Check
Address:	<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Disc <input type="checkbox"/> Amex
City:	<input type="checkbox"/> Credit Card #: _____ Exp Date: _____
State:	Zip: _____ Phone #: _____

Special Instructions:

<b>Section 15 THIRD PARTY VENDOR DATA</b>	This section is for reporting third-party vendors that have access to merchant's data.	<b>Section 16 FULFILLMENT HOUSE DATA</b>	This section is for reporting fulfillment house(s) used by the merchant during the regular course of business.
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Software vendor #1:	Version #	Fulfillment House #1:	% of total shipments by this vendor:
DBA Name:		Address:	
Address:		City:	State:
City:	State:	Zip:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:
Email address:		Email address:	
Contact Name:		Contact Name:	
Does software store cardholder information? <input type="checkbox"/> Yes <input type="checkbox"/> No		Comments:	
Is vendor software PCI compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Merchant data to which this vendor has access:			

# San Dieguito Union High School District

ITEM 15E

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Christina M. Bennett, Director of Purchasing  
Eric R. Dill, Executive Director, Business Services  
Steve Ma, Associate Supt./Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** AWARD OF CONTRACT

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### EXECUTIVE SUMMARY

Two bids were received for the Install Vapor Recovery System at SDUHSD Transportation Yard project B2009-16. This project is in response to Executive Order VR-202-F from the State of California Air Resources Board establishing certification and test procedures for determining the compliance of Phase II vapor recovery systems with emissions standards. For the District to comply with the executive order, the unleaded fuel pump at the SDUHSD Transportation Yard must be upgraded to a Phase II Enhanced Vapor Recovery (EVR) compliant system. The bid submittals were reviewed by District staff for compliance and determination of the lowest responsive and responsible bidder. A summary of bid submittals is attached.

### RECOMMENDATION:

Award the following contract and authorize Christina M. Bennett, Eric R. Dill, or Stephen G. Ma to execute all pertinent documents:

1. Western Pump, Inc. for the Install Vapor Recovery System at SDUHSD Transportation Yard project B2009-16, for an amount of \$74,365.00.

### FUNDING SOURCE:

Capital Facilities Fund 25-19





# San Dieguito Union High School District

## INFORMATION FOR BOARD OF TRUSTEES

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 27, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Russell Thornton, Exec. Director/Operations  
Stephen Ma, Assoc. Supt., Business

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL OF 2009-2010 DEFERRED  
MAINTENANCE FIVE-YEAR PLAN

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### EXECUTIVE SUMMARY:

In order to qualify for funding under the State School Deferred Maintenance Program, the District is required to submit a deferred maintenance five-year plan. This plan has been prepared by Russell Thornton, Executive Director of Operations, and will be submitted to the State of California with the request to apportion funds for the 2009-2010 fiscal year in the amount of \$1,145,000.00.

### RECOMMENDATION:

It is recommended that the Board approve the attached 2009-2010 Deferred Maintenance Five-Year Plan.

### FUNDING SOURCE:

Deferred Maintenance Fund 14-00

ITEM 15H

STATE OF CALIFORNIA  
**FIVE YEAR PLAN**  
DEFERRED MAINTENANCE PROGRAM  
SAB 40-20 (REV 01/05)

STATE ALLOCATION BOARD  
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SCHOOL DISTRICT	San Dieguito Union High School District	FIVE DIGIT DISTRICT CODE NUMBER	40/ 68346-00-00
COUNTY	San Diego	CURRENT FISCAL YEAR	2008 / 2009

The district:

- has not previously submitted a Five Year Plan.
- is submitting this updated/revised Five Year Plan which supersedes the plan currently on file with SAB.

**Part I - Authorized District Representative**

The following individual has been designated as a district representative by the school board minutes:

DISTRICT REPRESENTATIVE	Russell Thornton	TITLE	Exec. Director Of Operations
BUSINESS ADDRESS	710 Encinitas Blvd, Encinitas, Ca. 92024	TELEPHONE NUMBER	760-753-0179
E-MAIL ADDRESS	russ.thornton@sduhsd.net	FAX NUMBER	760-753-0425

**Part II - Estimated Fiscal Year Data**

PROJECT CATEGORY	1. NUMBER OF PROJECTS	2. CURRENT FISCAL YEAR	3. SECOND FISCAL YEAR	4. THIRD FISCAL YEAR	5. FOURTH FISCAL YEAR	6. FIFTH FISCAL YEAR	7. TOTAL ESTIMATE COST
Asbestos	1	1,550					1,550
Classroom Lighting	4	72,430	50,000	50,000	55,000		227,430
Electrical	1			60,000			60,000
Floor Covering	6	67,998	70,400	50,000	50,000		238,398
HVAC	4	392,783	400,000	550,000	250,000	200,000	1,792,783
Painting	5	76,989	100,000	65,000	10,000		251,989
Paving	5	7,320	120,000	200,000	50,000		377,320
Plumbing	4	23,152	15,000	100,000			138,152
Roofing	4	284,170	300,000	320,000	270,000		1,174,170
Wall Systems	6	21,696	90,000	30,000	10,000		151,696
<b>8. Grand Total</b>	<b>40</b>	<b>948,088</b>	<b>1,145,400</b>	<b>1,425,000</b>	<b>695,000</b>	<b>200,000</b>	<b>4,413,488</b>

**9. Remarks**

**10. List the school names where deferred maintenance projects are planned in this Five Year Plan:**

- Diegueno Middle
- Earl Warren Middle
- La Costa Canyon High
- Oak Crest Middle
- San Dieguito Academy
- Torrey Pines High

**11. Certifications:**

I certify as District Representative that:

- \* this work does not include ineligible items and that all work will be completed in accordance with program requirements, applicable laws and regulations. The district shall maintain proper documentation in the event of an audit; and,
- \* the district understands that should an audit reveal that these funds were expended for other than eligible deferred maintenance costs, the SAB will require the district to return all inappropriately expended funds; and,
- \* the plans and proposals for expenditures of funds as outlined in this report were discussed in a public hearing at a regularly scheduled school board meeting on April 16, 2009; and the district has complied with all the other requirements of Education Code Section 17584.1; and,
- \* Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17070.75 (e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,
- \* This Form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, then the language in the OPSC form will prevail.
- \* I certify under penalty of perjury under the laws of the State of California that the statements in this application and supporting documents are true and correct.

SIGNATURE OF DISTRICT REPRESENTATIVE	DATE
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# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 1, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Stephen G. Ma  
Associate Superintendent, Business

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** APPROVAL OF BUSINESS REPORTS

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### 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

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/10/09 THRU 03/30/09

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ITEM 151

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
292649	03/10/09	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$2,303.00
292650	03/10/09	03	SAN DIEGO CO SCHOOL	020	FEES - ADMISSIONS, T	\$390.00
292651	03/11/09	03	A C S A / J I S	026	ADVERTISING	\$55.00
292652	03/11/09	03	SAN DIEGUITO UHSD CA	026	MATERIALS AND SUPPLI	\$47.41
292653	03/11/09	13	JAMBA JUICE OF ENCIN	031	PURCHASES FOOD	\$10,000.00
292654	03/11/09	03	SAN DIEGO GAS & ELEC	025	REPAIRS BY VENDORS	\$3,109.00
292655	03/11/09	03	FRONTIER FENCE COMPA	010	OTHER SERV.& OPER.EX	\$2,994.00
292656	03/11/09	03	PRO SOUNDS UNLIMITED	013	OTHER SERV.& OPER.EX	\$1,200.00
292657	03/11/09	06	GRANT-LINK	033	LIC/SOFTWARE	\$1,000.00
292658	03/11/09	03	HOME DEPOT	010	MATERIALS AND SUPPLI	\$100.00
292659	03/12/09	03	CARDIAC SCIENCE INC	013	MATERIALS AND SUPPLI	\$222.43
292660	03/12/09	03	DOOR SERVICE & REPAI	025	REPAIRS BY VENDORS	\$1,169.00
292661	03/12/09	03	ACCUVANT, INC.	035	MAT/SUP/EQUIP TECHNO	\$2,349.61
292662	03/12/09	03	AREY JONES EDUCATION	035	MAT/SUP/EQUIP TECHNO	\$1,496.54
292663	03/12/09	06	FALLBROOK UNION HIGH	030	MAT/SUP/EQUIP TECHNO	\$4,282.02
292664	03/12/09	06	PINT, INC.	035	OTHER SERV.& OPER.EX	\$540.00
292665	03/12/09	03	N C S PEARSON	003	MATERIALS AND SUPPLI	\$82.03
292666	03/12/09	03	CORPORATE EXPRESS	003	MATERIALS AND SUPPLI	\$927.53
292667	03/12/09	03	FREDRICKS ELECTRIC I	035	MATERIALS AND SUPPLI	\$1,165.50
292668	03/12/09	03	SAN DIEGO POSTAL	001	REPAIRS BY VENDORS	\$2,840.00
292669	03/16/09	03	AMAZON.COM	003	MATERIALS AND SUPPLI	\$68.95
292670	03/16/09	06	NUGENT, THERESE	030	OTHER SERV.& OPER.EX	\$975.00
292671	03/16/09	06	ONE STOP TONER AND I	010	MATERIALS AND SUPPLI	\$96.93
292672	03/16/09	03	BATES, CATHERINE	010	OTHER SERV.& OPER.EX	\$131.25
292673	03/16/09	03	CARDIAC SCIENCE INC	037	NON CAPITALIZED EQUI	\$2,332.13
292674	03/16/09	06	ALLOY INTERACTIVE IN	024	A/V CONTRACT	\$5,310.00
292675	03/16/09	03	YOGI'S	025	MATERIALS AND SUPPLI	\$130.00
292676	03/16/09	03	INCIDE TECHNOLOGIES	025	BLDG.-REPAIR MATERIA	\$108.36
292677	03/16/09	03	TROXELL COMMUNICATIO	025	BLDG.-REPAIR MATERIA	\$143.08
292678	03/16/09	03	FREDRICKS ELECTRIC I	025	REPAIRS BY VENDORS	\$13,807.50
292679	03/16/09	06	FOLLETT EDUCATIONAL	013	TEXTBOOKS	\$1,049.49
292680	03/16/09	06	FOLLETT EDUCATIONAL	013	TEXTBOOKS	\$524.74
292681	03/16/09	03	M J'S DELI & CAFE	026	MATERIALS AND SUPPLI	\$71.20
292682	03/16/09	03	OFFICE DEPOT	012	OFFICE SUPPLIES	\$38.93
292683	03/16/09	06	ADVANCED LIFT SERVIC	028	REPAIRS BY VENDORS	\$2,757.33
292684	03/16/09	06	P C I EDUCATIONAL PU	030	MATERIALS AND SUPPLI	\$37.27
292685	03/17/09	03	ROYAL BUSINESS GROUP	026	MATERIALS AND SUPPLI	\$33.40
292686	03/17/09	06	U C T V	030	MATERIALS AND SUPPLI	\$24.50
292687	03/17/09	03	PEARSON & AGSASSESS	005	MATERIALS AND SUPPLI	\$259.11
292688	03/17/09	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$114.88
292689	03/17/09	03	SEHI-PROCOMP COMPUTE	030	OFFICE SUPPLIES	\$493.95
292690	03/17/09	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$440.49
292691	03/17/09	03	LOMAS SANTA FE COUNT	026	CLASSIF.EMPL.RECOGNI	\$1,000.00
292692	03/18/09	06	SAN DIEGO CO AIR POL	028	FEES - ADMISSIONS, T	\$154.00
292693	03/18/09	06	DYNAVOX SYSTEMS, INC	030	REPAIRS BY VENDORS	\$301.14
292694	03/19/09	03	EXPRESS PRINT	012	MATERIALS AND SUPPLI	\$2,600.00
292695	03/19/09	06	HOLT MCDUGAL	010	TEXTBOOKS	\$90.36
292696	03/19/09	03	HERFF JONES	013	MATERIALS AND SUPPLI	\$1,616.25
292697	03/19/09	11	KNITTING BY THE BEAC	009	MATERIALS AND SUPPLI	\$84.00
292698	03/19/09	11	PBD INC	009	BOOKS OTHER THAN TEX	\$1,428.02
292699	03/19/09	06	AMAZON.COM	005	TEXTBOOKS	\$138.11
292700	03/19/09	03	MAGDALENA ECKE FAMIL	013	RENTS & LEASES	\$1,100.00
292701	03/19/09	03	WOODWIND & BRASSWIND	012	NON CAPITALIZED EQUI	\$3,652.73
292702	03/19/09	03	WOODWIND & BRASSWIND	003	MATERIALS AND SUPPLI	\$40.38
292703	03/19/09	03	G B C GENERAL BINDIN	003	REPAIRS BY VENDORS	\$824.88

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH  
FROM 03/10/09 THRU 03/30/09

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ITEM 151

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
292704	03/20/09	03	SOUTHWEST SCHOOL/OFF	004	MATERIALS AND SUPPLI	\$277.40
292705	03/20/09	03	TOMARK SPORTS	025	REPAIRS BY VENDORS	\$325.00
292706	03/20/09	25-19	ROESLING NAKAMURA	025	PROF/CONSULT./OPER E	\$9,500.00
292707	03/20/09	06	WEST SHIELD ADOLESCE	030	PROF/CONSULT./OPER E	\$10,000.00
292708	03/23/09	03	SCHOOL SERVICES OF C	022	LIC/SOFTWARE	\$195.00
292709	03/23/09	03	MOORE MEDICAL, LLC	010	MEDICAL SUPPLIES	\$33.97
292710	03/23/09	03	NATL FORENSIC LEAGUE	013	ADVERTISING	\$100.00
292711	03/24/09	03	AGRICULTURAL SUPPLY	025	GROUNDS-REPAIR MATER	\$5,699.98
292712	03/24/09	06	FLINN SCIENTIFIC INC	013	MATERIALS AND SUPPLI	\$198.40
292715	03/24/09	06	T E R I INC	030	OTHER CONTR-N.P.S.	\$26,556.13
292716	03/24/09	03	CORPORATE EXPRESS	026	MATERIALS AND SUPPLI	\$260.99
292717	03/25/09	03	K C N PRODUCTS COMPA	004	MATERIALS AND SUPPLI	\$35.87
292718	03/25/09	03	ONE STOP TONER AND I	004	AERIES SUPPLIES	\$346.96
292719	03/25/09	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$94.92
292720	03/25/09	03	THINK SOCIAL PUBLISH	008	MATERIALS AND SUPPLI	\$81.12
292722	03/25/09	03	COSTCO CARLSBAD	025	MATERIALS AND SUPPLI	\$400.00
292723	03/25/09	03	SMART AND FINAL CORP	025	MATERIALS AND SUPPLI	\$100.00
292724	03/25/09	03	SIMPLEX-GRINNELL LP	025	OTHER SERV. & OPER.EX	\$77,126.56
292725	03/25/09	03	PAXTON/PATTERSON	004	MATERIALS AND SUPPLI	\$127.00
292726	03/25/09	25-19	D A D ASPHALT	025	LAND IMPROVEMENTS	\$6,988.00
292727	03/25/09	03	MONOPRICE, INC	012	MATERIALS AND SUPPLI	\$110.92
292728	03/25/09	03	EDUCATIONAL RESOURCE	004	A/V CONTRACT	\$1,034.41
292729	03/25/09	03	SAFARI MONTAGE	035	A/V CONTRACT	\$2,000.00
292730	03/25/09	03/06	PINT, INC.	035	OTHER SERV. & OPER.EX	\$870.00
292731	03/25/09	03	SCANTRON CORPORATION	014	MATERIALS AND SUPPLI	\$147.80
292732	03/25/09	06	BAUDVILLE INC	010	MATERIALS AND SUPPLI	\$69.15
292733	03/25/09	03	I S U INS SERVICES O	037	OTHER INSURANCE	\$230.40
292734	03/25/09	03	MC MASTER-CARR SUPPL	025	BLDG.-REPAIR MATERIA	\$69.93
292735	03/26/09	03	RANCHO SANTA FE SEC	013	OTHER SERV. & OPER.EX	\$225.00
292736	03/26/09	11	SPIER, NADINE	009	MATERIALS AND SUPPLI	\$120.00
292737	03/26/09	25-19	FREDRICKS ELECTRIC I	035	NON-CAPITALIZED IMPR	\$7,063.25
292738	03/26/09	06	PETROLEUM P.E.T.S.	028	OTHER TRANSPORT.SUPP	\$188.56
292739	03/26/09	03	SCIENCE KIT LLC	005	MATERIALS AND SUPPLI	\$43.08
292740	03/26/09	06	P C I EDUCATIONAL PU	030	BOOKS OTHER THAN TEX	\$937.05
292741	03/26/09	03	M J'S DELI & CAFE	026	MATERIALS AND SUPPLI	\$41.70
292742	03/27/09	03	ALPHA GRAPHICS	013	PRINTING	\$146.38
292743	03/27/09	03	BOWKER, R R	010	A/V CONTRACT	\$550.00
292745	03/27/09	03	COUNTY BURNER & MACH	025	REPAIRS BY VENDORS	\$1,106.09
292746	03/27/09	03	R J SAFETY COMPANY C	025	MATERIALS AND SUPPLI	\$64.54
292747	03/27/09	11	CARMEL VALLEY POOL/R	009	RENTS & LEASES	\$1,612.65
292749	03/27/09	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$230.32
292750	03/27/09	03	STERLING COMPUTERS	035	SOFTWARE/DP SUPPLIES	\$278.31
292751	03/27/09	03	RASIX COMPUTER CENTE	005	MATERIALS AND SUPPLI	\$69.40
292752	03/30/09	03	EXPRESS PRINT	014	PRINTING	\$2,586.00
292753	03/30/09	03	OFFICE DEPOT	010	MATERIALS AND SUPPLI	\$144.77
292754	03/30/09	03	DELL COMPUTER CORPOR	012	NON CAPITALIZED EQUI	\$1,197.40
790078	03/12/09	06	CHEMSEARCH	028	OIL & LUBRICATION	\$901.23
790084	03/12/09	06	OCEANSIDE TRANS UNLI	028	REPAIRS BY VENDORS	\$1,902.93
790085	03/17/09	06	ADVANCED LIFT SERVIC	028	REPAIRS BY VENDORS	\$2,757.33
890041	03/17/09	03	EAGLE SOFTWARE	022	CONFERENCE,WORKSHOP,	\$650.00
890042	03/26/09	03	SAN DIEGO COUNTY OFF	022	CONFERENCE,WORKSHOP,	\$125.00

REPORT TOTAL

\$244,172.33

ITEM 15I

**INSTANT MONEY REPORT FOR THE PERIOD 03/10/09 THROUGH 03/30/09**

<i>Check #</i>	<i>Vendor</i>	<i>Amount</i>
10413	FEDEX	\$200.00
10414	FEDEX	\$67.73
10415	RYAN HERCO FLOW SOLUTI	\$184.64
10416	RYAN HERCO FLOW SOLUTI	\$92.32
10417	US POSTMASTER	\$200.00
10418	MICHAEL'S	\$200.00
	<i>Total</i>	<u>\$944.69</u>

ITEM 15I

Individual Membership Listings  
For the Period of March 10, 2009 through March 30, 2009

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
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None to report



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 30, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Rick Schmitt  
Associate Superintendent Educational Services

David Jaffe  
Executive Director, Curriculum & Assessment

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** Proposed Revision to Board Policy 6200.1 & 6200.1/AR-1, "Alternative Credits toward Graduation"

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### EXECUTIVE SUMMARY

The California Standardized Testing and Reporting (STAR) Program is a requirement for all 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup>-grade students in California, including those at Sunset High School and North Coast Alternative High School. Gaining full participation in these California Standards Tests (CST's) is a challenge at Sunset and North Coast because the time required for taking these tests takes time away from the students' coursework. At the comprehensive high schools in our district, this is not the case because the students are not working in an independent format. Participation and performance in the STAR program at Sunset and North Coast could be improved if students were "rewarded" for performing well on the STAR tests and for giving up time devoted to coursework and the completion of credits. Additionally, students who are credit deficient would have incentive to perform well on the CST's for the opportunity to earn elective credit.

Education Code 51225.3 (a), 2 B gives the "Governing Board alternative means for pupils to complete the prescribed course of study which may include practical

ITEM 16

***demonstration of skills and competencies***, supervised work experience or other outside school experience...”

Based on this proposed revision, Sunset and North Coast High School students may earn credit for scoring “Proficient” or better on California Standardized Testing and Reporting (STAR) Program subject area tests. Students will earn FIVE credits for each subject area test passed with a score of “Proficient” or better. Elective credit for the subject will be given on a pass/fail basis. Credits earned by demonstrating proficiency on the STAR subject area tests will not be college prep credits. Students may not apply credits earned from STAR proficiency towards specific subject area classes that are mandatory requirements for graduation. Credit may only be earned from subject area tests taken during enrollment at Sunset or North Coast High Schools. Credits earned while enrolled at Sunset High School and North Coast Alternative High School from the demonstration of proficiency on the STAR tests will be transferable to other district schools. Additional tests added to the STAR program in the future will follow the same protocol for credit accumulation.

**RECOMMENDATION:**

It is recommended the Board approve this revision to Board Policy at the April 16, 2009 meeting.

**FUNDING SOURCE:**

No financial impact

ITEM 16

INSTRUCTION

6200.1

ALTERNATIVE CREDITS TOWARD GRADUATION

In order to meet individual student needs and encourage all students to complete their high school education, the Governing Board desires to provide flexibility in the completion of prescribed courses in accordance with law.

As an alternative to completing the course requirements for high school graduation, students may fulfill one or more of the course requirements through:

1. Supervised work experience up to 40 semester periods in accordance with 5 CCR 1635, or other outside school experience
2. Vocational education classes offered in high schools
3. Courses offered by regional occupational centers or programs
4. Independent study
5. Credit earned at a postsecondary institution
6. Private instruction
7. Correspondence instruction from a California university or college accredited for teacher training
8. ~~8.~~ Adult School
9. (Sunset and North Coast High Schools Only) Students may earn elective credit for scoring "Proficient" or better on California Standardized Testing and Reporting (STAR) Program subject area tests.

Legal Reference:

EDUCATION CODE

35160	Authority of governing boards
35160.1	Broad authority of school districts
48645.5	Course credit, juvenile court schools
48800-48802	Attendance at community college; advanced education
51220	Areas of study; grades 7-12
51225.3	Requirements for graduation
51240-51246	Exemptions from requirements
51740-51741	Authority to provide instruction by correspondence

ALTERNATIVE CREDITS TOWARD GRADUATION - Continued

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Policy Adopted: August 17, 2000

ITEM 16

INSTRUCTION

6200.1

CODE OF REGULATIONS, TITLE 5  
1600-1635            Alternative credit

Management Resources:

CDE PROGRAM ADVISORIES

0418.89            Physical Education, April 18, 1989

0615.89            Granting credit for passing GED, SPB:88/89-11

WEB SITES

CDE:                <http://www.cde.ca.gov>

ITEM 16

**INSTRUCTION**

**6200.1/AR-1**

ALTERNATIVE CREDITS TOWARD GRADUATION

Alternative modes specified by the district for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (Education Code 51225.3)

Work Experience Education

Students shall be granted up to 40 semester periods of credit for work experience education under one or more of the following combinations: (5 CCR 1635)

1. For exploratory work experience education, students may earn a maximum of 20 credits within 4 semesters.
2. For general work experience education, students may earn a maximum of 40 credits within 8 semesters.

College Courses\*

The district shall grant credit toward high school graduation for coursework successfully completed at a community college or state college, provided that: (5 CCR 1630)

1. An "Off-Campus Course Permission Request Form" must be signed by the student, parent/guardian, counselor and registrar prior to a student enrolling in the private instruction off-campus course.
2. The subject is included in the district's course of study.
3. College courses do not receive weighted grade status on SDUHSD transcripts.
4. A single (3 or more unit) college course is equal to a 5-credit high school course on a SDUHSD transcript. Some college courses may be eligible for 10 credits on the SDUHSD transcript. The Superintendent or designee must pre-approve 10-credit college courses.
5. Once off campus credits are placed on a transcript, they may not be removed.

The student shall receive the same letter grade for the high school credit as is granted by the college.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Administrative Regulation Issued: August 17, 2000

Administrative Regulation Revised: August 1, 2001

Administrative Regulation Revised: April 21, 2005

Administrative Regulation Revised: March 6, 2008

ITEM 16

**INSTRUCTION**

**6200.1/AR-1**

Private Instruction\*

A student shall receive credit toward high school graduation for private instruction under the following conditions: (5 CCR 1631)

1. The institution has been WASC (or regional equivalent) accredited and/or UC approved.
2. The subject is included in the district's course of study.
3. An "Off-Campus Course Permission Request Form" must be signed by the student, parent/guardian, counselor and registrar prior to a student enrolling in the private instruction off-campus course.
4. The student shall receive the same letter grade for the high school credit as is granted by the private instruction school. No weighted or "honors" credit will be granted with the exception of Honors Pre-Calculus and all College Board Advanced Placement Courses.
5. Upon completion of the course, the student must submit an official, written transcript as evidence from the off-campus school showing that the student successfully completed the course.
6. Once off campus credits are placed on a transcript, they may not be removed.

Foreign Language Instruction

The district shall grant credit for foreign language courses successfully completed in a private school, provided that all of the following conditions are met: (Education Code 51243-51244, 5 CCR 1632). These private foreign language courses do not count as part of the 30-credit off-campus limit.

1. The courses are in languages designated in Education Code 51244 or State Board of Education regulations.
2. The student or parent/guardian applies in writing for the

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Administrative Regulation Issued: August 17, 2000

Administrative Regulation Revised: August 1, 2001

Administrative Regulation Revised: April 21, 2005

Administrative Regulation Revised: March 6, 2008

ITEM 16

**INSTRUCTION**

**6200.1/AR-1**

- credit, specifies the private school attended and the amount and level of credit requested, and submits written evidence from the private school showing that the student successfully completed the course.
3. The amount of credit sought equals at least one semester's work.
  4. The principal or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in district schools.

Adult School\*

High school credit may be granted for an Adult School course with the approval of the high school principal and Adult School principal.

\*No more than 30 units from the combined areas of college courses, private instruction, or adult school may be transferred onto the high school transcript. Students must be enrolled at a SDUHSD high school while attending an off campus class in order to receive credit on a SDUHSD transcript. No student may begin to acquire high school credits until the day after the completion of the 8<sup>th</sup> grade. Middle School students may not place off campus classes on their SDUHSD transcript.

California Standardized Tests (Sunset and North Coast High Schools Only)

Students may earn credit for scoring "Proficient" or better on California Standardized Testing and Reporting (STAR) Program subject area tests. Students will earn FIVE credits for each subject area test passed with a score of "Proficient" or better. Elective credit for the subject will be given on a pass/fail basis. Credits earned by demonstrating proficiency on the STAR subject area tests will not be college prep credits. Students may not apply credits earned from STAR proficiency towards specific subject area classes that are mandatory requirements for graduation. Credit may only be earned from subject area tests taken during enrollment at Sunset or North Coast High Schools. Credits earned while enrolled at Sunset High School and North Coast Alternative High School from the demonstration of proficiency on the STAR tests ~~would~~ will be transferable to other

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Administrative Regulation Issued: August 17, 2000

Administrative Regulation Revised: August 1, 2001

Administrative Regulation Revised: April 21, 2005

Administrative Regulation Revised: March 6, 2008

ITEM 16

**INSTRUCTION**

**6200.1/AR-1**

district schools. Additional tests added to the STAR program in the future will follow the same protocol for credit accumulation.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Administrative Regulation Issued: August 17, 2000

Administrative Regulation Revised: August 1, 2001

Administrative Regulation Revised: April 21, 2005

Administrative Regulation Revised: March 6, 2008



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 18, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED AND  
SUBMITTED BY:** Terry King  
Associate Superintendent/Human Resources

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** Resolution Declaring May 13, 2009  
as the "Day of the Teacher"

-----

### EXECUTIVE SUMMARY

The California State Legislature adopted the 2<sup>nd</sup> 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 than 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 May 13, 2009 as "The Day of the Teacher." A resolution is attached for adoption by the Board of Trustees.

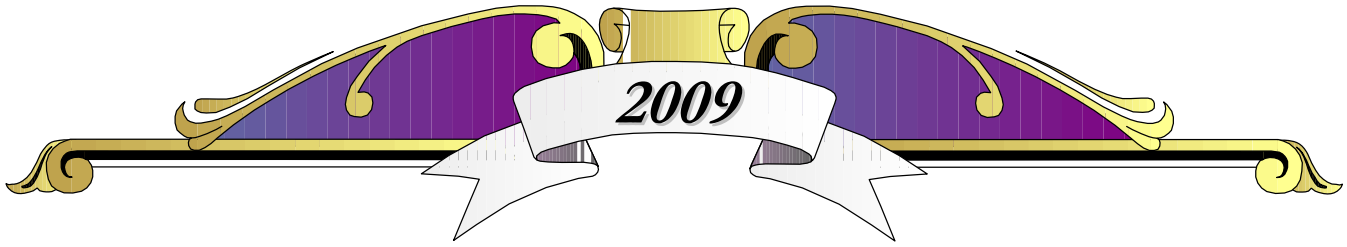
### RECOMMENDATION:

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

### FUNDING SOURCE:

N/A

dr  
Attachment



**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

**RESOLUTION DESIGNATING MAY 13, 2009 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 13, 2009 as "Day of the Teacher."*

*PASSED AND ADOPTED this 16<sup>th</sup> day of April 2009 at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.*

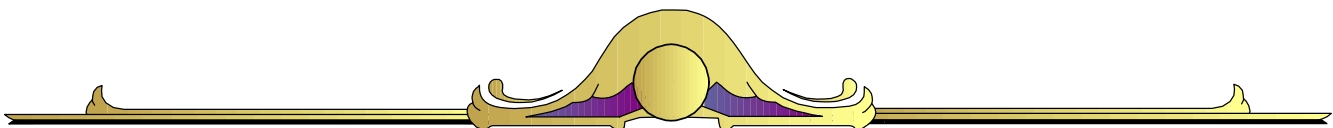
\_\_\_\_\_  
Joyce Dalessandro, President  
San Dieguito UHSD Board of Trustees

\_\_\_\_\_  
Linda Friedman, Vice President

\_\_\_\_\_  
Barbara Groth, Clerk

\_\_\_\_\_  
Beth Hergesheimer, Trustee

\_\_\_\_\_  
Deanna Rich, Trustee



# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 27, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** John Addleman, Director of Planning and  
Financial Management  
Stephen G. Ma, Assoc. Supt. of Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** **COMMUNITY FACILITIES DISTRICT NO.  
95-2 / Annexation No. 14 / ADOPTION OF  
RESOLUTION OF ANNEXATION / LA COSTA  
FAIRWAYS / A 10 UNIT CONDOMINIUM  
SUBDIVISION / PACIFIC MERCANTILE BANK /  
CARLSBAD**

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### EXECUTIVE SUMMARY

At the March 5, 2009 Board meeting, the Board adopted a "Resolution of Intention to Annex Territory to the San Dieguito Union High School District Community Facilities District No. 95-2. Authorizing the Levy of a Special Tax and Calling an Election" in order to annex the Pacific Mercantile Bank property, La Costa Fairways, into the Community Facilities District and call a special election for May 12, 2009. The La Costa Fairways subdivision 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 protests were not filed, fewer than twelve registered voters are registered to vote and request the Election be conducted by the Election Official.

### 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. 95-2, and

ITEM 18

- 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. 95-2.

**FUNDING SOURCE:**

Mello Roos Funds subject to reimbursement by the developer.

Enclosures: Resolution of Annexation, Schedule, and Map of Boundaries

**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. 95-2**

WHEREAS, the Board of Trustees (the “Board”) of San Dieguito Union High School District Community Facilities District No. 95-2 (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. 95-2, 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. 14”) and calling a special election for May 12, 2009 (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 16, 2009 (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. 14 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. 14 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. 14, or (ii) the owners of one-half or more of the land within the District or within the Annexed Territory No. 14.

ITEM 18

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. 14.

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 16<sup>th</sup> day of April, 2009.

BOARD OF TRUSTEES OF THE  
SAN DIEGUITO UNION HIGH  
SCHOOL DISTRICT ACTING AS  
THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES  
DISTRICT NO. 95-2.

By: \_\_\_\_\_  
Title: President

ATTEST:

By: \_\_\_\_\_  
Title: Recording Secretary

ITEM 18

STATE OF CALIFORNIA            )  
  )  
COUNTY OF SAN DIEGO        )        ss

I, Joyce Dalessandro, 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 16<sup>th</sup> day of April, 2009 and that it was so adopted by the following vote:

AYES:           MEMBERS: \_\_\_\_\_  
  \_\_\_\_\_

NOES:           MEMBERS: \_\_\_\_\_  
  \_\_\_\_\_

ABSTAIN:       MEMBERS: \_\_\_\_\_  
  \_\_\_\_\_

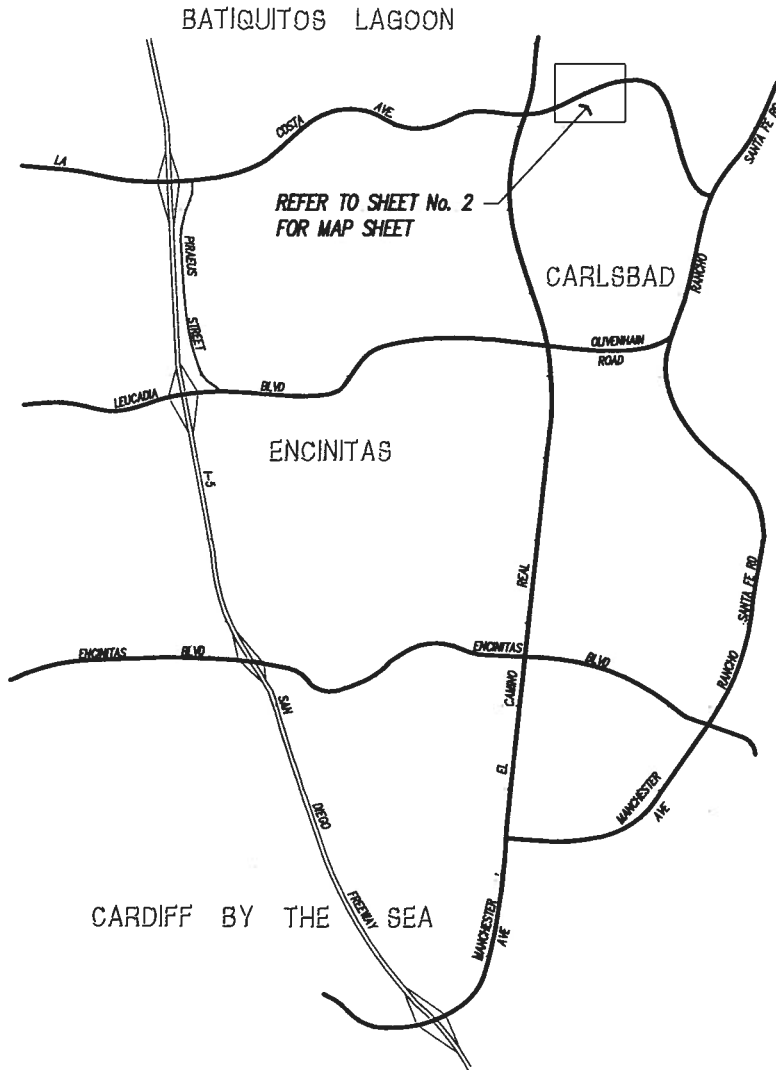
ABSENT:        MEMBERS: \_\_\_\_\_  
  \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Trustees

ITEM 18

SHEET 1 OF 2 SHEETS

AMENDED  
MAP OF BOUNDARIES OF COMMUNITY FACILITIES  
DISTRICT No. 95-2 ANNEXATION No. 14  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



ANNEXATION NO. 14 PROPERTY DESCRIPTION

REFERENCE PARCEL NO. 1

LEGAL DESCRIPTION:

LOT 1 OF MAP No. 14987, AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED MARCH 24, 2005 AS FILE No. 2005-0242893 OF OFFICIAL RECORDS.

ASSESSOR PARCEL NUMBER:

218 - 310 - 25

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT NO. 95-2 OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF TRUSTEES OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

THIS MAP AMENDS AND ADDS TO THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 95-2 OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO MAP THEREOF FILED IN BOOK 28, PAGE 45, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY NOVEMBER 16, 1995.

BY: \_\_\_\_\_  
CLERK OF THE BOARD OF TRUSTEES  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE \_\_\_\_\_, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

NO. \_\_\_\_\_  
FEE \_\_\_\_\_

GREGORY SMITH, COUNTY RECORDER

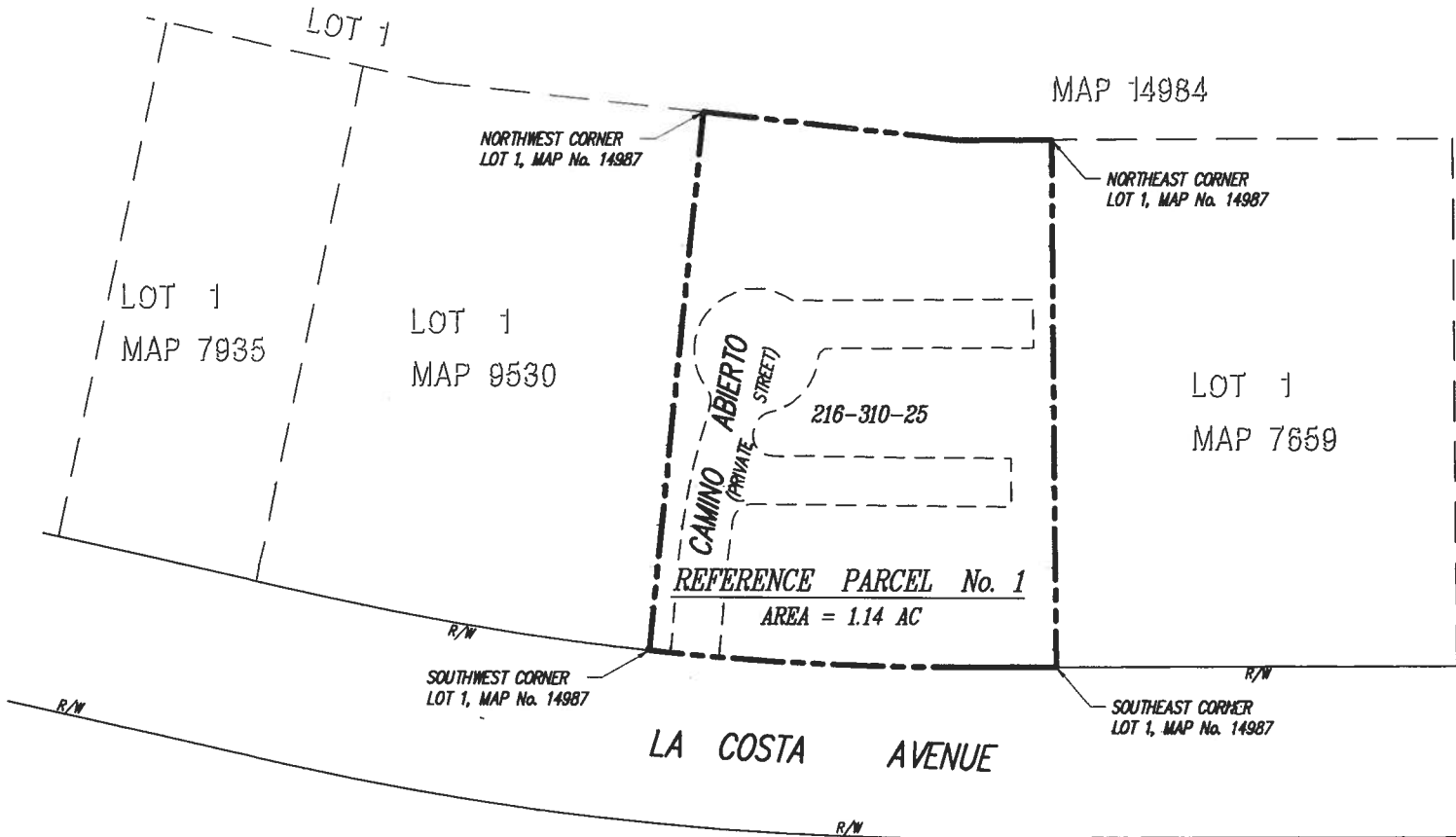
BY: \_\_\_\_\_, DEPUTY



JOB No. 09-09 S/05/08  
SOWARDS & BROWN ENGINEERING  
CONSULTING ENGINEERS  
2187 NEWCASTLE AVENUE SUITE 100  
CARDIFF BY THE SEA, CA. 92007  
TEL. 760/438-8500 FAX 760/438-8800



AMENDED  
MAP OF BOUNDARIES OF COMMUNITY FACILITIES  
DISTRICT No. 95-2 ANNEXATION No. 14  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



JOB No. 09-010 9/05/09  
SOWARDS & BROWN ENGINEERING  
CONSULTING ENGINEERS  
2187 MENCANTLE AVENUE SUITE 100  
CARLSBAD, CA, 92008  
TEL. 760/438-8300 FAX 760/438-8803

**COMMUNITY FACILITIES DISTRICT NO. 95-2  
ANNEXATION NO. 14  
La Costa Fairways  
Pacific Mercantile Bank  
949 South Coast Dr. 3<sup>rd</sup> Floor  
Costa Mesa, CA 92626**

**ANNEXATION SCHEDULE**

**February 18, 2009 Consent Letter due**

**March 5, 2009 Board Meeting**

Adopt Resolution of Intention

**March 13, 2009**

Deadline to record map

**April 8, 2009**

Deadline to Publish Notice of Public Hearing

**April 16, 2009 Board Meeting\***

Public Hearing

Adopt Resolution of Annexation

**May 12, 2009\***

Special Election

**May 21, 2009 Board Meeting**

Certify Election Results

**May 27, 2009**

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.

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 31, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Stephen Ma, Assoc. Superintendent, Business  
Eric Dill, Exec. Director, Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** ADOPT RESOLUTION FOR TAX & REVENUE  
ANTICIPATION NOTES (TRAN) FOR FISCAL YEAR  
2009-10

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### EXECUTIVE SUMMARY

#### BACKGROUND:

Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by school districts to eliminate cash flow deficiencies, which result from fluctuations in revenue receipts and expenditure disbursements. Generally, TRANs are issued for 12 months and repaid out of revenues of the fiscal year in which the borrowing occurs. The TRANs will be issued through a pooled financing program of school districts located in San Diego County. The San Diego County Office of Education and the County of San Diego organize the pooled program.

#### CURRENT CONSIDERATION:

The purpose of the temporary borrowing is to increase available cash balances, which provide operating funds to cover cash shortfalls. Cash shortfalls arise due to the timing differential of monthly cash receipts and disbursements throughout the 2009-10 fiscal year. The borrowing may also provide an additional source of revenue because the cost of borrowing is less than reinvestment income, producing a net gain to the District. This has occurred in recent years, however, volatile market conditions are reducing the reinvestment spreads at the current time.

The attached resolution authorizes the issuance by the District of TRANs in an amount not to exceed \$20,000,000. The not to exceed amount is significantly higher than the \$8,000,000 borrowed in 2008-09 because of the possibility of moving into basic aid and reduced balances of other internal district funds. The resolution authorizes various

ITEM 19

financing documentation, including a Purchase Contract, Trust Agreement, Credit Agreement, Preliminary Official Statement and Financial Advisor Agreement, which are on file in the District Office. The Credit Agreement will be entered into with a highly rated financial institution only if the use of credit enhancement provides an economic benefit to the District, based upon the advice of the District's financial advisor. The resolution authorizes the Superintendent or the Associate Superintendent of Business Services, to sign financing documentation in connection with the issuance of the TRANs. The resolution also appoints the law firm of Orrick, Herrington, & Sutcliffe as bond counsel to the District. Orrick is a national law firm, which specializes in municipal bond law. GreenCoast Capital Partners is the financial advisory firm assisting the District with the TRANs. The original resolution is on file in the District Office for review.

**RECOMMENDATION:**

It is recommended that the Board adopt the resolution for Tax and Revenue Anticipation Notes for fiscal year 2009-10.

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

RESOLUTION NO. \_\_\_\_

RESOLUTION OF SAN DIEGUITO UNION HIGH SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$20,000,000 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 \$20,000,000 (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 therefor 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, 2010 (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 2009 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;

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**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, 2009 and an authorization to issue and sell a second series of notes (the “Series B Note”) prior to June 1, 2010;

**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**, the 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

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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

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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 "2009 Tax and Revenue Anticipation Note, Series A" and the District's "2009 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.



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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

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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

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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

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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 2009 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.

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**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



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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.

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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,

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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



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(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 2008-2009 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 2008-2009 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 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.

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**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 2009, 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

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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:

(h) 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

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

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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.

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**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

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

2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A<sup>\*/</sup>

<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)<sup>**/</sup></p>	<p>___% (Total of principal and interest due on Note at maturity)<sup>**/</sup></p>	<p>___% (Total of principal and interest due on Note at maturity)<sup>**/</sup></p>

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$20,000,000

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

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<sup>\*/</sup> If more than one Series is issued under the Program in the Repayment Fiscal Year.

<sup>\*\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).



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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, 2010 (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.



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**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

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[STATEMENT OF INSURANCE]<sup>\*/</sup>

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

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a \_\_\_\_\_ meeting of the Board duly and regularly held at the regular meeting place thereof on the \_\_ day of \_\_\_\_\_, 2009, 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 \_\_\_\_\_, \_\_\_\_\_, 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: \_\_\_\_\_, 2009

\_\_\_\_\_  
Secretary of the Board

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 27, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Eric Dill, Exec Director/Business Services  
Steve Ma, Assoc Supt/Business Services

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** PUBLIC HEARING / APPROVAL OF  
TRANSFER OF TIER III CATEGORICAL  
FUNDS FROM GENERAL FUND/  
RESTRICTED TO GENERAL FUND/  
UNRESTRICTED

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### EXECUTIVE SUMMARY

After months of negotiations between the Governor, the Legislature, and both major political parties, the state budget was revised on February 20, 2009. The revised budget included severe cuts to the education budget in both unrestricted and restricted revenue.

With respect to restricted programs, the state created a three tier system for categorical programs.

- Tier I programs:
  - Not subject to budget reductions
  - Program funds must be used for their original intended purpose.
- Tier II programs
  - Cut by 15.38% in the current year and 4.5% in 2009-10
  - Program funds must be used for their original intended purpose.
- Tier III programs
  - Cut by 15.38% in the current year and 4.5% in 2009-10
  - Program funds may be directed toward other educational purposes

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Additionally, flexibility was granted toward ending balances in most categorical programs as of June 30, 2008 which were carried over into this fiscal year.

The Budget trailer bill (SBX3 4) gives local educational agencies the authority to use the funds received from the state for Tier III programs for any educational purpose, to the extent permitted by federal law. The flexibility to transfer funds from these programs is authorized for five years-from the current year through 2012-13. Any school agency that wants to exercise this transfer authority is required to hold a public hearing on the matter.

The item to approve or disapprove the proposed use of funds is listed as separate action item on the agenda after the public hearing has been held. The Board would then take up that item as it would any other action item on the agenda.

Administration and staff have been working to identify Carry-Over and Tier III funds in 26 different programs which may be redirected toward other purposes after the current year reductions were applied. Educational Services has discussed the cuts and potential transfer of funds with program managers. After this discussion and analysis, the Administration proposes to transfer \$1,292,426.18 from the General Fund/Restricted to the General Fund/Unrestricted for other educational purposes.

**RECOMMENDATION:**

A. It is recommended that the Board conduct a public hearing to take public testimony and discuss the proposed transfer of Tier III categorical funds from General Fund/Restricted to General Fund/Unrestricted.

B. Following the public hearing, it is recommended that the Board approve the transfer of Tier III Categorical Funds in the amount of \$1,292,426.18 from the General Fund/Restricted to the General Fund/Unrestricted.

**FUNDING SOURCE:**

General Fund/Restricted

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 27, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Rick Schmitt  
Associate Superintendent

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** Community-Based English Tutoring Program (CBET)

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### EXECUTIVE SUMMARY

The S.D.U.H.S.D. Adult Education Program will apply to the California Department of Education for funds to be used to provide free or subsidized English language instruction to parents or other members of the community who pledge to provide personal English language tutoring to California school children with limited English proficiency. Approximately \$30 per English Learner student enrolled is available for 2009-10.

### RECOMMENDATION:

It is recommended that the 2009 -10 CBET Application to the CDE be approved.

### FUNDING SOURCE:

State funding.



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**JACK O'CONNELL**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

February 1, 2009

Dear County and District Superintendents and Independent Charter School  
Directors:

**FUNDING ANNOUNCEMENT  
COMMUNITY-BASED ENGLISH TUTORING PROGRAM**

Local educational agencies (LEAs) are invited to apply for Community-Based English Tutoring (CBET) Program funds for fiscal year (FY) 2009-10. This program is authorized by California *Education Code (EC)* sections 315 through 317. LEAs must apply for CBET Program funds on an annual basis. Enclosed is a copy of the Application Form, Fiscal Year 2009-10.

Pursuant to *California Code of Regulations (CCR)*, Title 5, sections 11315 and 11315.5, the State Superintendent of Public Instruction is to allocate funds, contingent upon an appropriation in the annual Budget Act, to LEAs that request participation in the CBET Program. Funds are to be used to provide free or subsidized English language instruction to parents or other members of the community who pledge to provide personal English language tutoring to California schoolchildren with limited English proficiency. Any school district, county office of education, or direct-funded charter school that reports one or more English learner (EL) students on the February 27, 2009 Language Census (R30-LC) is eligible to participate.

Funding will be allocated on a formula basis utilizing the results of the February 27, 2009 Language Census. The appropriated funds will be prorated according to the number of EL students enrolled in the participating LEAs. The average annual per-pupil allocation has been approximately \$30 per EL, and a similar level of funding is expected for FY 2009-10.

As regulated in *CCR*, Title 5, Section 11315 (c), LEAs may use CBET Program funds for direct program services, community notification, transportation services, and background checks related to the tutoring program. The adult English language instruction can be provided by schools, colleges, universities, and community-based or nonprofit organizations. All LEAs need to have a locally approved CBET plan, maintain thorough and auditable documentation, as well as pledge records of the adult participants and achievement information as described by *EC* Section 317. Additional information is available at the California Department of Education CBET Web page at <http://www.cde.ca.gov/sp/el/cb/>.

February 1, 2009  
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All LEAs that wish to participate in the CBET Program for FY 2009-10, including those LEAs that are currently funded, are required to complete and return the application form. This form requires the signatures of the superintendent or designee and the presiding officer of the local governing board. All LEAs are required to affix those two signatures to the application form and submit it postmarked on or before May 15, 2009. Application forms postmarked after the deadline may not be considered for funding. Mail the application form to:

**CBET Application  
Language Policy and Leadership Office  
California Department of Education  
1430 N Street, Suite 4309  
Sacramento, CA 95814-5901**

If you have any questions regarding the CBET Application process, please contact Pamela Lucas, Associate Governmental Program Analyst, Language Policy and Leadership Office (LPLO), at 916-319-0610 or by e-mail at [plucas@cde.ca.gov](mailto:plucas@cde.ca.gov). If you have any questions about the CBET Program, please contact Paul Garcia, Education Programs Consultant, LPLO, at 916-323-5467 or by e-mail at [pgarcia@cde.ca.gov](mailto:pgarcia@cde.ca.gov).

Sincerely,

Anthony Monreal, Deputy Superintendent  
Curriculum and Instruction Branch

AM:pl  
Enclosure

cc: Director, Community-Based English Tutoring Program



**COMMUNITY-BASED ENGLISH TUTORING PROGRAM  
APPLICATION FORM, FISCAL YEAR 2009-10**

**Submission Postmark Deadline: May 15, 2009**

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**Local Educational Agency (LEA) Information**

Name of LEA San Dieguito Adult School

County/District Code 3 7 1 6 8 3 4 6

School Code (Leave blank unless applicant is a direct-funded charter school) \_\_\_\_\_

Program Director Name Denise Stanley

Title Principal

Telephone Number 7 6 0 - 7 5 3 - 7 0 7 3 x 5100

Fax Number 7 6 0 - 4 3 6 - 8 3 7 6

E-mail Address denise.stanley@sduhsd.net

Chief Fiscal Officer Eric Dill

Title Executive Director Fiscal Services

E-mail Address eric.dill@sduhsd.net

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**Assurances**

The signature of the superintendent or designee on this form acknowledges that the following general assurances will be observed.

1. The conditions established pursuant to California *Education Code (EC)* sections 315-317, and *California Code of Regulations (CCR)*, Title 5, sections 11315, 11315.5, and 11315.6, will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make all records available for audit when requested.
3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the adults participating in the tutoring program.
4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to English learners in kindergarten through grade twelve.

5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.
6. A Community-Based English Tutoring (CBET) plan will be adopted by the local governing board and include elements of instruction and achievement information as described by *EC* Section 317. The data collected shall be used, by the governing board, to review and revise the plan as necessary, not less than once every three years, and be made available to the state as requested.

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### Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the CBET program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the California Department of Education and/or the representatives or designees of the Department; and (4) a CBET plan has been written in accordance with *EC* sections 315-317, and *CCR*, Title 5, sections 11315 and 11315.5.

I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

Name of LEA	<u>San Dieguito Adult School</u>
Signature of Superintendent or Designee	_____
Printed Name	<u>Ken Noah</u>
Title	<u>Superintendent</u>

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### Board Approval

Board Approval Date	_____
Signature of Presiding Officer of Governing Board	_____
Printed Name	<u>Joyce Dalessandro, President</u>

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Mail this application form, postmarked on or before May 15, 2009, to:

**CBET Application**  
**Language Policy and Leadership Office**  
**California Department of Education**  
**1430 N Street, Suite 4309**  
**Sacramento, CA 95814-5901**

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 30, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** David Jaffe  
Executive Director, Curriculum & Assessment

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** APPROVAL OF MODIFIED PASSING  
CAHSEE SCORES FOR 2008-2009 TEST  
ADMINISTRATION

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### EXECUTIVE SUMMARY

All students must pass the California High School Exit Exam (CAHSEE) as a condition of receiving a high school diploma. If specified in the student's Individualized Educational Plan (IEP), students with disabilities may use modifications on one or both parts of the CAHSEE. If the student uses the modification and receives a passing score, the score is not valid.

However, at the request of a parent/guardian, a school principal may submit a request for a waiver to the District Board of Trustees for students with disabilities who took the CAHSEE with modifications **and** received the equivalent of a passing score on one or both parts of the CAHSEE.

The students listed below took the CAHSEE in the 2008-2009 school year with an allowable modification and received a **passing 'MODIFIED' score**.

### RECOMMENDATION:

It is recommended that the Board validate the equivalent of a passing score for eligible students who used allowable modifications outlined in their IEP and ratify, that for these eligible students, the CAHSEE requirement has been satisfied.

ITEM 22

Students who took the CAHSEE during the 2008-2009 school year with allowable modifications and received the equivalent of a passing score:

**Student ID#**

1202030  
0441775  
0819919  
0557964  
0794648  
0471653  
0850488  
0851394  
0434676  
0556100  
0468380  
0477688  
0442556  
0448566  
0820056  
1201546  
0471253  
0557242  
0629995  
0445643  
0468559  
0566185  
1201159  
0479791  
0676332

# San Dieguito Union High School District

## INFORMATION REGARDING BOARD AGENDA ITEM

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** March 6, 2009

**BOARD MEETING DATE:** April 16, 2009

**PREPARED BY:** Rick Schmitt, Associate Superintendent/  
Educational Services

**SUBMITTED BY:** Ken Noah, Superintendent

**SUBJECT:** Approval of Memorandum of Understanding  
between SDUHSD and San Diego County  
Superintendent of Schools

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### EXECUTIVE SUMMARY

Attached is a Memorandum of Understanding for an agreement between the San Dieguito Union High School District (SDUHSD) and San Diego County Superintendent for SDUHSD to provide services in ROP programs serving adults in the County in accordance with the requirements specified in the Carl D. Perkins Career and Technical Education Act of 2006, and to comply with regulations specified in the Certification statements.

### RECOMMENDATION:

Your approval of this Memorandum of Understanding is recommended.

### FUNDING SOURCE:

Not applicable.

## Memorandum of Understanding

This agreement for programs and services funded by the Carl D. Perkins Career and Technical Education Act of 2006, herein called Perkins, is entered into this **18th day of February, 2009**, by and between the San Diego County Superintendent of Schools, herein called the "County" and the **SAN DIEGUITO UNION HIGH** herein called the "District," who agrees to provide the described services in ROP programs serving adults in the County in accordance with the requirements specified in Perkins including, but not limited to, items listed in Statement of Assurances. Furthermore, the District shall comply with regulations specified in the Certification statements required by the California State Department of Education. (Previously signed by District personnel and on file with the County.) The District agrees to provide the County with a sign off sheet, indicating approval of special population representatives. The District agrees to provide to the County, reports of services and expenditures as required by the California State Department of Education, as needed. This will include submission of quarterly and final financial report, due **April 17, 2009** and a final report of activities and expenditures for the period of this agreement on or before, **July 24, 2009**. In addition, the District agrees to inventory any equipment purchased with these monies using Regional Occupational Program procedures.

### 1. Period of Agreement.

This agreement shall be effective from **July 1, 2008** until **June 30, 2009**. Funding is contingent upon funding to the San Diego County Superintendent of Schools from the California Department of Education, via the federal government, for these purposes, and in accordance with the most recent agreed upon San Diego County Regional Occupational Program allocation formula for Perkins 132.

### 2. Compensation.

The County will pay the District **\$11,140**, based upon the total count of adults and adults who are economically disadvantaged, identified by the San Diego Regional Occupational Program procedures in the 2007-2008 school year. Pending a decision to the contrary by the California State Department of Education regarding distribution times and proportions, these monies will be disbursed as a reimbursement of actual expenditures. This disbursement shall occur four times per year. Quarterly claims are submitted by the district to the San Diego County Regional Occupational Program who in turn submits the reimbursement request to California Department of Education. Funds will be distributed to the district upon receipt of the funds from the California Department of Education.

### 3. Confidentiality

The identity of students who are economically disadvantaged or disabled is to remain confidential. The District assumes responsibility for maintaining the confidentiality of individual student records.



ITEM 23

4. Audit

The District agrees to maintain and preserve, until five years after termination of the agreement with the San Diego County Superintendent of Schools, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this contract.

5. Contact Persons:

The contact person for the County shall be:

Steve Pinning and/or Valerie J. Hesson  
San Diego County Office of Education  
6401 Linda Vista Road, Room 409  
San Diego CA 92111-7399,  
Telephone (619) 571-7243

The contact(s) for the Contractor shall be:

Roger D. Taylor  
ROP Coordinator  
710 Encinitas Blvd.  
Encinitas, CA 92024  
760 753-1121 Ext. 5114

6. Termination

This agreement may be terminated by either party with a 30 day written notice.

7. Independent Contractor

It is expressly understood that at all times while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the San Diego County Superintendent of Schools.

8. Compliance With Law

The School District shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this contract including, but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including nondiscrimination.

ITEM 23

9. Mutual Indemnification Clause

The Contractor shall defend, indemnify, and hold the District harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents or employees. The District shall defend, indemnify, and hold the Contractor harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

10. Entire Agreement

This agreement represents the entire agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This agreement may not be amended in any way, except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representative being thereunto duly authorized.

SAN DIEGO COUNTY  
SUPERINTENDENT OF SCHOOLS

DISTRICT

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Lora Duzyk  
\_\_\_\_\_  
Name (Type or Print)

Ken Noah  
\_\_\_\_\_  
Name (Type or Print)

Assistant Superintendent  
\_\_\_\_\_  
Title

Superintendent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_



Please return to Ofelia Dominguez at SDCOE

San Diego County Office of Education  
Regional Occupational Program Perkins 132  
CDE 101-A (2/08) San Diego Version

**ITEM 23**  
**CAREER TECHNICAL EDUCATION APPLICATION**  
Carl D. Perkins Career & Technical  
Education Improvement Act of 2006

**Program Year 2008-2009**  
**BUDGET AND EXPENDITURE SCHEDULE**

District/College: San Dieguito Union High School District

Person Completing Form: Roger D. Taylor

Authorized Signature: Roger D. Taylor

Total Allocation: 11,140  
Indirect Cost Rate: 3%

Select One  
ORIGINAL BUDGET  
END-OF-YEAR EXPENDITURE CLAIM  
Revision Date:

Funding Source/Purpose:  
Section 131 - Secondary  
Section 132 - ROCP & Adult  
Section 112 - State Institutions

Object of Expenditure Classifications		(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Research Evaluation & Data Development	(E) Guidance & Counseling	(F) Transportation & Child Care For Participants	(K) Administration or Indirect Costs (Must not be greater than 3% of total expenditure)	(L) Total
1000	Certificated salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$334	\$334
2000	Classified salaries	\$9,617	\$0	\$0	\$0	\$0	\$0	\$0	\$9,617
3000	Employee benefits	\$1,189	\$0	\$0	\$0	\$0	\$0	\$0	\$1,189
4000	Books & supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4400	Equipment Less Than \$ 5000	\$0	\$0	\$0	\$0	\$0	\$0	no indirects	\$0
5000	Services and other operating expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6000	Capital outlay \$ 5000 & over	\$0	\$0	\$0	\$0	\$0	\$0	no indirects	\$0
7000	Indirect Costs							\$0	\$0
	Total	\$10,806	\$0	\$0	\$0	\$0	\$0	\$334	\$11,140

Admin/Indirect Cost Limit: \$324

1. Heading: Enter the name of the local educational agency (district) applying for funding. Enter county and district code numbers (CD Code).
2. Enter the total allocation amount and the agency's indirect cost rate (use decimal)
3. Identify "Original Budget", "End-of-Year Claim", or "Revision" by checking the appropriate box.
4. Check the appropriate box for the funding source/purpose (only one per page).
5. Object of Expenditure Classifications and Funding Categories.
  - Enter the proposed/actual expenditures for the funding source checked
  - Refer to the current *California School Accounting Manual* for clarification of object of expenditures 1000 through 7000.
  - Please note that a single capital outlay of more than \$5,000 requires prior approval from the Department of Education.

**SDCOE SPECIAL INSTRUCTIONS TO DISTRICTS**

- By prior agreement, a maximum of 3% of federal Perkins funds may be expended by districts for administration and/or indirect costs ( Column K). The administration/indirect cost limit is calculated by subtracting the totals in column L for object codes 4400 and 6000 from the total of all expenditures in columns A thru J and multiplying by 3%.
- Verify that the Total Funding amount is the sum of the subtotals as well as totals from Column (A) through Column (K) and does not exceed the allocation amount indicated on the contract amendment.
- Please return form via email to ofelia@sdcoe.net If that is not possible, fax to 858-268-9726
- An invoice is required for any expenditure for equipment in 4400 or 6000 line. Online ROP Inventory is required for any item costing \$500 or more.
- Invoices to Ofelia Dominguez as soon as possible at: Room 409 San Diego County Office of Education, 6401 Linda Vista Road, San Diego 92111-7399

# San Dieguito Union High School District

## **INFORMATION REGARDING BOARD AGENDA ITEM**

**TO:** BOARD OF TRUSTEES

**DATE OF REPORT:** April 2, 2009

**BOARD MEETING DATE:** April 16, 2009

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

**SUBMITTED BY:** Ken Noah  
Superintendent

**SUBJECT:** **Layoff and/or Reductions of Hours  
and/or Months of Classified  
Employees/Positions for Fiscal Year  
2009-2010**

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### **EXECUTIVE SUMMARY**

Due to the current State budget crisis, the District will be forced to make significant budget reductions for 2009-2010. In addition to the budget reductions in certificated and management staffing, reductions will be required in classified services. The attached resolution lists the positions to be eliminated, as well as the positions with reduced work hours and/or months.

The District has informed CSEA of this situation and is in the process of negotiating impacts and effects of the resulting layoff.

The purpose of this recommended Board action is to initiate the process of deleting and/or reducing the hours/months of 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.

Attachment

ITEM 24

BOARD OF TRUSTEES  
OF THE  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Resolution Re: Layoff and/or Reduction in Hours

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

WHEREAS, a reduction in the number of classified employees or the level of services to be provided thereby is required due to the lack of work and/or lack of funds within the District anticipated for the 2009-2010 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 and/or reductions in assignment of the following positions and the corresponding employees effective at the end of the day on the dates indicated below:

**ITEMS 1 - 13 EFFECTIVE JUNE 30, 2009**

**ITEM 1**

**02 Speech/Language Pathology Assistant, as follows:**

02 positions eliminated 1.5000 FTE ST+10 02 employees

**ITEM 2**

**09 Instructional Assistant-Special Education (severe), as follows:**

04 positions eliminated 3.0000 FTE ST 04 employees

02 positions eliminated 0.9750 FTE ST 02 employees

03 positions reduced from 0.4875 FTE ea. ST  
to 0.3750 FTE ea. ST 03 employees

**ITEM 3**

**21 Instructional Assistant-Special Education (non-severe), as follows:**

21 positions reduced from 0.4875 FTE ea. ST  
to 0.3750 FTE ea. ST 21 employees

**ITEM 4**

**04 Instructional Assistant, as follows:**

04 positions eliminated 1.9500 FTE ST 04 employees

**ITEM 5**

**02 Computer Support Technician, as follows:**

02 positions eliminated 2.0000 FTE 12 months 02 employees

**ITEM 6**

**01 Purchasing Assistant, as follows:**

01 position eliminated 1.0000 FTE 12 months 01 employee

**ITEM 7**

**02 Office Assistant, as follows:**

01 position eliminated 1.0000 FTE ST+10 01 employee

01 position eliminated 0.4875 FTE ST+10 01 employee

**ITEM 8**

**06 Secretary, as follows:**

02 positions eliminated 2.0000 FTE 12 months 02 employees

01 position eliminated 1.0000 FTE ST+10 01 employee

01 position eliminated 0.4875 FTE ST+10 01 employee

01 position reduced from 1.0000 FTE 12 months 01 employee

0.4875 FTE 11 months

01 position reduced from 0.7500 FTE ST+10 01 employee

to 0.4875 FTE ST+10

**ITEM 9**

**06 Library Media Technician, as follows:**

06 positions eliminated 6.0000 FTE ST+10 06 employees

**ITEM 10**

**02 Campus Supervisor-High School, as follows:**

02 positions eliminated 2.0000 FTE ST 02 employees

**ITEM 11**

**03 Campus Supervisor-Middle School, as follows:**

03 positions eliminated 1.4625 FTE ST 03 employees

**ITEM 12**

**01 Custodian, as follows:**

01 position eliminated 1.0000 FTE 12 months no employees

**ITEM 13**

**02 Grounds Maintenance Worker II, as follows:**

02 positions eliminated 2.0000 FTE 12 months 02 employees

ITEM 24

**ITEM 14 EFFECTIVE JULY 31, 2009**

**ITEM 14**

**01 Secretary as follows:**

01 position reduced from 1.0000 FTE 12 months 01 employee  
to 1.0000 FTE 11 months

BE IT FURTHER RESOLVED that the Superintendent determine the order of layoff pursuant to Education Code Section 45308, and give 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 16<sup>th</sup> day of April 2009 by the following vote:

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOES: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Joyce Dalessandro, Board President

\_\_\_\_\_  
Date

Attest

By: \_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date