



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

**TUESDAY, AUGUST 10, 2010
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 speaker slip located at the sign-in desk and present it to the Secretary to the Board prior to the start of the meeting. When the Board President invites you to the podium, 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, and/or at the district office. Please contact the [Office of the 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 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.

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

AGENDA

**TUESDAY, AUGUST 10, 2010
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 5:30 PM
- 2. **CLOSED SESSION** **5:31 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. To 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)
 - E. Superintendent Evaluation

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

- 3. CALL TO ORDER
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES OF REGULAR BOARD MEETING OF JULY 15TH, AND BOARD WORKSHOP AND SPECIAL MEETING OF JULY 20TH, 2010
Motion by _____, second by _____, to approve the Minutes of the July Board Meetings, as shown in the attached supplements.

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. STUDENT BOARD REPORTS (NONE SCHEDULED DURING SUMMER BREAK)
- 8. BOARD REPORTS AND UPDATES BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES KEN NOAH
- 10. DEPARTMENT / SITE UPDATES(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. GIFTS AND DONATIONS
(None Submitted)
 - B. FIELD TRIP REQUESTS
(None Submitted)

12. HUMAN RESOURCES

A. 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 AGREEMENT

(None Submitted)

13. EDUCATIONAL SERVICES

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. School Wise Press to prepare a School Accountability Report Card (SARC) for the 2009-2010 school year, during the period July 1, 2009 through June 30, 2010, for an amount not to exceed \$15,553.00, to be expended from the General Fund 03-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

14. PUPIL SERVICES

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

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

1. AEFCT- Autism Experts Empowering Families & Children Together, during the period July 1, 2010 through June 30, 2011.
2. Autism Spectrum Consultants, Inc., during the period July 1, 2010 through June 30, 2011.
3. Balboa City School, during the period July 1, 2010 through June 30, 2011.
4. Banyan Tree Learning Center, during the period July 1, 2010 through June 30, 2011.
5. Coast Music Therapy, during the period July 1, 2010 through June 30, 2011.
6. Devereux Cleo Wallace, during the period July 1, 2010 through June 30, 2011.
7. Encinitas Learning Center, during the period July 1, 2010 through June 30, 2011.
8. Family Life Center, during the period July 1, 2010 through June 30, 2011.
9. The Institute for Effective Education, during the period July 1, 2010 through June 30, 2011.
10. Lindamood-Bell Learning Process, Inc., during the period July 1, 2010 through June 30, 2011.
11. Maxim Healthcare Services, Inc., during the period July 1, 2010 through June 30, 2011.
12. Oak Grove Institute, during the period July 1, 2010 through June 30, 2011.
13. Provo Canyon School, during the period July 1, 2010 through June 30, 2011.
14. San Diego Center for Children Academy, during the period July 1, 2010 through June 30, 2011.
15. San Diego Center for Vision Care, during the period July 1, 2010 through June 30, 2011.
16. Yellowstone Boys & Girls Ranch, during the period July 1, 2010 through June 30, 2011.

B. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. Sharon A. Criger, RPT, to provide physical therapy evaluation, consultation and direct treatment for special education students, during the period July 1, 2010 through June 30, 2011, at the rate of \$95.00 per hour for therapy and \$350.00 per evaluation, to be expended from the General Fund/Restricted 06-00.
2. Schloyer Audiology to provide comprehensive auditory processing assessment services for special education students, during the period July 1, 2010 through June 30, 2011, at the rate of \$150.00 per hour, to be expended from the General Fund/Restricted 06-00.
3. School Options to provide occupational assessment and therapy consultations, during the period July 1, 2010 through June 30, 2011, at the rate of \$170.00 per hour for therapy and \$200.00 per hour for consultation, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL OF DESTRUCTION OF CLASS 3 DISPOSABLE RECORDS / SPECIAL EDUCATION

Approval of recommendation to reclassify Special Education records as "Class 3", disposable, at which time they may be destroyed, as per California Code of Regulations, as shown in the attached supplement.

15. BUSINESS

A. APPROVAL/RATIFICATION OF AGREEMENTS

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

1. MTGL, Inc. to provide small project miscellaneous DSA specialty inspection & materials testing services, during the period July 1, 2010 through June 30, 2011, with a "not to exceed" written estimate of hours per project, at the prevailing wage rate schedule of fees, to be expended from the fund to which the project is charged.
2. Match Point Tennis Courts, Inc. to provide tennis court maintenance services at San Dieguito Academy, Canyon Crest Academy, Torrey Pines High School, La Costa Canyon High School, and Earl Warren Middle School, during the period August 11, 2010 through June 30, 2011, for an estimated amount of \$10,000.00, to be expended from the General Fund 03-00.
3. JPBLA, Inc. to provide landscape architectural services and landscape construction documents for miscellaneous maintenance projects as assigned, during the period July 1, 2010 through June 30, 2011, for an amount not to exceed \$35,000.00, to be expended from the fund to which the project is charged.
4. The Epler Company to perform an updated GASB-45 actuarial valuation study, beginning July 1, 2010, for an amount not to exceed \$6,750.00, paid upon completion of the study, to be expended from the General Fund 03-00.
5. Rancho Santa Fe Protective Services, Inc. to provide weekend security patrol services at Carmel Valley Middle School, Canyon Crest Academy, Earl Warren Middle School, Torrey Pines High School, Oak Crest Middle School, San Dieguito Academy, La Costa Canyon High School, Diegueno Middle School, Sunset High School, the District Office, and the Maintenance and Operations Office, during period August 1, 2010 until terminated in writing by either party with thirty (30) day written notice, at the hourly rate of \$22.00 per hour, to be expended from the General Fund 03-00.
6. Gas Equipment Systems, Inc. to provide scheduled maintenance, service, and inspection of the Transportation Department's CNG fueling facility, during the period July 1, 2010 through June 30, 2011, for an amount not to exceed \$17,025.48, to be expended from the General Fund/Restricted 06-00.

7. Dave Yant, Signs & Designs to design and paint assorted graphic designs and signs at locations throughout the District, during the period July 1, 2010 through June 30, 2011, for an amount not to exceed \$15,000.00, to be expended from the fund to which the project is charged.
8. San Dieguito Union High School District to provide classroom facilities at Earl Warren Middle School to All About Mandarin Academy to conduct after-school language classes of which SDUHSD students may attend free of charge, during the period August 31, 2010 through June 30, 2011.
9. Lawrence Family Jewish Community Center for lease of facilities for the San Dieguito High School Academy Water Polo Team, during the period August 16, 2010 through November 30, 2010, at the rate of \$73.00 per hour, to be expended from the San Dieguito High School Academy Athletic Boosters.
10. Sunrise Produce Company to provide fresh produce during the period August 11, 2010 until terminated in writing by either party with fourteen (14) day written notice, for an amount not to exceed \$50,000.00, to be expended from the Cafeteria Fund 13-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

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

1. S&S Bakery, for bread & bakery supplies, extending the contract period from August 1, 2010 through July 31, 2011, with increases in the unit pricing, as allowed in the contract, to be expended from the Cafeteria Fund 13-00.
2. Holsum Bakery, Inc., for bread & bakery supplies, extending the contract period from August 1, 2010 through July 31, 2011, with increases in the unit pricing, as allowed in the contract, to be expended from the Cafeteria Fund 13-00.
3. A&R Wholesale Distributors, Inc., for snack and beverage supplies, extending the contract period from August 1, 2010 through July 31, 2011, with increases in the unit pricing, as allowed in the contract, to be expended from the Cafeteria Fund 13-00.
4. Campus Foods, for snack and beverage supplies, extending the contract period from August 1, 2010 through July 31, 2011, with increases in the unit pricing, as allowed in the contract, to be expended from the Cafeteria Fund 13-00.
5. Fredricks Electric for district wide cabling services, extending the contract period from August 1, 2010 through July 31, 2011, to be expended from the fund to which the project is charged.

C. AWARD/RATIFICATION OF CONTRACTS

Award/ratify the following contracts and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents:

1. US Foodservice, A&R Wholesale Distributors, Inc., and Newport Farms, Inc. for Grocery Supplies B2010-17, during the period August 1, 2010 through July 31, 2011, with options to renew two additional one year periods, at the unit prices listed on the attachment, to be expended from the Cafeteria Fund 13-00.

D. APPROVAL OF CHANGE ORDERS

Change Order No. 1 to the following projects, and authorize Christina M. Bennett or Eric R. Dill to execute the change orders:

1. Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (Chevron ES) to provide additional PV Module clips with tamper proof security screws, one on each side of the outside panels, at both La Costa Canyon High School and Canyon Crest Academy south for an amount not to exceed \$26,929.00, to be expended from 2010A Qualified School Construction Bond proceeds.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS
(None Submitted)

F. ADOPTION OF RESOLUTION / AMENDMENT TO SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM AGREEMENT

Adopt the Resolution to amend the San Diego County Schools Fringe Benefits Consortium Agreement, as shown in the attached supplement.

G. APPROVAL OF 10-11 BELL SCHEDULES

Approve the 2010-11 bell schedules for Carmel Valley, Diegueno, Earl Warren, Oak Crest Middle Schools, and Canyon Crest Academy, La Costa Canyon, San Dieguito Academy, Sunset Continuation, and Torrey Pines High Schools, as shown in the attached supplements.

H. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

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

ROLL CALL VOTE FOR CONSENT AGENDA..... (ITEMS 11 - 15)

(Student Board Members not present during summer months)

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

DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 19)

16. RENEWAL OF EMPLOYMENT CONTRACTS FOR ASSOCIATE SUPERINTENDENTS (3)

Motion by _____, second by _____, to renew the four-year Employment Contracts for the Associate Superintendents (3) of Human Resources, Business, and Educational Services, from July 1, 2010 through June 30, 2014, as shown in the attached supplements.

17. ADOPTION OF RESOLUTION COMMUNITY FACILITIES DISTRICT NO. 95-2 NO. 15 / ANNEXATION OF PROPERTY / URANIA & NORMANDY / A 23-UNIT SINGLE FAMILY SUBDIVISION / WARMINGTON HOMES

Motion by _____, second by _____, to adopt the 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, as shown in the attached supplement.

18. ADOPTION OF RESOLUTION CONVEYING AN INTEREST IN REAL PROPERTY EASEMENT AND RIGHT-OF-WAY

A. PUBLIC HEARING

B. ADOPTION OF RESOLUTION

Motion by _____, second by _____, to adopt Resolution Conveying an Interest in Real Property Easement and Right-of-Way to Clear Wireless LCC for the purpose of wireless communications services, including without limitation, the transmission of the reception of radio communication signals and the construction, maintenance and operation of related communications facilities and uses incidental thereto over, under, along, and across property therein described, said property being owned by the San Dieguito Union High School District of San Diego County, California, as shown in the attached supplement.

19. APPROVAL OF TENTATIVE AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, (CSEA), CHAPTER 241

Motion by _____, second by _____, to approve the Master Contract Tentative Agreement with the California School Employees Association, Chapter 241 effective July 1, 2009 through June 30, 2012, as shown in the attached supplement.

INFORMATION ITEMS..... (ITEMS 20 - 30)

- 20. SAN DIEGUITO UNION HIGH SCHOOL DISTRICT ACTION PLAN, 2010-11
This item is being submitted for first read and will be resubmitted for second read on September 2, 2010.
- 21. BOARD POLICY REVISION PROPOSAL, #3400 AND 3400/AR-1, "MANAGEMENT OF DISTRICT ASSETS"
This item is being submitted for first read and will be resubmitted for board action on September 2, 2010
- 22. BOARD POLICY REVISION PROPOSALS, (8), AS REQUIRED BY NEW STATE MANDATES AND COMPLIANCE WITH EDUCATION CODES: #5116.1/AR-2, *HIGH SCHOOL SELECTION*; #5125.1 AND 5125.1/AR-1, *RELEASE OF DIRECTORY INFORMATION*; #5141.33, *HEAD LICE*; #5144.1/AR-1, *SUSPENSION AND EXPULSION / DUE PROCESS*; AND #5144.1/AR-2, *SUSPENSION AND EXPULSION / DUE PROCESS (STUDENTS WITH DISABILITIES)*; #6141.1, *INDEPENDENT STUDY*; AND #6141.1/AR-1, *EDUCATIONAL OPPORTUNITIES, INDEPENDENT STUDY*.
This item is being submitted for first read and will be resubmitted for board action on September 2, 2010
- 23. BUSINESS SERVICES UPDATE..... ERIC DILL, ASSOCIATE SUPERINTENDENT
- 24. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT
- 25. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, ASSOCIATE SUPERINTENDENT
- 26. 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)
- 27. FUTURE AGENDA ITEMS
- 28. ADJOURNMENT TO CLOSED SESSION (AS NECESSARY)

CLOSED SESSION (if required)

- 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)
- D. Consideration and/or deliberation of student discipline matters (3 cases)
- E. Superintendent Evaluation

29. REPORT FROM CLOSED SESSION (AS NECESSARY)

30. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on Thursday, September 2, 2010, at 6:30 PM in the SDUHSD District Office Board Room 101. The District Office is located at 710 Encinitas Blvd., Encinitas, CA, 92024.



MINUTES
OF THE
SAN DIEGUITO 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

JULY 15, 2010

THURSDAY, JULY 15, 2010
6:30 PM

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

PRELIMINARY FUNCTIONS.....(ITEMS 1 – 6)

1. President Groth called the meeting to order at 6:00 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 6:01PM 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 & Associate Superintendents (3); Employee Organizations: San Dieguito Faculty Association and/or 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)

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

DISTRICT ADMINISTRATORS / STAFF

Ken Noah, Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Bruce Cochrane, Executive Director, Pupil Services
Eric Dill, Associate Superintendent, Business (As of July 1, 2010)
Delores Perley, Director, Finance
Becky Banning, Recording Secretary

3. CALL TO ORDER(ITEM 3)
The regular meeting of the Board of Trustees was called to order at 6:34 PM.
4. PLEDGE OF ALLEGIANCE(ITEM 4)
Ms. Groth led the Pledge of Allegiance.
5. REPORT OUT OF CLOSED SESSION(ITEM 5)
The Board took action during Closed Session to approve the readmission of Student #773870; the expulsion of Student #725026; and the stipulated expulsion of Student #61203336. All motions were unanimously carried.
The Board also took action to approve the suspension of Employee #25203. Motion unanimously carried.
6. APPROVAL OF MINUTES OF REGULAR BOARD MEETING, JUNE 17, 2010.....(ITEM 6)
It was moved by Ms. Hergesheimer, seconded by Ms. Rich, to approve the Minutes of the June 17th meeting as presented. Motion unanimously carried.

NON-ACTION ITEMS(ITEMS 7 - 10)

7. STUDENT BOARD REPRESENTATIVES (NO UPDATES PRESENTED)(ITEM 7)
8. BOARD OF TRUSTEES UPDATES AND REPORTS.....(ITEM 8)
The Board attended various promotion and graduation ceremonies throughout the district, as follows:
Ms. Dalessandro – Carmel Valley Middle School and Torrey Pines High School
Ms. Friedman – Oak Crest Middle School and San Dieguito Academy
Ms. Groth – Adult Education, Diegueño Middle School, Canyon Crest Academy, and La Costa Canyon High School
Ms. Hergesheimer – Earl Warren Middle School and Canyon Crest Academy
9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES
Superintendent Noah attended graduations and promotion ceremonies at Oak Crest Middle School, Canyon Crest Academy and Torrey Pines High School, and was particularly impressed with the amount of organization and planning invested. Mr. Noah said he looks forward to seeing the other schools next year.
Mr. Noah has prepared a letter to go to all district employees within the next week in preparation for the start of next year.
Mr. Noah has also scheduled a meeting with Ms. Lora Duzyk, Assistant Superintendent, Business Services Division, of the San Diego County Office of Education.
10. SCHOOL / DEPARTMENT UPDATE(NONE PRESENTED)

CONSENT ITEMS.....(ITEMS 11 - 15)

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

11. SUPERINTENDENT

- A. GIFTS AND DONATIONS
Accept the Gifts and Donations, as presented.
- B. FIELD TRIP REQUESTS
Approve all Field Trip Requests submitted, as presented.

12. HUMAN RESOURCES

A. 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 presented.

B. APPROVAL/RATIFICATION OF AGREEMENT

(None 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. Scholastic, Inc. to provide student licenses, teacher training and ongoing support for READ 180 and System 44 programs designed as reading and literacy interventions for beginning readers and/or readers who are more than two grade levels behind, during the period July 30, 2010 through July 30, 2011, for an amount not to exceed \$250,000.00, to be expended from the General Fund 03-00.

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

14. PUPIL SERVICES

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

(None Submitted)

B. APPROVAL/RATIFICATION OF AGREEMENTS

(None Submitted)

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENTS AND RELEASE AGREEMENTS

(None 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. San Diego County School Districts to provide student transportation between public and non-public schools and field trip locations located within County boundaries and locations mutually agreed to by both Districts, as requested, during the period July 1, 2010 through June 30, 2012, at the current SELPA daily rate for students with disabilities transportation and at the District's published field trip rate for field trip transportation.
2. Consulting & Inspection Services LLC to provide small project miscellaneous DSA inspection services, during the period July 1, 2010 through June 30, 2011, with a "not to exceed" written estimate of hours per project, at the rate of \$88.00 per hour, to be expended from the fund to which the project is charged.
3. San Dieguito Union High School District Transportation Department to provide transportation services for Del Mar Carmel Valley Sharks, during the period July 28, 2010 to August 8, 2010, to be reimbursed at the rate of \$2.50 per mile plus the driver's hourly rate of \$42.00 per (\$58.00 per hour for overtime).
4. Rancho Santa Fe Security Systems, Inc. to provide monitoring & maintenance of security systems district wide, during the period of July 1, 2010 until terminated by either party with thirty (30) day notice, for an amount not to exceed \$16,040.40 for existing systems, to be expended from the General Fund 03-00.

- 5. NvLS Professional Services, LLC to provide E-rate consultation services, during the period July 1, 2010 through June 30, 2011, for an amount not to exceed \$10,500.00, to be expended from the General Fund 03-00.

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. Del Mar Union School District, extending the vended meal agreement from July 1, 2010 through June 30, 2011, and increasing the snack price to \$0.80 per snack ordered.
- 2. PJ Pizza San Diego, LLC for Pizza Supplies B2009-20, extending the contract from August 1, 2010 through July 31, 2011, with no increase in unit pricing, to be expended from the Cafeteria Fund 13-00.
- 3. C. Farrell, Inc. dba Little Caesars for Breadstick Supplies B2009-20, extending the contract from August 1, 2010 through July 31, 2011, with no increase in unit pricing, to be expended from the Cafeteria Fund 13-00.
- 4. San Diego Scenic Tours, Inc., NCST, Inc., McClintock Hartley Enterprises, Inc. DBA: Goldfield Stage & Co., Sundance Stage Lines, Inc., Certified Transportation Services, Inc., Sun Diego Charter Co., and Grand Pacific Charter extending the Extra Curricular Transportation services contract B2009-03 for trips to be scheduled during the period July 1, 2010 through June 30, 2011, with a 3% increase in rates as stipulated in the contract, to be expended from the program fund requesting the transportation.

C. AWARD/RATIFICATION OF CONTRACTS

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

- 1. Signtech Electrical Advertising, Inc. for LED Marquee for Canyon Crest Academy ASB Office project B2011-01, for an amount not to exceed \$58,043.45, to be paid for by the Canyon Crest Academy ASB.

D. APPROVAL OF CHANGE ORDERS

(None Submitted)

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

(None Submitted)

F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

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

DISCUSSION / ACTION ITEMS (ITEMS 16 – 18)

16. ADOPTION OF RESOLUTIONS ESTABLISHING SPECIAL TAXES FOR 2010-11 FISCAL YEAR

The following motions were made to adopt resolutions, (7 total), establishing Special Taxes within Community Facilities District No.'s 94-2, 94-3, 95-2, 99-1, 99-2, 99-3, and 03-1, which increase the Alternate Prepayment Tax for single family, multi-family units, and commercial buildings per Lee Saylor Cost of Construction Index or Engineering News-Record Building Cost Index.

(Roll Call vote for each resolution)

94-2 moved by Ms. Friedman, seconded by Ms. Dalessandro

94-3 moved by Ms. Dalessandro, seconded by Ms. Rich

95-2 moved by Ms. Hergesheimer, seconded by Ms. Rich

99-1 moved by Ms. Dalessandro, seconded by Ms. Friedman

- 99-2 moved by Ms. Hergesheimer, seconded by Ms. Dalessandro
 - 99-3 moved by Ms. Dalessandro, seconded by Ms. Friedman
 - 03-1 moved by Ms. Dalessandro, seconded by Ms. Rich
- All motions were unanimously carried.

17. ADOPTION OF RESOLUTIONS LEVYING SPECIAL TAXES FOR 2010-11 FISCAL YEAR

The following motions were made to adopt resolutions, (9 total), levying Special Taxes within Community Facilities No.'s 94-1, 94-2, 94-3, 95-1, 95-2, 99-1, 99-2, 99-3, 03-1, and authorize the Auditor of San Diego County to levy taxes on all non-exempt property within each Community Facilities District.

(Roll Call vote for each resolution)

- 94-1 moved by Ms. Hergesheimer, seconded by Ms. Rich
 - 94-2 moved by Ms. Dalessandro, seconded by Ms. Hergesheimer
 - 94-3 moved by Ms. Hergesheimer, seconded by Ms. Dalessandro
 - 95-1 moved by Ms. Rich, seconded by Ms. Friedman
 - 95-2 moved by Ms. Dalessandro, seconded by Ms. Hergesheimer
 - 99-1 moved by Ms. Friedman, seconded by Ms. Rich
 - 99-2 moved by Ms. Hergesheimer, seconded by Ms. Dalessandro
 - 99-3 moved by Ms. Friedman, seconded by Ms. Dalessandro
 - 03-1 moved by Ms. Dalessandro, seconded by Ms. Hergesheimer
- All motions were unanimously carried.

18. ADOPTION OF RESOLUTION OF INTENTION TO CONVEY AN INTEREST IN REAL PROPERTY EASEMENT AND RIGHT-OF-WAY

It was moved by Ms. Friedman, seconded by Ms. Dalessandro, to adopt the Resolution of Intention to Convey an Interest in Real Property Easement and Right-of-Way to Clear Wireless LLC for the purpose of constructing, maintaining and operating wireless communication services on the San Dieguito Academy campus, as described in the attachment. Motion unanimously carried.

INFORMATION ITEMS.....(ITEMS 19 - 27)

19. SAN DIEGUITO UNION HIGH SCHOOL DISTRICT STATE AUDIT REPORT

Review of California State Auditor Report #2009-116 regarding San Dieguito Union High School District Expenditures for Community Facilities District 94-2, as presented.

This item was presented as information for the Board.

20. BUSINESS SERVICES UPDATE STEVE MA, ASSOCIATE SUPERINTENDENT

Mr. Ma gave an update on the status of the Solar Projects currently underway.

21. HUMAN RESOURCES UPDATE TERRY KING, ASSOCIATE SUPERINTENDENT

Ms. King gave an update on the current summer school program, including a program called "Plato", which is an online summer school option for student participants.

22. EDUCATIONAL SERVICES UPDATE(NO UPDATE PROVIDED)

23. PUBLIC COMMENTS - (None presented)

24. FUTURE AGENDA Items - (None discussed)

25. ADJOURNMENT TO CLOSED SESSION - The Board adjourned to Closed Session at 6:56 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 & Associate Superintendents (3); Employee Organizations: San Dieguito Faculty Association and/or California School Employees' Association.
- E. Conference with legal counsel to discuss current and/or potential litigation, pursuant to Government Code Sections 54956.9(b)(3)(A), (D), and (E)
- F. Consideration and/or deliberation of student discipline matters (3 cases)

26. REPORT OUT OF CLOSED SESSION – No further action was taken by the Board.

27. ADJOURNMENT OF MEETING - Meeting adjourned at 7:32 PM.

Joyce Dalessandro, Board Clerk

____ / ____ / 2010
Date

Ken Noah, Superintendent

____ / ____ / 2010
Date



SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT
BOARD OF TRUSTEES
BOARD WORKSHOP
MINUTES

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

Superintendent
Ken Noah

TUESDAY, JULY 20, 2010
3:30 PM

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

The Governing Board of the San Dieguito Union High School District held a Board Workshop on Tuesday, July 20, 2010, at the above location, in the Board Room.

ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

DISTRICT ADMINISTRATION

Ken Noah, Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Eric Dill, Associate Superintendent, Business, (as of July 1, 2010)
Ron Tackett, CSEA Association President, Chapter 241
Sue Koehnen, Director, Human Resources
Rick Labib-Wood, Director, Classified Personnel
Becky Banning, Recording Secretary

1. CALL TO ORDER – The meeting was called to order at 3:30 PM.

INFORMATION ITEM

2. PROPOSED REVISIONS TO 2010-11 GENERAL-FUND ADOPTED BUDGET

Mr. Eric Dill gave a detailed update on the district's Budget for 2010-11. Key topics discussed were changes to the budget since June; a summary of property taxes for 2009-10 and 2010-11, stimulus dollars, multi-year projections including details on targeted reductions from now through 2013-14 school year. A copy of a handout document is attached.

3. ADJOURNMENT – The meeting was adjourned at 4:35 PM.

Joyce Dalessandro, Board Clerk

Date

Ken Noah, Superintendent

Date

SAN DIEGUITO

UNION HIGH SCHOOL DISTRICT

BUDGET WORKSHOP

July 20, 2010

3:30 p.m.

1 of 17

Changes to Budget Since June

Item	Date	Amount
2009-10 Property Tax Revenue Below Budget	June 25, 2010	(888,699)
Property Tax Projection for 2010-11	June 1, 2010	(1,893,775)
Return of ARRA/SFSF to State	June 16, 2010	(2,825,711)
Total Impact		(4,719,486 – 5,606,185)

2009-10 Property Tax

- ❑ Final property tax receipts came in under annual budget by \$888,699
- ❑ This will affect the General Fund Unrestricted ending balance
- ❑ Finance is working on year-end close
- ❑ Estimated unspent amounts should cover this shortfall
- ❑ Shortfall should not result in further reduction in 2010-11 property tax projections

2010-11 Property Tax

- 2010-11 Assessed Valuation within District boundaries was estimated in May to drop by 1.9%
- SDCOE advised District in June to apply the same percentage reduction to 2010-11 property tax revenue
- Decrease in revenue of \$1,893,775 from our projection

2010-11 Property Tax

- Final Assessed Valuation projection received in July is slightly higher
- San Diego County will release new projection of property tax in August
- District will use most conservative estimate

Return of Stimulus

- Received \$3,755,292 in 2008-09
- Originally not included in 2009-10 budget due to belief Basic Aid districts would not be entitled to stimulus funds
- Final Fair Share deal allowed BA districts to amount equal to their cut to categoricals
- Included in final 2009-10 budget based on advice from SDCOE

Return of Stimulus

- District's preliminary allocation was based on higher ADA, higher funded Revenue Limit, and lower property taxes at P-1
- ADA and funded Revenue Limit decreased and property tax increased by P-2
- Final allocation by CDE was based on P-2, which resulted in drastic reduction
- District must now return \$2,823,711
- No other district in the state is affected to the same extent

Multi-Year Projection

- Multi-Year Projection presented at adoption took the 1.9% loss in 2010-11 property tax into consideration, but not the 2009-10 property tax shortfall or the return of stimulus
- Revised MYP would reflect a more dire outlook

Revised Multi-Year Projection

Unrestricted Funds	2010-11	2011-12	2012-13	2013-14
Income	71,365,841	72,456,699	73,209,255	74,212,323
Expense	76,675,167	77,326,311	77,101,518	77,434,359
Surplus (Deficit)	(5,309,326)	(4,869,612)	(3,892,263)	(3,222,036)
ARRA Pay Back	(2,823,711)			
GF Ending Balance	7,072,042	2,202,430	(1,689,833)	(4,911,869)
Total GF Expense	98,845,439	98,109,723	98,078,623	99,125,056
GF Reserve Surplus (Shortfall) of 3%	4,106,679	(740,862)	(4,632,192)	(7,885,621)
Special Reserve	2,551,602	2,577,118	2,602,890	2,628,919
Total Unrestricted Reserve	9,623,644	4,779,548	913,057	(2,282,950)
Total Unrestricted Reserve Percent	10%	5%	1%	-2%

Targeted Reductions

- Previous MYP anticipated \$1M in further expenditure reductions for 2011-12 & 2012-13
- We will need to exceed those targets to maintain the minimum required reserve
- Reduction of ongoing costs in early years prevent larger cuts in later years and provide greater certainty in forecasting
- Step, Column, & Benefits increases add ~\$1M to budget each fiscal year

Targeted Reductions

□ Assumptions include:

- Annual increases in step, column, benefits
- Slight upturn in property tax applied toward deficit reduction
- No restoration of categorical funding
- Categorical flexibility ending in 2012-13
- Maintenance of 3% and Basic Aid Reserves

Year	Amount
2010-11	\$1.90M
2011-12	\$1.37M
2012-13	Hold
2013-14	Hold
Cumulative Effect	\$11.7M

Multi-Year Projection With Reductions

Unrestricted Funds	2010-11	2011-12	2012-13	2013-14
Income	71,365,841	72,456,699	73,209,255	74,212,323
Expense	74,771,760	75,056,429	74,831,636	74,164,477
Surplus (Deficit)	(3,405,919)	(2,599,730)	(1,622,381)	47,846
ARRA Pay Back	(2,823,711)			
GF Ending Balance	8,975,449	6,375,719	4,753,338	4,801,184
Total GF Expense	96,942,032	95,839,841	95,808,741	95,855,174
GF Reserve Surplus (Shortfall) of 3%	6,067,188	3,500,524	1,879,076	1,925,529
Special Reserve	2,551,602	2,577,118	2,602,890	2,628,919
Total Unrestricted Reserve	11,527,051	8,952,837	7,356,228	7,430,103
Total Unrestricted Reserve Percent	12%	9%	8%	8%

Targeted Reductions—Certificated

2010-11

Item	Amount
4.0 FTE Staffing Formula	322,152
0.2 BTSA Support	16,108
0.4 Psychologist	32,215
READI Restructure	48,323
0.6 Special Ed Teacher	65,733
1.0 Counselor	80,538
Total	565,069

2011-12

Item	Amount
Reductions due to declining enrollment & retirements	1,055,000
Shift some coaching funding to other sources	75,000
Total	1,130,000

Targeted Reductions—Classified

2010-11

Item	Amount
2.0 Computer Tech	172,689
1.0 Purchasing Asst	60,563
1.74 Campus Supervisors	75,925
3.0 Office Assistants	147,864
0.25 Locksmith	17,057
4.0 Custodial Staff	206,320
2.0 Bus Drivers	51,571
0.50 Admin Secty TPP Offset	35,520
1.0 HR Exec Asst	103,415
Reduce Vacation Payouts	30,000
Increase Flex	(155,870)
Total	745,054

2011-12

Item	Amount
District & Site Staff	375,000
Shift Artists in Residence Funding	50,000
Eliminate Readiness Days	10,000
Total	435,000

Targeted Reductions— Services & Supplies

2010-11	
Item	Amount
Reduce HS Athletics Allocation	36,000
Encinitas SRO	100,734
Management Association Dues	36,000
Report Card Mail Out	15,000
Safari Licenses	5,000
Renegotiate EW Library Contract	70,000
Total	262,734

2011-12	
Item	Amount
Eliminate HS Athletics Allocation	36,000
Total	36,000

Targeted Reductions—Other Shifts

2010-11	
Item	Amount
Transfer of funds from SELPA†	60,000
ROP Surplus Sweep‡	448,552
Home-To School Encroachment	60,148
EL Stipend Paid from Fund 06†	TBD
Total	568,700

2011-12	
Item	Amount
Home to School Transportation	
Encroachment	99,721
Tier III Shift	482,921
Auto Insurance	14,319
Total	596,961

† One-time Shift

‡ Assumes continued flexibility

Next Steps

- Discussion
- Take necessary actions to maintain fiscal solvency
- Adjust budget to reflect changes
- Fall Revision presented to Board of Trustees



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

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

Superintendent
Ken Noah

**TUESDAY, JULY 20, 2010
4:30 PM**

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

The Governing Board of the San Dieguito Union High School District held a Special Meeting on Tuesday, July 20, 2010, at the above location, in the Board Room.

ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Linda Friedman
Barbara Groth
Beth Hergesheimer
Deanna Rich

DISTRICT ADMINISTRATION

Ken Noah, Superintendent
Terry King, Associate Superintendent, Human Resources
Steve Ma, Associate Superintendent, Business
Eric Dill, Associate Superintendent, Business, (as of July 1, 2010)
Ron Tackett, CSEA Association President, Chapter 241
Sue Koehnen, Director, Human Resources
Rick Labib-Wood, Director, Classified Personnel
Becky Banning, Recording Secretary

1. CALL TO ORDER – The meeting was called to order at 4:36 PM.

CONSENT AGENDA

2. HUMAN RESOURCES / PERSONNEL REPORTS

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

It was moved by Ms. Hergesheimer, seconded by Ms. Rich , to approve the Personnel Action Reports as presented. (See attached). Motion unanimously carried.

DISCUSSION / ACTION

3. LAYOFF AND/OR REDUCTIONS OF HOURS AND/OR MONTHS OF CLASSIFIED EMPLOYEES/POSITIONS FOR FISCAL YEAR 2010-2011

It was moved by Ms. Friedman, seconded by Ms. Hergesheimer, to Adopt the Resolution approving Layoff and/or Reductions of Hours and/or Months of Classified Employees/Positions for Fiscal Year 2010-2011, as presented. Motion unanimously carried.

4. ADJOURNMENT – The meeting was adjourned at 4:40 PM.

Joyce Dalessandro, Board Clerk

Date

Ken Noah, Superintendent

Date

PERSONNEL LIST

CERTIFICATED PERSONNEL

Employment

1. **Sarah Aguilar**, Temporary Teacher (social science) at Canyon Crest Academy for the 2010-11 school year, 100% assignment semester I, effective 8/24/10 through 1/28/11; assignment reduced to 67% semester II, effective 1/31/11 through 6/17/11.
2. **Kim Dinh**, Temporary Teacher (mathematics) at San Dieguito Academy for the 2010-11 school year, 67% semester I, effective 8/24/10 through 1/28/11; assignment reduces to 33% semester II, effective 1/31/11 through 6/17/11.
3. **Teresa Stanley**, 100% Temporary Teacher (mathematics) at La Costa Canyon for the 2010-11 school year, effective 8/24/10 through 6/17/11.

Resignation

1. **Judy Muhlethaler**, Teacher (math) at La Costa Canyon, resignation for retirement purposes, effective June 19, 2010.

dr
7/20/10
certbdagenda

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Rey, Tamara**, Secretary, SR36, 1.00% effective 8/2/2010

Change in Assignment

1. **Dill, Eric**, from Executive Director-Business Services to Associate Superintendent/Business effective 8/1/ 10
2. **Veraldi, Katherine**, from Office Assistant to Secretary, effective 8/17/10
3. **S**

Resignation

1. **Ma, Steve**, from Associate Superintendent/Business effective 8/30/10.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Terry King
Associate Superintendent/Human Resources

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF CERTIFICATED and
CLASSIFIED PERSONNEL

EXECUTIVE SUMMARY

Please find the following Personnel actions attached for Board Approval:

Certificated

Change in Assignment
Leave of Absence

Classified

Employment
Change in Assignment
Resignation

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Change in Assignment

1. **Jennifer Loftus**, Temporary Teacher (math) at Earl Warren, change in assignment from 40% to 60% for the 2010-11 school year, effective 8/24/10 through 6/17/11.
2. **Steven Ruecker**, Temporary Teacher (English) at Earl Warren, change in assignment from 20% to 40% for the 2010-11 school year, effective 8/24/10 through 6/17/11.

Leave of Absence

1. **Anne Briscoe**, Teacher (science) at San Dieguito Academy, revised request for unpaid leave of absence for the 2010-11 school year to 67% unpaid leave (33% assignment), effective 8/24/10 through 6/17/11.
2. **Kelly Shafer**, Teacher (English) at Carmel Valley Middle School, revised request for unpaid leave of absence for the 2010-11 school year to 40% unpaid leave (60% assignment), effective 8/24/10 through 6/17/11.

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. **Sewell, Jeremy**, Theater Technician, SR40, 1.00% effective 8/17/2010
2. **Eidsvoog, Kathy**, Lead Library Media Technician, SR41, 1.00%, effective 8/17/10

Change in Assignment

1. **Mitroff, Jim**, from Maintenance Supervisor to Executive Director-Operations, effective 7/19/10-7/23/10.
2. **Meza, Veronica**, from Secretary-ST+10, Torrey Pines, to Secretary-11 months, Oak Crest, effective 8/02/10

Resignation

1. **Cafferty, Diana**, Administrative Assistant, effective 10/04/10.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Christina M. Bennett, Director of Purchasing
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
AMENDMENT TO AGREEMENTS/ EDUCATIONAL
SERVICES

EXECUTIVE SUMMARY

The attached Amendment to Agreements Report/Educational Services summarizes one contract in an amount not to exceed \$15,553.00, 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.

ITEM 13A

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

EDUCATIONAL SERVICES - PROFESSIONAL SERVICES REPORT

Date: 08-10-10

<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>
07/01/09 – 06/30/10	School Wise Press	Prepare a School Accountability Report Card (SARC) for the 2009-2010 school year	General Fund 03-00	\$15,553.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: **BOARD OF TRUSTEES**

DATE OF REPORT: July 23, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Bruce Cochrane, Executive Director
Pupil Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **Approval/Ratification of Agreement(s) for
Nonpublic School/Nonpublic Agency
Services**

EXECUTIVE SUMMARY

The district administration has recommended that designated special education students attend nonpublic schools and/or receive nonpublic agency services for the 2010-11 school year as listed on the attached report.

RECOMMENDATION

The district administration recommends that the Board approve the attached list of agreements for nonpublic school/nonpublic agency services and authorize Christina M. Bennett, Eric R. Dill or Ken Noah to sign the agreements and forward the appropriate documents to the County Superintendent to reflect the placement of students in nonpublic school/nonpublic agencies.

FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$736,839.00

KN/ddb
Attachment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 14A

NONPUBLIC SCHOOLS/AGENCIES 2010-2011Date: August 10, 2010

Contract Effective Dates	NonPublic School NonPublic Agency (NPS/NPA)	Description of Services	Number of Students (Estimate)	Tuition and/or Fee
7-1-10 To 6-30-11	AEFCT	Behavior Intervention including Development & Modification	2	\$55.00/hr. Estimate: \$1,100.00
7-1-10 To 6-30-11	Autism Spectrum Consultants NPA	Behavior Intervention including Development & Modification	1	\$46.45/Hour Estimate: \$24,067.00
7-1-10 To 6-30-11	Balboa City School NPS	Basic Education Program - All Inclusive	1	\$129.14/Diem Estimate: \$23,245.00
7-1-10 To 6-30-11	Banyan Tree Learning Center NPA	Behavior Intervention including Development & Modification	1	\$63.86/Hour Estimate: \$5,556.00
7-1-10 To 6-30-11	Coast Music Therapy NPA	Music Services including Therapy & Assessment	1	\$95.00/Hour Estimate: \$1,300.00
7-1-10 To 6-30-11	Devereux Cleo Wallace NPS	Basic Education Program - Non Inclusive	1	\$125.00/Diem Estimate: \$875.00
7-1-10 To 6-30-11	Encinitas Learning Center NPS	Basic Education Program - Non Inclusive	1	\$138.00/Diem Estimate: \$2,760.00
7-1-10 To 6-30-11	Family Life Center NPS	Basic Education Program - Inclusive	2	\$182.26/Diem Estimate: \$85,662.00
7-1-10 To 6-30-11	The Institute for Effective Education NPS	Basic Education Program - Inclusive	8	\$166.39/Diem Estimate: \$239,600.00
7-1-10 TO 6-30-11	Lindamood-Bell Learning Process NPA	Sensory-Cognitive Services	1	\$84.00/Hour Estimate: \$47,880.00

ITEM 14A

NPS/NPA	Page Two	August 10, 2010		
7-1-10 To 6-30-11	Maxim Healthcare Services, Inc. NPA	Health & Nursing Services	1	\$40.00/Hour Estimate: \$63,000.00
7-1-10 To 6-30-11	Oak Grove Institute NPS	Basic Education Program - Non Inclusive	2	\$141.12/Diem Estimate: \$59,270.40
7-1-10 To 6-30-11	Provo Canyon School NPS	Basic Education Program - Non Inclusive	2	\$160.00/Diem Estimate: \$78,720.00
6-28-10 To 6-30-11	San Diego Center For Children NPS	Basic Education Program - Inclusive	1	\$155.50 Estimate: \$33,121.00
7-1-10 To 6-30-11	San Diego Center for Vision Care NPA	Comprehensive Developmental Vision Evaluations, Therapy and Progress Reports	1	\$157.00/hr.-Therapy \$387.00 - Eval. Estimate: \$2,355.00
7-1-10 To 6-30-11	Yellowstone Boys & Girls Ranch NPS	Basic Education Program - Inclusive	3	\$104/Diem Estimate: \$68,328.00
			TOTAL	\$736,839.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: **BOARD OF TRUSTEES**

DATE OF REPORT: July 23, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Bruce Cochrane, Executive Director
Pupil Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: Approval/Ratification of Independent
Contractor Agreements

EXECUTIVE SUMMARY

The attached Independent Contractor Agreements Report summarizes #3 contracts that provide services for the Special Education Program and Special Education Students for the 2010-2011 school year.

RECOMMENDATION

Approve/ratify entering into Independent Contractor Agreements as shown on the attached report and authorize Christina M. Bennett, Eric R. Dill or Ken Noah to execute all pertinent documents pertaining to these agreements, contingent upon receipt of the signed documents and verification of insurance coverage.

FUNDING SOURCE

General Fund 06-00/Special Education Budget – Estimated \$19,000.00

KN/ddb
Attachment

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

ITEM 14B

INDEPENDENT CONTRACTOR AGREEMENTS 2010-2011

Date: August 10, 2010

Contract Effective Dates	Independent Contractor	Description of Services	Number of Students (Estimate)	Fee
7-1-10 To 6-30-11	Sharon A. Criger, PT	Physical Therapy Evaluation, Consultation & Therapy	3	\$95.00/Hour/Therapy \$350.00/Eval Estimate: \$8,000.00
7-1-10 To 6-30-11	Schloyer Audiology	Comprehensive Auditory Processing Assessments	1	\$150.00/Hour Estimate: \$4,000.00
7-1-10 To 6-30-11	School Options	Occupational Consultation and Therapy	1	\$170.00/Hr - Therapy \$200.00/Hr. - Consult Estimate: \$7,000.00
			TOTAL	\$19,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 21, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Bruce Cochrane, Executive Director
Pupil Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **Destruction of Special Education Records**

EXECUTIVE SUMMARY

Under California Statutes, special education records are classified as "Class 2" or "Mandatory Interim Pupil Records." Class 2 records are those which schools are required to compile and maintain for stipulated periods of time and are then destroyed as per California Code of Regulations. Such records, as related to Special Education may include: IEP forms, special education assessments, health records and access logs, etc. Class 2 documents are maintained until their usefulness ceases. At such time, the records are classified as Class 3, disposable. Special Education records are maintained for a period of five years following the students' date of graduation.

As required by law, a notice has been posted on the district's web page notifying the 2005 Special Education graduates that they may request their original special education file. Those files not retrieved will be destroyed after September 9, 2010. To review the online notice, please open the following link: http://www.sduhsd.net/parents_students/programs-special-education.htm .

RECOMMENDATION

It is recommended that the Board of Trustees approve the classification of such records as Class 3 (Special Education Records) disposable, and the destruction of such records.

ITEM 15A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Christina M. Bennett, Director of Purchasing
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
PROFESSIONAL SERVICES CONTRACTS/
BUSINESS

EXECUTIVE SUMMARY

The attached Professional Services Report/Business summarizes ten contracts totaling \$133,775.48, 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 REPORTDate: 08-10-10

<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>
07/01/10 – 06/30/11	MTGL, Inc.	Provide small project miscellaneous DSA specialty inspection & materials testing services	Fund to which the project is charged	written estimate
08/11/10 – 06/30/11	Match Point Tennis Courts, Inc.	Provide tennis court maintenance services at San Dieguito Academy, Canyon Crest Academy, Torrey Pines High School, La Costa Canyon High School, and Earl Warren Middle School	General Fund 03-00	\$10,000.00
07/01/10 – 06/30/11	JPBLA, Inc.	Provide landscape architectural services and landscape construction documents for miscellaneous maintenance projects as assigned	Fund to which the project is charged	\$35,000.00
07/01/10 until completion of study	The Epler Company	Perform an updated GASB-45 actuarial study	General Fund 03-00	\$6,750.00
08/01/10 until terminated with thirty (30) day written notice	Rancho Santa Fe Protective Services, Inc.	Provide weekend security patrol services at Carmel Valley Middle School, Canyon Crest Academy, Earl Warren Middle School, Torrey Pines High School, Oak Crest Middle School, San Dieguito Academy, La Costa Canyon High School, Diegueno Middle School, Sunset High School, the District Office, and the Maintenance and Operations Office	General Fund 03-00	\$22.00 per hour
07/01/10 – 06/30/11	Gas Equipment Systems, Inc.	Provide scheduled maintenance, service, and inspection of the Transportation Department's CNG fueling facility	General Fund/Restricted 06-00	\$17,025.48
07/01/10 – 06/30/11	Dave Yant, Signs & Designs	Design and paint assorted graphic designs and signs at locations throughout the District	Fund to which the project is charged	\$15,000.00
08/31/10 – 06/30/11	All About Mandarin Academy	San Dieguito Union High School District to provide classroom facilities at Earl Warren Middle School to All About Mandarin Academy to conduct after-school language classes of which SDUHSD students may attend free of charge	N/A	N/A

ITEM 15A

08/16/10 – 11/30/10	Lawrence Family Jewish Community Center	Lease of facilities for the San Dieguito High School Academy Water Polo Team	San Dieguito High School Academy Athletic Boosters	\$73.00 per hour
08/11/10 until terminated in writing by either party with fourteen (14) day notice	Sunrise Produce Company	Provide fresh produce	Cafeteria Fund 13-00	\$50,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Christina Bennett, Director of Purchasing
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
AMENDMENTS TO AGREEMENTS

EXECUTIVE SUMMARY

The attached Amendment to Agreements Report summarizes five amendments to agreements totaling \$0.00, or as listed on the attached report.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the amendments to agreements, as shown in the attached Amendment Report.

FUNDING SOURCE:

As noted on attached list

ITEM 15B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

AMENDMENT TO AGREEMENTS REPORT

Date: 08-10-10

<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>
08/01/10 – 07/31/11	S&S Bakery	For bread & bakery supplies, extending the contract period with increases in the unit pricing, as allowed in the contract	Cafeteria Fund 13-00	N/A
08/01/10 – 07/31/11	Holsum Bakery, Inc.	For bread & bakery supplies, extending the contract period, with increases in the unit pricing, as allowed in the contract	Cafeteria Fund 13-00	N/A
08/01/10 – 07/31/11	A&R Wholesale Distributors, Inc.	For snack and beverage supplies, extending the contract period, with increases in the unit pricing, as allowed in the contract	Cafeteria Fund 13-00	N/A
08/01/10 – 07/31/11	Campus Foods	For snack and beverage supplies, extending the contract period, with increases in the unit pricing, as allowed in the contract	Cafeteria Fund 13-00	N/A
08/01/10 – 07/31/11	Fredricks Electric, Inc.	For district wide cabling services, extending the contract period	Fund to which the project is charged	N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Christina M. Bennett, Director of Purchasing
Eric R. Dill, Associate Superintendent/Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: AWARD/RATIFICATION OF CONTRACTS

EXECUTIVE SUMMARY

On June 29, 2010 three bids for the grocery supplies contract were opened. The Nutrition Services Department and other Staff reviewed all of the bid submittals to determine the lowest responsive and responsible bidders, in addition to any other bidding requirements. It was decided to be in the best interests of the District to split the award between all three vendors. A bid recap is attached for review.

RECOMMENDATION:

Approve entering into contracts with US Foodservice, A&R Wholesale Distributors, Inc., and Newport Farms, for Grocery Supplies during the period August 1, 2010 through July 31, 2011, with options to renew two additional one year periods, at the unit prices listed on the attachment, and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

FUNDING SOURCE:

Cafeteria Fund 13-00

ITEM 15C

B2010-17 Grocery Supplies
US Food Service Awarded Items

ITEM #	ITEM DESCRIPTION	*C	UNITS/CASE	VENDOR NAME	US FOOD SERVICE	UNIT COST
	REFRIGERATED / FROZEN					
1	BAGEL,PLN SLCD FZN		72/3	TONY ROBERTS CO	AS SPECIFIED	\$14.75
2	BATTER, MFN ASST BULK		216/1.5	GEN MILLS/PILLSBURY FRZN	AS SPECIFIED	\$52.85
3	BATTER,MFN BLBRY		216/1.5	GEN MILLS/PILLSBURY FRZN	AS SPECIFIED	\$45.00
4	BATTER,MFN CHOC		216/1.5	GEN MILLS/PILLSBURY FRZN	AS SPECIFIED	\$45.00
6	BEEF,PTY GRND 16:1 CKD	C	6/3.33 LB	TYSON	AS SPECIFIED	\$26.00
7	BEEF,PTY PRM CHAR 2 oz	C	120/2	TYSON	AS SPECIFIED	\$16.50
8	BEEF,TERIYAKI SLM DUNK	C	240/.65	GOODMAN FOOD PRODUCTS	AS SPECIFIED	\$3.00
9	BISCUIT,B/MILK 3"BKK		120/2.1	C.H. GUENTHER & SONS	AS SPECIFIED	\$20.50
10	BREAD,PITA 7" GRKFLT		12/10 EA	GRECIAN DELIGHT FOODS INC	AS SPECIFIED	\$30.50
11	BREAD,WHL WHEAT		90/2	SUPER BAKERY	AS SPECIFIED	\$27.50
12	BREADSTIX,CHS STF 7"	C	108 EA	DOT FOODS,INC./FROZEN/REF	AS SPECIFIED	\$33.75
13	BROWNIE,CHOC CHIP		96/2.2	BUENA VISTA FOOD PRODUCTS	AS SPECIFIED	\$32.00
14	BURGER,CHEESE MINI	C	72/6.5	GOODMAN FOOD PRODUCTS	AS SPECIFIED	\$3.00
15	CAKE, BRWNE FZN		3/25 EA	BY THE SLICE	AS SPECIFIED	\$25.00
16	CAKE,FUNL 5" FZN		48/2.9	J & J SNACK FOODS CORP	AS SPECIFIED	\$18.50
17	CHEESE,PARM SHRD FCY		4/5 LB	SAPUTO CHEESE USA, INC.	ROSELI 4/5 #	\$71.00
18	CHICKEN,BITE CKD HMSTY	C	6/5 LB	TYSON	AS SPECIFIED	\$44.00
19	CHICKEN,BRST BNLS		2/5 LB	PILGRIM'S PRIDE CORP	AS SPECIFIED	\$56.00
21	CHICKEN,BRST ITALIANI		2/5 LB	PILGRIM'S PRIDE CORP	AS SPECIFIED	\$56.00
24	CHICKEN,FRITR TNDLN	C	4/5 LB	KINGS DELIGHT, LTD.	AS SPECIFIED	\$3.00
25	CHICKEN,NUG BRD CK HRT		2/5 LB	BRAKEBUSH BROS, INC	AS SPECIFIED	\$25.40
26	CHICKEN,NUG BRD.68 CK	C	720/.68	TYSON	AS SPECIFIED	\$37.50
27	CHICKEN,NUG BRST STAR		100/1.6	BRAKEBUSH BROS, INC	AS SPECIFIED	\$25.40
28	CHICKEN,NUG FOOTBALL		2/5 LB	BRAKEBUSH BROS, INC	AS SPECIFIED	\$25.40
29	CHICKEN,NUGT RING .65	C	490/.7	KINGS DELIGHT, LTD.	AS SPECIFIED	\$3.00
30	CHICKEN,NUGT RING .65	C	4/5 LB	TYSON	AS SPECIFIED	\$35.00
31	CHICKEN,NUGT SHMRK SHPD		2/5 LB	BRAKEBUSH BROS, INC	AS SPECIFIED	\$25.40
32	CHICKEN,NUGT ZOO ANIML		145/1.1	BRAKEBUSH BROS, INC	AS SPECIFIED	\$25.40
33	CHICKEN,PATTY UNBREADED	C	172/2.78	TYSON	AS SPECIFIED	\$67.85
34	CHICKEN,PATTY HOT&SPCY	C	80/4	KINGS DELIGHT, LTD.	AS SPECIFIED	\$3.00
35	CHICKEN,PCRN BTRD ORNG		2/7 LB	LING'S	AS SPECIFIED	\$28.00

ITEM 15C

B2010-17 Grocery Supplies
US Food Service Awarded Items

ITEM #	ITEM DESCRIPTION	*C	UNITS/CASE	VENDOR NAME	US FOOD SERVICE	UNIT COST
36	CHICKEN,PTY HMSTYL MINI	C	200/1.45	TYSON	AS SPECIFIED	\$26.37
37	CHICKEN,PTY 3.95 BRDD	C	105/4	TYSON	AS SPECIFIED	\$31.50
38	CHICKEN,PTY BRDD 2.8	C	116/2.8	KINGS DELIGHT, LTD.	AS SPECIFIED	\$3.00
39	CHICKEN,RING SHPD NUGT		6/5 LB	GOLD KIST-PILGRIMS PRIDE	AS SPECIFIED	\$43.25
40	CHICKEN,TENDR 1.13	C	432/1.1	TYSON	AS SPECIFIED	\$37.28
41	COOKIE, VAN FF		150/1	MJM MARKETING, INC.	AS SPECIFIED	\$20.50
42	COOKIE,SUGAR JCLNY		160/.7	SELLERS FOOD GROUP	AS SPECIFIED	\$23.50
43	COOKIE,SUGAR SHMRK		150/1.1	BUENA VISTA FOOD PRODUCTS	AS SPECIFIED	\$29.50
44	COOKIE,SUGAR TREE		150/1.1	BUENA VISTA FOOD PRODUCTS	AS SPECIFIED	\$29.50
45	COOKIE,SUGAR VAL HRT		160/.7	SELLERS FOOD GROUP	AS SPECIFIED	\$23.50
46	CORN DOG,CHICKEN MINI		238/.67	FOSTER FARMS	AS SPECIFIED	\$21.00
47	CRACKER,GHM P/BTR&J	C	160/2.2	PIERRE FOODS	AS SPECIFIED	\$3.00
48	DONUT,PWDER BASEBAL		160/1.3	SUPER BAKERY	AS SPECIFIED	\$28.25
49	DOUGH,CINN ROLL UNBK K		200/1.5	GEN MILLS/PILLSBURY FRZN	AS SPECIFIED	\$39.00
50	DOUGH,CKY CHOC CHIP FZN		160/2	MASTERPIECE COOKIES	AS SPECIFIED	\$33.00
51	DOUGH,CKY SUGAR 2		160/2	MASTERPIECE COOKIES	AS SPECIFIED	\$33.00
52	EGG,LIQ SCRMB COOK		6/5 LB	MICHAEL FOODS INC. (FRZN)	SUNNY FRESH 4/5 #	\$31.85
53	FRUIT MIX, BRRY BLND		2/5 LB	WAWONA FROZEN FOODS	AS SPECIFIED	\$19.25
54	HAM,TRKY SLCD CKD	C	12/1 LB	JENNIE-O TURKEY STORE	AS SPECIFIED	\$22.00
55	HOT DOG,AB 8:1 6"		10 LB	JOHN MORRELL & CO	PUTUXENT 10 #	\$28.50
56	HOT DOG,TRKY 8:1		10 LB	FOSTER FARMS	AS SPECIFIED	\$9.90
57	HUMMUS		4/.5 GA	GRECIAN DELIGHT FOODS INC	AS SPECIFIED	\$41.85
58	JUICE BAR,FRT PNCH		100/2.2	J & J SNACK FOODS CORP	AS SPECIFIED	\$17.95
59	JUICE BAR,PINK LMND		100/2.3	J & J SNACK FOODS CORP	AS SPECIFIED	\$17.95
60	JUICE,APPL 100% W/		70/4	GREGORY PACKAGING INC.	SUNCUP 70/4 OZ	\$9.85
61	JUICE,ORANGE 100%CTN		70/4	GREGORY PACKAGING INC.	SUNCUP 70/4 OZ	\$11.20
62	LASAGNA,CHS 3 WAY	C	50/8	MICHAEL B'S FOOD PRODUCTS	AS SPECIFIED	\$36.50
63	MEATBALL,.75 CN	C	2/5 LB	TYSON	AS SPECIFIED	\$12.00
64	MUFFIN, BLBRY 3 IW		40/3	BAKE R US INC	AS SPECIFIED	\$15.00
65	MUFFIN, CHOC CHIP 3		40/3	BAKE R US INC	AS SPECIFIED	\$15.00
66	MUFFIN, DBL CHOC 3		40/3	BAKE R US INC	AS SPECIFIED	\$15.00
67	PANCAKE,MINI MAPL IW		72/3.2	GENERAL MILLS FINANCE,INC	AS SPECIFIED	\$33.15

ITEM 15C

B2010-17 Grocery Supplies
US Food Service Awarded Items

ITEM #	ITEM DESCRIPTION	*C	UNITS/CASE	VENDOR NAME	US FOOD SERVICE	UNIT COST
68	PIZZA, BAGL WRAP FZN	C	84/5.5	TONY ROBERTS CO	AS SPECIFIED	\$56.75
69	PIZZA, CHS STRIP 2X7	C	60/5.5	MICHAEL B'S FOOD PRODUCTS	AS SPECIFIED	\$34.00
70	PIZZA,CHEESE 7" PRF P	C	48/7.9	SCHWAN'S FOOD SERVICE	AS SPECIFIED	\$63.50
71	PIZZA,PEP P/PERFCT	C	48/7.9	SCHWAN'S FOOD SERVICE	AS SPECIFIED	\$67.50
72	PORK,CHNK CHILE VERD	C	30 LB	CULINARY STANDARDS	AS SPECIFIED	\$41.00
73	POTATO,Ore-Ida IQF dices	C	6/4 LB	MCCAIN FOODS, INC	AS SPECIFIED - 6/5#	\$16.75
74	POTATO,TATER STAR		6/5 LB	LAMB WESTON	AS SPECIFIED	\$27.25
75	POTATO,ULTIMATE SPIRAL FRY	C	6/4 LB	MCCAIN FOODS, INC	AS SPECIFIED	\$15.00
76	POTATO,VERSITOTS K	C	6/5 LB	MCCAIN FOODS, INC	AS SPECIFIED	\$9.98
77	PRETZEL,CHS CHEDR		50/2.5	J & J SNACK FOODS CORP	AS SPECIFIED	\$18.25
78	PRETZEL,WHL WHEAT		100/2.5	J & J SNACK FOODS CORP	AS SPECIFIED	\$26.20
79	ROLL,HOAGIE		75/4	RICH PRODUCTS	AS SPECIFIED	\$39.00
80	SANDWICH, HOT DOG BAGL		48/5	MICHAEL B'S FOOD PRODUCTS	AS SPECIFIED	\$33.25
81	SANDWICH,CHS AMER GRILD		72/4	INTEGRATED FOOD SERVICE	AS SPECIFIED	\$43.95
82	SANDWICH,P/BTR&JLY N/C	C	72/4.8	THE J.M. SMUCKER LLC	AS SPECIFIED	\$40.85
83	SANDWICH,P/BTR&JLY WHE	C	72/4.8	THE J.M. SMUCKER LLC	AS SPECIFIED	\$40.85
84	SANDWICH,PNT BUTR JELLY	C	72/2.8	THE J.M. SMUCKER LLC	AS SPECIFIED	\$29.25
85	SANDWICH,TRKY CHS HOGI		45/5.7	PIERRE FOODS LLC	AS SPECIFIED	\$45.00
86	SAUSAGE, PORK PTY1.2		134/1.2	GOODMAN FOOD PRODUCTS	AS SPECIFIED	\$26.00
87	TAQUITO,CHICKEN CKD1.7		140/1.7	WINDSOR FROZEN FOODS	AS SPECIFIED	\$33.50
88	TORNADOS,BEEF STK &		24/3	DOT FOODS,INC./FROZEN/REF	AS SPECIFIED	\$14.00
89	TURKEY,BRST SLICED	C	12/1 LB	JENNIE-O TURKEY STORE	AS SPECIFIED	\$22.00
90	TURKEY,GRND TACO CKD	C	4/7 LB	JENNIE-O TURKEY STORE	AS SPECIFIED	\$34.42
91	TURKEY,PTY 2.38 CKD	C	200/2.4	JENNIE-O TURKEY STORE	AS SPECIFIED	\$64.55
96	YOGURT,VNL BLND		4/5 LB	DOT FOODS,INC./FROZEN/REF	AS SPECIFIED	\$19.00
	GROCERY ITEMS					
99	CATSUP		500/9 GR	FOUR-IN-ONE CO INC	HEINZ 1000/9 GM	\$14.75
100	CEREAL,CINN TOAST K		4/45	GENERAL MILLS / CEREAL	AS SPECIFIED	\$40.85
101	CEREAL,CINN TOASTER		96/1	MALT-O-MEAL COMPANY	AS SPECIFIED	\$18.00
102	CEREAL,GRNLA RAI LF		4/50	KELLOGG SALES COMPANY	AS SPECIFIED	\$42.00
103	CREAMER,N/D FR VAN K		180/4	NESTLE BRANDS	AS SPECIFIED	\$10.65

ITEM 15C

**B2010-17 Grocery Supplies
US Food Service Awarded Items**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>*C</u>	<u>UNITS/CASE</u>	<u>VENDOR NAME</u>	<u>US FOOD SERVICE</u>	<u>UNIT COST</u>
104	DRESSING, CAESAR CRMY		4/1 GA	VAN LAW FOOD PRODUCTS,INC	AS SPECIFIED	\$32.00
105	DRESSING,BTRMLK RANCH		4/1 GA	BAY VALLEY FOODS/RODS	AS SPECIFIED	\$36.85
106	DRESSING,ORIENTL SESAME		4/1 GA	KENS FOOD PRODUCTS	AS SPECIFIED	\$44.00
107	DRESSING,RANCH		500/12 GR	FOUR-IN-ONE	SALAD FRESH	\$12.50
108	MAYONNAISE, SS SHLF		500/12 GR	FOUR-IN-ONE CO INC	AS SPECIFIED	\$17.35
109	ORANGE,MDN WHL SEG		6/#10CN	C. PACIFIC FOODS INC.	AS SPECIFIED	\$22.00
110	PASTA,ZITI CUT		2/10 LB	DAKOTA GROWERS PASTA	ROSELI	\$18.50
111	RICE, BROWN PRFCTD		25 LB	DOT FOODS INC./DRY	UNCLE BENS	\$25.00
112	RICE, MEX FLVR INFSD		2/5 LB	DOT FOODS INC./DRY	UNCLE BENS	\$25.00
113	SAUCE, SOY		500/9 GR	C. PACIFIC FOODS INC.	SONA	\$8.75
114	SAUCE, TACO		500/12 GR	FOUR-IN-ONE CO INC	SONA 500/9 GM	\$9.25
115	SAUCE,BBQ REG K		200 EA	HEINZ NORTH AMERICA-DRY	AS SPECIFIED	\$11.50
116	SAUCE,MARINARA FPCA		6/#10CN	THE NEIL JONES FOOD CO.	ROSELI	\$31.00
117	SHELL,TACO 5" YLW		8/25 EA	MISSION FOODS DRY	AS SPECIFIED	\$10.50
118	SUGAR,PWDRD		25 LB	AMERICAN SUGAR REFINING	CT #	\$19.80
	NON-FOOD					
119	BLEACH, LIQUID		4/1 GA	VENDOR'S CHOICE	PURE BRIGHT	\$10.25
120	CLEANER, ALL PURPOSE		4/1 GA	PROCLEAN	VALUE CLEAN	\$26.00
121	DETRG,LIQUID DISH		4/1 GA	VENDOR'S CHOICE	PALMOLIVE	\$47.50
122	GLOVE,LATEX PF MED		4/100 EA	HANDGARDS, INC.	MONOGRAM	\$36.00
123	GLOVE,LATEX PF SML		4/100 EA	HANDGARDS, INC.	MONOGRAM	\$36.00
124	HAIRNET,BLK LTWT 24"		144 EA	ROYAL PAPER PRODUCTS, INC	AS SPECIFIED	\$21.00
125	PAD, SCRUB WITH SPONGE HD		20 EA	ROYAL PAPER PRODUCTS, INC	AS SPECIFIED	\$19.75

ITEM 15C

B2010-17 Grocery Supplies
A&R Wholesale Distributors, Inc. Awarded Items

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>*C</u>	<u>UNITS/CASE</u>	<u>VENDOR NAME</u>	<u>A&R WHOLESALE DISTRIB.</u>	<u>UNIT COST</u>
	REFRIGERATED / FROZEN					
92	WATER,BLK CHRY SPKLG		24/16	HEALTH FUSION/RWI	RIPTIDE 24/16 OZ (ADD CRV TO COST	13.84
93	WATER,LMN LIME SPKLG		24/16	HEALTH FUSION/RWI	RIPTIDE 24/16 OZ (ADD CRV TO COST	13.84
94	WATER,ORNG SPKLG CAN		24/16	HEALTH FUSION/RWI	RIPTIDE 24/16 OZ (ADD CRV TO COST	13.84
95	WATER,WDBRY SPKLG		24/16	HEALTH FUSION/RWI	RIPTIDE 24/16 OZ (ADD CRV TO COST	13.84
	GROCERY ITEMS					
97	BEAN,REFRD TFF POUCH		6/29.8	BASIC AMERICAN FOOD CO	COOKQUIK 6/30 OZ	18.88
98	BEAN,REFRIED VEGTR		6/29.8	BASIC AMERICAN FOOD CO	COOKQUIK 6/30 OZ	18.88
	NON-FOOD					

ITEM 15C

**B2010-17C Grocery Supplies
Newport Farms, Inc. Awarded Items**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>*C</u>	<u>UNITS/CASE</u>	<u>VENDOR NAME</u>	NEWPORT FARMS, INC.	<u>UNIT COST</u>
	REFRIGERATED / FROZEN					
5	BEEF,DCD.5X.5CARNEASDA		3/10 LB	JOSEPH WEBB CUT MEAT-4J	MONTCLAIR MEATS 10#/CS	\$22.60
20	CHICKEN,BRST BRD SPCY		75/3	PIERRE FOODS LLC	#1967	\$37.28
22	CHICKEN,CHNK MNDR ORG	C	14 LB	LING'S	#8-52724-11101-8 NEW PACK 35#	\$68.93
23	CHICKEN,CHNK TYKI BBQ	C	13 LB	LING'S	#8-52724-1102-5-NEW PACK 33.75#	\$68.82
	GROCERY ITEMS					
	NON-FOOD					

San Dieguito Union High School District

INFORMATION FOR BOARD OF TRUSTEES

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 2, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Russell L. Thornton,
Executive Director of Operations
Eric Dill,
Associate Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL OF PROPOSED CHANGE
ORDER #1 TO CHEVRON ENERGY
SOLUTIONS CONTRACT # B2009-11

EXECUTIVE SUMMARY

On May 10, 2010 the District entered into a contract with Chevron Energy Solutions to install one mega-watt solar array systems at Canyon Crest Academy and La Costa Canyon High School. As an added measure to safeguard the District's capital investment, installation of tamper proof security screws to anchor the outside panels on these projects would increase measures aimed at preventing vandalism while enhancing the safety of the structures.

RECOMMENDATION:

It is recommended that the Board approve Change Order No. 1 for Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (Chevron ES) to provide additional PV Module clips with tamper proof security screws, one on each side of the outside panels, at both La Costa Canyon High School and Canyon Crest Academy south for an amount not to exceed \$26,929.00.

FUNDING SOURCE:

To be expended from 2010A Qualified School Construction Bond proceeds.



Chevron Energy Solutions Company,
a division of Chevron U.S.A. Inc. ITEM 15D
 Chevron ES Project #: DWCES-32036 -441
 Chevron ES Contract # CU1110

Change Order No. 01

Customer Contract Title: EPC Agreement - Solar Project	Customer Contract No. CU1110
Customer Contract Effective Date: May 10, 2010	Change Order Effective Date: July 13, 2010

Customer Name:	San Dieguito Union High School District
Customer Address:	710 Encinitas Blvd. Encinitas, CA 92024
Contact:	Attention: Russ Thornton
Job Location:	Canyon Crest Academy (CCA) and La Costa Canyon High School (LCC) Solar Projects

Reason for/Description of Change Order:	Per Customer request to provide additional PV Module clips with tamper proof security screws, one on each long side of the outside panels, at both LCC and CCA south lot.
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		Projected Savings Impact			
		kWh	kW	Therms	Dollars
Original Contract Amount:	\$12,058,250.00	Original Contract:			\$0.00
Prior Change Order(s) Will Add (Deduct):	\$0.00	Prior Change Orders:			\$0.00
This Change Order Will Add (Deduct):	\$26,929.00	*Amount this Change Order:	No change to original contract		\$0.00
Revised Contract Amount:	\$12,085,179.00	Revised Contract Amount:	No change to original contract		\$0.00
Original Contract Start Date (Signed):		* (Monthly Breakdown Below)			
Original Contract Complete Date:		January			
Revised Contract Complete Date:		February			
		March			
		April			
		May			
		June			
		July			
		August			
		September			
		October			
		November			
		December			

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

CHEVRON ENERGY SOLUTIONS COMPANY, a division of Chevron U.S.A. Inc.

By: _____
 Print Name: _____
 Title: _____

By: _____
 Print Name: _____
 Title: _____

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., 345 California Street, 18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 23, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Eric R. Dill, Assoc. Superintendent, Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **ADOPTION OF RESOLUTION TO
AMEND THE SAN DIEGO COUNTY
SCHOOLS FRINGE BENEFITS
CONSORTIUM AGREEMENT**

EXECUTIVE SUMMARY

The District is currently a member of the San Diego Schools Fringe Benefits Consortium (FBC), which provides a variety of health and fringe benefits for county school districts. At the June 18, 2010 meeting of the FBC Board of Directors, the Executive Committee recommended to the board to amend Article VIII, Section G of the FBC Agreement. The amendment changes the number of Executive Committee members from three at large and four from the Medical program to seven members at large, with the number of representatives from the Medical program not to exceed four. This change allows more flexibility in the composition of the FBC Executive Committee in the event FBC is unable to fill the committee with four members from the Medical program.

The proposed amendment was approved by the Board of Directors; it must now be ratified by a majority of member districts for the change to take effect.

RECOMMENDATION:

It is recommended that the Board adopt the Resolution to Amend the San Diego County Schools Fringe Benefits Consortium Agreement as shown in the attached supplement.

FUNDING SOURCE:

Not applicable.

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
RESOLUTION
TO AMEND THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS
CONSORTIUM AGREEMENT**

On motion of Member _____, seconded by Member _____, on recommendation of the Superintendent, the following resolution is hereby adopted:

WHEREAS San Diego County Schools Fringe Benefits Consortium has since July 1, 1994 provided the services and other items necessary and appropriate and establishment, operation and maintenance of benefits programs, or any other risk or plan that may be authorized by a majority vote of the members authorized by law; and

WHEREAS it is the desire of the parties to the San Diego County Schools Fringe Benefits Consortium Agreement to assume all obligations, assets, claims, responsibilities and authority of the San Diego County Schools Risk Management Authority Joint Powers Agreement dated May 11, 1987, with the provision of the fringe benefits, including medical, dental, vision, life, Internal Revenue Code section 125 plans, retiree health and retiree dental; and,

WHEREAS in order to efficiently handle and perform all obligations under the Agreement Article VIII section G currently states as follows:

G. The Board of Directors shall elect an Executive Committee of seven (7) Members from the membership of the Board of Directors.

1. Three (3) of the members shall be representatives of members selected at-large by the Board of Directors; and

2. Four (4) of the members shall be representatives of members of the Medical Program.

WHEREAS, the following amendment shall be applicable to Article VIII section:

G. The Board of Directors shall elect an Executive Committee of seven (7) Members from the membership of the Board of Directors.

1. The Members may be representative Members selected at- large by the Board of Directors; and

2. The Members selected from the Health Program may not exceed four (4).

ITEM 15F

NOW, THEREFORE, BE IT RESOLVED:

That the San Dieguito Union High School District Board of Trustees hereby adopts the Resolution to Amend the San Diego County Fringe Benefits Consortium Agreement.

PASSED AND ADOPTED by the Board of Education of the Dieguito Union High School District, Encinitas, California at a public meeting thereof duly called and held on 10th day of August, 2010.

**AMENDMENT NO. 2 TO : SAN DIEGO COUNTY SCHOOLS
FRINGE BENEFITS CONSORTIUM AGREEMENT**

The following amendment to the SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM AGREEMENT, dated July 1, 1994 ("the Agreement"), shall become effective retroactively as of July 1, 2010 once this Amendment has been signed by a majority of the Members to the Agreement.

WHEREAS in order to efficiently handle and perform all obligations under the Agreement Article VIII section G currently states as follows:

G. The Board of Directors shall elect an Executive Committee of seven (7) Members from the membership of the Board of Directors.

1. Three (3) of the Members shall be representatives of Members selected at-large by the Board of Directors; and
2. Four (4) of the Members shall be representatives of Members of the Medical Program.

WHEREAS, the following amendment shall be applicable to Article VIII section G:

G. The Board of Directors shall elect an Executive Committee of seven (7) Members from the membership of the Board of Directors.

1. The Members may be representative Members selected at- large by the Board of Directors; and
2. The Members selected from the Health Program may not exceed four (4).

IN WITNESS HEREOF, each of the parties has caused this Amendment No. 2 to the San Diego County Schools Fringe Benefits Consortium Agreement to be executed by its duly authorized representative on the respective dates indicated below:

Dated: _____

San Dieguito Union High School District
By: Joyce Dalessandro
Title: Board Clerk

Date of Governing Body Resolution:
August 10, 2010

Dated: _____

San Diego County Schools
Fringe Benefits Consortium

San Dieguito Union High School District ITEM 15G

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 29, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Joann Schultz, Executive Assistant
Eric R. Dill, Assoc. Supt., Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL OF 2010-11 BELL SCHEDULES

EXECUTIVE SUMMARY

State law requires local school district boards to approve school bell schedules as part of the instructional calendar. Attached are the school bell schedules for the 2010-11 school year for Carmel Valley, Diegueno, Earl Warren, and Oak Crest Middle Schools, and Canyon Crest Academy, La Costa Canyon, San Dieguito Academy, Sunset Continuation and Torrey Pines High Schools.

RECOMMENDATION

It is recommended that the Board approve the 2010-11 bell schedules for Carmel Valley, Diegueno, Earl Warren, Oak Crest Middle Schools, and Canyon Crest Academy, La Costa Canyon, San Dieguito Academy, Sunset Continuation, and Torrey Pines High Schools, as shown in the attached supplements.

FUNDING SOURCE

Not applicable.

Attachments

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES

ITEM 15G

ANNUAL INSTRUCTIONAL MINUTES

School	Minimum	01-02	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	+/- Min.
Middle Schools:												
Carmel Valley	63,000	64,140	63,425	63,425	63,405	63,380	63,250	63,255	63,250	63,251	63,275	275
Diegueno	63,000	63,765	63,750	63,765	63,790	64,280	63,740	63,740	63,770	63,740	63,390	390
Earl Warren	63,000	63,765	63,760	63,765	63,770	63,760	63,740	63,415	63,440	63,405	63,420	420
Oak Crest	63,000	63,407	63,367	63,765	63,770	63,755	63,270	63,270	63,270	63,255	63,255	255
High Schools:												
Canyon Crest Academy	64,800	0	0	0	66,960	67,900	67,880	67,536	67,564	67,532	67,518	2,718
La Costa Canyon	64,800	65,215	65,530	65,530	65,530	65,285	64,975	65,020	65,030	65,220	65,220	420
San Dieguito Academy	64,800	70,560	70,445	70,515	70,515	69,345	68,425	69,775	69,755	69,193	69,031	4,231
Torrey Pines	64,800	65,220	65,220	65,220	65,370	65,380	64,910	65,035	65,035	64,995	65,070	270
Sunset Cont.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	42,300	43,200	**

*LCC 07-08 bell schedule revised 9-4-08 (board approval required) per auditor (previous total was 65,045)

*CCA 08-09 bell schedule revised 5-8-09 per auditor (previous total was 68,148)

*DNO 09-10 bell schedule revised 1-11-10 (added Sept 15 min day) (previous total was 63,855)

**Annual Instructional minutes are not required by the state for alternative education hourly programs.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Carmel Valley Middle School

ITEM 15G

PROPOSED

2010-11 Bell Schedules
Single - Monday - 26 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	8:30	9:25	0:55	1-2	9:25	9:30	0:05	1:00
2	9:30	10:20	0:50	2-3	10:20	10:25	0:05	0:55
3	10:25	11:15	0:50	3-4	11:15	11:20	0:05	0:55
4	11:20	12:10	0:50				0:00	0:50
Lunch	12:10	12:45	0:00	L-5	12:45	12:50	0:05	0:05
HR	12:50	1:15 PM	0:25				0:00	0:25
5	1:15 PM	2:05 PM	0:50	5-6	2:05 PM	2:10 PM	0:05	0:55
6	2:10 PM	3:05 PM	0:55				0:00	0:55
TOTAL			5:35				0:25	6:00

Block - Tuesdays & Thursday/Per. 1, 3, 5 - Wednesdays & Fridays/Per. 2, 4, 6 - 145 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Block A	8:30	10:20	1:50	Nutrition	10:20	10:25	0:00	1:50
			0:00	N-B	10:25	10:30	0:05	0:05
Block B	10:30	12:15	1:45				0:00	1:45
Lunch	12:15	12:50	0:00	L-SSR	12:50	12:55	0:05	0:05
SSR/HR	12:55	1:20 PM	0:25				0:00	0:25
Block C	1:20 PM	3:05 PM	1:45				0:00	1:45
TOTAL			5:45				0:10	5:55

Minimum - 2 Days

Dec 17, Jun 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	8:30	9:10	0:40	1-2	9:10	9:15	0:05	0:45
2	9:15	9:50	0:35	2-3	9:50	9:55	0:05	0:40
3	9:55	10:30	0:35				0:00	0:35
Lunch	10:30	10:45	0:00	L-4	10:45	10:50	0:05	0:05
4	10:50	11:25	0:35	4-5	11:25	11:30	0:05	0:40
5	11:30	12:05	0:35	5-6	12:05	12:10	0:05	0:40
6	12:10	12:50	0:40				0:00	0:40
TOTAL			3:40				0:25	4:05

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Carmel Valley Middle School

ITEM 15G

2010-11 Bell Schedules (cont.)

Career Day - 1 Day: May 23

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	8:30	9:15	0:45	1-2	9:15	9:20	0:05	0:50
2	9:20	10:00	0:40	2-3	10:00	10:05	0:05	0:45
3	10:05	10:45	0:40	3-4	10:45	10:50	0:05	0:45
4	10:50	11:30	0:40	L-4	11:30	11:35	0:05	0:45
5	11:35	12:15 PM	0:40				0:00	0:40
Lunch	12:15 PM	12:50 PM	0:00	L-6	12:50 PM	12:55 PM	0:05	0:05
6	12:55 PM	3:05 PM	2:10				0:00	2:10
TOTAL			5:35				0:25	6:00

Collaboration Days - 6 Days: Sept 20, Oct 18, Nov 15, Feb 28, Mar 21, Apr 25

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Collab.	8:30	10:00	0:00	Break	10:00	10:05	0:00	0:00
1	10:05	10:45	0:40	1-2	10:45	10:50	0:05	0:45
2	10:50	11:30	0:40	2-3	11:30	11:35	0:05	0:45
3	11:35	12:15	0:40				0:00	0:40
Lunch	12:15	12:50	0:00	L-4	12:50	12:55 PM	0:05	0:05
4	12:55 PM	1:35 PM	0:40	4-5	1:35 PM	1:40 PM	0:05	0:45
5	1:40 PM	2:20 PM	0:40	5-6	2:20 PM	2:25 PM	0:05	0:45
6	2:25 PM	3:05 PM	0:40				0:00	0:40
TOTAL			4:00				0:25	4:25

Annual Instructional Minutes (SDUHSD Minimum = 63,000)

	Class Time	Passing Time	Total	# of Days	Total Minutes
Collab.	240	25	265	6	1,590
Single Days	335	25	360	26	9,360
Block Days	345	10	355	145	51,475
Minimum Days	220	25	245	2	490
Career Day	335	25	360	1	360
Totals				180	63,275

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Diegueno Middle School

ITEM 15G

PROPOSED

2010-11 Bell Schedules

Single - Monday, Tuesday & Friday - 107 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:40	1:00	1-2	8:40	8:45	0:05	1:05
2	8:45	9:40	0:55	2-3	9:40	9:45	0:05	1:00
3	9:45	10:40	0:55	3-4	10:40	10:45	0:05	1:00
4	10:45	11:40	0:55				0:00	0:55
Lunch	11:40	12:15 PM	0:00	L-5	12:15 PM	12:20 PM	0:05	0:05
5	12:20 PM	1:15 PM	0:55	5-6	1:15 PM	1:20 PM	0:05	1:00
6	1:20 PM	2:15 PM	0:55				0:00	0:55
TOTAL			5:35				0:25	6:00

Block - Wednesdays & Thursday - 57 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Block 1/2	7:40	9:25	1:45	Nutrition	9:25	9:30	0:00	1:45
			0:00	N-3/4	9:30	9:35	0:05	0:05
Block 3/4	9:35	11:20	1:45				0:00	1:45
Lunch	11:20	11:55	0:00	L-SSR	11:55	12:00 PM	0:05	0:05
SSR	12:00 PM	12:30 PM	0:30				0:00	0:30
Block 5/6	12:30 PM	2:15 PM	1:45				0:00	1:45
TOTAL			5:45				0:10	5:55

Late Starts - 12 Days

2010: Sept 22 & 23, Oct 20 & 21, Dec 15 & 16

2011: Feb 16 & 17, Mar 30 & 31, May 18 & 19

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1 or 2	8:40	10:15	1:35	Break	10:15	10:20	0:00	1:35
				B- 3/4	10:20	10:25	0:05	0:05
3 or 4	10:25	12:00	1:35				0:00	1:35
Lunch	12:00	12:35	0:00	L - 5/6	12:35	12:40	0:05	0:05
5 or 6	12:40	2:15 PM	1:35				0:00	1:35
TOTAL			4:45				0:10	4:55

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Diegueno Middle School

ITEM 15G

2010-11 Bell Schedules (cont.)

Minimum - 3 Days 2010: Oct 26, Dec 17
2011: Jun 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:20	0:40	1-2	8:20	8:25	0:05	0:45
2	8:25	9:00	0:35	2-3	9:00	9:05	0:05	0:40
3	9:05	9:40	0:35				0:00	0:35
Break	9:40	9:55	0:00	B-4	9:55	10:00	0:05	0:05
4	10:00	10:35	0:35	4-5	10:35	10:40	0:05	0:40
5	10:40	11:15	0:35	5-6	11:15	11:20	0:05	0:40
6	11:20	12:00	0:40				0:00	0:40
TOTAL			3:40				0:25	4:05

Assembly - 1 Day Sept 16

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:30	0:50	1-2	8:30	8:35	0:05	0:55
2	8:35	9:25	0:50	2-3	9:25	9:30	0:05	0:55
3	9:30	10:20	0:50	3-4	10:20	10:25	0:05	0:55
4	10:25	11:10	0:45				0:00	0:45
Lunch	11:10	11:45	0:00	L-5	11:45	11:50	0:05	0:05
5	11:50	12:35 PM	0:45	5-Asbl/6	12:35 PM	12:40 PM	0:05	0:50
Assbly/6	12:40 PM	1:25 PM	0:45	Asbly-6	1:25 PM	1:30 PM	0:05	0:50
6/Assbly	1:30 PM	2:15 PM	0:45				0:00	0:45
TOTAL			5:30				0:30	6:00

Annual Instructional Minutes (SDUHSD Minimum = 63,000):

	Class Time	Passing Time	Total	# of Days	Total Minutes
Single Days	335	25	360	107	38,520
Block Days	345	10	355	57	20,235
Minimum Days	220	25	245	3	735
Assembly	330	30	360	1	360
Late Start	285	10	295	12	3,540
TOTAL				180	63,390

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Earl Warren Middle School

PROPOSED

ITEM 15G

2010-11 Bell Schedules
Single - Monday - 35 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:35	0:55	1-2	8:35	8:40	0:05	1:00
2	8:40	9:30	0:50	2-3	9:30	9:35	0:05	0:55
3	9:35	10:25	0:50	3-4	10:25	10:30	0:05	0:55
4	10:30	11:20	0:50				0:00	0:50
Lunch	11:20	11:55	0:00	L-HR	11:55	12:00	0:05	0:05
Ac Perf	12:00	12:20	0:20				0:00	0:20
5	12:20	1:15 PM	0:55	5-6	1:15 PM	1:20 PM	0:05	1:00
6	1:20 PM	2:15 PM	0:55				0:00	0:55
TOTAL			5:35				0:25	6:00

Block - Tuesday, Wednesday, Thursday & Friday - 133 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Block 1/2	7:40	9:25	1:45	Nutrition	9:25	9:30	0:00	1:45
			0:00	N-1/2, 3/4	9:30	9:35	0:05	0:05
Block 3/4	9:35	11:20	1:45				0:00	1:45
Lunch	11:20	11:55	0:00	L-SSR	11:55	12:00	0:05	0:05
Ac Perf	12:00	12:30	0:30				0:00	0:30
Block 5/6	12:30	2:15 PM	1:45				0:00	1:45
TOTAL			5:45				0:10	5:55

Minimum - 2 Days

Dec 17, Jun 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:20	0:40	1-2	8:20	8:25	0:05	0:45
2	8:25	9:00	0:35	2-3	9:00	9:05	0:05	0:40
3	9:05	9:40	0:35				0:00	0:35
Lunch	9:40	9:55	0:00	L-4	9:55	10:00	0:05	0:05
4	10:00	10:35	0:35	4-5	10:35	10:40	0:05	0:40
5	10:40	11:15	0:35	5-6	11:15	11:20	0:05	0:40
6	11:20	12:00	0:40				0:00	0:40
TOTAL			3:40				0:25	4:05

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Earl Warren Middle School

ITEM 15G

2010-11 Bell Schedules (cont.)

Assembly / Spirit - 1 Day Oct 18

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:15	0:35	1-2	8:15	8:20	0:05	0:40
2	8:20	8:55	0:35	2-3	8:55	9:00	0:05	0:40
3	9:00	9:35	0:35	3-4	9:35	9:40	0:05	0:40
4	9:40	10:15	0:35	4-5	10:15	10:20	0:05	0:40
5	10:20	10:55	0:35	5-6	10:55	11:00	0:05	0:40
6	11:00	11:35	0:35				0:00	0:35
Lunch	11:35	12:10 PM	0:00	L-A	12:10 PM	12:15 PM	0:05	0:05
APT	12:15 PM	12:25 PM	0:10	A-Spirit	12:25 PM	12:30 PM	0:05	0:15
Spirit	12:30 PM	2:07 PM	1:37	Sp-HR	2:07 PM	2:12 PM	0:05	1:42
HR	2:12 PM	2:15 PM	0:03				0:00	0:03
TOTAL			5:20				0:40	6:00

Assembly / Career - 1 Day May 23

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:20	0:40	1-2	8:20	8:25	0:05	0:45
2	8:25	8:58	0:33	2-3	8:58	9:03	0:05	0:38
3	9:03	9:36	0:33	Break	9:36	9:41	0:00	0:33
				B-4	9:41	9:46	0:05	0:05
4	9:46	10:19	0:33	4-5	10:19	10:24	0:05	0:38
5	10:24	10:57	0:33	5-6	10:57	11:02	0:05	0:38
6	11:02	11:40	0:38				0:00	0:38
Lunch	11:40	12:15 PM	0:00	L-S1	12:15 PM	12:20 PM	0:05	0:05
Sess 1	12:20 PM	12:45 PM	0:25	S1-S2	12:45 PM	12:50 PM	0:05	0:30
Sess 2	12:50 PM	1:15 PM	0:25	S2-S3	1:15 PM	1:20 PM	0:05	0:30
Sess 3	1:20 PM	1:45 PM	0:25	S3-S4	1:45 PM	1:50 PM	0:05	0:30
Sess 4	1:50 PM	2:15 PM	0:25					0:25
TOTAL			5:10				0:45	5:55

Late Start - 8 Days 2010: Oct 5, 6, Dec 7, 8
2011: Feb 15, 16, Mar 29, 30

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1 or 2	8:40	10:20	1:40	1/2-3/4	10:20	10:25	0:05	1:45
3 or 4	10:25	12:00	1:35				0:00	1:35
Lunch	12:00	12:35	0:00	L - 5/6	12:35	12:40	0:05	0:05
5 or 6	12:40	2:15 PM	1:35				0:00	1:35
TOTAL			4:50				0:10	5:00

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Earl Warren Middle School

2010-11 Bell Schedules (cont.)

ITEM 15G

Annual Instructional Minutes (SDUHSD Minimum = 63,000):

	Class Time	Passing Time	Total	# of Days	Total Minutes
Single Days	335	25	360	35	12,600
Assb/Sp	320	40	360	1	360
Assb/Car	310	45	355	1	355
Block Days	345	10	355	133	47,215
Minimum Days	220	25	245	2	490
Late Starts	290	10	300	8	2,400
TOTAL				180	63,420

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Oak Crest Middle School

ITEM 15G

PROPOSED

2010-11 Bell Schedules

Single - Monday & Tuesday - 65 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:35	0:55	1-2	8:35	8:40	0:05	1:00
2	8:40	9:35	0:55	Break	9:35	9:40	0:00	0:55
				2-3	9:40	9:45	0:05	0:05
3	9:45	10:40	0:55	3-4	10:40	10:45	0:05	1:00
4	10:45	11:40	0:55				0:00	0:55
Lunch	11:40	12:15	0:00	L-5	12:15	12:20	0:05	0:05
5	12:20	1:15 PM	0:55	5-6	1:15 PM	1:20 PM	0:05	1:00
6	1:20 PM	2:15 PM	0:55				0:00	0:55
TOTAL			5:30				0:25	5:55

Block - Wednesday & Thursday - 69 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1 or 2	7:40	9:35	1:55	Break	9:35	9:40	0:00	1:55
				B- 3/4	9:40	9:45	0:05	0:05
3 or 4	9:45	11:40	1:55				0:00	1:55
Lunch	11:40	12:15	0:00	L - 5/6	12:15	12:20	0:05	0:05
5 or 6	12:20	2:15 PM	1:55				0:00	1:55
TOTAL			5:45				0:10	5:55

Single - Friday - 34 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:32	0:52	1-2	8:32	8:37	0:05	0:57
2	8:37	9:29	0:52	Break	9:29	9:34	0:00	0:52
				2-3	9:34	9:39	0:05	0:05
3	9:39	10:31	0:52	3-4	10:31	10:36	0:05	0:57
4	10:36	11:28	0:52				0:00	0:52
Wave	11:28	11:46	0:18				0:00	0:18
Lunch	11:46	12:21	0:00	L-5	12:21	12:26	0:05	0:05
5	12:26	1:18 PM	0:52	5-6	1:18 PM	1:23 PM	0:05	0:57
6	1:23 PM	2:15 PM	0:52				0:00	0:52
TOTAL			5:30				0:25	5:55

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Oak Crest Middle School

ITEM 15G

2010-11 Bell Schedules (cont.)

Minimum - 3 Days 2010: Oct 26, Dec 17
2011: Jun 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:20	0:40	1-2	8:20	8:25	0:05	0:45
2	8:25	9:00	0:35	2-3	9:00	9:05	0:05	0:40
3	9:05	9:40	0:35				0:00	0:35
Lunch	9:40	9:55	0:00	L-4	9:55	10:00	0:05	0:05
4	10:00	10:35	0:35	4-5	10:35	10:40	0:05	0:40
5	10:40	11:15	0:35	5-6	11:15	11:20	0:05	0:40
6	11:20	12:00	0:40				0:00	0:40
TOTAL			3:40				0:25	4:05

Double Assembly - 3 Days Sept 13, Oct 19, Apr 26

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:25	0:45	1-2	8:25	8:30	0:05	0:50
1st Assby	8:30	9:20	0:50	1A-2A	9:20	9:30	0:10	1:00
2nd Assby	9:30	10:20	0:50	2-3	10:20	10:25	0:05	0:55
3	10:25	11:10	0:45				0:00	0:45
Lunch	11:10	11:45	0:00	L-4	11:45	11:50	0:05	0:05
4	11:50	12:35	0:45	4-5	12:35	12:40	0:05	0:50
5	12:40	1:25 PM	0:45	5-6	1:25 PM	1:30 PM	0:05	0:50
6	1:30 PM	2:15 PM	0:45				0:00	0:45
TOTAL			5:25				0:35	6:00

Late Start - 6 Days 2010: Oct 20 & 21, Dec 15 & 16
2011: Mar 30 & 31

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1 or 2	8:40	10:20	1:40	1/2-3/4	10:20	10:25	0:05	1:45
3 or 4	10:25	12:00	1:35				0:00	1:35
Lunch	12:00	12:35	0:00	L - 5/6	12:35	12:40	0:05	0:05
5 or 6	12:40	2:15 PM	1:35				0:00	1:35
TOTAL			4:50				0:10	5:00

Annual Instructional Minutes (SDUHSD Minimum = 63,000)

	Class Time	Passing Time	Total	# of Days	Total Minutes
Single	330	25	355	65	23,075
Block	345	10	355	69	24,495
Fridays	330	25	355	34	12,070
Late Start	290	10	300	6	1,800
Minimum	220	25	245	3	735
Double Assembly	325	35	360	3	1,080
Totals				180	63,255

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Canyon Crest Academy

ITEM 15G

PROPOSED

2010-11 Bell Schedules
Single (Monday - Friday) - 147 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	8:00	9:30	1:30	1-2	9:30	9:38	0:08	1:38
2	9:38	11:12	1:34				0:00	1:34
Lunch	11:12	11:44	0:00	L-3	11:44	11:52	0:08	0:08
3	11:52	1:22 PM	1:30	3-4	1:22 PM	1:30 PM	0:08	1:38
4	1:30 PM	3:00 PM	1:30				0:00	1:30
TOTAL			6:04				0:24	6:28

Wednesday (Late Start) - 19 Days

2010: Sept 15, 29, Oct 20, 27, Nov 17, Dec 1, 8, 15

2011: Jan 5, 19, Feb 16, Mar 2, 16, 23, 30, Apr 6, May 18, 25, Jun 1

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	9:00	10:15	1:15	1-2	10:15	10:23	0:08	1:23
2	10:23	11:42	1:19				0:00	1:19
Lunch	11:42	12:14	0:00	L-3	12:14	12:22	0:08	0:08
3	12:22	1:37 PM	1:15	3-4	1:37 PM	1:45 PM	0:08	1:23
4	1:45 PM	3:00 PM	1:15				0:00	1:15
TOTAL			5:04				0:24	5:28

Finals - 8 Days Nov 2, 3, Jan 27, 28, Apr 7, 8, Jun 16, 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1/2	8:00	10:00	2:00	Break	10:00	10:17	0:00	2:00
				B-3/4	10:17	10:25	0:08	0:08
3/4	10:25	12:25	2:00					2:00
TOTAL			4:00				0:08	4:08

Pep Rally - 2 Days Oct 22, Jun 3

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	8:00	9:22	1:22	1-2	9:22	9:30	0:08	1:30
2	9:30	10:52	1:22	2-RAL	10:52	11:00	0:08	1:30
RALLY	11:00	11:27	0:27					0:27
Lunch	11:27	12:00	0:00	L-3	12:00	12:08	0:08	0:08
3	12:08	1:30 PM	1:22	3-4	1:30 PM	1:38 PM	0:08	1:30
4	1:38 PM	3:00 PM	1:22				0:00	1:22
TOTAL			5:55				0:32	6:27

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Canyon Crest Academy

ITEM 15G

2010-11 Bell Schedules (cont.)

Extended Lunch Schedule - 4 Days

Nov 4 & 19, May 26, Jun 10

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	8:00	9:27	1:27	1-2	9:27	9:35	0:08	1:35
2	9:35	11:02	1:27				0:00	1:27
Lunch	11:02	11:49	0:00	L-3	11:49	11:57	0:08	0:08
3	11:57	1:24 PM	1:27	3-4	1:24 PM	1:32 PM	0:08	1:35
4	1:32 PM	3:00 PM	1:28				0:00	1:28
TOTAL			5:49				0:24	6:13

Annual Instructional Minutes (SDUHSD Minimum = 64,800):

	Class Time	Passing Time	Total	# of Days	Total Minutes
Regular	364	24	388	147	57,036
Wednesday	304	24	328	19	6,232
Pep Rally	355	32	387	2	774
Ext. Lunch	349	24	373	4	1,492
Finals	240	8	248	8	1,984
TOTAL				180	67,518

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
La Costa Canyon High School

ITEM 15G

PROPOSED

2010-11 Bell Schedules
Block - 162 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Block A	7:40	9:40	2:00	Break	9:40	9:50	0:00	2:00
			0:00	B-B	9:50	9:55	0:05	0:05
Block B	9:55	11:55	2:00				0:00	2:00
Lunch	11:55	12:30	0:00	L-C	12:30	12:35	0:05	0:05
Block C	12:35	2:35 PM	2:00				0:00	2:00
TOTAL			6:00				0:10	6:10

Single - 2 Days Aug 31, June 14

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:35	0:55	1-3	8:35	8:40	0:05	1:00
3	8:40	9:35	0:55	Break	9:35	9:50	0:00	0:55
			0:00	B-5	9:50	9:55	0:05	0:05
5	9:55	10:50	0:55	5-2	10:50	10:55	0:05	1:00
2	10:55	11:50	0:55				0:00	0:55
Lunch	11:50	12:35	0:00	L-4	12:35	12:40	0:05	0:05
4	12:40	1:35 PM	0:55	4-6	1:35 PM	1:40 PM	0:05	1:00
6	1:40 PM	2:35 PM	0:55				0:00	0:55
TOTAL			5:30				0:25	5:55

Finals - 6 Days Jan 26, 27, 28, June 15, 16, 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Block A	7:40	9:40	2:00	Break	9:40	9:50	0:00	2:00
			0:00	B-Class	9:50	9:55	0:05	0:05
Block B	9:55	11:55	2:00				0:00	2:00
TOTAL			4:00				0:05	4:05

Teacher Collaboration Days - 10 Days

2010: Sep 14, 15, Oct 26, 27, Nov 30, Dec 1
2011: Mar 15, 16, May 24, 25

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Collab.	7:40	8:35	0:00				0:00	0:00
Block A	8:40	10:20	1:40	Break	10:20	10:30	0:00	1:40
			0:00	A-B	10:30	10:35	0:05	0:05
Block B	10:35	12:15	1:40				0:00	1:40
Lunch	12:15	12:50	0:00	B-C	12:50	12:55	0:05	0:05
Block C	12:55	2:35 PM	1:40				0:00	1:40
TOTAL			5:00				0:10	5:10

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
La Costa Canyon High School

ITEM 15G

2010-11 Bell Schedules (cont.)

Annual Instructional Minutes (SDUHSD Minimum = 64,800):

	Class Time	Passing Time	Total	# of Days	Total Minutes
Single	330	25	355	2	710
Block	360	10	370	162	59,940
Collabor.	300	10	310	10	3,100
Finals	240	5	245	6	1,470
TOTAL				180	65,220

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
San Dieguito Academy

ITEM 15G

PROPOSED

2010-11 Bell Schedules

Monday, Tuesday, Thursday, Friday - 134 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:50	9:19	1:29	Break	9:19	9:24	0:00	1:29
			0:00	B-HR	9:24	9:29	0:05	0:05
Homeroom	9:29	9:49	0:20	HR-2	9:49	9:54	0:05	0:25
2	9:54	11:23	1:29				0:00	1:29
Lunch	11:23	11:58	0:00	L-3	11:58	12:03	0:05	0:05
3	12:03	1:32 PM	1:29	Break	1:32 PM	1:36 PM	0:00	1:29
			0:00	B-4	1:36 PM	1:41 PM	0:05	0:05
4	1:41 PM	3:10 PM	1:29				0:00	1:29
TOTAL			6:16				0:20	6:36

Wednesday - 27 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:50	9:19	1:29	Break	9:19	9:24	0:00	1:29
			0:00	B-2	9:24	9:29	0:05	0:05
2	9:29	10:58	1:29				0:00	1:29
Lunch	10:58	11:58	0:00	L-3	11:58	12:03	0:05	0:05
3	12:03	1:32 PM	1:29	Break	1:32 PM	1:36 PM	0:00	1:29
			0:00	B-4	1:36 PM	1:41 PM	0:05	0:05
4	1:41 PM	3:10 PM	1:29				0:00	1:29
TOTAL			5:56				0:15	6:11

Wednesday Late Start Days - 10 days

2010: Sept 15, Oct 20, Nov 17, Dec 15

2011: Jan 12, Feb 9, Mar 9, Apr 6, May 4, Jun 1

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	9:05	10:15	1:10	Break	10:15	10:20	0:00	1:10
			0:00	B-2	10:20	10:25	0:05	0:05
2	10:25	11:35	1:10				0:00	1:10
Lunch	11:35	12:35	0:00	L-3	12:35	12:40	0:05	0:05
3	12:40	1:50 PM	1:10	Break	1:50 PM	1:55 PM	0:00	1:10
			0:00	B-4	1:55 PM	2:00 PM	0:05	0:05
4	2:00 PM	3:10 PM	1:10				0:00	1:10
TOTAL			4:40				0:15	4:55

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
San Dieguito Academy

ITEM 15G

2010-11 Bell Schedules (cont.)

Minimum Days - 4 Days

2010: Nov 3

2011: Jan 28, Apr 8, Jun 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:50	8:50	1:00	1-2	8:50	8:55	0:05	1:05
2	8:55	9:55	1:00				0:00	1:00
Break	9:55	10:10	0:00	B-3	10:10	10:15	0:05	0:05
3	10:15	11:15	1:00	3-4	11:15	11:20	0:05	1:05
4	11:20	12:15	0:55				0:00	0:55
TOTAL			3:55				0:15	4:10

Extended Homeroom/Assembly Schedule - 5 Days

2010: Oct 22, Dec 10

2011: Jan 14, Apr 29, Jun 10

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:50	9:15	1:25	1-Asbly	9:15	9:20	0:05	1:30
EHR/ Assembly	9:20	10:05	0:45	A-2	10:05	10:10	0:05	0:50
2	10:10	11:35	1:25				0:00	1:25
Lunch	11:35	12:10	0:00	L-3	12:10	12:15	0:05	0:05
3	12:15	1:38 PM	1:23	Break	1:38 PM	1:43 PM	0:00	1:23
			0:00	B-4	1:43 PM	1:48 PM	0:05	0:05
4	1:48 PM	3:10 PM	1:22				0:00	1:22
TOTAL			6:20				0:20	6:40

Annual Instructional Minutes (SDUHSD Minimum = 64,800):

	Class Time	Passing Time	Total	# of Days	Total Minutes
Regular	376	20	396	134	53,064
Extended HR/Assembly	380	20	400	5	2,000
Minimum	235	15	250	4	1,000
Mustang Hour	356	15	371	27	10,017
Wed Late Start	280	15	295	10	2,950
TOTAL				180	69,031

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Sunset Continuation High School

ITEM 15G

PROPOSED

2010-11 Bell Schedule

Monday - Friday

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Optional 0	7:30	8:25	0:55	0-1	8:25	8:30	0:05	1:00
1	8:30	9:25	0:55	1-2	9:25	9:30	0:05	1:00
2	9:30	10:25	0:55	Break	10:25	10:45	0:00	0:55
			0:00	B-3	10:45	10:50	0:05	0:05
3	10:50	11:45	0:55	3-4	11:45	11:50	0:05	1:00
4	11:50	12:45	0:55	4-5	12:45	12:50	0:05	1:00
Optional 5	12:50	1:45 PM	0:55					0:55
TOTAL			5:30				0:25	5:55

Minimum Days:

None

2010-11 Instructional Minutes (per. 1-4) = 43,200

2010-11 Instructional Minutes w/Optional 0 & 5 = 63,900

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Torrey Pines High School

ITEM 15G

PROPOSED

2010-11 Bell Schedules
Block - 162 Days

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Block A	7:40	9:40	2:00	Break	9:40	9:50	0:00	2:00
			0:00	B-B	9:50	9:55	0:05	0:05
Block B	9:55	11:55	2:00				0:00	2:00
Lunch	11:55	12:30	0:00	L-C	12:30	12:35	0:05	0:05
Block C	12:35	2:35 PM	2:00				0:00	2:00
TOTAL			6:00				0:10	6:10

Single - 2 Days Aug 31, Jun 14

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1	7:40	8:35	0:55	1-3	8:35	8:40	0:05	1:00
3	8:40	9:35	0:55	Break	9:35	9:50	0:00	0:55
				B-5	9:50	9:55	0:05	0:05
5	9:55	10:50	0:55	5-2	10:50	10:55	0:05	1:00
2	10:55	11:50	0:55				0:00	0:55
Lunch	11:50	12:35	0:00	L-4	12:35	12:40	0:05	0:05
4	12:40	1:35 PM	0:55	4-6	1:35 PM	1:40 PM	0:05	1:00
6	1:40 PM	2:35 PM	0:55				0:00	0:55
TOTAL			5:30				0:25	5:55

Late Start Days - 10 2010: Sept 14, 15, Oct 26, 27, Nov 30, Dec 1
2011: Mar 22, 23, May 24, 25

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
1 or 2	8:55	10:30	1:35	Break	10:30	10:40	0:00	1:35
				1/2-3/4	10:40	10:45	0:05	0:05
3 or 4	10:45	12:20	1:35				0:00	1:35
Lunch	12:20	12:55	0:00	L-5/6	12:55	1:00 PM	0:05	0:05
5 or 6	1:00 PM	2:35 PM	1:35				0:00	1:35
TOTAL			4:45				0:10	4:55

Finals - 6 Days Jan 26, 27, 28, Jun 15, 16, 17

Period	Start Time	End Time	Instructional Minutes	Passing	Start Time	End Time	Instructional Minutes	Total Instructional Minutes
Class	7:40	9:40	2:00	Break	9:40	9:50	0:00	2:00
				B-Class	9:50	9:55	0:05	0:05
Class	9:55	11:55	2:00				0:00	2:00
TOTAL			4:00				0:05	4:05

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
BUSINESS SERVICES
Torrey Pines High School

ITEM 15G

2010-11 Bell Schedules (cont.)

Annual Instructional Minutes (SDUHSD Minimum = 64,800):

	Class Time	Passing Time	Total	# of Days	Total Minutes
Single	330	25	355	2	710
Block	360	10	370	162	59,940
Late Start	285	10	295	10	2,950
Finals	240	5	245	6	1,470
TOTAL				180	65,070

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Eric R. Dill
Associate Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL OF BUSINESS REPORTS

EXECUTIVE SUMMARY

Please find the following business reports submitted for your approval:

- a) Purchase Orders
- b) Instant Money
- c) Membership Listing

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

js
Attachments

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 07/06/10 THRU 07/29/10

ITEM 15H 1

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
203140	07/06/10	67-30	SOVAL, LLC	037	MEDIATION SETTLEMENT	\$50,000.00
210010	07/06/10	03	STAPLES ADVANTAGE	030	OFFICE SUPPLIES	\$162.08
210011	07/07/10	03	STAPLES ADVANTAGE	030	OFFICE SUPPLIES	\$300.00
210012	07/07/10	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$300.00
210013	07/07/10	03	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$300.00
210014	07/07/10	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$400.00
210015	07/07/10	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$500.00
210016	07/07/10	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$700.00
210017	07/07/10	06	STAPLES ADVANTAGE	030	MATERIALS AND SUPPLI	\$1,000.00
210018	07/07/10	03	STAPLES ADVANTAGE	030	OFFICE SUPPLIES	\$1,200.00
210019	07/07/10	03	STAPLES ADVANTAGE	030	OFFICE SUPPLIES	\$1,200.00
210020	07/07/10	03	STAPLES ADVANTAGE	022	OFFICE SUPPLIES	\$1,000.00
210021	07/07/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$300.00
210022	07/07/10	03	STAPLES ADVANTAGE	035	MATERIALS AND SUPPLI	\$500.00
210023	07/07/10	03	STAPLES ADVANTAGE	024	MATERIALS AND SUPPLI	\$1,000.00
210024	07/07/10	03	STAPLES ADVANTAGE	001	MATERIALS AND SUPPLI	\$500.00
210025	07/07/10	03	STAPLES ADVANTAGE	001	OFFICE SUPPLIES	\$900.00
210026	07/07/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$52,863.75
210027	07/07/10	03	STAPLES ADVANTAGE	006	MATERIALS AND SUPPLI	\$3,000.00
210028	07/07/10	03	STAPLES ADVANTAGE	006	MATERIALS AND SUPPLI	\$200.00
210029	07/07/10	03	SAN DIEGUITO UHSD CA	013	MATERIALS AND SUPPLI	\$800.00
210030	07/07/10	03	STAPLES ADVANTAGE	013	OFFICE SUPPLIES	\$600.00
210031	07/07/10	03	WAXIE SANITARY SUPPL	025	CUSTODIAL SUPPLIES	\$30,000.00
210032	07/07/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$13,497.13
210033	07/07/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$1,124.76
210034	07/07/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$500.00
210035	07/07/10	06	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$600.00
210036	07/08/10	03	AMERICAN CHEMICAL &	025	CUSTODIAL SUPPLIES	\$60,000.00
210037	07/08/10	03	STAPLES ADVANTAGE	024	MATERIALS AND SUPPLI	\$300.00
210038	07/08/10	13	MINUTEMAN PRESS - EN	031	PRINTING	\$759.08
210039	07/08/10	03	XEROX CORPORATION	013	DUPLICATING SUPPLIES	\$400.00
210040	07/08/10	03	LEUCADIA WASTEWATER	025	SEWER CHARGES	\$21,973.67
210041	07/08/10	14	L B CONCRETE	025	REPAIRS BY VENDORS	\$1,625.00
210042	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$3,000.00
210043	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$2,000.00
210044	07/08/10	06	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$1,000.00
210045	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$2,000.00
210046	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$400.00
210047	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$1,000.00
210048	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$1,000.00
210049	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$1,000.00
210050	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$1,000.00
210051	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$2,000.00
210052	07/08/10	11	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$200.00
210053	07/08/10	03	PROCURETECH	035	SOFTWARE/DP SUPPLIES	\$10,000.00
210054	07/08/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$24,744.73
210055	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$2,000.00
210056	07/08/10	06	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$300.00
210057	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$75.00
210058	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$75.00
210059	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$150.00
210060	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$200.00
210061	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$300.00
210062	07/08/10	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$200.00
210063	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$600.00

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210064	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$400.00
210065	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$100.00
210066	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$300.00
210067	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$1,000.00
210068	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$400.00
210069	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$500.00
210070	07/08/10	06	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$1,500.00
210071	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$1,600.00
210072	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$750.00
210073	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$1,000.00
210074	07/08/10	14	SEASIDE HEATING AND	025	REPAIRS BY VENDORS	\$14,100.00
210075	07/08/10	14	L B CONCRETE	025	REPAIRS BY VENDORS	\$7,750.00
210076	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$350.00
210077	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$170.00
210078	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$250.00
210079	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$130.00
210080	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$2,500.00
210081	07/08/10	03	STAPLES ADVANTAGE	014	MATERIALS AND SUPPLI	\$100.00
210082	07/08/10	06	CHEN, CONNIE	030	OTHER SERV. & OPER.EX	\$2,000.00
210083	07/08/10	06	SOURAPAS, CONNIE	030	PAY IN LIEU OF TRANS	\$1,800.00
210084	07/08/10	06	ECKERT, EDWARD AND/O	030	OTHER SERV. & OPER.EX	\$2,500.00
210085	07/08/10	06	FULLER, ERIC	030	OTHER SERV. & OPER.EX	\$1,500.00
210086	07/08/10	06	FOURNIER, KERRY & GA	030	OTHER SERV. & OPER.EX	\$2,500.00
210087	07/08/10	06	DOZBABA, ROLLY AND/O	030	OTHER SERV. & OPER.EX	\$2,500.00
210088	07/08/10	06	VINETZ, JOSEPH & RIN	030	OTHER SERV. & OPER.EX	\$2,500.00
210089	07/08/10	06	PAPA, MARY	030	OTHER SERV. & OPER.EX	\$2,500.00
210090	07/08/10	06	ANDREW AND/OR LISA R	030	OTHER SERV. & OPER.EX	\$2,500.00
210091	07/08/10	06	BUCCIARELLI, BOB AND	030	OTHER SERV. & OPER.EX	\$2,500.00
210092	07/08/10	03	STAPLES ADVANTAGE	020	OFFICE SUPPLIES	\$2,000.00
210093	07/08/10	03	MISSION FEDERAL CRED	001	MFCU P-CARD ACCOUNT	\$130,000.00
210094	07/08/10	03	SAN DIEGUITO UHSD CA	035	MATERIALS AND SUPPLI	\$500.00
210095	07/08/10	03	SAN DIEGUITO UHSD CA	030	MATERIALS AND SUPPLI	\$500.00
210096	07/08/10	03	SAN DIEGUITO UHSD CA	020	MATERIALS AND SUPPLI	\$2,500.00
210097	07/09/10	03	STAPLES ADVANTAGE	025	OFFICE SUPPLIES	\$2,500.00
210098	07/09/10	03	CA DEPT TOXIC SUBSTA	037	HAZARDOUS WASTE DISP	\$2,552.50
210099	07/09/10	03	COUNTY OF SAN DIEGO	037	FEES - ADMISSIONS, T	\$5,000.00
210100	07/09/10	03	RYDIN DECAL	022	PRINTING	\$1,161.88
210101	07/09/10	06	PEARSON ASSESSMENT &	030	LIC/SOFTWARE	\$711.74
210102	07/09/10	03	SAN DIEGUITO UHSD CA	014	MATERIALS AND SUPPLI	\$2,000.00
210103	07/09/10	06	DE MARCO, CAMBRIA	030	PAY IN LIEU OF TRANS	\$480.00
210104	07/12/10	03	D S WATERS OF AMERIC	001	MATERIALS AND SUPPLI	\$200.00
210105	07/12/10	03	D S WATERS OF AMERIC	003	MATERIALS AND SUPPLI	\$250.00
210106	07/12/10	03	SAN DIEGUITO UHSD CA	024	MATERIALS AND SUPPLI	\$4,000.00
210107	07/12/10	03	STAPLES ADVANTAGE	010	MATERIALS AND SUPPLI	\$1,000.00
210108	07/12/10	03	STAPLES ADVANTAGE	010	MATERIALS AND SUPPLI	\$6,000.00
210109	07/12/10	03	XEROX CORPORATION	006	MATERIALS AND SUPPLI	\$500.00
210110	07/12/10	03	STAPLES ADVANTAGE	021	DUPLICATING SUPPLIES	\$4,650.00
210111	07/12/10	03	SHELL CAR WASH & EXP	025	GASOLINE SUPPLIES	\$8,200.00
210112	07/12/10	03	STAPLES ADVANTAGE	014	DUPLICATING SUPPLIES	\$10,000.00
210113	07/12/10	03	STAPLES ADVANTAGE	012	MATERIALS AND SUPPLI	\$11,000.00
210114	07/12/10	03	OFFICE DEPOT	010	MATERIALS AND SUPPLI	\$175.79
210115	07/12/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$1,000.00
210116	07/12/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$500.00
210117	07/12/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$100.00
210118	07/12/10	06	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$150.00

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210119	07/12/10	03	ROYAL BUSINESS GROUP	008	PRINTING	\$28.28
210120	07/12/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$2,000.00
210121	07/12/10	03	DATEL SYSTEMS INC	008	MATERIALS AND SUPPLI	\$48.94
210122	07/12/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$1,000.00
210123	07/12/10	03	FREY SCIENTIFIC CO	008	MATERIALS AND SUPPLI	\$715.25
210124	07/12/10	03	HOME DEPOT	008	MATERIALS AND SUPPLI	\$200.00
210125	07/12/10	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$5,000.00
210126	07/12/10	06	DELL COMPUTER CORPOR	030	MAT/SUP/EQUIP TECHNO	\$4,499.04
210127	07/12/10	03	AUDIOMETRICS	030	REPAIRS BY VENDORS	\$400.00
210128	07/12/10	03	XEROX CORPORATION	014	DUPLICATING SUPPLIES	\$500.00
210129	07/12/10	03	FEDEX OFFICE	026	PRINTING	\$400.00
210130	07/12/10	03	SAN DIEGUITO TROPHY	020	MATERIALS AND SUPPLI	\$200.00
210131	07/12/10	03	LEUCADIA PIZZERIA	020	MATERIALS AND SUPPLI	\$1,000.00
210132	07/12/10	03	FEDEX	001	COMMUNICATIONS-POSTA	\$1,000.00
210133	07/12/10	03	UNITED PARCEL SERVIC	001	COMMUNICATIONS-POSTA	\$3,000.00
210134	07/12/10	03	SAN DIEGO POSTAL	001	COMMUNICATIONS-POSTA	\$1,100.00
210135	07/12/10	06	A T & T	030	COMMUNICATIONS-TELEP	\$1,200.00
210136	07/12/10	03	BULLET LOGISTICS, IN	030	OTHER SERV.& OPER.EX	\$200.00
210137	07/12/10	06	ADVANTAGE PAYROLL SE	030	OTHER SERV.& OPER.EX	\$2,500.00
210138	07/12/10	06	OGGI'S PIZZA	030	MATERIALS AND SUPPLI	\$200.00
210139	07/12/10	03	WESTERN MICRO GRAPHI	030	REPAIRS BY VENDORS	\$800.00
210140	07/12/10	03	HOME DEPOT	035	MATERIALS AND SUPPLI	\$500.00
210141	07/12/10	03	TARGET	014	MATERIALS AND SUPPLI	\$100.00
210142	07/12/10	03	RC AWARDS	014	MATERIALS AND SUPPLI	\$700.00
210143	07/13/10	06	P S BUSINESS PARKS,	030	RENTS & LEASES	\$36,000.00
210144	07/13/10	06	BEST MAINTENANCE	030	OTHER SERV.& OPER.EX	\$5,000.00
210145	07/13/10	03	AMBIUS INC	025	OTHER SERV.& OPER.EX	\$1,020.00
210146	07/13/10	03	ANTIMITE ASSOCIATES	025	PEST CONTROL	\$16,000.00
210147	07/13/10	03	CINTAS	025	OTHER SERV.& OPER.EX	\$2,282.28
210148	07/13/10	03	EDCO DISPOSAL CORPOR	025	RUBBISH DISPOSAL	\$90,000.00
210149	07/13/10	03	FIELDTURF USA, INC.	025	REPAIRS BY VENDORS	\$4,000.00
210150	07/13/10	03	GUARDIAN ELEVATOR	025	REPAIRS BY VENDORS	\$28,500.00
210151	07/13/10	03	SIMPLEX-GRINNELL LP	025	OTHER SERV.& OPER.EX	\$77,549.56
210152	07/13/10	03	UNITED HEALTH SUPPLI	010	MATERIALS AND SUPPLI	\$58.53
210153	07/13/10	03	D S WATERS OF AMERIC	025	MATERIALS AND SUPPLI	\$150.00
210154	07/13/10	11	D S WATERS OF AMERIC	009	MATERIALS AND SUPPLI	\$300.00
210156	07/13/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$4,669.00
210157	07/13/10	11	PENN/HEAD RACQUET SP	009	MATERIALS AND SUPPLI	\$1,200.00
210158	07/13/10	11	FREE FORM CLAY & SUP	009	MATERIALS AND SUPPLI	\$2,500.00
210159	07/13/10	11	FOX POINT FARMS	009	MATERIALS AND SUPPLI	\$1,800.00
210160	07/13/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$5,353.00
210161	07/13/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$1,156.00
210162	07/13/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$5,283.00
210163	07/13/10	03	CUSTODIAL PLUS SERVI	025	REPAIRS BY VENDORS	\$35,210.00
210164	07/13/10	03	SCHOOL SERVICES OF C	021	PROF/CONSULT./OPER E	\$2,660.00
210165	07/13/10	03	STAPLES ADVANTAGE	010	DUPLICATING SUPPLIES	\$10,000.00
210166	07/13/10	03	COX COMMUNICATIONS	035	COMMUNICATIONS-TELEP	\$720.00
210167	07/13/10	03	TECHNOFIT, INC.	014	REPAIRS BY VENDORS	\$3,395.50
210168	07/13/10	03	JSTOR, A PART OF ITH	014	A/V CONTRACT	\$2,500.00
210169	07/13/10	25-18	MURDOCH, WALRATH & H	021	LEGAL EXPENSE	\$13,500.00
210170	07/13/10	03	MURDOCH, WALRATH & H	021	PROF/CONSULT./OPER E	\$13,500.00
210171	07/13/10	03	ROMANO, LAURA	021	LEGAL EXP-BUSINESS	\$5,000.00
210172	07/13/10	03/06	STUTZ, ARTIANO, SHI	021	LEGAL EXP-BUSINESS	\$100,000.00
210173	07/13/10	03/06	ATKINSON, ANDELSON,	021	LEGAL EXPENSE	\$130,000.00
210174	07/13/10	03	DISNEY EDUCATIONAL P	008	MATERIALS AND SUPPLI	\$105.34

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210175	07/14/10	03	FOLLETT EDUCATIONAL	013	MATERIALS AND SUPPLI	\$1,087.50
210176	07/14/10	03	D S WATERS OF AMERIC	008	MATERIALS AND SUPPLI	\$250.00
210177	07/14/10	11	STAPLES ADVANTAGE	009	MATERIALS AND SUPPLI	\$200.00
210178	07/14/10	11	STAPLES ADVANTAGE	009	OFFICE SUPPLIES	\$1,000.00
210179	07/14/10	11	STAPLES ADVANTAGE	009	MATERIALS AND SUPPLI	\$250.00
210180	07/14/10	03	DOOR SERVICE & REPAI	025	REPAIRS BY VENDORS	\$2,240.00
210181	07/14/10	25-19	TUFF SHED	025	NON-CAPITALIZED IMPR	\$13,219.00
210182	07/14/10	25-19	MARK'S BOBCAT SERVIC	025	NON-CAPITALIZED IMPR	\$1,850.00
210183	07/14/10	25-19	HIDDEN VALLEY PUMP S	025	NON-CAPITALIZED IMPR	\$8,789.47
210184	07/14/10	03	XEROX CORPORATION	001	RENTS & LEASES	\$14,090.10
210185	07/14/10	25-19	DOOR SERVICE & REPAI	025	NON CAPITALIZED EQUI	\$1,279.00
210186	07/14/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$9,299.00
210187	07/14/10	25-19	LINC LIGHTING & ELEC	025	NON-CAPITALIZED IMPR	\$5,907.45
210188	07/14/10	03	URBAN TREE CARE, INC	025	OTHER SERV.& OPER.EX	\$1,384.00
210189	07/14/10	06	XEROX CORPORATION	030	RENTS & LEASES	\$2,688.32
210190	07/14/10	25-19	D A D ASPHALT	025	REPAIRS BY VENDORS	\$3,005.25
210191	07/14/10	25-19	D A D ASPHALT	025	NEW CONSTRUCTION	\$7,852.00
210192	07/14/10	14	D A D ASPHALT	025	REPAIRS BY VENDORS	\$7,383.45
210193	07/14/10	03	XEROX CORPORATION	024	RENTS & LEASES	\$4,341.12
210194	07/14/10	25-19	STANDARD DRYWALL,	025	NON-CAPITALIZED IMPR	\$2,500.00
210195	07/14/10	03	XEROX CORPORATION	014	RENTS & LEASES	\$2,848.80
210196	07/14/10	03	NORTH COUNTY TIMES	021	MATERIALS AND SUPPLI	\$81.00
210197	07/14/10	03	U S POSTAL SERVICE	001	COMMUNICATIONS-POSTA	\$70,000.00
210198	07/14/10	03	FOLLETT EDUCATIONAL	014	MATERIALS AND SUPPLI	\$4,908.76
210199	07/14/10	03	FOLLETT EDUCATIONAL	004	MATERIALS AND SUPPLI	\$422.49
210200	07/14/10	03	FOLLETT EDUCATIONAL	012	MATERIALS AND SUPPLI	\$952.65
210201	07/14/10	03	FOLLETT EDUCATIONAL	013	MATERIALS AND SUPPLI	\$2,688.84
210202	07/14/10	03	FOLLETT EDUCATIONAL	005	MATERIALS AND SUPPLI	\$3,292.95
210203	07/14/10	03	GLENCOE-MACMILLAN/MC	014	MATERIALS AND SUPPLI	\$3,256.48
210204	07/14/10	03	GLENCOE-MACMILLAN/MC	010	MATERIALS AND SUPPLI	\$5,625.90
210205	07/14/10	03	GLENCOE-MACMILLAN/MC	013	MATERIALS AND SUPPLI	\$5,545.93
210206	07/14/10	03	GLENCOE-MACMILLAN/MC	005	MATERIALS AND SUPPLI	\$1,678.65
210207	07/14/10	06	XEROX CORPORATION	030	RENTS & LEASES	\$1,828.10
210208	07/14/10	03	XEROX CORPORATION	030	RENTS & LEASES	\$3,133.97
210209	07/14/10	03	XEROX CORPORATION	010	RENTS & LEASES	\$16,321.90
210210	07/14/10	03	XEROX CORPORATION	005	COPIER OVERAGE CHGS	\$21,510.56
210211	07/14/10	25-19	L B CONCRETE	025	NON-CAPITALIZED IMPR	\$3,120.00
210212	07/14/10	03	XEROX CORPORATION	008	RENTS & LEASES	\$19,976.78
210213	07/14/10	03	XEROX CORPORATION	014	RENTS & LEASES	\$25,095.54
210214	07/15/10	03	SIEMENS INDUSTRY, IN	025	OTHER SERV.& OPER.EX	\$38,564.00
210215	07/15/10	25-19	SEASIDE HEATING AND	025	NON-CAPITALIZED IMPR	\$2,399.00
210216	07/15/10	03	EXPRESS PRINT	014	PRINTING	\$3,000.00
210217	07/15/10	03	D S WATERS OF AMERIC	010	MATERIALS AND SUPPLI	\$175.00
210218	07/15/10	14	SO CAL GLAZING	025	REPAIRS BY VENDORS	\$11,571.00
210219	07/15/10	03	PROJECTOR LAMP EXPER	013	MATERIALS AND SUPPLI	\$1,606.13
210220	07/15/10	03	ONE STOP TONER AND I	013	MATERIALS AND SUPPLI	\$173.98
210221	07/15/10	03	FLINN SCIENTIFIC INC	008	MATERIALS AND SUPPLI	\$412.79
210222	07/15/10	03	AMERICAN CHEMICAL &	008	MATERIALS AND SUPPLI	\$230.00
210223	07/15/10	03	COSTCO CARLSBAD	008	MATERIALS AND SUPPLI	\$304.48
210225	07/15/10	03	XEROX CORPORATION	005	RENTS & LEASES	\$5,891.25
210226	07/15/10	03	XEROX CORPORATION	013	RENTS & LEASES	\$3,565.78
210227	07/15/10	03	XEROX CORPORATION	008	RENTS & LEASES	\$245.75
210228	07/15/10	03	XEROX CORPORATION	010	RENTS & LEASES	\$7,467.02
210229	07/15/10	03	XEROX CORPORATION	010	RENTS & LEASES	\$730.86
210230	07/15/10	13	XEROX CORPORATION	031	RENTS & LEASES	\$3,199.06

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PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
210231	07/15/10	03	XEROX CORPORATION	006	RENTS & LEASES	\$3,643.82
210232	07/15/10	03	XEROX CORPORATION	004	RENTS & LEASES	\$3,675.66
210233	07/15/10	03	XEROX CORPORATION	022	RENTS & LEASES	\$4,188.95
210234	07/15/10	03	XEROX CORPORATION	010	RENTS & LEASES	\$29,388.47
210235	07/15/10	03	XEROX CORPORATION	013	RENTS & LEASES	\$20,263.32
210236	07/15/10	03	XEROX CORPORATION	005	RENTS & LEASES	\$29,161.83
210237	07/15/10	03/06	XEROX CORPORATION	024	RENTS & LEASES	\$3,466.58
210238	07/15/10	03	XEROX CORPORATION	007	RENTS & LEASES	\$3,435.73
210239	07/15/10	03	XEROX CORPORATION	021	RENTS & LEASES	\$7,596.08
210240	07/15/10	11	XEROX CORPORATION	009	RENTS & LEASES	\$4,706.93
210241	07/15/10	06	XEROX CORPORATION	028	RENTS & LEASES	\$3,732.11
210242	07/15/10	03	XEROX CORPORATION	025	RENTS & LEASES	\$3,515.15
210243	07/16/10	03	D S WATERS OF AMERIC	008	MATERIALS AND SUPPLI	\$200.00
210244	07/16/10	11	POSTMASTER	009	COMMUNICATIONS-POSTA	\$27,500.00
210245	07/16/10	11	SAN DIEGUITO PRINTER	009	PRINTING	\$30,000.00
210246	07/16/10	03	HOLT MCDOUGAL	010	TEXTBOOKS	\$574.44
210247	07/16/10	03	PRENTICE HALL/REGENT	010	TEXTBOOKS	\$557.77
210248	07/16/10	03	FOLLETT EDUCATIONAL	012	TEXTBOOKS	\$5,747.44
210249	07/16/10	03	FOLLETT EDUCATIONAL	005	TEXTBOOKS	\$105.49
210250	07/16/10	03	FOLLETT EDUCATIONAL	008	TEXTBOOKS	\$2,499.08
210251	07/16/10	03	FOLLETT EDUCATIONAL	014	TEXTBOOKS	\$7,389.56
210252	07/16/10	03	PRENTICE HALL/REGENT	008	TEXTBOOKS	\$2,830.14
210253	07/16/10	03	HOLT MCDOUGAL	014	TEXTBOOKS	\$16,583.34
210254	07/16/10	03	FOLLETT EDUCATIONAL	010	MATERIALS AND SUPPLI	\$8,544.11
210255	07/16/10	03	FOLLETT EDUCATIONAL	003	TEXTBOOKS	\$15,944.65
210256	07/16/10	03	FOLLETT EDUCATIONAL	010	TEXTBOOKS	\$19,763.57
210257	07/16/10	11	AMERICAN COUNCIL ON	009	MATERIALS AND SUPPLI	\$3,000.00
210259	07/19/10	03	FILINGSUPPLIES.COM	030	OFFICE SUPPLIES	\$1,352.09
210260	07/19/10	03	FARONICS TECHNOLOGIE	035	A/V CONTRACT	\$13,883.45
210261	07/19/10	03	AREY JONES EDUCATION	012	NON CAPITALIZED EQUI	\$1,285.43
210262	07/19/10	03	C S B A	020	CONFERENCE,WORKSHOP,	\$3,269.00
210263	07/19/10	03	C O D E S P	026	DUES AND MEMBERSHIPS	\$1,750.00
210264	07/19/10	03	RALPHS GROCERY COMPA	030	MATERIALS AND SUPPLI	\$200.00
210265	07/19/10	03	AMERICAN CHEMICAL &	003	MATERIALS AND SUPPLI	\$500.00
210266	07/19/10	03	COSTCO CARLSBAD	014	MATERIALS AND SUPPLI	\$750.00
210267	07/19/10	03	JOSTENS, INC.	014	MATERIALS AND SUPPLI	\$2,500.00
210268	07/19/10	03	CALSTRS/JEM	022	PROF/CONSULT./OPER E	\$8,400.00
210269	07/20/10	03	J P TRADING	014	TEXTBOOKS	\$215.33
210270	07/20/10	03	CENGAGE LEARNING	010	TEXTBOOKS	\$3,767.34
210271	07/20/10	03	GLENCOE-MACMILLAN/MC	010	TEXTBOOKS	\$1,229.06
210272	07/20/10	03	PRENTICE HALL/REGENT	014	TEXTBOOKS	\$11,394.74
210273	07/20/10	03	PRENTICE HALL/REGENT	004	TEXTBOOKS	\$1,436.84
210274	07/20/10	03	PRENTICE HALL/REGENT	010	TEXTBOOKS	\$8,858.13
210275	07/20/10	03	T C I	012	TEXTBOOKS	\$890.63
210276	07/20/10	03	FOLLETT EDUCATIONAL	012	TEXTBOOKS	\$6,185.05
210277	07/20/10	11	E T S - GED ESSAY SC	009	TEST SCORING	\$1,500.00
210278	07/20/10	11	CA DEPT OF EDUCATION	009	TEST SCORING	\$500.00
210279	07/20/10	13	ECONOMY RESTAURANT S	013	MATERIALS AND SUPPLI	\$352.63
210280	07/20/10	13	ECONOMY RESTAURANT S	031	NON CAPITALIZED EQUI	\$4,236.48
210281	07/20/10	11	EDUCATION TO GO	009	PROF/CONSULT./OPER E	\$8,000.00
210282	07/20/10	03	STAPLES ADVANTAGE	004	DUPLICATING SUPPLIES	\$5,000.00
210283	07/20/10	03	STAPLES ADVANTAGE	013	DUPLICATING SUPPLIES	\$7,000.00
210284	07/20/10	06	D S WATERS OF AMERIC	028	OTHER TRANSPORT.SUPP	\$1,500.00
210285	07/20/10	03	HOME DEPOT	012	MATERIALS AND SUPPLI	\$200.00
210286	07/20/10	03	SAN DIEGO DIGITAL SO	003	MATERIALS AND SUPPLI	\$2,000.00

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 07/06/10 THRU 07/29/10

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PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
210287	07/20/10	06	STATE BOARD OF EQUAL	028	FEES - ADMISSIONS, T	\$1,800.00
210288	07/20/10	06	STATE BOARD OF EQUAL	028	FEES - ADMISSIONS, T	\$550.00
210289	07/20/10	03	STAPLES ADVANTAGE	026	MATERIALS AND SUPPLI	\$500.00
210290	07/20/10	03	STAPLES ADVANTAGE	026	MATERIALS AND SUPPLI	\$500.00
210291	07/20/10	03	STAPLES ADVANTAGE	026	MATERIALS AND SUPPLI	\$1,700.00
210292	07/21/10	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$1,000.00
210293	07/21/10	03	XEROX CORPORATION	010	RENTS & LEASES	\$382.32
210294	07/21/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$19,111.78
210295	07/21/10	06	EN POINTE TECHNOLOGI	030	LIC/SOFTWARE	\$255.94
210296	07/21/10	03	K L M BIOSCIENTIFIC	012	MATERIALS AND SUPPLI	\$200.00
210297	07/21/10	06	ADVANCED RADIATOR, I	028	REPAIRS BY VENDORS	\$1,700.00
210298	07/21/10	06	AUTO GLASS BY ROBERT	028	REPAIRS BY VENDORS	\$1,400.00
210299	07/21/10	03	SANDWICH QUEEN, THE	026	MATERIALS AND SUPPLI	\$150.00
210300	07/21/10	06	PROMOSTITCH, INC	028	OTHER TRANSPORT.SUPP	\$4,500.00
210301	07/21/10	06	S AND R TOWING INC	028	OTHER SERV.& OPER.EX	\$2,500.00
210302	07/21/10	06	STAPLES ADVANTAGE	028	OFFICE SUPPLIES	\$2,000.00
210303	07/21/10	06	WESELOH CHEVROLET CO	028	MATERIALS-REPAIRS	\$2,500.00
210305	07/21/10	06	DION INTERNATIONAL	028	MATERIALS-REPAIRS	\$3,000.00
210306	07/21/10	06	WESTAIR GASES & EQUI	028	RENTS & LEASES	\$1,240.00
210308	07/23/10	03	MISSION FEDERAL CRED	025	BLDG.-REPAIR MATERIA	\$138.59
210309	07/23/10	03	RALPHS GROCERY COMPA	012	MATERIALS AND SUPPLI	\$600.00
210310	07/23/10	03	FEDEX OFFICE	014	PRINTING	\$175.00
210311	07/23/10	06	CRISIS PREVENTION IN	030	DUES AND MEMBERSHIPS	\$100.00
210312	07/23/10	06	CREATIVE BUS SALES/E	028	MATERIALS-REPAIRS	\$3,427.96
210313	07/23/10	03	BARNHART-BALFOUR BEA	021	CONFERENCE,WORKSHOP,	\$660.00
210314	07/23/10	03	XEROX CORPORATION	012	REPAIRS BY VENDORS	\$275.50
210315	07/23/10	03	XEROX CORPORATION	001	RENTS & LEASES	\$4,721.45
210316	07/23/10	03	XEROX CORPORATION	008	RENTS & LEASES	\$13,919.60
210317	07/23/10	03	SMART AND FINAL CORP	008	MATERIALS AND SUPPLI	\$50.00
210318	07/23/10	03	SEHI-PROCOMP COMPUTE	013	MAT/SUP/EQUIP TECHNO	\$1,759.74
210319	07/23/10	03	AMERICAN CHEMICAL &	004	MATERIALS AND SUPPLI	\$150.00
210320	07/23/10	03	AMERICAN CHEMICAL &	004	MATERIALS AND SUPPLI	\$150.00
210321	07/23/10	03	SEHI-PROCOMP COMPUTE	010	MATERIALS AND SUPPLI	\$195.46
210322	07/23/10	03	SMART AND FINAL CORP	004	MATERIALS AND SUPPLI	\$400.00
210323	07/23/10	03	STAPLES ADVANTAGE	010	MATERIALS AND SUPPLI	\$284.69
210324	07/23/10	03	STAPLES ADVANTAGE	024	MATERIALS AND SUPPLI	\$500.00
210325	07/23/10	06	CHEVRON U S A, INC	028	FUEL	\$3,000.00
210326	07/23/10	06	CA DEPT OF EDUCATION	024	MATERIALS AND SUPPLI	\$104.61
210327	07/23/10	03	VON'S GROCERY COMPAN	003	MATERIALS AND SUPPLI	\$100.00
210328	07/23/10	03	HERFF JONES	013	MATERIALS AND SUPPLI	\$1,600.00
210329	07/23/10	03	VON'S GROCERY COMPAN	003	MATERIALS AND SUPPLI	\$150.00
210330	07/23/10	06	NAPA AUTO PARTS	028	MATERIALS-REPAIRS	\$25,500.00
210331	07/23/10	06	CREATIVE BUS SALES/E	028	MATERIALS-REPAIRS	\$6,500.00
210332	07/23/10	06	A Z BUS SALES INC	028	MATERIALS-REPAIRS	\$20,000.00
210333	07/23/10	03	COSTCO CARLSBAD	026	MATERIALS AND SUPPLI	\$150.00
210334	07/23/10	06	COOK, CHRISTINA	030	OTHER SERV.& OPER.EX	\$4,700.00
210335	07/23/10	06	MANLEY, WILLIAM	030	OTHER SERV.& OPER.EX	\$500.00
210336	07/23/10	03	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$8,998.09
210337	07/23/10	06	DELL COMPUTER CORPOR	035	MAT/SUP/EQUIP TECHNO	\$1,124.76
210338	07/26/10	03	SAN DIEGUITO SPORTS	001	PROF/CONSULT./OPER E	\$22,528.64
210339	07/26/10	03	SAN DIEGUITO SPORTS	001	PROF/CONSULT./OPER E	\$22,528.64
210340	07/26/10	03	SAN DIEGUITO SPORTS	001	PROF/CONSULT./OPER E	\$33,792.96
210341	07/26/10	03	SAN DIEGUITO SPORTS	001	PROF/CONSULT./OPER E	\$33,792.96
210342	07/26/10	03	C S B A	020	DUES AND MEMBERSHIPS	\$14,035.00
210343	07/26/10	06	SORRENTO VALLEY RACQ	030	DUES AND MEMBERSHIPS	\$2,925.00

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 07/06/10 THRU 07/29/10

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PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
210344	07/26/10	03	SAN DIEGUITO UHSD CA	014	MATERIALS AND SUPPLI	\$900.00
210345	07/26/10	06	DELL COMPUTER CORPOR	030	MAT/SUP/EQUIP TECHNO	\$1,124.76
210346	07/27/10	03	PACWEST AIR FILTER	025	BLDG.-REPAIR MATERIA	\$2,403.54
210349	07/27/10	06	NEXTEL COMMUNICATION	028	COMMUNICATIONS-TELEP	\$20,000.00
210350	07/27/10	03	VERIZON CELLULAR - S	025	COMMUNICATIONS-TELEP	\$35,000.00
210351	07/27/10	03	NEXTEL COMMUNICATION	025	COMMUNICATIONS-TELEP	\$25,000.00
210352	07/27/10	13	DON LEE FARMS / GOOD	031	PURCHASES FOOD	\$3,000.00
210353	07/27/10	13	HI-WEST FOODS INC	031	PURCHASES FOOD	\$1,500.00
210354	07/27/10	13	SMART AND FINAL CORP	031	PURCHASES FOOD	\$2,000.00
210355	07/27/10	13	PIERRE FOODS INC	031	PURCHASES FOOD	\$5,000.00
210356	07/27/10	13	CA DEPT OF ED-FOOD D	031	PURCHASES FOOD	\$7,700.00
210357	07/27/10	13	STAPLES ADVANTAGE	031	MATERIALS AND SUPPLI	\$3,500.00
210358	07/27/10	13	COUNTY OF SAN DIEGO	031	OTHER SERV.& OPER.EX	\$3,000.00
210359	07/27/10	13	P C S REVENUE CONTRO	031	OTHER SERV.& OPER.EX	\$4,500.00
210360	07/27/10	13	SHELL OIL (TEXACO)	031	FUEL	\$2,000.00
210361	07/27/10	13	OAK CREST MIDDLE SCH	031	OTHER SERV.& OPER.EX	\$903.00
210362	07/27/10	13	DIEGUENO MIDDLE SCHO	031	OTHER SERV.& OPER.EX	\$1,407.00
210363	07/27/10	13	KINGS DELIGHT	031	PURCHASES FOOD	\$10,000.00
210364	07/27/10	13	LAND O' LAKES INC	031	PURCHASES FOOD	\$11,000.00
210365	07/27/10	13	NEWPORT FARMS INC	031	PURCHASES FOOD	\$63,000.00
210366	07/27/10	03	RANCHO SANTA FE SEC	025	OTHER SERV.& OPER.EX	\$33,040.40
210367	07/27/10	03	PATHWAY COMMUNICATIO	035	MAT/SUP/EQUIP TECHNO	\$12,132.15
210368	07/27/10	03	PATHWAY COMMUNICATIO	035	NON CAPITALIZED EQUI	\$62,209.00
210369	07/27/10	13	LUNCHBYTE SYSTEMS IN	031	OTHER SERV.& OPER.EX	\$220.00
210370	07/27/10	03	DELL COMPUTER CORPOR	035	MATERIALS AND SUPPLI	\$440.11
210371	07/28/10	03	DELL COMPUTER CORPOR	012	MATERIALS AND SUPPLI	\$166.38
210372	07/28/10	06	EASE WAY SAFETY SERV	030	MATERIALS AND SUPPLI	\$257.55
210373	07/28/10	03	ACCUVANT, INC.	035	A/V CONTRACT	\$1,034.60
210374	07/28/10	03	ACCUVANT, INC.	035	TECHNOLOGY EQUIPMENT	\$10,636.09
210375	07/28/10	06	R F B & D RECORDING	030	DUES AND MEMBERSHIPS	\$350.00
210376	07/28/10	06	UNION TRIBUNE PUBLIS	030	MATERIALS AND SUPPLI	\$209.94
210377	07/28/10	03	ENCINITAS GLASS COMP	025	REPAIRS BY VENDORS	\$2,179.87
210378	07/29/10	03	REYNOLDS CONSULTING	037	PROF/CONSULT./OPER E	\$30,000.00
210379	07/29/10	03	VIRCO MANUFACTURING	003	MATERIALS AND SUPPLI	\$2,857.52
210380	07/29/10	03	MISSION FEDERAL CRED	025	BLDG.-REPAIR MATERIA	\$469,100.00
210381	07/29/10	03	DOOR SERVICE & REPAI	025	REPAIRS BY VENDORS	\$1,257.00
210382	07/29/10	03	BARRETT ROBINSON INC	008	MATERIALS AND SUPPLI	\$291.12
210383	07/29/10	03	MISSION FEDERAL CRED	026	MATERIALS AND SUPPLI	\$162.04
210384	07/29/10	03/06	SCHOLASTIC INC	035	A/V CONTRACT	\$217,053.99
610001	07/26/10	03	SOUTHLAND ENVELOPE C	001	STORES	\$711.23

REPORT TOTAL

\$3,220,173.29

ITEM 15H

INSTANT MONEY REPORT FOR THE PERIOD 07/06/2010 THROUGH 07/29/2010

<i>Check #</i>	<i>Vendor</i>	<i>Amount</i>
10472	US POSTMASTER	\$200.00
10473	FEDEX	\$127.25
	<i>Total</i>	\$327.25

ITEM 15H

Individual Membership Listings
For the Period of July 6, 2010 through July 29, 2010

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
Tjitske Zitman	Crisis Prevention Institute	\$100.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 23, 2010

BOARD MEETING DATE: August 10, 2010

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

SUBJECT: EMPLOYMENT CONTRACTS / ASSOCIATE
SUPERINTENDENTS

.....

EXECUTIVE SUMMARY

Attached are employment contracts for the Associate Superintendents of Human Resources, Educational Services and Business Services. The contracts are for a period of four years, commencing July 1, 2010, and continuing through June 20, 2014.

RECOMMENDATION:

It is recommended that the Board approve the employment contracts for the Associate Superintendents of Human Resources, Educational Services and Business Services for a period of four years, commencing July 1, 2010, and continuing through June 20, 2014.

FUNDING SOURCE:

Not applicable

KN/bb

ITEM 16

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of August, 2010, by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, acting by and through the Board of Trustees of the district, and ERIC R. DILL, hereinafter referred to as the Associate Superintendent of Business Services, supersedes any and all prior agreements between the parties hereto for the purposes hereof.

WITNESSETH

The District agrees to employ, and does hereby employ Mr. ERIC R. DILL as Associate Superintendent of Business Services for said district for a term of four (4) years, the term of said employment to commence on August 1, 2010, and to continue until July 31, 2014, a basic yearly compensation of One Hundred Sixty Two Thousand, Two Hundred Sixty Five Dollars (\$162,265.00) which is inclusive of no longevity increments. Additional compensation may be granted for future school years under this agreement as may be agreed upon by the parties hereto. Compensation shall be paid in monthly installments on the last working day of each calendar month (except March which will be March 30th or the last working day of March, and December which will be the last working day before schools of the District close to observe the Winter Break).

It is further mutually understood and agreed by and between the parties hereto as follows:

1. That the Associate Superintendent of Business Services accepts said employment for the term and at the compensation above stated and agrees to perform the duties of Associate Superintendent of Business Services of the San Dieguito Union High School District of San Diego County, whether such duties are imposed by law or required by the district.
2. That the Associate Superintendent of Business Services will receive all fringe benefits of employment granted to other management employees of the district.
3. That the district agrees to pay the actual and necessary traveling expenses incurred by the Associate Superintendent of Business Services when performing services for said district outside the district at the direction of said Board of Trustees and when attending state, national or other conferences at the direction of said Board of Trustees.
4. That the Associate Superintendent of Business Services shall have on file in the office of the County Superintendent of Schools any and all certificates required by law to be so filed in order to hold the said position of Associate Superintendent of Business Services of San Dieguito Union High School District of San Diego County.
5. That the Associate Superintendent of Business Services shall, under the direction of the District Superintendent, carry out all responsibilities outlined in the Board-adopted job description for the Associate Superintendent of Business Services.

ITEM 16

6. That the Associate Superintendent of Business Services shall devote his full time to the performance of the duties of Associate Superintendent of Business Services; provided, however, that the Associate Superintendent of Business Services Shall be allowed an annual vacation of twenty-four(24) days with full pay exclusive of holidays to be taken at any time agreeable to both parties. Upon termination, the Associate Superintendent of Business Services shall be compensated for all unused vacation up to forty-eight (48) days at the rate of compensation earned by the Associate Superintendent of Business Services at the time of termination.
7. That the District shall evaluate the Associate Superintendent of Business Services performance not later than December of each year of this agreement and advise the Associate Superintendent of Business Services of the result thereof.
8. That the terms of this agreement are subject to change by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the said San Dieguito Union High School District of San Diego County, State of California, has caused its corporate name to be signed by its President and Clerk, who are thereunto duly authorized, and the Associate Superintendent of Business Services has signed his name, the day and year first above written.

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

By: _____
President of its Board of Trustees

By: _____
Clerk of its Board of Trustees

By: _____
Eric R. Dill

ITEM 16

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of August, 2010, by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, acting by and through the Board of Trustees of the district, and TERRY KING, hereinafter referred to as the Associate Superintendent of Human Resources, supersedes any and all prior agreements between the parties hereto for the purposes hereof.

WITNESSETH

The District agrees to employ, and does hereby employ Ms. Terry King as Associate Superintendent of Human Resources for said district for a term of four (4) years, the term of said employment to commence on August 1, 2010, and to continue until July 31, 2014, a basic yearly compensation of One Hundred Sixty Two Thousand, Two Hundred Sixty Five Dollars (\$162,265.00) which is inclusive of no longevity increments. Additional compensation may be granted for future school years under this agreement as may be agreed upon by the parties hereto. Compensation shall be paid in monthly installments on the last working day of each calendar month (except March which will be March 30th or the last working day of March, and December which will be the last working day before schools of the District close to observe the Winter Break).

It is further mutually understood and agreed by and between the parties hereto as follows:

1. That the Associate Superintendent of Human Resources accepts said employment for the term and at the compensation above stated and agrees to perform the duties of Associate Superintendent of Human Resources of the San Dieguito Union High School District of San Diego County, whether such duties are imposed by law or required by the district.
2. That the Associate Superintendent of Human Resources will receive all fringe benefits of employment granted to other management employees of the district.
3. That the district agrees to pay the actual and necessary traveling expenses incurred by the Associate Superintendent of Human Resources when performing services for said district outside the district at the direction of said Board of Trustees and when attending state, national or other conferences at the direction of said Board of Trustees.
4. That the Associate Superintendent of Human Resources shall have on file in the office of the County Superintendent of Schools any and all certificates required by law to be so filed in order to hold the said position of Associate Superintendent of Human Resources of San Dieguito Union High School District of San Diego County.
5. That the Associate Superintendent of Human Resources shall, under the direction of the District Superintendent, carry out all responsibilities outlined in the Board-adopted job description for the Associate Superintendent of Human Resources.

ITEM 16

6. That the Associate Superintendent of Human Resources shall devote his full time to the performance of the duties of Associate Superintendent of Human Resources; provided, however, that the Associate Superintendent of Human Resources Shall be allowed an annual vacation of twenty-four(24) days with full pay exclusive of holidays to be taken at any time agreeable to both parties. Upon termination, the Associate Superintendent of Human Resources shall be compensated for all unused vacation up to forty-eight (48) days at the rate of compensation earned by the Associate Superintendent of Human Resources at the time of termination.
7. That the District shall evaluate the Associate Superintendent of Human Resources performance not later than December of each year of this agreement and advise the Associate Superintendent of Human Resources of the result thereof.
8. That the terms of this agreement are subject to change by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the said San Dieguito Union High School District of San Diego County, State of California, has caused its corporate name to be signed by its President and Clerk, who are thereunto duly authorized, and the Associate Superintendent of Human Resources has signed his name, the day and year first above written.

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

By: _____
President of its Board of Trustees

By: _____
Clerk of its Board of Trustees

By: _____
Terry King

ITEM 16

AGREEMENT

THIS AGREEMENT made and entered into this 10th day of August, 2010, by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, acting by and through the Board of Trustees of the district, and RICK SCHMITT, hereinafter referred to as the Associate Superintendent of Educational Services, supersedes any and all prior agreements between the parties hereto for the purposes hereof.

WITNESSETH

The District agrees to employ, and does hereby employ Mr. RICK SCHMITT as Associate Superintendent of Educational Services for said district for a term of four (4) years, the term of said employment to commence on August 1, 2010, and to continue until July 31, 2014, a basic yearly compensation of One Hundred Sixty Two Thousand, Two Hundred Sixty Five Dollars (\$162,265.00) which is inclusive of no longevity increments. Additional compensation may be granted for future school years under this agreement as may be agreed upon by the parties hereto. Compensation shall be paid in monthly installments on the last working day of each calendar month (except March which will be March 30th or the last working day of March, and December which will be the last working day before schools of the District close to observe the Winter Break).

It is further mutually understood and agreed by and between the parties hereto as follows:

1. That the Associate Superintendent of Educational Services accepts said employment for the term and at the compensation above stated and agrees to perform the duties of Associate Superintendent of Educational Services of the San Dieguito Union High School District of San Diego County, whether such duties are imposed by law or required by the district.
2. That the Associate Superintendent of Educational Services will receive all fringe benefits of employment granted to other management employees of the district.
3. That the district agrees to pay the actual and necessary traveling expenses incurred by the Associate Superintendent of Educational Services when performing services for said district outside the district at the direction of said Board of Trustees and when attending state, national or other conferences at the direction of said Board of Trustees.
4. That the Associate Superintendent of Educational Services shall have on file in the office of the County Superintendent of Schools any and all certificates required by law to be so filed in order to hold the said position of Associate Superintendent of Educational Services of San Dieguito Union High School District of San Diego County.

ITEM 16

5. That the Associate Superintendent of Educational Services shall, under the direction of the District Superintendent, carry out all responsibilities outlined in the Board-adopted job description for the Associate Superintendent of Educational Services.
6. That the Associate Superintendent of Educational Services shall devote his full time to the performance of the duties of Associate Superintendent of Educational Services; provided, however, that the Associate Superintendent of Educational Services Shall be allowed an annual vacation of twenty-four(24) days with full pay exclusive of holidays to be taken at any time agreeable to both parties. Upon termination, the Associate Superintendent of Educational Services shall be compensated for all unused vacation up to forty-eight (48) days at the rate of compensation earned by the Associate Superintendent of Educational Services at the time of termination.
7. That the District shall evaluate the Associate Superintendent of Educational Services performance not later than December of each year of this agreement and advise the Associate Superintendent of Educational Services of the result thereof.
8. That the terms of this agreement are subject to change by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the said San Dieguito Union High School District of San Diego County, State of California, has caused its corporate name to be signed by its President and Clerk, who are thereunto duly authorized, and the Associate Superintendent of Educational Services has signed his name, the day and year first above written.

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

By: _____
President of its Board of Trustees

By: _____
Clerk of its Board of Trustees

By: _____
Rick Schmitt

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 30, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: John Addleman, Director of Planning and
Financial Management
Eric R. Dill, Assoc. Supt. of Business Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **COMMUNITY FACILITIES DISTRICT 95-2
No. 15 / ANNEXATION OF PROPERTY /
Urania & Normandy / A 23-UNIT SINGLE
FAMILY SUBDIVISION / WARMINGTON
HOMES**

EXECUTIVE SUMMARY

Staff has been working with Warmington Residential California on behalf of Helga Fritz, Trustee of the Fritz Family Trust in order to provide adequate school facilities for their residential project. Warmington Residential California will be constructing a 23-unit subdivision in Encinitas. The project will be located at Urania Avenue and Normandy Road and will be in the Diegueño MS/La Costa Canyon HS attendance area.

The first step in the annexation process is to adopt the attached Resolution of Intention to annex certain territory into the community facilities district as shown on the attached map.

At a future board meeting, we will be presenting the necessary documents to proceed with the annexation of territory, which will require the Board to hold a public hearing regarding the annexation, adopt the resolution to annex the property into the community facilities district and call an election.

RECOMMENDATION:

It is recommended that the Board adopt the attached 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.

FUNDING SOURCE:

Not applicable

Encl: Calendar, Map, and Owners List

**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**

WHEREAS, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “School District”) has heretofore established 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 has heretofore annexed certain Territory to the District as specified in a Resolution adopted by the Board on June 5, 1997, and in a Resolution adopted by the Board on April 2, 1998, and in a Resolution adopted by the Board on May 7, 1998, and in a Resolution adopted by the Board on May 6, 1999, and in two Resolutions adopted by the Board on August 19, 1999, and in a Resolution adopted by the Board on January 18, 2001, and in a Resolution adopted by the Board on March 1, 2001, and in a Resolution adopted by the Board on June 3, 2004, and in a Resolution adopted by the Board on September 23, 2004, and in a Resolution adopted by the Board on October 21, 2004, and in a Resolution adopted by the Board on May 4, 2006; and in a Resolution adopted by the Board on November 8, 2007, and in a Resolution adopted by the Board on April 16, 2009.

WHEREAS, the Board, acting as the legislative body of the District, intends to annex certain territory to the District pursuant to Article 3.5 of the Act; and

WHEREAS, the Board intends the Annexed Territory (as defined below) to be treated the same as all other land within the District as specified in the Resolution of Formation of the Board of Trustees of the San Dieguito Union High School District Establishing Community Facilities District No. 95-2 adopted by the Board on March 21, 1996 and the Amendment to Resolutions of Formation of the Board of Trustees of the San Dieguito Union High School District Regarding Establishment of Community Facilities District Nos. 94-3 and 95-2 of the San Dieguito Union High School District adopted on July 18, 1996, (collectively, the “Resolution of Formation”), and the 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, adopted by the Board on June 5, 1997.

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 name of the existing community facilities district is “Community Facilities District No. 95-2 of the San Dieguito Union High School District.”

Section 2. The boundaries of the existing District include all land shown on the maps approved by the Board in the Resolution of Formation and recorded with the Recorder of the County of San Diego (the “County”) at book 29 page 45, book 31 page 07, book 32 page 11, book 32 page 19, book 33 page 17, book 33 page 44, book 33 page 45, book 34 page 88, book 35 page 09, book 38 page 31, book 38 page 55, book 38 page 59, book 40 page 54, book 41 page 63 and book 42 page 63 in the Book of Maps of Assessment and Community Facilities Districts. The territory proposed to be annexed (the “Annexed Territory”) is all land shown on the map designated as “Amended Map of Boundaries of Community Facilities District No. 95-2, Annexation No. 15, San Dieguito Union High School District” (the “Annexed Territory Map”) on file in the office of Secretary of the Board by this reference incorporated herein. The Annexed Territory Map, showing the new properties to be subject to a special tax levied within the District, is hereby approved and adopted. The Secretary of the Board is hereby directed to file a copy of the map with the correct and proper endorsements thereon with the Recorder of the County within 10 days after the adoption of this Resolution, as provided for in Section 3113 of the California Streets and Highways Code.

Section 3. The types of public facilities (the “Facilities”) to be provided within the existing District are described in Exhibit A attached hereto and hereby incorporated by reference. The Facilities will also be provided within the Annexed Territory. The District and the Annexed Territory will share the Facilities based on the long-term master plans prepared by the School District from time to time. The Facilities are necessary to meet increased demand imposed upon the School District and all public agencies as a result of development occurring within the Annexed Territory and the District.

Section 4. The Board seeks to incur bonded indebtedness and to levy or cause to be levied annually, on property lying within the Annexed Territory, a special tax for the purpose of constructing, acquiring and/or leasing the Facilities in accordance with the Resolution of Formation and with the rate and method of apportionment described in detail in Exhibit B to the Resolution of Formation and incorporated herein by this reference.

Section 5. Except where funds are otherwise available to acquire, lease and/or construct the Facilities, it is the intention of the Board to levy or cause to be levied annually, on property lying within the Annexed Territory and the District, a special tax sufficient to pay for the cost of acquiring, leasing and/or construction of the Facilities and to pay for the principal of and interest on the bonds proposed to be issued to finance the Facilities and all Incidental Expenses (as defined in the Act), including but not limited to replenishment of a reserve fund and remarketing, credit enhancement, liquidity facility fees, the costs of administering the levy and collection of the special tax and all other administrative costs of the tax levy and bond issue. Upon recordation of notice of a special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Annexed Territory. The lien shall continue in force and effect until the special tax is prepaid and permanently satisfied and the lien canceled in accordance with the law or until collection of the tax by the legislative body ceases. The rate and method

of apportionment of the special tax is described in detail in Exhibit B to the Resolution of Formation. The special tax is based on the projected demand for Facilities and the general benefit received from the Facilities by property within the Annexed Territory and the District. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected; provided, however, that the special tax may be collected at a different time or in a different manner if necessary to meet the financial obligations of the School District and the District.

The office responsible for preparing annually a current roll of special levy obligations and responsible for estimating further special tax levies will be:

Superintendent
San Dieguito Union High School District
710 Encinitas Blvd.
Encinitas, CA 92024
Telephone (760) 753-6491

Section 6. The amount of the annual special tax will be set on or before each August 1. In accordance with Section 53340 of the Act, properties or entities of the state, federal, or other local governments shall be exempt from the levy of the special tax. No other properties or entities are exempt from the levy of the special tax except to the extent provided in Exhibit B to the Resolution of Formation. Any land within the boundaries of the Annexed Territory devoted primarily to agriculture, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land which is included within the boundaries of the Annexed Territory and will benefit from construction or acquisition of the Facilities.

Section 7. The Board shall submit a proposition to establish or change the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the District to the qualified electors of the Annexed Territory. The proposition establishing or changing the appropriations limit shall become effective if approved by two-thirds of the qualified electors voting on the proposition and shall be adjusted for changes in the cost of living and changes in populations, as defined by subdivisions (b) and (c) of Section 7901 of the California Government Code, except that the change in population may be estimated by the legislative body in the absence of an estimate by the Department of Finance, and in accordance with Section 1 of Article XIII B of the California Constitution. For purposes of adjusting for changes in population, the population of the District shall be deemed to be at least one person during each calendar year.

Section 8. The Board deems it necessary to incur bonded indebtedness for the purposes set forth in Section 4 hereof, and has determined that the whole of the District, including the Annexed Territory, will pay for the bonded indebtedness. The maximum aggregate principal amount of debt to be authorized and incurred will be \$50,000,000. The maximum interest rate on the bonds shall be 12%, or such greater interest rate permitted by law, which interest will be payable annually or semiannually or in any other manner as permitted by law. The bonds may be issued in one or more series with each series issued for a term not to exceed thirty-five years. The proposition regarding

incurring bonded indebtedness shall be submitted to the voters at an election to be conducted by mail ballot as set forth in Section 16 of this Resolution.

Section 9. A public hearing on the annexation of the proposed territory into the District, the levying of the special tax, the proposed bond issue, the type of facilities financed by the District and all other matters set forth in this Resolution (the "Hearing") shall be held at 6:30 o'clock p.m. or as soon thereafter as practicable, on September 16, 2010, at the San Dieguito Union High School District Office Board Room, 710 Encinitas Boulevard, Encinitas, California.

Section 10. At the time and place set forth in this Resolution for the Hearing, any interested persons for or against the annexation of territory, including taxpayers, property owners and registered voters, may appear and be heard, and the testimony of all interested persons for or against the annexation of the Annexed Territory to the District, the levying of the special taxes within the Annexed Territory, the furnishing of the Facilities or the necessity of incurring bonded indebtedness will be heard and considered. Any protests may be made orally or in writing. However, any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the Secretary of the Board on or before the time fixed for the Hearing. Written protests may be withdrawn in writing at any time before the conclusion of the Hearing.

If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the District or if 50 percent or more of the registered voters or six registered voters, whichever is more, residing within the territory proposed for annexation, or if the owners of one-half or more of the area of land in the territory included in the District, or if the owners of one-half or more of the area of land in the territory proposed to be annexed, file written protests against the proposed annexation of territory to the District, and protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the Board on the issues discussed at the Hearing.

Section 11. The Secretary of the Board is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 53322 of the California Government Code in a newspaper of general circulation published in the area of the Annexed Territory, being the San Diego Union-Tribune. Such publication shall be completed at least seven days prior to the date of the Hearing.

Section 12. The Secretary of the Board is hereby directed to transmit a copy of this Resolution to the City Council of the City of Encinitas, the County of San Diego and to the Board of Supervisors of the County of San Diego.

Section 13. A special election (the "Election") is hereby called for the Annexed Territory and the Associate Superintendent of Business of the School District is hereby authorized to conduct the Election (the "Election Official") as a mail ballot election on the propositions of levying a special tax on property within the Annexed Territory, incurring bonded indebtedness for the District in a maximum aggregate principal amount of \$50,000,000 and establishing an appropriations limit for the District. The proposed propositions relative to incurring indebtedness in the maximum aggregate principal amount of \$50,000,000, the rate and method of apportionment of the special tax and establishing an appropriations limit for the District shall be combined into one ballot

proposition pursuant to Section 53353.5 of the Act. The ballot proposition is attached hereto as Exhibit C and hereby incorporated by reference. The members of the Board and their authorized representatives are, including the Election Official, and each of them acting alone is, hereby authorized to approve any changes in the ballot and any other informational materials submitted to the voters.

Section 14. The Election shall be held on September 28, 2010 to the extent that the time limit applicable to the Election is waived with the unanimous consent of the qualified electors of the proposed district and the concurrence of the Election Official conducting the Election or if such consent is not obtained or otherwise such other date determined by this Board pursuant to a subsequent resolution. The Secretary of the Board is hereby directed to provide to the Election Official within three days of the adoption of this Resolution the following: (i) a copy of this Resolution, (ii) a certified map of sufficient scale and clarity to show the boundaries of the Annexed Territory, (iii) a sufficient description to allow the Election Official to determine the boundaries of the Annexed Territory and (iv) if requested by the Election Official, assessor's parcel numbers for the land within the Annexed Territory.

Section 15. Pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Annexed Territory and each landowner who is the owner of record at the close of the Hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the Annexed Territory. An owner of record shall be the owner of land on the last equalized assessment roll or otherwise known to be the owner of the land by the School District. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 16. The ballots for the Election shall be distributed to the landowners within the Annexed Territory either by mail with return postage prepaid or by personal service by the Election Official. The Election Official may certify the proper mailing of ballots by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud. The voted ballots shall be returned to the Election Official not later than 5:00 p.m. on the day of the Election.

Section 17. Notice of the Election shall be given as required by applicable law. The Secretary of the Board is directed to give notice of the Election by publishing a copy of this Resolution (without exhibits), as it may be amended or a summary of this Resolution one time, pursuant to Section 53352 of the California Government Code, in a newspaper or newspapers of general circulation published in the area of the District, being The San Diego Union-Tribune. Except as otherwise provided in the Act, the Election shall be called, held and conducted pursuant to the provisions of law regulating elections of the District. To the extent waived by the unanimous consent of all the landowners, there shall not be prepared and included in the ballot material provided to each voter an impartial analysis pursuant to Section 9500 of the California Elections Code, arguments and rebuttals, pursuant to Sections 7465, 9501 to 9507 inclusive, and 9509 of the California Elections Code or other applicable law. The Superintendent of the School District, or his designee, and each of them acting alone, is hereby authorized to provide to the Election Official the statement in compliance with Sections 9400 to 9405

of the California Elections Code and any other voter information required by the Election Official.

Section 18. The District shall constitute a single election precinct for the purpose of holding the Election unless the Election Official determines otherwise.

Section 19. The Election Official is hereby requested to take any and all steps necessary for the holding of the Election. The Election Official shall perform and render all services and proceedings incidental to and connected with the Election of the District with the cooperation and assistance of the Secretary of the Board. These services shall include, but not be limited to, the following activities as are appropriate to the Election:

1. Prepare and furnish to the election officer necessary election supplies for the conduct of the Election.
2. Cause to be printed the requisite number of official ballots, tally sheets and other necessary forms.
3. Furnish and address to mail official ballots to the qualified electors of the Annexed Territory.
4. Cause the official ballots to be mailed, as required by law.
5. Receive the returns of the Election and supplies.
6. Sort and assemble the election material and supplies in preparation for the canvassing of the returns.
7. Canvass the returns of the Election.
8. Furnish a tabulation of the number of votes given in the Election.
9. Make all arrangements and take the necessary steps to pay all costs of the Election incurred as a result of services performed for the Annexed Territory and pay costs and expenses of all election officials.
10. Conduct and handle all other matters relating to the proceedings and conduct of the Election in the manner and form as required by law.

Section 20. 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 and 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 10th day of August, 2010.

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

EXHIBIT A

DESCRIPTION OF FACILITIES

Necessary school facilities (including the purchase, construction, design, expansion, improvement or rehabilitation of facilities) to accommodate grade 7-12 students to be generated within the boundaries of the District, including Middle School, High School and Continuation and Adult School facilities (including land, interim and relocatable facilities), and associated administration, transportation and maintenance facilities and equipment (including buses).

ITEM 17

EXHIBIT B

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
FOR COMMUNITY FACILITIES DISTRICT NO. 95-2
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

ITEM 17

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
FOR COMMUNITY FACILITIES DISTRICT NO. 95-2
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

An Annual Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 95-2 of the San Dieguito Union High School District ("CFD No. 95-2") shall be levied and collected each Fiscal Year in an amount determined by the Board of Trustees (the "Board") of the San Dieguito Union High School District (the "District") acting in its capacity as the legislative body of CFD No. 95-2 through the application of the appropriate amount or rate of Annual Special Tax for Developed Property and Undeveloped Property as described below. All of the property in CFD No. 95-2, as depicted on the map of the boundaries thereof on file with the Secretary of the Board, unless exempted by law or by the provisions of Sections III. through V. hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. Definitions

"Administrative Expenses" means the expenses incurred by the District on behalf of CFD No. 95-2 related to the determination of the amount of the levy of Annual Special Taxes; the collection of the Annual Special Taxes, including the expenses of collecting delinquencies, and any amounts necessary to replenish the reserve fund; the administration of the bonds of CFD No. 95-2, including the payment of salaries and benefits of any employee of the District whose employment duties directly relate to the administration of community facilities districts of the District; and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 95-2.

"Alternate Prepayment Tax" means the method for reducing the Maximum Special Tax for an Assessor's Parcel as provided for in Section III. C.

"Annual Special Tax" means the annual special tax to be levied in each Fiscal Year pursuant to Section IV. on each Assessor's Parcel classified as Developed Property and Undeveloped Property to pay, as applicable, the Bond Requirements, and to pay for the cost of constructing, leasing, and/or acquiring the Facilities.

"Assessor's Parcel" means a parcel of Residential Property designated on a map of the San Diego County Assessor's Office within the jurisdictional boundaries of the District which has been assigned a discrete identifying number.

"Bond Requirements" means the amount necessary in any Fiscal Year, taking into consideration anticipated delinquencies (i) to pay principal of and interest on the bonds at that time outstanding in CFD No. 95-2 or any certificates of participation or other obligations issued to finance the Facilities, (ii) to make any

deposits required to be made with respect to any reserve fund created with respect to such bonds or obligations, and (iii) to pay for Administrative Expenses.

"City" means individually the cities of Carlsbad, Encinitas, San Diego or whichever municipal jurisdiction has the authority to approve or regulate land development for parcels within CFD No. 95-2.

"County" means the County of San Diego.

"Developed Property" means any Assessor's Parcel in CFD No. 95-2 for which a building permit has been issued by the City or County as of June 30 of the previous Fiscal Year in which the Annual Special Tax is being levied.

"Exempt Property" means any Assessor's Parcel within the boundaries of CFD No. 95-2 which: (i) is property of the State, federal or other local governments or public agency, except as otherwise provided by Section 53317.3 of the Act, (ii) has been zoned, authorized or designated for a non-residential use on the applicable general plan, specific plan or community plan for which the City or the County utilizes and relies upon for land use planning purposes and for the approval of the development of real property, (iii) is "common area" of a common interest development as those terms are used and defined in Section 1351 of the California Civil Code or any similar subsequent legislation, (iv) is any property within CFD No. 95-2 which is Senior Citizen Housing, (v) is any Residential Property for which a final subdivision map pursuant to the California Subdivision Map Act, California Government Code Section 66433 et. seq. or any similar subsequent legislation has not been approved by the City or County, or (vi) is subject to a contract pursuant to Government Code Section 51200 ff. For purposes of interpreting Sections 53317.3 and 53317.5 of the Act, any Assessor's Parcel acquired by a public entity shall be deemed Exempt Property to the extent it is Undeveloped Property at the time of its acquisition,

"Facilities" means those school facilities (including land) and other facilities which CFD No. 95-2 is authorized by law to construct, lease, acquire, own or operate.

"Fiscal Year" means the period from July 1st of any calendar year through June 30th of the following calendar year.

"Legally Available Funds" means any funds; except Alternate Prepayment Taxes, available to CFD No. 95-2 to pay Bond Requirements, such as bond reserve fund earnings and other interest earnings not subject to arbitrage.

"Maximum Special Tax" means the maximum annual special tax, determined in accordance with Section III. that can be levied by the Board in any Fiscal Year on Developed Property and Undeveloped Property.

ITEM 17

"Multi-Family" means a Residential Property having a density of more than fifteen (15) residential units per gross acre.

"Residential Property" means any Assessor's Parcel of land located within the boundaries of CFD No. 95-2 at any time during which it is Zoned for residential purposes.

"Senior Citizen Housing" means any senior citizen housing, residential care facilities for the elderly, or multi-level facilities for the elderly which would be subject to the limitations on school fees set forth in Government Code Section 65995.1 on July 1 of any Fiscal Year during which Annual Special Taxes are levied.

"Single-Family" means a Residential Property having a density of fifteen (15) or less residential units per gross acre.

"Undeveloped Property" means all Residential Property within CFD No. 95-2 not classified as Developed Property, and not exempt from the Annual Special Tax pursuant to law or Section V. hereof.

"Zoned" means any Assessor's Parcel of land used, zoned, allowed or designated for a specific purpose on the applicable general plan, specific plan or community plan for which the City or the County utilizes and relies upon for planning purposes and for the approval of development of real property.

II. Classification of Property

On or before July 1 of each Fiscal Year, beginning July 1, 1995, the District shall classify all Residential Property on the following basis: Developed Property, Undeveloped Property, or Exempt Property.

III. Maximum Special Tax

A Maximum Special Tax may be levied up to the amounts specified in this Section III. on (i) Developed Property to the extent necessary to pay the Bond Requirements and to provide for the cost of constructing, leasing, and/or acquiring the Facilities pursuant to Section III. A. below and (ii) on Undeveloped Property to the extent necessary to pay the Bond Requirements pursuant to Section III. B. following.

A. Developed Property: Maximum Special Tax

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Beginning with the Fiscal Year commencing July 1, 1995, and each Fiscal Year thereafter, all Developed Property (except as otherwise provided in Section III. C.) shall be subject to an Annual Special Tax in each Fiscal Year up to and including an amount equal to the Maximum Special Tax for each such Developed Property type listed in Table 1 below.

Table 1

<u>Developed Property Type</u>	<u>Maximum Special Tax</u>
Single-Family	\$800
Multi-Family	\$218

B. Undeveloped Property: Maximum Special Tax

In the event that on July 1 of any Fiscal Year, the maximum projected revenues that can be generated from the levy of the Annual Special Tax for such Fiscal Year on all Developed Property together with all other Legally Available Funds of CFD No. 95-2 available to pay the Bond Requirements, shall be insufficient to pay the Bond Requirements for such Fiscal Year, then all Undeveloped Property shall be subject to an Annual Special Tax, for such Fiscal Year only, up to an amount not to exceed, per gross acre of Undeveloped Property (or a proportionate amount thereof for any portion of such gross acre), the lessor of (i) \$500 or (ii) the aggregate amount of the actual delinquencies in the payment of Annual Special Taxes for Developed Property for the prior Fiscal Year, divided by the total number of gross acres of Undeveloped Property in CFD No. 95-2.

C. Alternate Prepayment Tax for reducing the Maximum Special Tax

The owner of any Assessor's Parcel of Developed Property may elect to prepay fifty percent of the aggregate Maximum Special Tax obligation attributable to the Assessor's Parcel within five (5) business days from the time of issuance of the initial building permit with respect to such Assessor's Parcel provided that all delinquencies and charges of Annual Special Taxes due to date have been paid in full as determined by the District. The aggregate Maximum Special Tax obligation for each Developed Property type is listed in Table 2 below.

If an owner prepays fifty percent of the aggregate Maximum Special Tax obligation on any such Assessor's Parcel, the Maximum Special Tax for each Developed Property type shall be fifty percent of the applicable rate specified in Table 1, and the Assessor's Parcel shall thereafter be subject to an Annual Special Tax in each Fiscal Year in an amount equal to fifty

percent of the Annual Special Tax on Developed Property of a similar type for which no Alternate Prepayment Tax has been paid, and as determined pursuant to Section III. A and IV., for the corresponding Fiscal Year. Prepayments of the aggregate Maximum Special Tax obligation collected pursuant to this Section III. C. may be used for any legal purposes of CFD No. 95-2.

Table 2

<u>Developed Property Type</u>	<u>Aggregate Maximum Special Tax obligation Amount for Fiscal Year 1995-96</u>
Single-Family	\$9,910
Multi-Family	\$2,700

Notwithstanding any of the above, the aggregate Maximum Special Tax obligation shall be adjusted in each Fiscal Year, commencing July 1, 1995, in proportion to changes in the Lee Saylor Cost of Construction Index for Class D Construction as measured in each Fiscal Year from the first of the preceding Fiscal Year. If said index is superseded or discontinued, the adjustment provided for herein shall be made by reference to the index used to determine variation in the cost of constructing public school improvements comparable to the Facilities as determined by the Board.

IV. Annual Apportionment of the Annual Special Tax to Developed Property and Undeveloped Property

Beginning with the Fiscal Year commencing July 1, 1995, and each Fiscal Year thereafter, the Board, acting as the legislative body of CFD No. 95-2, shall determine the Annual Special Tax to be collected in CFD No. 95-2 from all Developed Property and Undeveloped Property. The Board shall levy the Annual Special Tax in the following priority:

- First: From Assessor's Parcels of Developed Property by levying up to the Maximum Special Tax in Table 1 of Section III. hereof to meet the Bond Requirements, and to pay for the cost of constructing, leasing, and/or acquiring the Facilities.
- Second: If additional moneys are needed to pay the Bond Requirements, Legally Available Funds shall be used.

ITEM 17

Third: If additional moneys are needed, the Annual Special Tax may be levied on Assessor's Parcels of Undeveloped Property pursuant to Section III. B.

V. Limitations

The Board shall not impose any Annual Special Tax on any Exempt Property. Under no circumstances will the Annual Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Assessor's Parcel(s) within CFD No. 95-2.

The Annual Special Tax may be levied on any Assessor's Parcel for a period not to exceed 35 years commencing the first Fiscal Year in which the Annual Special Tax is levied on such Assessor's Parcel of Developed Property and ending at the close of the 35th Fiscal Year; provided, however that the expiration of such period shall not extinguish or otherwise effect the rights of the District or CFD No. 95-2 to collect any delinquent Annual Special Taxes or penalties or interest thereon.

VI. Appeals and Interpretation Procedure

Any taxpayer whose property is subject to the levy of the Annual Special Tax and who claims that the amount or application of the Annual Special Tax has not been properly computed may file a notice with the Board appealing the levy of the Annual Special Tax. The Superintendent of the District or his or her designee will promptly review the claim and, if necessary, meet with the claimant and decide the appeal. If the findings of the Superintendent or his or her designee support a determination that the amount of application of the Annual Special Tax should be modified or changed, the Annual Special Tax levy shall be so modified or changed and, if applicable, a refund of prior Annual Special Tax payment shall be granted and made from available funds of CFD No. 95-2. If a claimant disagrees with the findings and determination of the Superintendent or his or her designee, the claimant may appeal such determination to the Board and the decision of the Board shall be final.

Interpretation of this rate and method of apportionment may be made by the Board by resolution thereof for the purpose of clarifying any vagueness or ambiguity as it relates to the application of the Annual Special Tax, the application of the method of apportionment, the classification of any property, or any definition contained herein.

VII. Collection of Special Tax

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The Annual Special Tax shall be levied and collected in the same manner as ordinary ad valorem property taxes are levied and collected by the County. Notwithstanding any provision to the contrary herein, CFD No. 95-2 may collect any Annual Special Tax at a different time and/or in a different manner if necessary to meet its financial obligations. All Annual Special Taxes shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes; provided, however, CFD No. 95-2 may covenant for the benefit of bondholders to commence and diligently pursue to completion judicial foreclosure proceedings for the payment of delinquent installments of Annual Special Taxes.

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 95-2
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
SPECIAL TAX AND BOND ELECTION
September 28, 2010

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the Associate Superintendent of Business Services of the San Dieguito Union High School District to obtain another.

MEASURE SUBMITTED TO VOTE OF VOTERS

Proposition No. Z: Shall Community Facilities District No. 95-2 of the San Dieguito Union High School District incur an indebtedness and issue bonds in the maximum aggregate principal amount of \$50,000,000, for a maximum term of not more than 35 years with interest not to exceed the maximum interest rate permitted by law, the proceeds of which will be used to pay for the cost of acquiring, leasing and/or construction school facilities and equipment and other facilities to be used in conjunction with school facilities and for certain incidental expenses; shall a special tax as provided in the Resolution of Formation with respect to the District be levied to pay the principal of and interest on such bonds and to pay for leasing, construction and/or acquisition of the facilities and equipment described above; shall an appropriations limit be established for the District equal to the amount of all proceeds of the special tax collected annually as adjusted for changes in the cost of living and changes in population.

YES:

NO:

**THIS BALLOT HAS A VALUE OF 10 VOTES BASED
UPON 9.09 ACRES OF LAND OWNED BY THE VOTER WITHIN
THE COMMUNITY FACILITIES DISTRICT**

**COMMUNITY FACILITIES DISTRICT NO. 95-2
ANNEXATION NO. 15
Warmington Development/ Urania & Normandy**

ANNEXATION SCHEDULE

July 16, 2010 Consent Letter Due

August 10, 2010 Board Meeting
Adopt Resolution of Intention

August 20, 2010
Deadline to record map

September 9, 2010*
Deadline to Publish Notice of Public Hearing

September 16, 2010 Board Meeting*
Public Hearing
Adopt Resolution of Annexation

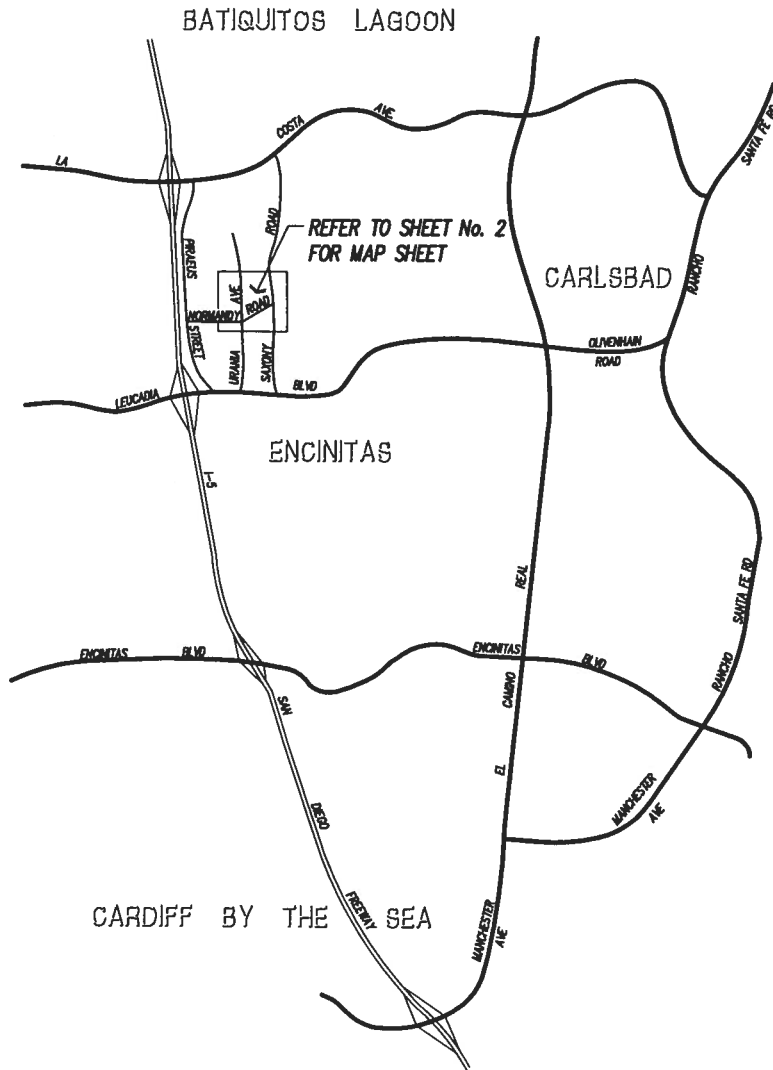
September 28, 2010*
Special Election

October 7, 2010 - Board Meeting*
Certify Election Results

October 12, 2010
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.

AMENDED
MAP OF BOUNDARIES OF COMMUNITY FACILITIES
DISTRICT No. 95-2 ANNEXATION No. 15
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



ANNEXATION NO. 14 PROPERTY DESCRIPTION

REFERENCE PARCEL NO. 1

LEGAL DESCRIPTION:

PORTIONS OF LOTS 35 THROUGH 37, LOT 38, AND LOT 42 OF HILLSIDE ACRES, IN THE CITY OF ENCINITAS, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF No. 1882 RECORDED JANUARY 25, 1927 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

ASSESSOR PARCEL NUMBERS:

- 254 - 350 - 30
- 254 - 350 - 31
- 254 - 350 - 32

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 29, 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 _____

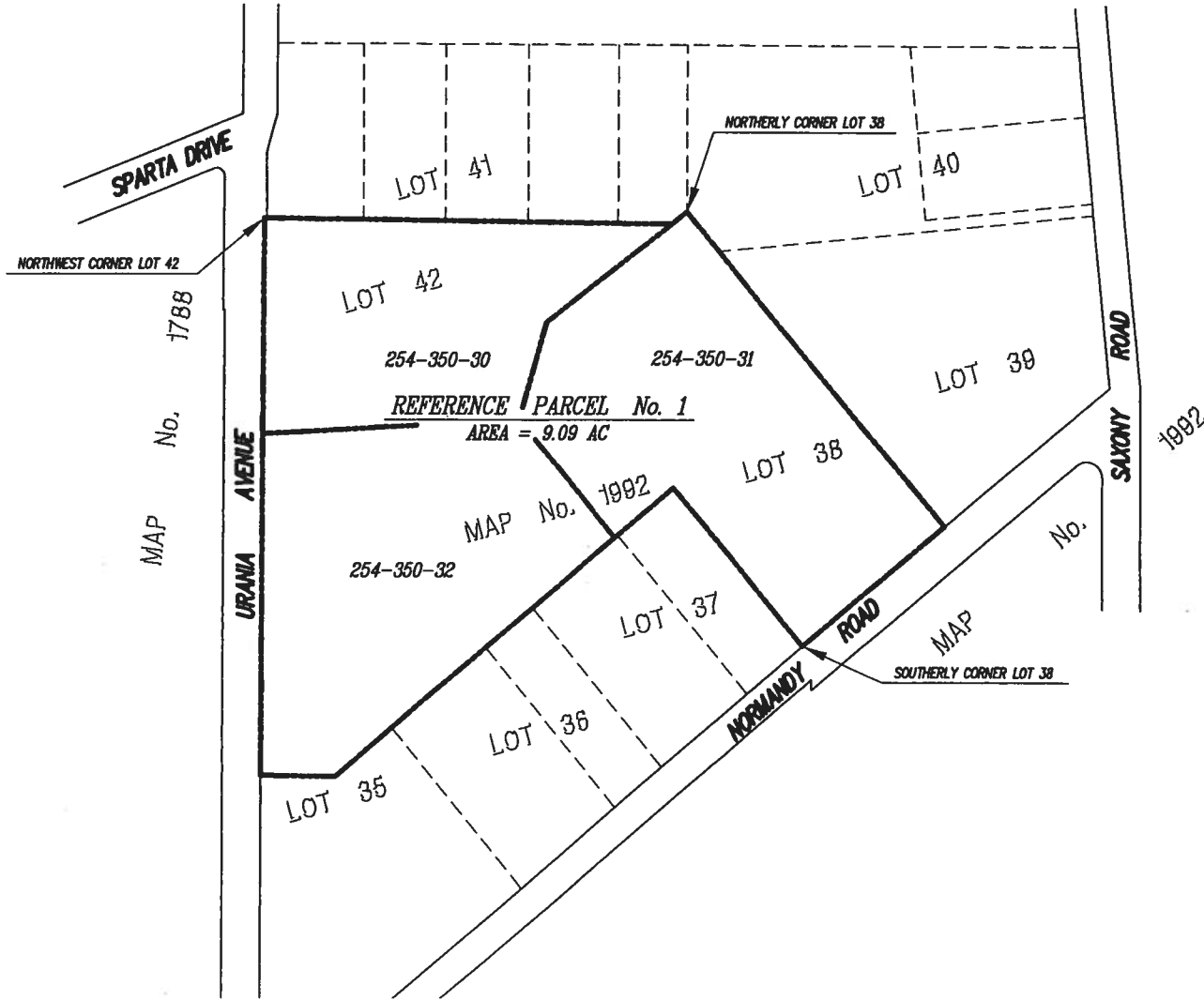
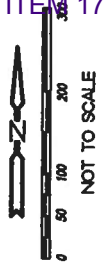
DAVID L. BUTLER, COUNTY RECORDER

BY: _____, DEPUTY



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

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JOB No. 10-040 7/2/10
SOWARDS & BROWN ENGINEERING
CONSULTING ENGINEERS
2187 NEWCASTLE AVENUE SUITE 105
CARLSBAD BY THE SEA, CA. 92007
TEL. 760-438-8800 FAX 760-438-8803



SOWARDS AND BROWN ENGINEERING

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July 21, 2010

**OWNERS LIST
FOR
COMMUNITY FACILITIES DISTRICT NO. 95-2**

ANNEXATION NO. 15

OF THE

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

OWNERS & ADDRESS (REF. PARCEL NO.)	ASSESSORS PARCELS	ACREAGE (ACRES)	TOTAL VOTES
Fritz Family Trust. 9256 Pala Road Pala, CA 92059 <u>(REFERENCE PARCEL NO. 1)</u>	254-351-30 254-351-31 254-351-32	9.09	10
	TOTAL	9.09	10

10040CFD.DOC

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 30, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: John Addleman, Director of Planning and
Financial Management
Eric Dill, Assoc. Supt. of Business Services

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: **ADOPT RESOLUTION CONVEYING AN
INTEREST IN REAL PROPERTY EASEMENT
AND RIGHT-OF-WAY/SAN DIEGUITO HIGH
SCHOOL ACADEMY/CLEAR WIRELESS LCC**

EXECUTIVE SUMMARY

The Board of Trustees, at the meeting of July 15, 2010, adopted a Resolution of Intention to Convey an Interest in Real Property Easement and Right-of-Way to Clear Wireless LLC related to their wireless telecommunications project located at San Dieguito High School Academy. The easement and right-away, illustrated in the attached, extends North adjacent to the parking lot to the existing stadium light standard and to the area immediately under the bleachers. As part of the easement, a Deed of Conveyance is incorporated, and attached for reference. Clear Wireless will pay as consideration for the easement the sum of \$2,500 per month, with a 3% annual escalation. The monthly rent will be made available for the benefit of the San Dieguito High School Academy.

Since the July 15th action the necessary posting and publication of the Board's intent has been accomplished in order for the Board of Trustees to hold a public hearing regarding the conveyance of the easement and subsequent vote on the Resolution Conveying an Interest in Real Property Easement and Right-of-Way.

RECOMMENDATION:

It is recommended that the Board

- a) Hold a Public Hearing, allowing comments from the public on the Board's intention to convey to Clear Wireless LCC an easement and right-of-way for the purpose of wireless communications services, including without limitation, the transmission of the reception of radio communication signals and the construction, maintenance and operation of related communications facilities and uses incidental thereto over, under, along, and across property therein described, said property being owned by the San Dieguito Union High School District of San Diego County, California, and

- b) adopt the attached Resolution Conveying an Interest in Real Property Easement and Right-of-Way to Clear Wireless LCC for the purpose of wireless communications services, including without limitation, the transmission of the reception of radio communication signals and the construction, maintenance and operation of related communications facilities and uses incidental thereto over, under, along, and across property therein described, said property being owned by the San Dieguito Union High School District of San Diego County, California.

FUNDING SOURCE:

Not applicable

ATTACHMENTS: Resolution, Final Deed of Conveyance, Survey of Easement and Right-of-Way

BOARD OF TRUSTEES
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
SAN DIEGO, CALIFORNIA

Resolution Conveying an Interest)
in Real Property Easement and Right-)
of-Way to Clear Wireless LLC)

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

WHEREAS, this Board on July 15, 2010, adopted its Resolution of Intention to Convey to Clear Wireless LLC an easement and right-of-way for the purpose of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities and uses incidental thereto over, under, along, and across property therein described, said property being owned by the San Dieguito Union High School District of San Diego County, California; and

WHEREAS, said Resolution of Intention provided that a Public Hearing on the question of making such conveyance be held by this Board at the District Office, 710 Encinitas Boulevard, Encinitas, California, on August 10, 2010, at approximately 6:30 o'clock p. m., at which time and place all persons interested might appear and show cause, if any they had, why said conveyance should not be made; and

WHEREAS, notice of the adoption of said Resolution of Intention was duly given as provided by law, all of which appears by the affidavits of posting and publication on file in the office of this Board; and

WHEREAS, this Board formally convened at the time and place set forth in said Resolution of Intention, and no person appeared to object to or protest, either verbally or in writing, against the conveyance of the easement described in said Resolution; and

WHEREAS, in the judgement of this Board it is expedient and for the best interests of this District that said conveyance be made,

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the San Dieguito Union High School District of San Diego County, California:

That an easement and right-of-way for the purpose of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities and uses incidental thereto over, under, along, and across property belonging to said District and more particularly described in said Resolution of Intention, be and is hereby conveyed to Clear Wireless LLC; provided, however, that in the event the use of said real property for such purposes is discontinued, said property shall revert to the San Dieguito Union High School District of San Diego County, California.

IT IS FURTHER RESOLVED THAT the Superintendent be and is hereby authorized and directed to execute and deliver a Deed of Conveyance of the easement described in said Resolution of Intention to said Clear Wireless LLC.

PASSED AND ADOPTED by the Board of Trustees of the San Dieguito Union High School District of San Diego County, California, this 10th day of August, 2010, by the following vote, which constitutes a 2/3 majority of said Board, as required by law.

AYES: Members

NOES: Members

ABSENT: Members

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Becky Banning, Recording Secretary of the San Dieguito Union High School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly adopted by said Board at a regular meeting thereof at the time and place and by the vote above stated, which Resolution is on file and of record in the office of said Board.

Becky Banning,
Recording Secretary
San Dieguito Union High School
District of San Diego County, California

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ATTACHMENT 1
DEED OF CONVEYANCE

DEED OF CONVEYANCE

THE San Dieguito Union High SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA (hereinafter "GRANTOR") conveys to Clear Wireless LLC, a Nevada limited liability company (hereinafter "GRANTEE"), its successors in interest and assigns, the easement and right-of-way described in this Deed of Conveyance (the "Easement") on the property described in Exhibit B of this Deed of Conveyance (the "Premises") subject to the following terms and conditions:

1. GRANTOR, its successors in interest and assigns reserve the right to continued use of the Premises; provided, however that GRANTOR shall not (1) erect or construct, or permit to be erected or constructed, any building or other structure, plant any tree or trees, or drill any well or wells within the limits of said right-of-way; and (2) increase or decrease, or permit to be increased or decreased, the existing ground elevations of the above-described right-of-way existing at the date of the execution of this instrument, within the previous written consent of the GRANTEE.

2. (a) The consideration to be paid for this Easement shall commence upon the date GRANTEE begins construction of the GRANTEE Facilities (as defined in Paragraph 4 below) or eighteen (18) months following the date the GRANTOR adopts its Resolution Conveying an Interest in Real Property Easement and Right-of-Way to Clear Wireless LLC for the Easement, whichever first occurs ("Term Commencement Date"). The period between the adoption of the Easement and the Term Commencement Date is intended to allow GRANTEE a reasonable amount of time to obtain any certificate, license, permit, authority or approval from any governmental authority required to allow GRANTEE to install, remove, replace, maintain or operate the GRANTEE Facilities described in paragraph 4 hereof or using the Premises in the manner intended by GRANTEE. If GRANTEE determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or GRANTEE otherwise determines, within its sole discretion, that it will be unable to use the Premises for GRANTEE's intended purpose, it may terminate the Easement pursuant to paragraph 7 hereof. Otherwise, the consideration for the Easement shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein.

(b) GRANTEE shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other party of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term.

(c) The Easement shall terminate at the expiration of the Term and all Renewal Terms set forth in paragraph 2(a) above. At the end of Term or Renewal Terms, GRANTEE shall no longer have any property interest in the Easement and Easement shall revert to GRANTOR. If GRANTEE continues use of the Easement after the end of the Term or Renewal Terms, GRANTEE's use of GRANTOR'S real property shall be deemed a license subject to the same terms and conditions as this Easement, except those terms relating to GRANTEE's possessory interest in the Premises. GRANTEE as Licensee shall

continue to pay GRANTOR as Licensor the same monthly amount set forth in section 3 below on a month-to-month basis. Such License may be revoked by either party upon thirty (30) days written notice to the other party.

3. GRANTEE shall pay as consideration for the Easement the sum of \$2,500.00 payable monthly for five (5) years starting on the Term Commencement Date. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, GRANTEE shall pay to GRANTOR as a fee Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month (“Fee”). The Fee for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The Fee shall be payable to GRANTOR at San Dieguito Union High School District, 710 Encinitas Boulevard, Encinitas, CA 92024; Attention: Associate Superintendent, Business Services. GRANTEE’s monetary obligations set forth in this Agreement are conditioned upon GRANTEE’s receipt of an accurate and executed W-9 Form from GRANTOR. The Fee shall be increased on each anniversary of the Term Commencement Date by an amount equal to three percent (3%) of the Fee for the previous year.

4. GRANTEE shall use the Premises for the purpose of constructing, maintaining and operating wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities and uses incidental thereto, consisting of one (1) antenna structure of approximately 80 feet in height, including wireless antennas and link antennas and all necessary connecting appurtenances (“GRANTEE Facilities”). In connection therewith, GRANTEE has the right to do all work necessary to prepare, add, maintain and alter the Premises for GRANTEE’s communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of GRANTEE’s construction and installation work shall be performed at GRANTEE’s sole cost and expense and in a good and workmanlike manner. GRANTEE has the right to remove its improvements at its sole expense on or before the expiration or earlier termination of this Agreement, and GRANTEE shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, GRANTEE shall remove its improvements from the Premises.

5. (a) GRANTOR shall provide GRANTEE, GRANTEE’s employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to GRANTEE to the extent that the access does not interfere with the normal operations of the school site on which the Premises is located. All construction must be at times approved by GRANTOR in order to ensure no interference with school operations. Access to the Premises when students are present will only be with GRANTOR’s prior consent, which will not be unreasonably withheld and every effort will be made by GRANTEE to avoid contact or maintain only limited contact with students. The Easement includes a non-exclusive right for pedestrian and vehicular ingress and egress across the Premises, and such right may be described generally in Exhibit B of the Deed of Conveyance.

(b) GRANTOR shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. GRANTOR shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by GRANTEE's use of such roadways.

(c) GRANTEE, at GRANTEE's sole cost and expense, has the right to obtain separate utility service from any utility company that will provide service to the Premises. GRANTOR agrees to sign such documents or grant such easements as may be required by said utility companies to provide such service to the Premises, including the grant to GRANTEE or to the servicing utility company, at no cost to the GRANTEE, of an easement in, over across or through the Premises as required by such servicing utility company to provide utility services to the Premises.

6. GRANTEE shall operate the GRANTEE Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of GRANTOR, neighbors, or other lessees or licensees of the Premises, provided that the installation and operation of any such facilities predate the installation of the GRANTEE Facilities. Subsequent to the installation of the GRANTEE Facilities, GRANTOR will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Premises or property contiguous thereto owned or controlled by GRANTOR, if such modifications are likely to cause interference with GRANTEE's operations. In the event interference occurs as a result of actions of GRANTOR, GRANTOR agrees to use best efforts to eliminate such interference in a reasonable time period.

7. (a) This Easement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Easement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice. This Easement may be terminated by GRANTEE without further liability for any reason or for no reason, provided GRANTEE delivers written notice of termination to GRANTOR prior to the Term Commencement Date in paragraph 2 above.

(b) This Agreement may also be terminated by Grantee without further liability on thirty (30) days prior written notice (i) if Grantee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus restricting Grantee from installing, removing, replacing, maintaining or operating the Grantee Facilities or using the Premises in the manner intended by Grantee; (ii) if Grantee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Grantee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Grantee's intended purpose.

8. If the Premises or GRANTEE Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, GRANTEE may elect to terminate this Easement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to GRANTOR no more

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than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If GRANTEE chooses not to terminate this Easement, the consideration for the Easement shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

9. GRANTEE shall maintain the entire Premises in good condition at all times at its own expense, and GRANTOR shall not be called upon to make any improvements or repairs of any nature whatsoever.

10. GRANTEE and GRANTOR shall defend, indemnify and hold harmless each other from any and all liability arising out of the use of the Easement by GRANTOR or GRANTEE, their respective servants, agents, invitees or any person using the Easement, except such claims or damages as may be due to or caused by acts of the GRANTOR or GRANTEE, or their respective servants, agents, or invitees.

11. (a) GRANTEE will provide Commercial General Liability insurance in an aggregate amount of \$1,000,000 and list GRANTOR as an additional insured on the policy or policies. GRANTEE may satisfy this requirement by obtaining an appropriate endorsement to any master policy or liability insurance GRANTEE may maintain. GRANTEE shall provide GRANTOR with a Certificate of Insurance within thirty (30) days of the commencement of this Deed of Conveyance and shall provide GRANTOR with an additional insured endorsement using ISO form CG 2011 11 85 or equivalent and evidence of renewal of the policy within thirty (30) days of each renewal of said insurance policy.

(b) GRANTOR, at GRANTOR's sole cost and expense, shall procure and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of GRANTOR, its employees and agents arising out of or in connections with GRANTOR's use, occupancy and maintenance of the Premises.

(c) GRANTOR and GRANTEE hereby mutually release each other (and their successors in interest or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. GRANTOR and GRANTEE, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by and paid for by insurance on the Premises, or covered by and paid for by insurance in connection with property on, or activities conducted on the Premises, regardless of the cause of the damage or loss.

13. The Easement may result in the creation of a possessory interest vested in GRANTEE and GRANTEE may be subjected to the payment of personal property taxes levied on interest. GRANTEE shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon GRANTEE on said Premises or any interest therein, on improvements of any

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nature whatsoever, or on any interest therein, or by reason of the activities of the GRANTEE upon, or in connection with, the Premises, and including assessments or other costs for the furnishing of public utilities to GRANTEE. GRANTEE further agrees not to allow such taxes, assessments or fees to become a lien against said Premises or any improvement thereon. Nothing therein contained shall be deemed to prevent or prohibit GRANTEE from contesting the validity of amount of any such tax, assessment or fee in the manner authorized by law.

14. GRANTEE, upon termination of this Easement, shall within thirty (30) days, remove its personal property and fixtures and return the Premises to its original condition. If such time for removal causes GRANTEE to remain on the Premises after termination of this Easement, GRANTEE shall pay rent in the amount to be determined by GRANTOR until such time as the removal of personal property and fixtures is completed.

15. GRANTOR and the agents and employees of GRANTOR shall have the right to enter upon said Premises at all reasonable times to inspect the same to see that no damage has been or it done and to protect any and all rights of GRANTOR and to post such reasonably notices as GRANTOR may desire to protect the rights of the GRANTOR.

16. GRANTOR covenants that GRANTEE, on paying the consideration set forth above and performing the covenants by it herein made, shall and may peacefully and quietly have, hold and enjoy use of the Easement.

17. GRANTOR covenants that it is seized of good and sufficient title and interest in the Easement to be conveyed and has full authority to convey this Easement.

18. As of the Effective Date of this Agreement: (1) GRANTEE hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Premises in violation of any applicable law or regulation, and (2) GRANTOR hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Premises in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of GRANTOR from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Premises; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Premises in violation of any applicable law or regulation. GRANTOR and GRANTEE shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of GRANTEE, from operations in or about the Premises by GRANTEE or GRANTEE's agents, employees or contractors, and in the case of GRANTOR, from the ownership or control of, or operations in or about, the Premises by GRANTOR or GRANTOR's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants

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or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

19. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed,

if to GRANTEE:

Clear Wireless LLC
Attn: Site Leasing
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900
Email: Siteleasing@clearwire.com

with a copy to:

Clear Wireless LLC
Attention: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

if to GRANTOR:

San Dieguito Union High School District
710 Encinitas Boulevard, Suite 201
Encinitas, California 92024
Attn: Eric Dill, Associate Superintendent Business Services

20. The covenants and agreements contained in this Deed of Conveyance shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors in interest and assigns.

21. If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

23. This Agreement shall be governed under law of the State of California, County of San Diego.

24. All Exhibits referred herein are incorporated herein for all purposes.

ITEM 18

25. This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

26. GRANTEE understands that once brought before the board of Trustees of GRANTOR, this agreement becomes a public record subject to disclosure pursuant to the laws of the State of California and will be recorded.

IN WITNESS WHEREOF, the GRANTOR has caused this Easement to be conveyed to GRANTOR in accordance with section 17556 of the Education Code of the State of California, and the GRANTEE has executed this Deed.

GRANTOR:

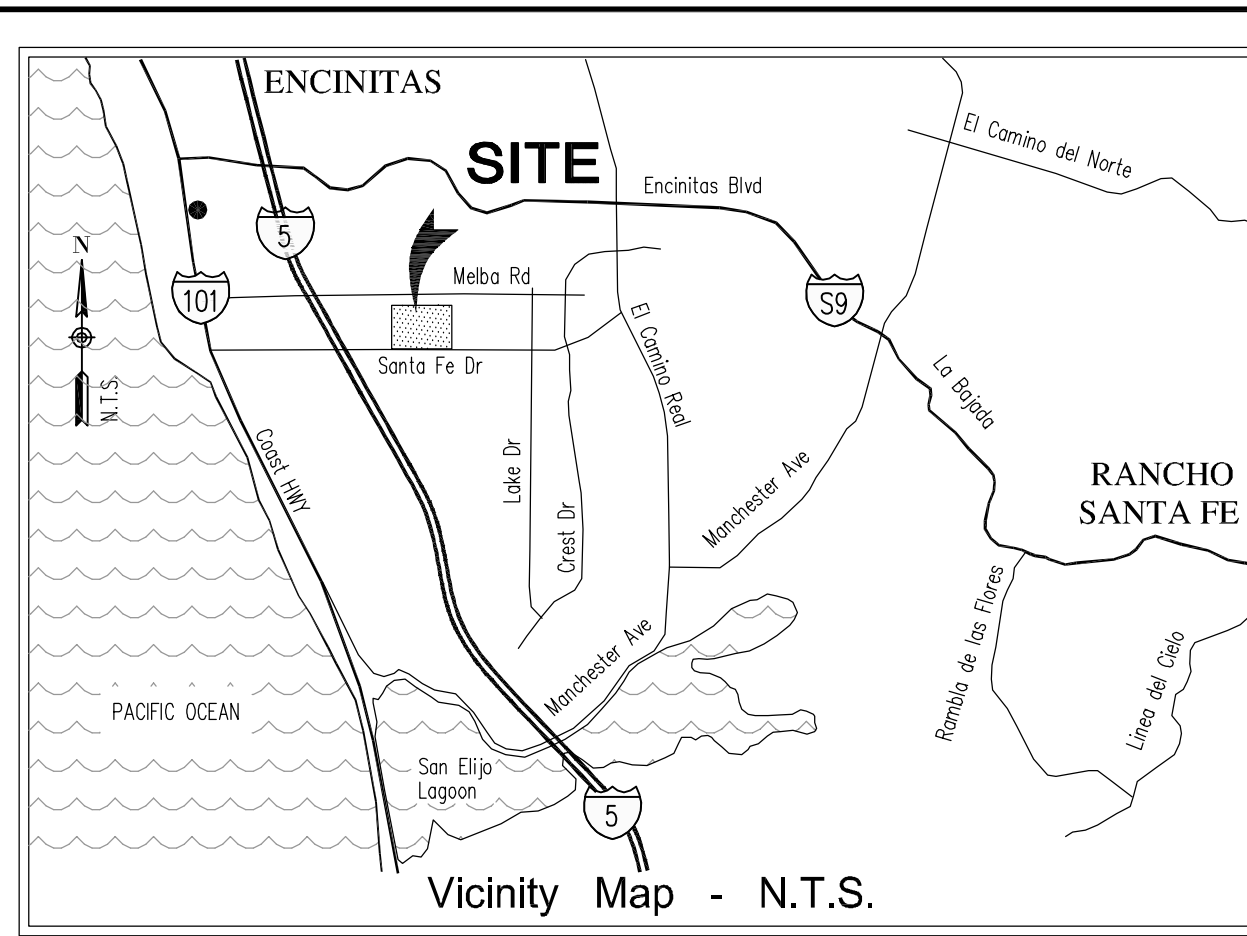
SAN DIEGUITO UNION HIGH SCHOOL
DISTRICT

By _____
Ken Noah
Its Superintendent

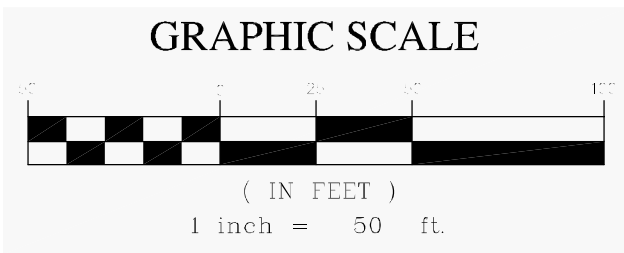
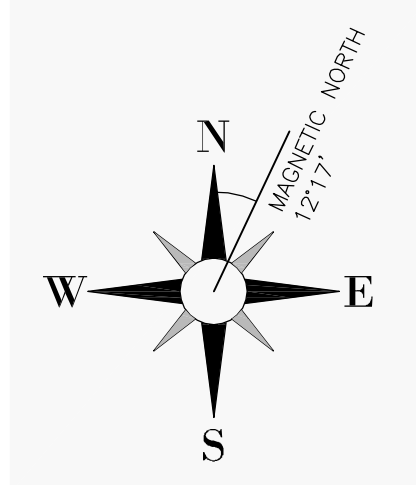
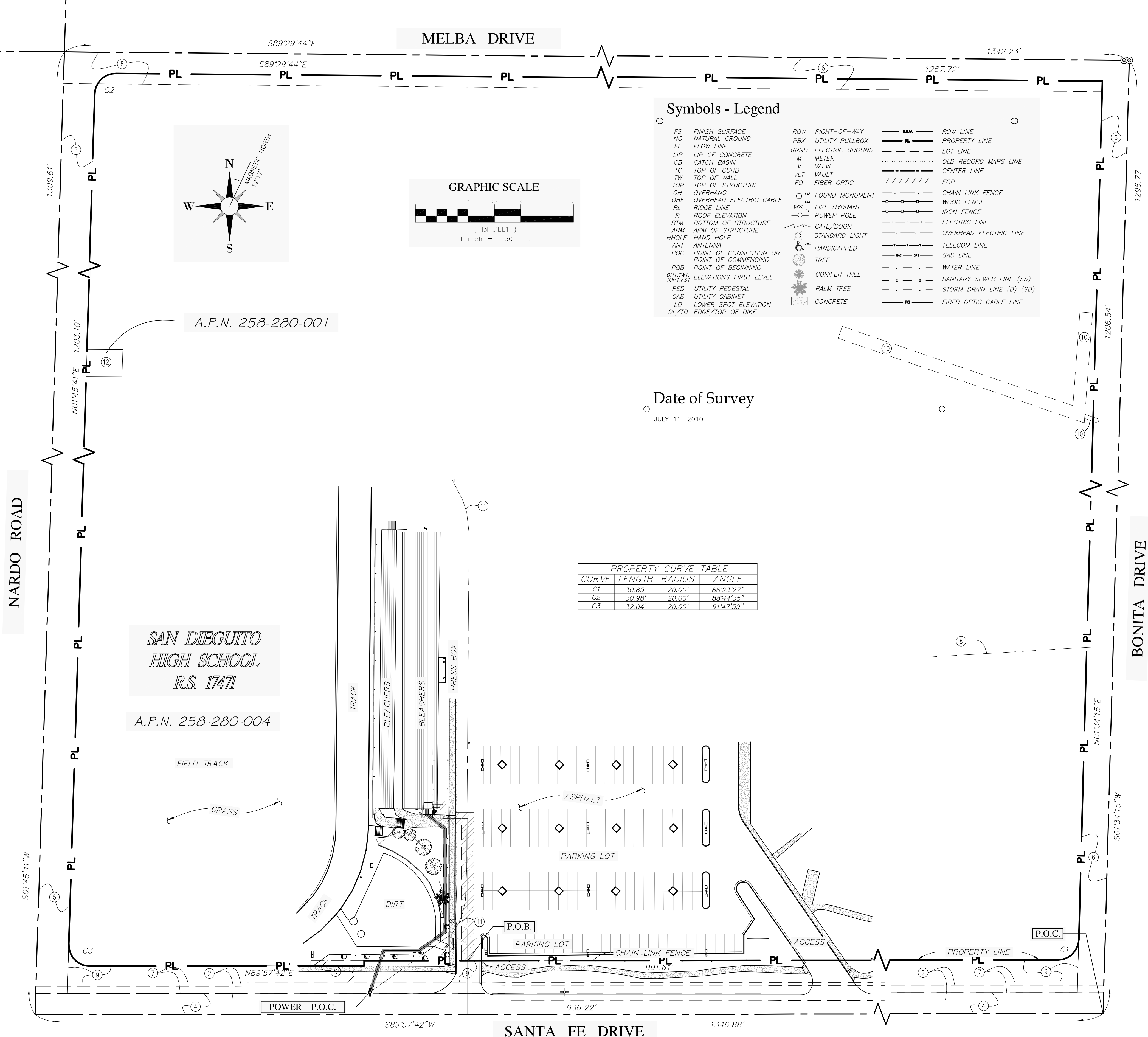
GRANTEE:

CLEAR WIRELESS LLC, A NEVADA LIMITED
LIABILITY COMPANY

By _____
Its



Boundary and Overall Site plan
SCALE: 1"=50'



Symbols - Legend

FS FINISH SURFACE	ROW RIGHT-OF-WAY	ROW LINE
NG NATURAL GROUND	PBX UTILITY PULLBOX	PROPERTY LINE
FL FLOW LINE	GRND ELECTRIC GROUND	LOT LINE
LC LIP OF CONCRETE	M METER	OLD RECORD MAPS LINE
CB CATCH BASIN	V VALVE	CENTER LINE
TC TOP OF CURB	VLT VAULT	EOP
TW TOP OF WALL	FO FIBER OPTIC	CHAIN LINK FENCE
TOP TOP OF STRUCTURE	FM FOUND MONUMENT	WOOD FENCE
OH OVERHANG	PH FIRE HYDRANT	IRON FENCE
OHE OVERHEAD ELECTRIC CABLE	PP POWER POLE	ELECTRIC LINE
RL RIDGE LINE	GC GATE/DOOR	OVERHEAD ELECTRIC LINE
R ROOF ELEVATION	HL HANDICAPPED	TELECOM LINE
BTM BOTTOM OF STRUCTURE	TR TREE	GAS LINE
ARM ARM OF STRUCTURE	CT CONIFER TREE	WATER LINE
HH HOLE	PT PALM TREE	SANITARY SEWER LINE (SS)
ANT ANTENNA	CONC CONCRETE	STORM DRAIN LINE (D) (SD)
POC POINT OF CONNECTION OR POINT OF COMMENCING		FIBER OPTIC CABLE LINE
POB POINT OF BEGINNING		
OH, TH, PS ELEVATIONS FIRST LEVEL		
PED UTILITY PEDESTAL		
CAB UTILITY CABINET		
LO LOWER SPOT ELEVATION		
DL/TD EDGE/TOP OF DIKE		

Date of Survey
JULY 11, 2010

PROPERTY CURVE TABLE

CURVE	LENGTH	RADIUS	ANGLE
C1	30.85'	20.00'	88°23'27"
C2	30.98'	20.00'	88°44'35"
C3	32.04'	20.00'	91°47'59"

Title Insurance Report

TITLE REPORT WAS UNAVAILABLE AT THE TIME OF THE FIELD SURVEY.

Assessor's Parcel No.

258-280-04 (UNDERLYING 01 & 03)

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ENCINITAS, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Items - Schedule B

- AN EASEMENT FOR POLES, WIRES AND ANCHORS PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED IN BOOK 1007, PAGE 29 OF DEEDS. (PLOTTED HEREON).
- AN EASEMENT FOR PIPE LINES PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED AUGUST 22, 1925 IN BOOK 1122, PAGE 103 OF DEEDS. (BLANKET IN NATURE OVER 3 FEET AROUND ALL FIXTURES AND 15 FEET WIDTH ALONG THE PIPE LINE, THE EXACT LOCATION ARE NO DISCLOSED FROM RECORD, NOT PLOTTED).
- AN EASEMENT FOR PUBLIC HIGHWAY PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED OCTOBER 2, 1928 IN BOOK 1527, PAGE 421 OF DEEDS. (PLOTTED HEREON).
- AN EASEMENT FOR PUBLIC HIGHWAY PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED APRIL 18, 1940 IN BOOK 1013, PAGE 397 AS INSTRUMENT NO. 18876 OF OFFICIAL RECORDS. (PLOTTED HEREON).
- AN EASEMENT FOR PUBLIC STREET PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED JUNE 3, 1948 IN BOOK 2826, PAGE 313 AS INSTRUMENT NO. 55266 O.R. (PLOTTED HEREON).
- AN EASEMENT FOR PUBLIC STREET PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED SEPTEMBER 1, 1954 IN BOOK 5350, PAGE 120 AS INSTRUMENT NO. 116859 O.R. (PLOTTED HEREON).
- AN EASEMENT FOR ELECTRIC POLE LINE PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED JANUARY 2, 1959 IN BOOK 7432, PAGE 356 AS INSTRUMENT NO. 3061 OF O.R. (PLOTTED HEREON).
- AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED OCTOBER 16, 1968 AS INSTRUMENT NO. 159930 O.R. (PLOTTED HEREON).
- AN EASEMENT FOR POLES, WIRES AND ANCHORS PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED MAY 14, 1970 AS INSTRUMENT NO. 83804 O.R. (PLOTTED HEREON).
- AN EASEMENT FOR UNDERGROUND FACILITIES AND APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND RIGHTS INCIDENTAL THERETO, RECORDED APRIL 24, 1986 AS INSTRUMENT NO. 86-158994 O.R. (THE EXACT LOCATION AND/OR EXTENT IS NOT DISCLOSED FROM RECORD, APPROXIMATELY LOCATION IS PLOTTED HEREON).
- AN EASEMENT FOR RECLAIMED WATER LINES AND RELATED APPURTENANCES PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 1, 1997 AS INSTRUMENT NO. 1997-0311248 O.R. (PLOTTED HEREON).
- ANY BOUNDARY DISCREPANCIES, RIGHTS OR CLAIMS WHICH MAY EXIST OR ARISE AS DISCLOSED BY A RECORD OF SURVEY NO. 17471, RECORDED JULY 19, 2002, RECORD OF SURVEY MAPS. (BLANKET IN NATURE OVER THE WHOLE PROPERTY).

Surveyor Note

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

Geographic Coordinates at Proposed Lightpole

1983 DATUM: LATITUDE 33° 02' 12.50" NORTH LONGITUDE 117° 16' 33.69" WEST

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

Benchmark:

THE ELEVATIONS SHOWN HEREON ARE BASED UPON NGS BM NO. DX1163, DESIGNATION "OC 139", ELEVATION = 78.66 FEET (NAVD 88).

clear w're
4400 CARILLON POINT
KIRKLAND, WA 98033

PDC CORPORATION
CIP

13225 DANIELSON ST., SUITE 200
POWAY, CA 92064
TEL: (858) 668-2828
FAX: (858) 668-2827

R FRANCISCO & Associates
Civil Engineering Surveying Land Development
22994 TIMBER RIDGE CT.
WILDOMAR, CA. 92595
Tel: (951) 973-8076

PROFESSIONAL SEAL:

Miguel A. Villaseñor
MIGUEL A. VILASEÑOR
P.L.S. 8509 EXP. DATE: 12-31-10

SAN DIEGUITO ACADEMY
CA-SDG5061D

800 SANTA FE DRIVE
ENCINITAS, CA 92024

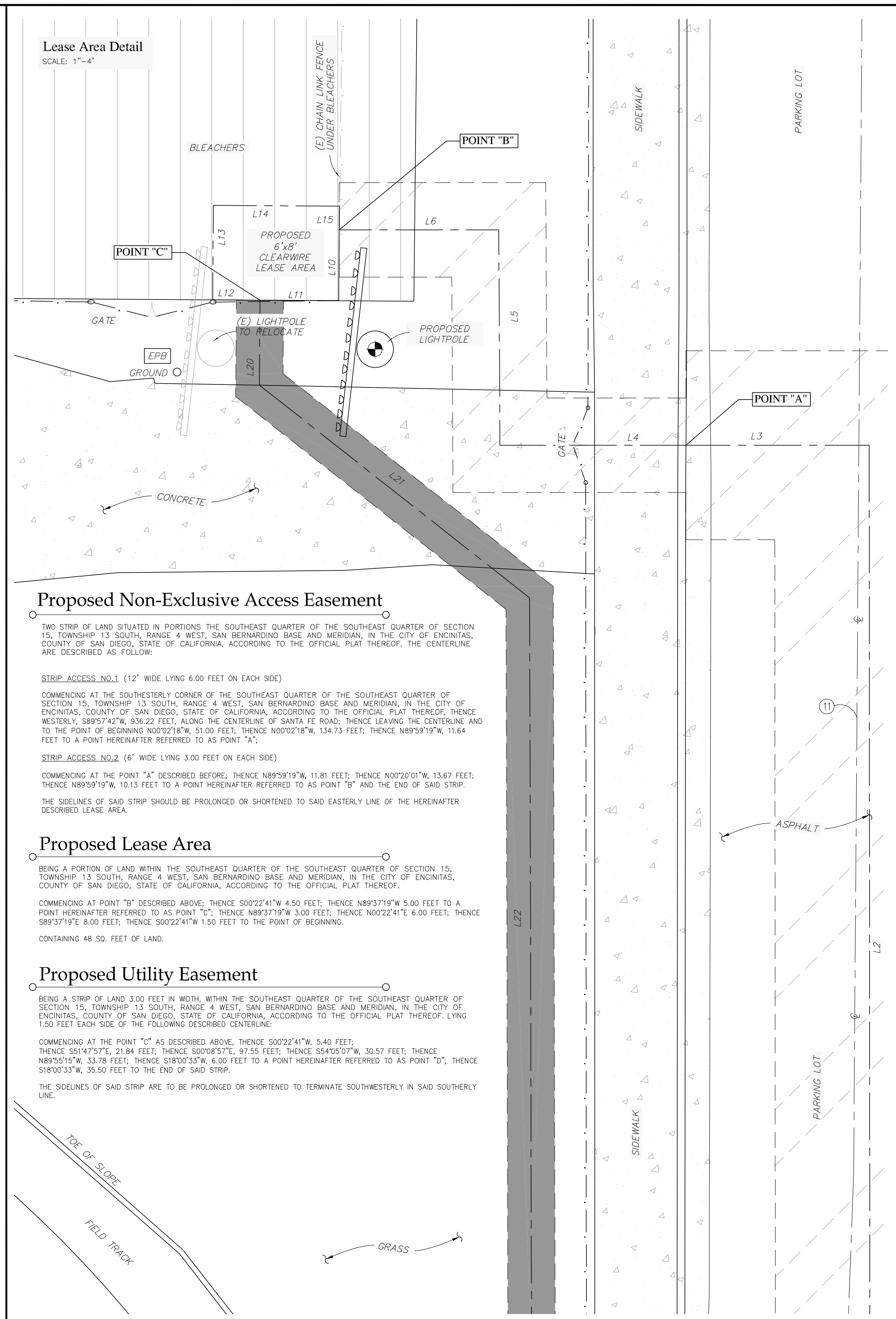
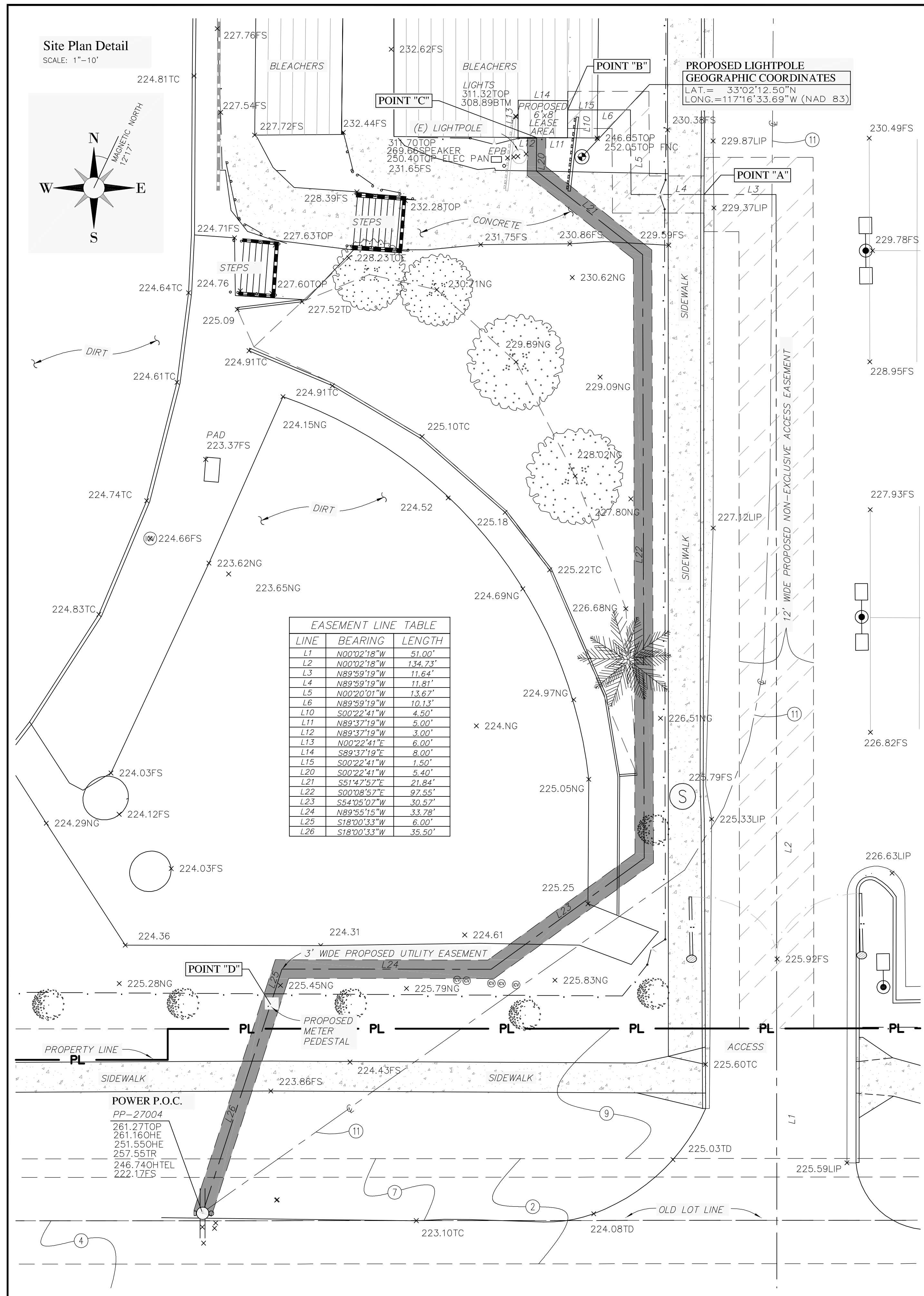
REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
A	07-15-10	SUBMITTAL	CT
0	07-16-10	FINAL	CT

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE:
SURVEY

SHEET NUMBER:
LS-1
SHEET 1 OF 2



clear wire
4400 CARILLON POINT
KIRKLAND, WA 98033

PDC CORPORATION
CP
13225 DANIELSON ST., SUITE 200
POWAY, CA 92064
TEL: (858) 668-2828
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Tel: (951) 973-8076

PROFESSIONAL SEAL:
MIGUEL A. VILLASENOR
P.L.S. 8509
EXP. 12/31/10
STATE OF CALIFORNIA
Miguel A. Villaseñor
PLS 8509 EXP. DATE: 12-31-10

SAN DIEGUITO ACADEMY
CA-SDG5061D
800 SANTA FE DRIVE
ENCINITAS, CA 92024

REVISIONS			
NO.	DATE	DESCRIPTION	INITIAL
A	07-15-10	SUBMITTAL	CT
0	07-16-10	FINAL	CT

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE:
SURVEY

SHEET NUMBER:
LS-2
SHEET 2 OF 2

THE INFORMATION CONTAINED IN THIS SET OF SURVEY DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 29, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Sue Koehnen, Director of Human Resources

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: Tentative Agreement with the California School Employees Association, Chapter 241

EXECUTIVE SUMMARY

On June 17, 2010 the District concluded negotiations and reached a tentative agreement with the California School Employees Association (CSEA), Chapter 241. This agreement was ratified by the CSEA membership on June 29, 2010.

The tentative agreement includes the following:

- Salary provisions:
 - 2009-10: 0% increase to the salary schedule
 - 2010-11: Salary increase if there is an increase in district-received property revenue
 - 2011-12: Reopener for wages and benefits
- Benefit provisions:
 - January 2011: Increase in co-pays for Kaiser and Pacificare Health Plans
 - September 2010: New flexible spending account for dental
 - Benefits for Retirees: Continue existing pilot through July 1, 2014
- Evaluation Process: Restructure of the process for probationary and permanent employees

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Master Contract Tentative Agreement with the California School Employees Association, Chapter 241 effective July 1, 2009 through June 30, 2012.

FUNDING SOURCE:

General Fund

ITEM 19

ATTACHMENTS:

1. Tentative Agreement regarding the Master Contract between the California School Employees Association, Chapter 241 and San Dieguito Union High School District
2. Summary of Changes

San Dieguito Union High School District
Human Resources Division
District Package Proposal: June 17, 2010

ITEM 19

JA
S. H. H. H.
12:42

Article 3 Section I:	Representative Rights	03/17/10: Withdrawn by CSEA
Article 8 Section C:	Promotions	12/04/09: Withdrawn by CSEA
Article 9:	Working Out of Classification	03/17/10: Tentative Agreement
Article 14:	Personal Property	11/13/09: Tentative Agreement
Article 6F:	Hours of Employment	6/17/10: Tentative Agreement
Article 17 Section I:	Classification and Reclassification	03/17/10: Withdrawn by CSEA
Article 21:	Evaluation Process/Personnel File	05/06/10: Tentative Agreement
Article 22:	Grievance Procedure	12/04/09: Withdrawn by CSEA

Article 11: Wages

- A. The term of the contract shall be from July 1, 2009 through June 30, 2012.
- B. For the 2009-2010 school year, there will be 0% increase to the salary schedule.
- C. For the 2010-2011 school year, the salary schedule shall be increased if there is an increase in district-received property tax revenue as compared from the 2009-10 school year to the 2010-2011 school year. Any such raise would be retroactive to July 1, 2010, The District would apply to the classified salary schedule a percentage increase derived by multiplying increase by one-half. This calculation will be determined when district revenue from property tax income is finalized (approximately May of each school year).
 - a. For example, if the district's property tax increase equated to 2%, the multiplying 2% by one-half would yield a salary schedule increase of 1%.
- D. For the 2011-12: Reopener for wages and benefits

FLEXIBLE SPENDING ACCOUNT

Effective January 2011: The office visit co-pay for Kaiser medical plan will increase to \$5.00. The office visit co-pay for Pacificare HMO will increase to \$10.00/visit. The flex amount will reduce accordingly.

HEALTH AND DENTAL PROGRAMS:

Starting with the September 30, 2010 paycheck the District will pay \$545.00 annually/\$54.50 tenthly into a separate Dental Flex account for all employees in a paid status of 0.5 FTE or greater. Employees will remain on their current dental plan of choice through December 31, 2010. During fall open enrollment, employees may choose between the Dental DMO or the Delta Premier Plan which is effective on January 1, 2011. Employees will pay any cost above flex contribution.

BENEFITS FOR RETIREES:

Change in current language – keep pilot through July 1, 2014.

Tentative Agreement: 6/17/10 @ 12:42 p.m.

Sue Kalinen
St. L.
[Signature]
David Joffe
[Signature]
David L. Pedraza
Linda Blaband
Serra Gonzalez

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

San Dieguito Union High School District
Human Resources Division
Summary of Changes to Master Contract

ITEM 19

Article 6F: Hours of Employment

Add additional paragraph as follows:

This provision does not apply to pre-scheduled extra duty where two tasks are required during a day at separate times (e.g. opening and closing of facilities, turning on or off water, gas, electric, etc.). In such situations, employees who complete both tasks shall receive either two hours of pay at the appropriate rate or receive compensation at the appropriate rate for the actual time it takes to perform both tasks, whichever is greater.

Article 9: Working Out of Classification

Add additional paragraph as follows:

When an employee is assigned to work for five consecutive days in the following job classifications, the employee will be paid for working out of class at the range and step indicated on Appendix A of the Master Contract

Custodian Crew Leader
School Plant Supervisor, MS
School Plant Supervisor, HS
Grounds/Maintenance Equipment Operator
Lead School Bus Driver
Lead Grounds Worker
Lead Maintenance Worker

This new provision will be effective on the signed agreement date.

Article 11: Wages

- A. The term of the contract shall be from July 1, 2009 through June 30, 2012.
- B. For the 2009-2010 school year, there will be 0% increase to the salary schedule.
- C. For the 2010-2011 school year, the salary schedule shall be increased if there is an increase in district-received property tax revenue as compared from the 2009-10 school year to the 2010-2011 school year. Any such raise would be retroactive to July 1, 2010, The District would apply to the classified salary schedule a percentage increase derived by multiplying increase by one-half. This calculation will be determined when district revenue from property tax income is finalized (approximately May of each school year).
 - a. For example, if the district's property tax increase equated to 2%, the multiplying 2% by one-half would yield a salary schedule increase of 1%.
- D. For the 2011-12: Reopener for wages and benefits

Article 12: Fringe Benefits

FLEXIBLE SPENDING ACCOUNT

Effective January 2011: The office visit co-pay for Kaiser medical plan will increase to \$5.00. The office visit co-pay for Pacificare HMO will increase to \$10.00/visit. The flex amount will adjust accordingly.

HEALTH AND DENTAL PROGRAMS:

Starting with the September 30, 2010 paycheck the District will pay \$545.00 annually/\$54.50 tenthly into a separate Dental Flex account for all employees in a paid status of 0.5 FTE or greater. Employees will remain on their current dental plan of choice through December 31, 2010. During fall open enrollment, employees may choose between the Dental DMO or the Delta Premier Plan which is effective on January 1, 2011. Employees will pay any cost above flex contribution.

BENEFITS FOR RETIREES: Change in current language – keep pilot through July 1, 2014.

Article 14C: Personal Property

ITEM 19

Mechanics' Tools: Mechanics required to bring tools to work in order to perform their duties shall be granted up to eight hundred dollars (\$800.00) per year to purchase tools and/or parts for the purpose of updating repair, or replacement of personal tools. A written request with full description of the tool shall be submitted to the District prior to the reimbursement.

Article 150: Vacations

Calendar Definitions as listed above:

12-Month

Employees work in all twelve months of the school year July 1st – June 30th. Employees are paid the hourly rate as shown on the salary schedule. Employees work 246 days and receive pay for 14 holidays = **260 paid days/year**.

11.5-Month

Employees work in all twelve months of the school year July 1st – June 30th and are in unpaid status for part of August. Employees are paid on a “fixed payroll schedule”. Employees work 237 days and receive pay for 14 holidays = **251 paid days/year**.

11-Month

Employees work in eleven months of the school year from August 1st – June 30th and are in unpaid status for the month of July. Employees are paid on a “fixed payroll schedule”. Employees work 225 days and receive pay for 13 holidays = **238 paid days/year**.

School Term + 10

Employees work the School Term when students are in session plus 10 additional days. Employees are paid on a “fixed payroll schedule”. Employees work 192 days and receive pay for 13 holidays = **205 paid days/year**.

School Term + 5

Employees work the School Term when students are in session plus 5 additional days. Employees are paid on a “fixed payroll schedule”. Employees work 187 days and receive pay for 13 holidays = **200 paid days/year**.

School Term

Employees work the School Term when students are in session plus District Inservice Days. Employees are paid on a “fixed payroll schedule”. Employees work 182 days and receive pay for 13 holidays = **195 paid days/year**

District and CSEA will select day(s) for all 12-month employees to be off on a non-work, non-paid day on the years when the calendar exceeds 260 days.

Article 21: Evaluation Process/Personnel File

Evaluation Process

All regular employees shall be evaluated by their supervisor in accordance with the following schedule:

A. **Probationary Employees:**

1. The second and fourth months of service.
2. During the sixth month, the employee will receive the final probationary evaluation that will be a determination for Recommendation for Permanent Status. More frequent evaluations may be made at the discretion of the supervisor.

B. Permanent Employees:

ITEM 19

1. At least once each year and at any time more than 60 days later if the employee leaves the control of that supervisor. More frequent evaluations may be made at the discretion of the supervisor.
 2. Permanent Employees shall meet with his/her supervisor 30 working days before or after his/her hire date to be evaluated on his/her past performance and to set performance objectives for the subsequent evaluation period. The evaluation form will be signed by the supervisor and the employee.
- C. At any time, the supervisor may provide a minimum of thirty (30) working days notice of a Corrective Action Plan. Included in this notice shall be the specific areas of concern with directives for each area. In addition, the supervisor shall indicate assistance to be given to the employee in each area. The employee who receives a Corrective Action Plan will not be granted a salary step advancement until the employee has completed the directives as indicated in the time frame specified. Once the employee has completed the Corrective Action Plan their salary step advancement will be given, retrospectively back to their hire date.
- D. At the conclusion of the evaluation process, the original copy of the evaluation and any attachments will be sent to the Classified Personnel office to be filed in the employee's personnel file.
- E. The judgment of the supervisor or the reviewer is not subject to the Grievance Procedure.
- F. For the purposes of evaluation procedures, an employee's supervisor may, at the District's option, be a member of the bargaining unit.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: August 3, 2010

BOARD MEETING DATE: August 10, 2010

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

SUBJECT: 2010-11 Action Plans

.....

EXECUTIVE SUMMARY

The 2008-09 school year was devoted to a planning process with a focus on revitalizing the district's Strategic Plan. In the Fall of 2009, the Board of Trustees adopted a new **Strategic Plan** with a **Vision** statement that reads,

"To provide a world-class education for all students through quality programs that engage students, inspire achievement and service to others, prepares them to be lifelong learners and responsible members of society."

In order to fulfill that **Vision**, the Board adopted a set of **Values** and **Beliefs** Statements that underlie it, a set of **Priorities** to make it a reality, and **Commitments** to ensure its fulfillment.

The Board is presented, for a First Reading, nine **Action Plans** for 2010-11 that will guide every aspect of the District relative to the **Strategic Plan**. Whereas the **Strategic Plan** is the compass that guides the journey, the **Action Plans** comprise the detailed map to ensure arrival at the destination.

RECOMMENDATION:

This information is presented for Board review, discussion and input. This item will be brought to the Board on September 2, 2010, for final review.

FUNDING SOURCE:

Not applicable

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 23, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Eric R. Dill, Assoc. Superintendent, Business

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: First Read of Revised Board Policy 3400 &
3400 AR/1 – “Management of District
Assets”

EXECUTIVE SUMMARY

On May 22, 2010, the San Diego County Civil Grand Jury released a report titled, “Ethics in Government—Code of Ethics, Internal Controls, Fraud Hotlines.” The report contained findings and recommendations related to those subjects directed toward the county, all cities, all school districts, all community college districts, and several other government agencies in the county. All of the public entities addressed in the report are required to respond to the presiding judge.

Three of the recommendations in the report pertain to school districts. Recommendation 10-73 suggests that each school district governing board adopt “integrated comprehensive Codes of Ethics defining and prohibiting fraud, waste, abuse and conflict of interest.” Our draft response to the presiding judge notes that the District has existing policies pertaining to conflicts of interest, internal controls, and use of District resources.

Notwithstanding, Administration reviewed current Board Policy language and recommends revisions to Board Policy 3400 “Management of District Assets,” which further articulate the Board’s commitment to effective use of public funds and require employees to be vigilant for and report any instances of waste, fraud, or abuse of District resources to their supervisors.

ITEM 21

In support of the proposed revisions, a new Administrative Regulation has also been drafted. The new regulation directs all employees to be alert for any indication of fraud, financial impropriety or irregularity and report those suspicions to their supervisor or Superintendent. An independent fraud hotline has been established so that employees may make anonymous reports. The regulation gives several examples of inappropriate behavior which we will incorporate into a code of ethics. Upon approval of the revised Board Policy and Administrative Regulation, staff will communicate the new standards and fraud hotline to employees.

RECOMMENDATION:

This item is being submitted for the first read and will be resubmitted to the Board for approval on September 3, 2010. It is recommended that the Board review the proposed revisions to Board Policy 3400 "Management of District Assets."

FUNDING SOURCE:

Not applicable.

MANAGEMENT OF DISTRICT ASSETS/ACCOUNTS

The Governing Board recognizes its fiduciary responsibility to effectively manage and safeguard the district's assets and resources in order to help achieve the district's goals for student learning. The Superintendent or designee shall establish and maintain an accurate, efficient financial management system that enhances the district's ability to meet its fiscal obligations, produces reliable financial reports, and complies with laws, regulations, policies, and procedures. He/she shall ensure that the district's accounting system provides ongoing internal controls and meets generally accepted accounting standards.

INTERNAL CONTROLS/FRAUD PREVENTION

The Board expects Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with the district to act with integrity and due diligence in dealings involving the district's assets and fiscal resources.

The Superintendent or designee shall develop internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the district. These internal controls may include, but are not limited to, segregating employee duties relating to authorization, custody of assets, and recording or reporting of transactions; providing detailed, written job descriptions explaining the segregation of functions; adopting an integrated financial system; conducting background checks on business office employees; and requiring continuous in-service training for business office staff on the importance of fraud prevention.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to his/her immediate supervisor and/or the Superintendent or designee. In addition, the Superintendent or designee shall establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity.

The Superintendent or designee shall have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, the district's auditors, law enforcement agencies, or other governmental entities, as appropriate.

The Superintendent or designee shall provide regular reports to the Board on the status of the district's internal control procedures and recommend any necessary revisions to related Board policies or administrative regulations.

ACCOUNTING SYSTEMS

General and budgetary accounting is prescribed by the Education Code and must be in accordance with the California State Department of Education Accounting Manual. The Superintendent or designee shall provide ongoing internal accounting controls and a means for the accounting of income and expenditures as outlined in the adopted budget.

AUDITS

All accounts shall be audited annually as prescribed by the Education Code. The audit examination shall be conducted in accordance with the requirements of the State Controller. By April 1 of each year, the Board shall provide for an audit of all district funds, any other funds which are administered pursuant to a joint powers agreement, and attendance procedures. To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy. The audit shall identify all expenditures by source of funds and shall contain the following:

1. A statement that the audit was conducted pursuant to standards and procedures established in the audit guides developed by the State Controller.
2. A summary of audit exceptions and management recommendations. The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

The Superintendent or designee shall file the report of the audit with the County Superintendent of Schools, the Department of Education, and the State Controller no later than December 15.

ENCUMBERING

In order to have a clear picture of the district's financial condition readily available and as current as possible, the Superintendent or designee shall see that funds are encumbered in the district accounting records immediately after an expenditure is committed for subsequent payment.

OBLIGATION OF CONTRACT

The district's obligation of contract, with regard to financial transactions, shall commence when the Board adopts a resolution formally adopting, approving, or entering into any financial transaction, or when the Superintendent or designee enters into any financial transaction under authority specified by law or Board policy.

With the mutual consent of the Board or Superintendent or designee and the other party or parties to the financial transaction, a different time may be set for the commencement of the obligation. The Board shall not adopt any resolution which would be binding until the terms of the transaction are sufficiently definite.

LEGAL REFERENCE

CALIFORNIA EDUCATION CODE

14500-14508	Financial and compliance audits
14505	Withholding percentage of audit fee until certification of conformance to audit guide; appeal
35035	Powers and duties of superintendent

BUSINESS

ITEM 21
3400

35250	Duty to keep certain records and reports (accurate account of expenditures and receipts)
41010-41023	Accounting regulations, budget controls and audits
41010-	Accounting system; requirements for Accounting Manual
41011-	Accounting system requirements
41012-	Uniform cost accounting procedure to determine allowances for handicapped minors
41013-	Transfers from district general funds; accounting rules and regulations
41014-	Requirement of budgetary accounting
41020-	Requirement for annual audit
41020.3-	Review of annual audit
41020.5-	Audit not in conformance
42600	District budget limitation on expenditures
42601	Transfers between funds to permit payment of obligations at close of year
42603	Transfer of special or restricted funds moneys
42647	Drawing of warrants by district on county treasurer; form; reports, statements and other data

Government Code

53995-53997 Obligation of contract

Management Resources:

CSBA Publications

Maximizing School Board Governance: Budget Planning and Adoption, 2006

Maximizing School Board Governance: Fiscal Accountability, 2006

School Finance CD-ROM, 2005

Governmental Accountings Standards Board

Statement 34, Basic Financial Statements - and Management's Discussion and Analysis - For State and Local Governments, June 1999

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education, School Finance: <http://www.cde.ca.gov/fg>

California State Controller's Office: <http://www.sco.ca.gov>

Fiscal Crisis & Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

MANAGEMENT OF DISTRICT ASSETS/ACCOUNTS

ACCOUNTS

The district's accounting system shall fully comply with the definitions, instructions and procedures set forth in the California Department of Education School Accounting Manual.

The Superintendent or designee shall ensure that funds are encumbered in the district accounting records immediately after an expenditure is committed for subsequent payment.

FRAUD, WASTE, & ABUSE - PREVENTION AND INVESTIGATION

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to his/her immediate supervisor and/or the Superintendent or designee. Employees and outside persons may also anonymously report any suspected instances of fraud, impropriety, or irregularity by calling the WeTip 24/7 hotline at 1-800-78-CRIME (1-800-782-7463).

Fraud, financial improprieties or irregularities include but are not limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the district
2. Forgery or unauthorized alteration of a check, bank draft or any other financial document
3. Misappropriation of funds, securities, supplies or other assets
4. Impropriety in the handling of money or reporting of financial transactions
5. Profiteering as a result of insider knowledge of district information or activities
6. Disclosing confidential and/or proprietary information to outside parties
7. Disclosing investment activities engaged in or contemplated by the district
8. Accepting or seeking anything of material value from contractors, vendors or persons providing services or materials to the district
9. Destroying, removing or inappropriately using of records, furniture, fixtures or equipment
10. Failing to provide financial records to authorized state or local entities
11. Use of district position or resources for personal or private gain.
12. Directing purchases of goods or services to organizations in which the employee has a financial interest.
13. Accepting gifts, services, travel, entertainment, jobs for immediate family members, or other special considerations that may give the appearance that the benefit could improperly influence district decisions.
14. Hiring, assigning, promoting, or supervising family members or in a way that creates the appearance of impropriety.
15. Failing to disclose waste, fraud, abuse, and corruption to the appropriate personnel at the

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district.

16. Using authority to intimidate, threaten, or retaliate against a person to attempt to interfere with the disclosure of potentially improper governmental activity.
17. Any other dishonest or fraudulent act

The Superintendent or designee shall investigate reports of waste, fraud or abuse in a manner that protects the confidentiality of the parties and the facts. All employees involved in the investigation shall be advised to keep information about the investigation confidential.

If an investigation substantiates the occurrence of a fraudulent activity, the Superintendent or designee shall issue a report to appropriate personnel and to the Governing Board. The final disposition of the matter and any decision to file a criminal complaint or refer the matter to the appropriate law enforcement and/or regulatory agency for independent investigation shall be made in consultation with legal counsel. The result of the investigation shall not be disclosed to or discussed with anyone other than those individuals with a legitimate need to know.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: July 27, 2010

BOARD MEETING DATE: August 10, 2010

PREPARED BY: Rick Schmitt
Associate Superintendent/Educational Services

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: Board Policy Revisions

EXECUTIVE SUMMARY

Several Board Policies are in need of revision, as proposed on the attached chart, and are being submitted for your review.

RECOMMENDATION:

These policy changes are being submitted for review, and will be resubmitted for action at the September 2, 2010 meeting. It is recommended that the Board approve these revisions to Board Policy at the September 2, 2010 meeting.

FUNDING SOURCE:

Not applicable.

Board Policy Changes

August, 2010

Board Policy / AR#	Reason for the Change
BP 5116.1 / AR-2	HS Selection and Intra and Interdistrict cleanup and loophole closures.
BP 5125.1 / AR-1	Mandated policy and regulation to reflect new federal regulations. Suggestion is to delete the existing AR and use CSBA's AR. Our Board Policy is okay as is.
BP 5141.33	We currently have no board policy on dealing with head lice.
BP 6141.1	CSBA uses number 6158 for this policy. This policy has not been revised since April 19, 1990. This policy needs to be revised in order to comply with state regulation around Independent Study. The current policy 6141.1 requires more detail regarding Independent Study contracts, maximum length of time allowed for students to complete work and supervising teacher responsibilities. Again, using CSBA as a guide the revision includes the additional detail.
BP 6141.1/AR-1	6141.1 / AR-1 has not been revised since April 19, 1991. The AR needs revision to include updated information on educational opportunities, course equivalency and eligibility. The biggest changes in the AR are around the contract requirements, administration, supervising teacher responsibilities and student rights and responsibilities. These changes bring us into compliance with current state regulations on independent study as an educational option.
BP 5144.1 / AR-1 and AR-2	Suspension and Expulsion Due Process Additional Language in AR-1; delete current AR-2 and use CSBA's.
BP 5125.1	There are mandated policy changes and updated language needs to be added to the Board Policy.

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5116.1 / AR-2

HIGH SCHOOL SELECTION

SELECTION PROCEDURES

The ~~2010-11~~ ~~2011-12~~ high school selection filing period begins on ~~January 11, 2010~~ ~~January 10, 2011~~ and closes on ~~February 8, 2010~~ ~~February 7, 2011~~. Students may not switch school choices after the application deadline. No applications will be accepted for the non-boundary schools (SDA/CCA) after the ~~February 8, 2010~~ ~~February 7, 2011~~ deadline. Students who are selected to attend the non-boundary schools (SDA/CCA) are required to enroll at SDA/CCA ~~by March 26, 2010~~ ~~April 1, 2011~~. Students who fail to enroll by ~~March 26, 2010~~ ~~April 1, 2011~~, will lose their lottery position. A public lottery will be held on ~~February 25, 2010~~ ~~February 24, 2011~~, if ~~needed~~ ~~necessary~~.

Canyon Crest Academy and San Dieguito High School Academy

~~A. All 9-12 students who reside within district boundaries are eligible to apply for admission to Canyon Crest Academy or San Dieguito High School Academy. High School Selection shall be submitted online prior to the designated deadline. If applications for admission exceed the program capacity of the schools, a random, unbiased process will be followed to select those applicants eligible to enroll. Those not selected to enroll initially will be placed on a waiting list by grade level in the priority order in which they were selected. A waiting list will remain in force for one full year or until exhausted.~~

~~B. Enrollment Procedures~~

- ~~1. District resident sibling applicants of current year 9th-11th grade students are eligible to attend either CCA or SDA as long as their sibling is currently at that academy. A CCA incoming sibling has no priority at SDA and vice versa. Eligible siblings must participate in the high school selection process and meet the enrollment deadline.~~
- ~~2. Enrollment in a school of choice shall be determined by lottery from the eligible applicant pool, and a waiting list shall be established to indicate the order in which students may be accepted as openings occur. Late applications shall not be added to the waiting list.~~

CURRENT 8TH GRADE DISTRICT STUDENTS & RANCHO SANTA FE MIDDLE SCHOOL STUDENTS

All District students and Rancho Santa Fe Middle School students entering grade 9 must declare the high school they wish to attend by submitting their online high school selection, during the high school selection filing period.

CURRENT 9TH, 10TH & 11TH GRADE DISTRICT STUDENTS

Students currently in grades 9, 10, or 11 who wish to remain at the same high school for the following school year, DO NOT need to participate in the selection process. They will automatically be enrolled in their current school for next year. Only students who wish to change schools, must declare the high school they wish to attend by submitting their online

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high school selection, during high school selection filing period. Students who do not participate in the selection process are not eligible to attend Canyon Crest Academy or San Dieguito Academy.

STUDENTS NEW TO DISTRICT & PRIVATE SCHOOL / LIVING WITHIN SDUHSD BOUNDARIES

All 8th – 11th grade students living within the SDUHSD boundaries who are currently enrolled in private schools or will be new to the district in the Fall of the next school year, must declare the high school they wish to attend by submitting their online high school selection, during the high school selection filing period. Students who are moving into the district are only eligible to attend an academy school if their primary residence is within the district boundaries prior to the close of the high school selection filing period.

SUNSET/NORTH COAST STUDENTS

Sunset and North Coast students who wish to return to the Academy school they came from may do so by scheduling an appointment with the school principal. Sunset and North Coast students who wish to leave SS/NC and attend a school that is different from the high school they previously attended, must participate in the online high school selection process during the high school selection filing period.

CURRENT 8TH GRADE STUDENTS FROM OAK CREST & DIEGUENO MIDDLE SCHOOLS

La Costa Canyon High School attendance area students (incoming 9th grade students from Oak Crest and Diegueno Middle Schools) may select from one of (4) choices: La Costa Canyon High School, Torrey Pines High School, Canyon Crest Academy, or San Dieguito Academy. However, students in the La Costa Canyon attendance area must complete an intra-district transfer application to attend Torrey Pines. Intra-district applications must be turned in to the SDUHSD District Office by the designated date.

CURRENT 8TH GRADE STUDENTS FROM CARMEL VALLEY & EARL WARREN MIDDLE SCHOOLS

Torrey Pines High School attendance area students (incoming 9th grade students from Earl Warren and Carmel Valley Middle Schools) may select from one of (4) choices: Torrey Pines High School, La Costa Canyon High School, Canyon Crest Academy, or San Dieguito Academy. However, students in the Torrey Pines High School attendance area must complete an intra-district transfer application to attend La Costa Canyon High School. Intra-district applications must be turned in to the SDUHSD District Office by the designated date.

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CURRENT CCA & SDA STUDENTS

Current CCA and SDA students may apply to the other academy without losing their spot at the academy they are currently attending, by selecting online the other academy school, prior to the end of the high school selection filing period and meeting the enrollment/course selection deadline.

STUDENTS NOT RETURNING

Students who will not be returning to SDUHSD in the Fall of the next school year, must go online and mark, "Not Returning – I am going to...", and identify where they will be attending in the Fall of the next school year.

MEDICAL LEAVE

Students who leave an academy school for medical reasons may return to that same school providing they have met with the site administration beforehand and have agreed to the leave in writing. In order to return the student must have their primary residence within the district boundaries.

FOREIGN EXCHANGE PROGRAMS

Students who leave an academy school to attend an approved foreign exchange program may return providing:

- The program is an approved foreign exchange program (CIF listing). The student leaving must provide written proof of the approved program.
- They return to the same academy school they left. If they wish to change schools they must participate in the high school selection process during the regular filing period.
- The student has their primary residence within the district boundaries.

Host families of a Foreign Exchange Student that is part of an approved foreign exchange program (see above), may have that student attend the same academy school as their student.

SIBLINGS

District resident sibling applicants of current 9th -11th grade students are eligible to attend either CCA or SDA as long as their sibling will be attending that academy in the Fall of the following school year. A CCA sibling has no priority at SDA and vice versa. Eligible siblings must declare their high school academy choice online during the high school selection filing period.

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CHANGING YOUR HIGH SCHOOL SELECTION

All students who wish to change their previously submitted online high school selection must contact the District Office at the designated number.

Any changes to the high school selection will be accepted up to and including the final day of the selection process. Changes after the close of the selection process will not be accepted.

EQUAL CHANCE / APPLICATION SUBMITTAL

There is no first come first served advantage to submitting prior to the deadline of the high school selection process. All applications submitted before the deadline will have an equal chance in the lottery for CCA/SDA.

LOTTERY

If necessary, a lottery will be drawn for Canyon Crest and/or San Dieguito Academies and the date and time will be announced.

SELECTION DEADLINE IS FINAL

The submitted high school selection is final at the close of the selection process. No changes will be permitted after the application deadline.

LATE APPLICATIONS

Late applicants (filing AFTER the deadline) will not be accepted. Please register/enroll at your boundary school.

ENROLLMENT/REGISTRATION/COURSE SELECTION DEADLINE

Students new to the district must enroll/register prior to course selection. Students who are selected to attend SDA/CCA are required to complete course selection by designated date and time or they will lose their lottery position.

INTRA-DISTRICT TRANSFERS

Students with currently approved intra-districts transfers at LCC & TP do not need to reapply each year.

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NEW LCC & TP intra-district transfer applicants: Students within the district may apply for intra-district transfers between La Costa Canyon High School and Torrey Pines High School. New LCC/TP intra-district transfer applicants must complete an intra-district transfer application available online. Intra-district transfer applications must be delivered to the SDUHSD District Office by the designated date.

INTER-DISTRICT TRANSFERS

At this time the district is not approving new inter district transfer permits. Students who are in good standing in attendance, behavior and scholarship who were enrolled on inter-district attendance permits prior to September 1, 2009 may continue to attend a non Academy school within the district until they graduate.

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5125.1 / AR-1

RELEASE OF DIRECTORY INFORMATION

At the beginning of each school year, all parents/guardians shall be notified as to ~~what~~ the categories of directory information the school or district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (34 CFR 99.37; Education Code 49063, 49073) (cf. 5125 - Student Records) (cf. 5145.6 - Parental Notifications)

Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (34 CFR 99.3; Education Code 49061)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date and place of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

NOTIFICATION TO PARENTS/GUARDIANS

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

PARENT/GUARDIAN CONSENT

Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information not be disclosed ~~without the parent/guardian's prior consent~~. (20 USC 1232g, 7908; Education Code 49073)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

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5125.1

RELEASE OF DIRECTORY INFORMATION

~~The Superintendent or designee may authorize the release of student directory information to representatives of the news media, prospective employers or nonprofit organizations as provided by law. Unless prohibited by the parent/guardian in accordance with law, directory information which school officials may disclose consists of the following: student's name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, degrees and awards received, and most recent previous school attended.~~

~~Legal Reference: **California Education Code**~~

~~49061 Definitions~~

~~49063 Notification of parents of their rights~~

~~49073 Release of directory information~~

~~49073.5 Directory information; military representatives; telephone numbers~~

~~49603 Public high schools; military recruiting~~

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students.

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503;

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. cf. 1113 - District and School Web Sites)

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5125.1

Legal Reference:

EDUCATION CODE

<u>49061</u>	Definitions
<u>49063</u>	Notification of parents of their rights
<u>49073</u>	Release of directory information
<u>49073.5</u>	Directory information; military representatives; telephone numbers
<u>49603</u>	Public high schools; military recruiting

UNITED STATES CODE, TITLE 10

<u>503</u>	Military recruiter access to directory information
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UNITED STATES CODE, TITLE 20

<u>1232g</u>	Family Educational Rights and Privacy Act
<u>7908</u>	Armed forces recruiter access to students and student recruiting information

CODE OF FEDERAL REGULATIONS, TITLE 34

<u>99.1-99.67</u>	Family Educational Rights and Privacy
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Management Resources:

WEB SITES

U.S. Department of Education, Family Policy Compliance Office:
<http://www.ed.gov/policy/gen/guid/fpc/index.html>

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Access to High School Students and Information on Students by Military Recruiters, 2002
(11/01 7/02) 7/05

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HEAD LICE

The Governing Board believes that the district's head lice management program should emphasize the correct diagnosis and treatment of head lice in order to minimize disruption of the education process and to reduce the number of student absences resulting from infestation

School employees shall report all suspected cases of head lice to the school nurse or designee. The nurse or designee shall examine the student and other students who are siblings of the affected student or members of the same household.

If a student is found with active, adult head lice, he/she shall be excluded from attendance. The parent/guardian of an excluded student shall receive information about recommended treatment procedures and sources of further information. The student shall be allowed to return to school the next day and shall be checked by the nurse or designee before returning to class. Once he/she is determined to be free of lice, the student shall be rechecked between 7 to 14 days once it has been determined that they are free of lice.

A "chronic" case is a student found infested during three separate months in a school year or for six consecutive weeks. The District reserves the right to have school sites refer students who have chronic incidents of head lice to the School Attendance Review Board (SARB). The principal and school nurse shall work with the parents/guardians of any student who has been deemed to be a chronic head lice case in order to help minimize the student's absences from school.

Note: The following optional paragraph should be modified to reflect district practice.

Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.

Legal References

cf. 5141.3	Health Examinations
cf. 5141.6	School Health Services
Education Code 48213	The Superintendent or designee shall send home the notification required by by law for excluded students.
cf. 5112.2	Exclusions from Attendance
cf. 5145.6	Parental Notifications
cf. 5113	Absences and Excuses
cf. 5113.1	Truancy
cf. 5125	Student Records
cf. 4119.23/4219.23/4319.23	Unauthorized Release of Confidential/Privileged Information)

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EDUCATION CODES:

48210-48216 Persons excluded
49451 Physical examinations: parent's refusal to consent

MANAGEMENT RESOURCES:

American Academy of Pediatrics
Lice, Nits, and School Policy, Official Journal of the American Academy of Pediatrics, May 2001

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS:

Guidelines on Head Lice Prevention and Control for School Districts
and Child Care Facilities, 2009

CALIFORNIA SCHOOL NURSES ORGANIZATION:

Position Statement: Pediculosis Management, 2005

WEB SITES:

California Department of Public Health: <http://www.cdph.ca.gov>
California School Nurses Organization: <http://www.scno.org>
Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:
<http://www.cdc.gov/ncidod/dpd/parasites/lice>

(6/89 7/99) 7/06

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SUSPENSION AND EXPULSION / DUE PROCESS

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, "suspension" does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided.
(Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel.
(Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as a secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School Property for the purposes described in Education Code 48900, includes but is not limited to electronic files and databases. (Education Code 48900©)

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Codes 35291.5, 48900.1, 48980)

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Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 48900(a))

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))
3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in the Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code (g))
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code. (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

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12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm, i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
16. ~~Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))~~ ~~Made terrorist threats against school officials and/or school property (Education Code 48900.7)~~

~~A student in grades 4 through 12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:~~

17. ~~Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))~~ ~~Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)~~

~~Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))~~

18. ~~Made terrorist threats against school officials and/or school property. (Education Code 48900.7)~~ ~~Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 33032.5 (Education Code 48900.3)~~

~~A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:~~

19. ~~Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)~~ ~~Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment (Education Code 48900.4)~~
20. ~~Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)~~
21. ~~Intentionally engaged in harassment, threats, or intimidation against district personnel or students that~~

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is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

22. Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))

Bullying means one or more acts by a student or group of students that constitute sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(r))

Alternatives to suspension or expulsion, such as referral to SARB (School Attendance Review Board), will be used with students who are truant, tardy, or otherwise absent from assigned school activities.

SUSPENSION FROM CLASS BY A TEACHER/PARENTAL ATTENDANCE

A teacher may suspend any student from his/her class for the day of the suspension and the next day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When suspending a student from his/her class, the teacher shall immediately report this action to the principal and send the student to the principal for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been suspended.

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference

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regarding the suspension. A counselor or psychologist should attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests.

A suspended student shall not be returned to class during the period of suspension without the approval of the teacher of the class and the principal. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the suspended student to complete any assignments and tests missed during the suspension. (Education Code 48913)

Pursuant to Board policy, a teacher may require the parent/guardian of a student whom the teacher has suspended to attend a portion of a school day in his/her child's classroom. When a teacher makes this requirement, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is required pursuant to law. (Education Code 48900.1)

SUSPENSION BY SUPERINTENDENT, PRINCIPAL, OR PRINCIPAL'S DESIGNEE

The Superintendent, principal, or principal's designee may suspend a student from a school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife, as defined in Education Code 48915(g), at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058.
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above.
5. Possession of an explosive as defined in 18 USC 921.

Explosive means a destructive device and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device. A destructive device includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines the student violated items (1) - (5) listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year, unless for purposes of adjustment a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911)

SUSPENSIONS SHALL BE INITIATED ACCORDING TO THE FOLLOWING PROCEDURES

1. Informal Conference

Suspension shall be preceded by an informal conference conducted by the principal, designee or the Superintendent with the student and, whenever practicable, the teacher, supervisor or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911(b))

This conference may be omitted if the principal, designee or the Superintendent determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference will be held as soon as the student is physically able to return to school. (Education Code 48911(c))

2. Administrative Actions

All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior.

The principal and/or designee will notify the appropriate law enforcement authority any time a student is accused of an offense for which expulsion must be recommended.

A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.

3. Notice to Parents/Guardians

At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the reasons for suspension and the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may also add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference

Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the

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causes and duration of the suspension, the school policy involved, and any other pertinent matters. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)

5. Extension of Suspension

If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

SUSPENSION BY THE BOARD

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts enumerated in Education Code 48900 occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it may hold closed sessions if a public hearing would lead to disclosure of information which would violate a student's right to privacy under Education Code 49073-49079.

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

AUTHORITY TO EXPEL

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed certain offenses listed below under "Mandatory Recommendation and Mandatory Expulsion."

The Board also may order a student expelled for any of the acts listed above under "Grounds for Suspension and

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Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on finding either or both of the following: (Education Code 48915 (b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

MANDATORY RECOMMENDATION FOR EXPULSION

Unless the principal or Superintendent finds that expulsion is inappropriate due to particular circumstances, the principal, Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife as defined in Education Code 48915(g), explosive or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance, as listed in Chapter 10 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis.
4. Robbery or extortion.
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058.
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above.
5. Possessing an explosive as defined in 18 USC 921.

Upon finding that the student committed any of these acts, the Board shall expel the student for one calendar year from the date the expulsion action occurred.

STUDENT'S RIGHT TO EXPULSION HEARING

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The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If it will be impractical for the Board to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

RIGHTS OF COMPLAINING WITNESS

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

WRITTEN NOTICE OF THE EXPULSION HEARING

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts and charges upon which the proposed expulsion is based.
3. A copy of district disciplinary guidelines which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to

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provide information about the student's status in the district to any other district in which the student seeks enrollment.

5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

CONDUCT OF EXPULSION HEARING

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to determine if the student should be expelled.

If the Board admits any other person to the closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

2. Record of Hearing: A record of hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate written and complete transcription of the proceedings can be made. (Education Code 48918(g))
3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (formerly 11525). (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration. (Education Code 48918(i))

4. Presentation of Evidence: While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension

and Expulsion."

Findings of fact shall be based solely on the evidence at the hearing. While no evidence shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure may subject them to an unreasonable risk of harm. (Education Code 48918 (f) and (h))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. ~~Decision Within 10 Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~ **Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)**
- a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

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(c) Permit one of the support persons to accompany the complaining witness to the witness stand

- 6.. Decision Within 40 Days: If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

ALTERNATIVE EXPULSION HEARING: HEARING OFFICER OR ADMINISTRATIVE PANEL

The Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing."

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. (See "Final Action by the Board" below.) (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

The hearing officer or administrative panel may recommend that the Board suspend the expulsion for a period of one year. (See "Suspension of Expulsion below.")

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

FINAL ACTION BY THE BOARD

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel must be taken by the Board at a public meeting. (Education Code 48918(j))

When the Board accepts a recommendation against expulsion or decides after the hearing not to expel, the decision is final and the student shall be reinstated immediately. The superintendent or designee shall place the student in any classroom program, other instructional program, rehabilitation program, or any combination of such programs after consulting with district personnel, including the teacher involved, and with the student's parent/guardian. (Education Code 48918(e))

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a

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school within the district. For a student expelled for an act listed under “Mandatory Recommendation and Mandatory Expulsion” above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student’s rehabilitation, which may include: (Education Code 48916)

For a student expelled for an act listed under Mandatory Recommendation and Mandatory Expulsion above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. (Education Code 48916)

The Board may recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review as well as assessment of the student at the time of review for readmission.
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service and other rehabilitative programs.

With parental consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

WRITTEN NOTICE TO EXPEL

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

SUSPENSION OF EXPULSION

The suspension of expulsion shall be governed by the following: (Education Code 48917)

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1. The Board, upon voting to expel a student, may suspend the enforcement of the expulsion order for not more than one calendar year and may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian; however, the latter's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program.

When deciding whether to suspend an expulsion, the Board shall take into account the following criteria:

- a. The student's previous behavior.
- b. The seriousness of the misconduct.
- c. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

Expulsion orders shall not be suspended by the Board in cases of mandatory expulsion. (Education Code 48915(c))

2. During the period of the suspension of the expulsion order, the student shall be on probationary status.
3. The suspension of expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct.
4. When the suspension of expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings.
6. Suspension of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.
7. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian.

The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Education Code 48918(j)).

RIGHT TO APPEAL

The student or parent/guardian is entitled to file an appeal of the Board's decision to the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

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POST-EXPULSION ASSIGNMENTS PLACEMENTS

The Board shall refer expelled students to a program of study that meets all of the following conditions: (Education Code 48915)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school
3. Not housed at the school site attended by the student at the time of suspension. When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items #6 through #15 under "Grounds for Suspension and Expulsion" may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school.

READMISSION AFTER EXPULSION

In accordance with the terms of the expulsion order, the student or parent/guardian may request the student's readmission to a district school. (Education Code 48916)

Readmission procedures shall be as follows:

1. ~~A written request for readmission shall be submitted by the parent/guardian to the Superintendent or designee~~ On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
- ~~1.2.~~ A written request for readmission shall be submitted by the parent/guardian to the Superintendent or designee.
- ~~2.3.~~ The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the conditions for readmission shall be reviewed. The Superintendent or designee shall verify that these conditions have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
4. The Superintendent or designee shall transmit the request for readmission to the Board, along with his/her recommendation. The Board shall consider the request in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
- ~~3.5.~~ If readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
- ~~4.6.~~ The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
- ~~5.7.~~ If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
- ~~6.8.~~ The Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the

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Board's decision regarding readmission.

MAINTENANCE OF RECORDS

The Board shall maintain a record of each expulsion, including the cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls, within five days of a written request by the admitting school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

NOTIFICATION TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900 (c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

OUTCOME DATA

The Superintendent or designee shall maintain the following data and report such data annually to the California Department of Education, using forms supplied by the California Department of Education: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

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SUSPENSION AND EXPLUSION / DUE PROCESS (STUDENTS WITH DISABILITIES)**Suspension**

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds for suspension and expulsion which apply to regular education students without disabilities. ~~All the procedural safeguards established by district policies and regulations shall be observed in considering the suspension of students with disabilities.~~ (cf. 5144.1 - Suspension and Expulsion/Due Process)

PROCEDURES FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION SERVICE

A student who has not been officially identified as a student with a disability pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

The district shall be deemed to have knowledge that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311. (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

SUSPENSION

The Superintendent or designee may suspend a student with a disability for up to ~~5-10~~ consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (34 CFR 300.530; Education Code 48903). ~~If the student is transferred to another school or alternative educational program,~~

~~the student may be suspended for up to 30 days in a school year, but still no more than five days for a single incident of misconduct, unless the student is suspended by the Board of Trustees pursuant to Education Code 48911.~~

SERVICES DURING SUSPENSION

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If a student with a disability is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student or his/her parent/guardian, provided that transportation is specified in his/her IEP. (Education Code 48915.5) (cf. 3541.2 - Transportation for Students with Disabilities)

INTERIM ALTERNATIVE EDUCATIONAL PLACEMENT DUE TO DANGEROUS BEHAVIOR

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

MANIFESTATION DETERMINATION

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change

of placement of a student is contemplated due to a violation of the district's code of conduct: (cf. 5145.6 - Parental Notifications) (cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

MANIFESTATION DETERMINATION REVIEW

Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

DETERMINATION THAT BEHAVIOR IS A MANIFESTATION OF THE STUDENT'S DISABILITY

When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530) (cf. 6159.4 - Behavioral Interventions for Special Education Students)

DETERMINATION THAT BEHAVIOR IS NOT A MANIFESTATION OF THE STUDENT'S DISABILITY

If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530) (cf. 6158 - Independent Study) (cf. 6185 - Community Day School)

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DUE PROCESS APPEALS

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Note: Pursuant to 34 CFR 300.532, this due process hearing is the same as the impartial due process hearing held for other special education matters, except that the law specifies expedited timelines. For other due process hearing requirements, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

READMISSION

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

SUSPENSION OF EXPULSION

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

NOTIFICATION TO LAW ENFORCEMENT AUTHORITIES

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process. (cf. 5131.7 - Weapons and Dangerous Instruments)

REPORT TO COUNTY SUPERINTENDENT OF SCHOOLS

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

STUDENTS

LEGAL REFERENCE

EDUCATION CODE

- 35146 Closed sessions re: suspensions
- 35291 Rules of governing board
- 48203 Reports of severance of attendance of disabled students
- 48900-48925 Suspension and expulsion
- 56000 Special education; legislative findings and declarations
- 56320 Educational needs; requirements
- 56321 Development or revision of individualized education program
- 56329 Independent educational assessment
- 56340-56347 Individualized education program teams
- 56505 State hearing

PENAL CODE

- 245 Assault with deadly weapon
- 626.2 Entry upon campus after written notice of suspension or dismissal without permission
- 626.9 Gun-Free School Zone Act
- 626.10 Dirks, daggers, knives, razors, or stun guns

UNITED STATES CODE, TITLE 18

- 930 Weapons
- 1365 Serious bodily injury

UNITED STATES CODE, TITLE 20

- 1412 State eligibility
- 1415 Procedural safeguards

UNITED STATES CODE, TITLE 21

- 812 Controlled substances

UNITED STATES CODE, TITLE 29

- 706 Definitions
- 794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

- 104.35 Evaluation and placement
- 104.36 Procedural safeguards
- 300.1-300.818 Assistance to states for the education of students with disabilities, especially:
- 300.530-300.537 Discipline procedures

COURT DECISIONS:

- Schaffer v. Weast, (2005) 546 U.S. 549
- Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489
- M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044
- Honig v. Doe, (1988) 484 U.S. 305

MANAGEMENT RESOURCES:

FEDERAL REGISTER

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WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep>

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~~If a student with disability possesses an immediate threat to the safety of himself/herself or others, the Superintendent or designee may suspend the student for up to but not more than 10 consecutive school days. In the case of a dangerous student, a suspension may exceed 10 consecutive school days, and/or the student's placement may be changed, if the parent/guardian so agrees or if a court order so provides.~~

~~If a student with disability possesses at school or at a school activity a weapon as defined in the United States Code, Title 18, Section 921, he/she shall be immediately suspended and may be placed in an alternative educational setting for not more than 45 calendar days, or until the conclusion of any due process proceedings requested by the parent/guardian. The student's alternative educational setting shall be determined by the student's IEP team.~~

Monitoring of Suspensions

~~Whenever a student identified as an individual with disability has been suspended on three separate occasions or for a total of five days, whichever occurs first, the student's individualized education program (IEP) team shall meet to consider:~~

- ~~1. Whether the student's misconduct was related to his/her disability,~~
- ~~2. Whether the misconduct was the result of an inappropriate placement, and~~
- ~~3. Whether a change in placement has occurred as a result of the cumulative suspensions.~~

~~Based on its findings, the IEP team shall determine whether to initiate alternatives to suspension, a change in placement, or other changes to the student's IEP or accommodation plan.~~

Expulsion

~~Procedures and timelines governing the expulsion of students with disabilities shall be the same as those for all other students, except that a pre-expulsion assessment shall be made and an IEP team or school site committee meeting held under conditions and with possible consequences indicated below.~~

Pre-Expulsion Assessment and Meeting

- ~~1. The parent/guardian shall receive written notice of the district's intent to conduct the pre-expulsion assessment and shall make the student available for the assessment without delay at a site designated by the district. The parent/guardian shall also have the right to an independent assessment as provided in Education Code 56329.~~
- ~~2. The pre-expulsion assessment shall be conducted in accordance with the guidelines of the Code of Federal Regulations, Title 34, Section 104.35, which shall include a review of the student's placement at the time of the alleged misconduct and a determination of the relationship, if any, between the~~

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~~student's behavior and his/her disability.~~

- ~~3. The IEP team shall meet to determine if an expulsion hearing is appropriate. This meeting shall be held at a time and place mutually convenient to the parent/guardian and district within the period, if any, of the student's pre-expulsion suspension. The parent/guardian's participation may be made through actual participation, representation, or a telephone conference call.~~
- ~~4. The parent/guardian shall be notified of his/her right to participate in the meeting at least 48 hours before the meeting. This notice shall specify:
 - ~~a. That the meeting may be held without the parent/guardian's participation unless he/she requests a postponement for up to three additional school days, and~~
 - ~~b. That the suspension will be continued during the postponement if the student continues to pose an immediate threat to the safety of himself/herself or others.~~~~

~~In order to make a record of its attempts to arrange the meeting at a mutually convenient time and place, the district shall keep documentation such as:~~

 - ~~a. Detailed records of telephone calls made or attempted and the results of those calls.~~
 - ~~b. Copies of correspondence sent to parents/guardians and any responses received.~~
 - ~~c. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits.~~
- ~~5. The district shall grant a parent/guardian's request that the meeting be postponed for up to three additional school days and may extend a student's suspension for the period of postponement if he/she continues to pose an immediate threat to the safety of himself/herself or others. However, the suspension shall not be extended beyond 10 consecutive school days unless agreed to by the parent/guardian or by court order. If the parent/guardian refuses to consent to an extension beyond 10 consecutive school days and chooses not to participate, the meeting may be conducted without the parent/guardian's participation.~~
- ~~6. The IEP team shall consider the pre-expulsion assessment results and shall also review and consider the student's health records and school discipline records.~~
- ~~7. If the IEP team determines that the alleged misconduct was caused by, or was a direct manifestation of, the student's disability or that the student was not appropriately placed, the expulsion shall not proceed.~~
- ~~8. If the IEP team determines that the alleged misconduct was not caused by, or a direct manifestation of, the student's disability, and if it is determined that the student was appropriately placed, the student shall be subject to expulsion in accordance with procedures that apply to all students.~~
- ~~9. When expulsion is recommended, the IEP team should also recommend a potential rehabilitation plan for the student, if appropriate.~~

~~Due Process and Expulsion Hearings~~

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~~If the parent/guardian disagrees with the decision of the IEP team, he/she has a right to a due process hearing conducted pursuant to United States Code, Title 20, Section 1415 or the Code of Federal Regulations, Title 34, Section 104.36.~~

~~Due process appeals must be initiated with 15 days of the decision of the IEP team.~~

~~The expulsion hearing shall not be conducted, and the 30-day expulsion proceedings time limit shall not commence, until after completion of:~~

- ~~1. The pre-expulsion assessment;~~
- ~~2. The IEP team or school site committee meeting, and~~
- ~~3. Due process hearings and appeals, if initiated.~~

~~The Board may expel a student with disability only if an IEP team has determined that 1) the misconduct was not caused by, or a direct manifestation of, the student's identified disability; and 2) the student was appropriately placed at the time the misconduct occurred.~~

Services During Expulsion

~~During the term of the expulsion, a special education student shall continue to be offered a program of appropriate educational services that is individually designed to meet his/her unique learning needs. Such services may include independent study, home instruction, or another appropriate alternative program.~~

~~The Board shall consider the recommendations of the IEP team when developing a rehabilitation plan for an expelled student with disability.~~

Readmission

~~Readmission procedures for students with disabilities shall parallel those used for all students. The Superintendent or designee may consider the input of the student's IEP team when developing recommendations to the Board regarding a request for readmission. Upon readmission, the IEP team meeting shall be convened to determine whether a new IEP or accommodation plan needs to be established.~~

Suspension of Expulsion

~~The Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities just as they are applied to regular students.~~

~~Legal Reference:~~

~~California Education Code~~

- ~~35146 Closed sessions (re-suspensions)~~
- ~~35291 Rules (of governing board)~~
- ~~48900-48925 Suspension and expulsion~~
- ~~56320 Educational needs; requirements~~
- ~~56321 Development or revision of individualized education program~~
- ~~56329 Independent educational assessment~~
- ~~56340-56347 Individual education program teams~~

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56505 State hearing

Penal Code

626.2 Unauthorized entry on campus after written notice of suspension or dismissal

United States Code, TITLE 18

921 Firearms; definitions

United States Code, TITLE 20

1415 Procedural Safeguards

United States Code, TITLE 29

706 Definitions

794 Rehabilitation Act of 1973, Section 504

Code of Federal Regulations, TITLE 34

104.35 Evaluation and Placement

104.36 Procedural safeguards

300.345 Parent participation

Honig v. Doe, (1988) 484 U.S. 305

Doe v. Maher, (1986) 793 F.2d 1470

Parents of Student W. v. Puyallup School District, (1994) 9th Cir. 31 F.3d 1489

M.P. v. Governing Board of Grossmont Union High School District, (1994) U. S. Dist. Ct., S.D. Cal. 858 F.Supp 1044

Rock Island School District #41, IDELR 353:364

San Juan Unified School District, 20 IDELR 549

Management Resources:

CDE Legal Advisories

0123.91 Clarification of Education Code Amendments, LO: 1-91

0623.89 Suspension and Expulsion of Handicapped Pupils, LO: 3-89

CDE Program Advisory

0122.90 Suspension and Expulsion Procedures for Individuals with Exceptional Needs,
SPB:89/90-9

EDUCATIONAL OPPORTUNITIES / PROCEDURES FOR CONTRACT INDEPENDENT STUDY

Educational opportunities offered through independent study may include, but are not limited to:

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum
4. Continuing and special study during travel

No course required for high school graduation shall be offered exclusively through independent study.

EQUIVALENCY

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction, thus enabling students participating in independent study to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school.

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians.

ELIGIBILITY FOR INDEPENDENT STUDY

Parents/guardians of students who are interested in independent study should contact the principal or designee. Approval for participation shall be based on the following criteria:

1. Evidence that the student will work independently to complete the program
2. Availability of experienced certificated staff with adequate time to effectively supervise the student

A student's participation in independent study shall be voluntary.

Students participating in independent study must be residents of the local county or an adjacent county.

Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204.

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless his/her individualized education program specifically provides for such participation.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be in independent study at any given time. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study if offered, only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or by the Board of Trustees.

WRITTEN AGREEMENTS

A written agreement shall be developed for each student participating in independent study for five or more school days.

The written independent study agreement for each participating student shall include, but not be limited to, all of the following:

1. The manner, frequency, time and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work, and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. The Board's independent study policy describing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester, or one-half year if the school is on a year-round calendar
6. A statement of the number of course credits to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
9. A schedule for achieving objectives and completing the agreement and a schedule of conferences between the student and supervising teacher.

The curriculum and methods of study specified in the written agreement shall be consistent with Board policy, administrative regulations and procedures for curriculum and instruction.

Before beginning the independent study, each written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

The agreement shall state that the parent/guardian's signature confirms his/her permission for the student's independent study as specified in the agreement.

STUDENT RIGHTS AND RESPONSIBILITIES

Students participating in independent study shall have the right, continuously, to enter or return to the regular classroom mode of instruction, including upon termination of the agreement.

Independent study students who are late, miss scheduled conferences or do not submit assigned work on time shall not be reported as tardy or truant. However, the independent study administrator shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in Board policy and the written independent study agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation which may result in termination of the independent study agreement and the student's return to a regular classroom or alternative instructional program.

ADMINISTRATION OF INDEPENDENT STUDY

Each student's independent study shall be coordinated, evaluated and carried out under the general supervision of a certificated employee.

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy and administrative regulation

2. Approve the participation of students requesting independent study
3. Facilitate the completion of written independent study agreements
4. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
5. Authorize the selection of staff to be assigned to supervise independent study
6. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
7. Complete or coordinate the preparation of all necessary records and reports
8. Establish and maintain in a systematic manner all records required by law, Board policy and administrative regulation
9. Monitor student participation in independent study so that the district stays within prescribed limits and income to the district is maximized
10. Develop and manage the budget for independent study
11. Obtain and maintain current information and skills required for the operation of an independent study strategy that meets established standards for the district's educational programs
12. Assure a smooth transition into and out of the independent study mode of instruction
13. Prepare and submit reports as required by the Board or Superintendent

SUPERVISING TEACHERS

The principal may recommend and the independent study administrator shall approve the assignment of teachers to directly supervise independent study. The teacher may be the student's regular classroom teacher.

The ratio of students to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district.

The teacher supervising independent study shall:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework

3. Design all lesson plans and assignments
4. Assess all student work and determine and assign grades or other approved measures of achievement
5. Personally judge the time value of assigned work or work products completed and submitted by the student
6. Select and save with each agreement representative samples of the student's completed and evaluated assignments on not less than a monthly basis, preferably biweekly, and signed or initialed and dated in accordance with item #3 in the section on "Records" below
7. Sign and complete the agreement when the student has reached his/her objectives or the agreement is terminated
8. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
9. Maintain any other required records and files on a current basis

RECORDS

For audit purposes, the Superintendent or designee shall maintain the following records:

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A separate listing of the students by grade level, program and school, who have participated in independent study, identifying course credits attempted by and awarded to students in grades 9-12 as specified in their written agreements
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

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A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation.

PROCEDURES FOR CONTRACT INDEPENDENT STUDY

I. General Regulations

~~When it appears to be in his/her best interests, a student may voluntarily elect to participate in educational alternative of independent study. Such a placement requires the signed mutual consent and agreement of a certificated employee of the school, the parents or responsible adults, and the pupil. Independent study must conform to the following:~~

~~A. Each school principal shall act as or appoint a credentialed staff member to act as supervisor of independent study. The responsibility of the supervisor will be to monitor the program and maintain communication with the instructor(s) who are in regular student contact. The instructor(s) may or may not be credentialed.~~

~~B. The ratio of ADA of pupils eighteen years of age or less in independent study to school district full-time equivalent employees responsible for independent study shall not exceed the equivalent ratio for all other education programs operated by a school district.~~

~~C. Each independent study contract must be agreed upon and signed by the student, the parents, or responsible adults, the principal/supervisor, the certificated instructor, and/or the non-certificated instructor.~~

~~* No student may be required to participate involuntarily in independent study.~~

~~D. Each student on an independent study contract must be enrolled in a minimum school day (240 minutes per day or an average of 240 minutes per day over a 10 school day period). The minimum day may be met on campus, off campus, or by a combination of both.~~

~~E. Independent study must adhere to the district's regular procedures and timelines for adding and dropping courses.~~

~~F. Independent study courses must be completed within a twenty-week period (usually by the end of a semester). Students receiving incomplete grades will have an additional~~

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~~quarter to make up the required work.~~

~~G. Students who request Independent study may elect to earn a letter grade (A,B,C,D,E,F) or a pass/fail grade. Students who fail to complete an independent study contract and who do not "drop" the contract within the established time limits will receive a failing grade or an incomplete grade if approved by the principal. If an incomplete grade is given, the certificated instructor must file an incomplete form with the contract at the end of the grading period.~~

~~H. No individual with exceptional needs, as defined in Education Code Section 56026, may participate in independent study unless his/her individualized education program specifically provides for such participation.~~

~~I. When any student misses four consecutive independent study assignment meetings, an evaluation of progress in independent study will be conducted to determine if he/she will be allowed to continue.~~

~~J. Each school shall maintain an independent study records file that shall include a copy of all of the contracts being attempted by students of that school. This file should be organized in such a manner that the names of participating students are easily obtainable.~~

~~K. At the conclusion of each contract (successful or unsuccessful), the appropriate information including grades and credit will be recorded on the permanent record and the original (copy 1) contract filed in the cum folder.~~

~~L. In cases of disputed credit, the student or the family may make an appeal to the superintendent.~~

II. Definition, Objectives, and Scope

A. Definition of Terms:

1. Independent Study: ~~Adult apportionments for independent study students 21 years of age or older, and pupils 19 years of age or older who have not been continuously enrolled in k-12 education since their 18th birthday shall be restricted to coursework that meets requirements for a high school diploma.~~

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- ~~2. Principal/Supervisor: The principal of the school or any certificated staff member assigned the responsibility to supervise students engaged in independent study. The supervisor may also act as the certificated instructor.~~
- ~~3. Certificated Instructor: Any certificated employee of the district who oversees the direct supervision of a student on an independent study. The certificated instructor must be credentialed in the area of study.~~
- ~~4. Non-Certificated Instructor: Any person (including a parent) qualified to provide systematic direction, coaching or teaching in a subject approved for independent study. The non-certificated instructor must be under the direct supervision of a certificated instructor and/or a principal/supervisor credentialed in the area of study.~~
- ~~5. Student: A student enrolled in grades 7-12 in any school in the district. Note: In a continuation school a maximum of ten percent (10%) of the total school enrollment may be enrolled in independent study.~~
- ~~6. Adult: The definition of adult in this context is 21 years of age or older, or 19 years of age or older who have not been continuously enrolled in kindergarten or any grades 1 to 12, inclusive, since their 18th birthday.~~

~~B. Objectives: There are times when it is in a student's best interest to include in his/her program independent study in addition to, or instead of, educational alternative regular course assignments. The Board recognizes the need to provide educational alternative opportunities for independent study as part of the district's instructional program.~~

~~C. Scope: An individual student or group of students may engage in independent study on or off campus during the regular school day. Independent study may be undertaken (1) as part of a regularly scheduled class, under general supervision of the instructor; or (2) as a separately scheduled activity under general supervision of a certificated employee of the district. When appropriate,~~

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~~independent study may be substituted for one or more regularly scheduled classes.~~

III. Purposes Served by Independent Study Contracts

~~Independent study provides students with an additional option for the pursuit of educational goals. Examples of the purposes which independent study may serve for students are:~~

- ~~A. to provide students with self-directed learning opportunities during an extended family vacation.~~
- ~~B. To provide opportunities for the pursuit of special or unique educational interests on an independent, school supervised basis.~~
- ~~C. To provide alternatives and individual guidance for students who have experienced difficulty in adapting to the regular curriculum.~~
- ~~D. To provide additional flexibility for students with serious scheduling problems.~~
- ~~E. To provide exceptionally gifted students with in depth opportunities leading to state, regional and national competition.~~
- ~~F. To provide students with special medical or other handicapping problems with alternatives to meeting normal education requirements.~~

IV. Guidelines for Approval of Enrollment

~~Evaluation of requests from students for approval of independent study and enrollment in the program will be subject to the following guidelines:~~

- ~~A. Application for enrollment in the program must be made on an individual basis using the independent study contract form.~~
- ~~B. Applications will be screened and approved by a *site committee (the committee is not required to convene as a body) consisting of the following personnel: 1) student's counselor, 2) principal/supervisor, 3) certificated and/or non-certificated instructor.~~

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~~C. Criteria for approval of applications include the following:~~

- ~~1. Evidence that the applicant can work independently.~~
- ~~2. Evidence of likelihood that the proposed program will be pursued diligently to completion.~~
- ~~3. Availability of certificated staff member with adequate time to supervise the student effectively.~~
- ~~4. An acceptable written statement of educational objectives and competencies and the means of achieving them.~~
- ~~5. Evidence that the student's activity in the program will approximate the amount of time devoted to the course in the classroom at the site granting credit.~~

* IMPORTANT - Applications for programs not specifically listed in the district's Board adopted course of study must be approved by the assistant superintendent/instruction in addition to the members of the site committee.

V. Independent Study Contract Provisions

- ~~A. The title and a statement of the major objectives of the district course undertaken.~~
- ~~B. The name, birthdate, and grade level of the student.~~
- ~~C. A well-defined list describing the major activities and specific resources including study materials and personnel which will be made available to the student.~~
- ~~D. The manner in which achievement of objectives and competencies will be evaluated.~~
- ~~E. The manner, time, frequency and place for submitting assignments and for reporting progress.~~
- ~~F. A listing of the expected time requirements for achieving each of the objectives and completing the study contract.~~
- ~~G. A description of the methods for obtaining the individual assistance or tutoring required to achieve course objectives.~~

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~~H.A tentative schedule of conferences between student and supervising teacher.~~

~~I.A copy of adopted Board Policy describing how many missed assignments triggers an evaluation of whether the student should continue in independent study.~~

~~J.A statement of the number of course credits to be earned.~~

~~K. Agreement to the contract evidenced by the signature of the student, the student's parent or legal guardian for minor students, the student's counselor, the principal/supervisor, the certificated instructor, and/or non-certificated instructor.~~

VI. Record Keeping

A. School Level

~~Record keeping shall be the responsibility of the principal and shall include, but not be limited to:~~

~~1.A file of independent study contracts in progress.~~

~~2.A list of students participating in current independent study contracts specifying the grade level.~~

~~3.The number of contracts attempted for the current year.~~

~~4.The number of students successfully completing a contract in the current year.~~

~~5.The number of course credits completed, including the titles of the courses undertaken during the current year, providing a separate attendance register from other attendance records.~~

~~6.Necessary attendance records following the San Dieguito Union High School District attendance accounting procedures.~~

~~7.In addition, each school will keep a cumulative record for the above information for all previous years.~~

B. District Level (Assistant Superintendent/Instruction)

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~~District records shall include, but not be limited to:~~

- ~~1. A current list of independent study students and the type of contract for each student.~~
- ~~2. _____~~
- ~~3. The number of students successfully completing independent study agreements during the current year.~~
- ~~4. _____~~
- ~~5. The number of courses completed satisfactorily during the current year.~~
- ~~6. _____~~
- ~~7. A cumulative record of the above information for all previous years.~~

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ALTERNATIVE LEARNING OPPORTUNITIES **INDEPENDENT STUDY**

~~The California Education Code requires that governing boards adopt educational alternative means for students to complete prescribed courses of study. The Board of Trustees authorizes independent study as an alternative means of meeting graduation requirements through an individual educational program for students whose needs may best be met outside of the regular classroom setting.~~

~~No student shall be required to participate in independent study.~~

~~No course required for high school graduation shall be offered exclusively through independent study.~~

~~In accordance with the law, the Board of Trustees authorizes the district superintendent to develop procedures to implement educational alternatives.~~

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students, including adult education students, whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student.

To foster each participating student's success in independent study, the Board establishes the following maximum length of time which may elapse between the date an assignment is made and the date by which the student must complete the assigned work:

1. Three weeks for students in grades 9-12, continuation or adult education

When circumstances justify a longer time, the Superintendent or designee may extend the maximum length of an assignment to a period not to exceed eight weeks, pursuant to a written request with justification.

Supervising teachers should carefully set the duration of independent study assignments, within the limits specified above, and establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet with each participating student at least once a week to discuss the student's progress.

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When any participating student fails to complete four consecutive independent study assignments in a period of 15 school days, or misses two appointments with his/her supervising teacher without valid reasons, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance (ADA) generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study.

LEGAL REFERENCES

EDUCATION CODE

17289	Exemption for facilities
42238	Revenue limits
44865	Qualifications for home teachers and teachers in special classes and schools; consent to assignment
46300-46300.6	Methods of computing ADA
47612.5	Independent study in charter schools
48204	Residency based on parent employment
48206.3	Home or hospital instruction; students with temporary disabilities
48220	Classes of children exempted
48340	Improvement of pupil attendance
48915	Expulsion; particular circumstances
48916.1	Educational program requirements for expelled students
48917	Suspension of expulsion order
51225.3	Requirements for high school graduation
51745-51749.3	Independent study programs
56026	Individuals with exceptional needs

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FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

MANAGEMENT RESOURCES

CDE PUBLICATIONS

Independent Study Operations Manual, 2000 edition

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Legal Reference:

CALIFORNIA EDUCATION CODE

~~39141.9 Exemption for Building~~

~~46300.1-46300.4 Methods of Computing A.D.A.~~

~~51745-51749.5 Independent Study Programs~~

~~56026 Individual with Exceptional Needs~~

~~California Administrative Code, Title V~~

~~11700 Definitions (independent Study)~~

~~11702 Standards for independent Study; Agreements~~

~~11703 Records~~