



**BOARD OF TRUSTEES
REGULAR BOARD MEETING**

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

Union High School District

**THURSDAY, MAY 2, 2013
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

**THURSDAY, MAY 2, 2013
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 6:00 PM
- 2. **CLOSED SESSION** **6:01 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.*
(4 Issues: Superintendent Search; 3 employee issues)
 - B. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent, Deputy Superintendent, and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
 - C. To confer with real property negotiator:
 - Property: Approximately 13.5 acre portion of 305-031-29 and 305-040-36
 - Agency Negotiator: Eric Dill, Associate Superintendent, Business and/or John Addleman, Director, Planning and Financial Management
 - Negotiating Parties: Pardee Homes
 - Under negotiation: Instructions pertaining to price, terms of payment, and delivery

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

- 3. RECONVENE REGULAR BOARD MEETING / CALL TO ORDER BOARD PRESIDENT
* WELCOME / MEETING PROTOCOL REMARKS
- 4. PLEDGE OF ALLEGIANCE
- 5. REPORT OUT OF CLOSED SESSION
- 6. APPROVAL OF MINUTES, APRIL 4, 2013, REGULAR BOARD MEETING AND APRIL 17, 2013 BOARD WORKSHOP
Motion by _____, second by _____, to approve April 4th and April 17th Minutes as shown in the attached supplement(s).

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. STUDENT UPDATES..... STUDENT REPRESENTATIVES
- 8. BOARD UPDATES..... BOARD OF TRUSTEES
- 9. SUPERINTENDENT’S REPORT KEN NOAH, SUPERINTENDENT
 - A. EMPLOYEE RECOGNITION / TEACHER OF THE YEAR AND CLASSIFIED EMPLOYEE OF THE YEAR
 - B. REPORTS, BRIEFINGS, LEGISLATIVE UPDATES
- 10. “FLIPPED CLASSROOM” DEMONSTRATION.....TRACY MCCABE & CHRIS FAIST, TEACHERS

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

Accept the Gifts and Donations, as shown in the attached supplement(s).

B. FIELD TRIP REQUESTS

Accept the Field Trips, as shown in the attached supplement(s).

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 supplement(s).

B. APPROVAL/RATIFICATION OF AGREEMENTS

(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. Edgenuity, Inc. to provide virtual classroom and web administrator instructional recovery software licenses (replaces Plato), during the period July 1, 2013 through June 30, 2014, for an amount not to exceed \$115,650.00 plus applicable tax and shipping, to be expended from the General Fund 03-00.

14. PUPIL SERVICES / SPECIAL EDUCATION

SPECIAL EDUCATION

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

Approve/ratify entering into the following non-public school / non-public agency master contracts (NPS/NPAs), independent contractor agreements (ICAs), and or memorandums of understanding (MOUs), and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

1. Lori L. Riddle-Walker, MFT – ICA, to provide cognitive behavioral therapy, specifically exposure and response prevention services, during the period March 19, 2013 through May 29, 2013, at the rate of \$85.00/45-50 minute session, to be expended from the General Fund/Restricted 06-00.

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. Oceanside Unified School District (MOU), increasing the not-to-exceed amount for special education instruction and services to \$4,664.44, to be expended from the General Fund/Restricted 06-00.

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

Approve/ratify the following Parent Settlement and Release Agreements, to be funded by the General Fund 06-00/Special Education, and authorize the Director of Special Education to execute the agreements:

1. Student ID No. 4018542930, the District to provide services at Lindamood Bell, in the amount of 4 hours/day from April 17, 2013 through June 21, 2013 and 2 hours/day from June 24, 2013 through August 16, 2013.
2. Student ID No. 3025564007, the District to provide services at Lindamood Bell, in the amount of 4 hours/day from April 17, 2013 through June 21, 2013 and 2 hours/day from June 24, 2013 through August 16, 2013.

PUPIL SERVICES

D. APPROVAL/RATIFICATION OF AGREEMENTS
(None Submitted)

15. BUSINESS / PROPOSITION AA

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. Morningstar Productions, LLC, to provide sound and stage equipment and services for Canyon Crest Academy graduation, during the period June 12, 2013 through June 14, 2013, for an amount not to exceed \$8,999.99, to be expended from the General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation.
2. Playwrights Project, to conduct Write On! Playwriting program in one classroom at Canyon Crest Academy, during the period April 16, 2013 through May 16, 2013, for an amount not to exceed \$1,100.00, to be expended from the General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation.
3. Premier Food Services, Inc., to provide catering services for the San Dieguito Union High School District College Fair and Night on April 29, 2013, for an estimated amount of \$7,558.90, to be expended from the General Fund 03-00 and Torrey Pines High School fundraising events.
4. Wheels of Freestyle, Inc. to perform a freestyle bike show to inspire students to reach for new goals and dreams including committing to a drug and violence free lifestyle at Carmel Valley Middle School on June 13, 2013, for an amount not to exceed \$1,299.00, to be expended from the General Fund/Restricted 06-00.

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. Affordable Drain Service, Inc., for district wide drain repair services, increasing the annual not to exceed total to \$15,000.00, to be expended from the General Fund 03-00.

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. Fredericks Electric, Inc., for Electrical Services – District Wide, during the period May 10, 2013 through May 9, 2014, with options to renew two additional one year periods, at the unit prices listed on the attachment, to be expended from the fund to which the project is charged, including Building Fund–Prop 39 Fund 21-39.

D. APPROVAL OF CHANGE ORDERS

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

1. Torrey Pines High School turf replacement & track resurfacing project B2012-16, contract entered into with FieldTurf USA, Inc., extending the contract 273 calendar days.

E. ACCEPTANCE OF CONSTRUCTION PROJECTS

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

1. Torrey Pines High School turf replacement & track resurfacing project B2012-16, contract entered into with FieldTurf USA, Inc.

F. APPROVAL OF BUSINESS REPORTS

Approve the following business reports:

1. Purchase Orders
2. Membership Listing
3. Replacement Warrants

PROPOSITION AA

G. 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. TRACE3 Inc., to provide IT equipment to upgrade the District network at the District Office, during the period May 3, 2013 through August 3, 2013, in the amount of \$252,700.78, plus shipping expenses, to be expended from the Building Fund—Prop 39 Fund 21-39.
2. TRACE3 Inc., to provide the Phones for the VOIP upgrade at the District Office, during the period May 3, 2013 through August 3, 2013, in the amount of \$23,576.18, plus shipping expenses, to be expended from the Other Building Fund 21-09, and Capital Facilities Fund 25-18.
3. TRACE3 Inc., to provide equipment necessary to upgrade our current analog phone system to Voice Over IP (VOIP) for the District Office, La Costa Canyon High School and Sunset High School, during the period May 3, 2013 through August 3, 2013, in the amount of \$277,719.19, plus shipping expenses, to be expended from the Building Fund—Prop 39 Fund 21-39.
4. TRACE3 Inc., to provide equipment necessary to upgrade the network with various Cisco gear at Sunset High School, during the period May 3, 2013 through August 3, 2013, in the amount of \$88,883.60, plus shipping expenses, to be expended from the Building Fund—Prop 39 Fund 21-39.
5. TRACE3 Inc., to provide necessary equipment upgrade to their network (LAN) to increase capacity of the network at La Costa Canyon High School, during the period May 3, 2013 through August 3, 2013, in the amount of \$379,828.44, plus shipping expenses, to be expended from the Building Fund—Prop 39 Fund 21-39.
6. Rancho Santa Fe Security Systems, Inc., to provide network panels with 4G Cellular back-up to Fire/Life/Safety system at La Costa Canyon High School, during the period May 3, 2013 through August 3, 2013, in the amount of \$20,340.00, to be expended from the Building Fund—Prop 39 Fund 21-39.
7. GEOCON Inc., to provide geotechnical investigation services for an upcoming stadium project that will encompass restroom, concession, bleachers, scoreboard and field surfaces at San Dieguito Academy, during the period May 3, 2013 through November 3, 2013, in the amount of \$18,750.00, to be expended from the Building Fund—Prop 39 Fund 21-39.

- 8. Westberg & White, Inc., to provide architectural and engineering services at Diegueno Middle School, during the period May 3, 2013 through completion of two phases, in the amount of \$1,670,798.00, to be expended from the Building Fund–Prop 39 Fund 21-39.
- 9. Westberg & White, Inc., to provide architectural and engineering services at Oak Crest Middle School, during the period May 3, 2013 through completion of two phases, in the amount of \$1,140,425.00, to be expended from the Building Fund–Prop 39 Fund 21-39.
- 10. D.A. Hogan & Associates, Inc., to provide professional consulting services for the Oak Crest Middle School lower field improvement project, during the period May 3, 2013 until final inspection and certification of completion of project, for a lump sum fee of \$33,000.00 plus an allowance of up to \$5,700.00 for reimbursable expenses, to be expended from the Building Fund–Prop 39 Fund 21-39.

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

- | | |
|-------------------------|--|
| _____ Joyce Dalessandro | _____ Zoe Eprile, Torrey Pines High School |
| _____ Barbara Groth | _____ Kailey Lawson, Canyon Crest Academy |
| _____ Beth Hergesheimer | _____ Maria Lopez, San Dieguito Academy |
| _____ Amy Herman | _____ Allison Zimmerman, La Costa Canyon High School |
| _____ John Salazar | _____ Kirra Sarquilla, Sunset High School |

DISCUSSION / ACTION ITEMS..... (ITEMS 16 - 21)

- 16. ADOPTION OF RESOLUTION DECLARING MAY 6-10, 2013, "TEACHER APPRECIATION WEEK", AND MAY 7, 2013, "DAY OF THE TEACHER"
 - Motion by _____, second by _____, to adopt Resolution Declaring May 6-10, 2013, "Teacher Appreciation Week", and May 7, 2013, "Day of the Teacher", as shown in the attached supplement(s).
 - Roll Call
- 17. ADOPTION OF RESOLUTION DECLARING MAY 19-25, 2013, "CLASSIFIED SCHOOL EMPLOYEE WEEK"
 - Motion by _____, second by _____, to adopt Resolution Declaring May 19-25, 2013, "Classified School Employee Week", as shown in the attached supplement(s).
 - Roll Call
- 18. APPROVAL OF PROPOSED BOARD POLICY REVISIONS (4): BP & AR #0450, "COMPREHENSIVE SAFETY PLAN"; BP #1250, "VISITORS / OUTSIDERS"; AR #1340, "ACCESS TO DISTRICT RECORDS"

Motion by _____, second by _____, to approve the Proposed Board Policy Revisions (4), as shown in the attached supplement(s).
- 19. ADOPTION OF RESOLUTION, LAYOFF / REDUCTIONS OF HOURS OF CLASSIFIED EMPLOYEES / POSITIONS FOR FISCAL YEAR 2013-14
 - Motion by _____, second by _____, to adopt Resolution initiating Layoff and/or Reductions of Hours and/or Months of Classified Employees/Positions for Fiscal Year 2013-14, as shown in the attached supplement(s).
 - Roll Call
- 20. ADOPTION OF RESOLUTION / SAN DIEGO COUNTY SCHOOL FACILITY AUTHORITY JPA (FACJPA) MEMBERSHIP
 - Motion by _____, second by _____, to adopt the attached Resolution Approving and Authorizing Execution of a Joint Exercise of Powers Agreement with Respect to School Facility Planning and Construction Projects to become a member of the San Diego County School Facility Authority JPA.
 - Roll Call
- 21. COMMUNITY FACILITIES DISTRICT 95-2 / ANNEXATION NO. 3 / ADOPTION OF RESOLUTION CERTIFYING ELECTION RESULTS / LA COSTA TOWN SQUARE / A 63-UNIT FAMILY SUBDIVISION/DEVELOPMENT / SOLUTIONS 2LAC, LLC

- Motion by_____, second by_____, to adopt 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, Certifying the Election Results, as shown in the attached supplement.
- Roll Call

INFORMATION ITEMS..... (ITEMS 22 - 31)

22. UNIFORM COMPLAINT QUARTERLY REPORT, 3RD QUARTER, JANUARY – MARCH, 2013

This item is being submitted as information only, for the third quarter, January through March, 2013, as shown in the attached supplement(s).

23. PROPOSED BOARD POLICY REVISIONS / HUMAN RESOURCES, (9 TOTAL), AS SHOWN IN THE ATTACHED SUPPLEMENT(S).

These policies are being presented for first read and will be resubmitted for board action on May 16, 2013.

24. BUSINESS SERVICES UPDATEERIC DILL, ASSOCIATE SUPERINTENDENT

25. HUMAN RESOURCES UPDATE..... TORRIE NORTON, ASSOCIATE SUPERINTENDENT

26. EDUCATIONAL SERVICES UPDATERICK SCHMITT, DEPUTY SUPERINTENDENT

27. 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)

28. FUTURE AGENDA ITEMS

29. ADJOURNMENT TO CLOSED SESSION(AS REQUIRED)

A. To consider personnel issues, pursuant to Government Code Sections 11126 and 54957; limited to consideration of the appointment, employment, evaluation of performance, discipline /release, dismissal of a public employee or to hear *complaints or charges brought against such employee by another person or employee unless the employee requests a public session.*

(4 Issues: Superintendent Search; 3 employee issues)

B. To conference with Labor Negotiators, pursuant to Government Code Section 54957.8.

Agency Negotiators: Superintendent, Deputy Superintendent, and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association

C. To confer with real property negotiator:

Property: Approximately 13.5 acre portion of 305-031-29 and 305-040-36
Agency Negotiator: Eric Dill, Associate Superintendent, Business and/or John Addleman, Director, Planning and Financial Management
Negotiating Parties: Pardee Homes
Under negotiation: Instructions pertaining to price, terms of payment, and delivery

30. REPORT FROM CLOSED SESSION (AS NECESSARY)

31. MEETING ADJOURNED

The next regularly scheduled Board Meeting will be held on [Thursday, May 16, 2013, 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
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

APRIL 4, 2013

THURSDAY, APRIL 4, 2013
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 6:01 PM to:
 - A. Consider and/or deliberate student discipline matters (1 case)
 - B. 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.*
(4 Issues / 1 Superintendent Search plus 3 other issues)
 - C. Conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent, Deputy Superintendent, and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association
 - D. Confer with real property negotiator:

Property:	Approximately 13.5 acre portion of 305-031-29 and 305-040-36
Agency Negotiator:	Eric Dill, Associate Superintendent, Business and/or John Addleman, Director, Planning and Financial Management
Negotiating Parties:	Pardee Homes
Under negotiation:	Instructions pertaining to price, terms of payment, and delivery

OPEN SESSION / ATTENDANCE

BOARD OF TRUSTEES

Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

STUDENT BOARD REPRESENTATIVES

Zoe Eprile, Torrey Pines High School
Kailey Lawson, Canyon Crest Academy
Maria Lopez, San Dieguito Academy
Allison Zimmerman, La Costa Canyon High School

DISTRICT ADMINISTRATORS / STAFF

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Torrie Norton, Associate Superintendent, Human Resources
Anna Pedroza, Principal, Oak Crest Middle School
Becky Banning, Executive Assistant to the Superintendent / Recording Secretary

- 3. RECONVENE REGULAR MEETING / CALL TO ORDER (ITEM 3)
The regular meeting of the Board of Trustees was called to order at 6:36 PM by Ms. Barbara Groth.
- 4. PLEDGE OF ALLEGIANCE (ITEM 4)
Ms. Barbara Groth led the Pledge of Allegiance.
- 5. REPORT OUT OF CLOSED SESSION (ITEM 5)
The Board met in closed session and approved the recommended expulsion of student #784823. Motion unanimously carried.
- 6. APPROVAL OF MINUTES, MARCH 21, 2013, REGULAR BOARD MEETING
It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to approve the Minutes of March 21st as presented. Motion unanimously carried.

NON-ACTION ITEMS (ITEMS 7 - 10)

- 7. STUDENT UPDATES STUDENT BOARD REPRESENTATIVES
Students gave updates about events and activities at their schools.
- 8. BOARD UPDATES BOARD OF TRUSTEES
Ms. Joyce Dalessandro – Attended the Torrey Pines High School Foundation Fundraiser, “Pump Up the Volume” and the San Dieguito Academy Faculty Reunion.
Ms. Barbara Groth – Attended the Parent Representative Forum Session on May 25th.
Ms. Beth Hergesheimer – nothing to report.
Ms. Amy Herman – Attended the Parent Representative Forum Session on May 25th.
Mr. John Salazar – nothing to report.
- 9. SUPERINTENDENT’S REPORTS, BRIEFINGS AND LEGISLATIVE UPDATES KEN NOAH
Superintendent Noah visited Earl Warren Middle School to present the teacher of the year, Samantha Greenstein, with a bouquet of flowers and congratulate her on her selection. Mr. Noah also addressed a message he released to all San Dieguito Union High School District employees earlier that day.
- 10. SCHOOL UPDATE, OAK CREST MIDDLE SCHOOL ANNA PEDROZA, PRINCIPAL
Principal Pedroza celebrated accomplishments in formative and achievement work, program improvement, elementary outreach and communication, and extra-curricular activities. Among the highlights was the school’s first ever participation in Science Olympiad, which received honors; a pending art show where students have been working on art using recycled materials; and an improvement in achievement scores.

CONSENT ITEMS (ITEMS 11 - 15)

*It was moved by Ms. Joyce Dalessandro, seconded by Ms. Amy Hermam, that all consent Items 11 through 15, be approved as listed below. Motion unanimously carried.

11. SUPERINTENDENT

- A. GIFTS AND DONATIONS
Accept the Gifts and Donations, as presented.
- B. FIELD TRIP REQUESTS
Accept the Field Trips, 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 AGREEMENTS
(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. Santomieri Systems, to provide software programming services in order for San Dieguito Union High School District to exchange data with the San Diego County Foster Youth and Homeless Education Services Foster Youth – Student Information System (FYSIS), during the period April 5, 2013 until project completion, at the rate of \$125.00 per hour, to be expended from the General Fund 03-00.

14. PUPIL SERVICES / SPECIAL EDUCATION

SPECIAL EDUCATION

A. APPROVAL/RATIFICATION OF NON-PUBLIC SCHOOL / NON-PUBLIC AGENCY CONTRACTS, INDEPENDENT CONTRACTOR AGREEMENTS, AND/OR MEMORANDUMS OF UNDERSTANDING

(None Submitted)

B. APPROVAL/RATIFICATION OF AMENDMENT TO AGREEMENTS

(None Submitted)

C. APPROVAL/RATIFICATION OF PARENT SETTLEMENT AND RELEASE AGREEMENTS

Approve/ratify the following Parent Settlement and Release Agreements, to be funded by the General Fund 06-00/Special Education, and authorize the Director of Special Education to execute the agreements:

1. Student ID No. 2069067475, in the amount of \$5,500.00.

PUPIL SERVICES

D. APPROVAL/RATIFICATION OF 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, or Ken Noah to execute the agreements:

1. Geocon, Inc., to provide geotechnical investigation, testing and reporting services for Torrey Pines High School's four proposed new light poles at the track field stadium, during the period April 5, 2013 through project completion, in an amount not to exceed \$6,800.00, to be expended from Mello-Roos Funds as well as subject to availability of Proposition AA GO Bond Funds.
2. Roesling Nakamura Terada Architects, Inc., to provide architectural and engineering services at La Costa Canyon High School, during the period April 5, 2013 through completion of three phases, in an amount not to exceed \$1,856,686.47, subject to issuance of a formal notice to proceed for each phase and availability of funds, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.
3. Roesling Nakamura Terada Architects, Inc., to provide architectural and engineering services at Torrey Pines High School, during the period April 5, 2013 through completion of three phases, in an amount not to exceed \$4,430,736.00, subject to issuance of a formal

notice to proceed for each phase and availability of funds, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.

4. MVEI, to provide architectural and engineering services at San Dieguito Academy, during the period April 5, 2013 through completion of three phases, in an amount not to exceed \$3,436,280.00, subject to issuance of a formal notice to proceed for each phase and availability of funds, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.
5. MVEI, to provide architectural and engineering services at the La Costa Valley middle school site, during the period April 5, 2013 through project completion, in an amount not to exceed \$759,800.00, subject to issuance of a formal notice to proceed for each phase and availability of funds, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.
6. Erickson-Hall Construction, to provide construction management services for the HVAC maintenance project phase at Diegueño Middle School, during the period April 5, 2013 through project completion, in an amount not to exceed \$107,026.00 plus expenses, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.
7. Erickson-Hall Construction, to provide construction management services for the HVAC maintenance project phase at Oak Crest Middle School, during the period April 5, 2013 through project completion, in an amount not to exceed \$98,721.00 plus expenses, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.
8. Balfour Beatty Construction LLC, to provide construction management services for the Canyon Crest Academy and San Dieguito Academy fields projects phase, during the period April 5, 2013 through project completion, in an amount not to exceed \$440,015.00 plus expenses, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.

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. La Costa Valley Homeowners Association, extending the license to use facilities for school bus off-loading and loading of students for access to the pedestrian bridge for an additional one-year period, April 1, 2013 through March 31, 2014, in the amount of \$100.00 per year, to be expended from the General Fund 03-00.
2. Siemens Industry, Inc. to begin work on phase I of the mechanical, operational, and energy efficiency related improvements at La Costa Canyon High School, Oak Crest Middle School, and Diegueno Middle School, as noted in the energy service contract B2009-17, to be performed upon receipt of a written notice to proceed from the District, for an amount not to exceed \$4,347,770.00 to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.
3. URS Corporation, to add the Phase I Environmental Site Assessment (ESA) and Phase II supplemental sampling and analysis at the proposed new middle school site at Pacific Highlands Ranch, for an estimated amount not to exceed \$18,420.00, to be expended from Capital Facilities Fund 25-19, Mello-Roos Funds, and Proposition AA GO Bond Funds.

C. AWARD/RATIFICATION OF CONTRACTS

(None Submitted)

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. Membership Listing (None Submitted)

DISCUSSION / ACTION ITEMS (ITEMS 16 - 20)

16. ADOPTION OF RESOLUTION, LAYOFF / REDUCTIONS OF HOURS OF CLASSIFIED EMPLOYEES / POSITIONS FOR FISCAL YEAR 2013-2014

It was moved by Mr. John Salazar, seconded by Ms. Beth Hergesheimer, to adopt Resolution Initiating Layoff and/or Reductions of Hours and/or Months of Classified Employees/Positions for Fiscal Year 2013-2014, as presented. Motion unanimously carried.

17. ADOPTION OF RESOLUTIONS (2), TEACHING ASSIGNMENTS OUTSIDE OF CREDENTIAL AUTHORIZATION

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Beth Hergesheimer, to adopt the Resolution of Teaching Assignments Outside of Credential Authorization, as presented. Motion unanimously carried.

18. ADOPTION OF RESOLUTION / TAX & REVENUE ANTICIPATION NOTES (TRANS) FOR 2013-14

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Amy Herman, to adopt the attached Resolution for Tax and Revenue Anticipation Notes (TRANS) for fiscal year 2013-14, as presented. Motion unanimously carried.

19. ADOPTION OF RESOLUTION REGARDING ACQUISITION OF REAL PROPERTY FOR A MIDDLE SCHOOL IN THE PACIFIC HIGHLANDS RANCH AREA

It was moved by Ms. Joyce Dalessandro, seconded by Ms. Amy Herman, to adopt the resolution authorizing acquisition of real property for a middle school in the Pacific Highlands Ranch area, and authorize the Superintendent or Associate Superintendent, Business Services, to take all necessary action to complete the acquisition of property, to be expended from Proposition AA GO Bond funds, as presented. Motion unanimously carried.

20. TITLE III PROGRAM IMPROVEMENT PLAN ADDENDUM, 2013

It was moved by Ms. Amy Herman, seconded by Ms. Joyce Dalessandro, to approve the Title III Program Improvement Plan Addendum, 2013, as presented. Motion unanimously carried.

INFORMATION ITEMS..... (ITEMS 21 - 26)

21. PROPOSED BOARD POLICY REVISIONS (4): BP & AR #0450, "COMPREHENSIVE SAFETY PLAN"; BP #1250, "VISITORS / OUTSIDERS"; AR #1340, "ACCESS TO DISTRICT RECORDS"

This item was submitted for first read and will be resubmitted for board action on May 2, 2013.

19. BUSINESS SERVICES UPDATE ERIC DILL, ASSOCIATE SUPERINTENDENT

Mr. Dill gave an update on his recent trip to San Francisco to witness the pricing of the bond.

20. HUMAN RESOURCES UPDATE TORRIE NORTON, EXECUTIVE SUPERINTENDENT

Ms. Norton announced that teacher, Elizabeth Dargan, will be released on a part-time basis to serve as an additional BTSA Support Provider for the Special Education Department.

21. EDUCATIONAL SERVICES UPDATE RICK SCHMITT, DEPUTY SUPERINTENDENT

Mr. Schmitt shared an update on Advanced Placement Test Scores. (see handout). He also addressed the possibility of continuing limited bus shuttle service for 2013-14.

22. PUBLIC COMMENTS – (No comments presented)

23. FUTURE AGENDA ITEMS - None discussed.

24. ADJOURNMENT TO CLOSED SESSION

The Board convened Closed Session at 7:39 PM to:

- A. Consider and/or deliberate student discipline matters (1 case)

B. 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.*

(4 Issues / 1 Superintendent Search plus 3 other issues)

C. Conference with Labor Negotiators, pursuant to Government Code Section 54957.8.
Agency Negotiators: Superintendent, Deputy Superintendent, and Associate Superintendents
Employee Organizations: San Dieguito Faculty Association / California School Employees Association

D. Confer with real property negotiator:

Property: Approximately 13.5 acre portion of 305-031-29 and 305-040-36
Agency Negotiator: Eric Dill, Associate Superintendent, Business and/or John Addleman, Director, Planning and Financial Management
Negotiating Parties: Pardee Homes
Under negotiation: Instructions pertaining to price, terms of payment, and delivery

25. REPORT OUT OF CLOSED SESSION – There was nothing further to report out of closed session.

26. ADJOURNMENT OF MEETING - Meeting adjourned at 8:00 PM.

Beth Hergesheimer, Board Clerk

____ / ____ / 2013
Date

Ken Noah, Superintendent

____ / ____ / 2013
Date



AP EXAMS

4/3/13

	CCA	LCC	SDA	TPHS	Total
Art Hist	1			19	20
Bio	104	43		138	285
Calc AB	134	78	36	162	410
Calc BC	59	55	59	29	202
Chemistry	108	120	61	129	418
Chinese	9			39	48
Comparative Gov			16		16
Computer Science	44			19	63
Eng Lang	307	212	211	246	976
Eng Lit	99	145	45	204	493
Env Science	86	27	13	68	194
Euro Hist	44			11	55
French	6		16	4	26
Government	121	104	46	94	365
Japanese	9	1	18	18	46
Macro Econ	107			136	243
Micro Econ	1	94	31		126
Music Theory	1	5			6
Physics B	121	61	66	171	419
Physics C: E & M	19	1	33	54	107
Physics C: Mechanics	22	1	25	101	149
Psych	190	122	125	197	634
Span Lang	42	68	61	80	251
Span Lit		2			2
Stats	57		15	22	94
Studio Art: Drawing	5	7	12	6	30
Studio Art: 2D	14	10	3	13	40
Studio Art: 3D	1	4		4	9
US Hist	214	163	174	265	816
World History	140	199	90	348	777
Totals	2065	1522	1156	2577	7320



Union High School District

MINUTES

Board of Trustees
Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
John Salazar

Superintendent
Ken Noah

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

**WEDNESDAY, APRIL 17, 2013
4:00 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 Wednesday, April 17, 2013, at the above location, in the Board Room.

Attendance / Board:

Joyce Dalessandro
Barbara Groth
Beth Hergesheimer
Amy Herman
(John Salazar was absent)

Attendance / District Management:

Ken Noah, Superintendent
Eric Dill, Associate Superintendent, Business Services
Rick Schmitt, Deputy Superintendent
Russ Thornton, Chief Facilities Officer
John Addleman, Director of Planning Services

1. CALL TO ORDER
President Groth called the meeting to order at 4:00 PM
2. CALL FOR PUBLIC COMMENTS
No public comments presented.

INFORMATION ITEMS

3. ARCHITECTURAL DESIGN OPTIONS FOR NEW MIDDLE SCHOOL #5
Lionakis Architects Tom Christian, Brian Bell, and Laura Knauss, presented a site plan overview for the new middle school. The site plan included initial concept designs for the gymnasium, food service area, media center, administration building, multi-purpose room, parking, and classroom buildings (two-stories). Architects also provided various renditions of some of their previous projects. The Board was asked to provide input on those designs, and give suggestions on structure preferences and safety concerns.

4. ADJOURNMENT

The meeting was adjourned at 5:20 PM.

Beth Hergesheimer, Board Clerk

Date

Ken Noah, Superintendent

Date

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 24, 2013

BOARD MEETING DATE: May 2, 2013

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

SUBJECT: ACCEPTANCE OF GIFTS AND DONATIONS

.....

EXECUTIVE SUMMARY

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

RECOMMENDATION:

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

FUNDING SOURCE:

Not applicable

KN/bb

GIFTS AND DONATIONS
SDUHSD BOARD MEETING
May 2, 2013

ITEM 11A

Item #	Donation	Description	Donor	Department	School Site
1	\$40.00	Rachel Rodas Copy Account	Rachel Rodas	Social Studies	DNO
2	\$1,500.00	Microphones	Katrina Peterson	Drama	CVMS
3	\$1,800.00	Microphones	Juli and Howard Bear	Drama	CVMS
4	\$73.56	Misc. Donation	TRUiST	Various	CVMS
5	\$1,310.00	Misc. Donations	Oak Crest Foundation, Inc.	Various	OCMS
6	\$3,500.00	Artist in Residence Program	San Dieguito Academy Foundation	Music	SDA
7	\$1,069.20	2013-14 School Year Student Agendas	Diegueño Middle School PTSA	Various	DNO
8	\$371.70	Artist in Residence Program	Earl Warren Middle School PTSA	Music	EWMS
9	\$44.00	Conservatory Teachers	IBM Employee Services Center	Various	CCA
10					
11					
12					
13					
	\$9,708.46	Monetary Donations			
		*Value of Donated Items			
	\$9,708.46	TOTAL VALUE			

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 18, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Rick Schmitt
Deputy Superintendent

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: Approval / Ratification of Field Trip Requests

EXECUTIVE SUMMARY

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

RECOMMENDATION:

The administration recommends that the Board approve / ratify the field trips, as shown on the attached supplement.

FUNDING SOURCE:

As listed on the attached supplement.

FIELD TRIP REQUESTS
SDUHSD BOARD MEETING
May 2, 2013

ITEM 11B

Item #	Date	Sponsor, Last Name	First Name	School Team/Club	Total # Students	Total # Chaperones	Event Description / Name of Conference	City	State	Loss of Class Time	\$ Cost
1	05/25/13 - 05/26/13	Chasse	Robbie	TPHS Model UN	14	1	MUN Conference	Irvine	CA	0	None
2	05/16/13	Slijk	Wendy	CCA Inquiry Club	12	3	Intel International Science Fair	Phoenix	AZ	1 Day	CCA Foundation
3	05/24/13 - 05/26/13	Santos	Michael	SDA Mustang Minds Team	4	1	National Academic Quiz Tournament (NAQT)	Atlanta	GA	1 Day	SDA Foundation

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

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 10, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Torrie Norton
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

Employment
Leave of Absence
Resignation

Classified

Change in Assignment
Employment
Resignation

RECOMMENDATION:

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

FUNDING SOURCE:

General Fund

PERSONNEL LIST

CERTIFICATED PERSONNEL

Employment

1. **Susan Bouchard**, 100% Temporary Special Ed. Teacher (Mild/Moderate – TAP program) at Torrey Pines High School for the 2013-14 school year, effective 8/20/13 through 6/13/14.
2. **Kelly Dunn**, 100% Temporary Assistive Technology Teacher at the District Office for the 2013-14 school year, effective 8/20/13 through 6/13/14.
3. **Maria “Christy” Halling**, 100% Temporary Special Ed. Teacher (Mild/Moderate – SEAS program) at La Costa Canyon High School for the 2013-14 school year, effective 8/20/13 through 6/13/14.
4. **Kellie Murphy**, 80% Temporary Teacher (ASB director/social science) at Diegueno Middle School for the 2013-14 school year, effective 8/20/13 through 6/13/14.
5. **Paul Publico**, 100% Temporary Special Education Teacher (Moderate/Severe) at La Costa Canyon High School for the 2013-14 school year, effective 8/20/13 through 6/13/14.
6. **Rose Schleyhahn**, 100% Temporary School Psychologist for the 2013-14 school year, effective 8/20/13 through 6/13/14.
7. **Laura Spaulding**, 100% Temporary Special Ed. Teacher (Moderate/Severe) at Oak Crest Middle School for the 2013-14 school year, effective 8/20/13 through 6/13/14.

Leave of Absence

1. **Michelle Anderson**, Teacher (math) at La Costa Canyon High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
2. **Jodi Astorino**, Teacher (math) at Carmel Valley Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
3. **Tami Austin**, Teacher (English) at Earl Warren Middle School requests a 100% Unpaid Leave of Absence for Semester I/2013-14 school year, effective 8/20/13 through 1/24/14; and a 40% Unpaid Leave of Absence (60% assignment) for Semester II/2013-14 school year, effective 1/27/14 through 6/13/14.
4. **Tabitha Barry**, Teacher (social science) at Diegueno Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
5. **Janet Berend**, Teacher (English) at La Costa Canyon High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.

6. **L. Marie Black**, Teacher (English) at Torrey Pines High School, requests a 60% Unpaid Leave of Absence (40% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
7. **Jayme Cambra**, Counselor at Torrey Pines High School, requests a 100% Unpaid Leave of Absence from 8/07/13 through 10/31/13; and a 20% Unpaid Leave of Absence (80% assignment) for the remainder of the 2013-14 school year, effective 11/01/13 through 6/13/14.
8. **Lisa Caston**, Teacher (English) at Canyon Crest Academy requests a 33% Unpaid Leave of Absence (67% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
9. **Ann Cerny**, Teacher (social science) at Earl Warren Middle School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
10. **Brennan Dean**, Counselor (transfer from Torrey Pines to La Costa Canyon), requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/07/13 through 6/13/14.
11. **Kari Digiulio**, Teacher (English) at La Costa Canyon, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
12. **Jennifer Doerrer**, Teacher (art) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
13. **Lucia Franke**, Teacher (social science) at La Costa Canyon High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
14. **Tiffany Gilson**, Teacher (biology) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
15. **AnneMarie Godfrey**, Teacher (French) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
16. **Maya Goss**, Teacher (PE/English) at Oak Crest Middle School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
17. **Nicole Green**, Teacher (math), currently on Unpaid Leave of Absence from Torrey Pines, requests a 20% Unpaid Leave (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
18. **Lindsay Hern**, 80% Prob 2 Teacher (art) at Earl Warren Middle School, requests an 80% Unpaid Leave of Absence (0% assignment) for Semester I/2013-14 school year, effective 8/20/13 through 1/24/14; She plans to resume her 80% assignment for Semester II, effective 1/27/14.
19. **Jacquelyn Karney**, Teacher (English) at Diegueno Middle School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.

20. **Mary King**, Teacher (English) at San Dieguito Academy, requests a 33% Unpaid Leave of Absence (67% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
21. **Kerry Koda**, Teacher (social science) at San Dieguito Academy, requests a 33% Unpaid Leave of Absence (67% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
22. **Joy Kuemmerle**, Teacher (PE & Adaptive PE) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
23. **Jill Lenc**, Teacher (math) at La Costa Canyon High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
24. **Maura Leonard**, Teacher (Computers & English) at Diegueno Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
25. **Tracy McCabe**, Teacher (English & life science) at Carmel Valley Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
26. **Nan Mijares**, Teacher (Spanish) at La Costa Canyon High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
27. **Sarah Morawa**, Teacher (art) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
28. **Daryl Nann**, 80% Tenured Teacher (math) at Torrey Pines High School, requests a 20% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
29. **S. Paulina Nelson**, Teacher (English) at Carmel Valley Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
30. **Lindsey Olson**, Teacher (biology) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
31. **MaryAnn Rall**, Teacher (life science) at Torrey Pines High School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
32. **Catherine Ramos**, Teacher (science) at San Dieguito Academy, requests a 33% Unpaid Leave of Absence (67% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
33. **Heidi Robson**, Teacher (math) at Earl Warren Middle School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.

34. **Julie Seebruch**, Teacher (Special Ed – Mild/Moderate) at Canyon Crest Academy, requests a 100% Unpaid Leave of Absence for child-rearing purposes, effective 4/17/13 through 5/22/13. She will resume her 100% assignment, effective 5/23/13.
35. **Jill Seidenverg**, Teacher (social science) at San Dieguito Academy, requests a 33% Unpaid Leave of Absence (67% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
36. **Kelly Shafer**, Teacher (English) transfer from Oak Crest Middle School to Earl Warren Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
37. **Melissa Shayegan**, Teacher (Special Ed. – Mild/Moderate) at San Dieguito Academy, requests a 100% Unpaid Leave of Absence for the 2013-14 school year, effective 8/20/13 through 6/13/14.
38. **Amy Souza**, Teacher (English) transfer from Oak Crest Middle School to Sunset High School, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
39. **Julianna Yaeger**, Teacher (music) at Oak Crest and Diegueno Middle Schools, requests a 20% Unpaid Leave of Absence (80% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
40. **Kellee Ybarra**, Teacher (math) at Carmel Valley Middle School, requests a 40% Unpaid Leave of Absence (60% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.
41. **Ronette Youmans**, Teacher (English/ESL) at San Dieguito Academy, requests a 33% Unpaid Leave of Absence (67% assignment) for the 2013-14 school year, effective 8/20/13 through 6/13/14.

Resignation

1. **Paige Pennock**, Teacher currently on Unpaid Leave of Absence for the 2012-13 school year, resignation from employment, effective 4/16/13.
2. **Jamie Swope**, Teacher (English) currently on Unpaid Leave of Absence for the 2012-13 school year, resignation from employment, effective 6/14/13.

PERSONNEL LIST

CLASSIFIED PERSONNEL

Employment

1. Llamas, April, Secretary, SR36, 100% FTE, San Dieguito Academy, effective 4/17/13

Change in Assignment

1. Windle, Debbie, Transportation Dispatcher, SR41, 75% FTE increased to 100% FTE, Transportation Department, effective 5/01/13

Resignation

1. Bergman, Debbie, Administrative Assistant, SR42, 100% FTE, District Office-Special Education, resignation for the purpose of retirement, effective 7/31/13
2. Fello, Belinda, Instructional Assistant SpEd, SR34, 37.5% FTE, Carmel Valley MS, effective 4/14/13
3. Jensen, Ann, Instructional Assistant SpEd, SR34, 37.5% FTE, Oak Crest MS, effective 3/29/13

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Michael Grove, Executive Director of Curriculum,
Instruction and Assessment
Rick Schmitt, Deputy Superintendent

SUBMITTED BY: Ken Noah
Superintendent

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

EXECUTIVE SUMMARY

The attached Professional Services Report/Educational Services summarizes one contract.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached list

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

EDUCATIONAL SERVICES - PROFESSIONAL SERVICES REPORT

Date: 05-02-13

<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>
07/01/13 – 06/30/14	Edgenuity, Inc.	Provide virtual classroom and web administrator instructional recovery software licenses (replaces Plato)	General Fund 03-00	\$115,650.00 plus applicable tax and shipping

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 18, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Chuck Adams, Director of Special Education
Rick Schmitt, Deputy Superintendent

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF NON-PUBLIC
SCHOOL / NON-PUBLIC AGENCY CONTRACTS,
INDEPENDENT CONTRACTOR AGREEMENTS,
AND/OR MEMORANDUMS OF UNDERSTANDING

EXECUTIVE SUMMARY

The attached Special Education Agreements report summarizes one contract.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the contract as shown on the attached Special Education Agreements report.

FUNDING SOURCE:

As noted on the attached report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

SPECIAL EDUCATION AGREEMENTS

DATE: 5-2-13

<u>Contract Effective Dates</u>	<u>Contractor/Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
03/19/13 – 05/29/13	Lori L. Riddle-Walker, MFT – ICA	Provide cognitive behavioral therapy, specifically exposure and response prevention services	General Fund/ Restricted 06-00	\$85.00/session 45–50 minute sessions

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 18, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Chuck Adams, Director of Special Education
Rick Schmitt, Deputy Superintendent

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL/RATIFICATION OF
AMENDMENTS TO AGREEMENTS

EXECUTIVE SUMMARY

The attached Special Education Amendment to Agreements Report summarizes one amendment to agreements.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on the attached report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

SPECIAL EDUCATION – AMENDMENT TO AGREEMENTS REPORT

DATE: 05-02-13

<u>Contract Effective Dates</u>	<u>Contractor/Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
N/A	Oceanside Unified School District – MOU	Increasing the not-to-exceed amount for special education instruction & services	General Fund/ Restricted 06-00	\$4,664.44

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 17, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Chuck Adams, Director of Special Education
Rick Schmitt, Deputy Superintendent

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF PARENT SETTLEMENT
AGREEMENTS

EXECUTIVE SUMMARY

The attached Special Education Agreements report summarizes two Parent Settlement Agreements.

RECOMMENDATION:

The administration recommends that the Board approve and/or ratify the two settlements, and authorize the Director of Special Education to execute the agreements, as shown on the attached Special Education Agreements report.

FUNDING SOURCE:

As noted on the attached report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT BOARD MEETING

SPECIAL EDUCATION AGREEMENTS

DATE: 5-2-13

<u>Student SSID No.</u>	<u>Description of Services</u>	<u>Date Executed</u>	<u>School/Department Budget</u>	<u>Amount</u>
4018542930	Parent Settlement Agreement	4-17-13	General Fund Special Education 06-00	Lindamood Bell Services 4 hrs/day 4/17/13 – 6/21/13 2 hrs./day 6/24/13 – 8/16/13
3025564007	Parent Settlement Agreement	4-17-13	General Fund Special Education 06-00	Lindamood Bell Services 4 hrs/day 4/17/13 – 6/21/13 2 hrs./day 6/24/13 – 8/16/13

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
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 four contracts.

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 report.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS - PROFESSIONAL SERVICES REPORTDate: 05-02-13

<u>Contract Effective Dates</u>	<u>Contractor/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
06/12/13 – 06/14/13	Morningstar Productions, LLC	Provide sound and stage equipment and services for Canyon Crest Academy graduation	General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation	\$8,999.99
04/16/13 – 05/16/13	Playwrights Project	To conduct <i>Write On!</i> Playwriting program in one classroom at Canyon Crest Academy	General Fund 03-00 and reimbursed by the Canyon Crest Academy Foundation	\$1,100.00
04/29/13	Premier Food Services, Inc.	Provide catering services for the San Dieguito Union High School District College Fair and Night	General Fund 03-00 and Torrey Pines High School fundraising events	\$7,558.90
06/13/13	Wheels of Freestyle, Inc.	Perform a freestyle bike show to inspire students to reach for new goals and dreams including committing to a drug and violence free lifestyle at Carmel Valley Middle School	General Fund/Restricted 06-00	\$1,299.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Christina M. Bennett, Director of Purchasing/Risk Mgt
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 one amendment to agreements.

RECOMMENDATION:

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

FUNDING SOURCE:

As noted on attached list

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

BUSINESS SERVICES - AMENDMENT TO AGREEMENTS REPORT

Date: 05-02-13

<u>Contract Effective Dates</u>	<u>Contractor/ Vendor</u>	<u>Description of Services</u>	<u>School/ Department Budget</u>	<u>Fee Not to Exceed</u>
NA	Affordable Drain Service, Inc.	For district wide drain repair services, increasing the annual not to exceed total	General Fund 03-00	\$15,000.00

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: AWARD/RATIFICATION OF CONTRACTS

EXECUTIVE SUMMARY

On April 2, 2013 District Staff advertised for bids and sent bid notices to six licensed contractors alerting them that the District's electrical services contract was out for bid. This contract provides for electrical services identified by the Maintenance and Operations Department and the Planning and Construction Department. From the District's solicitations, two contractors picked up bid packages. On April 16, 2013 one bid for the district wide electrical services contract was received. The bid submittal was reviewed by District staff for compliance and found that the bidder is responsive and responsible.

RECOMMENDATION:

It is recommended that the Board approve entering into a contract with Frederick's Electric, Inc. for Electrical Services – District Wide, during the period May 10, 2013 through May 9, 2014, with options to renew two additional one year periods, at the unit prices shown in the attachment, and authorize Christina M. Bennett or Eric R. Dill to execute all pertinent documents.

FUNDING SOURCE:

Fund to which the project is charged, including Building Fund-Prop 39 Fund 21-39.

PRICE SHEET BID FORM
ELECTRICAL WORK

The District is bidding electrical services to include electrical work in existing facilities and the hook-up of relocatable units at various sites within the District. Also, included is the hook-up of intercoms, and fire alarms. Include material and labor for all items.

Please submit unit prices on the following items:

Trenching:

To include concrete / slurry backfill or 95% compaction below asphalt or concrete areas and 85% compaction in dirt / grass or planter areas (all trenching to include: asphalt / concrete cutting, removal / disposal of spoils, patch back and restoration of surface to match existing).

- 1. Cost per linear foot of trenching, 12" wide and at a depth of two feet through the following areas:

Turf	_____ \$20.00 _____	per linear foot, 20' minimum
Asphalt	_____ \$30.00 _____	per linear foot, 20' minimum
Cement	_____ \$36.00 _____	per linear foot, 10' minimum

Conduit (20-foot Minimum)

(All conduit prices are to include all necessary fittings, junction boxes, pull string, pull boxes, and painting on exposed areas;

Please Note: All conduit installed above ground outside shall be rigid conduit. All conduit making the transition from the ground to above ground shall be rigid 90 degree PVC sweeps. Conduit will be used for electrical, intercom, fire alarm, clocks, cable TV, phones. Also, a pull string and identification tag must be placed in all empty conduits, and the conduit must be capped and sealed.)

- 1. Cost per linear foot for installing the following conduit (include labor and conduit):

3/4" PVC sch 40 underground	_____ \$3.75 _____	per linear foot
1" PVC sch 40 underground	_____ \$5.00 _____	per linear foot
1-1/4" PVC sch 40 underground	_____ \$7.00 _____	per linear foot
1-1/2" PVC sch 40 underground	_____ \$8.50 _____	per linear foot
2" PVC sch 40 underground	_____ \$10.00 _____	per linear foot
3" PVC sch 40 underground	_____ \$12.00 _____	per linear foot
4" PVC sch 40 underground	_____ \$16.00 _____	per linear foot

ITEM 15C

2. Cost per linear foot for installing the following conduit (include labor and conduit):

- 3/4" GRC (galvanized rigid conduit) _____ \$8.00 _____ per linear foot
- 1" GRC (galvanized rigid conduit) _____ \$10.00 _____ per linear foot
- 1-1/4" GRC (galvanized rigid conduit) _____ \$12.00 _____ per linear foot
- 1-1/2" GRC (galvanized rigid conduit) _____ \$15.00 _____ per linear foot
- 2" GRC (galvanized rigid conduit) _____ \$18.00 _____ per linear foot
- 3" GRC (galvanized rigid conduit) _____ \$26.25 _____ per linear foot
- 4" GRC (galvanized rigid conduit) _____ \$35.00 _____ per linear foot

3. Cost per linear foot for installing the following conduit (include labor and conduit):

- 3/4" EMT (electrical metallic tubing) _____ \$5.00 _____ per linear foot
- 1" EMT (electrical metallic tubing) _____ \$7.00 _____ per linear foot
- 1-1/4" EMT (electrical metallic tubing) _____ \$8.50 _____ per linear foot
- 1-1/2" EMT (electrical metallic tubing) _____ \$9.50 _____ per linear foot
- 2" EMT (electrical metallic tubing) _____ \$12.00 _____ per linear foot
- 3' EMT (electrical metallic tubing) _____ \$20.00 _____ per linear foot
- 4' EMT (electrical metallic tubing) _____ \$30.00 _____ per linear foot

4. Cost per linear foot for installing the following conduit (include labor and conduit):

- 3/4" Liquid tight flexible conduit fittings _____ \$15.00 _____ per linear foot
- 1" Liquid tight flexible conduit fittings _____ \$18.00 _____ per linear foot
- 1-1/4" Liquid tight flexible conduit fittings _____ \$20.00 _____ per linear foot
- 1-1/2" Liquid tight flexible conduit fittings _____ \$22.50 _____ per linear foot
- 2" Liquid tight flexible conduit fittings _____ \$30.00 _____ per linear foot

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Type MC Cable: (10-foot Minimum, per foot installed; include all required junction boxes & fittings, labor, and cable)

#12-2 conductor with ground _____	\$5.00	per foot
#12-3 conductor with ground _____	\$6.00	per foot
#12-2 conductor with ground (including #10 neutral) _____	\$7.00	per foot
#12-3 conductor with ground (including #10 neutral) _____	\$8.00	per foot

Electrical Panels: All to be copper bussing, series rated @ 65KAIC.

1. NEMA 1

Coat to install different size electrical panel boards (include labor and material)

120/208/240 - 1 phase -3 wire - 100 amp -24 circuit _____	\$300.00	ea
120/208/240 - 1 phase -3 wire - 100 amp -42 circuit _____	\$525.00	ea
120/208/240 - 1 phase -3 wire -200 amp -42 circuit _____	\$675.00	ea
120/208 - 3 phase -4 wire - 125 amp -24 circuit _____	\$575.00	ea
120/208 - 3 phase -4 wire - 125 amp -42 circuit _____	\$800.00	ea
120/208 -3 phase -4 wire -200 amp -42 circuit _____	\$825.00	ea
120/208 -3 phase -4 wire -250 amp -42 circuit _____	\$875.00	ea
120/208 - 3 phase -4 wire -400 amp -42 circuit _____	\$900.00	ea
277/480 - 3 phase -4 wire - 100 amp -24 circuit _____	\$800.00	ea
277/480 - 3 phase -4 wire - 125 amp -42 circuit _____	\$800.00	ea
277/480 - 3 phase -4 wire -250 amp -42 circuit _____	\$950.00	ea

2. NEMA 3

Coat to install different size electrical panel boards (include labor and material)

120/208/240 - 1 phase -3 wire - 100 amp -24 circuit _____	\$675.00	ea
120/208/240 - 1 phase -3 wire - 100 amp -42 circuit _____	\$850.00	ea
120/208/240 - 1 phase -3 wire -200 amp -42 circuit _____	\$900.00	ea
120/208 - 3 phase -4 wire - 125 amp -24 circuit _____	\$850.00	ea

ITEM 15C

120/208 - 3 phase -4 wire - 125 amp -42 circuit _____	\$900.00	ea
120/208 -3 phase -4 wire -200 amp -42 circuit _____	\$1,000.00	ea
120/208 -3 phase -4 wire -250 amp -42 circuit _____	\$1,200.00	ea
120/208 - 3 phase -4 wire -400 amp -42 circuit _____	\$1,300.00	ea
277/480 - 3 phase -4 wire - 100 amp -24 circuit _____	\$1,100.00	ea
277/480 - 3 phase -4 wire - 125 amp -42 circuit _____	\$1,050.00	ea
277/480 - 3 phase -4 wire -250 amp -42 circuit _____	\$1,300.00	ea
3. TVSS Protection _____	\$1,725.00	ea

Switch Boards: All to be copper bussing, series rated @ 65KAIC.

1. All switch gear shall be placed on a minimum 4 inch concrete pad with proper soil compaction Gear, Nema Type 3R (include labor and materials):

120/208/240 - 1 phase - 3 wire 400 amp _____	\$5,500.00	ea
120/208 - 3 phase - 4 wire 400 amp _____	\$6,500.00	ea
277/480 - 3 - phase - 4 wire 400 amp _____	\$7,500.00	ea

Transformers: All to be standard dry type NEMA 3R Vented with copper winding material and weather shield

1. All transformers shall be placed on a minimum 4 inch concrete pad with proper soil compaction Gear, Nema Type 3R (include labor and materials):

1 PHASE 37.5 KVA, 480v Primary Volts 120/240 Secondary Volts _____	\$3,600.00	ea
1 PHASE 50 KVA, 480v Primary Volts 120/240 Secondary Volts _____	\$3,950.00	ea
1 PHASE 75 KVA, 480v Primary Volts 120/240 Secondary Volts _____	\$4,850.00	ea
3 PHASE 45 KVA, 480v Primary Volts 120/208 Secondary Volts _____	\$3,225.00	ea
3 PHASE 75 KVA, 480v Primary Volts 120/208 Secondary Volts _____	\$4,100.00	ea
3 PHASE 100 KVA, 480v Primary Volts 120/208 Secondary Volts _____	\$5,325.00	ea
3 PHASE 150 KVA, 480v Primary Volts 120/208 Secondary Volts _____	\$6,375.00	ea

Wire:

1. Cost per linear foot for various size wires and types (include labor and wire)

#14 solid wire	\$0.65	per linear ft.
#12 solid wire	\$1.00	per linear ft.
#10	\$1.25	per linear ft.
#8	\$1.50	per linear ft.
#6	\$1.50	per linear ft.
#4	\$1.75	per linear ft.
#2	\$2.00	per linear ft.
#1	\$3.00	per linear ft.
1/0	\$4.00	per linear ft.
2/0	\$5.00	per linear ft.
3/0	\$6.00	per linear ft.
250 MCM	\$8.00	per linear ft.
500 MCM	\$12.00	per linear ft.

Grounding: (include all labor and material).

8' x 1/2" ground rod & 12" round concrete ground box with concrete lid tied into grounding system for relocatable classroom and stair ramps \$450.00 per unit

Floor Boxes: (include labor and material) *Wiremold RFB2 Series or Equal with Brass cover plate

Single Compartment	\$105.00	ea
Dual Compartment	\$235.00	ea
Three Compartment	\$260.00	ea

NEMA Pull Boxes: (include labor and material)

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6 X 6 X 4 NEMA 1 _____	\$75.00	ea
6 X 6 X 4 NEMA 3R _____	\$100.00	ea
12 X 12 X 4 NEMA 1 _____	\$125.00	ea
12 X 12 X 4 NEMA 3R _____	\$175.00	ea
12 X 12 X 6 NEMA 1 _____	\$125.00	ea
12 X 12 X 6 NEMA 3R _____	\$175.00	ea

Concrete Pull Boxes: (price by detail number)

Detail Number 1 _____	\$350.00	ea
Detail Number 2 _____	\$500.00	ea

Switches:

Switches - Single Pole - Toggle type -20 amp _____	\$30.00	ea
Switches - Single Pole - Key type - 20 amp _____	\$30.00	ea
Switches - 3 Way - Toggle type - 20 amp _____	\$30.00	ea
Switches - 3 Way - Key type - 20 amp _____	\$30.00	ea
Switches - 30 amp - 2pole - 120 Volt - Motor rated _____	\$75.00	ea
Receptacle - 20 amp _____	\$25.00	ea
Ground Fault Convenience Receptacles - 20 amp _____	\$35.00	ea
Time Switch (electronic) 7 day _____	\$350.00	ea
Time Switch (mechanical) 7 day _____	\$300.00	ea

Disconnect Switches: (include labor and material)

NEMA-1, Enclosure, Typical 30 amp, 3 pole, 300 volt _____	\$165.00	ea
NEMA-I, Enclosure, Typical 60 amp, 3 pole, 300 volt _____	\$215.00	ea
NEMA-1, Enclosure, Typical 100 amp, 3 pole, 300 volt _____	\$315.00	ea
NEMA-I, Enclosure, Typical 30 amp, 3 pole, 600 volt _____	\$225.00	ea

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NEMA-1, Enclosure, Typical 60 amp, 3 pole, 600 volt _____	\$250.00	ea
NEMA-1, Enclosure, Typical 100 amp, 3 pole, 600 volt _____	\$375.00	ea
NEMA-3R, Enclosure, Typical 30 amp, 3 pole, 300 volt _____	\$225.00	ea
NEMA-3R, Enclosure, Typical 60 amp, 3 pole, 300 volt _____	\$350.00	ea
NEMA-3R, Enclosure, Typical 100 amp, 3 pole, 300 volt _____	\$500.00	ea
NEMA-3R, Enclosure, Typical 30 amp, 3 pole, 600 volt _____	\$400.00	ea
NEMA-3R, Enclosure, Typical 60 amp, 3 pole, 600 volt _____	\$425.00	ea
NEMA-3R, Enclosure, typical 100 amp, 3 pole, 600 volt _____	\$500.00	ea

Circuit Breakers: (include labor, material & mounting hardware – Any Manufacturer)

1 pole, 20 amp to 90 amp _____	\$30.00	ea
2 pole, 20 amp to 90 amp _____	\$75.00	ea
3 pole, 20 amp to 90 amp _____	\$200.00	ea
3 pole, 100 amp to 175 amp _____	\$750.00	ea
3 pole, 200 amp to 250 amp _____	\$750.00	ea
3 pole, 400 amp _____	\$1,000.00	ea

Surface Raceways: (minimum 10-foot length, including all fittings) Wiremold or approved equal.

Single Channel (Panduit LDP7) _____	\$15.00	per linear ft.
Two Channel (Wiremold 5400) _____	\$25.00	per linear ft.
Three Channel (Wiremold 5500) _____	\$30.00	per linear ft.

Occupancy Sensors: (include labor and material)

1. Ceiling Mounted

Rooms greater than 25'-0" X 25'-0" _____	\$300.00	ea
Rooms less than 25'-0" X 25'-0" _____	\$300.00	ea
Rooms less than 15'-0" X 15'-0" _____	\$300.00	ea

2. Wall Mounted _____ \$210.00 ea

Lamps: (include material / installation of new & removal / disposal of old)

Fluorescent Lamps:

4' T8 Lamp 4100k (GE or approved equal) _____ \$22.50 ea

Metal Halide Lamps:

70w Metal Halide Lamp (GE or approved equal) _____ \$75.00 ea

100w Metal Halide Lamp (GE or approved equal) _____ \$80.00 ea

150w Metal Halide Lamp (GE or approved equal) _____ \$80.00 ea

175w Metal Halide Lamp (GE or approved equal) _____ \$160.00 ea

250w Metal Halide Lamp (GE or approved equal) _____ \$160.00 ea

400w Metal Halide Lamp (GE or approved equal) _____ \$160.00 ea

1000w Metal Halide Lamp (GE or approved equal) _____ \$180.00 ea

High Pressure Sodium Lamps:

50w High Pressure Sodium Lamp (GE or approved equal) _____ \$75.00 ea

70w High Pressure Sodium Lamp (GE or approved equal) _____ \$75.00 ea

100w High Pressure Sodium Lamp (GE or approved equal) _____ \$75.00 ea

150w High Pressure Sodium Lamp (GE or approved equal) _____ \$160.00 ea

175w High Pressure Sodium Lamp (GE or approved equal) _____ \$160.00 ea

250w High Pressure Sodium Lamp (GE or approved equal) _____ \$160.00 ea

400w High Pressure Sodium Lamp (GE or approved equal) _____ \$160.00 ea

1000w High Pressure Sodium Lamp (GE or approved equal) _____ \$180.00 ea

Low Pressure Sodium Lamps:

80w SOX LPS Lamp (GE or approved equal) _____ \$200.00 ea

135w SOX LPS Lamp (GE or approved equal) _____ \$200.00 ea

Ballasts: (include material / installation of new & removal / disposal of old)

Fluorescent Ballasts:

- 4' 2-lamp 120/277v multi tap ballast (Advanced or equal) \$75.00 ea
- 4' 3-lamp 120/277v multi tap ballast (Advanced or equal) \$75.00 ea
- 4' 4-lamp 120/277v multi tap ballast (Advanced or equal) \$80.00 ea

Metal Halide Ballast Kit:

- 70w MH 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 100w MH 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 150w MH 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 175w MH 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 250w MH 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea
- 400w MH 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea
- 1000w MH 120/277v multi tap ballast Kit (Advanced or equal) \$330.00 ea

High Pressure Sodium Ballast kit:

- 50w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 70w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 100w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 150w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 175w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$225.00 ea
- 250w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea
- 400w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$250.00 ea
- 1000w HPS 120/277v multi tap ballast Kit (Advanced or equal) \$350.00 ea

Low Pressure Sodium Ballast Kit:

- 80w SOX LPS 120/277v multi tap ballast Kit (Advanced or equal) \$350.00 ea
- 135w SOX LPS 120/277v multi tap ballast Kit (Advanced or equal) \$350.00 ea

Wall Pack Ballast & Lamps:

ITEM 15C

Advanced Intellivolt 120/277v ICP-2S42-H1-LD (or equal)	\$80.00	ea
PLT 26w 4-pin 4100k Lamp	\$75.00	ea
PLT 32w 4-pin 4100k Lamp	\$75.00	ea
PLT 42w 4-pin 4100k Lamp	\$75.00	ea

Light Fixtures: (include material / installation of new & removal / disposal of old)

4' 3-lamp Fluorescent 2x4 lay-in fixture (Metalux 2GC8-332A-UNV-EB81-U single 3-lamp ballast (or equal)	\$165.00	ea
50w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)	\$175.00	ea
70w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)	\$195.00	ea
100w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)	\$225.00	ea
150w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)	\$235.00	ea
250w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)	\$275.00	ea
400w Metal Halide or HPS Lithonia TWS Series Fixture (or equal)	\$300.00	ea

Labor rate: (four hour minimum) _____ \$80.00 hour

Performance & Payment Bond: (For projects over \$25,000) _____ 2.5 %

*** This ten page price sheet bid form must be submitted with bid form and project bid form.**

Signature

Name

Title

Company

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF CHANGE ORDERS

EXECUTIVE SUMMARY

The Torrey Pines High School turf replacement & track resurfacing project B2012-16, is now finished. The project was completed without any additional costs or issues.

For administrative purposes, the completion date needs to be extended 273 days on the contract to coincide with the Board's acceptance date.

RECOMMENDATION:

Approve Change Orders to the following projects, and authorize Christina M. Bennett or Eric R. Dill to execute the change orders:

1. Torrey Pines High School turf replacement & track resurfacing project B2012-16, contract entered into with FieldTurf USA, Inc., extending the contract 273 days.

FUNDING SOURCE:

N/A

CHANGE ORDER

PROJECT:
Torrey Pines High School Field Turf Project B2012-16

CHANGE ORDER #2

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

CONTRACTOR:
FieldTurf USA, Inc.
8088 Montview Road, Montreal, Quebec H4P 2L7
San Diego, CA 92131

The contract is changed as follows:

Extend contract end date to coincide with Board acceptance date: 273 Calendar Days

The contract sum was	\$951,252.90
Net change by previously approved change orders	\$107,171.90
The contract sum prior to this change order was	\$844,081.00
The contract sum will be decreased / increased /unchanged by this change order in the amount of	0.00
The new contract sum, including this change order will be	\$951,252.90

CONTRACTOR
FieldTurf USA, Inc.

OWNER
San Dieguito Union High School District

By: _____

By: _____

Typed or Written

Christina M. Bennett, Director of Purchasing
Typed or Written

Date: _____

Date: _____

Board Acceptance Date: _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: ACCEPTANCE OF CONSTRUCTION PROJECTS

EXECUTIVE SUMMARY

The Torrey Pines High School turf replacement & track resurfacing project B2012-16, is now finished. The project was completed without any additional costs or issues. It is recommended that the Board of Trustees accept this project as complete.

RECOMMENDATION:

It is recommended that the Board accept the following construction project as complete, pending the completion of a punch list, and authorize the administration to file a Notice of Completion with the County Recorder's Office:

1. Torrey Pines High School turf replacement & track resurfacing project B2012-16, contract entered into with FieldTurf USA, Inc.

FUNDING SOURCE:

N/A

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 22, 2013

BOARD MEETING DATE: May 2, 2013

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:

1. Purchase Orders
2. Membership Listing
3. Replacement Warrants

RECOMMENDATION:

It is recommended that the Board approve the following business reports: 1) Purchase Orders, 2) Membership Listings, and 3) Replacement Warrants.

FUNDING SOURCE:

Not applicable

PO/BOARD/REPORT

ITEM 15F
1SAN DIEGUITO UNION HIGH
FROM 03/26/13 THRU 04/22/13

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
232191	03/26/13	06	ARCH ACADEMY, THE	030	OTHER CONTR-N.P.S.	\$21,056.00
232192	03/26/13	06	ARCH ACADEMY, THE	030	OTHER CONTR-N.P.S.	\$17,024.00
232193	03/26/13	06	ARCH ACADEMY, THE	030	OTHER CONTR-N.P.S.	\$22,176.00
232194	03/26/13	06	WETTER, SPENCER, PH.	030	OTHER SERV.& OPER.EX	\$4,000.00
232195	03/26/13	06	FUSION LEARNING CENT	030	MEDIATION SETTLEMENT	\$5,000.00
232196	03/26/13	06	REDWOOD PEDIATRICS T	030	OTHER SERV.& OPER.EX	\$892.70
232197	03/26/13	03	BRAINPOP LLC	013	COMPUTER LICENSING	\$205.00
232198	03/26/13	03	PIONEER RESEARCH COR	025	BLDG.-REPAIR MATERIA	\$1,694.26
232199	03/26/13	06	MOESMAN, SHELLY	030	MEDIATION SETTLEMENT	\$5,500.00
232200	03/26/13	06	INST OF EFFECTIVE ED	030	OTHER CONTR-N.P.S.	\$2,120.14
232201	03/26/13	06	AMAZON.COM	024	MATERIALS AND SUPPLI	\$302.72
232202	03/26/13	03	GLOBAL TRADEQUEST IN	003	MATERIALS AND SUPPLI	\$205.10
232203	03/26/13	03	ONE STOP TONER AND I	030	MATERIALS AND SUPPLI	\$194.36
232204	03/26/13	06	SAN BERNARDINO COUNT	024	MATERIALS AND SUPPLI	\$437.24
232205	03/26/13	06	SAN BERNARDINO COUNT	024	MATERIALS AND SUPPLI	\$291.49
232206	03/26/13	06	SAN BERNARDINO COUNT	024	MATERIALS AND SUPPLI	\$437.24
232207	03/26/13	06	P B S DISTRIBUTION	024	MATERIALS AND SUPPLI	\$47.43
232208	03/27/13	03	PROCURETECH	014	MATERIALS AND SUPPLI	\$358.44
232209	03/27/13	25-18	SIEMENS INDUSTRY, I	025	IMPROVEMENT	\$690,824.00
232210	03/27/13	03	ROBOMATTER, INC.	014	COMPUTER LICENSING	\$538.92
232211	03/27/13	21-09	RANCHO SANTA FE PROT	025	NON-CAPITALIZED IMPR	\$300.00
232212	03/27/13	03	JEM RESOURCE PARTNER	022	PROF/CONSULT./OPER E	\$4,976.00
232213	03/27/13	03	LEGO EDUCATION	014	MATERIALS AND SUPPLI	\$1,639.76
232214	03/27/13	03	SEASIDE HEATING AND	025	EQUIPMENT	\$13,650.00
232215	03/27/13	06	SAN MARCOS UNIFIED S	030	OTH TUIT-X COST/DEFI	\$4,813.44
232216	03/27/13	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$151.83
232217	03/27/13	06	AMAZON.COM	005	MATERIALS AND SUPPLI	\$432.86
232218	03/28/13	03	ONE STOP TONER AND I	006	MATERIALS AND SUPPLI	\$97.19
232219	03/28/13	03	SAN DIEGUITO TROPHY	012	MATERIALS AND SUPPLI	\$102.60
232220	03/28/13	06	WHEELS OF FREESTYLE	040	PROF/CONSULT./OPER E	\$1,299.00
232221	03/28/13	06	VISTA UNIFIED SCHOOL	030	OTH TUIT-X COST/DEFI	\$13,874.88
232222	03/29/13	06	FALLBROOK UNION HIGH	030	OTH TUIT-X COST/DEFI	\$43,959.78
232223	04/01/13	06	MARKEL, NANCY E., PH	030	PROF/CONSULT./OPER E	\$8,000.00
232224	04/01/13	03	FREDRICKS ELECTRIC I	025	REPAIRS BY VENDORS	\$1,781.00
232225	04/01/13	21-09	FREDRICKS ELECTRIC I	035	OTHER SERV.& OPER.EX	\$907.00
232226	04/01/13	03	PACIFIC RIM HYDROSEE	025	OTHER SERV.& OPER.EX	\$5,310.00
232227	04/01/13	03	MOBIL CONSTRUCTION S	025	OTHER SERV.& OPER.EX	\$345.00
232228	04/01/13	03	D A D ASPHALT	025	REPAIRS BY VENDORS	\$8,978.40
232229	04/01/13	21-09	FREDRICKS ELECTRIC I	025	NON-CAPITALIZED IMPR	\$6,030.00
232230	04/01/13	25-18	FREDRICKS ELECTRIC I	025	OTHER SERV.& OPER.EX	\$2,752.00
232231	04/01/13	03	UNION TRIBUNE PUBLIS	036	ADVERTISING	\$126.92
232232	04/01/13	03	FERANDELL TENNIS COU	025	OTHER SERV.& OPER.EX	\$650.00
232233	04/02/13	03	OFFICE DEPOT	001	MATERIALS AND SUPPLI	\$53.95
232234	04/02/13	06	LOGICAL CHOICE TECHN	001	NON-CAPITALIZED TECH	\$1,271.32
232235	04/02/13	06	MCLOGAN	013	MATERIALS AND SUPPLI	\$836.51
232236	04/02/13	03	GREG LARSON SPORTS	013	MATERIALS AND SUPPLI	\$194.85
232237	04/02/13	03	GOPHER SPORT	013	MATERIALS AND SUPPLI	\$382.43
232238	04/02/13	03	DUNN EDWARDS CORP	025	EQUIPMENT REPLACEMEN	\$999.00
232239	04/02/13	03	SIGLER WHOLESALE DIS	025	BLDG.-REPAIR MATERIA	\$887.46
232240	04/02/13	03	ONE STOP TONER AND I	013	AERIES SUPPLIES	\$215.97
232241	04/02/13	03	ENCORE DATA PRODUCTS	008	MATERIALS AND SUPPLI	\$94.23
232242	04/02/13	03	WAXIE SANITARY SUPPL	013	MATERIALS AND SUPPLI	\$127.07
232243	04/02/13	03	STAPLES ADVANTAGE	037	MATERIALS AND SUPPLI	\$206.72
232244	04/02/13	06	DION INTERNATIONAL	028	REPAIRS-VEHICLES	\$2,028.76
232245	04/02/13	03	AMAZON.COM	004	MATERIALS AND SUPPLI	\$378.00

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 03/26/13 THRU 04/22/13ITEM 15F₂

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
232246	04/02/13	03	ONE STOP TONER AND I	003	MATERIALS AND SUPPLI	\$142.54
232247	04/02/13	25-19	DIVISION OF STATE AR	036	NEW CONSTRUCTION	\$500.00
232248	04/02/13	03	SOCIAL STUDIES SCHOO	004	MATERIALS AND SUPPLI	\$21.23
232249	04/02/13	03	TEACHER'S DISCOVERY	004	MATERIALS AND SUPPLI	\$28.45
232250	04/02/13	03	RASIX COMPUTER CENTE	013	AERIES SUPPLIES	\$274.00
232251	04/02/13	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$253.79
232252	04/02/13	03	STEWART MCDONALD	013	MATERIALS AND SUPPLI	\$1,026.53
232253	04/02/13	11	DAN LEVINE PRODUCTIO	009	OTHER SERV. & OPER.EX	\$68.90
232254	04/02/13	03	PRESIDENT'S CHALLENG	004	MATERIALS AND SUPPLI	\$756.00
232255	04/02/13	03	HOME DEPOT	013	MATERIALS AND SUPPLI	\$199.16
232256	04/02/13	13	C H ROBINSON WORLDWI	031	PURCHASES FOOD	\$2,000.00
232257	04/02/13	06	PATON GROUP, THE	010	NON CAPITALIZED EQUI	\$1,544.39
232258	04/02/13	06	DANA DEAN OPTOMETRY	030	OTHER SERV. & OPER.EX	\$395.00
232259	04/02/13	03	OFFICE DEPOT	005	MATERIALS AND SUPPLI	\$170.10
232260	04/03/13	03	RASIX COMPUTER CENTE	014	MATERIALS AND SUPPLI	\$103.14
232261	04/03/13	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$190.03
232262	04/03/13	06	ONE STOP TONER AND I	030	MATERIALS AND SUPPLI	\$48.59
232263	04/04/13	06	SCHOOL OUTFITTERS	040	NON CAPITALIZED EQUI	\$1,001.95
232264	04/04/13	03	AMAZON.COM	013	MATERIALS AND SUPPLI	\$298.94
232265	04/04/13	03	HERIBERTO, LARA	024	PROF/CONSULT./OPER E	\$75.00
232266	04/05/13	13	NATL FOOD GROUP	031	PURCHASES FOOD	\$7,415.00
232267	04/05/13	03	TOMARK SPORTS	025	REPAIRS BY VENDORS	\$13,191.06
232268	04/05/13	03	MADE TO ORDER STAMP	013	NON CAPITALIZED EQUI	\$997.92
232269	04/05/13	03	U S A SHADE & FABRIC	025	OTHER SERV. & OPER.EX	\$3,796.24
232270	04/05/13	03	B&H PHOTO-VIDEO-PRO	013	MATERIALS AND SUPPLI	\$227.49
232271	04/05/13	06	ORIENTAL TRADING COM	040	MATERIALS AND SUPPLI	\$214.84
232272	04/05/13	25-18	LIGHTSPEED SYSTEMS,	035	TECHNOLOGY EQUIPMENT	\$6,000.00
232273	04/05/13	06	PROCURETECH	030	MATERIALS AND SUPPLI	\$236.52
232274	04/05/13	03	UNION TRIBUNE PUBLIS	036	ADVERTISING	\$187.04
232275	04/09/13	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$34.55
232276	04/09/13	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$39.78
232277	04/09/13	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$11.75
232278	04/09/13	06	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$21.41
232279	04/10/13	03	PROCURETECH	004	MATERIALS AND SUPPLI	\$220.14
232280	04/10/13	06	BLICK, DICK (DICK BL	040	MATERIALS AND SUPPLI	\$392.20
232281	04/10/13	06	EDMENTUM	024	COMPUTER LICENSING	\$525.00
232282	04/10/13	03	SANTOMIERI SYSTEMS	024	PROF/CONSULT./OPER E	\$2,500.00
232283	04/10/13	03	BLICK, DICK (DICK BL	012	MATERIALS AND SUPPLI	\$27.09
232284	04/10/13	03	VILLA, SAMANTHA	024	PROF/CONSULT./OPER E	\$112.50
232285	04/10/13	03	C C S PRESENTATION S	004	MATERIALS AND SUPPLI	\$154.44
232286	04/10/13	03	APEX LAMPS	004	MATERIALS AND SUPPLI	\$154.44
232287	04/11/13	03	FLINN SCIENTIFIC INC	014	MATERIALS AND SUPPLI	\$87.34
232288	04/11/13	03	SAFARI MONTAGE	035	NON-CAPITALIZED TECH	\$2,947.13
232289	04/11/13	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$193.32
232290	04/11/13	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$1,267.60
232291	04/11/13	06	SAN DIEGO COUNTY OFF	030	FEES - ADMISSIONS, T	\$800.00
232292	04/11/13	03	RASIX COMPUTER CENTE	003	MATERIALS AND SUPPLI	\$169.45
232293	04/11/13	06	ROYAL BUSINESS GROUP	030	MATERIALS AND SUPPLI	\$38.88
232294	04/11/13	03	ROYAL BUSINESS GROUP	025	MATERIALS AND SUPPLI	\$58.32
232295	04/11/13	03	ROYAL BUSINESS GROUP	005	MATERIALS AND SUPPLI	\$9.72
232296	04/11/13	03	AMAZON.COM	014	MATERIALS AND SUPPLI	\$106.44
232297	04/11/13	03	RASIX COMPUTER CENTE	010	MATERIALS AND SUPPLI	\$272.16
232298	04/11/13	03	AMAZON.COM	008	MATERIALS AND SUPPLI	\$28.24
232299	04/11/13	03	MISSION FEDERAL CRED	013	MATERIALS AND SUPPLI	\$86.27
232300	04/11/13	06	SAN DIEGO CENTER FOR	030	OTHER CONTR-N.P.S.	\$1,088.50

PO/BOARD/REPORT

SAN DIEGUITO UNION HIGH
FROM 03/26/13 THRU 04/22/13ITEM 15F₃

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
232302	04/11/13	03	COSTCO CARLSBAD	003	MATERIALS AND SUPPLI	\$557.52
232303	04/11/13	06	MISSION FEDERAL CRED	040	MATERIALS AND SUPPLI	\$27.70
232304	04/12/13	03	WARD'S NATURAL SCIEN	014	MATERIALS AND SUPPLI	\$324.11
232305	04/12/13	06	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$46,901.20
232306	04/12/13	06	FUNDRAISING FOR A CA	040	MATERIALS AND SUPPLI	\$438.41
232307	04/12/13	06	MISSION FEDERAL CRED	040	MATERIALS AND SUPPLI	\$145.57
232308	04/12/13	03	BATTERYEDGE.COM	035	MATERIALS AND SUPPLI	\$318.60
232309	04/12/13	03	WARD'S NATURAL SCIEN	003	MATERIALS AND SUPPLI	\$146.53
232310	04/12/13	06	MISSION FEDERAL CRED	040	MATERIALS AND SUPPLI	\$84.69
232311	04/15/13	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$112.49
232312	04/15/13	03	GLOBAL TRADEQUEST IN	003	MATERIALS AND SUPPLI	\$280.77
232313	04/15/13	06	DEVEREUX TEXAS TREAT	030	SUB/ROOM & BOARD	\$105,702.54
232314	04/15/13	06	SIERRA ACADEMY OF SA	030	OTHER CONTR-N.P.S.	\$8,788.27
232315	04/15/13	06	ENCINITAS LEARNING C	030	OTHER CONTR-N.P.A.	\$1,200.00
232316	04/15/13	06	ENCINITAS LEARNING C	030	OTHER CONTR-N.P.A.	\$18,700.00
232317	04/16/13	03	STAPLES ADVANTAGE	008	MATERIALS AND SUPPLI	\$39.69
232318	04/16/13	06	OWEN'S ORIGINALS INC	040	MATERIALS AND SUPPLI	\$199.95
232319	04/16/13	03	TEACHER'S DISCOVERY	004	MATERIALS AND SUPPLI	\$81.86
232321	04/16/13	03	STAPLES ADVANTAGE	004	MATERIALS AND SUPPLI	\$147.64
232322	04/16/13	03	HARLAND TECHNOLOGY S	010	REPAIRS BY VENDORS	\$541.00
232323	04/16/13	06	NEWMIND GROUP INC	013	MATERIALS AND SUPPLI	\$1,506.60
232324	04/16/13	03	FLIPPED LEARNING NET	024	CONFERENCE, WORKSHOP,	\$255.00
232327	04/17/13	06	MISSION FEDERAL CRED	040	MATERIALS AND SUPPLI	\$428.68
232328	04/17/13	03	FERANDELL TENNIS COU	025	OTHER SERV. & OPER.EX	\$180.00
232329	04/17/13	03	A 1 GOLF CARS	014	REPAIRS BY VENDORS	\$308.76
232330	04/17/13	03	DOOR SERVICE & REPAI	025	REPAIRS BY VENDORS	\$3,413.00
232331	04/18/13	03	SOUTHWEST SCHOOL/OFF	003	MATERIALS AND SUPPLI	\$5.16
232332	04/18/13	03	OFFICE DEPOT	003	MATERIALS AND SUPPLI	\$73.87
232333	04/18/13	03	STAPLES ADVANTAGE	003	MATERIALS AND SUPPLI	\$195.29
232334	04/18/13	03	ALLIE'S PARTY EQUIPM	014	RENTS & LEASES	\$5,979.94
232335	04/18/13	06	INDUSTRIAL ELECTRIC	033	REPAIRS BY VENDORS	\$49.00
232337	04/18/13	03	LOGICAL CHOICE TECHN	035	NON-CAPITALIZED TECH	\$1,574.85
232338	04/18/13	03	AREY JONES EDUCATION	035	NON-CAPITALIZED TECH	\$1,720.92
232339	04/18/13	06	CRISIS PREVENTION IN	030	DUES AND MEMBERSHIPS	\$150.00
232340	04/18/13	03	SOUTHWEST SCHOOL/OFF	012	MATERIALS AND SUPPLI	\$132.19
232341	04/19/13	03	OFFICE DEPOT	036	OFFICE SUPPLIES	\$53.95
232342	04/19/13	03	OFFICE DEPOT	013	MATERIALS AND SUPPLI	\$454.51
232343	04/19/13	03	VALLEY INDUSTRIAL SP	025	NON CAPITALIZED EQUI	\$2,639.04
232344	04/19/13	06	MISSION FEDERAL CRED	014	MATERIALS AND SUPPLI	\$539.99
232345	04/19/13	06	ROYAL BUSINESS GROUP	024	OFFICE SUPPLIES	\$19.44
232346	04/19/13	06	B&H PHOTO-VIDEO-PRO	005	MATERIALS AND SUPPLI	\$828.97
232347	04/22/13	06	SCHOLASTIC INC	030	BOOKS OTHER THAN TEX	\$112.07
232348	04/22/13	03	MONOPRICE, INC	003	MATERIALS AND SUPPLI	\$21.47
232349	04/22/13	03	APEX MUSIC CO. INC.	012	NON CAPITALIZED EQUI	\$727.92
232350	04/22/13	03	AMAZON.COM	012	MATERIALS AND SUPPLI	\$56.83
232351	04/22/13	03	BECKER INSTITUTE	003	PROF/CONSULT./OPER E	\$400.00
232352	04/22/13	03	STAPLES ADVANTAGE	003	AERIES SUPPLIES	\$446.23
232353	04/22/13	06	CURRICULUM ASSOCIATE	030	MATERIALS AND SUPPLI	\$1,244.40
232354	04/22/13	03	RASIX COMPUTER CENTE	035	MATERIALS AND SUPPLI	\$109.24
232355	04/22/13	03	SEHI-PROCOMP COMPUTE	035	MATERIALS AND SUPPLI	\$187.92
232356	04/22/13	03	SEHI-PROCOMP COMPUTE	035	MATERIALS AND SUPPLI	\$109.58
232357	04/22/13	03	APPLE COMPUTER INC	035	MATERIALS AND SUPPLI	\$867.84
232358	04/22/13	03	ONE STOP TONER AND I	003	MATERIALS AND SUPPLI	\$550.76
232359	04/22/13	03	FISHER SCIENTIFIC EM	012	MATERIALS AND SUPPLI	\$183.82
232360	04/22/13	03	MISSION FEDERAL CRED	035	NON-CAPITALIZED TECH	\$1,837.49

PO/BOARD/REPORT

ITEM 15F₄

SAN DIEGUITO UNION HIGH
FROM 03/26/13 THRU 04/22/13

PO NBR	DATE	FUND	VENDOR	LOC	DESCRIPTION	AMOUNT
232365	04/22/13	03	MISSION FEDERAL CRED	035	MATERIALS AND SUPPLI	\$192.57
730032	04/15/13	06	WETMORE'S	028	NON CAPITALIZED EQUI	\$848.23
730033	04/15/13	06	VALENCIA'S	028	REPAIRS-VEHICLES	\$125.00
830057	03/27/13	06	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$400.00
830058	03/27/13	03	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$20.00
830059	03/27/13	03	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$20.00
830061	04/02/13	03	COLLEGE BOARD - WRO	022	CONFERENCE, WORKSHOP,	\$740.00
830062	04/02/13	03	CSUSM - EXTENDED STU	022	CONFERENCE, WORKSHOP,	\$325.00
830063	04/02/13	03	SAN DIEGO CO SCHOOL	022	FEES - ADMISSIONS, T	\$260.00
830064	04/10/13	06	WORKABILITY REGION 5	022	CONFERENCE, WORKSHOP,	\$170.00
830066	04/10/13	03	CUE CONFERENCE REGIS	022	CONFERENCE, WORKSHOP,	\$398.00
830067	04/11/13	03	SCHOOL SERVICES OF C	022	CONFERENCE, WORKSHOP,	\$175.00
830068	04/15/13	03	PHOENIX DESERT AP* S	022	CONFERENCE, WORKSHOP,	\$650.00
830069	04/18/13	03	SAN DIEGO COUNTY OFF	022	CONFERENCE, WORKSHOP,	\$30.00
REPORT TOTAL						\$1,170,326.56

Individual Membership Listings
For the Period of March 26, 2013 through April 22, 2013

<u>Staff Member Name</u>	<u>Organization Name</u>	<u>Amount</u>
Tjitske Zitman	Crisis Prevention Institute	\$150.00

San Diego County Office of Education

PETITION FOR ISSUANCE OF NEW WARRANT IN LIEU OF VOID WARRANT
(Government Code Section 29802, Warrants
Becoming Void After September 20, 1963)

1. TO THE BOARD OF EDUCATION OF THE San Dieguito Union High School District: I, the undersigned, declare that I am the payee of original warrant number 10-136287 dated 7/31/2012, in the amount of Eighty-Nine And 63/100 dollars (\$ 89.63) attached hereto and presented to your Board pursuant to Section 29802 of the Government Code. I hereby request that you adopt an order instructing the County Auditor to draw a new warrant in favor of me for the same amount as the original warrant.

Executed at _____ on April 2 2013.

I certify under penalty of perjury that the foregoing is true and correct.

KEVIN A PRATT
Name of Payee

Kevin Pratt
Signature of Payee

17361 Francisco Dr., San Diego, CA 92128
Address of Payee

2. ORDER OF THE BOARD OF San Dieguito Union High TO DRAW WARRANT:

It is ORDERED by the Board of Education of the San Dieguito Union High School District that the County Auditor of the County of San Diego draw a new warrant in favor of the same payee and in the same amount of the above described warrant.

Superintendent
~~XXXX~~ of the Board

Date _____ 20____ By _____ Deputy

3. DISTRICT'S REISSUE OF PAYROLL WARRANT:

On _____ 20____, the district issued commercial warrant number _____ to KEVIN A PRATT, payee, for Eighty-Nine And 63/100 dollars to replace void warrant number 10-136287 described above.

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 23, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Christina M. Bennett, Dir. of Purchasing/Risk Mgt
John Addleman, Director of Planning Services
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: APPROVAL/RATIFICATION OF PROFESSIONAL SERVICES CONTRACTS / PROPOSITION AA

EXECUTIVE SUMMARY

The attached Professional Services Report/Proposition AA summarizes ten contracts.

Of note, five agreements pertain to TRACE 3 Inc. for parts, materials and equipment integral to the VOIP (voice over Internet Protocol) upgrade at La Costa Canyon High School. In order to stay on schedule to restore communications to La Costa Canyon High School for the 2013-2014 school year, the District must order parts, materials and equipment that must first be installed at the server room, requiring VOIP upgrade at the District Office and at Sunset High School. The portion related to the VOIP upgrade at the District Office is noted and will be funded by other capital facility funds outside of Proposition AA. There is an extensive lead time due to the unique nature of these parts, materials and equipment for the VOIP upgrade.

The parts, materials and equipment will be procured pursuant to District Board Policies 3310 and 3311, Purchasing Procedures and Bids, respectively, and to ensure these policies are being followed, the Board has adopted a Resolution on February 19, 2009 authorizing contracting pursuant to cooperative bid and award documents from Western States Contracting Alliance (WSCA) Computer Equipment, Software, Peripherals & Related Services Contract, State of Minnesota for the purchase of computer equipment, software, peripherals, & related services. The WSCA documents call for TRACE 3 Inc. to provide a standard discount of 38% off list price. Per WSCA rules, local agencies are allowed to negotiate a better price, and therefore staff negotiated a discount extending the discount to 40% and a credit of \$20,000 in training for district network and telecom staff.

ITEM 15G

Western States Contracting Alliance (WSCA) is a national purchasing cooperative, comprised of western region states, of which California is a participant, established to achieve cost-effective, efficient, and legal acquisition of quality products and services. These contracting initiatives are administered by a western region state and follow a review process managed by the state directors from the western region.

Of note, two agreements pertain to architectural services. Westberg & White, Inc. is one of the four architectural firms awarded a contract for master planning and preconstruction services by the Board at their March 17, 2011 board meeting. At that time, District staff presented the results and recommendations from an architectural request for qualifications (RFQ) with this goal in mind. Westberg & White, Inc. were one of the twenty-five (25) firms responding to that request. The services performed by Westberg & White, Inc. were outstanding and therefore it is staff's recommendation that the firm continues to provide architectural services to the District. Westberg & White will provide services for Diegueno Middle School and Oak Crest Middle School. The architectural services to be provided by the agreements are subject to the ongoing positive performance of the firms, a notice to proceed for each phase, and subject to the availability of funding.

RECOMMENDATION:

It is recommended that the Board approve and/or ratify the professional services contracts, and authorize Christina M. Bennett, Eric R. Dill, or Ken Noah to execute the agreements, as noted in the attached supplement.

FUNDING SOURCE:

Building Fund-Prop 39 Fund 21-39, Other Building Fund 21-09, Capital Facilities Fund 25-18

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**PROPOSITION AA - PROFESSIONAL SERVICES REPORT**
FACILITIES PLANNING & CONSTRUCTION**Board Meeting Date: 05-02-13**

<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>
05/03/13 – 08/03/13	Trace3, Inc.	Provide IT equipment to upgrade the District network at the District Office	Building Fund– Prop 39 Fund 21-39	\$252,700.78 Plus shipping
05/03/13 – 08/03/13	Trace3, Inc.	Provide the Phones for the VOIP upgrade at the District Office	Other Building Fund 21-09, and Capital Facilities Fund 25-18	\$23,576.18 Plus shipping
05/03/13 – 08/03/13	Trace3, Inc.	Provide equipment necessary to upgrade our current analog phone system to Voice Over IP (VOIP) at the District Office, La Costa Canyon High School and Sunset High School	Building Fund– Prop 39 Fund 21-39	\$277,719.19 Plus shipping
05/03/13 – 08/03/13	Trace3, Inc.	Provide equipment necessary to upgrade the network with various Cisco gear at Sunset High School	Building Fund– Prop 39 Fund 21-39	\$88,883.60 Plus shipping
05/03/13 – 08/03/13	Trace3, Inc.	Provide necessary equipment upgrade to their network (LAN) to increase capacity of the network at La Costa Canyon High School	Building Fund– Prop 39 Fund 21-39	\$379,828.44 Plus shipping
05/03/13 – 08/03/13	Rancho Santa Fe Security Systems, Inc.	Provide network panels with 4G Cellular back-up to Fire/Life/Safety system at La Costa Canyon High School	Building Fund– Prop 39 Fund 21-39	\$20,340.00
05/03/13- 11/03/13	GEOCON Inc.,	Provide geotechnical investigation services for an upcoming stadium project that will encompass restroom, concession, bleachers, scoreboard and field surfaces at San Dieguito Academy	Building Fund– Prop 39 Fund 21-39	\$18,750.00
05/03/13- through completion of two phases	Westberg & White, Inc.	Provide architectural and engineering services at Diegueno Middle School	Building Fund– Prop 39 Fund 21-39	\$1,670,798.00

ITEM 15G

05/03/13- through completion of two phases	Westberg & White, Inc.	Provide architectural and engineering services at Oak Crest Middle School	Building Fund– Prop 39 Fund 21-39	\$1,140,425.00
05/03/13- until final inspection and certification of completion of project	D.A. Hogan & Associates, Inc.	Provide professional consulting services for the Oak Crest Middle School lower field improvement project	Building Fund– Prop 39 Fund 21-39	\$33,000.00 plus an allowance of up to \$5,700.00 for reimbursable expenses

San Dieguito Union High School District ITEM 16

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 5, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Becky Banning,
Executive Assistant to the Superintendent

SUBMITTED BY: Torrie Norton
Associate Superintendent, Human Resources

SUBJECT: RESOLUTION DECLARING MAY 6-10,
2013, "TEACHER APPRECIATION
WEEK", AND MAY 7, 2013, "DAY OF
THE TEACHER"

EXECUTIVE SUMMARY

On behalf of the more than 550 certificated employees in the San Dieguito Union High School District, this is an opportunity to join other school boards nationwide to honor the important services of the districts' certificated employees by adopting a resolution declaring May 6-10, 2013, "Teacher Appreciation Week", and May 7, 2013, "Day of the Teacher". A resolution is attached for adoption by the Board of Trustees.

RECOMMENDATION:

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

FUNDING SOURCE:

N/A

bb
Attachment

*San Dieguito Union High School District
Resolution
Teacher Appreciation Week, 2013*

Resolution

*Designating May 6 – 10, 2013 as Teacher Appreciation Week
And May 7, 2013, as Day of the Teacher*

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees joins with the California Parent Teacher Association in declaring May 6 – 10, 2013, "Teacher Appreciation Week", and May 7, 2013, "Day of the Teacher."

PASSED AND ADOPTED this 2nd day of May, 2013, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

Barbara Groth, President

Amy Herman, Vice-President

Beth Hergesheimer, Clerk

Joyce Dalessandro, Trustee

John Salazar, Trustee

San Dieguito Union High School District ITEM 17

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 5, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Frederick Labib-Wood
Director, Classified Personnel

SUBMITTED BY: Torrie Norton
Associate Superintendent, Human Resources

SUBJECT: RESOLUTION DECLARING MAY 19 – 25,
2013, CLASSIFIED SCHOOL EMPLOYEE
WEEK

EXECUTIVE SUMMARY

The California State Legislature adopted the third full week in May of each year as Classified School Employee Week by passage of SB 1552 (Campbell) in 1986.

Classified employees include administrative, clerical, custodial, nutrition service, instructional, grounds, maintenance, secretarial, technical, transportation, warehouse and many other workers in our District.

On behalf of the more than 400 classified employees in the San Dieguito Union High School District, this is an opportunity to join the State Legislature and other school boards to honor the important services the District receives from its Classified Service by adopting a resolution declaring the week of May 19-25, 2013, *Classified School Employee Week*. A resolution is attached for your adoption.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution.

Attachment
/bb

*San Dieguito Union High School District
Resolution
Classified School Employee Week, 2013*

Resolution

*Designating May 19 – 25, 2013 as
Classified School Employee Week*

WHEREAS, classified employees serve the people of the community through their work in the San Dieguito Union High School District; and

WHEREAS, classified employees continually assist the San Dieguito Union High School District in its commitment to provide quality educational programs and services to the children, youth and adults in the District; and

WHEREAS, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and

WHEREAS, classified employees provide knowledge, skills, and expertise that are relied upon by staff throughout the organization:

NOW, THEREFORE, BE IT RESOLVED that the San Dieguito Union High School District Board of Trustees expresses its gratitude and commends all classified employees for their service to the San Dieguito Union High School District and joins the California State Legislature in designating the week of May 19 – 25, 2013, as “Classified School Employee Week.”

PASSED AND ADOPTED this 2nd day of May, 2013, at the regular meeting of the Board of Trustees of the San Dieguito Union High School District.

Barbara Groth, President

Amy Herman, Vice-President

Beth Hergesheimer, Clerk

Joyce Dalessandro, Trustee

John Salazar, Trustee

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 25, 2013

BOARD MEETING DATE: May 2, 2013

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

SUBMITTED BY: Ken Noah
Superintendent

SUBJECT: APPROVAL OF BOARD POLICY REVISIONS (4), BP
& AR #0450 "COMPREHENSIVE SAFETY PLAN",
AR #1340 "ACCESS TO DISTRICT RECORDS, BP
#1250 "VISITORS/OUTSIDERS"

EXECUTIVE SUMMARY

Four Board policies were presented for revision, as proposed on the attached chart, at the April 4, 2013 Board Meeting. These policies are now being submitted for Board approval.

RECOMMENDATION:

It is recommended that the Board approve the Proposed Board Policy Revisions (4), as shown in the attached supplements.

FUNDING SOURCE:

Not applicable.

Board Policy Changes
May, 2013

Board Policy #	Reason for the Change
BP 0450 / AR 0450	Policy last revised in 2003 and is being updated to reflect changes in language and codes.
AR 1340	Policy last revised in 2003 and is being updated to reflect changes in language and codes.
BP 1250	Policy needs updating to reflect new language regarding registered sex offenders who are parents/guardians of district students.

PHILOSOPHY / GOALS / OBJECTIVES AND COMPREHENSIVE PLANS

0450

COMPREHENSIVE SAFETY PLAN

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

Each principal or designee shall ensure the development of a site-level plan, in accordance with law, tailored to the specific concerns of each school. The **school safety** plan shall take into account the school's **staff** staffing, available resources, and building design, as well as other factors unique to the site. **New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)**

The school safety plan shall be reviewed and updated annually by March 1 of each year. Each school shall forward **theits comprehensive** safety plan to the district for approval. **(Education Code 32288)**

The Board shall approve the comprehensive district-wide and/or school safety plans in order to ensure compliance with state law, Board policy, and administrative regulation.

By October 15 of each year, the **superintendent** Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code **35294.1:32281. (Education Code 32288)**

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281.

Public Access to Safety Plan(s)

The principal or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. **(Education Code 32282)**

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

PHILOSOPHY / GOALS / OBJECTIVES AND COMPREHENSIVE PLANS

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Legal Reference:

EDUCATION CODE

- ~~200--262.4~~ Prohibition of ~~Sex Discrimination~~discrimination
- ~~32260--32262-~~ Interagency School Safety Demonstration Act of 1985
- ~~35147--32270~~ School ~~Site Councils~~safety cadre
- ~~32280-32289~~ School safety plans
- ~~32290~~ Safety devices
- ~~35147~~ School site councils and ~~Advisory Committees~~advisory committees
- ~~35183--~~ School ~~Dress Code: Uniforms~~dress code; uniforms
- ~~35291--~~ Rules
- ~~35291.5-----~~ School ~~Adopted Discipline Rules~~adopted discipline rules
- ~~35294--35294.9-----~~ School Safety Plans

- ~~35294.10--35294.15--~~ School Safety and Violence Prevention Act
- ~~41510-41514~~ School Safety Consolidated Competitive Grant Program
- ~~48900--48926--48927~~ Suspension and ~~Expulsion~~expulsion
- ~~48950--~~ Speech and ~~Other Communication~~other communication
- ~~49079~~ Notification to teacher; student act constituting grounds for suspension or expulsion
- ~~67381~~ Violent crime

PENAL CODE

- ~~628--628.6-----~~ Reporting of School Crime

~~422.55~~ Definition of hate crime

~~626.8~~ Disruptions

~~11164--11174.3-----~~ Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

MANAGEMENT RESOURCES

CODE OF REGULATIONS, TITLE 5

~~11987-11987.7~~ School Community Violence Prevention Program requirements

~~11992-11993~~ Definition, persistently dangerous schools

UNITED STATES CODE, TITLE 20

~~7101-7165~~ Safe and Drug Free Schools and Communities

~~7912~~ Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 42

~~12101-12213~~ Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

~~Protecting Our~~Safe Schools: ~~Governing Board~~Strategies for Governing Boards to ~~Combat~~Ensure

PHILOSOPHY / GOALS / OBJECTIVES AND COMPREHENSIVE PLANS

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Student Success, Third Edition, October 2011

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

Providing a Safe, Nondiscriminatory School ~~Violence, 1995, revised 1999~~ Environment for All Students, Policy Brief, April 2010

~~CDE~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, ~~1995~~2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

Early Warning, Timely Response: A Guide to Safe Schools, August 1998

U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2002

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

California Emergency Management Agency: <http://www.calema.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

Centers for Disease Control and ~~Violence~~Prevention-Office: <http://www.cdc.gov/ViolencePrevention>
~~http://www.cde.ca.g/spbranch/safety/safetyhome~~

Federal Bureau of Investigation: <http://www.fbi.gov>

National Alliance for Safe Schools: <http://www.safeschools.org>
~~http://www.safeschools.org~~

~~School/Law Enforcement Partnership~~

~~http://www.cde.ca.gov/spbranch/safety/slep/partnership.asp~~

National Center for Crisis Management: <http://www.schoolcrisisresponse.com>

National School Safety Center: <http://www.schoolsafety.us>

~~http://www.nsscl.org~~U.S. Department of Education: <http://www.ed.gov>

U.S. Secret Service, National Threat Assessment Center: http://www.secretservice.gov/ntac_ssi.shtml

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COMPREHENSIVE SAFETY PLAN

DEVELOPMENT AND REVIEW OF SCHOOL SITE SAFETY PLAN

The school site council shall write and develop a comprehensive safety plan relevant to the needs and resources of that particular school. The site council shall consult with local law enforcement in the writing and development of the plan, as well as other school site councils and safety committees, when practical.

In addition, the school site council may consult with other local agencies as appropriate, including health care and emergency services.

The school site council may delegate the responsibility for writing and developing a school safety plan to a school safety planning committee. This committee shall be composed of the following members: (Education Code 35294.1)

1. The principal or designee
2. One teacher who is a representative of the SDFA
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the CSEA
5. Other members, if desired

Before adopting its comprehensive school safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the school safety plan.

The school site council or safety planning committee shall evaluate, and amend as necessary, the safety plan at least once a year to ensure that the plan is properly implemented.

ELEMENTS OF THE SAFETY PLAN

The district wide and/or school site safety plan shall include, but not be limited to:

1. An assessment of the current status of school crime committed on campuses and at school-related functions
2. Appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, which shall include the development of all of the following:
 - a. Child abuse reporting procedures consistent with Penal Code 11164
 - b. Routine and emergency disaster procedures
 - c. Policies pursuant to Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion or mandatory expulsion recommendations
 - d. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
 - e. A discrimination and harassment policy consistent with the prohibition against

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- discrimination pursuant to Education Code 200-262.4
- f. If the school has adopted a dress code prohibiting students from wearing gang-related apparel," the provisions of that dress code and the definition of "gang-related apparel"
 - g. Procedures for safe ingress and egress of students, parents/guardians and employees to and from school
 - h. A safe and orderly environment conducive to learning at the school
 - i. The rules and procedures on school discipline adopted pursuant to Education Codes 35291 and 35291.5
 - j. Procedures for reporting school crimes, including hate crimes, on the California Safe Schools Assessment

Among the strategies for providing a safe environment, the plan may also include:

- 1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management and conflict resolution.
- 2. Disciplinary policies and procedures that contain prevention strategies, **such as strategies to prevent bullying, hazing, and cyberbullying**, as well as behavioral expectations and consequences for violations.
- 3. Curriculum that emphasizes prevention and alternatives to violence. This curriculum may include multicultural education, character/values education, media analysis skills, conflict resolution and community service learning.
- 4. Parent involvement strategies, including strategies to help ensure parental support and reinforcement of the school's rules and increase the number of adults on campus.
- 5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students.
- 6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction.
- 7. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing of campuses to outsiders, securing the campus perimeter, and protecting buildings against vandalism. In addition, methods for effective enforcement and prevention may be considered, including the presence of law enforcement on campus.
- 8. Crisis intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
 - a.b. Threat assessment strategies to determine the credibility and seriousness of a threat and**

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- provide appropriate interventions for the potential offender(s)
- b.c. Assignment of staff members responsible for each identified task and procedure
 - e.d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for student and staff to practice the evacuation plan
 - d.e. Coordination of communication to schools, Governing Board members, parents/guardians and the media
 - e.f. Development of a method for the reporting of violent incidents
 - f.g. Development of follow-up procedures that may be required after the crisis has occurred, such as counseling
9. Staff training in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan.

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VISITORS / OUTSIDERS

The Board of Trustees encourages parents/guardians and interested members of the community to visit the schools, view the educational program, and offer constructive comments to the Board.

Besides inviting parents/guardians and the community to open house activities and other special events, the Superintendent or designee shall develop procedures, which facilitate visits during regular school days when all visitors must first register at the school office.

The principal or designee may refuse to register any visitor whose acts or presence he/she judges would disrupt normal school operations, threaten the health and safety of students or staff, or cause property damage.

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

To ensure minimum interruption of the regular classroom program, school visits should be first arranged with the teacher and principal or designee. If a conference is desired, an appointment should be set with the teacher for a time before school, after school, or during the teacher's preparation period.

For the purposes of school safety and security, the principal or designee may design a visible means of identification for visitors while on school premises.

The Board recognizes that under California law, any person whose conduct materially disrupts class work or extracurricular activities or cause a disturbance on school grounds may be guilty of a misdemeanor and subject to a fine, imprisonment, or both. When such conduct occurs, the Superintendent may take action leading to the imposition of these penalties.

Possession of unauthorized dangerous instruments, weapons or devices is prohibited on school premises, on any public right-of-way immediately adjacent to school property, or any other place where a teacher and student(s) are required to be in connection with assigned school activities. No electronic listening or recording device may be used in a classroom without the teacher and principals permission.

LEGAL REFERENCE

CALIFORNIA EDUCATION CODE

32210 Willful disturbance of public school or meeting: Misdemeanor

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32211 Threatened disruption or interference with classes: misdemeanor

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- 35292 Visits to schools (board members)
- 44810 Willful interference with classroom conduct
- 44811 Disruption of class work or extracurricular activities
- 49334 Injurious objects - notice to law enforcement agency
- 5151.2 Electronic devices

PENAL CODE

- 243.5 Assault and battery on school grounds
- 290 **Sex offenders**
- 415.5 Disturbance of peace of school
- 626.4 Notice of withdrawal or consent; report; action on report; reinstatement of consent; hearing; unlawful entry upon campus or facility; punishment
- 626.6 Committing act, or entry upon campus or facility to commit act, likely to interfere with peaceful activities
- 626.8 Disruptive presence at schools
- 626.9-626.10 Bringing or possessing firearms or weapons on school grounds
- 627-627.3 Access to school premises
- 627.4 Refusal or revocation of registration
- 627.5 Hearing request following denial or revocation of registration
- 627.6 Posted signs
- 653 Loitering about school or public places

ACCESS TO DISTRICT RECORDS

RECORDS OPEN TO THE PUBLIC

Public records include any writing containing information relating to the conduct of the district's business prepared, owned or retained by the district regardless of physical form or characteristics.

Writing means any handwriting, typewriting, printing, Photostating, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

A member of the public includes any person, except a member, agent, officer, or employee of the district acting within the scope of his/her office or employment. Governing Board members are entitled access to public records permitted by law in the administration of their duties, and, as to other public records, on the same basis as any other person.

Records to which the public shall have access include but are not limited to:

1. The proposed and approved budgets
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings
6. Meeting agendas
7. Official communications between governmental branches
8. School-based program plans
9. Information and data relevant to the evaluation and modification of school improvement plans
10. Initial proposals of exclusive employee representatives and of the district
11. Tort claims filed against the district and records pertaining to pending litigation which predate the filing of the litigation, unless protected by some other provision of law
12. Statements of economic interests required by the Conflict Interest Code
13. Contracts of employment and settlement agreements
- ~~13.~~14. Instructional materials including, but not limited to, textbooks

CONFIDENTIAL RECORDS

Records to which the general public shall not have access include but are not limited to:

1. Preliminary drafts, notes, inter-district or intra-district memoranda which are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure

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2. Records specifically prepared for litigation to which the district is a party or to claims made pursuant to the Tort Claims Act, until the pending litigation or claim has been finally adjudicated or otherwise settled, unless the records are protected by some other provision of law

3. Personnel records, medical records, student records, personal correspondence, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy

The home addresses and home telephone numbers of employees may be disclosed only as follows:

- a. To an agent or a family member of the individual to whom the information pertains
 - b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
 - c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, unless the employee performs law enforcement-related functions or requests in writing that the information not be disclosed
 - d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents
4. Test questions, scoring keys and other examination data except as provided by law
5. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts until all of the property has been acquired or all of the contract agreement obtained
6. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information
7. Library circulation and patron use records of a ~~kept for the purpose of identifying the borrower or patron including, but not limited to, his/her name, address, telephone number, email address, borrowing information, or use of library information resources of items available in the library~~
8. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege
9. Documents prepared by the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that is for distribution or consideration in closed session (Government Code 6254)
10. Recall petitions or petitions for the reorganization of school districts
11. The minutes of Board meetings held in closed session
12. Computer software developed by the district
13. Information security records, the disclosure of which would reveal vulnerabilities to, or increase potential for an attack ~~Written instructional textbooks or other materials for which providing a copy would infringe a copyright or would constitute an unreasonable burden on, the operation of the~~ district's information technology system

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- ~~13-14.~~ Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act
15. Any other records listed as except from public disclosure in the California Public Records Act or other statutes
- ~~14-16.~~ Records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record

With reasonable advance notice, public records will be opened to inspection during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

Within 10 days of receiving any request for a copy of records, the Superintendent or designee shall determine whether to comply with the request and shall immediately inform the person making the request of his/her determination and the reasons for it.

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include, but only to the extent reasonably necessary to properly process the request:

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the district having substantial subject matter interest therein
4. The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data

Any person may request a copy of any district record open to the public and not exempt from disclosure. Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so.

The Superintendent or designee shall charge ~~an amount for copies that reflects no less than 10 cents per printed page/side to cover~~ the direct costs of duplication. ~~Written r~~Requests to waive the fee shall be submitted to the ~~Superintendent or designee~~ Board.

Computer data shall be provided in a form determined by the Superintendent or designee.

If any person requests a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested so long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the

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electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstance: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals
2. The request would require data compilation, extraction, or programming to produce the record

ASSISTANCE IN IDENTIFYING REQUESTED RECORDS

If the superintendent or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist identifying records and information responsive to the request or the purpose of the request, if specified. If after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the superintendent or designee is still unable to identify the information, ~~Item #1 above~~ this requirement shall ~~will~~ be deemed satisfied.
2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Record Act shall not be construed so as to delay access for purposes of inspecting records open to the public. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 19, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Sue Koehnen
Director of Human Resources

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: LAYOFF CLASSIFIED EMPLOYEE/POSITIONS
FOR FISCAL YEAR 2013-2014

EXECUTIVE SUMMARY

The attached layoff resolution is for one secretary position that has been funded by the Torrey Pines Foundation for the past few years. Due to budget restraints, the District was notified on April 16, 2013 that the Foundation will not be able to continue the funding for this position.

The District has informed the California School Employees Association, (CSEA), of this situation and is in the process of negotiating impacts and effects of the resulting layoff.

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

RECOMMENDATION:

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

**BOARD OF TRUSTEES
OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

Resolution Initiating Layoff

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

WHEREAS, a reduction in the number of classified employees or the level of services to be provided thereby is required due to the lack of work and/or lack of funds within the District anticipated for the 2013-2014 school year; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this Board hereby initiates the layoff in assignment of the following position and the corresponding employee effective at the end of the day on the date indicated below:

ITEMS 1 EFFECTIVE July 2, 2013

ITEM 1

01 Secretary as follows:

01 position eliminated 0.380 FTE School Term + 10 Work Year 01 employee

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

PASSED AND ADOPTED by the Board of Trustees of the San Dieguito Union High School District of San Diego County, California on the 2nd day of May, 2013 by the following vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 16, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Daniel Love, Director of Transportation
Eric Dill, Assoc. Superintendent, Business

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: ADOPTION OF RESOLUTION / FACJPA
MEMBERSHIP

EXECUTIVE SUMMARY

The SDCOE has developed a Facilities Joint Powers Authority (FACJPA) for K-12 public school districts and community colleges which focuses on providing expertise, services and support of school facility construction and storm water regulatory compliance. Desirable benefits of membership in the FACJPA are:

1. Reduce finance, planning, design and construction related project costs through economies of scale and other group pricing strategies.
2. Augment existing budgets by reducing administrative costs in areas such as storm water permit compliance, major maintenance and preventive maintenance planning and other school facilities related projects.
3. Provide “economies of political power” to represent FACJPA members at both local and state levels to protect their rights and ability to fund and construct necessary school facilities.

Membership in the FACJPA replaces membership in the expiring JPA that is currently in place helping us maintain our District’s Storm Water Management Plan. There is no cost to join the FACJPA.

RECOMMENDATION:

It is recommended that the Board adopt the attached Resolution Approving and Authorizing Execution of a Joint Exercise of Powers Agreement with Respect to School Facility Planning and Construction Projects to become a member of the San Diego County School Facility Authority JPA.

FUNDING SOURCE:

Not applicable.

A RESOLUTION OF THE GOVERNING BOARD OF THE
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
APPROVING AND AUTHORIZING EXECUTION OF A
JOINT EXERCISE OF POWERS AGREEMENT WITH
RESPECT TO SCHOOL FACILITY PLANNING AND
CONSTRUCTION PROJECTS

RECITALS

WHEREAS, a Joint Exercise of Powers Agreement (the "Agreement"), was initially entered into has been proposed by and between the San Diego County Superintendent of Schools and the Julian Union High School District, the Lemon Grove School District, and the La Mesa/Spring Valley School District for the purpose of forming a joint powers authority ("JPA") to provide the parties thereto with alternative solutions for school facility planning and construction projects; and

WHEREAS, the JPA is intended to provide members with the opportunity to achieve planning and construction savings by pooling the resources of its members and providing efficiencies and economies of scale which would potentially be unavailable if the members undertook planning and construction projects on an individual basis; and

WHEREAS, Section 1.01 of the Agreement provides that any other local education agency or public school district within or community college in the County State of San Diego California may become a member of the JPA and party to the Agreement by executing and delivering a counterpart thereof.

WHEREAS, the San Dieguito Union High School District, a local educational agency, desires to become a party to the Agreement and a member of the JPA.

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BOARD OF THE _SAN DIEGUITO UNION HIGH SCHOOL DISTRICT AS FOLLOWS:

Section 1. Approval of Agreement. The Agreement is hereby approved, and the Superintendent is hereby authorized and directed, for and on behalf of the _San Dieguito Union High School District, to execute a counterpart of such Agreement in the form presented to this meeting.

Section 2. Delivery of Executed Counterpart. The Secretary is hereby directed to cause such executed counterpart to be delivered to the JPA's administrative agent, the San Diego County Office of Education Facilities Solutions Group, in accordance with Section 9.09 of the Agreement.

Section 3. Delegation of Authority. The Board hereby directs and delegates authority to the District and/or his/her designee to represent the District on the JPA's governing board, and to take all additional actions and execute any additional documents as necessary for the District to

participate in the JPA, including but not limited to designating a District representative to the JPA's Executive Committee.

Section 4. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at the regular meeting of the Governing Board of the San Dieguito Union High School District held on the ____ day of _____, 2013, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Barbara Groth, President

ATTEST:

Ken Noah, Secretary

**K-12 PUBLIC SCHOOL DISTRICTS
AND
COMMUNITY COLLEGES
FACILITY AUTHORITY**

JOINT EXERCISE OF POWERS AGREEMENT

BY AND AMONG

SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS

AND

K-12 PUBLIC SCHOOL DISTRICTS AND
COMMUNITY COLLEGES

Effective as of November 16, 2010



JOINT EXERCISE OF POWERS AGREEMENT

K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY AUTHORITY (FACJPA)

This Joint Powers Agreement ("Agreement") is entered into by and among the **San Diego County Superintendent of Schools** ("SDCSS") and one or more of those public school districts and community colleges in the State of California, (Participating Public School Districts or Community Colleges").

WITNESSETH:

WHEREAS, SDCSS and the participating public schools, all acting by and through their governing boards, for the purpose of establishing a vehicle to allow SDCSS and the participating public schools to establish a joint powers authority for the purpose of developing facility planning, construction and maintenance strategies, services and projects which may reduce the time to delivery and the overall cost of capital improvements, modernization, code and permit compliance, support and maintenance for school district facilities, providing access to skilled and knowledgeable facility professionals skilled in traditional and alternative delivery methods, providing access to proven non-traditional project funding strategies and/or providing significant public benefits; and

WHEREAS, SDCSS and the participating public schools are each empowered by California law to establish the Authority and participate in the programs and activities undertaken by the Authority;

WHEREAS, the signatories hereto have determined that there is a need and a desire by Participating Public School Districts or Community Colleges to provide for cooperative facility services, which may include, but are not limited to, planning, programming, construction, modernization, code and permit compliance, support, operations and maintenance, and

NOW, THEREFORE, in consideration of the above facts and of the mutual promises herein contained, the SDCSS and Participating Public School Districts or Community Colleges do hereby agree to form and operate the Authority in conformance with the authority provided by Government Code Section 6500 et seq, and as set forth herein:

ARTICLE I

PURPOSE OF AGREEMENT

Section 1.01. Agreement Purpose. The purpose of this Agreement is to develop, operate and maintain a Facility Cooperative joint powers authority



SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA

servicing K-12 public school districts and/or community colleges focusing on San Diego County but available elsewhere in the State of California as appropriate. SDCSS and the participating Public School Districts and/or Community Colleges, all acting by and through their governing boards, create this joint powers authority for the purpose of establishing a vehicle to allow SDCSS and the participating Public School Districts and/or Community Colleges to develop facility planning, construction and maintenance strategies, services and projects which may reduce the time to delivery and the overall cost of capital improvements, modernization, code and permit compliance, support and maintenance for school district facilities, provide access to skilled and knowledgeable facility professionals skilled in traditional and alternative delivery methods, provide access to proven non-traditional project funding strategies and/or provide significant public benefits.

Section 1.02. Facility JPA Description. This Agreement provides for the development, operation and maintenance of a Facility JPA servicing San Diego County and other locations in the State of California as appropriate. The JPA services/projects provided to JPA members may include, but not be limited to:

- a) Project Management Services
- b) Capital Facility Program Management
- c) Professional Services contracting
- d) Construction contracting
- e) DSA certification and Contract closeout
- f) Facility Inspection Tool (FIT) and Emergency Repair Program(ERP) and similar inspections and compliance
- g) Stormwater permit support
- h) Regional Construction Standards
- i) Developer fee support
- j) Long Range Facility Master Planning, including, but not limited to: Educational Specifications, demographics, and facility needs analysis and costing
- k) Major Maintenance and Preventative maintenance planning and execution
- l) Facility funding and financing, including State Facility Program support and other funding and financing options
- m) Planning, design and construction of non-traditional school facilities as permitted by California law, including but not limited to, charter school facilities or other alternatively funded/maintained facilities sponsored by JPA members

All current SDCSS Educational Facility Solutions Group consortium agreements are planned to be handled through the Facility JPA. This will minimize the overhead required to run the District Outreach Consortium, Stormwater



Consortia, and future initiatives such as professional services contracting, construction contracting, construction and DSA close-out, facilities inspection tool (FIT)/emergency repair program (ERP), major maintenance and other project management support from SDCSS, and accounting and documentation support through Colbi, Inc.. Each Participating Public School District or Community College will be able to opt in for all or part of the services provided. Services will provide an economy-of-scale approach with other Districts with similar needs so that each district gets the best value for the facilities support they need.

Section 1.03. Facility JPA Financing. The Authority shall use funds or any other alternative Contribution provided by each of the parties for the design, construction, renovation, furnishing, equipping, acquisition, installation and delivery of the Project (including any specific Project activities as described in Section 1.02) and shall enter into a “Project Agreement” as defined herein, with the appropriate parties necessary to facilitate desired Project activities and to provide for the assignment of those Project obligations to one of the parties, to be specified and mutually agreed to in such Project Agreement. Notwithstanding any other term in this Agreement, the parties shall each remain individually obligated for their respective share of the Mandatory Project Costs, as described and mutually agreed to in an appropriate Project Agreement.

Section 1.04. Facility JPA Funding. The SDCSS and Participating Public School Districts or Community Colleges shall each contribute its share of the Mandatory Project Costs, in proportion to its interest in the Project based in part on each party’s participation in mutually agreed upon Project activities. Each party’s designated share may be revised for specific Project activities pursuant to the terms of a “Project Agreement” as defined in Section 7.01 of this Agreement.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

“AAA” means the American Arbitration Association.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, now or hereafter amended.



“Agency or Administering Agency” shall be the San Diego County Superintendent of Schools (SDCSS).

“Agreement” shall mean this Joint Powers Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

“Auditor” means the Auditor of the Authority appointed pursuant to Section 3.07 hereof.

“Authority” means the K-12 Public Schools and Community Colleges Facility Authority established pursuant to Section 1.01 hereof.

“Board” means the Board of Directors of the Authority referred to in Section 6.01 hereof, which shall be the governing body of the Authority.

“Consultant” means an independent contractor performing duties in an independent capacity and not as an officer, agent or employee.

“Contribution” means money, or alternative item of value including, but not limited to, real or personal property, goods, services, in-kind assets, deposits, bond revenues and special assessments, paid by Members to the Authority in return for some consideration/participation in the Project or Project activities, including but not limited to, service, equity, or support from the Authority, as provided for in this Agreement or as set forth in a Project Amendment.

“Executive Committee” means the committee established by Article IV.

“Facility Joint Powers Authority”, “Facility JPA” or “FACJPA” means this agreement and all future amendments.

“Fiscal Year” means the period from July 1 of each year to and including the following June 30.

“Joint Powers Act” shall mean Article I of Chapter 5 of Division 7 of Title I of the Government Code of the State of California commencing with Section 6500 thereof.

“Joint Powers Authority” or “JPA” means this agreement and all future amendments.

“Mandatory Project Costs” means any and all capital costs to finance, service, insure, design, construct, renovate, furnish, equip, acquire, install, deliver and complete the Project, such that any Project premises have a fair



rental value that equals or exceeds the rental payments required to be made therefore.

“Member” means a public agency which belongs to the K-12 PUBLIC SCHOOLS AND COMMUNITY COLLEGES FACILITY JOINT POWERS AUTHORITY.

“New Member” shall mean any new Participating Public School District or Community College that is not currently participating in this agreement.

“Obligations” as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves which have been established for the purpose of paying Authority debts.

“Operating Funds” mean the fund established by the Authority for the purpose of paying administrative and other costs of management services for the Authority.

“Project” means the joint Facility programs offered under this agreement ranging from “do-it-yourself” assistance for Districts to alternative delivery capital improvement projects for FACJPA members.

“Project Agreement” means a supplemental contract between Member(s) and the Authority to perform and fund work. The specific terms and conditions of the Project Agreement will be incorporated in this FACJPA upon approval of the Board of Directors, as further described in Section 7.01 herein. Project funding by member will be by auditor’s transfer, escrow agreement or other mutually agreed method.

“Project Site” means any Project real property and all buildings, fixtures and improvements, if any, currently situated thereon, that shall be owned, operated, used, and/or occupied by the Authority as necessary to accomplish Project activities as described herein or pursuant to a Project Agreement.

“Pro Rata” for the purposes of calculating annual equity, annual deficits and/or withdrawal and complete termination of a Member from the Authority, means a Member’s individual investment share in the Authority or as determined by specific project agreement.

“Public Capital Improvement” has the meaning given to such term in Section 6585 (g) of the Act, and includes, without limitation, facilities of a school district, or Authority, any other public buildings and any equipment necessary to support such facilities or buildings, as necessary to accomplish Project activities as described herein or pursuant to a Project Amendment.



“Public School District” means a school district, community college district, county board of education, or county superintendent of schools.

“San Diego County Board of Education” means a county board of education duly organized and existing under the laws of the State, and its successors and assigns.

“San Diego County Superintendent of Schools” or “SDCSS” means a county superintendent of schools duly organized and existing under the laws of the State, and its successors and assigns.

“State” means the State of California.

As used herein, words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE III

AGENCY

Section 3.01. The Agency. The San Diego County Superintendent of Schools is hereby designated as the “Agency” for purposes of administering this Agreement on behalf of the Participating Public School Districts and Community Colleges, pursuant to the joint powers provisions of the Government Code of the State of California. As described herein, SDCSS shall, in administering this Agreement, have the power in the name of the Authority, subject to SDCSS’s rules, regulations and procedures as well as the restrictions imposed by law upon the exercise of power of any one of the Participating Public School Districts and Community Colleges and the provisions of this Agreement, to make and enter into contracts, to employ agents and employees, and to incur debts, liabilities, or obligations necessary for the accomplishment of the purpose of this Agreement.

Section 3.02. Agreement & Authority Administration. The Agency shall provide day-to-day administration of the Authority consistent with this Agreement and any subsequent Project Agreement(s) as described herein.

The Agency, while acting in conformity with the directions of the Executive Committee and/or the Board of Directors, shall have authority, subject to budgetary and other limitations set forth herein, to carry out all functions authorized, including, but not limited to, making and entering into contracts, employing agents and employees, acquiring, holding, and disposing of personal & real property, and incurring debts, liabilities or obligations. The Agency may



receive, accept, and utilize the services of personnel offered by any Member and may accept and utilize property, real or personal, from any Member or its agents or representatives, and each Member is authorized to provide such services and property upon such terms as are agreed upon by the Member and the Agency.

The Agency shall implement directions given by the Executive Committee and the Board of Directors where said directions are legal and within budgetary limitations.

Section 3.03. Agency's Term. The Agency may decline to act as Administrator effective at the conclusion of any fiscal year, provided Agency has given at least six months prior notice. Such notice shall be in writing to the Board of Directors.

Section 3.04. Fund Accounting. The Agency shall be accountable for expenditures made from all funds and shall have authority within major objects of the funds to make any intra-budget transfers. All other transfers shall be approved in advance by the Executive Committee and reported to the Board of Directors for ratification.

Section 3.05. Debt Payment. The Agency shall process or cause to be processed payment for all debt in the manner provided in the bylaws, consistent with applicable laws and statutes.

Section 3.05. Personnel. The Agency shall supervise all personnel who are employed by it for purposes of this agreement in accordance with Agency practices and policies.

Section 3.06. Indemnification. The Authority shall defend and hold harmless the Agency from all liability and damages resulting from actions by the Board of Directors, the Executive Committee, or representatives of any participating Members, when acting on behalf of the Authority. In addition, the Agency shall defend and hold harmless the Authority for all liability and damages resulting from actions by the Agency.

Section 3.07. Fiscal Agency. The Agency shall be the Fiscal Agency for the Authority.

Cost for the Agency's services for the FACJPA shall be incorporated in each Project Agreement and include remuneration for all costs of operation of the Authority including, but not limited to, the employment of personnel, contracted services, operational expenses, audit expense, supervision, data processing services, and other related expenses. All Agency costs shall be provided for in the adopted or revised budget.



The Agency shall contract, with mutual agreement of the Executive Committee, with a Certified Public Accountant for an annual audit of the accounts, records, and financial affairs of the Authority and deliver such to the Executive Committee and Board of Directors. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of the Authority and also with the Auditor-Controller of San Diego County. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants in making the audit(s) provided herein, shall be borne by the Authority.

Section 3.08. Property Custodian. The Agency shall be the custodian of all property of the Authority.

Section 3.09 Contracting Authority. The Agency shall have the authority to enter into and contract with professional consulting services as necessary to effectuate Project activities authorized pursuant to this Agreement or a Project Agreement, including, but not limited to architectural services, project management services, etc. The Agency shall not be required to obtain approval of the Executive Committee or the Board of Directors of any expenditure within the approved budget of an Executive Committee and/or Board of Directors approved Project Agreement or for individual expenditures which involve less than \$100,000. The Executive Committee shall have authority to approve Project Agreements and/or any individual expenditure \$100,000 or greater. All expenditures, regardless of their value, shall be ratified by the Board of Directors at their next scheduled meeting.

ARTICLE IV

EXECUTIVE COMMITTEE

Section 4.01. Establishment of the Executive Committee. The Executive Committee shall be elected by a majority vote of the Board of Directors to serve terms of office as may be established by the Board of Directors in its rules or bylaws.

A Member of the Executive Committee may be removed by the Board of Directors after missing three consecutive meetings. All vacancies, however arising, may be filled at any time by the affirmative vote of a majority of the Board of Directors. Interim appointments may be made by the Executive Committee until the next Board of Directors meeting.



The Executive Committee shall be responsible for assisting the Agency in the ongoing operations of the Authority, and shall carry out such other responsibilities as are delegated to it by the Board of Directors. The Executive Committee shall study and recommend to the Board of Directors changes in procedures, plans, and programs as appropriate.

The Executive Committee shall hold at least one regular meeting quarterly.

Electronic meetings may be held pursuant to the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.

The presence of a majority of the Members of the Executive Committee shall constitute a quorum, except that less than a quorum may adjourn from time to time. An affirmative vote of at least a quorum of Members of the Executive Committee shall be necessary to constitute action and to transact business.

Section 4.02. Duties of the Executive Committee. The Executive Committee shall exercise its powers in the manner set for in Section 4.01. In addition, the Executive Committee is specifically empowered to:

(a) Recommend to the Board of Directors for approval the formulas and methods for determining Authority contribution rates, additional assessments during the year, changes to programs and Projects, and the method by which new Members shall be allowed to participate in the Authority;

(b) Ensure that the Agency maintains a complete and accurate system of accounting for all funds at all times;

(c) Elect at its first regular meeting and thereafter as necessary a President and Vice President to serve as officers of the Executive Committee for terms of one (1) year;

(d) Give direction to the Agency as to entering into contracts consistent with the terms of this Agreement;

(e) Make appropriate periodic reports to the membership on the status of the Authority and its plans; and

(f) Develop or cause to be developed and recommend to the Board of Directors for approval an annual budget for the Authority.

(g) Fund transfers as defined in Section 3.04.



(h) Monitor and ensure all required funds are deposited/contributed by the Members as set forth in the applicable Project Agreement(s) to ensure that positive Project fund balances are maintained at all times and sufficient funding is always on hand to pay for Project work as it progresses. Neither the JPA, the Executive Committee or the Agency shall have any obligation to forward fund Project work.

- (i) Approve Project Agreements.
- (j) Approve induction of new members.

Section 4.03. Sub-Committees. As needed, the Executive Committee of the Authority will establish sub-committees that will serve under the direction of the Executive Committee. The sub-committees will investigate, study and make recommendations to the Executive Committee or the Board of Directors, as appropriate.

ARTICLE V

TERM, ADDITIONAL PARTIES AND WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

Section 5.01. Term. This Agreement shall become effective on the Effective Date and shall remain in effect until such time as terminated by the parties hereto or pursuant to a court order. It is intended that this Agreement can be extended or amended consistent with the intent of the parties.

Section 5.02. Additional Parties. Any Participating Public School District or Community College who is an owner/operator of a Facility may become a member and party to this Agreement by execution of a copy of this Agreement by its proper and duly authorized officer(s). The Participating Public School District or Community College shall file a duly executed copy of the Agreement with the Administering Agency that is either executed by an authorized individual or is accompanied by an authorizing resolution adopted by its governing board. There shall be no cost/contribution required to become a member of the JPA. Any required costs/contributions shall be determined and memorialized at the time a specific project is considered in an appropriate Project Agreement as described further herein.

Section 5.03. Withdrawal. Any party in good standing may withdraw from this Agreement by providing three (3) months prior written notice to the Authority. Withdrawal pursuant to this section shall be effective three months from the date of the written notice unless otherwise mutually agreed by the parties subject to the provisions of Articles VII and VIII regarding financial liabilities for shared



interests. Each party shall bear its own costs should there be a Member withdrawal pursuant to this provision.

Section 5.04. Termination. A Member may be involuntarily terminated from the Authority at any time upon the recommendation of the Executive Committee and vote of two-thirds (2/3) of the Members of the Board of Directors. Involuntary termination from the Authority shall have the effect of eliminating the Member as a signatory of this Agreement and as a Member of the Authority, effective at the end of contract services provided under any applicable Project Agreement or fiscal year in which the action is taken or upon such other date as the Board of Directors may specify. Should a Member be involuntarily terminated from the Authority, reserve/escrow accounts may be established to cover all costs, liabilities, assessments or contingencies of the terminated Member and the Member shall continue to be liable and responsible for any costs, liabilities, assessments, or contingencies which exceed the amount set aside in the reserve/escrow accounts. Grounds for involuntary termination include, but are not limited to, the following:

1. Failure or refusal of a Member to abide by this Joint Powers Agreement, any amendment hereto or any applicable duly executed Project Agreement.
2. Failure or refusal to make contractual payments to the Authority per terms of any applicable duly executed Project Agreement.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.01 Board of Directors The Authority shall be administered by a Board of Directors consisting of one Director from each Participating Public School District or Community College, unless and until such number is changed by amendment of this Agreement. The Board shall be called the "Board of Directors of the K-12 Public Schools and Community Colleges Facility Authority." All voting power of the Authority shall reside in the Board. Neither the Directors nor the alternative Directors shall receive any compensation for their service as Directors.

Explicit duties of the Board of Directors:

1. Approve induction of new Members
2. Amend JPA except as specifically noted in Section 3.09
3. Approve annual FACJPA budget



4. Resolve disputes
5. Invoke termination proceedings

Section 6.02. Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for at least one regular meeting annually to be held on or about the anniversary date of the establishment of the FACJPA. The date upon which, and the hour and place at which shall be approved by the Executive Committee.
- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the California Government Code, as now or hereafter amended.

Section 6.03. Minutes. The Agency shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director, and to the SDCSS and Participating Public School Districts or Community Colleges.

Section 6.04. Voting. Each Director shall have one vote.

Section 6.05. Quorum; Required Votes; Approvals. A majority of the total number of the Directors of the JPA shall constitute a quorum for the transaction of business including any members attending electronically pursuant to the provisions of the Ralph M. Brown Act of the California Government Code, as now and hereafter amended.

Unless otherwise required pursuant to this Agreement, a Project Agreement or applicable law, the affirmative vote of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board. The only action that less than a quorum may take is to adjourn a meeting as necessary due to the lack of a quorum.

Section 6.06. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof and shall have such express or implied authority as is not inconsistent with or contrary to the laws of the State and this Agreement.



Section 6.07. Assumption of Responsibilities by Authority. As soon as practicable after the execution of this Agreement, an initial meeting of the Board shall be conducted wherein such Board shall undertake the responsibilities of the Authority.

Section 6.08. Membership. Each party to this Agreement must be eligible for membership in the Authority as defined herein and shall become a Member of the Authority on the effective date of this Agreement, except as provided herein below. Each party which becomes a Member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the obligations of, Membership as provided in this Agreement.

- (a) All K-12 public schools and community colleges located in the State of California may apply for membership in the Authority. Membership is contingent upon being a party to this Joint Powers Agreement.
- (b) Should a Member or Members reorganize in accordance with State statutes, the successor-in-interest or successors-in-interest to the obligations of any such reorganized Public School District or Community College shall be substituted as a party or parties to the Agreement. All rights, obligations, and responsibilities of any such reorganizing Member shall remain continuing obligations of the successor-in-interest as described in the applicable Project Agreement.
- (c) Public School Districts or Community Colleges applying for membership in the Authority after the initial FACJPA Board Meeting shall be subject to review and approval by Board of Directors.

ARTICLE VII

INTERESTS; ACCOUNTS AND REPORTS; FUNDS

Section 7.01. Project Agreements, Project Interests of SDCSS and Participating Public School Districts or Community Colleges. As described above, there shall be no cost to any Participating Public School District or Community College to join the JPA. Any costs/contributions necessary for a Project activity shall be determined pursuant to a written Project Agreement(s). The SDCSS and Participating Public School Districts or Community Colleges shall enter into a Project Agreement prior to execution of any Project activities for the purpose of setting forth each party's percentage interest in the Project or certain specific Project activities (a "Project Agreement"). The Project Agreement shall also include all applicable and necessary terms and conditions for the performance of all contemplated Project activities, including, but not limited to,



scope of work, required monetary or in-kind contributions, insurance, indemnification, termination rights, all applicable general conditions for the Project activities etc. The percentage interests of SDCSS and Participating Public School Districts or Community Colleges in any such assets, as described in the applicable Project Agreement(s) may be modified, from time to time, by written agreement between the SDCSS and Participating Public School Districts or Community Colleges or as required by the terms and conditions of this Agreement or the laws of the State. Such modifications may be accomplished without the consent of any other person or entity; provided, however, that no such modification shall adversely affect obligations the SDCSS and Participating Public School Districts or Community Colleges may have under any tax exempt financing obligations.

Section 7.02. Contributions. The SDCSS and Participating Public School Districts or Community Colleges may in the appropriate circumstances when required hereunder, or when either party otherwise so elects, subject to any restrictions under State or federal law, make contributions or advances of their own funds for authorized purposes of the Authority as set forth in this Agreement or in a Project Agreement, certain of such advances to be repaid as specified herein or as otherwise mutually agreed, and use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the California Government Code are hereby incorporated into this Agreement by reference.

Section 7.03. Credit to SDCSS and Participating Public School Districts or Community Colleges. Unless otherwise provided in this Agreement, all accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and interest earned or accrued thereon, shall inure to the benefit of the SDCSS and Participating Public School Districts or Community Colleges in the respective proportions for which such funds or accounts were created.

Section 7.04. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Agency shall act as treasurer and fiscal Agent of the Authority, and shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority in the hands of the trustee or the Agency shall be open to inspection at all reasonable times by representatives of the SDCSS and Participating Public School Districts or Community Colleges. The Agency or the Auditor, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the SDCSS and Participating Public School Districts or Community Colleges to the extent such activities are not covered by the report of such trustee.



Section 7.05. Funds. Subject to the applicable provisions of any Project Agreement(s) and/or any indenture or agreement thereunder which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Agency of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with the Project Agreement, and generally accepted accounting practices, and shall make the disbursement required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

ARTICLE VIII

DEFAULTS AND REMEDIES; ARBITRATION

Section 8.01. Default; General Rights and Remedies. If the SDCSS or Participating Public School Districts or Community Colleges shall breach any term, covenant, or condition contained in this Agreement, such party shall be deemed to be in default under this Agreement, and the Authority and the non-defaulting parties shall each have the right to enforce all of its rights and remedies regarding such default which are provided under State or federal laws.

Section 8.02. Additional Rights and Remedies. If the SDCSS or Participating Public School Districts or Community Colleges shall fail to (a) make or meet any required payment, contribution or obligation to the Authority or any other party for Project design, consulting, construction or related actions or for Project operations by the close of business on the date such payment, contribution or obligation is due, and such payment, contribution or obligation exceeds \$5,000.00; and (b) cure or remedy such default within ten days thereafter, then and in any such event, in addition to any rights and remedies available under State or federal law, the Authority under certain circumstances and the non-defaulting party under all circumstances shall have all the following rights and remedies:

(1) The non-defaulting parties or the Authority may, for the purpose of protecting their economic interest or financial rating or mitigating possible financial hardship or loss, or for the purpose of protecting the Project, pay and/or advance, on behalf of the defaulting party, an amount equal to the contribution, payment or obligation of the defaulting party, or, if permitted by law, pay and/or advance such amount as may be required to meet the defaulting party's respective payments or any other obligation. If permitted by law, such right to pay, advance or meet the defaulting party's respective payments or other obligations shall not continue for a period longer than needed to provide the non-defaulting parties reasonable time to evaluate and implement their respective alternatives as provided herein. In addition, any payment or advance made hereunder by a non-defaulting party or the Authority shall be a liability of the defaulting party which shall be due and owing to the party making or advancing



such payment forthwith including associated interest and costs. In addition, and notwithstanding such advance and/or payment, the defaulting party shall not be relieved of its obligations and duties to the Authority during any period, or portion thereof, during which the non-defaulting parties or the Authority makes such payments, contributions and/or advances as provided above.

(2) The Authority or non-defaulting parties may choose and designate another qualified public entity to assume the rights and obligations of the defaulting party if permissible pursuant to California law, and mutually agreed to in writing by the Authority and the applicable non-defaulting parties.

(3) The non-defaulting parties may terminate and liquidate the Authority pursuant to applicable California law and if mutually agreed to in writing by the Authority and the applicable non-defaulting parties, but only upon the payment and discharge of all the obligations of the Authority, including, without limitation, any Bonds or other indebtedness. Unless otherwise altered or amended by an applicable Project Agreement upon termination, the non-defaulting parties shall also herein possess an irrevocable option to acquire all of the assets of the Authority at a price equal to the equity value of the defaulting party's interest, determined in the annual audit as set forth in Section 3.07 hereof. Until such a time as the non-defaulting party has completed the termination and liquidation, including the payment and discharge of all the obligations described above, each of the parties agree that they shall remain liable under all the terms and obligations described in this Agreement. In addition, and following the termination and liquidation of the Authority and the payment and discharge of all of the obligations, each of the parties agree that any obligation based on the equity value of its interest in the Authority and the assets of the Authority determined in the manner set forth in Section 3.07 hereof, shall survive the termination of any agreements by and between the parties.

(4) Each of the parties to this Agreement and the Authority herein irrevocably consent to a non-defaulting party's rights as above-described to sublease, nominate another qualifying public entity or terminate and acquire as above described and further irrevocably appoint such non-defaulting party as their attorney in fact, which appointment shall be deemed to be coupled with an interest, to execute any and all documents and to further carry out the terms and conditions of the remedies as provided for herein.

Section 8.03. Effect on Bondholders' Rights and Remedies. Notwithstanding the foregoing or any other provision of this Agreement and consistent with applicable California law, no right or remedy described in this Article 8 shall be valid or have any force or effect to the extent that it would in any way (a) impair the rights and remedies of the trustee or the holders of any Bonds issued by the Authority, described in any trust agreement, indenture, lease or



other instrument securing such Bonds, (b) discharge any obligation of SDCSS, participating Public School District or Community College, or the Authority under any such trust agreement, indenture, lease or instrument, or (c) impair the exclusion from gross income for federal income tax purposes of the interest on the Bonds and in the event that a substitute public entity is designated pursuant to Section 8.02(3), an opinion of independent counsel of recognized national standing in the field of municipal finance must be delivered to the effect that such exclusion is not thereby impaired.

Section 8.04. Mediation and Arbitration. Any controversy or claim between the parties to this Agreement, or between any such party or parties and the Authority, in respect to the Authority operations, or to any claims, disputes, demands, differences, controversies or misunderstandings arising under, out of, or in relation to, this Agreement, or any breach hereof, shall be first subject to non-binding mediation submitted to mutually agreed upon mediator. If any claims or disputes are not resolved through mediation, they shall then be determined by arbitration. The party desiring to initiate mediation and then arbitration shall give notice of its intention to mediate and arbitrate to every other party to this Agreement and the Authority. The parties shall mutually agree upon an inconsistency herewith, the rules of the AAA shall apply.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Notices. All notices to be given pursuant to this Agreement shall be in writing and either: (i) sent by certified mail, return receipt requested, in which case notices shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, (ii) sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or (iii) by facsimile (fax) or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by facsimile (fax) or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as reflected in Exhibit "B" (**List of Participating School Districts and appropriate contact information**) attached hereto and incorporated herein, and as may be amended from time to time.

Section 9.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 9.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.



Section 9.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 9.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by this Agreement.

Amendments to this agreement may be required to:

1. contract with the owners of the Bonds issued by the Authority,
2. comply with applicable regulations or laws of any jurisdiction having authority, or
3. make changes to these provisions that are in the best interest of the Authority.

Amendments shall only be made to this agreement by one or more supplemental agreements or amendments executed by two thirds vote of all parties in good standing to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any Local Agencies heretofore or hereafter created) in pursuit of the purposes of this Agreement.

Section 9.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 9.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 9.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the SDCSS and Participating Public School Districts or Community Colleges, respectively. Except as otherwise provided in this Agreement, neither the District(s) nor SDCSS, may assign any right or obligation hereunder without the written consent of the others.

Section 9.09. Counterparts. This Agreement maybe simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute but one and the same Agreement.



Section 9.10. Force Majeure. SDCSS shall not be responsible for any loss or breach due to delay in delivery or performance hereunder caused by governmental regulations, controls or directions, outbreak of a state of emergency, acts of God, war, hostilities, civil commotion, riots, epidemics or other natural casualties or fires beyond the reasonable control of the parties. Any such delays shall not be deemed a breach of or failure to perform this Agreement or any part thereof and the date on which any obligations hereunder are due to be fulfilled shall be extended for a period of time equal to the time lost as a result of such delays.

Section 9.11. Acknowledgment of Prudent Review

Each party declares that prior to the execution of this Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The parties have further had the opportunity to seek independent legal advice regarding the Agreement.

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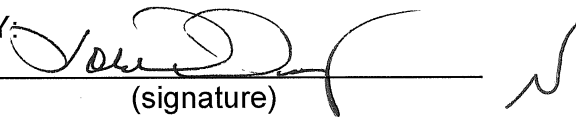
Note: Executed in
Counterpart

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

For the first two FACJPA members:

DATE: 2/10/11

AGENCY: SAN DIEGO COUNTY
SUPERINTENDENT OF
SCHOOLS

BY: 
(signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent
Business Services

DATE: _____

MEMBER:

(Name of District/College)

BY: _____
(Signature)

PRINT NAME:

PRINT TITLE:

DISTRICT ADDRESS:



For members joining established FACJPA:

DATE: _____ for FACJPA:

BY:

(signature)

NAME: Mikal H. Nicholls

TITLE: FACJPA Secretary

DATE: November 18, 2010 MEMBER:

Julian Union High School District
(Name of District/College)

BY:

Kim Dalton
(Signature)

PRINT NAME:

Kim Dalton

PRINT TITLE:

Chief Business Official

DISTRICT ADDRESS:

1656 Highway 78

PO Box 417

Julian, CA 92036-0417



For members joining established FACJPA:

DATE: _____ for FACJPA:

BY:

(signature)

NAME: Mikal H. Nicholls

TITLE: FACJPA Secretary

DATE: _____ MEMBER:

(Name of District/College)

BY:

(Signature)

PRINT NAME:

PRINT TITLE:

DISTRICT ADDRESS:



DATE: _____

AGENCY: SAN DIEGO COUNTY
SUPERINTENDENT OF
SCHOOLS

BY:

(signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent
Business Services



SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA



SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA
PROJECT AGREEMENT
** S A M P L E **

1ST PROJECT AGREEMENT BETWEEN

XYZ SCHOOL DISTRICT

AND THE

San Diego county energy authority JPA

This First Project Agreement by and between the SAN DIEGO COUNTY ENERGY AUTHORITY ("AUTHORITY"), and XYZ SCHOOL DISTRICT ("XYZUSD") is made this 7th day of May, 2011. Authority and "XYZUSD" are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the XYZUSD became a Member of the K-12 Public Schools and Community Colleges Facility JPA (FACJPA Agreement) on March 10, 2011 for developing facility planning, construction and maintenance strategies, services and projects which may reduce the time to delivery and the overall cost of capital improvements, modernization, code and permit compliance, support and maintenance for school district facilities, providing access to skilled and knowledgeable facility professionals skilled in traditional and alternative delivery methods, providing access to proven non-traditional project funding strategies and/or providing significant public; and

WHEREAS, AUTHORITY desires to perform the Additional Work for the XYZUSD as part of its performance of its duties under the FACJPA Agreement; and

WHEREAS, AUTHORITY and the XYZUSD have negotiated in good faith and desire to include the Additional Work in the FACJPA Agreement pursuant to this Project Agreement.

AGREEMENT

NOW THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:



SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA



SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA
PROJECT AGREEMENT
** S A M P L E **

A. AUTHORITY and XYZUSD mutually desire to enter into a Project Agreement to include the following Work:

1. add: "Task Order No. 1 – Lease-Lease Back financing and Design-Build delivery of a \$5M Capital Improvement Project at **(fill in the blank for location)** campus for DISTRICT: Provide consulting and administrative service to deliver a LLB/D-B alternative delivery facility for DISTRICT. The project shall include **(fill in the blank for scope, can reference attachments including Education Specifications, Criteria Documents, or District Maintenance standards)**, start in May 2011, open for use in May 2012 and be leased for no more than 30 years.

Deliverables

- a. Develop project criteria through with DISTRICT stakeholders and Authority provided criteria designer.
- b. Provide LLB financing plan for DISTRICT approval.
- c. Provide XYZUSD Board of Education resolutions to enable the Authority to deliver the required service.
- d. Make all financial, risk management and construction/consultant/lease payments.
- e. Administer the project until the Lease-Leaseback agreement is completed or the Lease-Leaseback agreement is terminated.

Reimbursable Expenses (at cost)

- a. Printing
- b. Travel (not included in meeting hours)
- c. Mileage (at Federal mileage reimbursement rate)
- d. Per diem for out of town travel (not to exceed State of California approved per diem rate or SDCSS reimbursable rates, which ever is more restrictive)
- e. Photocopying
- f. Delivery

Task Order No. 1 Not to exceed fee: \$300,000.00 plus \$6,000.00 for miscellaneous reimbursables per year of this Project Agreement.





SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA
PROJECT AGREEMENT
** S A M P L E **

2. The total compensation for this Project Agreement and all previous Project Agreements with the DISTRICT, to include payment for the Additional Work described above as follows:

Total contract fee is \$300,000 for Task Order No. 1 plus \$6,000 allowance for reimbursables for each year of the Project Agreement.

3. The schedule for work product delivery including this Project Agreement is amended as follows:

Contract term remains unchanged. Work to be completed as noted in Task Orders.

- B. This Project Agreement shall only be effective upon the execution by both the AUTHORITY and the "XYZUSD".
- C. This Project Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- D. If any provision of this Project Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Project Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.
- E. This Project Agreement shall affect only the sections referred to herein, and all other terms and conditions of the Agreement between AUTHORITY and the XYZUSD, shall remain in full force and effect.

Acknowledgment of Prudent Review

Each party declares that prior to the execution of this Project Agreement, it has had an opportunity to review and understand the contents, rights and responsibilities herein. The parties have further had the opportunity to seek independent legal advice regarding the Project Agreement.





SAN DIEGO COUNTY
SCHOOL FACILITY AUTHORITY JPA
PROJECT AGREEMENT
** S A M P L E **

IN WITNESS WHEREOF, EACH PARTICIPATING PARTY HAS EXECUTED THIS PROJECT AGREEMENT ON THE DATE ADJACENT TO THE SIGNATURE OF ITS REPRESENTATIVE.

DATE:

AGENCY:

SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS

BY: _____
(signature)

NAME: Lora Duzyk

TITLE: Assistant Superintendent
Business Services

DATE:

PUBLIC
SCHOOL: _____

BY: _____
(signature)

PRINT
NAME: _____

TITLE: _____

SCHOOL
ADDRESS: _____



For members joining established FACJPA:

DATE: _____ for FACJPA:

BY: _____
(signature)

NAME: Mikal H. Nicholls

TITLE: FACJPA Secretary

DATE: _____ MEMBER:

San Dieguito Union High School District

BY: _____
(Signature)

PRINT NAME:

Eric Dill

PRINT TITLE:

Associate Superintendent, Business Services

DISTRICT ADDRESS:

710 Encinitas Blvd.

Encinitas, CA 92024

(760) 753-6491



San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 23, 2013

BOARD MEETING DATE: May 2, 2013

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

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: COMMUNITY FACILITIES DISTRICT
94-2 / ANNEXATION NO. 3 / ADOPTION OF
RESOLUTION CERTIFYING ELECTION
RESULTS / LA COSTA TOWN SQUARE / A
63 UNIT SINGLE FAMILY SUBDIVISION /
SOLUTIONS 2LAC, LLC

EXECUTIVE SUMMARY

At the March 21, 2013 Board meeting, the Board adopted a resolution which requested the election official to conduct a special election to be held on April 23, 2013, for Community Facilities District No. 94-2, Annexation No. 3. The election material was forwarded to the property owners, and the deadline for the election was 5:00 p.m. on April 23, 2013. Attached as Appendix A to the resolution is the completed Certificate of Election Official declaring the election as having a 100% return and approval. The final step in the annexation process will be to file a Notice of Special Tax Lien with the County Recorder's Office within 15 days of the election.

RECOMMENDATION:

It is recommended that the Board adopt the attached Resolution Certifying the Results of the Election with Respect to Community Facilities District No. 94-2, Annexation No. 3 of the San Dieguito Union High School District.

FUNDING SOURCE:

Not applicable.

Enclosures: Resolution, Certificate of Election Official

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
CERTIFYING THE RESULTS OF AN ELECTION WITH RESPECT TO
COMMUNITY FACILITIES DISTRICT NO. 94-2, ANNEXATION NO. 3 OF
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

WHEREAS, on March 21, 2013, the Board of Trustees (the “Board”) of the San Dieguito Union High School District (the “District”) adopted a resolution entitled “Resolution of the Board of Trustees of the San Dieguito Union High School District Acting as the Legislative Body of the San Dieguito Union High School District Community Facilities District No. 94-2” (the “Resolution”) annexing certain territory into Community Facilities District No. 94-2 of the School District, authorizing the levy of a special tax, authorizing the incurrence of bonded indebtedness not to exceed \$50,000,000 and calling an election on April 23, 2013.

WHEREAS, pursuant to the Resolution, a special election was held and conducted in the District on April 23, 2013, at which election there was submitted to the qualified voters of the District the following bond proposition, to wit:

Proposition No. H: Shall Community Facilities District No. 94-2 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.

WHEREAS, the Board of Trustees has received from Eric Dill, the Election Official appointed by the Board with respect to the election, the certificate attached hereto as Appendix A and hereby incorporated by reference which certifies that more than two-thirds votes cast at the election were cast in favor of incurring bonded indebtedness, levying certain special taxes and establishing an appropriations limit for the District.

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

Section 1. That more than two-thirds of the votes cast at a special election which was duly and legally held and conducted in the District on April 23, 2013, were cast in favor of incurring bonded indebtedness in an amount of \$50,000,000, levying certain special taxes and establishing an appropriations limit for the District.

Section 2. This Resolution shall take effect upon adoption.

ADOPTED SIGNED AND APPROVED, this 2nd day of May, 2013.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

By _____
Title: President

ATTEST:

By _____
Title: Recording Secretary

APPENDIX A
CERTIFICATE OF ELECTION
OFFICIAL

**CERTIFICATE OF THE ELECTION OFFICIAL
DECLARING THE RESULTS OF THE MAILED-BALLOT
SPECIAL ELECTION REGARDING
COMMUNITY FACILITIES DISTRICT NO. 94-2, ANNEXATION NO. 3
OF THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

I, Eric R. Dill, designated as the election official for the mailed-ballot special election (the "Election") regarding the annexation of certain territory into Community Facilities District No. 94-2 of the San Dieguito Union High School District, pursuant to the "Resolution of Annexation of the Board of Trustees of the San Dieguito Union High School District Acting as the Legislative Body of the San Dieguito Union High School District Community Facilities District No. 94-2" adopted by the Board of Trustees of the San Dieguito Union High School District on March 21, 2013 (the "Resolution"), do hereby certify as follows:

1. That the Election was closed at the hour of 5 o'clock p.m. on April 23, 2013
2. That the total number of votes eligible to be cast on Proposition H was 23 which is equal to one vote per acre or a portion of an acre within the proposed District. The total number of votes actually cast was 23;
3. That the results are as follows:
23 votes in favor of Proposition H
0 votes in opposition to Proposition H;
4. That the percentages are as follows:
100% in favor of Proposition H
0% in opposition to Proposition H;
5. That two-thirds (2/3) of the total number of votes cast are needed to approve Proposition H, to wit at least 16 votes of the total cast;
6. That the number of votes cast in favor of Proposition H, based on the results outlined in Section 3 hereof and the percentages outlined in Section 4 hereof are at least equal to two-thirds (2/3) of the total number of votes cast, and, thus Proposition H was duly approved.

Dated: April 23, 2013

COMMUNITY FACILITIES DISTRICT NO. 94-2
OF THE SAN DIEGUITO UNION HIGH
SCHOOL DISTRICT



Election Official
For the Mailed-Ballot Special Election
Regarding Annexation No. 3 into
Community Facilities District No. 94-2 of the
San Dieguito Union High School District

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO) ss

I, Barbara Groth, President of the Board of Trustees of the San Dieguito Union High School District (the “Board”) do hereby certify that the foregoing Resolution was duly adopted by the Board of said San Dieguito Union High School District at a meeting of said Board held on the 2nd day of May, 2013, and that it was so adopted by the following vote:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSTAIN: MEMBERS: _____

ABSENT: MEMBERS: _____

President of the Board of Trustees

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 1, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Rick Schmitt
Deputy Superintendent

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: UNIFORM COMPLAINT REPORT
3RD QUARTER, (JANUARY – MARCH, 2013)

EXECUTIVE SUMMARY

State law requires school districts to submit reports to the San Diego County Office of Education (SDCOE) and the district governing board on the number of complaints each district has received related to the Williams Settlement, i.e., instructional materials, emergency facilities issues, and teacher vacancies and misassignments. Secondary districts that receive CAHSEE Intensive Instruction and Services funding must also submit data on uniform complaints related to the Valenzuela Settlement, (i.e., the provision of intensive instruction and services).

Attached is the report for the third quarter, 2012-13, January through March, 2013.

RECOMMENDATION:

Review and acceptance of the attached Uniform Complaint Report is recommended.

FUNDING SOURCE:

Not applicable.

**SDUHSD
Uniform Complaint
Summary
2012-13**

ITEM 22

Unresolved
0
0
0

San Dieguito Union High School District

INFORMATION REGARDING BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES

DATE OF REPORT: April 19, 2013

BOARD MEETING DATE: May 2, 2013

PREPARED BY: Torrie Norton, Associate Superintendent,
Human Resources

SUBMITTED BY: Ken Noah, Superintendent

SUBJECT: BOARD POLICY REVISION PROPOSALS (9),
PERSONNEL DEPT

EXECUTIVE SUMMARY

The following Board Policies are being submitted for first reading to align them with CSBA guidelines and recommendations:

BP 4100.2/4200.2/4300.2	Nondiscrimination in Employment	Revision
BP 4111/4211/4311	Recruitment and Selection	Revision
BP 4112.9/4219.9/4312.9	Employee Notifications	New Policy
BP 4118.1/4218.1/4318.1	Civil and Legal Rights	Revision
BP 4119.21/4219.21/4319.21	Professional Standards	New Policy
BP 4119.41/4219.41/4319.41	Employees with Infectious Disease	New Policy
BP 4122	Temporary/Substitute Personnel	Revision
BP 4138/4238/4338	Lactation Accommodation	New Policy
BP 4140/4240/4340	Bargaining Units	New Policy

RECOMMENDATION:

These policy changes are being submitted for a first read and will be resubmitted for action at the May 16, 2013 meeting. It is recommended that the Board approve these revisions at the May 16, 2013 meeting.

FUNDING SOURCE:

Not applicable.

PERSONNEL

0410; 4100.2; 4200.2; 4300.2; 5145.3

NONDISCRIMINATION IN **EMPLOYMENT DISTRICT PROGRAMS AND ACTIVITIES**

It shall be the policy of the San Dieguito Union High School District to provide a positive work environment where employees and job applicants are free from harassment and are assured of equal access and opportunities in accordance with law. The Board prohibits any district employee from harassing or discriminating against any other district employee or job applicant ~~prohibit discrimination~~ on the basis of the person's actual or perceived ~~sex, disability,~~ race, religion, color, national origin, ancestry ~~religious creed,~~ age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

Prohibited discrimination consists of any adverse employment action, including termination or denial of promotion, job assignment, or training, based on any of the prohibited categories of discrimination listed above. Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe and pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The following position is designated as Coordinator for Nondiscrimination in Employment:

Associate Superintendent of Human Resources
San Dieguito Union HSD
710 Encinitas Blvd.
Encinitas, CA 92024
760-753-6491

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited

PERSONNEL

0410; 4100.2; 4200.2; 4300.2; 5145.3

discrimination or harassment shall report the incident to the Coordinator or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to ~~laws and~~ their supervisor immediately.

TRAINING AND NOTIFICATIONS

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all district schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

PERSONNEL

0410; 4100.2; 4200.2; 4300.2; 5145.3

- ~~2000e-2000e-17 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., prohibiting discrimination on the basis of race, color, or national origin with regard to any program or activity receiving Federal financial assistance).~~
- Title VII, ~~of the Civil Rights Act of 1964, as amended (42 USC § 2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex).~~
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
- 6101-6107 Age ~~Education Amendments of 1972 (20 USC § 1681 et seq., prohibiting discrimination in federally assisted programs on the basis of sex by education institutions which receive Federal financial assistance).~~
 - ~~12101-12213 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794, prohibiting discrimination against otherwise qualified handicapped individuals with regard to any program or activity receiving Federal financial assistance).~~

Title I of the Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with ~~With~~ Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

- 106.8 Designation of responsible employee ~~of 1990 (42 USC § 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and adoption of grievance procedures employment practices).~~

106.9 Dissemination ~~Title II~~ of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shepard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with ~~With~~ Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

- Notice of Non-Discrimination, August 2010 ~~1990 (42 USC § 12101 et seq., prohibiting discrimination against qualified individuals with a disability in the services, programs, or activities of a public entity).~~

WEB SITES

PERSONNEL

0410; 4100.2; 4200.2; 4300.2; 5145.3

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

- ~~• The Age Discrimination in Employment Act (29 USC § et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age).~~
- ~~• California Government Code section 11135 (prohibiting discrimination on the basis of ethnic group identification, religion, age, sex, color, or disability with regard to any program or activity funded directly by the State of receiving financial assistance from the State).~~
- ~~• California Fair Employment and Housing Act (Gov. Code § 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age).~~
- ~~• California Education Code Sections 200 through 232 (prohibiting discrimination on the basis of sex in any program or activity conducted by an educational institution which receives or benefits from State financial assistance).~~
- ~~• California Labor Code Section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation).~~

~~The Superintendent shall designate appropriate member(s) of the Management Team who will be responsible for formulating and implementing District regulations that are designed to comply with the above-noted laws and their implementing regulations regarding the prohibition of discrimination or harassment. The implementation of this policy should be undertaken with the understanding that the purpose of the policy is not to impose curriculum requirements.~~

PERSONNEL

4111; 4211; 4311

RECRUITMENT AND SELECTION

The Governing Board is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficient running of district operations.

The Superintendent shall develop fair

~~The District shall engage in fair and sound personnel practices in the appointment of all District employees. The administration shall be responsible for establishing recruitment, selection and appointment procedures.~~

~~As a general rule, the District will employ the most highly qualified person available for each~~ open, and transparent recruitment and selection processes and procedures which ensure that employees are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

~~When a position. Each~~ vacancy occurs, the Superintendent or designee shall review ~~will be advertised and the job description~~ for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of ~~shall include the minimum qualifications required and the additional qualifications, training and experience which the District believes to be important. It is incumbent on the staff members who are involved in the selection process to recommend only those~~ candidates.

The district's selection procedures shall include ~~who are properly certificated for the position and who, based on appropriate~~ screening processes ~~devices~~, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

During job interviews, applicants may be asked to describe or demonstrate how they will be able, ~~can be expected~~ to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law ~~professionally and highly competently~~.

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

RECRUITMENT FOR TEACHERS

Contingent upon available funding, the Superintendent or designee may provide incentives to recruit credentialed teachers to teach in any district school ranked in the bottom half of the state Academic Performance Index. Such incentives may include, but are not limited to, signing bonuses, improved work conditions, teacher compensation, or housing subsidies. (Education Code 44735)

PERSONNEL

4111; 4211; 4311

LEGAL REFERENCE

EDUCATION CODE

- 200-262.4 —261 Prohibition of ~~discrimination~~~~Discrimination on the Basis of Sex~~
- 44066 Limitations on ~~certification requirement~~~~Certification Requirement~~
- 44259 Teaching credential; exception; designated subjects; minimum requirements
- 44735 Incentive grants for recruiting teachers for low-performing schools
- 44740-44741 Personnel management assistance teams
- 44750 Teacher recruitment resource center
- 44830-44831 Employment of certificated persons
- ~~44830 — Employment Restricted Persons Possessing Prescribed Qualifications; Public Policy of State Against Discrimination on Basis of Race, etc.~~
- ~~44830.5 — Assignment of Certificated Employees to District, Ethnic Ratio~~
- 44858 Age or ~~marital status~~~~Marital Status~~ in ~~certificated positions~~~~Employment Positions Requiring Certification Qualifications~~
- 44859 Prohibition ~~against certain rules~~~~Against Certain Rules~~ and ~~regulations re residency~~~~Regulations Re: Residency~~
- 45103-45139 Employment (classified employees)
- 49406 Examination for tuberculosis
- 52051 Academic Performance Index

GOVERNMENT CODE

- 815.2 Liability of public entities and public employees
- 12900-12996 Fair ~~ADMINISTRATIVE CODE, TITLE 5~~
- ~~30-31 Affirmative Action~~ Employment and Housing Act, including: ~~Programs~~
- 12940-12956 Discrimination prohibited; unlawful practices

UNITED STATES CODE, TITLE 8

- 1324a ~~GOVERNMENT CODE~~
- ~~12900 — Unlawful employment of aliens~~~~Employment Practices~~
- 1324b Unfair immigration related practices

UNITED STATES CODE, TITLE 42

- 2000d-2000d-7 Title VI, Civil Rights Act of 1964
- 2000e-2000e-17 ~~12940 et seq. — Discrimination Prohibited~~ Title VII, Civil Rights Act of 1964 as amended
- 2000h-2-2000h-6 ~~by~~ Title IX, 1972 Education Act Amendments
- 12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.101-35.190 Americans with Disabilities Act

COURT DECISIONS

- C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

PERSONNEL

4111; 4211; 4311

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: <http://www.calteach.org>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

PERSONNEL

4112.9; 4212.9; 4312.9

EMPLOYEE NOTIFICATIONS

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications he/she believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

Legal Reference:**EDUCATION CODE**

231.5	Sexual harassment policy
17612	Notification of pesticide use
22455.5	STRS information to potential members
22461	Postretirement compensation limitation
35031	Non-reelection of superintendent, assistant superintendent, or manager of classified services
35171	Notice of regulations pertaining to certificated employee evaluations
37616	Notice of public hearing on year-round schedule
44031	Personnel file contents, inspection
44663-44664	Evaluation of certificated employees
44842	Reemployment notices, certificated employees
44896	Transfer of administrator or supervisor to teaching position
44916	Written statement of employment status
44929.21	Reelection or non-reelection of probationary employee after second year
44934	Notice of disciplinary action for cause
44938	Notice of unprofessional conduct and opportunity to correct
44940.5-44941	Notification of suspension and intent to dismiss
44948.3-44948.5	Dismissal of probationary employees
44949	Cause, notice and right to hearing
44951	Continuation in position unless notified, administrative or supervisory personnel
44954	Non-reelection of temporary employees
44955	Reduction in number of employees
45113	Notification of charges, classified employees
45117	Notice of layoff, classified employees
45169	Employee salary data, classified employees
45192	Industrial and accident leave
45195	Additional leave
46162	Notice of public hearing on block schedule
49079	Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

PERSONNEL

4112.9; 4212.9; 4312.9

GOVERNMENT CODE

- 1126 Incompatible activities of employees
- 3100-3109 Oath or affirmation of allegiance
- 8355 Certification of drug-free workplace, including notification
- 12950 Sexual harassment
- 54957 Complaints against employees; right to open session
- 54963 Unauthorized disclosure of confidential information

HEALTH AND SAFETY CODE

- 104420 Tobacco-free schools
- 120875 Information on AIDS, AIDS-related conditions, and hepatitis B
- 120880 Notification to employees re AIDS, AIDS-related conditions, and hepatitis B

LABOR CODE

- 2800.2 Notification of availability of continuation health coverage
- 3550-3553 Notifications re: workers' compensation benefits
- 5401 Workers' compensation; claim form and notice of potential eligibility

PENAL CODE

- 11165.7 Child Abuse and Neglect Reporting Act; notification requirement
- 11166.5 Employment; statement of knowledge of duty to report child abuse or neglect

UNEMPLOYMENT INSURANCE CODE

- 2613 Disability insurance; notice of rights and benefits

CODE OF REGULATIONS, TITLE 2

- 7288.0 Sexual harassment training, provision of district policy

CODE OF REGULATIONS, TITLE 5

- 4622 Uniform complaint procedures
- 80303 Reports of change in employment status, alleged misconduct

CODE OF REGULATIONS, TITLE 8

- 3204 Employees exposed to blood-borne pathogens, access to exposure and medical records
- 5193 California blood-borne pathogens standard

UNITED STATES CODE, TITLE 38

- 4344 Uniformed Services Employment and Reemployment Rights Act, notice requirement

UNITED STATES CODE, TITLE 41

- 8101-8106 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 29

- 825.300 Family and Medical Leave Act; notice requirement

CODE OF FEDERAL REGULATIONS, TITLE 34

- 104.8 Nondiscrimination

PERSONNEL

4112.9; 4212.9; 4312.9

106.9 Dissemination of policy, nondiscrimination on basis of sex

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

CODE OF FEDERAL REGULATIONS, TITLE 49

382.601 Controlled substance and alcohol use and testing notifications

PERSONNEL

4118.1; 4218.1; 4318.1

CIVIL AND LEGAL RIGHTS

The Governing Board believes that ~~The~~ personal life of an employee is not an appropriate concern ~~for~~ ~~attention~~ of the ~~district, governing board~~ except as it may directly relate to the employee's performance of ~~prevent the employee from performing properly his/her~~ ~~duties~~ ~~assigned~~ ~~functions~~ during the workday.

An employee's personal beliefs ~~Employees shall be entitled to full rights of citizenship, and no religious or political activities, including religious, political, cultural, social, or other beliefs of any employee or activities, or the~~ lack thereof, shall not be grounds for disciplinary action against the employee, provided that ~~any discipline or discrimination with respect to the beliefs or professional employment of such employee, providing said~~ activities do not violate law, Board policy, or administrative regulation ~~any local, state or federal laws.~~

The district shall make no inquiry ~~Teachers shall have the right to refuse to submit to any evaluation or survey conducted by the district~~ concerning the personal values, attitudes, and beliefs of district employees or their; sexual orientation or; political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide; critical appraisals of other individuals with whom the employee ~~teacher~~ has a ~~familial~~ family relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be disciplined; or retaliated against solely for acting to protect a student engaged in conduct authorized under ~~religious affiliations or beliefs.~~ (Education Code 48907 or 48950. ~~49091.24~~)

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

WHISTLEBLOWER PROTECTION

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, he/she has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.8)

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

PERSONNEL

4118.1; 4218.1; 4318.1

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against him/her, in accordance with Education Code 44114.

PROTECTION AGAINST LIABILITY

No employee shall be liable for harm caused by his/her act or omission when he/she is acting within the scope of employment or district responsibilities; when the employee's act or omission is in conformity with federal or state law, district policy, or administrative regulation; or when the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school.

1. The protection against liability shall not apply when:
2. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
3. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
4. The employee was not properly licensed, if required, by state law for such activities.
5. The employee was found by a court to have violated a federal or state civil rights law.
6. The employee was under the influence of alcohol or any drug at the time of the misconduct.
7. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
8. The misconduct involved a sexual offense for which the employee has been convicted in a court.
9. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

Legal Reference:

LEGAL REFERENCE

CALIFORNIA EDUCATION CODE

- 200-262.4 Prohibition of discrimination
- ~~7050-7057.1~~ 7050-7058 Political activities of school officers and employees
- 44040 Discrimination based on employee's appearance before certain boards or committees
- 44110-44114 Reporting by school ~~Unlawful to discriminate solely because of~~ employees of improper governmental activity
- 48907 Student freedom of expression; employee's protection of student rights
- 48950 Speech and other communication
- 49091.24 Teacher rights to refuse evaluation/survey of personal life

PERSONNEL

4118.1; 4218.1; 4318.1

CIVIL CODE

51 Unruh Civil Rights Act

GOVERNMENT CODE

815.3 Intentional torts
820-823 Tort claims act
825.6 Indemnification of public entity
3540.1 Public employment definitions
3543.5 Interference with employee's rights prohibited
12650-12656 False claims actions
12940-12951 Discrimination prohibited; unlawful practices

LABOR CODE

1102.5-1106 Whistleblower protections

UNITED STATES CODE, TITLE 18

16 Crime of violence defined

UNITED STATES CODE, TITLE 20

6731-6738 Teacher liability protection

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX, 1972 Education Act Amendments
12101-12213 Americans with Disabilities Act

COURT DECISIONS

Hartnett v. Crosier, (2012) 205 Cal.App.4th 685
Johnson v. Poway Unified School District, (2011) 658 F.3d 954
Ohton v. CSU San Diego, (2007) 56 Cal.Rptr.3d 111
Garcetti v. Ceballos, (2006) 543 U.S. 1186
O'Conner v. Ortega, (1987) 480 U.S. 709
New Jersey v. T.L.O., (1985) 468 U.S. 325

Management Resources:

WEB SITES

California Attorney General: <http://www.oag.ca.gov>

~~44801~~ ~~Leave of absence for employees elected to the Legislature~~

PERSONNEL

4119.21; 4219.21; 4319.21

PROFESSIONAL STANDARDS

The Governing Board expects district employees to maintain the highest ethical standards, exhibit professional behavior, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employee conduct should enhance the integrity of the district, advance the goals of the district's educational programs, and contribute to a positive school climate.

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon
2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action
8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace or at a school-sponsored activity
9. Dishonesty with students, parents/guardians, staff, or members of the public, including, but not limited to, falsification of information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons not authorized to receive the information
11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities
12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including,

PERSONNEL

4119.21; 4219.21; 4319.21

but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district
14. Wearing inappropriate attire

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of, or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Legal Reference:

EDUCATION CODE

- 200-262.4 Prohibition of discrimination
- 44242.5 Reports and review of alleged misconduct

PENAL CODE

- 11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

- 80303 Reports of dismissal, resignation and other terminations for alleged misconduct
- 80331-80338 Rules of conduct for professional educators

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Educational Leadership Policy Standards: ISLLC 2008, 2008

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

PERSONNEL

4119.21; 4219.21; 4319.21

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WESTED AND ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS PUBLICATIONS

California Professional Standards for Educational Leaders, 2001

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

WestEd: <http://www.WestEd.org>

PERSONNEL

4119.41; 4219.41; 4319.41

EMPLOYEES WITH INFECTIOUS DISEASE

The Governing Board desires to promote the health of district students and staff in order to reduce absenteeism and enhance employee and student performance. The Superintendent or designee shall develop strategies to prevent the outbreak or spread of infectious diseases at district schools.

An infectious disease is one that is caused by a microorganism and is potentially transmittable to another individual, whether through airborne transmission, blood-borne transmission, skin-to-skin contact, foodborne transmission, or other casual or non-casual means. A communicable infectious disease, such as influenza or chicken pox, is contagious and can be readily transmitted by infectious bacteria or viral organisms.

In accordance with law, job applicants shall be required to provide evidence that they are free of tuberculosis or any other communicable infectious disease prior to beginning employment.

To prevent the outbreak or spread of infectious diseases, the Superintendent or designee may provide infection prevention supplies and information to employees, including information about recommended vaccinations. Employees also shall observe universal precautions to avoid contact with potentially infectious blood or other bodily fluids.

Plans for addressing a communicable infectious disease outbreak, including, but not limited to, plans for addressing employee shortages during such an outbreak, shall be included in the district's emergency preparedness plan.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable infectious disease. In addition, a school nurse or other health care provider who knows of or is in attendance on a case or suspected case of any of the diseases or conditions listed in 17 CCR 2500 shall make a report to the local health officer. If no health care provider is in attendance, any individual having knowledge of a person who is suspected to be suffering from one of the specified diseases or conditions may make a report to the local health officer. (17 CCR 2500, 2508)

NONDISCRIMINATION/REASONABLE ACCOMMODATION

The district shall not discriminate against any employee or job applicant who has an infectious disease that meets the federal or state definition of a disability under the Americans with Disabilities Act, California Fair Employment and Housing Act, or Section 504 of the Federal Rehabilitation Act. (Government Code 12900-12996; 29 USC 794; 42 USC 12101-12213)

Upon request, any qualified person with a disability shall be provided reasonable accommodation to perform the essential duties of his/her position in accordance with the criteria and processes described in AR 4032 - Reasonable Accommodation.

Legal Reference:

EDUCATION CODE

PERSONNEL

4119.41; 4219.41; 4319.41

44839 Medical certificate; periodic medical examination
44839.5 Requirements for employment of retirant
49406 Examination for tuberculosis (employees)

CIVIL CODE

56-56.37 Confidentiality of medical information

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

120975-121020 Mandated blood testing and confidentiality to protect public health

CODE OF REGULATIONS, TITLE 2

7293.5-7294.2 Discrimination based on disability

CODE OF REGULATIONS, TITLE 5

5502-5504 Medical certification

CODE OF REGULATIONS, TITLE 17

2500 Reportable diseases and conditions
2508 Reporting of communicable diseases; duty of schools

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045
School Board of Nassau County, Florida v. Arline, (1987) 408 U.S. 273

Management Resources:

CSBA PUBLICATIONS

H1N1 Influenza (Swine Flu), Fact Sheet, April 2009

Pandemic Influenza, Fact Sheet, September 2007

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

California HIV/AIDS Laws, 2009, January 2010

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

WEB SITES

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

California Department of Public Health: <http://www.cdph.ca.gov/>

California School Nurses Organization: <http://www.csno.org/>

Centers for Disease Control and Prevention: <http://www.cdc.gov/>

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4119.41; 4219.41; 4319.41

Equal Employment Opportunity Commission: <http://www.eeoc.gov/>
U.S. Department of Health and Human Services: <http://www.hhs.gov/>

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~~SUBSTITUTE SALARY SCHEDULE~~ **TEMPORARY / SUBSTITUTE PERSONNEL**

~~Substitute teachers shall be paid \$95.00 per teaching day, \$47.50 for one-half a day.~~

~~Substitute teachers shall be paid at the rate of \$95.00 per day for the first ten (10) consecutive days of substituting for the same teacher; starting with the 11th consecutive day substitute pay shall be \$105.00 per day effective September 1, 2004.~~

The Governing Board recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

HIRING

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Governing Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44957)

CLASSIFICATION

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such.

The Board may classify as substitute certificated personnel a teacher hired to fill a position of regularly employed person absent from service. (Education Code 44917)

The Board may classify as a temporary employee a teacher who is employed at least one semester and up to one complete school year. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day-to-day during the first three months of any term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not

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more than four months of any school term (Education Code 44919)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)
4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)
5. Serve only for the first semester because the district expects a reduction in student enrollment during the second semester due to midyear graduations (Education Code 44921)

For purposes of classifying employees pursuant to item #1 or 2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

SALARY AND BENEFITS

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

OPTION 1: Substitute and temporary employees shall participate in the health and welfare plans or other fringe benefits of the district.

OPTION 2: Substitute and temporary employees shall not participate in the health and welfare plans or other fringe benefits of the district.

RELEASE FROM EMPLOYMENT/DISMISSAL

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

REEMPLOYMENT AS A PROBATIONARY EMPLOYEE

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary

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employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant positions in the district for which he/she is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, a temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served for two consecutive school years, for at least 75 percent of each year, shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference:

EDUCATION CODE

22455.5 Provision of retirement plan information to potential members

22515 Irrevocable election to join retirement plan

37200 School calendar

44252.5 State basic skills assessment required for certificated personnel

44300 Emergency teaching or specialist permits

44830 Employment of certificated persons; requirements of proficiency in basic skills

44839.5 Employment of retirant

44845 Date of employment

44846 Criteria for reemployment preferences

44909 Employees providing services through categorically funded programs

44914 Substitute and probationary employment computation for classification as permanent employee

44915 Classification of probationary employees

44916 Time of classification; statement of employment status

44917 Classification of substitute employees

44918 Substitute or temporary employee deemed probationary employee; reemployment rights

44919 Classification of temporary employees

44920 Employment of certain temporary employees; classifications

44921 Employment of temporary employees; reemployment rights (unified and high school districts)

44953 Dismissal of substitute employees

44954 Release of temporary employees

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44955 Layoff of permanent and probationary employees
44956 Rights of laid-off permanent employees to substitute positions
44957 Rights of laid-off probationary employees to substitute positions
44977 Salary schedule for substitute employees
45030 Substitutes
45041 Computation of salary
45042 Alternative method of computation for less than one school year
45043 Compensation for employment beginning in the second semester
56060-56063 Substitute teachers in special education

GOVERNMENT CODE

3540.1 Educational Employment Relations Act, definitions

CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired person
5503 Physical examination for employment of retired persons
5590 Temporary athletic team coach
80025-80025.5 Emergency substitute teaching permits

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187
California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135
Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277
Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

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4138; 4238; 4238

LACTATION ACCOMODATION

The Governing Board recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any district employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee who chooses to express breast milk for her infant child while at work.

The district shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child. (Labor Code 1030)

To the extent possible, such break time shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations may be denied only in limited circumstances in accordance with law. (Labor Code 1032; 29 USC 207)

Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12940 Discriminatory employment practices

12945 Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1033 Lactation accommodation

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

FAIR EMPLOYMENT AND HOUSING COMMISSION DECISIONS

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4138; 4238; 4238

Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Minimum Requirements of the California Lactation Accommodation Law

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Fact Sheet #3: Break Time for Nursing Mothers under the FLSA, rev. December 2010

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:
<http://www.dir.ca.gov/dlse>

California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:
<http://www.dol.gov/whd/nursingmothers>

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BARGAINING UNITS

The Governing Board recognizes the right of district employees to form bargaining units, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or non-membership in an employee organization. (Government Code 3543.5, 3543.6)

FORMATION OF BARGAINING UNITS

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

PAYMENT OF DUES OR SERVICE FEE

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with

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Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. (Education Code 45060, 45168; Government Code 3546)

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)

Each employee organization shall, within 60 days after the end of its fiscal year, provide the Public Employment Relations Board (PERB) and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, any employee within the organization may issue an order compelling the organization to provide the financial report. (Government Code 3546.5)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definitions of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

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3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

County of Los Angeles v. Service Employees International Union, Local 721, (2011), 192 Cal.App.4th 1409

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

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

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Association of California School Administrators: <http://www.acsa.org>
California Federation of Teachers: <http://www.cft.org>
California School Employees Association: <http://www.csea.com>
California Teachers Association: <http://www.cta.org>
Public Employment Relations Board: <http://www.perb.ca.gov>